



**REGULAR MEETING of the Board of Directors of the
Clean Power Alliance of Southern California
Thursday, June 3, 2021
2:00 p.m.**

SPECIAL NOTICE: Pursuant to Paragraph 11 of Executive Order N-29-20, executed by the Governor of California on March 17, 2020, and as a response to mitigating the spread of COVID-19, the Board of Directors will conduct this meeting remotely.

[Click here to view a Live Stream of the Meeting on YouTube](#)

*There may be a streaming delay of up to 60 seconds. This is a view-only live stream.

To Listen to the Meeting:

<https://zoom.us/j/98026985992>

or

Dial: (669) 900-9128 Meeting ID: 980 2698 5992

PUBLIC COMMENT: Members of the public may submit their comments by one of the following options:

- **Email Public Comment:** Members of the public are encouraged to submit written comments on any agenda item to clerk@cleanpoweralliance.org up to four hours before the meeting. Written public comments will be announced at the meeting and become part of the meeting record. Public comments received in writing will not be read aloud at the meeting.
- **Provide Public Comment During the Meeting:** Please notify staff via email at clerk@cleanpoweralliance.org at the beginning of the meeting but no later than immediately before the agenda item is called.
 - You will be asked for your name and phone number (or other identifying information) similar to filling out a speaker card so that you can be called on when it is your turn to speak.
 - You will be called upon during the comment section for the agenda item on which you wish to speak on. When it is your turn to speak, a staff member will unmute your phone or computer audio.
 - You will be able to speak to the Board for the allotted amount of time. Please be advised that all public comments must otherwise comply with our Public Comment Policy.
 - Once you have spoken, or the allotted time has run out, you will be muted during the meeting.

If unable to connect by Zoom or phone and you wish to make a comment, you may submit written comments during the meeting via email to: clerk@cleanpoweralliance.org.

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Meetings are accessible to people with disabilities. Individuals who need special assistance or a disability-related modification or accommodation to participate in this meeting, or who have a disability and wish to request an alternative format for the meeting materials, should contact the Clerk of the Board at least two (2) working days before the meeting at clerk@cleanpoweralliance.org or (213) 713-5995. Notification in advance of the meeting will enable us to make reasonable arrangements to ensure accessibility to this meeting and the materials related to it.

PUBLIC COMMENT POLICY: *The General Public Comment item is reserved for persons wishing to address the Board on any Clean Power Alliance-related matters not on today's agenda. Public comments on matters on today's Consent Agenda and Regular Agenda shall be heard at the time the matter is called. Comments on items on the Consent Agenda are consolidated into one public comment period. As with all public comment, members of the public who wish to address the Board are requested to complete a speaker's slip and provide it to Clean Power Alliance staff at the beginning of the meeting but no later than immediately prior to the time an agenda item is called.*

Each speaker is limited to two (2) minutes (in whole minute increments) per agenda item with a cumulative total of five 5 minutes to be allocated between the General Public Comment, the entire Consent Agenda, or individual items in the Regular Agenda. Please refer to [Policy No. 8 – Public Comment](#) for additional information.

CALL TO ORDER AND ROLL CALL

GENERAL PUBLIC COMMENT

CONSENT AGENDA

1. [Approve Minutes from May 6, 2021 Board of Directors Meeting](#)
2. [Approve Support if Amended Position on AB 418 2021/2022 Legislative Session](#)
3. [Approve and Authorize the Executive Director to Execute Professional Services Agreements between CPA and \(a\) Celtis Ventures, Inc., \(b\) Pastilla, Inc., and \(c\) Fraser Communications to Support Marketing and Communications Activities](#)
4. [Receive and File Q1 Risk Management Team Report](#)
5. [Receive and File Q3 Fiscal Year Financial Report](#)
6. [Receive and File Community Advisory Committee Report](#)

REGULAR AGENDA

Action Items

7. [Review CPA RFO Status and Approve Power Purchase Agreement\(s\) and Authorize the Executive Director to Execute the Following Agreements:](#)
 - A. 15-Year Renewable Power Purchase Agreement with Arica Solar, LLC (Arica)
 - B. 15-Year Renewable Power Purchase Agreement with Daggett Solar Power 2 LLC (Daggett 2)
 - C. 20-Year Renewable Power Purchase Agreement with Resurgence Solar II, LLC (Resurgence)
 - D. 15-Year Renewable Power Purchase Agreement with Geysers Power Company, LLC (Geysers)
8. [Adopt Resolution No. 21-06-014 to Approve New Rates for Phase 1 & 2 Non-Residential Customers, Resolution No. 21-06-015 to Approve New Rates for Phase 4 & 5 Non-Residential Customers, and Resolution No. 21-06-16 to Approve New Rates for Phase 3 & 5 Residential Customers](#)
9. [Approve FY 2021/2022 Budget](#)

Information Item:

10. [Presentation on Quarterly Communications Report](#)

MANAGEMENT REPORT

COMMITTEE CHAIR UPDATES

Director Lindsey Horvath, Chair, Legislative & Regulatory Committee

Director Julian Gold, Chair, Finance Committee

Director Kevin McKeown, Chair, Energy Planning & Resources Committee

BOARD MEMBER COMMENTS

REPORT FROM THE CHAIR

ADJOURN – NEXT REGULAR MEETING JULY 1, 2021

***Public Records:** Public records that relate to any item on the open session agenda for a regular Board Meeting are available for public inspection. Those records that are distributed less than 72 hours prior to the meeting are available for public inspection at the same time they are distributed to all, or a majority of, the members of the Board. Those documents are available for inspection online at www.cleanpoweralliance.org/agendas.*

MINUTES

REGULAR MEETING of the Board of Directors of the
Clean Power Alliance of Southern California
Thursday, May 6, 2021 2:00 p.m.

The Board of Directors conducted this meeting in accordance with California Governor Newsom's Executive Order N-29-20 and COVID-19 pandemic protocols.

CALL TO ORDER & ROLL CALL

Chair Diana Mahmud called the meeting to order at 2:00 p.m. and Gabriela Monzon, Clerk of the Board, conducted roll call.

Roll Call				
1	Agoura Hills	Deborah Klein Lopez	Director	Remote
2	Alhambra	Jeff Maloney	Director	Remote
3	Arcadia	Sho Tay	Director	Remote
4	Beverly Hills	Julian Gold	Director	Remote
5	Calabasas	Mary Sue Maurer	Director	Remote
6	Camarillo	Susan Santangelo	Director	Remote
7	Carson	Reata Kulcsar	Alternate	Remote
8	Claremont	Corey Calaycay	Director	Remote
9	Culver City	Daniel Lee	Director	Remote
10	Downey	Sean Ashton	Director	Remote
11	Hawaiian Gardens	Ramie Torres	Alternate	Remote
12	Hawthorne	Alex Monteiro	Director	Remote
13	Los Angeles County	Sheila Kuehl	Vice Chair	Remote
14	Malibu	Mikke Pierson	Director	Remote
15	Manhattan Beach	Hildy Stern	Director	Remote
16	Moorpark	Janice Parvin	Director	Remote
17	Ojai	Betsy Stix	Director	Remote
18	Oxnard			Absent
19	Paramount	Vilma Cuellar Stallings	Director	Remote
20	Redondo Beach	Christian Horvath	Director	Remote

21	Rolling Hills Estates	Steve Zuckerman	Director	Remote
22	Santa Monica	Kevin McKeown	Director	Remote
23	Sierra Madre	Robert Parkhurst	Director	Remote
24	Simi Valley	Ruth Luevanos	Director	Remote
25	South Pasadena	Diana Mahmud	Chair	Remote
26	Temple City	Fernando Vizcarra	Director	Remote
27	Thousand Oaks	Bob Engler	Director	Remote
28	Ventura City	Joe Yahner	Alternate	Remote
29	Ventura County	Carmen Ramirez	Alternate	Remote
30	West Hollywood	Lindsey Horvath	Director	Remote
31	Westlake Village	Phillippe Eskandar	Alternate	Remote
32	Whittier	Vicki Smith	Alternate	Remote

All votes are unanimous unless otherwise stated.

GENERAL PUBLIC COMMENT

One written public comment was received and distributed to the Board of Directors.

CONSENT AGENDA

1. Approve Minutes from April 1, 2021 Board of Directors Meeting
2. Approve Positions on SB 757, AB 585, and SB 533 in the 2021/2022 Legislative Session
3. Approve Two California Electric Vehicle Infrastructure Project (CALeVIP) Agreements with the Center for Sustainable Energy for Program Implementation Services in Los Angeles County and Ventura County, with an Initial Financial Contribution of \$1,640,000 for Both Agreements and Authorize the Executive Director to Execute the Agreements
4. Receive and File Community Advisory Committee Report

Motion: Director Parvin, Moorpark
Second: Director Monteiro, Hawthorne
Vote: The consent agenda was approved by a roll call vote with one abstention from Director Eskandar on item 2 only.

REGULAR AGENDA

5. Approve a 15-year Renewable Power Purchase Agreement with OrHeber 2, LLC, and Authorize the Executive Director to Execute the Agreement

Erik Nielsen, Senior Manager of Structured Contracts, presented the item and provided an overview of CPA's 2020 Clean Energy Request for Offers (RFO) and

portfolio considerations. The RFO supports CPA in meeting regulatory obligations and load requirements with a diverse portfolio of cost effective and clean technologies, including non-solar resources. Mr. Nielsen reviewed CPA's long-term renewable energy position, noting that CPA has successfully contracted for 12 long term Power Purchase Agreements (PPAs), five of which are currently serving CPA customers. A majority of the long-term portfolio is solar or solar plus storage. If approved, the Heber South project would represent approximately 1% of CPA's load and provides valuable technology diversity. Mr. Nielsen emphasized that CPA will still have a short position for the 2021-2024 compliance period but intends to close the short position as more PPAs are approved by the Board. Mr. Nielsen reviewed the project and rationale, and provided an evaluation summary, explaining that the project scored a medium in the workforce development criteria because it is an existing project and will not create construction jobs; noting that the project is in a disadvantaged community and will support the retention of jobs in that area. The project will provide important portfolio diversification benefits, as it will produce during evening and non-solar hours and support GHG reduction during those hours.

In response to Directors Ramirez and Zuckerman's questions, staff indicated there is one other shortlisted geothermal project in negotiations with a 50 MW resource; because the OrHeber 2 is located in the Imperial Irrigation District Balancing Authority CPA must match the generation with annual import allocation rights to receive Resource Adequacy attributes in the CAISO. Director Horvath, West Hollywood, asked if there were environmental or other impacts to the surrounding neighborhoods beyond job creation and economic benefits; Director Parkhurst asked about compliance in the 2021-2024 timeframe. Natasha Keefer, Director of Power Planning & Procurement, explained that there are no additional environmental impacts in the operation of the plant nor incremental development from the continued operations of the plant. Mr. Nielsen indicated that CPA would meet its compliance requirements, but it remains unknown to what extent it will be able to exceed compliance; five out of the 13 shortlisted projects did not enter exclusivity.

Motion: Director Horvath, Redondo Beach
Second: Director Ramirez, Ventura County
Vote: Item 5 was approved by a roll call vote.

6. Approve 2021 Rate Setting Approach

Matt Langer, Chief Operating Officer, explained that CPA will need to address an approximately \$90 million revenue shortfall through rates to cover the projected cost to serve its customers in FY 2021/22. Mr. Langer emphasized that SCE set its rates based on a forecast that took place in 2020, which complicates CPA's ability to compare its budget with SCE's rates. After much discussion and input from the Board of Directors and the Executive Committee, staff arrived at potential rate setting approaches that meets FY 21/22's revenue requirements. Mr. Langer reviewed the four initial scenarios previously introduced to the Board and reviewed the feedback received from Board and stakeholders, including strong support for CARE customer protection; significant opposition to weighting increases toward commercial customers; concern for 100% Green double-digit premium; and requests for compromise scenarios; and noted that although there was some

support for eventually transitioning to Cost-of-Service (COS), there was no consensus on either the Average Percentage Change (APC) vs. COS approaches. The Community Advisory Committee supported protection of low-income customers and some support for a COS approach or income-based rate setting; customer surveys indicated an interest in environmental priorities and a belief that rate increases are justified by increasing costs, investments in reliability, customer programs, and low-income support. Mr. Langer reviewed the updated scenarios based on feedback and discussed expected comparisons of rates as of summer 2021, which illustrate how much more a customer would be paying in percentage terms than if they were on SCE's base rate.

Mr. Langer reviewed option one, APC with CARE subsidy; where CARE customer rates are held at current levels and the increase is spread equally across most products and customer groups. It does not address imbalances in the COS. Option two involves a COS-approach with a CARE subsidy and a 100% Green Target, where CARE customer rates are held at current levels and all other rates go up between 0.4% and 1.4% compared to the previous COS without CARE subsidy. Mr. Langer emphasized that the COS for 100% Green came out below 9%; staff adjusted to help moderate Lean/Clean increases. The impact of keeping CARE customers at their current rates help Lean and Clean jurisdictions, given that 34% of customers in those communities will not receive a commensurate rate increase (via CARE). Option three takes a hybrid approach where CPA would adopt APC for the summer months and transition to COS-informed in October. In summer months when cost pressures are most acute across all rates, the APC would apply; and in starting in October, the COS approach would apply. Customer communication could be challenging with the hybrid scenario as the transition could be viewed as two rate increases. Although the change to COS in October brings 100% Green customers to the 9% target, allowing default changes to proceed as scheduled, there is a risk that customers may opt-out during the summer months when they are not within the target. Mr. Langer specified that staff and the Executive Committee recommends option 2, COS with CARE subsidy and 100% Green target that offers a coherent message to customers. Mr. Langer noted that exact comparisons could change slightly reflecting an updated load forecast and continued changes in energy market prices.

In response to Director Kulcsar's questions regarding bill comparisons and expected SCE rate changes, Mr. Langer clarified that SCE rates going up will improve comparisons; CPA will set rates regardless of the SCE multi-year general rate case results, and staff did not add a contingency. Responding to Director Maurer, Mr. Langer noted that SCE has unequal rate increases for different purposes; and Director Maurer opined that the Board might consider equality across rate increases as a goal; requested a timeline of SCE planned increases and appreciated the sensitivity for those cities that have approved a move to 100% Green. Director Engler inquired about SCE's multiple rate adjustments throughout the year and noted rate changes will lead to some confusion. Director Ramirez asked how wildfires impact rates. Mr. Langer explained that the Power Charge Indifference Adjustment (PCIA) fee went up in February and a bigger summer rate increase is also expected. CPA's rate change will happen at the beginning of the fiscal year but will not line up with SCE's rate changes. Ted Bardacke, Executive Director, added that the goal is to change rates once a year, to build some rate stability. Chair Mahmud commented that energy is a commodity and subject to

fluctuations and recalled that CPA's rates were at some point lower than SCE's sometime last year. Additionally, Mr. Langer noted that in October 2020, SCE raised rates significantly due to wildfire liability; when looking at their summer rate increase on the transmission & delivery charges, some of the new spending is related to wildfire mitigation. Director Luevanos asked how granular the communication to customers will be and if other commodities use a cost of service approach. Ms. Langer clarified that COS is a common practice in the utility business and customer communication strategies will likely be high-level and avoid the complexity of detailed procurement and energy cost breakdowns. In response to Chair Mahmud's question, Mr. Langer indicated that SCE has a marginal cost rate setting approach which they would argue has an overlap with COS.

Director Gold favored the second option, noting that CPA is at a point where it must run its business independent of SCE's actions and expressed dislike for raising rates twice and spreading an increase evenly without regard to cost. Director Santangelo agreed that option 2 is a better approach and noted concern for the optics of option 3 where the second rate change will increase Lean/Clean rates, but decrease the 100% Green rate. Director McKeown also supported option 2, adding that SCE has the capital resources to buffer against short-term revenue shortfalls; option 2 reflects feedback from the Board stakeholders. Director Lopez supported option 2 and thanked staff for supporting those cities that will eventually transition to 100% Green. Director Luevanos expressed support for option 2, avoiding even the optics of two rate increases. Director Monteiro agreed with previous comments and noted that option 2 is in line with CPA's goal to protect communities that want to eventually transition to 100% Green.

Motion: Director Gold, Beverly Hills
Second: Director McKeown, Santa Monica
Vote: Item 6 was approved by a roll call vote.

Chair Mahmud thanked the Board of Directors for their support of staff recommendations and the approval of this item illustrates CPA's commitment to addressing the impacts of climate change.

7. Approve 2020/2021 Budget Amendment

David McNeil, Chief Financial Officer, presented the item, explaining that an amendment is needed to increase budgeted energy costs and authorize a transfer from the fiscal stabilization fund according to the policy. The increased energy costs resulted from the heat waves experienced in the Summer of 2020 and higher spot market prices. CPA also experienced higher capacity costs than previously budgeted for. Operating expenses remain unchanged; the amendment reflects a budgeted end of period net position of \$67.3 million and end of period reserves of \$84.7 million.

Motion: Vice Chair Kuehl, Los Angeles County
Second: Director Gold, Beverly Hills
Vote: Item 7 was approved by a roll call vote.

8. Presentation on 2021/2022 Budget Priorities

Mr. McNeil provided a summary of CPA's budget process and operational priorities which have guided the process. Energy market risk is increasing, and CPA is mitigating that risk through long-term renewable and storage projects. In-sourcing has reduced projected spending; the amended Calpine contract provides room for investments in customer programs and community engagement to improve customer experience and increase access to assistance programs. CPA's key priorities are to contain net operating expenses to current levels and a 50% reduction in capital outlay; to reduce use of consultants by investing in staff and technology; developing scalable business models for customer programs while leveraging third-party funds whenever possible. Mr. McNeil summarized upcoming activities that aim to increase brand awareness and loyalty, activities to support customer assistance programs with high return on investments (ROI), and program marketing support. Customer programs were split into three categories of funding including reimbursable programs, such as Power Share; state funded; and strategic with long-term ROI or community benefits potential. Mr. McNeil highlighted considerations for staffing, including mid and junior level hiring across the organization to build internal capacity and support; a continued focus on retention; and budgeting for current staff cost of living adjustments (COLA), merit increases, and full-year impacts from new hires while maintaining staffing costs at industry-leading 1% - 1.2% of total revenue. Investments in communications and customer programs can mitigate potential opt-outs during a time of cost pressure. Investments in data and technology, long-term contracting, and expansion of staff will build internal resources and result in operational efficiencies.

In response to Director Ramirez's question, Mr. McNeil clarified that CPA plans to hire a dedicated staff member that will manage cybersecurity risks; Vice Chair Kuehl emphasized the importance of attracting and hiring talent to increase the number of employees in the industry CPA operates in with a commitment to public service, and to continuously ratify CPA's commitment to diversity.

MANAGEMENT REPORT

Mr. Bardacke provided a report on SB 612, highlighting that it recently passed on an 11 to 1 vote at the Senate Energy, Utilities, and Communications Committee; every Senator representing a part of CPA territory voted for the bill and is a testament to the advocacy efforts of the Board and staff. Mr. Bardacke reminded Board members of the recently released 2020 Annual Impact Report and touched briefly on other customer service and communications activities.

COMMITTEE CHAIR UPDATES

Director Horvath shared that the Legislative and Regulatory Committee had a productive discussion on CPA's priority legislation.

Director Gold shared that the Finance Committee will continue the budgeting process in the coming weeks.

Director McKeown reported progress on CPA's energy portfolio, including several Requests for Offers (RFOs); the Energy Committee worked on the Disadvantaged Community RFO, which is subsidized by the state of California, and encourages

small local renewable energy production. The projects will come to the Board of Directors soon.

BOARD MEMBER COMMENTS

Director Monteiro wished Board Members a happy Mother's Day.

REPORT FROM THE CHAIR

Chair Mahmud encouraged Board Members to participate in CPA's policy committees that provide a deeper dive into technical subjects; sign up for the demand response program; strongly encouraged Board Members to become familiar with Time of Use pricing which will become mandatory next year.

ADJOURN

Chair Mahmud adjourned the meeting at 4:10 p.m.

DRAFT

Staff Report – Agenda Item 2

To: Clean Power Alliance (CPA) Board of Directors

From: Gina Goodhill, Policy Director

Approved By: Ted Bardacke, Executive Director

Subject: Recommend Support if Amended Position on AB 418 in the 2021/2022 Legislative Session

Date: June 3, 2021

RECOMMENDATION

Approve Support if Amended position on AB 418 (Valladares) as recommended by the Legislative & Regulatory Committee, and direct staff to communicate that position to the Governor, State Legislators, and other interested stakeholders.

DISCUSSION

[AB 418 \(Valladares\)](#): Recommended Position: Support if Amended

This bill would create the Community Power Resiliency Program (CPRP), a grant program for counties, cities, special districts, and tribes to improve local resilience by ensuring that critical facilities and infrastructure can continue to operate during a power outage. The CPRP would be administered by the Governor’s Office of Emergency Services (Cal OES).

Communities across California have been impacted by Public Safety Power Shutoff (PSPS) events and other emergency power outages, in response to fire seasons that continues to grow longer and fiercer. PSPS events can be incredibly disruptive and harmful to the residents, businesses, and municipal facilities that lose power; unfortunately, investor-owned utilities will continue to rely on these events as a fire prevention strategy for the foreseeable future. AB 418 would provide direct funding for counties to invest in resilience resources to maintain essential services to Californians during a PSPS event or other outage. Cities, tribes, and special districts would also be

able to receive funding by applying for grants under the CPRP program. The bill specifies that if passed, the Legislature intends to enact future legislation to transfer an unspecified amount of funding from the General Fund to the OES for this program.

CPA supports the bill's intent to fund resiliency efforts but suggests two amendments. First, the bill should include community choice aggregators as eligible entities that can apply for grant funding. CPA has already launched the Power Ready program to provide back-up power to critical facilities, and a grant through the CPRP could help expand that work. Secondly, the bill should give a preference to entities that propose energy resiliency projects that are powered by clean energy. As currently written, a resiliency project powered by a diesel generator, for example, would qualify for funding. This could have the unintentional effect of funding projects that release more greenhouse gas emissions into the atmosphere, further exacerbating climate change and the types of extreme heat and drought that lead to the very fires and PSPS events that disrupt critical services and require resiliency funding.

This bill is supported by various special district associations, the Rural County Representatives of California, the California Tribal Business Alliance, and others. It currently has no opposition. This bill is aligned with CPA's 2021 Legislative & Regulatory Platform, specifically sections 1e, 1f, and 4b.

ATTACHMENT

- 1) [2021 Legislative & Regulatory Platform \(for reference only\)](#)



2021 Legislative and Regulatory Policy Platform

Overview and Purpose

The Clean Power Alliance (CPA) Legislative and Regulatory Policy Platform (Platform) serves as a guide to the CPA Board of Directors and CPA staff in their advocacy efforts and engagement on policy matters of interest to CPA. The Platform allows both Board members and staff to pursue actions at the local, regional, state and federal legislative and regulatory levels in a consistent manner and with the understanding that they are pursuing actions in the best interest of the organization and its mission, its member agencies, and its customers. The Platform also enables the organization to move swiftly to respond to events in Sacramento (Legislative / Executive) and San Francisco (California Public Utilities Commission) and provides guidance to the Executive Director on the support or oppose positions that should be taken on legislative and regulatory matters that come before the California Community Choice Association (CalCCA) Board of Directors.

All CPA positions on individual bills are presented to the Board for approval, except during times of urgency as provided under the protocols approved by the CPA Board of Directors on June 7, 2018, that allow the Chair, Vice-Chairs, Legislative & Regulatory Committee Chair, and Executive Director to act on behalf of the organization in urgent advocacy matters.

Policy Principles

The Legislative and Regulatory Policy Platform is centered around four basic principles:

1. Protecting CPA's local control and autonomy by its members, especially with regards to finances, power procurement, reliability, and local customer programs.
2. Ensuring equal treatment of unbundled and bundled customers by the CPUC and other state agencies.

3. Supporting recognition that electricity is an essential service, and that CPA should have the ability to set electric rates and offer programmatic services that are affordable and inclusive for all.
4. Pursuing environmental initiatives that exceed prescriptive State mandates, promote the growth in renewable energy capacity at the local level, encourage clean energy adoption by CPA customers, and reduce fossil fuel dependency.

Policy Platform

1) Local Control, Finance, and Power Procurement

CPA will pursue legislative and regulatory activity that:

- a. Supports the authority of CPA and its Board to retain local control over its activities;
- b. Supports the protection of CPA's procurement autonomy;
- c. Supports the ability of CPA to maintain control over its financial decisions;
- d. Supports the ability of CPA to expand its service offerings and activities in response to a changing energy landscape;
- e. Supports the ability of CPA to access state incentives for its customers and member agencies; and
- f. Supports the ability of CPA to enhance reliability through accelerating the deployment of energy storage resources, fully valuing behind the meter energy resources, and expanding the use of demand response.

2) Equitable Treatment of CPA Customers

CPA will pursue legislative and regulatory activity that:

- a. Supports the equal treatment of unbundled and bundled customers by the CPUC and the legislature; and
- b. Supports the development of a State regulatory environment that is empowering for community energy providers.

3) Ratepayer Advocacy and Social Justice

CPA will pursue legislative and regulatory activity that:

- a. Supports the protection of all ratepayers, particularly low-income customers, disadvantaged communities, and other vulnerable populations in CPA service territory;
- b. Supports supplier diversity in CPA's contracting activities and through women-owned, minority-owned, disabled-veteran-owned, and lesbian, gay, bisexual, and/or transgender owned business enterprises;
- c. Supports workforce development with a focus on new stable, well-paying local jobs, and participation in a just transition to a low-carbon economy;
- d. Supports the ability for CPA to set appropriate benchmarks for performance measurement using accepted industry standards; and
- e. Supports increased access to clean energy technologies, clean energy and contracting jobs, and clean energy opportunities for low-income people and communities of color in CPA service territory.

4) Environmental Leadership

CPA will pursue legislative and regulatory activity that:

- a. Supports the ability of CPA and its members to meet and exceed State goals for greenhouse gas emissions reductions (e.g. encouraging movement towards 100% renewable energy), climate action planning, and fossil fuel independence;
- b. Supports the ability for CPA to promote growth in renewable energy capacity, resiliency and electrification at the local level, in a way that is equitable for all customers;
- c. Supports the ability for CPA to promote electrification of the transportation sector, and to help implement Executive Order N-79-20 that bans the sale of new internal combustion engines in light duty vehicles by 2035; and
- d. Supports the ability for CPA to promote electrification and the reduction of natural gas usage in the building sector.

Staff Report – Agenda Item 3

To: Clean Power Alliance (CPA) Board of Directors

From: Sherita Coffelt, Director of External Affairs

Approved by: Ted Bardacke, Executive Director

Subject: Contracts for Digital Marketing, Website, Social Media, and As-Needed External Affairs Services

Date: June 3, 2021

RECOMMENDATION

Approve and authorize the Executive Director to execute three professional service agreements (PSAs) to support marketing and communications activities:

- Contract with Celtis for an initial one-year term and up to three renewals for a total annual Not-To-Exceed (NTE) contract value of \$430,000 per year to support the brand refresh, website redesign, marketing for brand and overarching agency initiatives, as well as social media and website staff support.
- Contract with Pastilla for an initial one-year term and up to three renewals for a total annual NTE contract value of \$185,000 per year to support research, focus groups, technical website development and other digital technical projects including implementation of comprehensive digital strategy as it relates to the use of website, and social media.
- Contract with Fraser Communications for an initial one-year term and up to three renewals for a total annual NTE contract value of \$320,000 per year to support customer acquisition goals for specific programs such as Power Share, Community Solar, Power Response and CALeVIP. The majority of funds spent on this contract will be reimbursed by the California Public Utilities Commission (CPUC).

BACKGROUND/DISCUSSION

In three short years, CPA has become California's largest CCA and the top provider of 100% Green Power in the entire country. Despite these impressive accomplishments, CPA has relatively low brand awareness. According to a digital survey conducted by staff prior to the Power Share launch, less than 50% of respondents in English, Spanish and Mandarin were aware of CPA. By comparison, SCE's awareness with these same respondents was over 80%.

During the next fiscal year, CPA will:

- launch several new customer programs
- bring five new clean energy facilities online
- promote bill assistance programs such as Power Share, AMP, and CARE/FERA
- implement new rates
- support rate default changes
- transition to TOU rates
- redesign the website and refresh the current brand

With the proper investment in marketing and communications, the programs and activities listed above will elevate CPA's brand in a way that allows the organization to be more successful in its efforts to retain customers, sign up customers for CPA's money-saving programs, mobilize customers in the fight against climate change, and potentially attract new members to CPA.

With more customers and stakeholders relying on digital platforms to get information, it is critical for CPA to have a streamlined and effective digital presence, from its website, social media channels, and paid digital banner ads. To support the CPA External Affairs team in the planning and execution of high-quality, effective, creative digital campaigns in support of CPA's brand, programs, and other initiatives, staff recommends entering into contracts with three firms to provide these services.

Solicitation

On May 4, 2021, CPA released a Request for Proposals (RFP) for Digital Marketing, Website, and Social Media Services. Applicable experience and qualifications included the following areas:

- Providing digital marketing and communications support services including comprehensive website and social media support, as well as organic and paid digital advertising including search engine optimization.
- Supporting integrated marketing and campaign strategy, execution, and measurement.
- Providing marketing and communication support services for CCAs, electric/municipal utilities and/or regional government agencies serving customers in Southern California.

Evaluation Process

CPA received proposals from six potential bidders. Proposals contained hourly rates and proposed a budget for activities outlined in the RFP. Based on staff's review and evaluation, CPA short-listed four proposals that satisfied the minimum qualifications/experience specified in the solicitation and offered the best value to CPA.

Three firms responded to the request for interviews. Each of the firms offered different specialties and capabilities. After the interviews and further due diligence, including reference checks, staff recommended dividing the scope of services into three focused disciplines and executing contracts with three proposers with differing scopes of work.

Contracts Overview**Celtis – Marketing support for CPA Brand and Agency Initiatives**

Celtis is a full-service marketing and communications firm with experience serving regional agencies in Los Angeles and Ventura counties, as well as energy firms and recently supported the launch of CPA's Power Share program. Celtis has relevant experience in providing high-quality support to budget conscious agencies. Celtis will:

- Plan and execute a refresh of CPA's current brand including a refresh of the website and rewrite copy ensuring search engine optimization;
- Be responsible for website content support and support CPA's social media initiatives via CPA's social media channels (Twitter, Facebook, LinkedIn and more as the agency expands) including the creation of graphics, animations, copy and content calendars;
- Support CPA's brand marketing and advertising initiatives by developing creative concepts and materials, marketing and paid media plans, and purchasing paid media under the direction of CPA staff.

Pastilla – Strategy, Technology Development and Research

Pastilla is a creative and digital agency with experience supporting public and private brands. They are experienced developing website, mobile applications as well as launching brand loyalty programs. With the planned redesign of the website and the implementation of a new brand, the selection panel chose Pastilla to lead technical and research projects in support of CPA's comprehensive External Affairs program. Pastilla will:

- Develop an overarching digital strategy addressing the agency's productive use of the website.
- Make recommendations on optimizations on all digital platforms through the use of quarterly KPIs and benchmarks.
- Implement a comprehensive annual market research program to measure CPA's brand awareness, customer attitudes and perceptions, and the effectiveness of CPA digital campaigns.
- Perform development and maintenance services for website and other digital platforms.

Fraser Communications – Marketing, Education and Outreach Support of Customer Acquisition Goals for Programs

Fraser is a communications firm that has experience successfully marketing programs for public utilities. They also have relevant experience buying media for targeted

communities, including DACs and communities with limited English proficiency. Fraser will:

- Provide marketing, education and outreach services to support CPA's programs and customer acquisition goals. This includes developing creative concepts and materials, marketing and paid media plans, and purchasing paid media under the direction of CPA staff.

Terms and Pricing

Contractors will be compensated for time and materials according to hourly prices provided as part of the contractor's proposal and represented in the attached contracts subject to the specified NTE amount.

FISCAL IMPACT

The proposed contract costs are included the FY 2021/2022 budget. In the case of contract renewal, costs that occur in subsequent fiscal years would be included in the relevant proposed FY budgets submitted to the Board for approval. Approximately 45% of the FY 2021/22 costs will be reimbursed by the CPUC as part of the Power Share program. The investment in AMP outreach is expected to generate ROI in the form of revenue recovery in excess of \$2 million next year.

ATTACHMENTS

- 1) [Professional Services Agreement with Celtis Ventures, Inc.](#)
- 2) [Professional Services Agreement with Pastilla, Inc.](#)
- 3) [Professional Services Agreement with Fraser/White, Inc. dba Fraser Communications](#)

Clean Power Alliance of Southern California

This Professional Services Agreement (this “Agreement”), dated and effective as of June 3, 2021 (the “Effective Date”), is made by and between:

CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA (“CPA”), and

CELTIS VENTURES, INC. (“Contractor”).

CPA and Contractor are sometimes collectively referred to herein as the “Parties” and each individually as a “Party.” In consideration of the terms of this Agreement, and for other good and valuable consideration, the Parties make the following acknowledgments and agreements:

RECITALS

WHEREAS, CPA may contract with a provider for CPA brand refresh and website redesign, external affairs program management, digital marketing, and other digital activities;

WHEREAS, CPA conducted a Request for Proposal (“RFP”) and CPA selected Contractor because Contractor has the expertise and experience to provide the specified services to CPA and offered CPA the Best Value;

WHEREAS, Contractor desires to provide these specified services to CPA;

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions upon which Contractor shall provide services to the CPA;

NOW, THEREFORE, it is agreed based on the consideration set forth below by the Parties to this Agreement as follows:

AGREEMENT

1. Definitions

- a. The definition of “Confidential Information” is set forth in paragraph 10.b. of this Agreement.
- b. “CPA Data” shall mean all data gathered or created by Contractor in the performance of the Services pursuant to this Agreement, including any customer or customer-related data.
- c. “CPA Information” shall mean all confidential, proprietary, or sensitive information provided by CPA to Contractor in connection with this Agreement.
- d. “CPA Materials” shall mean all finished or unfinished content, writing and design of materials but not limited to messaging, design, personalization, or other materials, reports, plans, studies, documents and other writings prepared

by Contractor, its officers, employees and agents for CPA for the performance of, the purpose of, or in the course of implementing this Agreement.

- e. “CPA Product” includes collectively CPA Data, CPA Information, and CPA Materials.
- f. “Services” shall mean the scope of work Contractor provides to CPA as specified in Exhibit A.

2. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A – Scope of Work
Exhibit B – RESERVED
Exhibit C – Compensation
Exhibit D – RESERVED

Should a conflict arise between language in the body of this Agreement and any exhibit or attachment to this Agreement, the language in the body of this Agreement controls, followed by Exhibit A, B, C, and D in that order.

3. Services to be Performed by Contractor.

In consideration of the payments set forth in this Agreement and in Exhibit C, Contractor shall perform services for CPA in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibits A and B (“Services”).

4. Compensation

CPA agrees to compensate Contractor as specified in Exhibit C:

- a. In consideration of the Services provided by Contractor in accordance with all terms, conditions and specifications set forth in this Agreement and Exhibit A, CPA shall make payment to Contractor on the time and material rates with a not-to-exceed amount and in the manner specified in Exhibit C.
- b. Unless otherwise indicated in Exhibit C, Contractor shall invoice CPA monthly to accountspayable@cleanpoweralliance.org for all compensation related to Services performed during the previous month. Payments shall be due within fifteen (15) calendar days after the date the invoice is submitted to CPA at the specified email address. All payments must be made in U.S. dollars.

5. Term

Subject to compliance with all terms and conditions of this Agreement, the term of this Agreement shall be one (1) year from the Effective Date (“Initial Term”). At the end of the Initial Term, the Parties may renew this Agreement for successive one (1) year terms for a maximum of two years (each, a “Renewal Term”), unless either Party provides ninety (90) days prior written notice of its intent not to renew the term of the Agreement (“Renewal

Notice”). Each twelve-month period following the Effective Date may be referred to as a “contract year.”

6. Termination

- a. Termination for Convenience. CPA may terminate the Agreement in accordance with this paragraph in whole, or from time to time in part, whenever CPA determines that termination is in CPA’s best interests. A termination for convenience, in part or in whole, shall take effect by CPA delivering to Contractor, at least thirty (30) calendar days prior to the effective date of the termination or prior to a Notice of Termination specifying the extent to which performance of the Services under the Agreement is terminated.

If the termination for convenience is partial, Contractor may submit to CPA a request in writing for equitable adjustment of price or prices specified in the Agreement relating to the portion of this Agreement which is not terminated. CPA may, but shall not be required to, agree on any such equitable adjustment. Nothing contained herein shall limit the right of CPA and Contractor to agree upon amount or amounts to be paid to Contractor for completing the continued portion of the Agreement when the Agreement does not contain an established price for the continued portion. Nothing contained herein shall limit CPA’s rights and remedies at law.

- b. Termination for Default. If Contractor fails to provide in any manner the Services required under this Agreement, otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or law which applies to its performance herein and such default continues uncured for thirty (30) calendar days after written notice is given to Contractor, CPA may terminate this Agreement by giving five (5) business days’ written notice. If Contractor requires more than thirty (30) calendar days to cure, then CPA may, at its sole discretion, authorize additional time as may reasonably be required to effect such cure provided that Contractor diligently and continuously pursues such cure.
- c. Termination for Lack of Third-Party Funding. CPA may terminate this Agreement if funding for this Agreement is reduced or eliminated by a third-party funding source.
- d. Effect of Termination. Upon the effective date of expiration or termination of this Agreement: (i) Contractor may immediately cease providing Services in its entirety or if a termination to a part of the Agreement, cease providing the Services that have been terminated; (ii) any and all payment obligations of CPA under this Agreement will become due immediately except any equitable adjustment pursuant to paragraph 6(a); (iii) promptly transfer title and deliver to CPA all CPA Product or any work in progress pursuant to this Agreement; and (iv) each Party will promptly either return or destroy (as directed by the other Party) all Confidential Information of the other Party in its possession as well as any other materials or information of the other Party in its possession.

Upon such expiration or termination, and upon request of CPA, Contractor shall reasonably cooperate with CPA to ensure a prompt and efficient transfer of all

data, documents and other materials to CPA in a manner such as to minimize the impact of expiration or termination on CPA's customers.

7. Contract Materials

CPA owns all right, title and interest in and to all CPA Materials and CPA Data. Upon the expiration of this Agreement, or in the event of termination, CPA Materials and all CPA Information, in whatever form and in any state of completion, shall remain the property of CPA and shall be promptly returned to CPA. Upon termination, Contractor may make and retain a copy of such Contract Materials if required by law or pursuant to the Contractor's reasonable document retention or destruction policies.

8. Payments of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required for it to provide the Services to be performed under this Agreement at Contractor's own expense prior to commencement of the Services.

9. No Recourse against Constituent Members

CPA is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to the Joint Powers Agreement and is a public entity separate from its constitute members. CPA shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of CPA's constituent members in connection with this Agreement.

10. Confidential Information.

- a. Duty to Maintain Confidentiality. Contractor agrees that Contractor will hold all Confidential Information in confidence, and will not divulge, disclose, or directly or indirectly use, copy, digest, or summarize, any Confidential Information unless necessary to comply with any applicable law, regulation, or in connection with any court or regulatory proceeding applicable in which case, any disclosure shall be subject to this paragraph 10.c. and d., below
- b. Definition of "Confidential Information". The following constitutes "Confidential Information," whether oral or written: (a) the terms and conditions of, and proposals and negotiations related to, this Agreement, (b) information, in whatever form, that CPA shares with Contractor in the course and scope of this Agreement, or (c) information that either Contractor stamps or otherwise identifies as "confidential" or "proprietary" before disclosing it to the other.

Confidential Information shall not include: (1) information that is generally available to the public or in the public domain at the time of disclosure; (2) information that becomes publicly known other than through any breach of this Agreement by Contractor or its Representatives; (3) information which is subsequently lawfully and in good faith obtained by Contractor or its Representatives from a third party, as shown by documentation sufficient to establish the third party as the source of the Confidential Information; provided

that the disclosure of such information by such third party is not known by Contractor or its Representatives to be in breach of a confidentiality agreement or other similar obligation of confidentiality; (4) information that Contractor or its Representatives develop independently without use of or reference to Confidential Information provided by Contractor; or (5) information that is approved for release in writing by Contractor.

- c. California Public Records Act. The Parties acknowledge and agree that the Agreement including but not limited to any communication or information exchanged between the Parties, any deliverable, or work product are subject to the requirements of the California Public Records Act (Government Code Section 6250 et seq.). In order to designate information as confidential, the Disclosing Party must clearly stamp and identify the specific portion of the material designated with the word “Confidential.” The Parties agree not to over-designate material as Confidential Information. Over-designation includes stamping whole agreements, entire pages or series of pages as “Confidential” that clearly contain information that is not Confidential Information.
- d. Third Party Request for Confidential Information. Upon request or demand of any third person or entity not a Party hereto pursuant to the California Public Records Act for production, inspection and/or copying of Confidential Information (“Requested Confidential Information”), CPA will as soon as practical notify Contractor in writing via email that such request has been made. CPA will be solely responsible for taking at its sole expense whatever legal steps are necessary to prevent release to the third party of the Confidential Information designated by Contractor. If Contractor takes no such action after receiving the foregoing notice from CPA, CPA shall, at its discretion, be permitted to comply with the third party’s request or demand and is not required to defend against it. If Contractor does take or attempt to take such action, Contractor agrees to indemnify and hold harmless CPA, its officers, directors, employees and agents (“CPA Indemnified Parties”), from any claims, liability, award of attorneys’ fees, or damages, and to defend any action, claim or lawsuit brought against any of CPA Indemnified Parties for Contractor’s attempt to prevent disclosure or CPA’s refusal to disclose any Confidential Information.

11. Insurance

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to CPA within 10 business days after the Agreement is fully executed. The general liability policy shall be endorsed naming Clean Power Alliance of Southern California and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to CPA prior to commencement of work and maintained throughout the Term and any Renewal Term. Each certificate shall provide for thirty (30) days advance written notice to CPA of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Agreement and shall be payable on a per occurrence basis only, except those required by paragraph (d) below which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation on Contractor’s obligation under

paragraph 12 of this Agreement to indemnify, defend, and hold CPA harmless from any and all liabilities arising from the Contractor's negligence, recklessness or willful misconduct in the performance of this Agreement. CPA agrees to timely notify the Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the Agreement. In addition to any other available remedies, CPA may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

a. General Liability

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million (\$1,000,000.00) with a two million dollar (\$2,000,000.00) aggregate limit. CPA shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page.

b. Auto Liability

Where the services to be provided under this Agreement involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000.00).

c. Workers' Compensation

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to CPA prior to commencement of work.

d. Professional Liability Insurance

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Agreement or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Agreement effective date, the Contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000.00 per incident. If the deductible or self-insured retention amount exceeds \$100,000.00, CPA may ask for evidence that Contractor has segregated amounts in a special insurance reserve fund or Contractor's general insurance reserves are adequate to provide the necessary coverage and CPA may conclusively rely thereon.

Contractor shall be responsible for initiating, maintaining and supervising all safety

precautions and programs in connection with the performance of the Agreement. Contractor shall monitor the safety of the job site(s) during the project to comply with all applicable federal, state, and local laws, and to follow safe work practices.

12. Indemnification

Contractor agrees to indemnify, defend, and hold harmless CPA, its employees, officers, and agents, from and against, and shall assume full responsibility for payment of all wages, state or federal payroll, social security, income or self-employment taxes, with respect to Contractor's performance of this Agreement. Contractor further agrees to indemnify, and hold harmless CPA from and against any and all third- party claims, liabilities, penalties, forfeitures, suits, costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which CPA may hereafter incur, become responsible for, or pay out, as a result of death or bodily injuries to any person, destruction or physical damage to tangible property, or any violation of governmental laws, regulations or orders, to the extent caused by Contractor's negligent acts, errors or omissions, or the negligent acts, errors or omissions of Contractor's employees, agents, or subcontractors while in the performance of the terms and conditions of the Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of CPA, elected and appointed officers, employees, agents and volunteers.

13. Independent Contractor

- a. Contractor acknowledges that Contractor, its officers, employees, or agents will not be deemed to be an employee of CPA for any purpose whatsoever, including, but not limited to: (i) eligibility for inclusion in any retirement or pension plan that may be provided to employees of Contractor; (ii) sick pay; (iii) paid non-working holidays; (iv) paid vacations or personal leave days; (v) participation in any plan or program offering life, accident, or health insurance for employees of Contractor; (vi) participation in any medical reimbursement plan; or (vii) any other fringe benefit plan that may be provided for employees of Contractor.
- b. Contractor declares that Contractor will comply with all federal, state, and local laws regarding registrations, authorizations, reports, business permits, and licenses that may be required to carry out the work to be performed under this Agreement. Contractor agrees to provide CPA with copies of any registrations or filings made in connection with the work to be performed under this Agreement.

14. Compliance with Applicable Laws

The Contractor shall comply with any and all applicable federal, state and local laws and resolutions affecting Services covered by this Agreement.

15. Nondiscriminatory Employment

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age, protected veteran status, or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted

subcontractor is bound by and will comply with the nondiscrimination mandates of all federal, state and local statutes, regulations and ordinances.

16. Work Product.

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of CPA upon payment to Contractor for such work. CPA shall have the exclusive right to use such materials in its sole discretion without further compensation to Contractor or to any other party. Contractor shall, at CPA's expense, provide such reports, plans, studies, documents and writings to CPA or any party CPA may designate, upon written request. Contractor may keep file reference copies of all documents prepared for CPA.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when **both**: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of CPA, to:

Name/Title: Theodore Bardacke, Executive Director
Address: 801 S. Grand Ave., Suite 400
Los Angeles, CA 90017
Telephone: (213) 269-5890
Email: tbardacke@cleanpoweralliance.org

With a copy, which shall not serve as notice as required or specified herein, to:

Name/Title: CONTRACTING
Address: 801 S. Grand Ave., Suite 400
Los Angeles, CA 90017
Telephone: (213) 269-5890
Email: contracting@cleanpoweralliance.org

In the case of Contractor, to:

Name/Title: Matt Raymond, President/CEO
Address: Celtis: 215 Avenue I, Suite 104
Redondo Beach, CA 90277
Telephone: o 310.374.7570 m 213.379.1134
Email: Matt@celtis.com

18. Assignment

Neither this Agreement nor any of the Parties' rights or obligations hereunder may be

transferred or assigned without the prior written consent of the other Party. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

19. Subcontracting

Contractor may not subcontract Services to be performed under this Agreement without the prior written consent of CPA. If the CPA's written consent to a subcontract is not obtained, Contractor acknowledges and agrees that CPA will not be responsible for any fees or expenses claimed by such subcontractor.

20. Retention of Records and Audit Provision

Contractor and any subcontractors authorized by the terms of this Agreement shall keep and maintain on a current basis full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to this Agreement. Such records shall include, but not be limited to, documents supporting all income and all expenditures. CPA shall have the right, during regular business hours, to review and audit all records relating to this Agreement during the Agreement period and for at least five (5) years from the date of the completion or termination of this Agreement. Any review or audit may be conducted on Contractor's premises or, at CPA's option, Contractor shall provide all records within a maximum of fifteen (15) days upon receipt of written notice from CPA. Contractor shall refund any monies erroneously charged. Contractor shall have an opportunity to review and respond to or refute any report or summary of audit findings and shall promptly refund any overpayments made by CPA based on undisputed audit findings.

21. Conflict of Interest

- a. No CPA employee whose position with the CPA enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the CPA's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the CPA's approval or ongoing evaluation of such work.
- b. The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to CPA. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to

comply with the provisions of this paragraph shall be a material breach of this Agreement.

22. Publicity

Contractor shall not issue a press release or any public statement regarding the Agreement, Services contemplated by this Agreement, or any other related transaction unless CPA has agreed in writing the contents of any such public statement.

23. Governing Law, Jurisdiction, and Venue

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

24. Amendments

None of the terms and conditions of this Agreement may be changed, waived, modified or varied in any manner whatsoever unless in writing duly signed by the Parties.

25. Severability

Should any provision of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, such invalidity will not invalidate the whole of this Agreement, but rather, the remainder of the Agreement which can be given effect without the invalid provisions, will continue in full force and effect and will in no way be impaired or invalidated.

26. Complete Agreement

This Agreement constitutes the entire Agreement between the parties. No modification or amendment shall be valid unless made in writing and signed by each party. Failure of either party to enforce any provision or provisions of this Agreement will not waive any enforcement of any continuing breach of the same provision or provisions or any breach of any provision or provisions of this Agreement.

27. Counterparts

This Agreement may be executed in one or more counterparts, including facsimile(s), emails, or electronic signatures, each of which shall be deemed an original and all of which together will constitute one and the same instrument

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Celtis Ventures, Inc.

Clean Power Alliance of Southern California



By: Matt Raymond
Title: President/CEO

By: Theodore Bardacke
Title: Executive Director

Exhibit A – Scope of Work

PROJECT TASKS AND DELIVERABLES: Marketing support for CPA Brand and Agency Initiatives.

Task #1: Brand Refresh and Website Redesign

Under the direction of CPA staff, Contractor will plan and execute a refresh of CPA's current brand including a refresh of the website.

Deliverables for Task #1 and timeframe:

- a. Implement new brand on priority collateral by August 15, 2021. Priority collateral includes: PowerPoint (PPT) template, letterhead, business cards, website re-skin, agency brochure and new brand video;
- b. Develop CPA media plan to introduce new brand and present to CPA by August 1, 2021;
- c. Using design standards and guidelines provided, develop creative concepts by July 21, 2021;
- d. Create media plan for CPA brand that includes paid social, paid search and recommended strategic partnerships by August 1, 2021;
- e. Present photoshoot plan and begin execution by August 1, 2021;
- f. Website redesign plan by July 1, 2021 with support on the execution from CPA's digital and research contractor.
- g. Review copy clusters for website redesign on a weekly basis starting in July 2021 and to be complete by September 1, 2021.

Task #2: External Affairs (EA) Program Management and Staff Support

Contractor will provide program management support and staff augmentation to assist with tracking, delivery, and quality control of the EA program execution, including:

- a. Lead the development of a 3 year, a 1 year and a monthly plan/schedules working with other team members;
- b. Support best-in-class project management by recommending processes and standard operating procedures.

Deliverables for Task #2 and timeframe:

- a. Deliver a 3-year plan, a refresh of a 3-year plan, if appropriate, and a 1-year plan to CPA by August 15 every year;
- b. Deliver monthly schedules by the 1st of the prior month.
- c. Quarterly schedules shall be created for all EA activities;
- d. Identify a lead project manager who will sit with CPA EA team at least one day a week (preferably two) and report directly to EA Director on overall schedules, budgets and metrics.

Task #3: Support for Day-to-Day Digital Activities

Contractor will be responsible for day-to-day website content activities, will support CPA's social media initiatives via CPA's social media channels (Twitter, Facebook, LinkedIn and more as the agency expands), and will perform the following services at the direction of CPA staff, including:

- a. Develop social media content calendar;
- b. Develop social media content for all platforms (writing, graphic design, animation, research services);
- c. Coordinate with other CPA contractors and CPA staff on content;
- d. Develop social media dashboard and metrics;
- e. Develop website content – including Search Engine Optimization.

Deliverables for Task #3 and timeframe:

- a. Provide bi-weekly social media content calendar with copy, graphics, animations;
- b. Prepare a hashtag strategy for CPA's review and approval by August 15, 2021; once approved implement this strategy, as directed or revised by CPA from time to time;
- c. Prepare a dashboard for social media and update the dashboard on a weekly basis starting by July 1 and revise such dashboard, as directed by CPA from time to time;
- d. Support CPA's marketing and advertising initiatives by developing creative concepts, marketing plans, strategies and materials as requested.

Task #4 - Digital Marketing Services for Brand and Overarching Agency Activities

Contractor will support CPA's marketing and advertising initiatives by developing creative concepts, marketing plans, strategies and materials for the CPA brand and overarching agency initiatives, such as default rate changes) and shall perform the following services at the direction of CPA staff:

- a. Develop creative to support brand and initiatives such as Default Rate Changes, Residential TOU campaign;
- b. Plan for and conduct media planning and buying for brand and program initiatives;
- c. Plan for and conduct media targeting;
- d. Create dashboards, analyze metrics, and make recommendations to CPA for optimizations;
- e. Develop content to support digital marketing campaigns;
- f. Provide photographic and video services, as requested by CPA or as required herein;
- g. Provide graphic design services, as requested by CPA.

Deliverables for Task #4 and timeframe:

- a. Create media plan for the new brand refresh, as well as for other initiatives as directed or requested by CPA, such as Residential TOU;
- b. Provide for creative materials for each CPA initiative assigned to Contractor as directed and approved by CPA;
- c. Execute brand media campaign throughout the remainder of the Initial Term or for each of the Renewal Terms;
- d. Make recommendations to CPA for updates to the deliverables specified herein, by the end of each quarter;

- e. Provide ongoing creative development, media buying, reporting, and optimization for CPA brand and overarching agency initiatives as approved in the annual communications and marketing plan referenced in task 2a.

Exhibit B – RESERVED

Exhibit C – Compensation

During the Initial Term and any Renewal Term of the Agreement, CPA shall pay Contractor a blended rate of \$109 per hour for all professionals performing any work in support of this Agreement. CPA will not pay Contractor for any administrative costs, support, or services, or for Contractor overhead.

Task	Budget
1. Brand Refresh and Website Redesign	\$170,000 (inclusive of \$15,000 for media)
2. EA Project Management Support and Staff Augmentation	\$35,000
3. Day-to-Day Digital Activities Support of Social Media and Website	\$85,000
4. Digital Marketing Services	\$110,000 (inclusive of \$25,000 for media)

The Total Maximum Amount that CPA shall pay Contractor for all Services to be provided under this Professional Services Agreement shall not exceed Four Hundred Thirty Thousand (\$430,000) per contract year, inclusive of any Expense that Contractor may incur subject to CPA's approval ("Not-to-Exceed" or "NTE").

A project budget shall be presented and approved by CPA in writing for each task before any work commences.

Contractor shall satisfactorily perform and complete, in the judgement of CPA, all required Services in accordance with Exhibit A notwithstanding the fact that total payment from CPA shall not exceed the NTE.

Contractor shall provide CPA with monthly invoices, outlining hours and tasks completed. Hours should be organized by tasks. CPA shall pay approved invoices within 30 days of receipt.

Any travel, administrative, and materials ("Expense") will be billed at cost, as a pass through, and shall not to exceed \$30,000. Contractor shall obtain written approval from CPA prior to incurring any Expense. CPA reserves the right to reject and may not reimburse any Expense that was not approved in compliance with this provision.

Exhibit D – RESERVED

Clean Power Alliance of Southern California

This Professional Services Agreement (this “Agreement”), dated and effective as of June 3, 2021 (the “Effective Date”), is made by and between:

CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA (“CPA”), and
PASTILLA INC. (“Contractor”).

CPA and Contractor are sometimes collectively referred to herein as the “Parties” and each individually as a “Party.” In consideration of the terms of this Agreement, and for other good and valuable consideration, the Parties make the following acknowledgments and agreements:

RECITALS

WHEREAS, CPA may contract with a provider for digital strategy, back-end technology development, maintenance support for digital platforms such as the website, potential customer app, or other technology platform

WHEREAS, CPA conducted a Request for Proposal (“RFP”) and CPA selected Contractor because Contractor has the expertise and experience to provide the specified services to CPA and offered CPA the Best Value;

WHEREAS, Contractor desires to provide these specified services to CPA;

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions upon which Contractor shall provide services to the CPA;

NOW, THEREFORE, it is agreed based on the consideration set forth below by the Parties to this Agreement as follows:

AGREEMENT

1. Definitions

- a. The definition of “Confidential Information” is set forth in paragraph 10.b. of this Agreement.
- b. “CPA Data” shall mean all data gathered or created by Contractor in the performance of the Services pursuant to this Agreement, including any customer or customer-related data.
- c. “CPA Information” shall mean all confidential, proprietary, or sensitive information provided by CPA to Contractor in connection with this Agreement.
- d. “CPA Materials” shall mean all finished or unfinished content, writing and design of materials but not limited to messaging, design, personalization, or other materials, reports, plans, studies, documents and other writings prepared by Contractor, its officers, employees and agents for CPA for the performance of, the purpose of, or in the course of implementing this Agreement.

- e. “CPA Product” includes collectively CPA Data, CPA Information, and CPA Materials.
- f. “Services” shall mean the scope of work Contractor provides to CPA as specified in Exhibit A.

2. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A – Scope of Work
Exhibit B – RESERVED
Exhibit C – Compensation
Exhibit D – RESERVED

Should a conflict arise between language in the body of this Agreement and any exhibit or attachment to this Agreement, the language in the body of this Agreement controls, followed by Exhibit A, B, C, and D in that order.

3. Services to be Performed by Contractor.

In consideration of the payments set forth in this Agreement and in Exhibit C, Contractor shall perform services for CPA in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibits A and B (“Services”).

4. Compensation

CPA agrees to compensate Contractor as specified in Exhibit C:

- a. In consideration of the Services provided by Contractor in accordance with all terms, conditions and specifications set forth in this Agreement and Exhibit A, CPA shall make payment to Contractor based on the time and material rates with a not-to-exceed amount and in the manner specified in Exhibit C.
- b. Unless otherwise indicated in Exhibit C, Contractor shall invoice CPA monthly to accountspayable@cleanpoweralliance.org for all compensation related to Services performed during the previous month. Payments shall be due within fifteen (15) calendar days after the date the invoice is submitted to CPA at the specified email address. All payments must be made in U.S. dollars.

5. Term

Subject to compliance with all terms and conditions of this Agreement, the term of this Agreement shall be one (1) year from the Effective Date (“Initial Term”). At the end of the Initial Term, the Parties may renew this Agreement for successive one (1) year terms for a maximum of two years (each, a “Renewal Term”), unless either Party provides ninety (90) days prior written notice of its intent not to renew the term of the Agreement (“Renewal Notice”).

6. Termination

- a. Termination for Convenience. CPA may terminate the Agreement in accordance with this paragraph in whole, or from time to time in part, whenever CPA determines that termination is in CPA's best interests. A termination for convenience, in part or in whole, shall take effect by CPA delivering to Contractor, at least thirty (30) calendar days prior to the effective date of the termination or prior to a Notice of Termination specifying the extent to which performance of the Services under the Agreement is terminated.

If the termination for convenience is partial, Contractor may submit to CPA a request in writing for equitable adjustment of price or prices specified in the Agreement relating to the portion of this Agreement which is not terminated. CPA may, but shall not be required to, agree on any such equitable adjustment. Nothing contained herein shall limit the right of CPA and Contractor to agree upon amount or amounts to be paid to Contractor for completing the continued portion of the Agreement when the Agreement does not contain an established price for the continued portion. Nothing contained herein shall limit CPA's rights and remedies at law.

- b. Termination for Default. If Contractor fails to provide in any manner the Services required under this Agreement, otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or law which applies to its performance herein and such default continues uncured for thirty (30) calendar days after written notice is given to Contractor, CPA may terminate this Agreement by giving five (5) business days' written notice. If Contractor requires more than thirty (30) calendar days to cure, then CPA may, at its sole discretion, authorize additional time as may reasonably be required to effect such cure provided that Contractor diligently and continuously pursues such cure.
- c. Termination for Lack of Third-Party Funding. CPA may terminate this Agreement if funding for this Agreement is reduced or eliminated by a third-party funding source.
- d. Effect of Termination. Upon the effective date of expiration or termination of this Agreement: (i) Contractor may immediately cease providing Services in its entirety or if a termination to a part of the Agreement, cease providing the Services that have been terminated; (ii) any and all payment obligations of CPA under this Agreement will become due immediately except any equitable adjustment pursuant to paragraph 6(a); (iii) promptly transfer title and deliver to CPA all CPA Product or any work in progress pursuant to this Agreement; and (iv) each Party will promptly either return or destroy (as directed by the other Party) all Confidential Information of the other Party in its possession as well as any other materials or information of the other Party in its possession.

Upon such expiration or termination, and upon request of CPA, Contractor shall reasonably cooperate with CPA to ensure a prompt and efficient transfer of all data, documents and other materials to CPA in a manner such as to minimize the impact of expiration or termination on CPA's customers.

7. Contract Materials

CPA owns all right, title and interest in and to all CPA Materials and CPA Data. Upon the expiration of this Agreement, or in the event of termination, CPA Materials and all CPA Information, in whatever form and in any state of completion, shall remain the property of CPA and shall be promptly returned to CPA. Upon termination, Contractor may make and retain a copy of such Contract Materials if required by law or pursuant to the Contractor's reasonable document retention or destruction policies.

8. Payments of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required for it to provide the Services to be performed under this Agreement at Contractor's own expense prior to commencement of the Services.

9. No Recourse against Constituent Members

CPA is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to the Joint Powers Agreement and is a public entity separate from its constitute members. CPA shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of CPA's constituent members in connection with this Agreement.

10. Confidential Information.

- a. Duty to Maintain Confidentiality. Contractor agrees that Contractor will hold all Confidential Information in confidence, and will not divulge, disclose, or directly or indirectly use, copy, digest, or summarize, any Confidential Information unless necessary to comply with any applicable law, regulation, or in connection with any court or regulatory proceeding applicable in which case, any disclosure shall be subject to this paragraph 10.c. and d., below.
- b. Definition of "Confidential Information". The following constitutes "Confidential Information," whether oral or written: (a) the terms and conditions of, and proposals and negotiations related to, this Agreement, (b) information, in whatever form, that CPA shares with Contractor in the course and scope of this Agreement, or (c) information that either Contractor stamps or otherwise identifies as "confidential" or "proprietary" before disclosing it to the other.

Confidential Information shall not include: (1) information that is generally available to the public or in the public domain at the time of disclosure; (2) information that becomes publicly known other than through any breach of this Agreement by Contractor or its Representatives; (3) information which is subsequently lawfully and in good faith obtained by Contractor or its Representatives from a third party, as shown by documentation sufficient to establish the third party as the source of the Confidential Information; provided that the disclosure of such information by such third party is not known by Contractor or its Representatives to be in breach of a confidentiality agreement or other similar obligation of confidentiality; (4) information that Contractor or its Representatives develop independently without

use of or reference to Confidential Information provided by Contractor; or (5) information that is approved for release in writing by Contractor.

- c. California Public Records Act. The Parties acknowledge and agree that the Agreement including but not limited to any communication or information exchanged between the Parties, any deliverable, or work product are subject to the requirements of the California Public Records Act (Government Code Section 6250 et seq.). In order to designate information as confidential, the Disclosing Party must clearly stamp and identify the specific portion of the material designated with the word “Confidential.” The Parties agree not to over-designate material as Confidential Information. Over-designation includes stamping whole agreements, entire pages or series of pages as “Confidential” that clearly contain information that is not Confidential Information.
- d. Third Party Request for Confidential Information. Upon request or demand of any third person or entity not a Party hereto pursuant to the California Public Records Act for production, inspection and/or copying of Confidential Information (“Requested Confidential Information”), CPA will as soon as practical notify Contractor in writing via email that such request has been made. CPA will be solely responsible for taking at its sole expense whatever legal steps are necessary to prevent release to the third party of the Confidential Information designated by Contractor. If Contractor takes no such action after receiving the foregoing notice from CPA, CPA shall, at its discretion, be permitted to comply with the third party’s request or demand and is not required to defend against it. If Contractor does take or attempt to take such action, Contractor agrees to indemnify and hold harmless CPA, its officers, directors, employees and agents (“CPA Indemnified Parties”), from any claims, liability, award of attorneys’ fees, or damages, and to defend any action, claim or lawsuit brought against any of CPA Indemnified Parties for Contractor’s attempt to prevent disclosure or CPA’s refusal to disclose any Confidential Information.

11. Insurance

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to CPA within 10 business days after the Agreement is fully executed. The general liability policy shall be endorsed naming Clean Power Alliance of Southern California and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to CPA prior to commencement of work and maintained throughout the Term and any Renewal Term. Each certificate shall provide for thirty (30) days advance written notice to CPA of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Agreement and shall be payable on a per occurrence basis only, except those required by paragraph (d) below which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation on Contractor’s obligation under paragraph 12 of this Agreement to indemnify, defend, and hold CPA harmless from any and all liabilities arising from the Contractor’s negligence, recklessness or willful misconduct in the performance of this Agreement. CPA agrees to timely notify the Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the Agreement. In addition to any other available remedies, CPA may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

a. General Liability

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million (\$1,000,000.00) with a two million dollar (\$2,000,000.00) aggregate limit. CPA shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page.

b. Auto Liability

Where the services to be provided under this Agreement involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000.00).

c. Workers' Compensation

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to CPA prior to commencement of work.

d. Professional Liability Insurance

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Agreement or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Agreement effective date, the Contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000.00 per incident. If the deductible or self-insured retention amount exceeds \$100,000.00, CPA may ask for evidence that Contractor has segregated amounts in a special insurance reserve fund or Contractor's general insurance reserves are adequate to provide the necessary coverage and CPA may conclusively rely thereon.

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Agreement. Contractor shall monitor the safety of the job site(s) during the project to comply with all applicable federal, state, and local laws, and to follow safe work practices.

12. Indemnification

Contractor agrees to indemnify, defend, and hold harmless CPA, its employees, officers, and agents, from and against, and shall assume full responsibility for payment of all wages, state or federal payroll, social security, income or self-employment taxes, with respect to Contractor's performance of this Agreement. Contractor further agrees to indemnify, and hold harmless CPA from and against any and all third-party claims, liabilities, penalties, forfeitures, suits, costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which CPA may hereafter incur, become responsible for, or pay out, as a result of death or bodily injuries to any person, destruction or physical damage to tangible property, or any violation of governmental laws, regulations or orders, to the extent caused by Contractor's negligent acts, errors or omissions, or the negligent acts, errors or omissions of Contractor's employees, agents, or subcontractors while in the performance of the terms and conditions of the Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of CPA, elected and appointed officers, employees, agents and volunteers.

13. Independent Contractor

- a. Contractor acknowledges that Contractor, its officers, employees, or agents will not be deemed to be an employee of CPA for any purpose whatsoever, including, but not limited to: (i) eligibility for inclusion in any retirement or pension plan that may be provided to employees of Contractor; (ii) sick pay; (iii) paid non-working holidays; (iv) paid vacations or personal leave days; (v) participation in any plan or program offering life, accident, or health insurance for employees of Contractor; (vi) participation in any medical reimbursement plan; or (vii) any other fringe benefit plan that may be provided for employees of Contractor.
- b. Contractor declares that Contractor will comply with all federal, state, and local laws regarding registrations, authorizations, reports, business permits, and licenses that may be required to carry out the work to be performed under this Agreement. Contractor agrees to provide CPA with copies of any registrations or filings made in connection with the work to be performed under this Agreement.

14. Compliance with Applicable Laws

The Contractor shall comply with any and all applicable federal, state and local laws and resolutions affecting Services covered by this Agreement.

15. Nondiscriminatory Employment

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age, protected veteran status, or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all federal, state and local statutes, regulations and ordinances.

16. Work Product.

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of CPA upon payment to Contractor for such work. CPA shall have the exclusive right to use such materials in its sole discretion without further compensation to Contractor or to any other party. Contractor shall, at CPA's expense, provide such reports, plans, studies, documents and writings to CPA or any party CPA may designate, upon written request. Contractor may keep file reference copies of all documents prepared for CPA.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when **both**: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of CPA, to:

Name/Title: Theodore Bardacke, Executive Director
Address: 801 S. Grand Ave., Suite 400
Los Angeles, CA 90017
Telephone: (213) 269-5890
Email: tbardacke@cleanpoweralliance.org

With a copy, which shall not serve as notice as required or specified herein, to:

Name/Title: CONTRACTING
Address: 801 S. Grand Ave., Suite 400
Los Angeles, CA 90017
Telephone: (213) 269-5890
Email: contracting@cleanpoweralliance.org

In the case of Contractor, to:

Name/Title: Rudy Manning/President
Address: 530 S. Lake Ave Pasadena, CA 91101
Telephone + 1 626 415 4480
Email: rudy@pastilla.co _____

18. Assignment

Neither this Agreement nor any of the Parties' rights or obligations hereunder may be transferred or assigned without the prior written consent of the other Party. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

19. Subcontracting

Contractor may not subcontract Services to be performed under this Agreement without the prior written consent of CPA. If the CPA's written consent to a subcontract is not obtained, Contractor acknowledges and agrees that CPA will not be responsible for any fees or expenses claimed by such subcontractor.

20. Retention of Records and Audit Provision

Contractor and any subcontractors authorized by the terms of this Agreement shall keep and maintain on a current basis full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to this Agreement. Such records shall include, but not be limited to, documents supporting all income and all expenditures. CPA shall have the right, during regular business hours, to review and audit all records relating to this Agreement during the Agreement period and for at least five (5) years from the date of the completion or termination of this Agreement. Any review or audit may be conducted on Contractor's premises or, at CPA's option, Contractor shall provide all records within a maximum of fifteen (15) days upon receipt of written notice from CPA. Contractor shall refund any monies erroneously charged. Contractor shall have an opportunity to review and respond to or refute any report or summary of audit findings and shall promptly refund any overpayments made by CPA based on undisputed audit findings.

21. Conflict of Interest

- a. No CPA employee whose position with the CPA enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the CPA's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the CPA's approval or ongoing evaluation of such work.
- b. The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to CPA. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Agreement.

22. Publicity

Contractor shall not issue a press release or any public statement regarding the Agreement, Services contemplated by this Agreement, or any other related transaction unless CPA has agreed in writing the contents of any such public statement.

23. Governing Law, Jurisdiction, and Venue

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

24. Amendments

None of the terms and conditions of this Agreement may be changed, waived, modified or varied in any manner whatsoever unless in writing duly signed by the Parties.

25. Severability

Should any provision of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, such invalidity will not invalidate the whole of this Agreement, but rather, the remainder of the Agreement which can be given effect without the invalid provisions, will continue in full force and effect and will in no way be impaired or invalidated.

26. Complete Agreement

This Agreement constitutes the entire Agreement between the parties. No modification or amendment shall be valid unless made in writing and signed by each party. Failure of either party to enforce any provision or provisions of this Agreement will not waive any enforcement of any continuing breach of the same provision or provisions or any breach of any provision or provisions of this Agreement.

27. Counterparts

This Agreement may be executed in one or more counterparts, including facsimile(s), emails, or electronic signatures, each of which shall be deemed an original and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Pastilla Inc.

Clean Power Alliance of Southern California

By: _____

By: Theodore Bardacke

Title: _____

Title: Executive Director

Exhibit A – Scope of Work

PROJECT TASKS AND DELIVERABLES

Task #1: Digital Strategy: Website

Contractor will develop an overarching digital strategy addressing CPA's productive use of website based on target audiences. Through the use of quarterly key performance indicators (KPIs) and benchmarks, Contractor will make recommendations on optimizations on all digital platforms.

Deliverables for Task #1:

- a. Overarching digital strategy addressing the agency's productive use of a website. The initial strategy is due by September 1, 2021, and Contractor shall refresh such strategy at least on a monthly basis, if not sooner as appropriate based on need.
- b. Establish quarterly KPIs and benchmarks.
- c. Event Tracking on a quarterly basis.

Task #2: Market Research

Contractor will implement, as directed by CPA, a comprehensive annual market research program to measure CPA's brand awareness, customer attitudes and perceptions and the effectiveness of CPA digital campaigns.

Deliverables for Task #2:

- a. Conduct primary and secondary research twice a calendar year.
- b. Conduct annual focus groups. The activities for annual focus groups shall include the following:
 - Hold key group discussions with 75-150 individuals, including virtual sessions, as appropriate.
 - Develop questionnaire to be shared with key stakeholders, as directed by CPA, as follow-up.
 - Hold discussions with key stakeholder, including phone calls, as appropriate.
 - Design qualitative and quantitative- based questionnaire for actionable insights & digital experience creation
- c. Conduct digital testing, including but not limited to site map or card sorting by September 2021 and on an ongoing basis in conjunction with Task#3 Deliverable (b), at least on a quarterly basis if not sooner as appropriate based on need.
- d. Evaluate user experience by August 1 of each calendar year.

Task #3: Website Development and Maintenance

Contractor will perform back-end development and maintenance services for website and other digital platforms as they come online.

Deliverables for Task #3:

- a. Implement back-end website redesign, as well as any other back-end website modifications required during the contract year.
- b. Develop and maintain site map, wireframes, and components to support the new website by August 1, 2021 and on an ongoing basis, as directed or revised by CPA from time to time; This work will be done in conjunction with Task#2 deliverable (c).
- c. Conduct an audit of back-end website security and health by June 15, 2021 and on the fifteenth day of every month during the Initial Term or Renewal Term, or as directed or revised by CPA from time to time.
- d. Support day-to-day back-end maintenance and development of the website, including the following:
 - Conduct daily backups.
 - Update software and implement patches and continue to provide such updates or patches proactively.
 - Provide up to 20 hours per month developer support for submitted tickets, including:
 - Bug fixes.
 - Any enhancements made to the website by CPA provided that the total does not exceed the 20 hour per month allotment as specified above and Contractor completes requested enhancement within a commercially-reasonable time. Any services requested by CPA that exceed the 20-hour month allotment will be subject to, at a minimum, a separate not-to-exceed amount which the parties will agree to in writing.
 - Use best effort to resolve outstanding problems, provide daily updates for critical site issues, and provide weekly but no less than once every two weeks reporting for product backlog items.
 - Provide access to JIRA ticketing system for real-time status reporting and updates.
- e. Make recommendations to ensure CPA has a secure and high-functioning website.

Exhibit B – RESERVED

Exhibit C – Compensation

During the Initial Term and any Renewal Term of the Agreement, CPA shall pay Contractor, at the following hourly rates, to the personnel listed below:

Name	Hourly Rate
Creative Director, Digital Marketing Strategist, Social Media Strategist, Technology Lead, Market Research Manager	\$225
Sr. Graphic Designer, Art Director, Developers, Digital Marketing Manager, Social Media Manager, Graphic Designer, Production Artist, Photographer, Videographer, Copywriter	\$150
Project Manager, Account Manager, Market Research Analyst, Production Manager, Translation	\$75

CPA will not pay Contractor for any administrative costs, support, or services, and/or any overhead.

Task	Budget
Task #1: Digital Strategy	\$25,000
Task #2: Market Research	\$70,000
Task #3: Website development and maintenance	\$80,000

The Total Maximum Amount that CPA shall pay Contractor for all Services to be provided under this Professional Services Agreement shall not exceed One Hundred Eighty-Five (\$185,000) per contract year, inclusive of any Expense that Contractor may incur subject to CPA's approval ("Not-to-Exceed" or "NTE").

A project budget shall be presented and approved by CPA for each task before any work commences. CPA reserves the right to reject and to not pay costs that were not approved in compliance with this provision.

Contractor shall satisfactorily perform and complete, in the judgement of CPA, all required Services in accordance with Exhibit A notwithstanding the fact that total payment from CPA shall not exceed the NTE.

Contractor shall provide CPA with monthly invoices, outlining hours and tasks completed. Hours should be organized by tasks. CPA shall pay approved invoices within 30 days of receipt.

Any travel, administrative, media, and materials ("Expense") will be billed at cost, as a pass through, and shall not to exceed \$10,000. Contractor shall obtain written approval from CPA prior to incurring any Expense. CPA reserves the right to reject and may not reimburse any Expense that was not approved in compliance with this provision.

Exhibit D – RESERVED

Clean Power Alliance of Southern California

This Professional Services Agreement (this “Agreement”), dated and effective as of June 3, 2021 (the “Effective Date”), is made by and between:

CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA (“CPA”), and

FRASER/WHITE, INC. dba FRASER COMMUNICATIONS (“Contractor”).

CPA and Contractor are sometimes collectively referred to herein as the “Parties” and each individually as a “Party.” In consideration of the terms of this Agreement, and for other good and valuable consideration, the Parties make the following acknowledgments and agreements:

RECITALS

WHEREAS, CPA may contract with a provider for marketing, education and outreach support services related to customer acquisition of CPA’s customer programs, including but not limited to Power Response, CalEVIP, Community Solar, and Power Share;

WHEREAS, CPA conducted a Request for Proposal and CPA selected Contractor because Contractor has the expertise and experience to provide the specified services to CPA and offered CPA the Best Value;

WHEREAS, Contractor desires to provide these specified services to CPA;

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions upon which Contractor shall provide services to the CPA;

NOW, THEREFORE, it is agreed based on the consideration set forth below by the Parties to this Agreement as follows:

AGREEMENT

1. Definitions

- a. The definition of “Confidential Information” is set forth in paragraph 10.b. of this Agreement.
- b. “CPA Data” shall mean all data gathered or created by Contractor in the performance of the Services pursuant to this Agreement, including any customer or customer-related data.
- c. “CPA Information” shall mean all confidential, proprietary, or sensitive information provided by CPA to Contractor in connection with this Agreement.
- d. “CPA Materials” shall mean all finished or unfinished content, writing and design of materials but not limited to messaging, design, personalization, or other materials, reports, plans, studies, documents and other writings prepared by Contractor, its officers, employees and agents for CPA for the performance of, the purpose of, or in the course of implementing this Agreement.

- e. “CPA Product” includes collectively CPA Data, CPA Information, and CPA Materials.
- f. “Services” shall mean the scope of work Contractor provides to CPA as specified in Exhibit A.

2. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A – Scope of Work
Exhibit B – Reserved
Exhibit C – Payments and Rates
Exhibit D – Reserved

Should a conflict arise between language in the body of this Agreement and any exhibit or attachment to this Agreement, the language in the body of this Agreement controls, followed by Exhibit A, B, C, and D in that order.

3. Services to be Performed by Contractor.

In consideration of the payments set forth in this Agreement and in Exhibit C, Contractor shall perform services for CPA in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibits A and B (“Services”).

4. Compensation

CPA agrees to compensate Contractor as specified in Exhibit C:

- a. In consideration of the Services provided by Contractor in accordance with all terms, conditions and specifications set forth in this Agreement and Exhibit A, CPA shall make payment to Contractor based on the time and material rates with a not-to-exceed amount and in the manner specified in Exhibit C.
- b. Unless otherwise indicated in Exhibit C, Contractor shall invoice CPA monthly to accountspayable@cleanpoweralliance.org for all compensation related to Services performed during the previous month. Payments shall be due within fifteen (15) calendar days after the date the invoice is submitted to CPA at the specified email address. All payments must be made in U.S. dollars.

5. Term

Subject to compliance with all terms and conditions of this Agreement, the term of this Agreement shall be one (1) year from the Effective Date (“Initial Term”). At the end of the Initial Term, the Parties may renew this Agreement for successive one (1) year terms for a maximum of two years (each, a “Renewal Term”), unless either Party provides ninety (90) days prior written notice of its intent not to renew the term of the Agreement (“Renewal Notice”). The twelve-month period following the Effective Date is also referred to as “contract year.”

6. Termination

- a. Termination for Convenience. CPA may terminate the Agreement in accordance with this paragraph in whole, or from time to time in part, whenever CPA determines that termination is in CPA's best interests. A termination for convenience, in part or in whole, shall take effect by CPA delivering in writing to Contractor, at least sixty (60) calendar days prior to the effective date of the termination or prior to a Notice of Termination specifying the extent to which performance of the Services under the Agreement is terminated.

If the termination for convenience is partial, Contractor may submit to CPA a request in writing for equitable adjustment of price or prices specified in the Agreement relating to the portion of this Agreement which is not terminated. CPA may, but shall not be required to, agree on any such equitable adjustment. Nothing contained herein shall limit the right of CPA and Contractor to agree upon amount or amounts to be paid to Contractor for completing the continued portion of the Agreement when the Agreement does not contain an established price for the continued portion. Nothing contained herein shall limit CPA's rights and remedies at law.

- b. Termination for Default. If Contractor fails to provide in any manner the Services required under this Agreement, otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation or law which applies to its performance herein and such default continues uncured for thirty (30) calendar days after written notice is given to Contractor, CPA may terminate this Agreement by giving five (5) business days' written notice. If Contractor requires more than thirty (30) calendar days to cure, then CPA may, at its sole discretion, authorize additional time as may reasonably be required to effect such cure provided that Contractor diligently and continuously pursues such cure.
- c. Termination for Lack of Third-Party Funding. CPA may terminate this Agreement if funding for this Agreement is reduced or eliminated by a third-party funding source. CPA agrees to pay all sums due and owing on media contracts and all media penalties or short-rates resulting from the breach of such contracts by Contractor at the written direction of CPA.

In the event that CPA requests a cancellation of any media after it has been approved and booked, Contractor will endeavor to have the booking canceled at no charge to CPA. However, Contractor does not guarantee that a booking can be canceled at no charge to CPA, and in particular if a cancellation is within four weeks of the air or publication date, such a cancellation is unlikely. Therefore, to the extent there are charges for a canceled booking CPA agrees to pay any such charges in full.

- d. Effect of Termination. Upon the effective date of expiration or termination of this Agreement: (i) Contractor may immediately cease providing Services in its entirety or if a termination to a part of the Agreement, cease providing the Services that have been terminated; (ii) any and all payment obligations of CPA under this Agreement will become due immediately except any equitable adjustment pursuant to paragraph 6(a); (iii) promptly transfer title and deliver to CPA all CPA Product or any work in progress pursuant to this Agreement; and (iv) each Party will promptly either return or destroy (as directed by the other Party) all Confidential Information of the other Party in its

possession as well as any other materials or information of the other Party in its possession.

Upon such expiration or termination, and upon request of CPA, Contractor shall reasonably cooperate with CPA to ensure a prompt and efficient transfer of all data, documents and other materials to CPA in a manner such as to minimize the impact of expiration or termination on CPA's customers.

7. Contract Materials

CPA owns all right, title and interest in and to all CPA Materials and CPA Data. Upon the expiration of this Agreement, or in the event of termination, CPA Materials and all CPA Information, in whatever form and in any state of completion, shall remain the property of CPA and shall be promptly returned to CPA. Upon termination, Contractor may make and retain a copy of such Contract Materials if required by law or pursuant to the Contractor's reasonable document retention or destruction policies.

8. Payments of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required for it to provide the Services to be performed under this Agreement at Contractor's own expense prior to commencement of the Services.

9. No Recourse against Constituent Members

CPA is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to the Joint Powers Agreement and is a public entity separate from its constitute members. CPA shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of CPA's constituent members in connection with this Agreement.

10. Confidential Information.

- a. Duty to Maintain Confidentiality. Contractor agrees that Contractor will hold all Confidential Information in confidence, and will not divulge, disclose, or directly or indirectly use, copy, digest, or summarize, any Confidential Information unless necessary to comply with any applicable law, regulation, or in connection with any court or regulatory proceeding applicable in which case, any disclosure shall be subject to this paragraph 10.c. and d., below
- b. Definition of "Confidential Information". The following constitutes "Confidential Information," whether oral or written: (a) the terms and conditions of, and proposals and negotiations related to, this Agreement, (b) information, in whatever form, that CPA shares with Contractor in the course and scope of this Agreement, or (c) information that either Contractor stamps or otherwise identifies as "confidential" or "proprietary" before disclosing it to the other.

Confidential Information shall not include: (1) information that is generally available to the public or in the public domain at the time of disclosure; (2) information that becomes publicly known other than through any breach of this Agreement by Contractor or its Representatives; (3) information which is subsequently lawfully and

in good faith obtained by Contractor or its Representatives from a third party, as shown by documentation sufficient to establish the third party as the source of the Confidential Information; provided that the disclosure of such information by such third party is not known by Contractor or its Representatives to be in breach of a confidentiality agreement or other similar obligation of confidentiality; (4) information that Contractor or its Representatives develop independently without use of or reference to Confidential Information provided by Contractor; or (5) information that is approved for release in writing by Contractor.

- c. California Public Records Act. The Parties acknowledge and agree that the Agreement including but not limited to any communication or information exchanged between the Parties, any deliverable, or work product are subject to the requirements of the California Public Records Act (Government Code Section 6250 et seq.). In order to designate information as confidential, the Disclosing Party must clearly stamp and identify the specific portion of the material designated with the word “Confidential.” The Parties agree not to over-designate material as Confidential Information. Over-designation includes stamping whole agreements, entire pages or series of pages as “Confidential” that clearly contain information that is not Confidential Information.
- d. Third Party Request for Confidential Information. Upon request or demand of any third person or entity not a Party hereto pursuant to the California Public Records Act for production, inspection and/or copying of Confidential Information (“Requested Confidential Information”), CPA will as soon as practical notify Contractor in writing via email that such request has been made. CPA will be solely responsible for taking at its sole expense whatever legal steps are necessary to prevent release to the third party of the Confidential Information designated by Contractor. If Contractor takes no such action after receiving the foregoing notice from CPA, CPA shall, at its discretion, be permitted to comply with the third party’s request or demand and is not required to defend against it. If Contractor does take or attempt to take such action, Contractor agrees to indemnify and hold harmless CPA, its officers, directors, employees and agents (“CPA Indemnified Parties”), from any claims, liability, award of attorneys’ fees, or damages, and to defend any action, claim or lawsuit brought against any of CPA Indemnified Parties for Contractor’s attempt to prevent disclosure or CPA’s refusal to disclose any Confidential Information.

11. Insurance

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to CPA within 10 business days after the Agreement is fully executed. The general liability policy shall be endorsed naming Clean Power Alliance of Southern California and its employees, officers and agents as additional insureds. The certificate(s) of insurance and required endorsement shall be furnished to CPA prior to commencement of work and maintained throughout the Term and any Renewal Term. Each certificate shall provide for thirty (30) days advance written notice to CPA of any cancellation or reduction in coverage. Said policies shall remain in force through the life of this Agreement and shall be payable on a per occurrence basis only, except those required by paragraph (d) below which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation on Contractor’s obligation under paragraph 12 of this Agreement to indemnify, defend, and hold CPA harmless from any and all liabilities arising from the Contractor’s negligence, recklessness or willful misconduct in the performance of this

Agreement. CPA agrees to timely notify the Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of the Agreement. In addition to any other available remedies, CPA may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

a. General Liability

The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million (\$1,000,000.00) with a two million dollar (\$2,000,000.00) aggregate limit. CPA shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page.

b. Auto Liability

Where the services to be provided under this Agreement involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of one million dollars combined single limit (\$1,000,000.00).

c. Workers' Compensation

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance or a copy of the Certificate of Consent to Self-Insure shall be provided to CPA prior to commencement of work.

d. Professional Liability Insurance

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Agreement or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Agreement effective date, the Contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000.00 per incident. If the deductible or self-insured retention amount exceeds \$100,000.00, CPA may ask for evidence that Contractor has segregated amounts in a special insurance reserve fund or Contractor's general insurance reserves are adequate to provide the necessary coverage and CPA may conclusively rely thereon.

Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Agreement. Contractor shall monitor the safety of the job site(s) during the project to comply with all applicable federal, state, and local laws, and to follow safe work practices.

12. Indemnification

Contractor agrees to indemnify, defend, and hold harmless CPA, its employees, officers, and agents, from and against, and shall assume full responsibility for payment of all wages, state or federal payroll, social security, income or self-employment taxes, with respect to Contractor's performance of this Agreement. Contractor further agrees to indemnify, and hold harmless CPA from and against any and all third- party claims, liabilities, penalties, forfeitures, suits, costs and expenses incident thereto (including costs of defense, settlement, and reasonable attorney's fees), which CPA may hereafter incur, become responsible for, or pay out, as a result of death or bodily injuries to any person, destruction or physical damage to tangible property, or any violation of governmental laws, regulations or orders, to the extent caused by Contractor's negligent acts, errors or omissions, or the negligent acts, errors or omissions of Contractor's employees, agents, or subcontractors while in the performance of the terms and conditions of the Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of CPA, elected and appointed officers, employees, agents and volunteers.

CPA agrees to be responsible for the accuracy, completeness, and propriety of information concerning CPA's organization, industry and products that CPA furnished to Contractor in connection with the performance of this Agreement.

CPA agrees that with regard to any and all claims or representations regarding CPA's business, product(s), service(s) or message(s) as contained in any and all material which Contractor creates or produces for CPA or in which Contractor is involved on CPA's behalf, and which has been approved by CPA, CPA shall indemnify, defend (through counsel reasonably acceptable to Contractor) and hold Contractor free and harmless from and against all claims, actions, causes of action, disputes, debts, obligations, liabilities, losses, costs and expenses, including attorneys' fees arising from or pertaining in any manner whatsoever to said material.

IN NO EVENT SHALL CPA BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES.

13. Independent Contractor

- a. Contractor acknowledges that Contractor, its officers, employees, or agents will not be deemed to be an employee of CPA for any purpose whatsoever, including, but not limited to: (i) eligibility for inclusion in any retirement or pension plan that may be provided to employees of Contractor; (ii) sick pay; (iii) paid non-working holidays; (iv) paid vacations or personal leave days; (v) participation in any plan or program offering life, accident, or health insurance for employees of Contractor; (vi) participation in any medical reimbursement plan; or (vii) any other fringe benefit plan that may be provided for employees of Contractor.
- b. Contractor declares that Contractor will comply with all federal, state, and local laws regarding registrations, authorizations, reports, business permits, and licenses that may be required to carry out the work to be performed under this Agreement. Contractor

agrees to provide CPA with copies of any registrations or filings made in connection with the work to be performed under this Agreement.

14. Compliance with Applicable Laws

The Contractor shall comply with any and all applicable federal, state and local laws and resolutions affecting Services covered by this Agreement.

15. Nondiscriminatory Employment

Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, color, religion, nationality, sex, sexual orientation, age, protected veteran status, or condition of disability. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all federal, state and local statutes, regulations and ordinances.

16. Work Product.

All finished and unfinished reports, plans, studies, documents and other writings prepared by and for Contractor, its officers, employees and agents in the course of implementing this Agreement shall become the sole property of CPA upon payment to Contractor for such work. CPA shall have the exclusive right to use such materials in its sole discretion without further compensation to Contractor or to any other party. Contractor shall, at CPA's expense, provide such reports, plans, studies, documents and writings to CPA or any party CPA may designate, upon written request. Contractor may keep file reference copies of all documents prepared for CPA.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when **both**: (1) transmitted via email to the email address listed below; **and** (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of CPA, to:

Name/Title: Theodore Bardacke, Executive Director
Address: 801 S. Grand Ave., Suite 400
Los Angeles, CA 90017
Telephone: (213) 269-5890
Email: tbardacke@cleanpoweralliance.org

With a copy, which shall not serve as notice as required or specified herein, to:

Name/Title: CONTRACTING
Address: 801 S. Grand Ave., Suite 400
Los Angeles, CA 90017
Telephone: (213) 269-5890
Email: contracting@cleanpoweralliance.org

In the case of Contractor, to:

Name/Title: Renee Fraser, PhD, CEO
Address: 1631 Pontius Avenue
Los Angeles, CA 90025
Telephone: (310) 319-9101
Email: rfraser@frasercommunications.com

18. Assignment

Neither this Agreement nor any of the Parties' rights or obligations hereunder may be transferred or assigned without the prior written consent of the other Party. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

19. Subcontracting

Contractor may not subcontract Services to be performed under this Agreement without the prior written consent of CPA. If the CPA's written consent to a subcontract is not obtained, Contractor acknowledges and agrees that CPA will not be responsible for any fees or expenses claimed by such subcontractor.

20. Retention of Records and Audit Provision

Contractor and any subcontractors authorized by the terms of this Agreement shall keep and maintain on a current basis full and complete documentation and accounting records, employees' time sheets, and correspondence pertaining to this Agreement. Such records shall include, but not be limited to, documents supporting all income and all expenditures. CPA shall have the right, during regular business hours, to review and audit all records relating to this Agreement during the Agreement period and for at least five (5) years from the date of the completion or termination of this Agreement. Any review or audit may be conducted on Contractor's premises or, at CPA's option, Contractor shall provide all records within a maximum of fifteen (15) days upon receipt of written notice from CPA. Contractor shall refund any monies erroneously charged. Contractor shall have an opportunity to review and respond to or refute any report or summary of audit findings, and shall promptly refund any overpayments made by CPA based on undisputed audit findings.

21. Conflict of Interest

- a. No CPA employee whose position with the CPA enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the CPA's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the CPA's approval or ongoing evaluation of such work.
- b. The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of

interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to CPA. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Agreement.

22. Publicity

Contractor shall not issue a press release or any public statement regarding the Agreement, Services contemplated by this Agreement, or any other related transaction unless CPA has agreed in writing the contents of any such public statement.

23. Governing Law, Jurisdiction, and Venue

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

24. Amendments

None of the terms and conditions of this Agreement may be changed, waived, modified or varied in any manner whatsoever unless in writing duly signed by the Parties.

25. Severability

Should any provision of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, such invalidity will not invalidate the whole of this Agreement, but rather, the remainder of the Agreement which can be given effect without the invalid provisions, will continue in full force and effect and will in no way be impaired or invalidated.

26. Complete Agreement

This Agreement constitutes the entire Agreement between the parties. No modification or amendment shall be valid unless made in writing and signed by each party. Failure of either party to enforce any provision or provisions of this Agreement will not waive any enforcement of any continuing breach of the same provision or provisions or any breach of any provision or provisions of this Agreement.

27. Counterparts

This Agreement may be executed in one or more counterparts, including facsimile(s), emails, or electronic signatures, each of which shall be deemed an original and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Fraser Communications

Clean Power Alliance of Southern California

By: Renee Fraser, PhD
Title: CEO

By: Theodore Bardacke
Title: Executive Director

Exhibit A – Scope of Work

PROJECT TASKS AND DELIVERABLES

Contractor will provide External Affairs (Marketing, education and outreach) services in support of customer acquisition goals associated with the following programs:

- Power Share
- Community Solar
- Power Response
- CalEVIP

Contractor shall not commence work without CPA written approval.

Task #1 - Digital Marketing Services for Power Share (DAC-GT)

Contractor will provide External Affairs a year-long plan using the provided budget for review/feedback and for written approval that achieves CPA's customer acquisition efforts for the Power Share program. This support includes developing creative concepts, marketing plans, strategies and materials and shall perform the following services at the direction of CPA staff:

- a. Develop creative, aligned with CPA's brand standards, for CPA's Power Share program;
- b. Plan for and conduct media planning and buying for Power Share in support of customer acquisition goals as outlined in the year-long plan;
- c. Provide creative ideas to support grassroots outreach in support of customer acquisition goals;
- d. Create dashboards, analyze metrics, and make recommendations to CPA for optimizations to ensure ROI and meeting customer acquisition goals;
- e. Develop content in support of Power Share including social media posts, digital banner, brochures, postcards as outlined in the year-long plan;
- f. Translation services for Spanish and Mandarin;
- g. Media and outreach plans must be targeted to DACs and to reach diverse communities;
- h. Coordinate with internal partners and other consultants and contractor teams regularly; and,
- i. Create toolkits for stakeholders.

Deliverables for Task #1 and Timeframe:

- a. Create annual Marketing Communication Plan by July 1 each year;
- b. Create media plan by Aug. 1 each year;
- c. Deliver creative assets by Aug. 1, and refresh as needed;
- d. Implement the media plan, as directed or revised by CPA from time to time;
- e. Provide ongoing creative development, media buying, reporting and optimization for Power Share as approved in the Power Share Marketing Communications Plan; and,
- f. Create toolkits for stakeholders for each set of deliverables.

Task #2 – External Affairs Support for Community Solar (CSGT)

Contractor will provide External Affairs a year-long plan using the provided budget for review/feedback and written approval to achieve goals related to partner and stakeholder recruitment and acquisition in support of CPA's Community Solar program at the direction of CPA staff:

- a. Develop creative and assets, aligned with CPA's brand standards, for CPA's Community Solar program as outlined in the year-long plan including but not limited to social media posts, targeted brochures, post cards, presentations, videos, etc;
- b. Provide creative ideas to support grassroots outreach in support of Community Solar;
- c. May provide virtual and event planning in support of outreach activities for Community Solar;
- d. May conduct targeted and build outreach lists in support of Community Solar;
- e. Translate materials into Spanish and Mandarin;
- f. Media and outreach plans must be targeted to DACs and to reach diverse communities;
- g. Coordinate with internal partners and other consultants and contractor teams regularly; and,
- h. Create toolkits for stakeholders.

Deliverables for Task #2 and Timeframe:

- a. Create annual Community Solar Marketing, Education and Outreach Plan by July 15 each year;
- b. Create media plan by Aug. 1 each year;
- c. Deliver creative assets by Aug. 1, and refresh as needed; and,
- d. Implement the media plan, as directed or revised by CPA from time to time.

Task #3 – External Affairs Support for Power Response and CalEVIP

Contractor will provide External Affairs support and coordinate with the implementer for Power Response and CalEVIP programs.

- a. Develop creative, aligned with CPA's brand standards, for designated programs, as requested;
- b. Plan for and conduct media planning and buying for other programs, as requested in support of customer acquisition goals as needed;
- c. Develop content in support of Power Response and CalEVIP including social media posts, digital banner, brochures, postcards, presentations, videos, etc. as requested
- d. Translate English materials into Spanish and Mandarin
- e. Coordinate with internal partners and other consultants and contractor teams regularly.

Deliverables for Task #3 and Timeframe:

CPA and Fraser shall collaborate on determining the deliverables to be provided within the provided budget and in coordination with implementers for each program.

Exhibit B – Reserved

Exhibit C – Compensation

Fraser Communications Hourly Rates

Marketing Services

Research: Partner level	250
Research: Senior level	220
Research: Associate level	125
Research: Assistant	75

Creative Services

Creative Direction	250
Art Direction	185
Copy Writing	150
Production Supervision	150
Studio Artist	125

Account Management

Partner level	300
Senior level	225
Account Director	185
Account Executive	125
Assistant Account Executive	95

Media Services

Research	175
Planning	175
Buying/Optimization/Reporting	150
Media Buying Assistant	125
Trafficking	95

CPA will not pay Contractor for any administrative costs, administrative support or services, or overhead.

NTE and Anticipated Budget

Task	Budget
Task #1: Power Share	\$225,000 (inclusive of up to \$60,000 for paid media)
Task #2: Community Solar	\$60,000 (inclusive of up to \$15,000 for paid media)
Task #3: Customer acquisition for other programs including Power Response and CalEVIP	\$25,000

The Total Maximum Amount that CPA shall pay Contractor for all Services to be provided under this Professional Services Agreement shall not exceed Three Hundred Twenty Thousand (\$320,000) per contract year, inclusive of any Expense that Contractor may incur subject to CPA's approval ("Not-to-Exceed" or "NTE").

A project budget shall be presented and approved by CPA for each task before any work commences. CPA reserves the right to reject and to not pay costs that were not approved in compliance with this provision.

Contractor shall satisfactorily perform and complete, in the judgement of CPA, all required Services in accordance with Exhibit A notwithstanding the fact that total payment from CPA shall not exceed the NTE.

Contractor shall provide CPA with monthly invoices, outlining hours and tasks completed. Hours should be organized by tasks. CPA shall pay approved invoices within 30 days of receipt.

Any travel, administrative, media, and materials ("Expense") will be billed at cost, as a pass through, and shall not to exceed \$10,000. Contractor shall obtain written approval from CPA prior to incurring any Expense. CPA reserves the right to reject and may not reimburse any Expense that was not approved in compliance with this provision.

Exhibit D – Reserved

Staff Report – Agenda Item 4

To: Clean Power Alliance (CPA) Board of Directors
From: Matthew Langer, Chief Operating Officer
Approved By: Ted Bardacke, Executive Director
Subject: Quarterly Risk Management Team Report
Date: June 3, 2021

RECOMMENDATION

Receive and file the Risk Management Team Quarterly Report from January to March 2021.

SUMMARY

CPA's Energy Risk Management Policy (ERMP) establishes a staff-level Risk Management Team (RMT) responsible for implementing, maintaining, and overseeing compliance with the ERMP and for maintaining the Energy Risk Hedging Strategy. The ERMP requires quarterly reporting to the Board on the activities, projected financial performance, and general market outlook facing CPA.

The Quarterly RMT Report for the period covering January 1, 2021 through March 31, 2021 (Q1) is attached.

The RMT also reports ERMP compliance to the Finance and Energy Planning & Resources Committees on a monthly basis.

ATTACHMENT

- 1) [RMT Report for Q1 2021](#)



Quarterly Report of Risk Management Team January 1, 2021 through March 31, 2021 (Q1 2021)

I. Introduction

The Board of Directors of Clean Power Alliance (CPA) approved an Energy Risk Management Policy (ERMP) at its July 12, 2018 meeting, which provides the framework for conducting procurement activities in a manner that maximizes the probability of CPA meeting its portfolio, reliability, and financial goals. The ERMP was subsequently amended in July 2019 and July 2020.

The ERMP requires quarterly reporting to the Board on the activities, projected financial performance, and general market outlook facing CPA. The Risk Management Team (RMT)¹ submits this report in accordance with this requirement. The RMT also reports on ERMP compliance to both the Finance Committee and Energy Planning & Resources Committee on a monthly basis.

II. Risk Management Team Activities

The RMT is responsible for implementing, maintaining, and overseeing compliance with the ERMP and for maintaining the Energy Risk Hedging Strategy. The primary goal of the RMT is to ensure that the procurement activities of CPA are executed within the guidelines of the ERMP and are consistent with Board directives. A number of business practices are prescribed in the ERMP. What follows is a summary of CPA's compliance with these practices as outlined in the Policy.

A. ERMP Acknowledgement Form

It is the policy of CPA that all CPA Representatives participating in any activity or transaction within the scope of the ERMP shall sign on an annual basis or upon any revision, a statement acknowledging compliance with the ERMP. Execution of the ERMP Acknowledgement Form was completed by Board members, relevant CPA staff, and relevant consultants.

There are no existing or potential conflicts of interest to report. All business has been conducted consistent with applicable laws and regulations.

B. Transaction Types

The ERMP includes a list of approved transaction types. All products that have been purchased or sold by CPA during the current quarterly periods represent an approved transaction type as listed in Appendix C of the ERMP.

¹ The RMT is comprised of CPA's Executive Director, Chief Operating Officer, Chief Financial Officer, and Director of Power Planning and Procurement.

C. Counterparty Suitability

The ERMP requires that all counterparties with whom CPA transacts must be reviewed for creditworthiness and assigned a credit limit. A formal Counterparty Credit Protocol document that describes the method for evaluating counterparties and establishing a credit limit was developed by CPA's Chief Financial Officer and CPA's former scheduling coordinator, The Energy Authority (TEA). The Protocol was approved by the Executive Director, in consultation with the RMT, and enacted in Q1 2019.

Pursuant to the ERMP, no counterparty credit limit may exceed \$40 million. CPA is fully compliant with this obligation, and there are no credit limit violations to report for the previous quarter.

D. System of Record

As required by the ERMP, all transactions are being stored both in CPA's systems as well as in CPA's Scheduling Coordinator's (currently Tenaska Power Services, or TPS) trading and risk management system. Similarly, all transaction approvals are being logged and stored on TPS's servers, with information being made available to CPA staff via a secure web portal. The transaction record also includes the confirmation letters for each transaction. CPA is in the process of transitioning its transaction repository to an updated data warehouse, which will provide additional functionality and security features.

E. Position Tracking and Management Reporting

In order to manage risk, the ERMP requires the regular production of various reports. The current status of each report required by policy follows:

- **Financial Model Forecast:** The financial model captures historical and projected revenues and energy and operating costs and produces various financial reports and forecasts on an accrual basis. The model uses load forecast data produced by CPA, energy contract details from CPA's Front Office systems, revenue projections from CPA's revenue model², historical financial results from the accounting system maintained by CPA, and forward prices from the ICE Data Service and TPS.
- **Net Position Report:** Short- and long-term net position reports are in production, managed directly by CPA procurement staff, and linked to TPS's trade capture system. The short-term net position report updates daily and incorporates the current weather outlook for the next 60 days to show net positions for the current and next months. The long-term net position report assumes normal weather and shows net positions through the balance of the current year and prompt four years.
- **Counterparty Credit Exposure:** CPA is fully compliant with the credit policies included in the ERMP. CPA receives daily updates of counterparty credit exposures on both a notional and mark-to-market basis.
- **Monthly Risk Analysis:** The ERMP requires both stress testing of financial results, as well as probability-based assessments of future financial projections. CPA continues to implement risk analysis tools to stress test financial results and validate potential hedging

² CPA's revenue model is currently maintained by a third-party consultant, MRW. That model is currently being transitioned to being maintained in-house.

transactions. These models continue to be built out and refined, with 2021 summer and summer-adjacent months currently under examination.

- Quarterly Board Report: Subject of this report.

F. Delegation of Authority

All executed transactions during the current period have been approved consistent with the Delegation of Authority outlined in Section 5 of the ERMP.

G. Limit and Other Compliance Violations

The ERMP requires that transaction volumes should not be executed that exceed the requirements of meeting CPA's load (energy and capacity), renewable and/or carbon free energy requirements. The ERMP designates specific prompt-year (PY) up to prompt 5-year hedge targets for different product types. These targets are measured at the end of the quarter for the following prompt quarter, e.g. Q4 for prompt Q1. RMT reviewed the relevant quarterly hedge targets for 2021 and beyond and identified no policy deviations.

H. Training

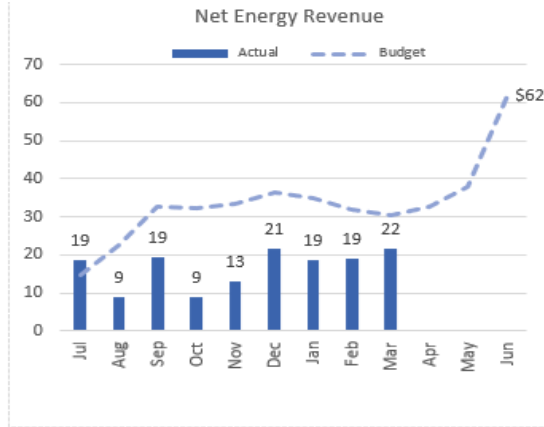
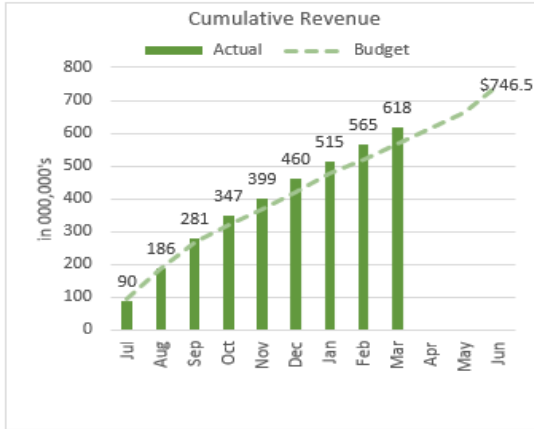
The ERMP acknowledges the importance of ongoing education as part of its risk management framework. Consistent with this, the ERMP outlines certain training requirements. All procurement and risk management staff, including the members of the RMT, were up to date on required training.

I. Hedging Strategy

CPA is compliant with the hedging strategy provided in Appendix A of the ERMP.

J. Financial Performance

CPA recorded the following revenue and margin (electricity revenue less cost of energy) results for the nine months ending March 31, 2021 (FY 2020/21 Year to Date). Net energy revenue was below budgeted results for the period.



III. General Market Outlook

Pricing in Q1 2021 reflected mild temperature and load conditions, with the exception of a market event that occurred in mid-February due to historically cold weather in the Midwest and Texas. Demand for electricity and natural gas could not be met by energy supply, leading to widespread power outages and skyrocketing prices in Texas. While no outages were experienced in California, very high electricity prices were recorded in markets around the nation, including CAISO. CPA’s hedging position limited the financial impact of this market event on CPA’s February financial results.

Staff Report – Agenda Item 5

To: Clean Power Alliance (CPA) Board of Directors
From: David McNeil, Chief Financial Officer
Approved by: Ted Bardacke, Executive Director
Subject: Q3 FY Financial Report
Date: June 3, 2021

RECOMMENDATION

Receive and file.

ATTACHMENT

- 1) [Q3 FY Financial Report](#)



Financial Dashboard

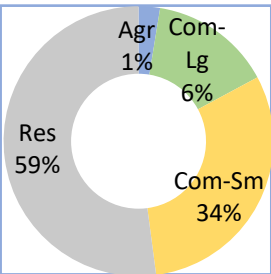
YTD
Mar
2021

Active Accounts
1,006,000

Participation Rate
95.22%

YTD Sales Volume
11,101 GWh

Mar Sales Volume
878 GWh



Summary of Financial Results

in \$000,000's	March				Year-to-Date			
	Actual	Budget	Var	%	Actual	Budget	Var	%
Energy Revenues	\$52.4	47.7	4.7	10%	617.3	568.4	48.9	9%
Cost of Energy	\$50.2	49.4	0.8	2%	596.1	537.8	58.3	11%
Net Energy Revenue	\$2.2	-1.8	3.9	223%	21.2	30.7	-9.4	-31%
Operating Expenditures	\$2.2	2.6	-0.4	-15%	18.3	24.1	-5.8	-24%
Net Income	-\$0.1	-4.4	4.3	99%	2.9	6.6	-3.6	-55%

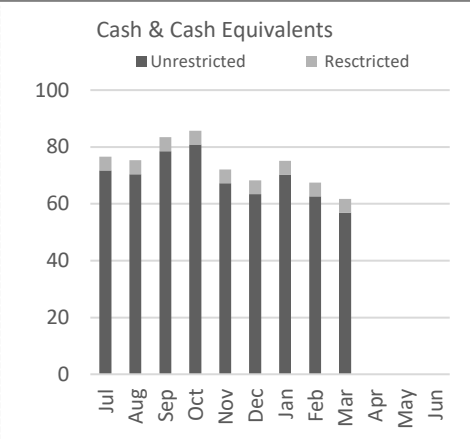
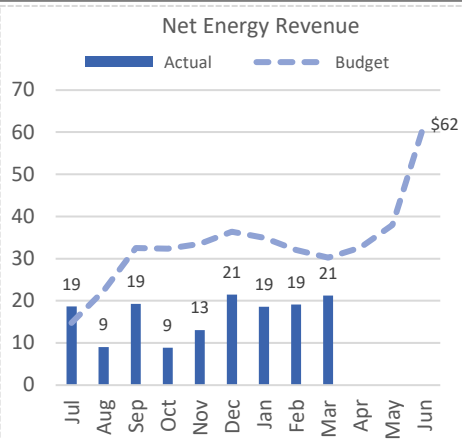
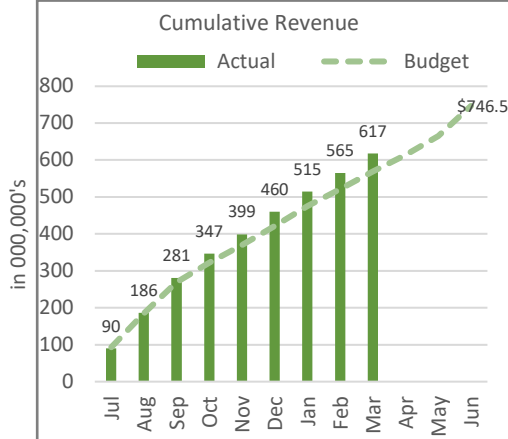
Note: Numbers may not sum up due to rounding.

CPA recorded a loss of \$79 thousand in March 2021, decreasing year to date net income to \$2.9 million. March net income was \$4.3 million above the budgeted loss of -\$4.4 million. Year to date net income is \$3.6 million or 55% below budget.

March results were positively impacted by higher than budgeted retail energy use and revenue, the \$1.3 million sale of surplus 2020 renewable energy credits that were not needed to meet CPA's 2020 targets, and operating expenses that were below budget.

As of March 31, 2021 CPA had \$56.8 million in cash and cash equivalents, \$36.85 million available on its line of credit and no bank or other debt outstanding. The net position was \$49.6 million and Fiscal Stabilization Fund balance was \$17.39 million. CPA renewed its \$37 million credit facility with River City Bank in April 2021.

CPA is in compliance with its bank and other credit covenants and is in sound financial health.



Definitions:

- Accounts: Active Accounts represent customer accounts of active customers served by CPA per Calpine Invoice.
- Opt-out %: Customer accounts opted out divided by eligible CPA accounts
- YTD Sales Volume: Year to date sales volume represents the amount of energy (in gigawatt hours) sold to retail customers
- Revenues: Retail energy sales less allowance for doubtful accounts
- Cost of energy: Cost of energy includes direct costs incurred to serve CPA's load
- Operating expenditures: Operating expenditures include general, administrative, consulting, payroll and other costs required to fund operations
- Net income: Net income represents the difference between revenues and expenditures before depreciation and capital expenditures
- Cash and Cash Equivalents: Includes cash held as bank deposits.
- Year to date (YTD): Represents the fiscal period beginning July 1, 2020

CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA
STATEMENT OF NET POSITION
As of March 31

	<u>2021</u>	<u>2020</u>
ASSETS		
Current assets		
Cash and cash equivalents	\$ 56,883,382	\$ 58,571,859
Accounts receivable, net of allowance	65,342,208	51,230,278
Accrued revenue	30,654,440	30,455,759
Market settlements receivable	-	1,540,831
Other receivables	3,090,307	190,150
Prepaid expenses	1,350,724	1,929,464
Deposits	7,386,767	612,000
Restricted cash	4,826,700	6,097,000
Total current assets	<u>169,534,528</u>	<u>150,627,341</u>
Noncurrent assets		
Capital assets, net of depreciation	497,610	56,534
Deposits	188,875	248,185
Total noncurrent assets	<u>686,486</u>	<u>304,719</u>
Total assets	<u>170,221,013</u>	<u>150,932,060</u>
LIABILITIES		
Current liabilities		
Accounts payable	1,984,596	1,218,229
Accrued cost of electricity	77,964,100	85,042,203
Other accrued liabilities	1,415,130	3,369,896
User taxes and energy surcharges due to other governments	5,983,145	4,446,725
Loans payable to County of Los Angeles	-	9,835,608
Supplier security deposits	8,024,000	3,367,200
Unearned Program Funds	1,146,733	-
Total current liabilities	<u>96,517,704</u>	<u>107,279,861</u>
Noncurrent liabilities		
Loans payable to County of Los Angeles	-	-
Loans payable to River City Bank	-	-
Supplier security deposits	6,724,000	1,157,000
Deferred rent	1,667	-
Total noncurrent liabilities	<u>6,725,667</u>	<u>1,157,000</u>
Total liabilities	<u>103,243,371</u>	<u>108,436,861</u>
DEFERRED INFLOWS OF RESOURCES		
Fiscal Stabilization Fund	<u>17,392,965</u>	<u>-</u>
NET POSITION		
Investment in capital assets	497,610	56,534
Restricted for collateral	4,826,700	6,097,000
Unrestricted	44,260,367	36,341,665
Total net position	<u>\$ 49,584,677</u>	<u>\$ 42,495,199</u>

CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA
STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION
July 1 through March 31

	2021	2020
OPERATING REVENUES		
Electricity sales, net	\$ 607,619,632	\$ 596,622,170
Revenue transferred from/(to) Fiscal Stabilization Fund	9,607,035	-
Other revenue	119,479	-
Total operating revenues	617,346,146	596,622,170
OPERATING EXPENSES		
Cost of electricity	596,103,440	553,747,256
Contract services	12,468,958	12,816,203
Staff compensation	4,755,947	2,848,018
General and administration	1,114,991	713,760
Total operating expenses	614,443,336	570,125,237
Operating income (loss)	2,902,810	26,496,933
NONOPERATING REVENUES (EXPENSES)		
Interest income	207,605	211,153
Interest and related expenses	(111,373)	(201,867)
Other revenue	-	-
Financing costs	-	-
Total nonoperating revenues (expenses)	96,232	9,286
CHANGE IN NET POSITION	2,999,042	26,506,219
Net position at beginning of period	46,585,635	15,988,978
Net position at end of period	\$ 49,584,677	\$ 42,495,197

**CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA
STATEMENT OF CASH FLOWS
July 1 through March 31**

	<u>2021</u>	<u>2020</u>
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES		
Net operating income (loss)	\$ 2,902,810	\$ 26,496,935
Adjustments to reconcile operating income to net cash provided (used) by operating activities		
Depreciation expense	41,936	14,066
Revenue adjusted for allowance for uncollectible accounts	7,213,646	5,682,249
Expenses paid directly from loan proceeds		
(Increase) decrease in:		
Accounts receivable	(7,023,378)	(6,238,479)
Energy market settlements receivable	147,873	4,032,826
Other receivables	(2,743,969)	167,304
Accrued revenue	18,538,110	38,323,567
Prepaid expenses	4,994,856	95,086
Deposits	(4,154,057)	(732,185)
Increase (decrease) in:		
Accounts payable	(675,205)	(1,422,791)
Energy market settlements payable	1,146,394	-
Accrued cost of electricity	(9,517,283)	(4,009,434)
Other accrued liabilities	(1,768,546)	900,576
User taxes due to other governments	1,023,397	1,476,088
Loans payable	-	-
Fiscal stabilization fund	(9,607,035)	-
Supplier security deposits	9,318,400	3,774,200
Unearned program funds	1,146,733	
Net cash provided (used) by operating activities	<u>\$ 10,984,682</u>	<u>\$ 68,560,008</u>
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES		
Loan proceeds	-	29,775,000
Principal payments on loan	(9,945,750)	(48,825,000)
Interest and related expense payments	(70,392)	(228,229)
Net cash provided (used) by non-capital financing activities	<u>(10,016,142)</u>	<u>(19,278,229)</u>
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Payments to acquire capital assets	(524,038)	(34,652)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of certificate of deposit	-	-
Interest income received	209,812	211,153
Net cash provided (used) by investing activities	<u>209,812</u>	<u>211,153</u>
Net change in cash and cash equivalents	654,314	49,458,277
Cash and cash equivalents at beginning of period	61,055,767	15,210,580
Cash and cash equivalents at end of period	<u>\$ 61,710,082</u>	<u>\$ 64,668,857</u>
Reconciliation to the Statement of Net Position		
Cash and cash equivalents (unrestricted)	56,883,382	58,571,859
Investment in Los Angeles County Investment Pool	-	
Restricted cash	4,826,700	6,097,000
Cash and cash equivalents	<u>\$ 61,710,082</u>	<u>\$ 64,668,859</u>

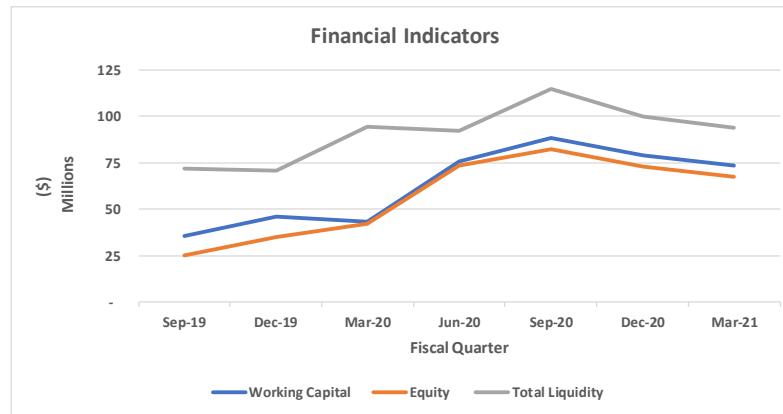
**CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA
BUDGETARY COMPARISON SCHEDULE
July 1, 2020 through March 31, 2021**

	2020/21 YTD Budget	2020/21 YTD Actual	2020/21 YTD Budget Variance (Under) Over	2020/21 YTD Actual / Budget %	2020/21 Budget	2020/21 Remaining Budget	2020/21 Remaining Budget %
Operating revenues							
Revenue - electricity, net	\$ 568,004,836	\$ 607,619,632	\$ 39,614,796	107%	\$ 745,942,000	\$ 138,322,368	19%
Revenue transferred from/(to) Fiscal Stabilization Fund	-	9,607,035	9,607,035		-	-	
Other revenues	406,542	119,479	(287,063)		566,000	446,521	79%
Total operating revenues	568,411,378	617,346,146	48,934,768	109%	746,508,000	138,768,889	19%
Energy costs							
Energy procurement	537,755,508	596,103,440	58,347,932	111%	683,946,000	87,842,560	13%
Operating revenues less energy costs	30,655,870	21,242,706	(9,413,164)	69%	62,562,000	50,926,329	81%
Operating Expenditures							
Communications and outreach	328,006	254,276	(73,730)	78%	525,000	270,724	52%
General and administrations	988,972	1,014,015	25,043	103%	1,325,000	310,985	23%
Occupancy	387,375	59,040	(328,335)	15%	516,000	456,960	89%
Billing data manager	8,910,927	8,633,200	(277,727)	97%	11,881,000	3,247,800	27%
SCE services	1,733,532	1,199,264	(534,268)	69%	2,315,000	1,115,736	48%
Technical services	2,249,222	886,384	(1,362,838)	39%	2,752,000	1,865,616	68%
Legal services	1,429,075	371,310	(1,057,765)	26%	1,849,000	1,477,690	80%
Other professional services	809,095	658,836	(150,259)	81%	1,003,000	344,164	34%
Mailers	626,289	404,831	(221,457)	65%	865,000	460,169	53%
Staffing	5,712,051	4,755,947	(956,104)	83%	7,791,000	3,035,053	39%
Customer programs	924,000	60,856	(863,144)	7%	1,360,000	1,299,144	96%
Total operating expenditures	24,098,544	18,297,960	(5,800,584)	76%	32,182,000	13,884,040	43%
Operating income	6,557,326	2,944,746	(3,612,580)		30,380,000	37,042,289	122%
Non-operating revenues (expenditures)							
Interest income	206,667	207,605	938	100%	250,000	42,395	17%
Finance and interest expense	(206,000)	(111,373)	94,627	54%	(298,000)	(186,627)	63%
Depreciation	(132,000)	(41,936)	90,064	32%	(176,000)	(134,064)	76%
Total non-operating revenues (expenditures)	(131,333)	54,296	185,629	-41%	(224,000)	(278,296)	
Change in net position	6,425,993	2,999,042	(3,426,951)		30,156,000	36,763,993	122%
Other uses							
Capital outlay	988,500	442,158	(546,342)	45%	1,074,000	631,842	59%
Depreciation	132,000	41,936	(90,064)	32%	176,000	134,064	76%
Total other uses	1,120,500	484,094	(636,406)	43%	1,250,000	765,906	61%
Change in fund balance	\$ 5,305,493	\$ 2,514,948	\$ (2,790,545)	47%	\$ 28,906,000	\$ 35,998,087	

Electricity revenue, net includes COVID-19 bill credits totaling \$125,132.23 and 1,423,108.01 for the month and fiscal year to date respectively.
The CPA Board of Directors approved bill credits up to \$1.42 million in FY 2020-21.
Electricity revenue, net also includes Power Response bill credits totaling \$291.67 and \$875.01 for the month and fiscal year to date respectively.

Select Financial Indicators

Note		Sep-19	Dec-19	Mar-20	Jun-20	Sep-20	Dec-20	Mar-21
1	Working Capital	35,632,454	46,020,284	43,347,480	75,961,937	88,675,360	79,265,635	73,552,500
2	Current Ratio	1.21	1.43	1.40	1.69	1.58	1.76	1.76
3	Days Sales Outstanding	31	26	24	31	32	27	29
4	Equity	25,214,527	35,227,006	42,495,199	73,585,635	82,421,734	73,248,055	67,513,318
5	Equity to Assets %	13%	18%	28%	40%	34%	40%	40%
6	Available Cash	35,940,412	35,044,280	58,571,859	56,158,767	78,579,868	63,431,862	56,883,382
7	Available Line of Credit	36,030,000	36,030,000	36,030,000	36,030,000	36,030,000	36,733,000	36,853,000
8	Total Liquidity	71,970,412	71,074,280	94,601,859	92,188,767	114,609,868	100,164,862	93,736,382
9	Days Liquidity on Hand (TTM)	55	42	49	47	58	49	46
10	Gross Margin	5%	9%	9%	6%	7%	5%	4%
11	Net Margin	3%	6%	5%	3%	5%	-2%	-4%
Percentage Change from Prior Quarter								
	Working Capital	31%	29%	-6%	75%	17%	-11%	-7%
	Current Ratio	-2%	18%	-2%	20%	-7%	12%	0%
	Days Sales Outstanding	-57%	-16%	-10%	31%	4%	-16%	9%
	Equity	50%	40%	21%	73%	12%	-11%	-8%
	Equity to Assets %	4%	40%	59%	40%	-14%	17%	0%
	Available Cash	395%	-2%	67%	-4%	40%	-19%	-10%
	Available Line of Credit	112%	0%	0%	0%	0%	2%	0%
	Total Liquidity	197%	-1%	33%	-3%	24%	-13%	-6%
	Days Liquidity on Hand (TTM)	45%	-23%	17%	-6%	24%	-15%	-6%



Note	Description	Note	Description
1	Current Assets less Current Liabilities	7	Total Line of Credit less Borrowing and Letters of Credit
2	Current Assets divided by Current Liabi	8	Sum of Available Cash and Line of Credit
3	Accounts receivable divided by Sales di	9	Total Liquidity divided by trailing 12 month expenses divided by 365
4	Net Position plus Fiscal Stabilization Fu	10	Operating revenue less energy cost divided by operating revenue
5	Equity (Net Position + FSF) divided by T	11	Change in net position divided by operating revenue
6	Total cash less restricted cash		

Staff Report – Agenda Item 6

To: Clean Power Alliance (CPA) Board of Directors
From: Christian Cruz, Community Outreach Manager
Approved By: Ted Bardacke, Executive Director
Subject: Community Advisory Committee (CAC) Report
Date: June 3, 2021

RECOMMENDATION

Receive and file.

MAY MEETING REPORT

At the May meeting, the CAC received an update and presentation on the power share community solar Request for Offers (RFO) and the CPA rate change communication strategy.

Power Share Community Solar Green Tariff (Community Solar Program) Request for Offer (RFO) Update

The Director of Customer Programs, Jack Clark, provided an update on the Community Solar Program RFO. The Community Solar program provides eligible customers 100% renewable electricity produced via a Community Solar project located within five miles of the customers' location along with a 20% discount.

In December 2020, CPA issued the Community Solar program RFO to secure long-term Power Purchase Agreements (PPAs) for new Community Solar local projects. The deadline for interested parties to submit their proposals was March 15, 2021. Two Community Solar project bids were submitted and upon review both were shortlisted.

The Community Solar program is also designed to bring various stakeholders together to build local renewable energy projects. CPA will conduct targeted outreach to developers

and organizations who registered for the most recent RFO webinar. Additionally, there will be tailored messaging for both developers and host sites/community sponsors to ensure potential stakeholders are aware of the opportunities.

The CAC requested that CPA encourage community sponsors to take a leadership role in enrollment and outreach to communities about the program. In addition, CAC members committed to conducting outreach on the program and build awareness about CPA within their own communities. Staff will also provide informational toolkits to be used by CAC members in their outreach efforts. Finally, the CAC moved to convene a working group with a subset of their members to provide input on enhancing outreach to attract more community sponsors and project host sites.

CPA Rates Change Communication Strategy

The CAC received a presentation on the upcoming CPA rate change communication strategy.

CPA's communication strategy will focus on the following objectives:

- Retain CPA customers;
- Differentiate CPA through transparency and advanced notification changes; and
- Communicate full story on CPA's value to its communities such as environmental impact, reliability, benefit through local programs and the support of vulnerable communities provided by freezing rates on CARE/FERA and medical baseline customers.

The messaging takes into account feedback received from a customer survey which was promoted during the months of April and May. Staff also reported that there would be ongoing campaigns to promote bill assistance options, such as Power Share, AMP and CARE/FERA, as well as educational campaigns to promote how customers can control electricity use to save money and reduce GHG emissions.

Staff requested the assistance of the CAC to disseminate information to their communities on the rate change and its impacts to ensure residents are getting accurate information, as well as provide information on bill assistance available to their communities. In

addition, staff requested the CAC provide feedback on the outreach strategy and messaging.

The CAC appreciated the intentional approach in engaging with the communities to raise awareness about the rate changes. Additionally, staff will also provide talking points to the CAC to use in their community engagement that provide context and information about the rate change.

ATTACHMENT

- 1) [CAC Meeting Attendance](#)

Community Advisory Committee Attendance										
2021										
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct
East Ventura/West LA County										
Angus Simmons (Vice Chair)	✓	✓	✓	✓	✓					
Jennifer Burke	✓	✓	✓	A	✓					
Debbie West			✓	✓	✓					
San Gabriel Valley										
Richard Tom	✓	✓	✓	✓	✓					
Kim Luu		✓		✓	✓					
West/Unincorporated Ventura County										
Lucas Zucker	A	A	A	A	A					
Vern Novstrup			✓	✓	✓					
South Bay										
David Lesser	✓	✓	✓	✓	✓					
Emmitt Hayes	✓	✓	✓	✓	A					
Gateway Cities										
Jaime Lopez	✓	✓	A	✓	✓					
Genaro Bugarin	✓	✓	✓	✓	✓					
Westside										
Cris Gutierrez	✓	✓	✓	✓	✓					
David Haake (Chair)	✓	✓	A	✓	✓					
Unincorporated LA County										
Neil Fromer	✓	✓	✓	✓	✓					
Kristie Hernandez	✓	✓	✓	✓	✓					

Major Action Items and Presentations

January

Executive Director Update
 Power Share Program Update
 Reserve Policy Amendment

May

Power Share CS-GT RFO
 Rate Change Communication Strategy

February

Executive Director Update
 CALeVIP update
 2021 Legislative Priorities
 Preview

March

Vice Chair Nominations
 2021 Energy Portfolio Mix and Rate Scenarios
 2021 CPA Lobby Day Update

April

Vice Chair Election
 2021 Rate Setting Options
 FY 2021/2022 Budget Priorities

Staff Report – Agenda Item 7

To: Clean Power Alliance (CPA) Board of Directors

From: Natasha Keefer, Director of Power Planning & Procurement

Approved By: Ted Bardacke, Executive Director

Subject: Renewable Power Purchase Agreements with Arica Solar, Daggett Solar Power 2, Resurgence Solar II, and Geysers Power Company

Date: June 3, 2021

RECOMMENDATIONS

Approve long-term Renewable Power Purchase Agreements with each of the following sellers for renewable energy and authorize the Executive Director to execute the four agreements:

- Arica Solar, LLC (Arica) – 93.5 MW solar + 71 MW storage
- Daggett Solar Power 2, LLC (Daggett 2) – 65 MW solar + 52 MW storage
- Resurgence Solar II, LLC (Resurgence) – 48 MW solar + 40 MW storage
- Geysers Power Company, LLC (Geysers) – 50 MW existing geothermal

BACKGROUND

2020 Clean Energy RFO

CPA launched the 2020 Clean Energy RFO targeting procurement of 1.5-2 million MWh of annual renewable energy via long-term contracts, which provide better value to CPA than short-term contracts, ensure compliance with long-term contracting mandates, and expand the amount of renewable energy serving California.

CPA received a robust response to the RFO from 105 conforming renewable, renewable plus storage, and standalone storage projects. On January 14, 2021, a review team consisting of two Board members from the Energy Committee as well as senior staff

consisting of the Executive Director, Chief Operating Officer, and Director of Power Planning and Procurement met to analyze the submitted projects. These review team members evaluated confidential terms and conditions, including pricing, and selected a shortlist of projects to be recommended to the Energy Planning and Resources Committee (Energy Committee). On January 27, 2021, the Energy Committee reviewed and approved the recommended shortlist, authorizing staff to proceed with renewable power purchase agreement (PPA) negotiations. On May 18, 2021, the review team reconvened to consider a modification to the shortlist by adding the Daggett 2 project to the shortlisted projects, which was approved by the Energy Committee on May 26, 2021.

From the Energy Committee approved shortlist, CPA entered into exclusive negotiations for 8 renewable or renewable plus storage projects for contracts 10 years in length or longer. Per CPA's Energy Risk Management Policy, any power purchase transactions greater than 5 years require approval by the Board.

CPA retained Todd Larsen with Clean Energy Counsel and Kevin Fox with Keyes and Fox to represent CPA and its interests in the negotiation of this agreement. Mr. Larsen's and Mr. Fox's work was overseen by the General Counsel.

OVERVIEW OF PROJECTS

Project	Technology	Capacity (MW)	Online Date	Term	Developer
Arica	Solar + Storage	93.5 MW solar + 71 MW storage	12/1/2023	15	Clearway Energy Group
Daggett 2	Solar + Storage	65 MW solar + 52 MW storage	9/30/2023	15	Clearway Energy Group
Resurgence	Solar + Storage	48 MW solar + 40 MW storage	3/31/2023	20	NextEra Energy
Geysers	Geothermal	50 MW	1/1/2022	15	Calpine

Each of these projects is described in detail in Project Descriptions A through D, provided collectively as Attachment 1 to this report.

RATIONALE

The projects selected in the 2020 Clean Energy RFO help CPA meet its customers' large renewable energy demand, while maintaining competitiveness. The Board of Directors has already approved 13 long-term renewable contracts, which make up approximately 34.3% of CPA's overall load once they come online, as shown in the table below:

Long-Term Renewable Contracts Contributing to CPA's Load¹:

Project	Renewable MWs	Status	Commercial Operation Date	Term (Years)	County	Approx. % of Load Served
Voyager Wind	21.6	Online	12/28/2018	15	Kern, CA	0.6%
Kaweah Hydro	20.1	Online	6/16/2020	10	Tulare, CA	0.3%
Isabella Hydro	12.0	Online	12/8/2020	10	Kern, CA	0.4%
Mohave (White Hills) Wind	300.0	Online	12/16/2020	20	Mohave, AZ	7.1%
Golden Fields Solar	40.0	Online	12/22/2020	15	Kern, CA	1.0%
Arlington Solar + Storage	233.0	Contracted	12/31/2021	15	Riverside, CA	6.0%
High Desert Solar + Storage	100.0	Contracted	8/1/2021	15	San Bernardino, CA	2.6%
Azalea Solar + Storage	60.0	Contracted	12/31/2022	15	Kern, CA	1.6%
Rexford Solar + Storage	300.0	Contracted	10/1/2023	15	Kern, CA	7.2%
Daggett Solar + Storage	123.0	Contracted	3/31/2023	15	San Bernardino, CA	3.2%
Chalan Solar + Storage	64.9	Contracted	12/31/2023	15	Kern, CA	1.6%
Estrella Solar + Storage	56.0	Contracted	12/31/2022	15	Los Angeles, CA	1.5%
Heber South Geothermal	14.0	Contracted	1/1/2022	15	Imperial, CA	1.0%
Total Contracted	1,344.5					34.3%
Resurgence Solar + Storage	48.0	Proposed	3/31/2023	20	San Bernardino, CA	1.2%
Arica Solar + Storage	93.5	Proposed	12/1/2023	15	Riverside, CA	2.4%
Daggett 2 Solar + Storage	65.0	Proposed	9/30/2023	15	San Bernardino, CA	1.7%
Geysers Geothermal	50.0	Proposed	1/1/2022	15	Sonoma, CA	3.8%
Total with Pending	1,601.0					43.3%

The four proposed PPAs in this staff report constitute 256.5 MW of renewable generating resources, covering an additional 9.1% of CPA's overall demand. These contracts will enable CPA to come closer to reaching its regulatory obligations under SB 100 and SB 350, which requires that 65% of Renewables Portfolio Standard (RPS)-compliance

¹ CPA's executed Luna Storage and Sanborn Storage projects are not included in this list because these are standalone storage resources with no generating component.

related renewable energy supply be sourced from long-term contracts beginning in the 2021-2024 compliance period. As shown in the table below, even with the proposed PPAs, CPA must secure additional long-term energy contracts to meet its state mandate, which it expects to procure with the additional contracts under negotiation in the 2020 Clean Energy RFO.

**RPS Under SB 100 and SB 350 Long-term (LT) Contracting Requirement per
Compliance Period:**

		2021-2024	2025-2027	2028-2030
1	State Mandated RPS per Compliance Period - % of Retail Sales	40%	49%	57%
2	State Mandated % of Mandated RPS (Row #1) to be Contracted Under RPS LT Contracts	65%	65%	65%
3	CPA's LT RPS Mandate = Row #2 * Row #1	25.9%	32.1%	36.8%
4	RPS Achieved by CPA with Existing LT Contracts	20.9%	33.1%	32.6%
5	Open Position relative to State Mandate (Row 3,4) +Above/ (-) Short	-5.1%	1.1%	-4.2%
6	RPS Achieved by CPA with Existing LT Contracts + Proposed Contracts	25.3%	42.0%	41.4%
7	Open Position relative to State Mandate (Row 3,6) +Above/ (-) Short with Proposed Contracts	-0.6%	9.9%	4.5%

SUPPLY CHAIN PROVISIONS

Xinjiang is an autonomous region in the northwest of China, with a Muslim ethnic minority population. Recently, the Chinese government began detaining Uyghur Muslims and other minorities in internment camps and subjecting some of them to forced labor, including in the manufacturing of polysilicon, a key material in photovoltaic (PV) modules used for solar generation. To address forced labor concerns in the Xinjiang region, and forced labor concerns within the renewable energy supply chain more generally, CPA has included provisions in the proposed solar PPAs to prevent use of PV modules that used forced labor in the mining, processing, procurement, or manufacturing of such equipment. This provision is not relevant for the Geysers project, as it is an existing geothermal project with no planned procurement of PV modules.

ENVIRONMENTAL REVIEW

These PPAs for the purchase of energy do not fall under the definition of “project” under Section 21065 of the Public Resources Code and under California Environmental Quality Act (CEQA) Guidelines Section 15378(a). In addition, the PPAs are exempt under CEQA Guidelines Section 15061(b)(3). The project developers of Resurgence, and Arica, and Daggett 2, NextEra, and Clearway respectively, are each responsible for acquiring necessary CEQA or NEPA review and permits with relevant lead agencies. For the Arica project, the Bureau of Land Management is the lead agency for the NEPA process, and the California Department of Fish and Game is lead for the CEQA process. For the Daggett 2 project, the lead agency for their now completed CEQA process was the San Bernardino County Planning Commission. For Resurgence, the project is CEQA exempt and the lead agency for the CUP is the San Bernardino County Planning Commission. Because Geysers is an existing project, Calpine does not have any additional CEQA review obligations. CPA has no role, jurisdiction, or authority whatsoever with respect to CEQA review or project approval.

ATTACHMENTS

- 1) [Project Descriptions A \(Arica\), B \(Daggett 2\), C \(Resurgence\), and D \(Geysers\)](#)
- 2) [RFO Update and Power Purchase Agreement Presentation](#)
- 3) [Renewable Power Purchase Agreement with Arica Solar, LLC ²](#)
- 4) [Renewable Power Purchase Agreement with Daggett Solar Power 2 LLC ²](#)
- 5) [Renewable Power Purchase Agreement with Resurgence Solar II, LLC ²](#)
- 6) [Renewable Power Purchase Agreement with Geysers Power Company, LLC ²](#)

² Consistent with industry practice, portions of the agreement have been redacted to protect market sensitive information.

PROJECT DESCRIPTION A: ARICA**Project Overview**

The Arica 93.5 MW solar and 71 MW / 284 MWh lithium-ion battery storage facility located in Desert Center, CA in Riverside County. The commercial operation date is December 1, 2023.

The project has completed Phase II interconnection studies and anticipates an executed interconnection agreement by June 2021. Arica will have Full Capacity Deliverability Status (FCDS), meaning it will provide resource adequacy attributes to CPA in addition to energy benefits. Arica will interconnect to SCE's 230 kV Red Bluff substation. Site control has been fully secured for the entirety of the proposed delivery term. Clearway expects the project's Environmental Impact Report (EIR) determination to be complete in Q4 2021.

CPA pays for the output of the solar generating portion of the project at a fixed-price rate per MWh and pays for the use of the storage portion of the project at a fixed-price rate per kW-month, both with no escalation, for the full term of the contract (15 years). CPA is entitled to all product attributes from the facility, including energy, renewable energy credits (RECs), ancillary services, and resource adequacy.

Developer

Clearway Energy Group, LLC, (formerly the renewable energy development division of NRG) is headquartered in San Francisco, CA, and is owned by Global Infrastructure Partners (GIP). Clearway operates a portfolio of 4.1 GW of renewable energy assets across 28 states and owns a pipeline of over 8.9 GW of wind and solar projects under development. Clearway owns and/or operates 1,038 MW of solar and 947 MW of wind facilities within California. Clearway has expertise in delivering renewable power under long term offtake contracts to utilities, corporations, municipalities, and CCAs, including East Bay Community Energy. Clearway is also the developer of CPA's Golden Fields

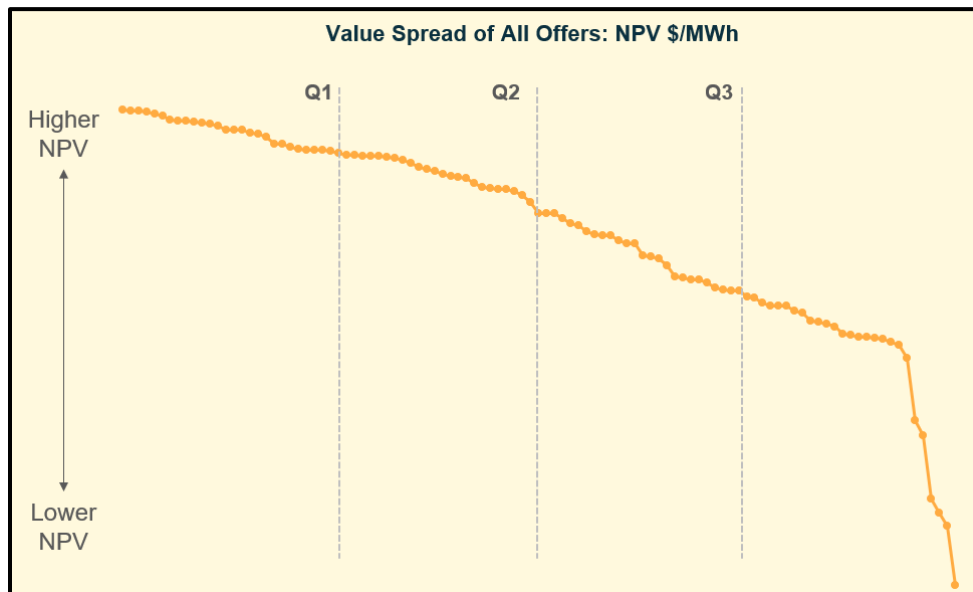
solar project, which is came online in December 2020, and CPA’s Daggett solar plus storage project, which will come online in 2023.

Evaluation Criteria

CPA ranks projects for economic value based on the net present value (NPV) to CPA and on a High, Medium, Neutral, and Low scale in five other evaluation criteria categories (Development Score, Workforce Development, Environmental Stewardship, Benefits to Disadvantaged Communities, and Project Location). Below is the ranking assigned to this project in each of those categories.

Value

The value for this offer falls within the first quartile (Q1) of offer submissions ranked on value in the 2020 Clean Energy RFO (see chart below). The project is expected to be NPV positive to CPA (i.e., CPA will earn more revenue from this project than it will cost CPA over the life of the project).



The solar portion of the project is priced below current first quartile 2021 market prices as reflected in LevelTen's Q1 PPA 2021 Price Index, which provides average "P25"³ solar PPA pricing in \$/MWh terms recently offered for SP15 solar projects in California.



A similar publicly available benchmark for the storage portion of the project does not exist.

Development Score

The project ranks High as it is in late-stage development and substantially de-risked. All land for the project is under contract, and the project has completed Phase II interconnection studies. The project expects an EIR determination in Q4 of 2021.

Workforce Development

The project ranks High as construction for the project will be conducted using a project labor agreement. The developer estimates this project will create up to 280 new construction jobs and 3 new permanent jobs.

¹ <https://www.leveltenenergy.com/post/q1-2021> Represents the most competitive 25th percentile offer price.

Environmental Stewardship

The project ranks Medium as the project's entire footprint is situated within a Development Focus Area identified by the California Energy Commission, California Department of Fish and Wildlife, and the U.S. Bureau of Land Management in their Desert Renewable Energy Conservation Plan ("DRECP"), meaning that the site has been specifically identified for renewable energy development. Biological and cultural surveys are complete, a draft EIR is in process and no substantive issues have been raised during the NEPA and CEQA public scoping period. An EIR determination is expected in Q4 2021.

Benefits to Disadvantaged Communities

The project ranks Medium as it is not located within a Disadvantaged Community (DAC) but will provide benefits to DACs including targeted hiring from workers in neighboring communities.

Project Location

The project ranks Medium as it is located within California but not within Los Angeles or Ventura County.

PROJECT DESCRIPTION B: DAGGETT 2

Project Overview

Daggett 2 is a 65 MW solar and 52 MW / 208 MWh lithium-ion battery storage facility located in the San Bernardino County, with a commercial operation date of September 30, 2023. The project has executed its interconnection agreement and the project will have Full Capacity Deliverability Status (FCDS), meaning it will provide resource adequacy attributes to CPA in addition to energy benefits.

The Daggett 2 project is part of the larger Daggett renewable energy complex, for which CPA already has a contract.⁴ Daggett converts the former Coolwater fossil fuel fired power plant site into a renewable energy facility. The Daggett project interconnects with the CAISO system at SCE's Kramer substation. Site control has been fully secured, and the project received its Conditional Use Permit (CUP) from the San Bernardino County Planning Commission.

CPA pays for the output of the solar generating portion of the project at a fixed-price rate per MWh and pays for the use of the storage portion of the project at a fixed-price rate per kW-month, both with no escalation, for the full term of the contract (15 years). CPA is entitled to all product attributes from the facility, including energy, renewable energy credits (RECs), ancillary services, and resource adequacy.

Developer

Clearway Energy Group, LLC, (formerly the renewable energy development division of NRG) is headquartered in San Francisco, CA, and is owned by Global Infrastructure Partners (GIP). Clearway operates a portfolio of 4.1 GW of renewable energy assets across 28 states and owns a pipeline of over 8.9 GW of wind and solar projects under development. Clearway owns and/or operates 1,038 MW of solar and 947 MW of wind facilities within California. Clearway has expertise in delivering renewable power under long term offtake contracts to utilities, corporations, municipalities, and CCAs, including

⁴ The CPA Board of Directors previously approved the 123 MW solar and 61.5 MW storage Daggett facility, with a commercial online date of March 31, 2023.

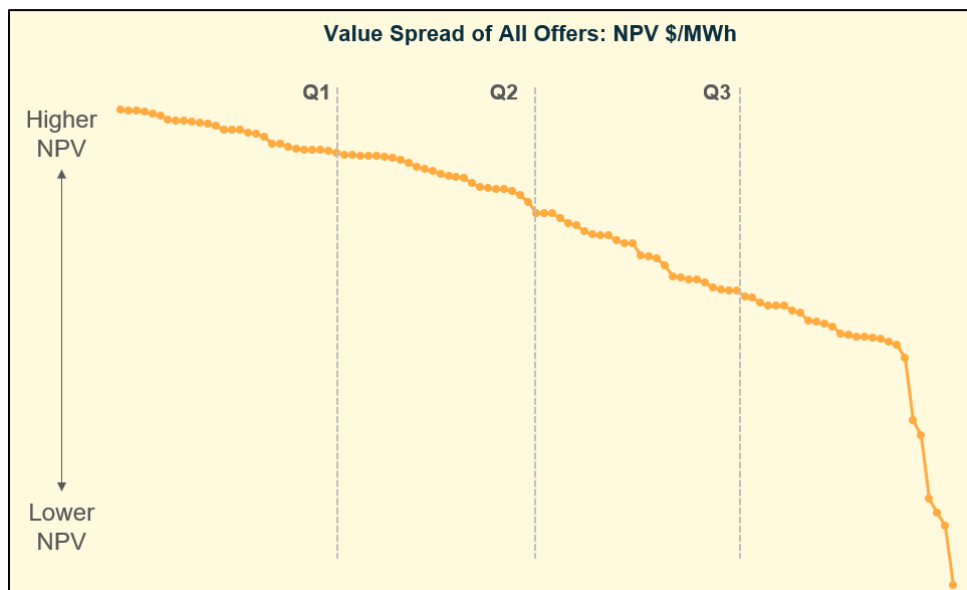
East Bay Community Energy. Clearway is also the developer of CPA’s Board approved Golden Fields solar project, which came online in December 2020, and CPA’s Daggett solar plus storage project, which will come online in 2023.

Evaluation Criteria

CPA ranks projects for economic value based on the net present value (NPV) to CPA and on a High, Medium, Neutral, and Low scale in five other evaluation criteria categories (Development Score, Workforce Development, Environmental Stewardship, Benefits to Disadvantaged Communities, and Project Location). Below is the ranking assigned to this project in each of those categories.

Value

The value for this offer falls within first quartile (Q1) of offer submissions ranked on value in the 2020 Clean Energy RFO (see chart below). The project is expected to be NPV positive to CPA (i.e., CPA will earn more revenue from this project than it will cost CPA over the life of the project).



The solar portion of the project is priced below current first quartile 2021 market prices as reflected in LevelTen's Q1 PPA 2021 Price Index, which provides average "P25"⁵ solar PPA pricing in \$/MWh terms recently offered for SP15 solar projects in California.



A similar publicly available benchmark for the storage portion of the project does not exist.

Development Score

The project ranks High as it is in late-stage development and substantially de-risked. All land for the project is under contract, and the project has an executed interconnection agreement. The project has a completed CUP.

Workforce Development

The project ranks High as Clearway has already executed a 5-trade Project Labor Agreement (PLA) with local union chapters for the Daggett complex. The unions included

1 <https://www.leveltenenergy.com/post/q1-2021> Represents the most competitive 25th percentile offer price.

in the PLA are IBEW Local 477, Operating Engineers Local 12, Laborers Local 743, Ironworkers Local 433 and Ironworkers Local 416. The developer anticipates that the project will create approximately 240 jobs during the peak construction phase and 5 permanent jobs during the operations phase.

Environmental Stewardship

The project ranks High as it is a repurposed energy site. The project converts a former fossil fuel fired power plant site into a renewable energy facility. The project also repurposes some low value agricultural land that requires the use of significant water resources into a renewable energy facility that does not require any water for energy production in an area that has a severely restricted water supply. The project received its CUP in September 2019 from the San Bernardino County Planning Commission.

Benefits to Disadvantaged Communities

The project ranks High as it is located within a DAC and will provide workforce opportunities and community benefits to this region. Specifically, the project has committed to outreach and targeted hires of local workers.

Project Location

The project ranks Medium as it is located within California but not within Los Angeles County or Ventura County.

PROJECT DESCRIPTION C: RESURGENCE

Project Overview

Resurgence is a 48 MW solar and 40 MW / 120 MWh lithium-ion battery storage facility located in San Bernardino County, near Boron, CA, approximately 30 miles from Los Angeles County. The project will repower the existing SEGS III-VII solar thermal assets into photovoltaic solar technology and lithium-ion battery energy storage. The commercial operation date is March 31, 2023.

The project has an executed interconnection agreement and has Full Capacity Deliverability Status (FCDS), meaning it will provide resource adequacy attributes to CPA in addition to energy benefits. The project will interconnect at Southern California Edison's (SCE) 115 kV Kramer Substation. Site control has been fully secured for the entirety of the proposed delivery term. NextEra expects the project's Conditional Use Permit for the project to be secured by September 2021.

CPA pays for the output of the solar generating portion of the project at a fixed-price rate per MWh and pays for the use of the storage portion of the project at a fixed-price rate per kW-month, both with no escalation, for the full term of the contract (20 years). CPA is entitled to all product attributes from the facility, including energy, renewable energy credits (RECs), ancillary services, and resource adequacy.

Developer

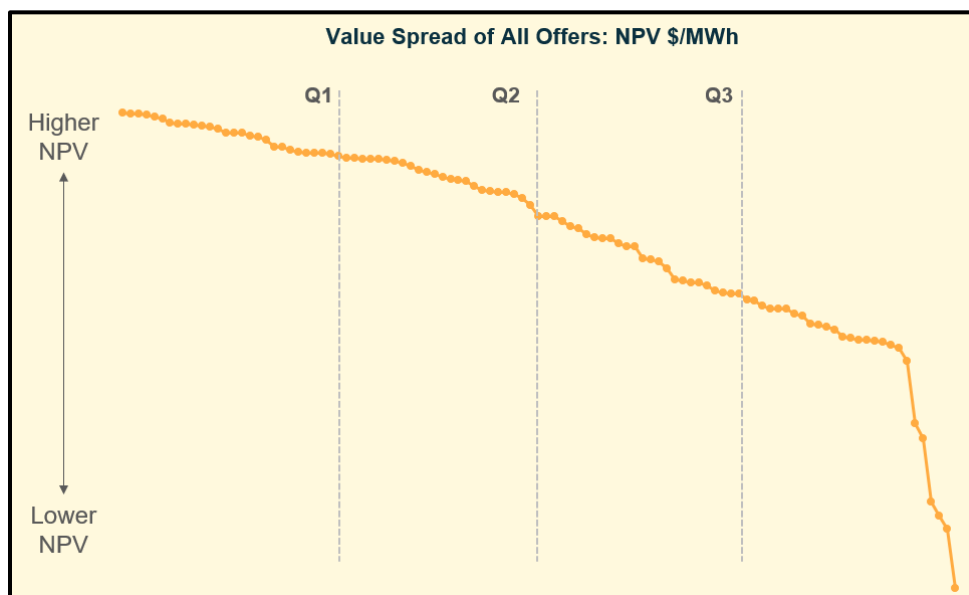
The project developer is NextEra Energy, one of the largest electric power and energy infrastructure companies in North America. NextEra Energy has two principal businesses, Florida Power & Light Company, the largest electric utility in the state of Florida, and NextEra Energy Resources, the world's largest generator of renewable energy. NextEra operates 10 wind, 15 solar, and 26 energy storage facilities in California. NextEra has a tangible net worth of over \$28 billion and a Standard & Poor's credit rating of A-. NextEra is also the developer of CPA's Mohave (White Hills) Wind project that is currently online and CPA's Arlington solar plus storage project that is currently under construction and will come online in December 2021.

Evaluation Criteria

CPA ranks projects for economic value based on the net present value (NPV) to CPA and on a High, Medium, Neutral, and Low scale in five other evaluation criteria categories (Development Score, Workforce Development, Environmental Stewardship, Benefits to Disadvantaged Communities, and Project Location). Below is the ranking assigned to this project in each of those categories.

Value

The value for this offer falls within first quartile (Q1) of offer submissions ranked on value in the 2020 Clean Energy RFO (see chart below). The project is expected to be NPV positive to CPA (i.e., CPA will earn more revenue from this project than it will cost CPA over the life of the project).



The solar portion of the project is priced below current first quartile 2021 market prices as reflected in LevelTen's Q1 PPA 2021 Price Index, which provides average "P25"⁶ solar PPA pricing in \$/MWh terms recently offered for SP15 solar projects in California.

¹ <https://www.leveltenenergy.com/post/q1-2021> Represents the most competitive 25th percentile offer price.



A similar publicly available benchmark for the storage portion of the project does not exist.

Development Score

The project ranks High as it is in late-stage development and substantially de-risked. All land for the project is under contract, and the project has an executed interconnection agreement. The project expects approval of its CUP September 2021.

Workforce Development

The project ranks High as construction for the project will be conducted using union labor via a project labor agreement, community workforce agreement, work site agreement, or collective bargaining agreement. The developer estimates this storage addition will create up to 150 new construction jobs and 3 new permanent jobs.

Environmental Stewardship

The project ranks Neutral as the project footprint is not located in an ecological avoidance area and is on already disturbed land. All surveys have been completed for the project, including the biological resources survey and cultural resources literature review. The biological resources report documented that due to absence of suitable habitat for the

desert tortoise, no protocol-level survey would be required. Because the current land use at the project site is a solar thermal facility, NextEra expects the results of these studies to be nominal.

Benefits to Disadvantaged Communities

The project ranks Neutral as it is not located within a DAC and will have no negative impacts to any DAC.

Project Location

The project ranks Medium as it is located within California but not within Los Angeles or Ventura County.

PROJECT DESCRIPTION D: GEYSERS**Project Overview**

Geysers is an existing geothermal plant located on 45 square miles along the Sonoma and Lake County border and is the largest complex of geothermal power plants in the world. Naturally occurring steam field reservoirs below the earth's surface are being harnessed by Geysers to generate renewable, geothermal energy. The Geysers complex is comprised of 13 power plants at with a net generating capacity of about 725 MW. CPA is contracting for a 50 MW portion of this overall facility.

This PPA with Geysers is for 50 MW with a contract start date of January 1, 2022. The project will deliver energy to CPA at CAISO's NP-15 trading hub. Site control and permitting has been fully secured for the entirety of the proposed delivery term.

CPA pays for the output of the geothermal energy generation of the project at a fixed-price rate per MWh with no escalation for the full term of the contract (15 years) and CPA is entitled to all product attributes from that generation, including energy and renewable energy credits (RECs). CPA pays for the resource adequacy benefits at a fixed-price monthly rate per kW-month with no escalation for the full term of the contract.

Developer

Geysers is an indirect, wholly owned subsidiary of Calpine. Calpine is a full-service energy company that develops power generation, owns, and operates a fleet of natural gas and geothermal assets, and sells both wholesale and retail throughout the United States. Other customers of the Geysers facility include CleanPowerSF, Sonoma Clean Power, Marin Clean Energy, Pioneer Community Energy, and Southern California Edison. The 50 MW portion under consideration for CPA is currently under contract with PG&E. Calpine Energy Solutions, a separate subsidiary of Calpine, performs billing and call-center services for CPA.

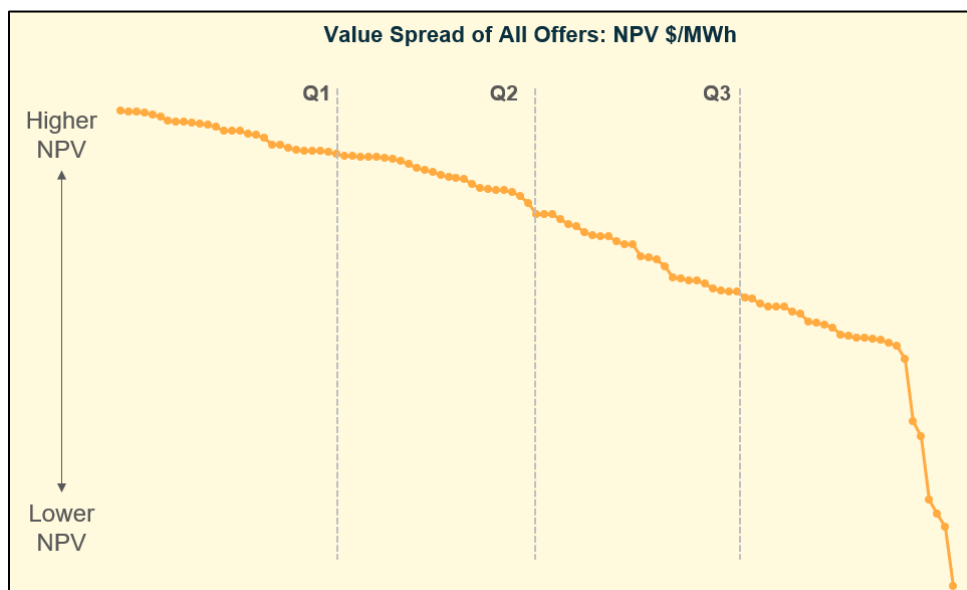
Evaluation Criteria

CPA ranks projects for economic value based on the net present value (NPV) to CPA and

on a High, Medium, Neutral, and Low scale in five other evaluation criteria categories (Development Score, Workforce Development, Environmental Stewardship, Benefits to Disadvantaged Communities, and Project Location). Below is the ranking assigned to this project in each of those categories.

Value

The value for this offer falls within second quartile (Q2) of offer submissions ranked on value in the 2020 Clean Energy RFO (see chart below). Although the project ranked lower on value than other offers, the project was selected due to its high scores on other evaluation criteria and early online date, which will support CPA's compliance requirements. Geothermal provides important technology diversity to the CPA portfolio and offers a consistent, baseload generation profile throughout all hours of the day, including hours when solar is not generating.



Due to the limited availability of geothermal in the state, a publicly available benchmark for Geothermal pricing does not exist.

Development Score

The project ranks High as it is an existing project and online, and therefore not subject to development or construction risks.

Workforce Development

The project ranks Medium. Geysers is an existing project, so no construction jobs will be created. However, the contract with Geysers will support, by enabling ongoing project operations, about 300 full time jobs at Geysers and another 150 full time contractor positions.

Environmental Stewardship

The project ranks High as Geysers is an existing project, the land footprint is not in an avoidance area and is already developed, and the continued use via the contract with CPA constitutes repurposing of already developed land. Further, Geysers utilizes wastewater from Lake County and the City of Santa Rosa to replenish and maintain pressure at the geothermal reservoir.

Benefits to Disadvantaged Communities

The project ranks Neutral as it is not located within a DAC and will have no negative impacts to any DAC.

Project Location

The project ranks Medium as it is located within California but not within Los Angeles or Ventura County.



Item 7

RFO Update and Long-Term PPAs

June 3, 2021

Agenda

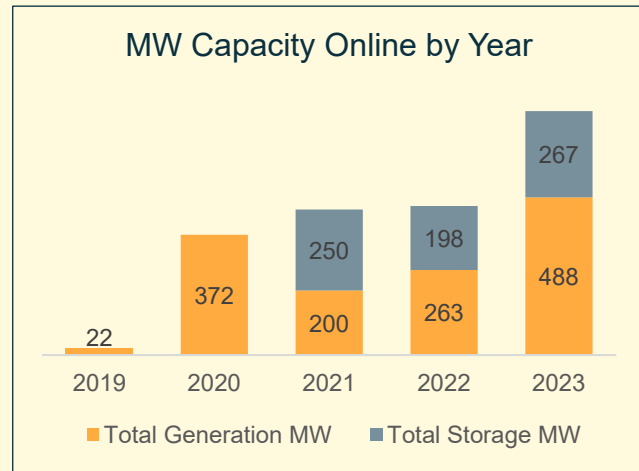
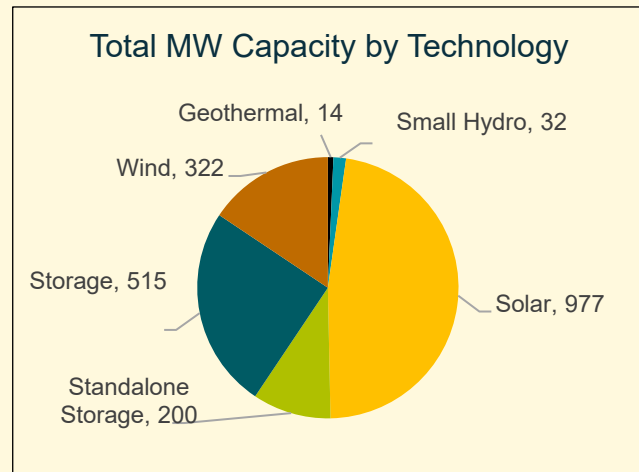
- CPA current long-term portfolio
- Status of RFOs underway
 - DAC RFO (aka Power Share)
 - 2020 Clean Energy RFO
 - Portfolio Considerations
 - Evaluation
 - Project Summaries: Long-term PPAs (*Action Requested*)
- Next steps

Current Portfolio

CPA Current Long-Term Portfolio

- The Board of Directors has approved 15 long-term contracts to date with renewable and storage resources for terms of 10-20 years, for a total of 1,344.5 MW of renewables and 715 MW of storage*
- The majority of contracted MW are solar and/or storage
- 5 projects are currently online and serving CPA's load, with the remaining MW coming online in 2021-2023

*See Appendix for full project list



RFO Status

RFOs Currently Underway

- CPA has two RFOs underway:

1

2020 DAC RFO (aka Power Share)

*Disadvantaged
Community Green
Tariff (DAC-GT)*

*Community Solar
Green Tariff
(CS – GT)*

2

2020 Clean Energy RFO

1 2020 DAC RFO Overview

- Objective: Secure supply for the CPA Power Share Program from small and mid-size local/regional projects and enable enrollment
- CPA launched the 2020 DAC RFO in December 2020, with bids due on March 15th
- On April 26, 2021, the Energy Committee shortlisted 3 projects from this RFO
 - All three projects have entered into exclusive negotiations
- CPA is planning to launch a second RFO to secure additional supply later this year, after it completes a stakeholder engagement and marketing process

2 2020 Clean Energy RFO Overview

- Objective: Secure 1.5 – 2.0 million MWh of annual renewable generation supply from utility-scale resources
- CPA launched the 2020 Clean Energy RFO in October 2020, with bids due on November 20th
- On January 27, 2021, the Energy Committee approved a shortlist of 13 projects; 8 entered into exclusive negotiations
- To date, the Board has approved one long-term PPA (Heber South geothermal)
- Four additional PPAs from the RFO are presented today for Board consideration on June 3rd

2020 Clean Energy RFO Procurement Objectives

- Targets securing 1.5-2 million MWh of annual renewable energy via long-term contracts
- Helps CPA meet its customers' large renewable energy demand while capturing better value compared to short-term renewable energy contracts
- Near-term online date projects enable CPA to meet its regulatory obligations under SB 100 and SB 350 long-term renewable energy contracting requirements¹
- Supports CPA load requirements with a diverse portfolio of cost effective and clean technologies, including non-solar resources
- RFO shortlisted projects were approved by the Energy Committee

(1) SB350 requires that 65% of Renewables Portfolio Standard (RPS)-compliance related renewable energy supply be sourced via from long-term contracts beginning in the 2021-2024 compliance period

Action Requested

- CPA is seeking Board approval for four long-term renewable energy contracts from CPA’s 2020 Clean Energy RFO:

	Project	Technology	Capacity (MW)	Online Date	Term	Developer
A	Arica	Solar + Storage	93.5 MW solar + 71 MW storage	12/1/2023	15	Clearway Energy Group
B	Daggett 2	Solar + Storage	65 MW solar + 52 MW storage	9/30/2023	15	Clearway Energy Group
C	Resurgence	Solar + Storage	48 MW solar + 40 MW storage	3/31/2023	20	NextEra Energy
D	Geysers	Geothermal	50 MW	1/1/2022	15	Calpine

Portfolio Considerations

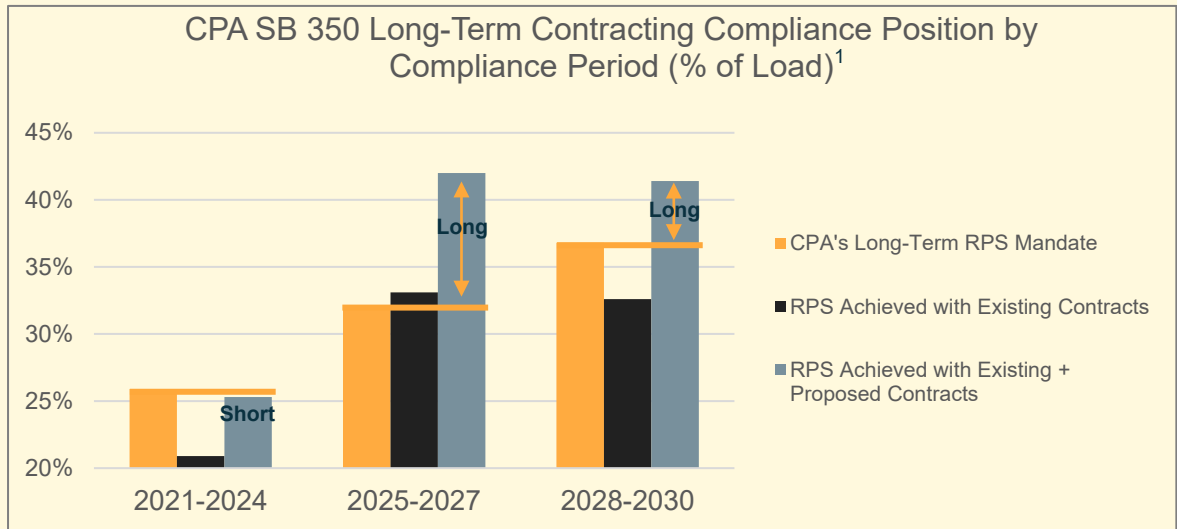
Renewable Energy Position

- CPA’s Board has approved 13 long-term renewable energy contracts and 2 standalone storage contracts to date, which make up approx. 34.3% of CPA’s overall load
- The four proposed PPAs will add another approx. 9.1% of CPA’s overall demand

Project	Renewable MWs	Status	Commercial Operation Date	Term (Years)	County	Approx. % of Load Served
Executed Contracts to Date	1,344.5					34.3%
Arica Solar + Storage	93.5	Proposed	12/1/2023	15	Riverside, CA	2.4%
Daggett 2 Solar + Storage	65.0	Proposed	9/30/2023	15	San Bernardino, CA	1.7%
Resurgence Solar + Storage	48.0	Proposed	3/31/2023	20	San Bernardino, CA	1.2%
Geysers Geothermal	50.0	Proposed	1/1/2022	15	Sonoma, CA	3.8%
Total with Pending	1,601.0					43.3%

Compliance Position

- The proposed PPAs will help CPA make significant progress towards compliance, but CPA will still have a small remaining short position for the 2021-2024 compliance period:

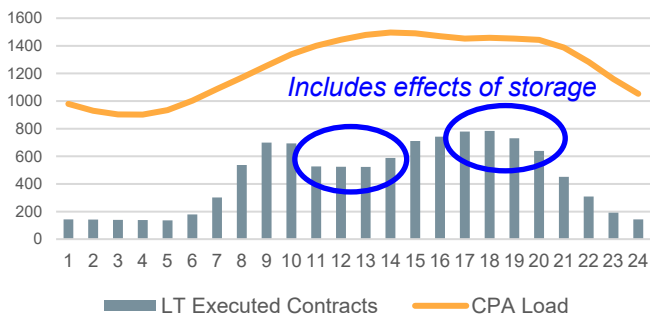


(1) Note that RPS percentages by compliance period differ from the table on Slide 6 due to timing of when projects come online and changes to load from year to year.

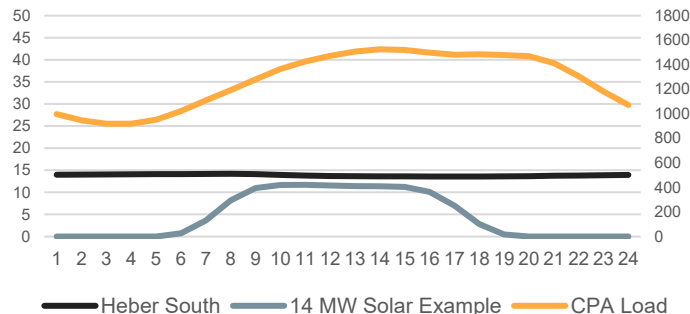
Portfolio Diversity is Critical

- CPA's current portfolio is largely solar; therefore, resource diversity will be an important consideration in portfolio selection
- Solar is a low-cost and plentiful renewable resource, however it only generates during daylight hours
- Alternative technologies (e.g. wind and geothermal) provide renewable generation during non-daylight hours
- Storage is a critical resource to shift solar from mid-day to peak reliability hours

Average Hourly Load-Resource Balance



Average Hourly Profile Comparison (MW by Hour)



Evaluation

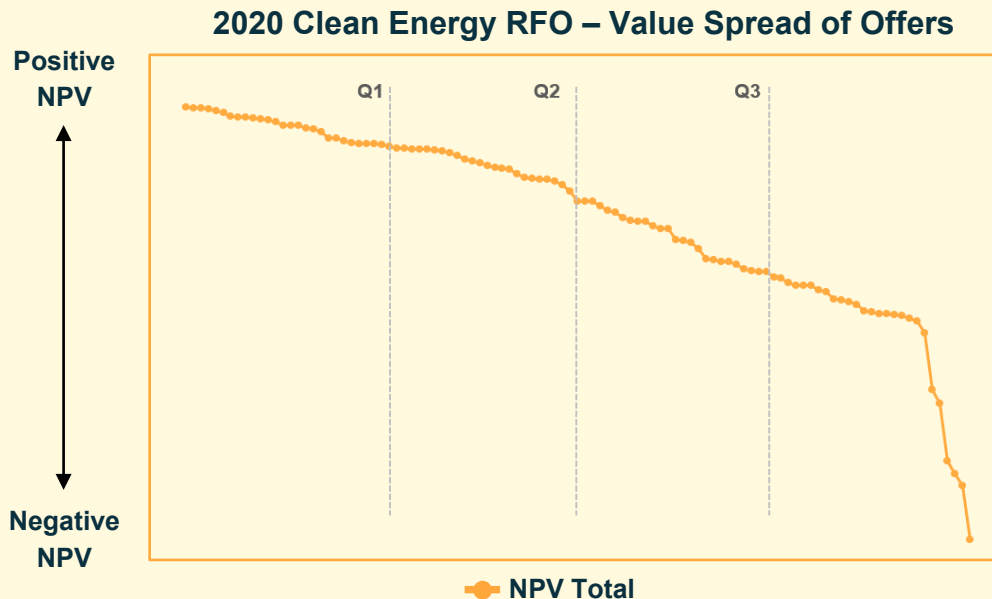
Evaluation Criteria

- Each project in the RFO received a rank for the following criteria:



Valuation Results

- Shortlisting in the 2020 Clean Energy RFO focused on first quartile projects, with additional projects in the second quartile added based on other portfolio considerations (resource diversification, online date)



Project Summaries (A-D)

A Arica Solar + Storage

Project Overview

- 93.5 MW solar + 71 MW/284 MWh lithium-ion battery
- Located in Desert Center, CA (Riverside County)
- Commercial Operation Date: December 1, 2023
- Developer: Clearway

Rationale

- High evaluation criteria scores
- Early online date to meet SB350 compliance

Evaluation Summary

Criteria	Rank
Value	1 st quartile
Development Score	High
Workforce Development	High
Environmental Stewardship	Medium
Benefits to DACs	Medium
Project Location	Medium

B Daggett 2 Solar + Storage

Project Overview

- 65 MW solar + 52 MW/208 MWh lithium-ion battery
- Located in San Bernardino, County
- Commercial Operation Date: September 30, 2023
- Developer: Clearway

Rationale

- High evaluation criteria scores
- Early online date to meet SB350 compliance

Evaluation Summary

Criteria	Rank
Value	1 st quartile
Development Score	High
Workforce Development	High
Environmental Stewardship	High
Benefits to DACs	High
Project Location	Medium

B Daggett 2 Solar + Storage

- Removal of Coolwater natural gas power plant, site of Daggett renewable energy complex



C Resurgence Solar + Storage

Project Overview

- 48 MW solar + 40 MW/120 MWh lithium-ion battery
- Located in San Bernardino County, near Boron, CA
- Commercial Operation Date: March 31, 2023
- Developer: NextEra

Rationale

- High evaluation criteria scores
- Early online date to meet SB350 compliance

Evaluation Summary

Criteria	Rank
Value	1 st quartile
Development Score	High
Workforce Development	High
Environmental Stewardship	Neutral
Benefits to DACs	Neutral
Project Location	Medium

C Resurgence Solar + Storage

- The Resurgence solar PV project will be repurposing the existing SEGS parabolic trough concentrating solar power (CSP) complex, shown in the photo below



D Geysers Geothermal Project

Project Overview

- 50 MW geothermal facility
- Located on Sonoma/Lake County border
- Existing project with a January 1, 2022 contract start date
- Developer: Calpine

Rationale

- High evaluation criteria scores
- Early online date to meet SB350 compliance
- Technology diversity (baseload renewable generation)

Evaluation Summary

Criteria	Rank
Value	2 nd quartile
Development Score	High
Workforce Development	Medium
Environmental Stewardship	High
Benefits to DACs	Neutral
Project Location	Medium

D Geysers Geothermal Project



Next Steps

- The PPAs from the 2020 Clean Energy RFO provide CPA with a cost effective, reliable renewable supply resources and will support CPA's compliance obligations
- **Action Requested: CPA is seeking Board approval for the Resurgence, Arica, Daggett 2, and Geysers long-term PPAs**
- CPA is expecting bring additional long-term PPAs for Board consideration, from both the DAC RFO and 2020 Clean Energy RFO in future meetings

APPENDIX

CPA Executed Long-Term Contracts

Project	Counterparty	Gen MW	Storage MW	Technology	Location	Status	Contract Start Date	Term Length
Voyager Wind II	Terra-Gen	21.60		Wind	Mojave, CA	Online	1/1/2019	15
Kaweah	Kaweah River Power Authority	20.00		Hydro	Tulare, CA	Online	6/16/2020	10
Isabella Partners	Isabella Partners	11.95		Hydro	Isabella Lake, CA	Online	12/8/2020	10
Mohave/White Hills	NextEra Energy Resources Development	300.00		Wind	Mohave County, AZ	Online	12/16/2020	20
Golden Fields Solar III	Clearway Renew LLC	40.00		Solar	Rosamond, CA	Online	12/22/2020	15
Luna Storage	sPower		100.00	Standalone Storage	Lancaster, CA	Contracted	7/31/2021	15
High Desert	Middle River Power	100.00	50.00	Solar plus Storage	Victorville, CA	Contracted	8/1/2021	15
Sanborn	Terra-Gen		100.00	Standalone Storage	Kern County, CA	Contracted	8/1/2021	15
Arlington Energy Center II	NextEra Energy Resources Development	233.00	132.00	Solar plus Storage	Blythe, CA	Contracted	12/31/2021	15
Heber South	Ormat Nevada Inc.	14.00		Geothermal	Heber, CA	Contracted	1/1/2022	15
Azalea	Solar Frontier	60.00	38.00	Solar plus Storage	Kern County, CA	Contracted	12/31/2022	15
Estrella	sPower	56.00	28.00	Solar plus Storage	North Antelope Valley, CA	Contracted	12/31/2022	15
Daggett	Clearway Renew LLC	123.00	61.50	Solar plus Storage	Daggett, CA	Contracted	3/31/2023	15
Rexford	8minute Solar Energy LLC	300.00	180.00	Solar plus Storage	Tulare, CA	Contracted	10/1/2023	15
Chalan	Origis Energy	64.90	25.00	Solar plus Storage	Kern County, CA	Contracted	12/31/2023	15

EXECUTION VERSION**RENEWABLE POWER PURCHASE AGREEMENT****COVER SHEET****Seller:** Arica Solar, LLC**Buyer:** Clean Power Alliance of Southern California, a California joint powers authority**Description of Facility:** A dedicated and separately metered 93.5 MW AC portion of an approximately 263 MW AC solar photovoltaic generating facility, along with a dedicated and separately metered 71 MW/284 MWh battery energy storage facility, all located in Riverside County, in the State of California, as further described in Exhibit A and subject to adjustments as described in Sections 2.5, 2.6, 2.7 and Section 5 of Exhibit B.**Milestones:**

Milestone	Expected Date for Completion
Evidence of Site Control	4/30/2022
Documentation of Conditional Use Permit if required: CEQA [X] Cat Ex, [] Neg Dec, [] Mitigated Neg Dec, [x] EIR	3/31/2022
Seller's receipt of Phase I and Phase II Interconnection study results for Seller's Interconnection Facilities	Complete
Executed Interconnection Agreement	7/15/2021
Financial Close	██████████
Expected Construction Start Date	██████████
Initial Synchronization	8/1/2023
Network Upgrades completed (evidenced by delivery of permission to parallel letter from the Transmission Provider)	6/20/2023
Expected Date of CAISO Commercial Operation	10/1/2023
Expected Commercial Operation Date	12/1/2023

Delivery Term: Fifteen (15) Contract Years

Delivery Term Expected Energy:

Contract Year	Expected Energy (MWh)
1	284,054
2	██████
3	██████
4	██████
5	██████
6	██████
7	██████
8	██████
9	██████
10	██████
11	██████
12	██████
13	██████
14	██████
15	██████

Guaranteed Capacity: 164.5 MW of total Facility capacity

Guaranteed Storage Capacity: 71 MW of Installed Storage Capacity at four (4) hours of continuous discharge

Guaranteed PV Capacity: 93.5 MW of Installed PV Capacity

Guaranteed Efficiency Rate:

Contract Year	Guaranteed Efficiency Rate
1	██████

2	████
3	████
4	████
5	████
6	████
7	████
8	████
9	████
10	████
11	████
12	████
13	████
14	████
15	████

Guaranteed Construction Start Date: 5/31/2023

Guaranteed Commercial Operation Date: 12/1/2023

Contract Price

The Renewable Rate shall be:

Contract Year	Renewable Rate
1 – 15	\$████/MWh (flat) with no escalation

The Storage Rate shall be:

Contract Year	Storage Rate
---------------	--------------

1 – 15	\$ [REDACTED] /kW-mo. (flat) with no escalation
--------	--

Product

- PV Energy
- Discharging Energy
- Green Attributes (if Renewable Energy Credit, please check the applicable box below):
 - Portfolio Content Category 1
 - Portfolio Content Category 2
 - Portfolio Content Category 3
- Installed Storage Capacity and Effective Storage Capacity
- Ancillary Services
- Capacity Attributes (select options below as applicable)
 - Energy Only Status: for the Generating Facility
 - Full Capacity Deliverability Status: for the Storage Facility

Anticipated Flexible Capacity: Amount: 71 MW

Scheduling Coordinator: Buyer

Security Amounts and Guarantor:

Development Security: \$60/kW of Guaranteed PV Capacity plus \$90/kW of Guaranteed Storage Capacity

Performance Security: \$60/kW of the lesser of Guaranteed PV Capacity and Installed PV Capacity plus \$90/kW of the lesser of Guaranteed Storage Capacity and Installed Storage Capacity

Guarantor: N/A on Effective Date

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RENEWABLE POWER PURCHASE AGREEMENT

This Renewable Power Purchase Agreement (“**Agreement**”) is entered into as of _____ (the “**Effective Date**”), between Buyer and Seller. Buyer and Seller are sometimes referred to herein individually as a “**Party**” and jointly as the “**Parties**.” All capitalized terms used in this Agreement are used with the meanings ascribed to them in Article 1 to this Agreement.

RECITALS

WHEREAS, Seller intends to develop, design, construct, own, and operate the Facility;
and

WHEREAS, Seller desires to sell, and Buyer desires to purchase, on the terms and conditions set forth in this Agreement, the Product;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree to the following:

ARTICLE 1 DEFINITIONS

1.1 **Contract Definitions.** The following terms, when used herein with initial capitalization, shall have the meanings set forth below:

“**AC**” means alternating current.

“**Accepted Compliance Costs**” has the meaning set forth in Section 3.12(c).

“**Adjusted Energy Production**” has the meaning set forth in Exhibit G.

“**Affiliate**” means, with respect to any Person, each Person that directly or indirectly controls, is controlled by, or is under common control with such designated Person. For purposes of this definition and the definition of “Permitted Transferee”, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean (a) the direct or indirect right to cast at least fifty percent (50%) of the votes exercisable at an annual general meeting (or its equivalent) of such Person or, if there are no such rights, ownership of at least fifty percent (50%) of the equity or other ownership interest in such Person, or (b) the right to direct the policies or operations of such Person.

“**Agreement**” has the meaning set forth in the Preamble and includes the Cover Sheet and any Exhibits, schedules and any written supplements hereto.

“**Alternative Dispatches**” has the meaning set forth in Section 4.5(j).

“**Ancillary Services**” means spinning reserve, non-spinning reserve, regulation up, regulation down, black start, voltage support, and any other ancillary services that the Facility is

capable of providing consistent with the Operating Restrictions, as each is defined in the CAISO Tariff.

“Ancillary Services Dispatch” means any Charging Notice or Discharging Notice that instructs the Storage Facility to provide any Ancillary Services.

“Annual Storage Capacity Availability” has the meaning set forth in Exhibit P.

“Anticipated Flexible Capacity” means the amount and category of Flexible Capacity identified on the Cover Sheet which Seller anticipates as of the Effective Date that the Facility will be qualified by the CAISO to provide to Buyer.

“Approved Forecast Vendor” means (x) any of CAISO or (y) any other vendor reasonably acceptable to both Buyer and Seller for the purposes of providing or verifying the forecasts under Section 4.3(d).

“Assignment Agreement” has the meaning set forth in Section 14.5.

“Automated Dispatch System” or **“ADS”** has the meaning set forth in the CAISO Tariff.

“Automated Dispatches” has the meaning set forth in Section 4.5(j).

“Automatic Generation Control” or **“AGC”** has the meaning set forth in the CAISO Tariff.

“Availability Notice” means Seller’s availability forecasts issued pursuant to Section 4.3 with respect to the Available Effective Storage Capacity and Available Storage Capability.

“Availability Standards” has the meaning set forth in the CAISO Tariff or such other similar term as modified and approved by FERC hereafter to be incorporated in the CAISO Tariff.

“Available Effective Storage Capacity” has the meaning in Exhibit P.

“Available Generating Facility Capacity” means the capacity of the Generating Facility, expressed in whole MWs, that is mechanically available to generate Energy.

“Available Storage Capability” has the meaning in Exhibit P.

“Bankrupt” or **“Bankruptcy”** means with respect to any entity, such entity that (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar Law, (b) has any such petition filed or commenced against it which remains unstayed or undismissed for a period of ninety (90) days, (c) makes an assignment or any general arrangement for the benefit of creditors, (d) otherwise becomes bankrupt or insolvent (however evidenced), (e) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (f) is generally unable to pay its debts as they fall due.

“Battery Charging Factor” means the percentage SOC of the Storage Facility after the first five (5) hours of the charging phase of the applicable Storage Capacity Test.

“Battery Discharging Factor” means one (1) minus the percentage SOC of the Storage Facility after the first four (4) hours of the discharging phase of the applicable Storage Capacity Test.

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday in California. A Business Day begins at 8:00 a.m. and ends at 5:00 p.m. local time for the Party sending a Notice, or payment, or performing a specified action.

“Buyer” has the meaning set forth on the Cover Sheet.

“Buyer Assignee” has the meaning set forth in Section 14.5.

“Buyer Bid Curtailment” means the occurrence of both of the following:

(a) the CAISO provides notice to a Party or the SC for the Generating Facility, requiring the Party to curtail any PV Energy which would have been produced from the Generating Facility for a period of time based on the full amount of PV Energy forecasted for the Generating Facility for such period in accordance with the most recent forecast available under Section 4.3; and

(b) for the same time period as referenced in (a), the notice referenced in (a) results from Buyer or the SC for the Generating Facility either (i) not having submitted a Self-Schedule for the MWs subject to the reduction or (ii) having submitted a Self-Schedule in the Day-Ahead Market for the MWs subject to the reduction, but thereafter having submitted an Energy Supply Bid (as defined in the CAISO Tariff) in the Real-Time Market for such MWs subject to the reduction.

If the Generating Facility is subject to a Planned Outage, Forced Facility Outage, Force Majeure Event and/or a Curtailment Period (excluding, for the avoidance of doubt, a curtailment covered by (a) and (b) above that is not during a period covered by any other circumstances within the definition of Curtailment Period) during the same time period as referenced in (a), then the calculation of Deemed Delivered Energy during such period shall not include any PV Energy that was not delivered or stored due to such Planned Outage, Forced Facility Outage, Force Majeure Event or Curtailment Period (excluding, for the avoidance of doubt, a curtailment covered by (a) and (b) above that is not during a period covered by any other circumstances within the definition of Curtailment Period).

“Buyer Curtailment Order” means the instruction from Buyer to Seller to reduce PV Energy from the Generating Facility by the amount, and for the period of time set forth in such instruction, for reasons unrelated to a Planned Outage, Forced Facility Outage, Force Majeure Event affecting the Facility and/or Curtailment Order.

“Buyer Curtailment Period” means the period of time, as measured using current Settlement Intervals, during which Seller reduces PV Energy from the Generating Facility pursuant to or as a result of (a) a Buyer Bid Curtailment, (b) a Buyer Curtailment Order, or (c) a Buyer

Default hereunder which directly causes Seller to be unable to deliver PV Energy to the Delivery Point; provided, that the duration of any Buyer Curtailment Period shall be inclusive of the time required for the Generating Facility to ramp down and ramp up.

“**Buyer Default**” means an Event of Default of Buyer.

“**Buyer Dispatched Test**” has the meaning in Section 4.9(c).

“**Buyer’s Indemnified Parties**” has the meaning set forth in Section 18.2.

“**Buyer’s WREGIS Account**” has the meaning set forth in Section 4.10(a).

“**CAISO**” means the California Independent System Operator Corporation or any successor entity performing similar functions.

“**CAISO Certification**” means the certification and testing requirements for a storage unit set forth in the CAISO Tariff, including in Appendix K - Part A for Certification for Regulation, Part B for Spinning Reserve and Part C for Non-Spinning Reserve, that are applicable to the Facility for the certification and testing for all Ancillary Services, PMAX, and PMIN.

“**CAISO Charges Invoice**” has the meaning set forth in Exhibit D.

“**CAISO Commercial Operation**” has the meaning of “Commercial Operation” set forth in the CAISO Tariff.

“**CAISO Dispatch**” means any Charging Notice or Discharging Notice given by the CAISO to the Facility, whether through ADS, AGC or any successor communication protocol, communicating an Ancillary Service Award (as defined in the CAISO Tariff) or directing the Storage Facility to charge or discharge at a specific MW rate for a specified period of time or amount of MWh.

“**CAISO Grid**” has the same meaning as “CAISO Controlled Grid” as defined in the CAISO Tariff.

“**CAISO Tariff**” means the California Independent System Operator Corporation Agreement and Tariff, Business Practice Manuals (BPMs), and Operating Procedures, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time to time and approved by FERC.

“**Calculation Interval**” has the meaning set forth in Exhibit P.

“**California Renewables Portfolio Standard**” or “**RPS**” means the renewable energy program and policies established by California State Senate Bills 1038 (2002), 1078 (2002), 107 (2008), X-1 2 (2011), 350 (2015), and 100 (2018) as codified in, *inter alia*, California Public Utilities Code Sections 399.11 through 399.31 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time.

“**Capacity Attribute**” means any current or future defined characteristic, certificate, tag, credit, or accounting construct associated with the amount of power that the Facility can generate and deliver to the Delivery Point at a particular moment and that can be purchased, sold or conveyed under CAISO or CPUC market rules, including Resource Adequacy Benefits.

“**Capacity Availability Factor**” has the meaning set forth in Exhibit C.

“**Capacity Damages**” means collectively Storage Capacity Damages and PV Capacity Damages.

“**Capacity Test**” or “**CT**” means the Commercial Operation Storage Capacity Test, Storage Capacity Test, or any other test conducted pursuant to Exhibit O.

“**CEC**” means the California Energy Commission or its successor agency.

“**CEC Certification and Verification**” means that the CEC has certified (or, with respect to periods before the date that is one hundred eighty (180) days following the Commercial Operation Date, that the CEC has pre-certified) that the Generating Facility is an Eligible Renewable Energy Resource for purposes of the California Renewables Portfolio Standard and that all PV Energy delivered to the Delivery Point qualifies as generation from an Eligible Renewable Energy Resource.

“**CEC Precertification**” means that the CEC has issued a precertification for the Facility indicating that the planned operations of the Facility would comply with applicable CEC requirements for CEC Certification and Verification.

“**Change of Control**” means, except in connection with public market transactions of equity interests or capital stock of Seller’s Ultimate Parent, any circumstance in which Ultimate Parent ceases to own, directly or indirectly through one or more intermediate entities, more than fifty percent (50%) of the outstanding equity interests in Seller or otherwise ceases to retain the ability to control the decision making of Seller; *provided* that in calculating ownership percentages for all purposes of the foregoing:

(a) any ownership interest in Seller held by Ultimate Parent indirectly through one or more intermediate entities shall not be counted towards Ultimate Parent’s ownership interest in Seller unless Ultimate Parent directly or indirectly owns more than fifty percent (50%) of the outstanding equity interests in each such intermediate entity; and

(b) ownership interests in Seller owned directly or indirectly by any Lender (including any tax equity provider) shall be excluded from the total outstanding equity interests in Seller.

“**Charging Energy**” means all PV Energy produced by the Generating Facility and delivered to the Storage Facility (including pursuant to a Charging Notice), as measured at the Storage Facility Metering Point by the Storage Facility Meter, as such meter readings are adjusted by the CAISO for any applicable Electrical Losses or Station Use. All Charging Energy shall be used solely to charge the Storage Facility, and all Charging Energy shall be generated solely by the Generating Facility.

“Charging Notice” means the operating instruction, and any subsequent updates, given by Buyer’s SC or the CAISO to Seller, directing the Storage Facility to charge at a specific MW rate for a specified period of time or amount of MWh; provided, (a) any such operating instruction shall be in accordance with the Operating Restrictions, and (b) if, during a period when the Storage Facility is instructed by Buyer’s SC or the CAISO to be charging, the actual power output level of the Generating Facility is less than the power level set forth in an applicable “Charging Notice”, such “Charging Notice” shall be deemed to be automatically adjusted to be equal to the actual power level of the Generating Facility. Any instruction to charge the Storage Facility pursuant to a Buyer Dispatched Test shall be considered a Charging Notice, and any Charging Notice shall not constitute a Buyer Bid Curtailment, Buyer Curtailment Order or Curtailment Order.

“COD Certificate” has the meaning set forth in Exhibit B.

“Collateral Assignment Agreement” has the meaning set forth in Section 14.2.

“Commercial Operation” has the meaning set forth in Exhibit B.

“Commercial Operation Date” means the date Commercial Operation is achieved.

“Commercial Operation Delay Damages” means an amount equal to (a) the Development Security amount required hereunder, divided by (b) ninety (90).

“Commercial Operation Storage Capacity Test” means the Storage Capacity Test conducted in connection with Commercial Operation of the Storage Facility, including any additional Storage Capacity Test for additional Storage Facility capacity installed after the Commercial Operation Date pursuant to Section 5 of Exhibit B.

“Communications Protocols” means certain Operating Restrictions developed by the Parties pursuant to Exhibit Q that involve procedures and protocols regarding communication with respect to the operation of the Storage Facility pursuant to this Agreement.

“Compliance Actions” has the meaning set forth in Section 3.12(a).

“Compliance Expenditure Cap” has the meaning set forth in Section 3.12.

“Confidential Information” has the meaning set forth in Section 18.1.

“Construction Start” has the meaning set forth in Exhibit B.

“Construction Start Date” has the meaning set forth in Exhibit B.

“Contract Price” has the meaning set forth on the Cover Sheet. For clarity, the Contract Price is each of the Renewable Rate and the Storage Rate.

“Contract Term” has the meaning set forth in Section 2.1.

“Contract Year” means a period of twelve (12) consecutive months. The first Contract Year shall commence on the Commercial Operation Date and each subsequent Contract Year shall commence on the anniversary of the Commercial Operation Date.

“Costs” means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third-party transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace the Agreement; and all reasonable attorneys’ fees and expenses incurred by the Non-Defaulting Party in connection with terminating the Agreement.

“Cover Sheet” means the cover sheet to this Agreement, which is incorporated into this Agreement.

“COVID-19” means the epidemic disease designated COVID-19 and the related virus designated SARS-CoV-2 and any mutations thereof, and the efforts of a Governmental Authority to combat or mitigate such disease.

“CPM Price” has the meaning set forth in Section 3.8(b).

“CPUC” means the California Public Utilities Commission, or successor entity.

“Credit Rating” means, with respect to any entity, the rating then assigned to such entity’s unsecured, senior long-term debt obligations (not supported by third party credit enhancements) or if such entity does not have a rating for its senior unsecured long-term debt, then the rating then assigned to such entity as an issuer rating by S&P or Moody’s. If ratings by S&P and Moody’s are not equivalent, the lower rating shall apply.

[REDACTED]

“Cure Plan” has the meaning set forth in Section 11.1(b)(iii).

“Curtailment Order” means any of the following:

- (a) CAISO orders, directs, alerts, or provides notice to a Party to curtail deliveries of Facility Energy for the following reasons: (i) any System Emergency, (ii) any warning of an anticipated System Emergency, or warning of an imminent condition or situation, which jeopardizes CAISO’s electric system integrity or the integrity of other systems to which CAISO is connected, or (iii) in response to an Energy oversupply or potential Energy oversupply, and Buyer or the SC for the Facility submitted a Self-Schedule for the MWs curtailed (based on the full amount of PV Energy forecasted for the Generating Facility for such period in accordance with the most recent forecast available under Section 4.3) (it being acknowledged, for the avoidance of

doubt, that any CAISO direction to curtail PV Energy in response to an Energy oversupply or potential Energy oversupply in circumstances where Buyer or the SC for the Facility submitted an Energy Supply Bid (as defined in the CAISO Tariff) for the MWhs curtailed (based on the full amount of PV Energy forecasted for the Generating Facility for such period in accordance with the most recent forecast available under Section 4.3) during the relevant time period, shall be deemed Buyer Bid Curtailment and not a Curtailment Order);

(b) a curtailment ordered by the Transmission Provider for reasons including, but not limited to, (i) any situation that affects normal function of the electric system including, but not limited to, any abnormal condition that requires action to prevent circumstances such as equipment damage, loss of load, or abnormal voltage conditions, or (ii) any warning, forecast or anticipation of conditions or situations that jeopardize the Transmission Provider's electric system integrity or the integrity of other systems to which the Transmission Provider is connected;

(c) a curtailment ordered by CAISO or the Transmission Provider due to a Transmission System Outage; or

(d) a curtailment in accordance with Seller's obligations under its Interconnection Agreement with the Transmission Provider or distribution operator.

"Curtailment Period" means the period of time, as measured using current Settlement Intervals, during which Seller reduces generation from the Generating Facility pursuant to a Curtailment Order; *provided* that the Curtailment Period shall be inclusive of the time required for the Facility to ramp down and ramp up.

"Cycles" means, at any point in time during any Contract Year, the number of equivalent charge/discharge cycles of the Storage Facility, which shall be deemed to be equal to (a) the total cumulative amount of Discharging Energy from the Storage Facility at such point in time during such Contract Year (expressed in MWh) divided by (b) four (4) times the weighted average Effective Storage Capacity for such Contract Year to date.

"Daily Delay Damages" means an amount equal to (a) the Development Security amount required hereunder, divided by (b) one hundred twenty (120).

"Damage Payment" means the amount to be paid by the Defaulting Party to the Non-Defaulting Party after a Terminated Transaction occurring prior to the Commercial Operation Date, in a dollar amount as set forth in Section 11.3(a).

"Day-Ahead Forecast" has the meaning set forth in Section 4.3(c).

"Day-Ahead Market" has the meaning set forth in the CAISO Tariff.

"Day-Ahead Schedule" has the meaning set forth in the CAISO Tariff.

"Deemed Delivered Energy" means the amount of PV Energy expressed in MWh that the Generating Facility would have produced and delivered to the Generating Facility Meter, but that is not produced by the Generating Facility during a Buyer Curtailment Period, which amount shall be equal to the Real-Time Forecast (of the hourly expected PV Energy produced by the Generating

Facility) provided pursuant to Section 4.3(d) for the period of time during the Buyer Curtailment Period (or other relevant period), less the amount of PV Energy delivered to the Storage Facility, or to the Delivery Point directly from the Generating Facility, during the Buyer Curtailment Period (or other relevant period); *provided* that, if the applicable difference is negative, the Deemed Delivered Energy shall be zero (0). If the LMP for the Facility's PNode during any Settlement Interval was less than zero (0), Deemed Delivered Energy shall be reduced in such Settlement Interval by the amount of any Charging Energy that was not able to be delivered to the Storage Facility during such Settlement Interval due to the unavailability of the Storage Facility due to a Forced Facility Outage.

"Defaulting Party" has the meaning set forth in Section 11.1(a).

"Deficient Month" has the meaning set forth in Section 4.10(e).

"Delay Damages" means Daily Delay Damages and Commercial Operation Delay Damages.

"Delivery Point" has the meaning set forth in Exhibit A.

"Delivery Term" shall mean the period of Contract Years set forth on the Cover Sheet beginning on the Commercial Operation Date, unless terminated earlier in accordance with the terms and conditions of this Agreement.

"Development Cure Period" has the meaning set forth in Exhibit B.

"Development Security" means (a) cash or (b) a Letter of Credit, in the amount set forth on the Cover Sheet.

"Discharging Energy" means all Energy delivered to the Delivery Point from the Storage Facility, as measured at the Storage Facility Metering Point by the Storage Facility Meter, as such meter readings are adjusted by the CAISO for any applicable Electrical Losses or Station Use. All Discharging Energy shall have originally been delivered to the Storage Facility as Charging Energy.

"Discharging Notice" means the operating instruction, and any subsequent updates, given by Buyer's SC or the CAISO to Seller, directing the Storage Facility to discharge Discharging Energy at a specific MW rate for a specified period of time or to an amount of MWh; provided, (a) any such operating instruction or updates shall be in accordance with the Operating Restrictions and the CAISO Tariff, and (b) if, during a period when the Storage Facility is instructed by Buyer's SC or the CAISO to be discharging, the sum of PV Energy and Discharging Energy would exceed the Interconnection Capacity Limit, such "Discharging Notice" shall be deemed to be automatically adjusted to reduce the amount of Discharging Energy so that the sum of Discharging Energy and PV Energy does not exceed the Interconnection Capacity Limit, until such time as Buyer's SC or the CAISO issues a further modified Discharging Notice. Any instruction to discharge the Storage Facility pursuant to a Buyer Dispatched Test shall be considered a Discharging Notice, and any Discharging Notice shall not constitute a Buyer Bid Curtailment, Buyer Curtailment Order or Curtailment Order.

“Disclosing Party” has the meaning set forth in Section 18.2.

“Early Termination Date” has the meaning set forth in Section 11.2(a).

“Effective Date” has the meaning set forth on the Preamble.

“Effective Flexible Capacity” or **“EFC”** means the effective flexible capacity (in MWs) of the Facility pursuant to the counting conventions set forth in the Resource Adequacy Rulings and the CAISO Tariff, which such flexible capacity may be used to satisfy Flexible RAR.

“Effective Storage Capacity” means the lesser of (a) P_{MAX}, and (b) the maximum dependable operating capacity of the Storage Facility to discharge Energy for four (4) hours of continuous discharge, as measured in MW AC at the Delivery Point (i.e., measured at the Storage Facility Meter and adjusted for Electrical Losses to the Delivery Point) pursuant to the most recent Storage Capacity Test (including the Commercial Operation Storage Capacity Test), as evidenced by a certificate substantially in the form attached as Exhibit I-2 hereto, in either case (a) or (b) up to but not in excess of (i) the Guaranteed Storage Capacity (with respect to a Commercial Operation Storage Capacity Test) or (ii) the Installed Storage Capacity (with respect to any other Storage Capacity Test).

“Efficiency Rate” means the rate calculated pursuant to Exhibit O by dividing Energy Out by Energy In and which for a given calendar month shall be prorated as necessary if more than one Efficiency Rate applies during such calendar month.

“Efficiency Rate Factor” has the meaning set forth in Exhibit C.

“Electrical Losses” means, subject to meeting any applicable CAISO requirements and in accordance with Section 7.1, all transmission or transformation losses (a) between the Generating Facility Metering Point and the Delivery Point associated with delivery of PV Energy, (b) between the Storage Facility Metering Point and the Delivery Point associated with delivery of Discharging Energy, and (c) between the Delivery Point and/or the Generating Facility and the Storage Facility Metering Point, as applicable, associated with delivery of Charging Energy. If any amounts included within the definitions of “Electrical Losses” and “Station Use” hereunder are duplicative, then for all relevant calculations hereunder it is intended that such amounts shall not be double counted or otherwise duplicated.

“Eligible Renewable Energy Resource” has the meaning set forth in California Public Utilities Code Section 399.12(e) and California Public Resources Code Section 25741(a), as either code provision is amended or supplemented from time to time.

“Energy” means electrical energy, measured in kilowatt-hours, megawatt-hours, or multiple units thereof.

“Energy In” means AC energy charged (in MWh) to the Storage Facility as measured at the Storage Facility Meter (without adjusting for Electrical Losses).

“Energy Management System” or **“EMS”** means the Facility’s energy management system.

“**Energy Out**” means that total AC energy discharged (in MWh) as measured at the Storage Facility Meter (without adjusting for Electrical Losses).

“**Energy Replacement Damages**” has the meaning set forth in Section 4.7.

“**Event of Default**” has the meaning set forth in Section 11.1.

“**Excess MWh**” has the meaning set forth in Exhibit C.

“**Expected Commercial Operation Date**” has the meaning set forth on the Cover Sheet.

“**Expected Construction Start Date**” has the meaning set forth on the Cover Sheet.

“**Expected Energy**” means the quantity of PV Energy that Seller expects to be able to deliver to Buyer from the Generating Facility during each Contract Year, which for each Contract Year is the quantity specified on the Cover Sheet, which amount shall be adjusted (i) proportionately to the reduction from Guaranteed PV Capacity to Installed PV Capacity pursuant to Section 5(a) of Exhibit B, if applicable, and (ii) in accordance with Section 2.7.

“**Facility**” means the combined Generating Facility and the Storage Facility.

“**Facility Energy**” means PV Energy and/or Discharging Energy, as applicable, during any Settlement Interval or Settlement Period, as measured by the Generating Facility Meter and/or Storage Facility Meter, as applicable, as such meter readings are adjusted for Station Use or by the CAISO for any applicable Electrical Losses.

“**FERC**” means the Federal Energy Regulatory Commission or any successor government agency.

“**Flexible Capacity**” means, with respect to any particular Showing Month, the number of MWs of Product which are eligible to satisfy Flexible RAR.

“**Flexible RAR**” means the flexible capacity requirements established for load-serving entities by the CAISO pursuant to the CAISO Tariff, the CPUC pursuant to the Resource Adequacy Rulings, or by any other Governmental Authority.

“**Financial Close**” means Seller and/or one of its Affiliates has obtained debt and/or equity financing commitments from one or more Lenders sufficient to construct the Facility, including such financing commitments from Seller’s owner(s).

“**Force Majeure Event**” has the meaning set forth in Section 10.1.

“**Force Majeure Unavailability**” has the meaning set forth in Exhibit C.

“**Forced Facility Outage**” means an unexpected failure of one or more components of the Facility that prevents Seller from generating Energy or making Facility Energy available at the Delivery Point and that is not the result of a Force Majeure Event.

“**Forecasted Product**” has the meaning set forth in Section 4.3(b).

“Forecasting Penalty” has the meaning set forth in Section 4.3(f).

“Forward Certificate Transfers” has the meaning set forth in Section 4.10(a).

“Full Capacity Deliverability Status” or **“FCDS”** has the meaning set forth in the CAISO Tariff.

“Future Environmental Attributes” means any and all Green Attributes that become recognized under applicable Law after the Effective Date (and not before the Effective Date), notwithstanding the last sentence of the definition of “Green Attributes” herein. Future Environmental Attributes do not include Tax Credits associated with the construction or operation of the Facility, or other financial incentives in the form of credits, reductions, or allowances associated with the Facility that are applicable to a state or federal income taxation obligation.

“Gains” means, with respect to any Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of this Agreement for the remaining Contract Term, determined in a commercially reasonable manner. Factors used in determining the economic benefit to a Party may include, without limitation, reference to information supplied by one or more third parties, which shall exclude Affiliates of the Non-Defaulting Party, including without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g., SP-15), all of which should be calculated for the remaining Contract Term, and include the value of Green Attributes and Capacity Attributes.

“Generating Facility” means the solar photovoltaic generating facility described on the Cover Sheet and in Exhibit A, located at the Site and including mechanical equipment and associated facilities and equipment required to deliver (i) PV Energy to the Delivery Point, and (ii) Charging Energy to the Storage Facility; provided, the “Generating Facility” does not include the Storage Facility or the Shared Facilities.

“Generating Facility Meter” means the CAISO approved revenue quality meter or meters (with a 0.3 accuracy class), along with a compatible data processing gateway or remote intelligence gateway, telemetering equipment and data acquisition services sufficient for monitoring, recording and reporting, in real time, the amount of PV Energy delivered to the Generating Facility Metering Point for the purpose of invoicing in accordance with Section 8.1. For clarity, the Generating Facility may contain multiple measurement devices that will make up the Generating Facility Meter, and, unless otherwise indicated, references to the Generating Facility Meter shall mean all such measurement devices and the aggregated data of all such measurement devices, taken together.

“Generating Facility Metering Point” means the location(s) of the Generating Facility Meter(s) shown in Exhibit R.

“Governmental Authority” means any federal, state, provincial, local or municipal government, any political subdivision thereof or any other governmental, congressional or parliamentary, regulatory, or judicial instrumentality, authority, body, agency, department, bureau,

or entity with authority to bind a Party at law, including CAISO and the CPUC; *provided*, “Governmental Authority” shall not in any event include any Party.

“**Green Attributes**” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled (including under the RPS regulations and/or under any and all other international, federal, regional, state or other law, rule, regulation, bylaw, treaty or other intergovernmental compact, decision, administrative decision, program (including any voluntary compliance or membership program), competitive market or business method (including all credits, certificates, benefits, and emission measurements, reductions, offsets and allowances related thereto)), attributable to the generation from the Facility and its displacement of conventional energy generation. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; and (3) the reporting rights to such avoided emissions, such as Green Tag Reporting Rights. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Facility, (ii) Tax Credits associated with the construction or operation of the Facility and other financial incentives in the form of credits, reductions, or allowances associated with the Facility that are applicable to a state or federal income taxation obligation, or (iii) emission reduction credits encumbered or used by the Facility for compliance with local, state, or federal operating and/or air quality permits. Green Attributes under the preceding definition are limited to Green Attributes that exist under applicable Law as of the Effective Date.

“**Green Tag Reporting Rights**” means the right of a purchaser of renewable energy to report ownership of accumulated Green Tags in compliance with and to the extent permitted by applicable Law and include, without limitation, rights under Section 1605(b) of the Energy Policy Act of 1992, and any present or future federal, state or local certification program or emissions trading program, including pursuant to the WREGIS Operating Rules.

“**Green Tags**” means a unit accumulated on a MWh basis where one (1) represents the Green Attributes associated with one (1) MWh of PV Energy.

“**Green-e Certified**” means the Green Attributes provided to Buyer pursuant to this Agreement are certified under the Green-e Energy National Standard.

“**Green-e Energy National Standard**” means the Green-e Renewable Energy Standard for Canada and the United States (formerly Green-e Energy National Standard) version 3.4, updated November 12, 2019, as may be further amended from time to time.

“**Guaranteed Capacity**” means the sum of (x) the Guaranteed PV Capacity and (y) the Guaranteed Storage Capacity.

“**Guaranteed Commercial Operation Date**” has the meaning set forth on the Cover Sheet, subject to extension pursuant to Exhibit B.

“**Guaranteed Construction Start Date**” has the meaning set forth on the Cover Sheet, subject to extension pursuant to Exhibit B.

“**Guaranteed Efficiency Rate**” means the minimum guaranteed Efficiency Rate of the Storage Facility throughout the Delivery Term, as set forth on the Cover Sheet.

“**Guaranteed Energy Production**” has the meaning set forth in Section 4.7.

“**Guaranteed PV Capacity**” means the generating capacity of the Generating Facility, as measured in MW AC at the Delivery Point (i.e., measured at the Generating Facility Meter and adjusted for Electrical Losses to the Delivery Point), that Seller commits to install pursuant to this Agreement as set forth on the Cover Sheet, as may be adjusted pursuant to Section 2.5.

“**Guaranteed Storage Availability**” has the meaning set forth in Section 4.8.

“**Guaranteed Storage Capacity**” means the maximum dependable operating capability of the Storage Facility to discharge Energy, as measured in MW AC at the Delivery Point (i.e., measured at the Storage Facility Meter and adjusted for Electrical Losses to the Delivery Point) for four (4) hours of continuous discharge, that Seller commits to install pursuant to this Agreement as set forth on the Cover Sheet, as may be adjusted pursuant to Section 2.6.

“**Guarantor**” means, with respect to Seller, any Person that is listed on the Cover Sheet or that (a) does not already have any material credit exposure to Buyer under any other agreements, guarantees, or other arrangements at the time its Guaranty is issued, (b) is an Affiliate of Seller, or other third party reasonably acceptable to Buyer, (c) has a Credit Rating of BBB- or better from S&P or a Credit Rating of Baa3 or better from Moody’s, (d) has a tangible net worth of at least One Hundred Million Dollars (\$100,000,000), (e) is incorporated or organized in a jurisdiction of the United States and is in good standing in such jurisdiction, and (f) executes and delivers a Guaranty for the benefit of Buyer.

“**Guaranty**” means a guaranty from a Guarantor provided for the benefit of Buyer substantially in the form attached as Exhibit S, or as reasonably acceptable to Buyer.

“**Imbalance Energy**” means the amount of Energy in MWh, in any given Settlement Period or Settlement Interval, by which the amount of PV Energy, Charging Energy or Discharging Energy deviates from the amount of Scheduled Energy.

“**Indemnified Party**” has the meaning set forth in Section 16.1.

“**Indemnifying Party**” has the meaning set forth in Section 16.1.

“**Initial Synchronization**” means the commencement of Trial Operations (as defined in the CAISO Tariff).

“**Installed Capacity**” means the sum of (x) the Installed PV Capacity and (y) the Installed Storage Capacity.

“Installed PV Capacity” means the actual generating capacity of the Generating Facility, as measured in MW AC at the Delivery Point (i.e., measured at the Generating Facility Meter and adjusted for Electrical Losses to the Delivery Point), that achieves Commercial Operation, as evidenced by a certificate substantially in the form attached as Exhibit I-1 hereto.

“Installed Storage Capacity” means the lesser of (a) P_{MAX}, and (b) maximum dependable operating capacity of the Storage Facility to discharge Energy for four (4) hours of continuous discharge, as measured in MW AC at the Storage Facility Meter Point by the Storage Facility Meter and adjusted for Electrical Losses to the Delivery Point, that achieves Commercial Operation, as evidenced by a certificate substantially in the form attached as Exhibit I-1 hereto, as such capacity may be adjusted pursuant to Section 5 of Exhibit B. It is acknowledged that Seller shall have the right and option in its sole discretion to install Storage Facility capacity in excess of the Guaranteed Storage Capacity; provided, for all purposes of this Agreement the amount of Installed Storage Capacity shall never be deemed to exceed the Guaranteed Storage Capacity, and (for the avoidance of doubt) Buyer shall have no rights to instruct Seller to (i) charge or discharge the Storage Facility at an instantaneous rate (in MW) in excess of the Effective Storage Capacity or (ii) charge the Storage Facility to a level (in MWh) in excess of the Effective Storage Capacity times four (4) hours.

“Inter-SC Trade” has the meaning set forth in the CAISO Tariff.

“Interconnection Agreement” means the interconnection agreement entered into by Seller or an Affiliate pursuant to which the Facility will be interconnected with the Transmission System, and pursuant to which Seller’s Interconnection Facilities and any other Interconnection Facilities will be constructed, operated and maintained during the Contract Term.

“Interconnection Capacity Limit” means the maximum instantaneous amount of Energy that is permitted to be delivered to the Delivery Point under Seller’s Interconnection Agreement, in the amount of 93.5 MW.

“Interconnection Facilities” means the interconnection facilities, control and protective devices and metering facilities required to connect the Facility with the Transmission System in accordance with the Interconnection Agreement.

“Interest Rate” has the meaning set forth in Section 8.2.

“Interim Deliverability Status” has the meaning set forth in the CAISO Tariff.

“IP Indemnity Claim” has the meaning set forth in Section 16.1(b).

“ITC” means the investment tax credit established pursuant to Section 48 of the United States Internal Revenue Code of 1986.

“Joint Powers Act” means the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.).

“Joint Powers Agreement” means that certain Joint Powers Agreement dated June 27, 2017, as amended from time to time, under which Buyer is organized as a Joint Powers Authority in accordance with the Joint Powers Act.

“kWh” means a kilowatt-hour measured in alternating current, unless expressly stated in terms of direct current.

“Law” means any applicable law, statute, rule, regulation, decision, writ, order, decree or judgment, permit or any interpretation thereof, promulgated or issued by a Governmental Authority.

“Lender” means, collectively, any Person (i) providing senior or subordinated construction, interim, back leverage or long-term debt, equity or tax equity financing or refinancing for or in connection with the development, construction, purchase, installation or operation of the Facility, whether that financing or refinancing takes the form of private debt (including back-leverage debt), equity (including tax equity), public debt or any other form (including financing or refinancing provided to a member or other direct or indirect owner of Seller), including any equity or tax equity investor directly or indirectly providing financing or refinancing for the Facility or purchasing equity ownership interests of Seller and/or its Affiliates, and any trustee or agent or similar representative acting on their behalf, (ii) providing interest rate or commodity protection under an agreement hedging or otherwise mitigating the cost of any of the foregoing obligations and/or (iii) participating in a lease financing (including a sale leaseback or leveraged leasing structure) with respect to the Facility.

“Letter(s) of Credit” means one or more irrevocable, standby letters of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank having a Credit Rating of at least A- with an outlook designation of “stable” from S&P or A3 with an outlook designation of “stable” from Moody’s, in a form substantially similar to the letter of credit set forth in Exhibit K.

“Licensed Professional Engineer” means an independent, professional engineer selected by Seller and reasonably acceptable to Buyer, licensed in the State of California.

“Local Capacity Area Resource” has the meaning set forth in the CAISO Tariff.

“Local RAR” means the local Resource Adequacy Requirements established for load-serving entities by the CAISO pursuant to the CAISO Tariff, the CPUC pursuant to the Resource Adequacy Rulings, or by any other Governmental Authority. “Local RAR” may also be known as local area reliability, local resource adequacy, local resource adequacy procurement requirements, or local capacity requirement in other regulatory proceedings or legislative actions.

“Locational Marginal Price” or **“LMP”** has the meaning set forth in the CAISO Tariff.

“Losses” means, with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from termination of this Agreement for the remaining Contract Term, determined in a commercially reasonable manner. Factors used in determining economic loss to a Party may include, without limitation, reference to information supplied by one or more third parties, which shall exclude Affiliates of the Non-Defaulting Party,

including without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g., SP-15), all of which should be calculated for the remaining Contract Term and must include the value of Green Attributes, Capacity Attributes, and Renewable Energy Incentives.

“**Lost Output**” has the meaning set forth in Section 4.7.

“**Milestones**” means the development activities for significant permitting, interconnection, financing and construction milestones set forth on the Cover Sheet.

“**Monthly Capacity Payment**” means the payment required to be made by Buyer to Seller each month of the Delivery Term as compensation for the provision of Effective Storage Capacity and Capacity Attributes associated with the Storage Facility, as calculated in accordance with Exhibit C.

“**Monthly Forecast**” has the meaning set forth in Section 4.3(b).

“**Moody’s**” means Moody’s Investors Service, Inc., or its successor.

“**MW**” means megawatts in alternating current, unless expressly stated in terms of direct current.

“**MWh**” means megawatt-hour measured in alternating current, unless expressly stated in terms of direct current.

“**Negative LMP**” means, in any Settlement Period or Settlement Interval, the LMP at the Facility’s PNode is less than zero dollars (\$0).

“**NERC**” means the North American Electric Reliability Corporation or any successor entity.

“**Net Qualifying Capacity**” has the meaning set forth in the CAISO Tariff.

“**Network Upgrades**” has the meaning set forth in the CAISO Tariff.

“**Non-Defaulting Party**” has the meaning set forth in Section 11.2.

“**Notice**” shall, unless otherwise specified in the Agreement, mean written communications by a Party to be delivered by hand delivery, United States mail, overnight courier service, or electronic messaging (e-mail).

“**Operating Restrictions**” means those restrictions, rules, requirements, and procedures set forth in Exhibit Q.

“**Party**” has the meaning set forth in the Preamble.

“Performance Measurement Period” means each two (2) consecutive Contract Years commencing with the first Contract Year so that the first Performance Measurement Period shall include Contract Years 1 and 2. Performance Measurement Periods shall overlap, so that if the first Performance Measurement Period is comprised of Contract Years 1 and 2, the second Performance Measurement Period shall be comprised of Contract Years 2 and 3, the third Performance Measurement Period shall be comprised of Contract Years 3 and 4, and so on.

“Performance Security” means (i) cash or (ii) a Letter of Credit, or (iii) a Guaranty (if permitted by Buyer, in its sole discretion), in the amount set forth on the Cover Sheet.

“Permitted Transferee” means (i) any Affiliate of Seller or (ii) any entity that satisfies, or is controlled by another Person that satisfies the following requirements:

(a) A tangible net worth of not less than one hundred fifty million dollars (\$150,000,000) or a Credit Rating of at least BBB- from S&P or Baa3 from Moody’s; and

(b) At least two (2) years of experience in the ownership and operations of power generation and energy storage facilities similar to the Facility, or has retained Clearway Renewable Operation & Maintenance LLC or a different third-party with such experience to operate the Facility.

“Person” means any individual, sole proprietorship, corporation, limited liability company, limited or general partnership, joint venture, association, joint-stock company, trust, incorporated organization, institution, public benefit corporation, unincorporated organization, government entity or other entity.

“Planned Outage” means a period during which the Facility is either in whole or in part not capable of providing service due to planned maintenance that has been scheduled in advance in accordance with Section 4.6(a).

“P_{MAX}” means the applicable CAISO-certified maximum operating level of the Storage Facility.

“P_{MIN}” means the applicable CAISO-certified minimum operating level of the Storage Facility.

“P_{Node}” has the meaning set forth in the CAISO Tariff.

“Portfolio” means the single portfolio of electrical energy generating, energy storage, or other assets and entities, including the Facility (or the interests of Seller or Seller’s Affiliates or the interests of their respective direct or indirect parent companies), that is pledged as collateral security in connection with a Portfolio Financing.

“Portfolio Content Category” means PCC1, PCC2 or PCC3, as applicable.

“Portfolio Content Category 1” or **“PCC1”** means any Renewable Energy Credit associated with the generation of electricity from an Eligible Renewable Energy Resource

consisting of the portfolio content set forth in California Public Utilities Code Section 399.16(b)(1), as may be amended from time to time or as further defined or supplemented by Law.

“Portfolio Content Category 2” or **“PCC2”** means any Renewable Energy Credit associated with the generation of electricity from an Eligible Renewable Energy Resource consisting of the portfolio content set forth in California Public Utilities Code Section 399.16(b)(2), as may be amended from time to time or as further defined or supplemented by Law.

“Portfolio Content Category 3” or **“PCC3”** means any Renewable Energy Credit associated with the generation of electricity from an Eligible Renewable Energy Resource consisting of the portfolio content set forth in California Public Utilities Code Section 399.16(b)(3), as may be amended from time to time or as further defined or supplemented by Law.

“Portfolio Financing” means any debt incurred by an Affiliate of Seller that is secured only by a Portfolio.

“Portfolio Financing Entity” means any Affiliate of Seller that incurs debt in connection with any Portfolio Financing.

“Product” has the meaning set forth on the Cover Sheet.

“Progress Report” means a progress report including the items set forth in Exhibit E.

“Prudent Operating Practice” means (a) the applicable practices, methods and acts required by or consistent with applicable Laws and reliability criteria, and otherwise engaged in or approved by a significant portion of the electric industry during the relevant time period with respect to grid-interconnected, utility-scale generating facilities with integrated energy storage in the Western United States, or (b) any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Prudent Operating Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to acceptable practices, methods or acts generally accepted in the industry with respect to grid-interconnected, utility-scale generating facilities with integrated energy storage in the Western United States. Prudent Operating Practice shall include compliance with applicable Laws, applicable reliability criteria, and the applicable criteria, rules and standards promulgated in the National Electric Safety Code and the National Electrical Code, as they may be amended or superseded from time to time, including the criteria, rules and standards of any successor organizations.

“PTC” means the production tax credit established pursuant to Section 45 of the United States Internal Revenue Code of 1986.

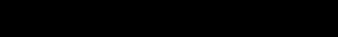
“PV Capacity Damages” has the meaning set forth in Section 5 of Exhibit B.


“PV Energy” means all Energy delivered from the Generating Facility to the Generating Facility Metering Point and measured by the Generating Facility Meter, as such meter readings are adjusted by the CAISO for any applicable Electrical Losses or Station Use.

“Qualifying Capacity” has the meaning set forth in the CAISO Tariff.

“RA Compliance Showing” means the (a) Local RAR compliance or advisory showings (or similar or successor showings), (b) RAR compliance or advisory showings (or similar or successor showings), and (c) Flexible RAR compliance or advisory showings (or similar successor showings), in each case, an entity is required to make to the CAISO pursuant to the CAISO Tariff, to the CPUC (and, to the extent authorized by the CPUC, to the CAISO) pursuant to the Resource Adequacy Rulings, or to any Governmental Authority.

“RA Deficiency Amount” means the liquidated damages payment that Seller shall pay to Buyer for an applicable RA Shortfall Month as calculated in accordance with Section 3.8(b).

“RA Guarantee Date” means the Commercial Operation Date; 



“RA Shortfall Month” means, for purposes of calculating an RA Deficiency Amount under Section 3.8(b), any Showing Month, commencing with the Showing Month that includes the RA Guarantee Date, during which the Net Qualifying Capacity of the Storage Facility plus any Replacement RA (if applicable) that was included in the Showing Month for Buyer was less than the Qualifying Capacity of the Storage Facility for such month.

“Real-Time Forecast” has the meaning set forth in Section 4.3(d).

“Real-Time Market” has the meaning set forth in the CAISO Tariff.

“Real-Time Price” means the Resource-Specific Settlement Interval LMP as defined in the CAISO Tariff. If there is more than one applicable Real-Time Price for the same period of time, Real-Time Price shall mean the price associated with the smallest time interval.

“Receiving Party” has the meaning set forth in Section 18.2.

“Reliability Network Upgrades” has the meaning set forth in the CAISO Tariff.

“Remedial Action Plan” has the meaning set forth in Section 2.4.

“Renewable Energy Credit” has the meaning set forth in California Public Utilities Code Section 399.12(h), as may be amended from time to time or as further defined or supplemented by Law.

“Renewable Energy Incentives” means: (a) all federal, state, or local Tax credits or other Tax benefits associated with the construction, ownership, or production of electricity from the Facility (including credits under Sections 38, 45, 46 and 48 of the Internal Revenue Code of 1986, as amended); (b) any federal, state, or local grants, subsidies or other like benefits relating in any way to the Facility, including a cash grant available under Section 1603 of Division B of the

American Recovery and Reinvestment Act of 2009, in lieu of federal Tax credits or any similar or substitute payment available under subsequently enacted federal legislation; and (c) any other form of incentive relating in any way to the Facility that is not a Green Attribute, Future Environmental Attribute, or Capacity Attribute.

“Renewable Rate” has the meaning set forth on the Cover Sheet.

“Replacement Energy” has the meaning set forth in Exhibit G.

“Replacement Green Attributes” has the meaning set forth in Exhibit G.

“Replacement Product” has the meaning set forth in Exhibit G.

“Replacement RA” means Resource Adequacy Benefits, if any, equivalent to those that would have been provided by the Facility with respect to the applicable month in which a RA Deficiency Amount is due to Buyer, and located within SP 15 TAC Area and, to the extent that the Facility would have qualified as a Local Capacity Area Resource for such month, described as a Local Capacity Area Resource; *provided*, Replacement RA may be Resource Adequacy Benefits with an NP26 designation unless Buyer has demonstrably reached Buyer’s limit for such resources in such month.

“Requested Confidential Information” has the meaning set forth in Section 18.2.

“Resource Adequacy Benefits” means the rights and privileges attached to the Facility that satisfy any entity’s resource adequacy obligations, as those obligations are set forth in any Resource Adequacy Rulings and shall include Flexible Capacity and any local, zonal or otherwise locational attributes associated with the Facility.

“Resource Adequacy Requirements” or **“RAR”** means the resource adequacy requirements applicable to an entity as established by the CAISO pursuant to the CAISO Tariff, by the CPUC pursuant to the Resource Adequacy Rulings, or by any other Governmental Authority.

“Resource Adequacy Resource” shall have the meaning used in Resource Adequacy Rulings.

“Resource Adequacy Rulings” means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-04-040, 06-06-064, 06-07-031, 07-06-029, 08-06-031, 09-06-028, 10-06-036, 11-06-022, 12-06-025, 13-06-024, 14-06-050, 15-06-063, 16-06-045, 17-06-027, 18-06-030, 18-06-031, 19-02-022, 19-06-026, 19-10-021, 20-01-004, 20-03-016, 20-06-002, 20-06-028, 20-12-006 and any other existing or subsequent ruling or decision, or any other resource adequacy laws, rules or regulations enacted, adopted or promulgated by any applicable Governmental Authority, however described, as such decisions, rulings, Laws, rules or regulations may be amended or modified from time-to-time throughout the Contract Term.

“S&P” means the Standard & Poor’s Financial Services, LLC (a subsidiary of S&P Global Inc.) or its successor.

“**SCADA Systems**” means the standard supervisory control and data acquisition systems to be installed by Seller as part of the Facility, including those system components that enable Seller to receive ADS and AGC instructions from the CAISO or similar instructions from Buyer’s SC.

“**Schedule**” has the meaning set forth in the CAISO Tariff, and “**Scheduled**” and “**Scheduling**” have a corollary meaning.

“**Scheduled Energy**” means the PV Energy, Charging Energy or Discharging Energy that clears under the applicable CAISO market based on the final Day-Ahead Schedule, FMM Schedule (as defined in the CAISO Tariff), and/or any other financially binding Schedule, market instruction or dispatch for the Facility for a given period of time implemented in accordance with the CAISO Tariff.

“**Scheduling Coordinator**” or “**SC**” means an entity certified by the CAISO as qualifying as a Scheduling Coordinator pursuant to the CAISO Tariff for the purposes of undertaking the functions specified in “Responsibilities of a Scheduling Coordinator,” of the CAISO Tariff, as amended from time to time.

“**Security Interest**” has the meaning set forth in Section 8.9.

“**Self-Schedule**” has the meaning set forth in the CAISO Tariff.

“**Seller**” has the meaning set forth on the Cover Sheet.

“**Seller Initiated Test**” has the meaning set forth in Section 4.9(c).

“**Seller’s WREGIS Account**” has the meaning set forth in Section 4.10(a).

“**Settlement Amount**” means the Non-Defaulting Party’s Costs and Losses, on the one hand, netted against its Gains, on the other. If the Non-Defaulting Party’s Costs and Losses exceed its Gains, then the Settlement Amount shall be an amount owing to the Non-Defaulting Party. If the Non-Defaulting Party’s Gains exceed its Costs and Losses, then the Settlement Amount shall be zero dollars (\$0). The Settlement Amount does not include consequential, incidental, punitive, exemplary or indirect or business interruption damages.

“**Settlement Interval**” has the meaning set forth in the CAISO Tariff.

“**Settlement Period**” has the meaning set forth in the CAISO Tariff.

“**Shared Facilities**” means the gen-tie lines, transformers, substations, or other equipment, permits, contract rights, and other assets and property (real or personal), in each case, as necessary to enable delivery of Energy from the Facility (which is excluded from Shared Facilities) to the point of interconnection, including the Interconnection Agreement itself, that are used in common with third parties.

“**Showing Month**” shall be the calendar month of the Delivery Term that is the subject of the RA Compliance Showing, as set forth in the Resource Adequacy Rulings and outlined in the

CAISO Tariff. For illustrative purposes only, pursuant to the CAISO Tariff and Resource Adequacy Rulings in effect as of the Effective Date, the monthly RA Compliance Showing made in June is for the Showing Month of August.

“**Site**” means the real property on which the Facility is or will be located, as further described in Exhibit A, and as shall be updated by Seller at the time Seller provides an executed Construction Start Date certificate in the form of Exhibit J to Buyer; *provided*, that any such update to the Site that includes real property that was not originally contained within the Site boundaries described in Exhibit A shall be subject to Buyer’s approval of such updates in its sole discretion.

“**Site Control**” means that, for the Contract Term, Seller (or, prior to the Delivery Term, its Affiliate): (a) owns or has the option to purchase the Site; (b) is the lessee or has the option to lease the Site; or (c) is the holder of an easement or an option for an easement, right-of-way grant, or similar instrument with respect to the Site.

“**SOC**” or “**State of Charge**” means (a) the level of charge of the Storage Facility relative to (b) the Effective Storage Capacity multiplied by four (4) hours, expressed as a percentage.

“**SP-15**” means the Existing Zone Generation Trading Hub for Existing Zone region SP15 as set forth in the CAISO Tariff.

“**Station Use**” means the Energy (including Energy produced or discharged by the Facility) that is used within the Facility to power the lights, motors, temperature control systems, control systems and other electrical loads that are necessary for operation of the Facility.

“**Storage Capability**” has the meaning in Exhibit P.

“**Storage Capacity Availability Payment True-Up**” has the meaning set forth in Exhibit C.

“**Storage Capacity Availability Payment True-Up Amount**” has the meaning set forth in Exhibit C.

“**Storage Capacity Damages**” has the meaning set forth in Section 5 of Exhibit B.

“**Storage Capacity Test**” means any test or retest of the Storage Facility to establish the Installed Storage Capacity, Effective Storage Capacity, and/or Efficiency Rate, conducted in accordance with the testing procedures, requirements and protocols set forth in Section 4.9 and Exhibit O.

“**Storage Cure Plan**” has the meaning set forth in Section 11.1(b)(iv).

“**Storage Facility**” means the energy storage facility described on the Cover Sheet and in Exhibit A (including the operational requirements of the energy storage facility), located at the Site and including mechanical equipment and associated facilities and equipment required to deliver Storage Product (but excluding any Shared Facilities), and as such storage facility may be expanded or otherwise modified from time to time in accordance with the terms hereof.

“Storage Facility Meter” means the CAISO approved bi-directional revenue quality meter or meters (with a 0.3 accuracy class), along with a compatible data processing gateway or remote intelligence gateway, telemetering equipment and data acquisition services sufficient for monitoring, recording and reporting, in real time, the amount of Charging Energy delivered to the Storage Facility Metering Point and the amount of Discharging Energy discharged from the Storage Facility at the Storage Facility Metering Point to the Delivery Point for the purpose of invoicing in accordance with Section 8.1. For clarity, the Facility may contain multiple measurement devices that will make up the Storage Facility Meter, and, unless otherwise indicated, references to the Storage Facility Meter shall mean all such measurement devices and the aggregated data of all such measurement devices, taken together.

“Storage Facility Metering Point” means the location(s) of the Storage Facility Meter(s) shown on Exhibit R.

“Storage Product” means (a) Discharging Energy, (b) Capacity Attributes, if any, (c) Effective Storage Capacity, and (d) Ancillary Services, if any, in each case arising from or relating to the Storage Facility.

“Storage Rate” has the meaning set forth on the Cover Sheet.

“Stored Energy Level” means, at a particular time, the amount of Energy in the Storage Facility available to be discharged to the Delivery Point as Discharging Energy, expressed in MWh.

“Supplementary Capacity Test Protocol” has the meaning set forth in Exhibit O.

“Supply Chain Code” has the meaning in Exhibit U.

“System Emergency” means any condition that requires, as determined and declared by CAISO or the Transmission Provider, automatic or immediate action to (i) prevent or limit harm to or loss of life or property, (ii) prevent loss of transmission facilities or generation supply in the immediate vicinity of the Facility, or (iii) to preserve Transmission System reliability.

“Tax” or **“Taxes”** means all U.S. federal, state and local and any foreign taxes, levies, assessments, surcharges, duties and other fees and charges of any nature imposed by a Governmental Authority, whether currently in effect or adopted during the Contract Term, including ad valorem, excise, franchise, gross receipts, import/export, license, property, sales and use, stamp, transfer, payroll, unemployment, income, and any and all items of withholding, deficiency, penalty, additions, interest or assessment related thereto.

“Tax Credits” means the PTC, ITC and any other state, local and/or federal production tax credit, depreciation benefit, tax deduction and/or investment tax credit specific to the production of renewable energy and/or investments in renewable energy facilities or battery storage facilities.

“Terminated Transaction” has the meaning set forth in Section 11.2(a).

“Termination Payment” has the meaning set forth in Section 11.3(b).

“**Test Energy**” means PV Energy delivered (i) commencing on the later of (a) the first date that the CAISO informs Seller in writing that Seller may deliver Energy to the CAISO and (b) the first date that the Transmission Provider informs Seller in writing that Seller has conditional or temporary permission to operate in parallel with the CAISO Grid, and (ii) ending upon the occurrence of the Commercial Operation Date.

“**Test Energy Rate**” has the meaning set forth in Section 3.6.

“**Total YTD Calculation Intervals**” has the meaning set forth in Exhibit P.

“**Transmission Provider**” means any entity that owns, operates and maintains transmission or distribution lines and associated facilities and/or has entitlements to use certain transmission or distribution lines and associated facilities for the purpose of transmitting or transporting the Facility Energy from the Delivery Point.

“**Transmission System**” means the transmission facilities operated by the CAISO, now or hereafter in existence, which provide energy transmission service downstream from the Delivery Point.

“**Transmission System Outage**” means an outage on the Transmission System, other than a System Emergency, that is not caused by Seller’s actions or inactions and that prevents Buyer or the CAISO (as applicable) from receiving Facility Energy onto the Transmission System.

“**Ultimate Parent**” means Clearway Renew LLC, a Delaware limited liability company.

“**Unavailable Calculation Interval**” has the meaning set forth in Exhibit P.

“**Variable Energy Resource**” or “**VER**” has the meaning set forth in the CAISO Tariff.

“**WREGIS**” means the Western Renewable Energy Generation Information System or any successor renewable energy tracking program.

“**WREGIS Certificate Deficit**” has the meaning set forth in Section 4.10(e).

“**WREGIS Certificates**” has the same meaning as “Certificate” as defined by WREGIS in the WREGIS Operating Rules and are designated as eligible for complying with the California Renewables Portfolio Standard.

“**WREGIS Operating Rules**” means those operating rules and requirements adopted by WREGIS as of May 1, 2018, as subsequently amended, supplemented or replaced (in whole or in part) from time to time.

1.2 **Rules of Interpretation**. In this Agreement, except as expressly stated otherwise or unless the context otherwise requires:

(a) headings and the rendering of text in bold and italics are for convenience and reference purposes only and do not affect the meaning or interpretation of this Agreement;

(b) words importing the singular include the plural and vice versa and the masculine, feminine and neuter genders include all genders;

(c) the words “hereof”, “herein”, and “hereunder” and words of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(d) a reference to an Article, Section, paragraph, clause, Party, or Exhibit is a reference to that Article, Section, paragraph, clause of, or that Party or Exhibit to, this Agreement unless otherwise specified;

(e) a reference to a document or agreement, including this Agreement shall mean such document, agreement or this Agreement including any amendment or supplement to, or replacement, novation or modification of this Agreement, but disregarding any amendment, supplement, replacement, novation or modification made in breach of such document, agreement or this Agreement;

(f) a reference to a Person includes that Person’s successors and permitted assigns;

(g) the terms “include” and “including” mean “include or including (as applicable) without limitation” and any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided;

(h) references to any statute, code or statutory provision are to be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted, and include references to all bylaws, instruments, orders and regulations for the time being made thereunder or deriving validity therefrom unless the context otherwise requires;

(i) in the event of a conflict, a mathematical formula or other precise description of a concept or a term shall prevail over words providing a more general description of a concept or a term;

(j) references to any amount of money shall mean a reference to the amount in United States Dollars;

(k) the expression “and/or” when used as a conjunction shall connote “any or all of”;

(l) words, phrases or expressions not otherwise defined herein that (i) have a generally accepted meaning in Prudent Operating Practice shall have such meaning in this Agreement or (ii) do not have well known and generally accepted meaning in Prudent Operating Practice but that have well known and generally accepted technical or trade meanings, shall have such recognized meanings; and

(m) each Party acknowledges that it was represented by counsel in connection with this Agreement and that it or its counsel reviewed this Agreement and that any rule of

construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

ARTICLE 2 TERM; CONDITIONS PRECEDENT

2.1 Contract Term.

(a) The term of this Agreement shall commence on the Effective Date and shall remain in full force and effect until the conclusion of the Delivery Term, subject to any early termination provisions set forth herein (“Contract Term”); *provided*, that subject to Buyer’s obligations in Section 3.6, Buyer’s obligations to pay for or accept any Product are subject to Seller’s completion of the conditions precedent pursuant to Section 2.2.

(b) Applicable provisions of this Agreement shall continue in effect after termination, including early termination, to the extent necessary to enforce or complete the duties, obligations or responsibilities of the Parties arising prior to termination. The confidentiality obligations of the Parties under Article 18 shall remain in full force and effect for two (2) years following the termination of this Agreement, and all indemnity and audit rights shall remain in full force and effect for one (1) year following the termination of this Agreement.

2.2 Conditions Precedent. The Delivery Term shall not commence until Seller completes to Buyer’s reasonable satisfaction each of the following conditions:

(a) Seller shall have delivered to Buyer (i) a completion certificate from a Licensed Professional Engineer substantially in the form of Exhibit H and (ii) a certificate from a Licensed Professional Engineer substantially in the form of Exhibit I-1 setting forth the Installed PV Capacity, the Installed Storage Capacity and the Installed Capacity on the Commercial Operation Date;

(b) A Participating Generator Agreement and a Meter Service Agreement between Seller and CAISO shall have been executed and delivered and be in full force and effect, and a copy of each such agreement delivered to Buyer;

(c) An Interconnection Agreement between Seller and the Transmission Provider shall have been executed and delivered and be in full force and effect and a copy of the Interconnection Agreement delivered to Buyer;

(d) All applicable regulatory authorizations, approvals and permits for the operation of the Facility have been obtained and all conditions thereof that are capable of being satisfied on the Commercial Operation Date have been satisfied and shall be in full force and effect;

(e) Seller has obtained CAISO Certification for the Facility;

(f) Seller has received CEC Precertification of the Facility (and reasonably expects to receive final CEC Certification and Verification for the Facility in no more than one hundred eighty (180) days from the Commercial Operation Date);

(g) Seller (with the reasonable participation of Buyer) shall have completed all applicable WREGIS registration requirements, including the completion and submittal of all applicable registration forms and supporting documentation, which may include applicable interconnection agreements, informational surveys related to the Facility, QRE service agreements, and other appropriate documentation required to effect Facility registration with WREGIS and to enable Renewable Energy Credit transfers related to the Facility within the WREGIS system;

(h) Seller has delivered the Performance Security to Buyer in accordance with Section 8.8;

(i) Seller has taken all actions and executed all documents and instruments, required to authorize Buyer (or its designated agent) to act as Scheduling Coordinator under this Agreement, and Buyer (or its designated agent) is authorized to act as Scheduling Coordinator; and

(j) Seller has paid Buyer for all amounts owing under this Agreement, if any, including Daily Delay Damages and Commercial Operation Delay Damages.

2.3 **Development; Construction; Progress Reports.**

(a) Within fifteen (15) days after the close of (i) each calendar quarter from the first calendar quarter following the Effective Date until the Construction Start Date, and (ii) each calendar month from the first calendar month following the Construction Start Date until the Commercial Operation Date, Seller shall provide to Buyer a Progress Report and agree to regularly scheduled meetings between representatives of Buyer and Seller to review such reports and discuss Seller's construction progress. The form of the Progress Report is set forth in Exhibit E. Seller shall also provide Buyer with any reasonably requested documentation (subject to confidentiality restrictions) directly related to the achievement of Milestones within ten (10) Business Days of receipt of such request by Seller. Seller is solely responsible for the design and construction of the Facility, including the location of the Site, the Facility layout, and the selection and procurement of the equipment comprising the Facility.

(b) Seller shall ensure that all materials, products and components used in constructing, installing and operating the Facility throughout the Term shall be in compliance with the Supply Chain Code, for example by implementing due diligence procedures for its and its Affiliate's suppliers, subcontractors and other participants in its supply chains. Seller shall notify Buyer promptly after it becomes aware of any breach, or imminent breach, of its obligations under this Section 2.3(b).

(c) Buyer shall have the right, at Buyer's sole expense, to retain an independent auditor to audit Seller's compliance with the requirements of Section 2.3(b).

2.4 **Remedial Action Plan.** If Seller misses a Milestone by more than thirty (30) days, except as the result of Force Majeure Event or Buyer Default, Seller shall submit to Buyer, within ten (10) Business Days of the end of such thirty (30)- day period following the Milestone completion date, a remedial action plan ("**Remedial Action Plan**"), which will describe in detail any delays (actual or anticipated) beyond the scheduled Milestone dates, including the cause of the

delay (e.g., governmental approvals, financing, property acquisition, design activities, equipment procurement, project construction, interconnection, or any other factor), Seller's detailed description of its proposed course of action to achieve the missed Milestones and all subsequent Milestones by the Guaranteed Commercial Operation Date; *provided*, delivery of any Remedial Action Plan shall not relieve Seller of its obligation to provide Remedial Action Plans with respect to any subsequent Milestones and to achieve the Guaranteed Commercial Operation Date in accordance with the terms of this Agreement. Subject to the provisions of Exhibit B, so long as Seller complies with its obligations under this Section 2.4, Seller shall not be considered in default of its obligations under this Agreement solely as a result of missing any Milestone.

2.5 **Guaranteed PV Capacity Adjustment.** At any time prior to Construction Start, Seller may, upon ten (10) Business Days' Notice to Buyer, increase the Guaranteed PV Capacity upward by up to one and a half (1.5) MW AC. Upon such Notice, each reference to the Guaranteed PV Capacity under this Agreement shall automatically be amended and deemed to be a reference to such adjusted amount, without the need for written amendment by the Parties, including references in the description of the Facility and the Operating Restrictions, provided that for purposes of calculating the amount of Development Security, Seller shall have thirty (30) days to provide such increased amounts after delivery of such Notice.

2.6 **Guaranteed Storage Capacity Adjustment.** At any time prior to Construction Start, Seller may, upon ten (10) Business Days' Notice to Buyer, increase the Guaranteed Storage Capacity upward by up to one and a half (1.5) MW AC. Upon the issuance of such Notice, each reference to Guaranteed Storage Capacity under this Agreement shall automatically be amended and deemed to be a reference to such adjusted amount, without the need for written amendment by the Parties, including references in the description of the Facility and the Operating Restrictions, provided that for purposes of calculating the amount of Development Security, Seller shall have thirty (30) days to provide such increased amounts after delivery of such Notice.

2.7 **Expected Energy Adjustment.** If Seller adjusts the Guaranteed PV Capacity pursuant to Section 2.5, then the Expected Energy shall be adjusted pro rata in proportion to such increase to the Guaranteed PV Capacity without the need for written amendment by the Parties.

ARTICLE 3 PURCHASE AND SALE

3.1 **Purchase and Sale of Product.** Subject to the terms and conditions of this Agreement, during the Delivery Term, Buyer shall purchase all the Product produced by or associated with the Facility at the Contract Price and in accordance with Exhibit C, and Seller shall supply and deliver to Buyer all the Product produced by or associated with the Facility. At its sole discretion, Buyer may during the Delivery Term re-sell or use for another purpose all or a portion of the Product, *provided* that no such re-sale or use shall relieve Buyer of any obligations hereunder. During the Delivery Term, Buyer shall have exclusive rights to offer, bid, or otherwise submit the Product, and/or any component thereof, from the Facility after the Delivery Point for resale in the market, and retain and receive any and all related revenues.

3.2 **Sale of Green Attributes.** During the Delivery Term, Seller shall sell and deliver to Buyer, and Buyer shall purchase from Seller, all Green Attributes attributable to the PV Energy

generated by the Facility. Upon request of Buyer, Seller shall use commercially reasonable efforts to (a) submit, and receive approval from the Center for Resource Solutions (or any successor that administers the Green-e Certification process), for the Green-e tracking attestations and (b) support Buyer's efforts to qualify the Green Attributes transferred by Seller as Green-e Certified.

3.3 **Imbalance Energy.** Buyer and Seller recognize that in any given Settlement Period the amount of PV Energy, Charging Energy, and/or Discharging Energy delivered from the Generating Facility and/or received or delivered by the Storage Facility may deviate from the amounts thereof scheduled with the CAISO. Following the Commercial Operation Date, to the extent there are such deviations, any costs, liabilities or revenues from such imbalances shall be solely for the account of Buyer, except as expressly set forth in this Agreement.

3.4 **Ownership of Renewable Energy Incentives.** Seller shall have all right, title and interest in and to all Renewable Energy Incentives. Buyer acknowledges that any Renewable Energy Incentives belong to Seller. If any Renewable Energy Incentives, or values representing the same, are initially credited or paid to Buyer, Buyer shall cause such Renewable Energy Incentives or values relating to same to be assigned or transferred to Seller without delay. Buyer shall reasonably cooperate with Seller, at Seller's sole expense, in Seller's efforts to meet the requirements for any certification, registration, or reporting program relating to Renewable Energy Incentives.

3.5 **Future Environmental Attributes.**

(a) The Parties acknowledge and agree that as of the Effective Date, environmental attributes sold under this Agreement are restricted to Green Attributes; however, Future Environmental Attributes may be created by a Governmental Authority through Laws enacted after the Effective Date. Subject to the final sentence of this Section 3.5(a) and to Section 3.5(b), in such event, Buyer shall bear all costs associated with the transfer, qualification, verification, registration and ongoing compliance for such Future Environmental Attributes, but there shall be no increase in the Contract Price. Upon Seller's receipt of Notice from Buyer of Buyer's intent to claim such Future Environmental Attributes, the Parties shall determine the necessary actions and additional costs associated with such Future Environmental Attributes. Seller shall have no obligation to alter the Facility or the operation of the Facility unless the Parties have agreed on all necessary terms and conditions relating to such alteration or change in operation and Buyer has agreed to reimburse Seller for all costs, losses, and liabilities associated with such alteration or change in operation.

(b) If Buyer elects to receive Future Environmental Attributes pursuant to Section 3.5(a), the Parties agree to negotiate in good faith with respect to the development of further agreements and documentation necessary to effectuate the transfer of such Future Environmental Attributes, including agreement with respect to (i) appropriate transfer, delivery and risk of loss mechanisms, and (ii) appropriate allocation of any additional costs to Buyer, as set forth above; *provided*, the Parties acknowledge and agree that such terms are not intended to alter the other material terms of this Agreement.

3.6 **Test Energy.** No less than fourteen (14) days prior to the first day on which Test Energy is expected to be available from the Facility, Seller shall notify Buyer of the availability of

the Test Energy. If and to the extent the Facility generates Test Energy, Seller shall sell and Buyer shall purchase from Seller all Test Energy and any associated Products of the Generating Facility on an as-available basis for up to ninety (90) days from the first delivery of Test Energy. As compensation for such Test Energy and associated Product, Buyer shall pay Seller an amount equal to seventy percent (70%) of the Renewable Rate (the “**Test Energy Rate**”). The conditions precedent in Section 2.2 are not applicable to the Parties’ obligations under this Section 3.6.

3.7 **Capacity Attributes.** Seller shall request Full Capacity Deliverability Status for the Guaranteed Storage Capacity in the CAISO generator interconnection process. As between Buyer and Seller, Seller shall be responsible for the cost and installation of any Network Upgrades associated with obtaining such Full Capacity Deliverability Status.

(a) Throughout the Delivery Term and subject to Section 3.12, Seller grants, pledges, assigns and otherwise commits to Buyer all the Capacity Attributes from the Facility.

(b) Throughout the Delivery Term and subject to Section 3.12, Seller shall use commercially reasonable efforts to maintain eligibility for Full Capacity Deliverability Status for the Storage Facility from the CAISO and shall perform all actions necessary to ensure that the Storage Facility qualifies to provide Resource Adequacy Benefits, including Flexible Capacity, to Buyer. Throughout the Delivery Term, and subject to Section 3.12, Seller hereby covenants and agrees to transfer all Resource Adequacy Benefits from the Facility to Buyer.

(c) For the duration of the Delivery Term, and subject to Section 3.12, Seller shall take all commercially reasonable actions, including complying with all applicable registration and reporting requirements, and execute all documents or instruments necessary to enable Buyer to use all of the Capacity Attributes committed by Seller to Buyer pursuant to this Agreement.

(d) If at any time during the Delivery Term, the Generating Facility qualifies to provide Capacity Attributes or Resource Adequacy Benefits separate from the Storage Facility, Seller shall use commercially reasonable efforts to obtain and deliver such Capacity Attributes or Resource Adequacy Benefits for Buyer’s benefit, provided that Seller shall not be required to incur costs or assume liabilities in doing so beyond de minimis amounts unless Buyer agrees to reimburse Seller for doing so.

(e) If Seller anticipates that it will have any RA Deficiency Amounts in a Showing Month, Seller may provide Replacement RA in the amount of (X) the Qualifying Capacity of the Facility with respect to such Showing Month, minus (Y) the expected Net Qualifying Capacity of the Facility with respect to such Showing Month, provided that (a) the amount of Replacement RA in any Contract Year shall not to exceed twenty-five percent (25%) of the annual total amount of Resource Adequacy Benefits expected to be provided by the Facility, and (b) any intended Replacement RA is communicated by Seller to Buyer in a Notice substantially in the form of Exhibit M at seventy five (75) days before the applicable Showing Month for the purpose of including in Buyer’s RA Compliance Showing for such Showing Month.

3.8 **Resource Adequacy Failure.**

(a) **RA Deficiency Determination.** For each RA Shortfall Month Seller shall pay to Buyer the RA Deficiency Amount as liquidated damages and/or provide Replacement RA,

as set forth in Section 3.8(b), as the sole remedy for the Capacity Attributes that Seller failed to convey to Buyer; provided such failure is not the result of an act or omission of Buyer.

(b) **RA Deficiency Amount Calculation.** For each RA Shortfall Month, Seller shall pay to Buyer an amount (the “**RA Deficiency Amount**”) equal to the product of the difference, expressed in kW, of (i) the Qualifying Capacity of the Storage Facility (or, if Seller has not obtained certification from the CAISO of the Storage Facility’s Qualifying Capacity, the amount of Qualifying Capacity the Storage Facility would reasonably be estimated to qualify for, based on the CPUC-adopted qualifying capacity methodologies then in effect), minus (ii) the Net Qualifying Capacity of the Storage Facility plus any Replacement RA that was included in the Showing Month for Buyer (or, if Seller does not have a Net Qualifying Capacity and did not provide any Replacement RA that was shown in a Showing Month for Buyer (other than due to Buyer’s action or inaction), the Net Qualifying Capacity shall be deemed to be zero (0) MW), multiplied by the price for CPM Capacity as listed in Section 43A.7.1 of the CAISO Tariff (or its successor) (“**CPM Price**”).

3.9 **CEC Certification and Verification.** Subject to Section 3.12 and in accordance with the timing set forth in this Section 3.9, Seller shall take all necessary steps including, but not limited to, making or supporting timely filings with the CEC to obtain and maintain CEC Certification and Verification for the Facility throughout the Delivery Term, including compliance with all applicable requirements for certified facilities set forth in the current version of the *RPS Eligibility Guidebook* (or its successor). Seller shall obtain CEC Precertification by the Commercial Operation Date. Within thirty (30) days after the Commercial Operation Date, Seller shall apply with the CEC for final CEC Certification and Verification. Within one hundred eighty (180) days after the Commercial Operation Date, Seller shall obtain and maintain throughout the remainder of the Delivery Term the final CEC Certification and Verification. Seller must promptly notify Buyer and the CEC of any changes to the information included in Seller’s application for CEC Certification and Verification for the Facility.

3.10 **Eligibility.** Subject to Section 3.12, Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Generating Facility qualifies and is certified by the CEC (or, with respect to periods before the date that is one hundred eighty (180) days following the Commercial Operation Date, that the CEC has pre-certified) as an Eligible Renewable Energy Resource as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Generating Facility’s output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in Law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in Law. The term “commercially reasonable efforts” as used in this Section 3.10 means efforts consistent with and subject to Section 3.12.

3.11 **California Renewables Portfolio Standard.** Subject to Section 3.12, Seller shall also take all other actions necessary to ensure that the PV Energy produced from the Generating Facility is tracked for purposes of satisfying the California Renewables Portfolio Standard requirements, as may be amended or supplemented by the CPUC or CEC from time to time.

3.12 **Compliance Expenditure Cap.** If a change in Law occurring after the Effective Date has increased Seller's cost to comply with Seller's obligations under this Agreement that are made subject to this Section 3.12, including with respect to obtaining, maintaining, conveying, providing or effectuating Buyer's use of Green Attributes and Capacity Attributes (as applicable), then the Parties agree that the maximum aggregate amount of costs and expenses Seller shall be required to bear (x) during the Delivery Term to comply with all of such obligations shall be capped at Twenty-Five Thousand Dollars (\$25,000) per MW of Guaranteed Capacity

(**Compliance Expenditure Cap**).

(a) Any actions required for Seller to comply with its obligations set forth in the first paragraph above, the cost of which will be included in the Compliance Expenditure Cap, shall be referred to collectively as the "**Compliance Actions.**"

(b) If Seller reasonably anticipates the need to incur out-of-pocket expenses in excess of the Compliance Expenditure Cap in order to take any Compliance Action, Seller shall provide Notice to Buyer of such anticipated out-of-pocket expenses.

(c) Buyer will have sixty (60) days to evaluate such Notice (during which time period Seller is not obligated to take any Compliance Actions described in the Notice) and shall, within such time, either (1) agree to reimburse Seller for all or some portion of the costs that exceed the Compliance Expenditure Cap (such Buyer-agreed upon costs, the "**Accepted Compliance Costs**"), or (2) waive Seller's obligation to take such Compliance Actions, or any part thereof for which Buyer has not agreed to reimburse Seller. If Buyer does not respond to a Notice given by Seller under this Section 3.12 within sixty (60) days after Buyer's receipt of same, Buyer shall be deemed to have waived its rights to require Seller to take the Compliance Actions that are the subject of the Notice, and Seller shall have no further obligation to take, and no liability for any failure to take, such Compliance Actions until such time as Buyer agrees to pay such Accepted Compliance Costs.

(d) If Buyer agrees to reimburse Seller for the Accepted Compliance Costs, then Seller shall take such Compliance Actions covered by the Accepted Compliance Costs as agreed upon by the Parties and Buyer shall reimburse Seller for Seller's actual costs to effect the Compliance Actions, not to exceed the Accepted Compliance Costs, within sixty (60) days from the time that Buyer receives an invoice and documentation of such costs from Seller.

3.13 **Project Configuration.** In order to optimize the benefits of the Facility, Buyer and Seller each agree that if requested by the other Party, then Buyer and Seller shall discuss in good faith reconfiguration of the Facility or Interconnection Facilities, including the use of grid energy to provide Charging Energy to commence during the sixth (6th) Contract Year; *provided*, neither Party shall be obligated to agree to any changes under this Agreement, or to incur any expense in connection with such changes, except under terms mutually acceptable to both Parties as set forth in a written agreement.

ARTICLE 4 OBLIGATIONS AND DELIVERIES

4.1 Delivery.

(a) Energy. Subject to the provisions of this Agreement, commencing on the Commercial Operation Date through the end of the Contract Term, Seller shall supply and deliver the Product to Buyer at the Delivery Point (except for PV Energy used as Charging Energy), and Buyer shall take delivery of the Product at the Delivery Point (except for PV Energy used as Charging Energy) in accordance with the terms of this Agreement. Except as otherwise provided herein, Seller shall be responsible for paying or satisfying when due any costs or charges imposed in connection with the delivery of Facility Energy to the Delivery Point, including any operation and maintenance charges imposed by the Transmission Provider directly relating to the Facility's operations. Buyer shall be responsible for all costs, charges and penalties, if any, imposed in connection with the delivery of Facility Energy at and after the Delivery Point, including without limitation transmission costs and transmission line losses and imbalance charges. The PV Energy, Charging Energy and Discharging Energy will be scheduled with the CAISO by Buyer (or Buyer's designated Scheduling Coordinator) in accordance with Exhibit D.

(b) Green Attributes. All Green Attributes associated with Test Energy and the PV Energy during the Delivery Term are exclusively dedicated to and vested in Buyer. Seller represents and warrants that Seller holds the rights to all Green Attributes from the Facility, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the Product from the Facility.

(c) Energy Products. If, at any time during the Contract Term, Buyer requests Seller to provide any new or different Energy-related products or Ancillary Services that may become recognized from time to time in the CAISO market and that are not expressly listed in Exhibit Q (including, for example, reactive power), and Seller is able to provide any such product from the Facility without material adverse effect (including for avoidance of doubt any obligation to incur more than *de minimis* costs or liabilities) on Seller or the Facility or Seller's obligations or liabilities under this Agreement, then Seller shall use commercially reasonable efforts to coordinate with Buyer to provide such product. If provision of any such new product would have a material adverse effect (including any obligation to incur more than *de minimis* costs or liabilities) on Seller or the Facility or Seller's obligations or liabilities under this Agreement, then Seller shall be obligated to provide such product only if the Parties first execute an amendment to this Agreement with respect to such product that is mutually acceptable to both Parties.

4.2 Title and Risk of Loss.

(a) Energy. Title to and risk of loss related to the Facility Energy, shall pass and transfer from Seller to Buyer at the Delivery Point. Seller warrants that all Product delivered to Buyer is free and clear of all liens, security interests, claims and encumbrances of any kind.

(b) Green Attributes. Title to and risk of loss related to the Green Attributes shall pass and transfer from Seller to Buyer upon the transfer of such Green Attributes in accordance with WREGIS.

4.3 **Forecasting.** Seller shall provide the forecasts described below. Seller shall use commercially reasonable efforts to forecast accurately and to transmit such information in a format reasonably acceptable to Buyer (or Buyer's designee).

(a) **Annual Forecast of Energy.** No less than forty-five (45) days before (i) the first day of the first Contract Year of the Delivery Term and (ii) the beginning of each calendar year for every subsequent Contract Year during the Delivery Term, Seller shall provide to Buyer and the SC (if applicable) a non-binding forecast of each month's average-day expected PV Energy, by hour, for the following calendar year in a form substantially similar to the table found in Exhibit F-1, or as reasonably requested by Buyer.

(b) **Monthly Forecast of PV Energy and Available Capacity.** No less than thirty (30) days before the beginning of Commercial Operation, and thereafter ten (10) Business Days before the beginning of each month during the Delivery Term, Seller shall provide to Buyer and the SC (if applicable) a non-binding forecast of the hourly expected (i) available capacity of the Generating Facility, (ii) PV Energy, (iii) Available Effective Storage Capacity, and (iv) Available Storage Capability (items (i)-(iv) collectively referred to as the "**Forecasted Product**"), for each day of the following month in a form substantially similar to Exhibits F-1, F-2, F-3 and F-4, as applicable ("**Monthly Forecast**").

(c) **Day-Ahead Forecast.** By 5:30 AM Pacific Prevailing Time on the Business Day immediately preceding the date of delivery, or as otherwise specified by Buyer consistent with Prudent Operating Practice, Seller shall provide Buyer with a non-binding forecast of the hourly expected Forecasted Product, in each case, for each hour of the immediately succeeding day ("**Day-Ahead Forecast**"). A Day-Ahead Forecast provided in a day prior to any non-Business Day(s) shall include non-binding forecasts for the immediate day, each succeeding non-Business Day, and the next Business Day. Each Day-Ahead Forecast shall clearly identify, for each hour, Seller's best estimate of the hourly expected Forecasted Product. Such Day-Ahead Forecasts shall be sent to Buyer's on-duty Scheduling Coordinator. If Seller fails to provide Buyer with a Day-Ahead Forecast as required herein for any period, then for such unscheduled delivery period only, Buyer shall rely on any Real-Time Forecast or the Monthly Forecast or Buyer's best estimate based on information reasonably available to Buyer.

(d) **Real-Time Forecasts.** During the Delivery Term, Seller shall notify Buyer of any changes from the Day-Ahead Forecast of one (1) MW / one (1) MWh or more in the hourly expected Forecasted Product ("**Real-Time Forecast**"), in each case, whether due to a Forced Facility Outage, Force Majeure Event or other cause, as soon as reasonably possible, but no later than one (1) hour prior to the deadline for submitting schedules to the CAISO in accordance with the rules for participation in the Real-Time Market. If the Forecasted Product changes by at least one (1) MW as of a time that is less than one (1) hour prior to the Real-Time Market deadline, but before such deadline, then Seller must notify Buyer as soon as reasonably possible. Such Real-Time Forecasts of PV Energy shall be provided by an Approved Forecast Vendor and shall contain information regarding the beginning date and time of the event resulting in the change in any Forecasted Product, as applicable, the expected end date and time of such event, and any other information required by the CAISO or reasonably requested by Buyer. With respect to any Forced Facility Outage, Seller shall use commercially reasonable efforts to notify Buyer of such outage within ten (10) minutes of the commencement of the Forced Facility Outage. Seller shall inform

Buyer of any developments that are reasonably likely to affect either the duration of such outage or the availability of the Facility during or after the end of such outage. Such Real-Time Forecasts shall be communicated in a method acceptable to Buyer; *provided* that Buyer specifies the method no later than sixty (60) days prior to the effective date of such requirement. In the event Buyer fails to provide Notice of an acceptable method for communications under this Section 4.3(d), then Seller shall send such communications by telephone and e-mail to Buyer.

(e) Forced Facility Outages. Notwithstanding anything to the contrary herein, Seller shall promptly notify Buyer's on-duty Scheduling Coordinator of Forced Facility Outages and Seller shall keep Buyer informed of any developments that will affect either the duration of the outage or the availability of the Facility during or after the end of the outage.

(f) Forecasting Penalties. In the event Seller does not in a given hour provide the forecast required in Section 4.3(d) and Buyer incurs a loss or penalty resulting from its scheduling activities with respect to Facility Energy during such hour, Seller shall be responsible for a "**Forecasting Penalty**" for each such hour equal to the product of (A) the absolute difference (if any) between (i) the expected PV Energy for such hour (which assumes no Charging Energy or Discharging Energy in such hour) set forth in the Monthly Forecast, and (ii) the actual PV Energy (absent any Charging Energy and Discharging Energy), multiplied by (B) the absolute value of the Real-Time Price in such hour. Settlement of Forecasting Penalties shall occur as set forth in Article 8 of this Agreement.

(g) CAISO Tariff Requirements. Seller shall comply with all applicable obligations for Variable Energy Resources under the CAISO Tariff and the Eligible Intermittent Resource Protocol, including providing appropriate operational data and meteorological data, and will fully cooperate with Buyer, Buyer's SC, and CAISO, in providing all data, information, and authorizations required thereunder.

4.4 Dispatch Down/Curtailment.

(a) General. Seller agrees to reduce the amount of PV Energy and/or Discharging Energy produced by the Facility, by the amount and for the period set forth in any Curtailment Order, Buyer Curtailment Order, or notice received from CAISO in respect of a Buyer Bid Curtailment; provided, Seller is not required to reduce such amount to the extent it is inconsistent with the limitations of the Facility set out in the Operating Restrictions.

(b) Buyer Curtailment. Buyer shall have the right to order Seller to curtail deliveries of PV Energy through Buyer Curtailment Orders, *provided* that Buyer shall pay Seller for all Deemed Delivered Energy associated with a Buyer Curtailment Period at the Renewable Rate.

(c) Failure to Comply. If Seller fails to comply with a Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order, then, for each MWh of PV Energy that is delivered by the Generating Facility to the Delivery Point that is in excess of the Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order, Seller shall pay Buyer for each such MWh at an amount equal to the sum of (A) + (B) + (C), where: (A) is the amount, if any, paid to Seller by Buyer for delivery of such excess MWh, (B) is the sum, for all Settlement Intervals with a Negative

LMP during the Buyer Curtailment Period or Curtailment Period, of the absolute value of the product of such excess MWh in each Settlement Interval and the Negative LMP for such Settlement Interval, and (C) is any penalties assessed by the CAISO or other charges assessed by the CAISO resulting from Seller's failure to comply with the Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order.

(d) Seller Equipment Required for Operating Instruction Communications. Seller shall acquire, install, and maintain such facilities, communications links and other equipment, and implement such protocols and practices, as necessary to respond to and follow operating instructions from the CAISO and Buyer's SC, including an electronic signal conveying real time and intra-day instructions, to operate the Facility as directed by Buyer from time to time in accordance with this Agreement and/or a Governmental Authority, including to implement a Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order in accordance with the methodologies applicable to the Facility and used to transmit such instructions. If at any time during the Delivery Term, Seller's facilities, communications links or other equipment, protocols or practices are not in compliance with methodologies applicable to the Facility and directed by Buyer, Seller shall take the steps necessary to become compliant as soon as commercially reasonably possible. Seller shall be liable pursuant to Section 4.4(c) for failure to comply with a Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order, during the time that Seller's facilities, communications links or other equipment, protocols or practices are not in compliance with applicable methodologies. A Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order communication via such systems and facilities shall have the same force and effect on Seller as any other form of communication.

4.5 Energy Management.

(a) Charging Generally. Upon receipt of a valid Charging Notice, Seller shall take any and all action necessary to deliver the Charging Energy to the Storage Facility in order to deliver the Storage Product in accordance with the terms of this Agreement, including maintenance, repair or replacement of equipment in Seller's possession or control used to deliver the Charging Energy from the Generating Facility to the Storage Facility. Except as otherwise expressly set forth in this Agreement, including Section 4.5(c), Section 4.5(i), and Section 4.9(d)(i), Buyer shall be responsible for paying all CAISO costs and charges associated with Charging Energy. The Parties acknowledge and agree that, subject to Section 3.13, Charging Energy will exclusively be PV Energy delivered directly from the Generating Facility to the Storage Facility; however, for purposes of CAISO financial settlements, the Parties understand that the CAISO will treat Charging Energy as being procured by Buyer from the CAISO Grid as if such Charging Energy were grid energy, and that as a result, the CAISO will have separate financial settlements (i) for deliveries of PV Energy to the Generating Facility Meter and (ii) for deliveries of Charging Energy to the Storage Facility Meter. If CAISO rules or protocols become inconsistent with such understanding, the Parties shall reasonably coordinate to amend or modify this Agreement to carry out the intent hereof, such agreement not to be unreasonably delayed, conditioned or withheld.

(b) Charging Notices. During the Delivery Term, Buyer will have the right to direct Seller to charge the Storage Facility seven (7) days per week and twenty-four (24) hours per day (including holidays), by causing Charging Notices to be issued subject to the requirements and

limitations set forth in this Agreement, including the Operating Restrictions. Each Charging Notice issued in accordance with this Agreement will be effective unless and until Buyer's SC or the CAISO modifies such Charging Notice by providing Seller with an updated Charging Notice.

(c) No Unauthorized Charging. Seller shall not charge the Storage Facility during the Delivery Term other than pursuant to a valid Charging Notice (it being understood that Seller may adjust a Charging Notice to the extent necessary to maintain compliance with the Operating Restrictions), or in connection with a Seller Initiated Test (including Facility maintenance or a Storage Capacity Test), or pursuant to a notice from CAISO, the Transmission Provider, or any other Governmental Authority. If, during the Delivery Term, Seller charges the Storage Facility (i) to a Stored Energy Level greater than the Stored Energy Level provided for in a Charging Notice, or (ii) in violation of the first sentence of this Section 4.5(c), then (x) Seller shall pay Buyer the Renewable Rate for all Energy associated with such charging of the Storage Facility, and (y) Buyer shall be entitled to discharge such Energy and entitled to all of the CAISO revenues and benefits (including Storage Product) associated with such discharge. Notwithstanding the foregoing, during any Curtailment Period, Buyer shall use commercially reasonable efforts to cause all curtailed PV Energy to be used as Charging Energy.

(d) No Unauthorized Discharging. Seller shall not discharge the Storage Facility during the Delivery Term other than pursuant to a valid Discharging Notice (it being understood that Seller may adjust a Discharging Notice to the extent necessary to maintain compliance with the Operating Restrictions), or in connection with a Seller Initiated Test (including Facility maintenance or a Storage Capacity Test), or pursuant to a notice from CAISO, the Transmission Provider, or any other Governmental Authority. Buyer will have the right to direct Seller to discharge the Storage Facility seven (7) days per week and twenty-four (24) hours per day (including holidays), by causing Buyer's SC or the CAISO to provide Discharging Notices to Seller, subject to the requirements and limitations set forth in this Agreement, including the Operating Restrictions. Each Discharging Notice issued in accordance with this Agreement will be effective unless and until Buyer's SC or the CAISO modifies such Discharging Notice by providing Seller with an updated Discharging Notice.

(e) Curtailments. Notwithstanding anything in this Agreement to the contrary, during any Settlement Interval, Curtailment Orders, Buyer Curtailment Orders, and Buyer Bid Curtailments applicable to such Settlement Interval shall have priority over any Charging Notices and Discharging Notices applicable to such Settlement Interval, and Seller shall have no liability for violation of this Section 4.5 or any Charging Notice or Discharging Notice if and to the extent such violation is caused by Seller's compliance with any Curtailment Order, Buyer Curtailment Order, Buyer Bid Curtailment or other instruction or direction from Buyer or its SC or a Governmental Authority or the Transmission Provider. Buyer shall have the right, but not the obligation, to provide Seller with updated Charging Notices and Discharging Notices during any Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order consistent with the Operating Restrictions.

(f) Unauthorized Charges and Discharges. If Seller or any third party charges, discharges or otherwise uses the Storage Facility other than as permitted hereunder, or as is expressly addressed in Section 4.5(g), it shall be a breach by Seller and Seller shall hold Buyer harmless from, and indemnify Buyer against, all actual costs or losses associated therewith, and

be responsible to Buyer for any damages arising therefrom and, if Seller fails to implement procedures reasonably acceptable to Buyer to prevent any further occurrences of the same, then such shall be a failure to perform a material covenant under Section 11.1(a)(iii).

(g) CAISO Dispatches. During the Delivery Term, CAISO Dispatches shall have priority over any Charging Notice or Discharging Notice issued by Buyer's SC, and Seller shall have no liability for violation of this Section 4.5 or any Charging Notice or Discharging Notice if and to the extent such violation is caused by Seller's compliance with any CAISO Dispatch. During any time interval during the Delivery Term in which the Storage Facility is capable of responding to a CAISO Dispatch, but the Storage Facility deviates from a CAISO Dispatch, Seller shall be responsible for all CAISO charges and penalties resulting from such deviation (in addition to any Buyer remedy related to overcharging of the Storage Facility in Section 4.5(c)). To the extent the Storage Facility is unable to respond to ADS signals during any Calculation Interval, then as an exclusive remedy, such Calculation Interval shall be deemed an Unavailable Calculation Interval for purposes of calculating the YTD Annual Storage Capacity Availability.

(h) Pre-Commercial Operation Date Period, etc. Prior to CAISO Commercial Operation, (i) Buyer shall have no rights to issue or cause to be issued Charging Notices or Discharging Notices, (ii) Seller shall have exclusive rights to test, charge and discharge the Storage Facility, (iii) Buyer and Buyer's SC shall reasonably coordinate and cooperate with Seller with respect to Facility testing (including for Test Energy), and (iv) Seller shall be entitled to all CAISO revenues and other amounts paid by CAISO in respect of the Storage Facility testing. Upon CAISO Commercial Operation, Buyer shall have exclusive rights to issue or cause to be issued Charging Notices or Discharging Notices and Buyer shall be entitled to all CAISO revenues and other amounts paid by CAISO in respect of the Storage Facility. For the period from CAISO Commercial Operation until the Commercial Operation Date, Buyer shall pay to Seller fifty percent (50%) of the Storage Rate multiplied by the Effective Storage Capacity, pro-rated on a daily basis.

(i) Station Use. Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge (i) Seller is responsible for providing all Energy to serve Station Use (including paying the cost of any Energy from the grid to serve Station Use), (ii) the supply of such Station Use shall not be deemed a violation of this Agreement, including Sections 4.5(c), (d), and (f), and (iii) Station Use may not be supplied from PV Energy, Charging Energy or Discharging Energy.

(j) Maintenance of SCADA Systems; Back-up Procedures. During the Delivery Term, Seller shall maintain SCADA Systems, communications links and other equipment consistent with Section 4.4, including as may be necessary to receive automated Charging Notices and Discharging Notices consistent with CAISO protocols and practice ("**Automated Dispatches**"). In the event of the failure or inability of the Storage Facility to receive Automated Dispatches, Seller shall use all commercially reasonable efforts to repair or replace the applicable components as soon as reasonably possible, and if there is any material delay in such repair or replacement, Seller shall provide Buyer with a written plan of all actions Seller plans to take to repair or replace such components for Buyer's review and comment. During any period during which the Storage Facility is not capable of receiving or implementing Automated Dispatches, Seller shall implement back-up procedures consistent with the CAISO Tariff and CAISO protocols

to enable Seller to receive and implement non-automated Charging Notices or Discharging Notices (“**Alternative Dispatches**”).

4.6 **Reduction in Energy Delivery Obligation.** Without limiting Section 3.1 or Exhibit G:

(a) **Facility Maintenance.**

(i) Unless otherwise agreed to in writing by Buyer in its sole discretion, Seller shall provide to Buyer written schedules for Planned Outages for each Contract Year no later than thirty (30) days prior to the first day of the applicable Contract Year. Buyer may provide comments no later than ten (10) days after receiving any such schedule, and Seller shall in good faith take into account any such comments. Seller shall deliver to Buyer the final updated schedule of Planned Outages no later than ten (10) days after receiving Buyer’s comments. Seller shall be permitted to reduce deliveries of Product during any period of such Planned Outages.

(ii) If reasonably required in accordance with Prudent Operating Practices, Seller may perform maintenance at a different time than maintenance scheduled pursuant to Section 4.6(a)(i); *provided* Seller shall limit maintenance repairs performed pursuant to this Section 4.6(a) to periods when Buyer does not reasonably believe the Facility will be dispatched. Seller shall provide Notice to Buyer within the time period determined by the CAISO for the Facility, as a Resource Adequacy Resource that is subject to the Availability Standards, to qualify for an “Approved Maintenance Outage” under the CAISO Tariff. Buyer shall cooperate with Seller to make changes to each such schedule and shall permit any changes if doing so would not have a material adverse impact on Buyer and Seller agrees to reimburse Buyer for any costs or charges associated with such changes. Notwithstanding anything in this Agreement to the contrary, Seller shall not be required to provide Notice to Buyer of maintenance of the Generating Facility occurring during nighttime hours not otherwise impacting the Storage Facility.

(iii) Notwithstanding anything in this Agreement to the contrary, no Planned Outages of the Facility shall be scheduled or planned from each June 1 through October 31 during the Delivery Term, unless approved by Buyer in writing in its sole discretion. In the event that Seller has a previously Planned Outage that becomes coincident with a System Emergency, Seller shall make all reasonable efforts to reschedule such Planned Outage.

(b) **Forced Facility Outage.** Seller shall be permitted to reduce deliveries of Product during any Forced Facility Outage. Seller shall provide Buyer with Notice and expected duration (if known) of any Forced Facility Outage.

(c) **System Emergencies and other Interconnection Events.** Seller shall be permitted to reduce deliveries of Product during any period of System Emergency, Transmission System Outage, Buyer Curtailment Period or upon notice of a Curtailment Order pursuant to the terms of this Agreement, the Interconnection Agreement or applicable tariff.

(d) **Force Majeure Event.** Subject to Article 10, Seller shall be permitted to reduce deliveries of Product during any Force Majeure Event to the extent such Force Majeure Event prevents Seller from delivering Product.

(e) Health and Safety. Seller shall be permitted to reduce deliveries of Product as necessary to maintain health and safety pursuant to Section 6.2.

Notwithstanding anything in this Section 4.6 to the contrary, any such reductions in Product deliveries shall not excuse (i) the Storage Facility's unavailability for purposes of calculating the Annual Storage Capacity Availability, or (ii) in the case of Sections 4.6(a), (b) and (e), Seller's obligation to deliver Capacity Attributes.

4.7 **Guaranteed Energy Production**. During each Performance Measurement Period, Seller shall deliver to Buyer an amount of PV Energy, not including any Excess MWh, equal to no less than the Guaranteed Energy Production (as defined below). "**Guaranteed Energy Production**" means an amount of PV Energy, as measured in MWh, equal to one hundred sixty percent (160%) of the average annual Expected Energy for the two (2) Contract Years constituting such Performance Measurement Period. Seller shall be excused from achieving the Guaranteed Energy Production during any Performance Measurement Period only to the extent of any Buyer Default or other Buyer failure to perform that directly prevents Seller from being able to deliver PV Energy to the Delivery Point. For purposes of determining whether Seller has achieved the Guaranteed Energy Production, Seller shall be deemed to have delivered to Buyer the sum of (a) any Deemed Delivered Energy, plus (b) PV Energy in the amount it could reasonably have delivered to Buyer but was prevented from delivering to Buyer by reason of any Force Majeure Events, System Emergency, Transmission System Outage, or Curtailment Periods ("**Lost Output**"). If Seller fails to achieve the Guaranteed Energy Production amount in any Performance Measurement Period, Seller shall pay Buyer damages calculated in accordance with Exhibit G ("**Energy Replacement Damages**"); *provided* that Seller may, as an alternative, provide Replacement Product (as defined in Exhibit G) delivered to Buyer at SP 15 EZ Gen Hub under a Day-Ahead Schedule as an IST within ninety (90) days after the conclusion of the applicable Performance Measurement Period (i) upon a schedule reasonably acceptable to Buyer, (ii) provided that such deliveries do not impose additional costs upon Buyer for which Seller refuses to provide reimbursement, and (iii) not to exceed the lower of (x) twenty percent (20%) of the Expected Energy for the previous Contract Year or (y) ten percent (10%) of the sum of the annual average Expected Energy for the previous two Contract Years.

4.8 **Storage Facility Availability; Guaranteed Efficiency Rate; Ancillary Services**.

(a) During the Delivery Term, the Storage Facility shall maintain an Annual Storage Capacity Availability during each Contract Year of no less than [REDACTED] percent ([REDACTED]%) (the "**Guaranteed Storage Availability**"), which Annual Storage Capacity Availability shall be calculated in accordance with Exhibit P.

(b) During the Delivery Term, the Storage Facility shall maintain an Efficiency Rate of no less than the Guaranteed Efficiency Rate. Buyer's sole remedy for an Efficiency Rate that is less than the Guaranteed Efficiency Rate shall be an adjustment to the Monthly Capacity Payment pursuant to Section (d) of Exhibit C.

(c) Buyer's exclusive remedies for Seller's failure to achieve the Guaranteed Storage Availability are (i) the adjustment of Seller's payment for the Product by application of the Capacity Availability Factor (as set forth in Exhibit C), and (ii) in the case of a Seller Event of Default as set forth in Section 11.1(b)(iv), the applicable remedies set forth in Article 11.

(d) Seller shall operate and maintain the Storage Facility throughout the Delivery Term so as to be able to provide the Ancillary Services in accordance with the specifications set forth in the Storage Facility's initial CAISO Certification associated with the Installed Storage Capacity. For each Calculation Interval during the Delivery Term for which the Storage Facility is capable of responding to Automated Dispatches or Alternative Dispatches, but the Storage Facility fails to respond at all to an Ancillary Services Dispatch, then as the exclusive remedy the Storage Capability for such Calculation Interval shall be deemed reduced for purposes of calculating the YTD Annual Storage Capacity Availability to the extent of such inability or failure multiplied by fifty percent (50%).

4.9 **Storage Facility Testing.**

(a) **Storage Capacity Tests.** Prior to the Commercial Operation Date, Seller shall schedule and complete a Commercial Operation Storage Capacity Test in accordance with Exhibit O. Thereafter, Seller and Buyer shall have the right to run additional Storage Capacity Tests in accordance with Exhibit O.

(i) Buyer shall have the right to send one or more representative(s) to witness all Storage Capacity Tests.

(ii) Following each Storage Capacity Test, Seller shall submit a testing report in accordance with Exhibit O. If the actual capacity or efficiency rate determined pursuant to a Storage Capacity Test varies from the then-current Effective Storage Capacity or Efficiency Rate, as applicable, then the actual capacity or efficiency rate determined pursuant to such Storage Capacity Test shall become the new Effective Storage Capacity and/or Efficiency Rate, at the beginning of the day following the completion of the test for all purposes under this Agreement.

(b) **Additional Testing.** Seller shall, at times and for durations reasonably agreed to by Buyer, conduct necessary testing to ensure the Storage Facility is functioning properly and the Storage Facility is able to respond to Buyer or CAISO Dispatches.

(c) **Buyer or Seller Initiated Tests.** Any testing of the Storage Facility requested by Buyer after the Commercial Operation Storage Capacity Tests and all required annual tests pursuant to Section B of Exhibit O shall be deemed Buyer-instructed dispatches of the Facility ("**Buyer Dispatched Test**"). Any test of the Storage Facility that is not a Buyer Dispatched Test (including all tests conducted prior to Commercial Operation, any Commercial Operation Storage Capacity Tests, any Storage Capacity Test conducted if the Effective Storage Capacity immediately prior to such Storage Capacity Test is below seventy percent (70%) of the Installed Storage Capacity, any test required by CAISO (including any test required to obtain or maintain CAISO Certification), and other Seller-requested discretionary tests or dispatches, at times and for durations reasonably agreed to by Buyer, that Seller deems necessary for purposes of reliably operating or maintaining the Storage Facility or for re-performing a required test within a reasonable number of days of the initial required test (considering the circumstances that led to the need for a retest)) shall be deemed a "**Seller Initiated Test**".

(i) For any Seller Initiated Test, other than Storage Capacity Tests required by Exhibit O for which there is a stated notice requirement, Seller shall notify Buyer no

later than twenty-four (24) hours prior thereto (or any shorter period reasonably acceptable to Buyer consistent with Prudent Operating Practices).

(ii) No Charging Notices or Discharging Notices shall be issued during any Seller Initiated Test or Buyer Dispatched Test except as reasonably requested by Seller or Buyer to implement the applicable test. Periods during which Buyer Dispatched Tests render the Storage Facility (or any portion thereof, as applicable) unavailable shall be excluded for purposes of calculating the Annual Storage Capacity Availability. The Storage Facility will be deemed unavailable during any Seller Initiated Test, and Buyer shall not dispatch or otherwise schedule the Storage Facility during such Seller Initiated Test.

(d) Testing Costs and Revenues.

(i) For all Buyer Dispatched Tests, Buyer shall direct only Charging Energy to be used to charge the Storage Facility and Buyer shall be entitled to all CAISO revenues associated with a Storage Facility dispatch during a Buyer Dispatched Test. For all Seller Initiated Tests, (1) Seller shall reimburse Buyer at the Renewable Rate for all Charging Energy for such Seller Initiated Test, and (2) Seller shall be entitled to all CAISO revenues associated with the discharge of such Energy, but all Green Attributes associated therewith shall be for Buyer's account at no additional cost to Buyer. Buyer shall pay to Seller, in the month following Buyer's receipt of such CAISO revenues and otherwise in accordance with Exhibit C, all applicable CAISO revenues received by Buyer and associated with the discharge Energy associated with such Seller Initiated Test.

(ii) Buyer shall be responsible for all costs, expenses and fees payable or reimbursable to its representative(s) witnessing any Facility test.

(iii) Except as set forth in Sections 4.9(d)(i) and (ii), all other costs of any testing of the Storage Facility shall be borne by Seller.

4.10 WREGIS. Seller shall, at its sole expense, but subject to Section 3.12, take all actions and execute all documents or instruments necessary to ensure that all WREGIS Certificates associated with all Renewable Energy Credits corresponding to all PV Energy are issued and tracked for purposes of satisfying the requirements of the California Renewables Portfolio Standard and transferred in a timely manner to Buyer for Buyer's sole benefit. Seller shall transfer the Renewable Energy Credits to Buyer. Seller shall comply with all Laws, including the WREGIS Operating Rules, regarding the certification and transfer of such WREGIS Certificates to Buyer and Buyer shall be given sole title to all such WREGIS Certificates. Seller shall be deemed to have satisfied the warranty in Section 4.10(g), *provided* that Seller fulfills its obligations under Sections 4.10(a) through (g) below. In addition:

(a) Prior to the Commercial Operation Date, Seller shall register the Facility with WREGIS and establish an account with WREGIS ("Seller's WREGIS Account"), which Seller shall maintain until the end of the Delivery Term. Seller shall transfer the WREGIS Certificates using "Forward Certificate Transfers" (as described in the WREGIS Operating Rules) from Seller's WREGIS Account to the WREGIS account(s) of Buyer or the account(s) of a designee that Buyer identifies by Notice to Seller ("Buyer's WREGIS Account"). Seller shall

be responsible for all expenses associated with registering the Facility with WREGIS, establishing and maintaining Seller's WREGIS Account, paying WREGIS Certificate issuance and transfer fees, and transferring WREGIS Certificates from Seller's WREGIS Account to Buyer's WREGIS Account.

(b) Seller shall cause Forward Certificate Transfers to occur on a monthly basis in accordance with the certification procedure established by the WREGIS Operating Rules. Since WREGIS Certificates will only be created for whole MWh amounts of PV Energy generated, any fractional MWh amounts (i.e., kWh) will be carried forward until sufficient generation is accumulated for the creation of a WREGIS Certificate.

(c) Seller shall, at its sole expense, ensure that the WREGIS Certificates for a given calendar month correspond with the PV Energy for such calendar month as evidenced by the Facility's metered data.

(d) Due to the ninety (90) day delay in the creation of WREGIS Certificates relative to the timing of invoice payment under Section 8.2, Buyer shall make an invoice payment for a given month in accordance with Section 8.2 before the WREGIS Certificates for such month are formally transferred to Buyer in accordance with the WREGIS Operating Rules and this Section 4.10. Notwithstanding this delay, Buyer shall have all right and title to all such WREGIS Certificates upon payment to Seller in accordance with Section 8.2.

(e) A "**WREGIS Certificate Deficit**" means any deficit or shortfall in WREGIS Certificates delivered to Buyer for a calendar month as compared to the PV Energy for the same calendar month ("**Deficient Month**") caused by an error or omission of Seller. If any WREGIS Certificate Deficit is caused by, or is the result of any action or inaction of, Seller, then the amount of PV Energy in the Deficient Month shall be reduced by three (3) times the amount of the WREGIS Certificate Deficit for purposes of calculating Buyer's payment to Seller under Article 8 and the Guaranteed Energy Production for the applicable Contract Year; *provided*, such adjustment shall not apply to the extent that Seller either (x) resolves the WREGIS Certificate Deficit within ninety (90) days after the Deficient Month or (y) provides Replacement Green Attributes (as defined in Exhibit G) within ninety (90) days after the Deficient Month (i) upon a schedule reasonably acceptable to Buyer, and (ii) provided that such deliveries do not impose additional costs upon Buyer for which Seller has not reimbursed Buyer. Without limiting Seller's obligations under this Section 4.10, if a WREGIS Certificate Deficit is caused solely by an error or omission of WREGIS, the Parties shall cooperate in good faith to cause WREGIS to correct its error or omission.

(f) Subject to Section 3.12, if WREGIS changes the WREGIS Operating Rules after the Effective Date or applies the WREGIS Operating Rules in a manner inconsistent with this Section 4.10 after the Effective Date, the Parties promptly shall modify this Section 4.10 as reasonably required to cause and enable Seller to transfer to Buyer's WREGIS Account a quantity of WREGIS Certificates for each given calendar month that corresponds to the PV Energy in the same calendar month.

(g) Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in WREGIS will be taken prior to the first Energy delivery under this Agreement.

4.11 **Financial Statements**. In the event a Guaranty is provided as Performance Security in lieu of cash or a Letter of Credit, Seller shall provide to Buyer, or cause the Guarantor to provide to Buyer, unaudited quarterly and annual audited financial statements of the Guarantor (including a balance sheet and statements of income and cash flows), all prepared in accordance with generally accepted accounting principles in the United States, consistently applied.

ARTICLE 5 TAXES

5.1 **Allocation of Taxes and Charges**. Seller shall pay or cause to be paid all Taxes on or with respect to the Facility or on or with respect to the sale and making available of Product to Buyer, that are imposed on Product prior to its delivery to Buyer at the time and place contemplated under this Agreement. Buyer shall pay or cause to be paid all Taxes on or with respect to the delivery to and purchase by Buyer of Product that are imposed on Product at and after its delivery to Buyer at the time and place contemplated under this Agreement (other than withholding or other Taxes imposed on Seller's income, revenue, receipts or employees). If a Party is required to remit or pay Taxes that are the other Party's responsibility hereunder, such Party shall promptly pay the Taxes due and then seek and receive reimbursement from the other for such Taxes. In the event any sale of Product hereunder is exempt from or not subject to any particular Tax, Buyer shall provide Seller with all necessary documentation to evidence such exemption or exclusion within thirty (30) days after the date Buyer makes such claim. Buyer shall indemnify, defend, and hold Seller harmless from any liability with respect to Taxes for which Buyer is responsible hereunder and from which Buyer claims it is exempt.

5.2 **Cooperation**. Each Party shall use reasonable efforts to implement the provisions of and administer this Agreement in accordance with the intent of the Parties to minimize all Taxes, so long as no Party is materially adversely affected by such efforts. The Parties shall cooperate to minimize Tax exposure; *provided*, neither Party shall be obligated to incur any financial or operational burden to reduce Taxes for which the other Party is responsible hereunder without receiving due compensation therefor from the other Party. All Product delivered by Seller to Buyer hereunder shall be a sale made at wholesale, with Buyer reselling such Product.

5.3 **Ownership**. Seller shall be the owner of the Facility for federal income tax purposes and, as such, Seller (or its Affiliates or Lenders) shall be entitled to all depreciation deductions associated with ownership of the Facility and to any and all Tax Credits or other tax benefits associated with ownership of the Facility, including any such tax credits or tax benefits under the Code and all Renewable Energy Incentives. The Parties intend this Agreement to be a "service contract" within the meaning of Section 7701(e)(3) of the Code. The Parties will not take the position on any tax return that this Agreement is anything other than a "service contract" within the meaning of Section 7701(e) of the Code or in any other filings suggesting that this Agreement is anything other than a purchase of the Product from the Seller.

**ARTICLE 6
MAINTENANCE OF THE FACILITY**

6.1 **Maintenance of the Facility.** Seller shall, as between Seller and Buyer, be solely responsible for the operation and maintenance of the Facility and the delivery of the Product and shall comply with Law and Prudent Operating Practice relating to the operation and maintenance of the Facility and the generation and sale of Product.

6.2 **Maintenance of Health and Safety.** Seller shall take reasonable safety precautions with respect to the operation, maintenance, repair and replacement of the Facility. If Seller becomes aware of any circumstances relating to the Facility that create an imminent risk of damage or injury to any Person or any Person's property, Seller shall take prompt, reasonable action to prevent such damage or injury and shall give Buyer's emergency contact identified in Exhibit N Notice of such condition. Such action may include disconnecting and removing all or a portion of the Facility, or suspending the supply of Facility Energy to the Delivery Point.

6.3 **Shared Facilities.** The Parties acknowledge and agree that certain of the Shared Facilities and Interconnection Facilities, and Seller's rights and obligations under the Interconnection Agreement, may be subject to certain shared facilities and/or co-tenancy agreements to be entered into among Seller, the Transmission Provider, Seller's Affiliates, and/or third parties pursuant to which certain Interconnection Facilities may be subject to joint ownership and shared maintenance and operation arrangements; *provided*, such agreements shall (i) permit Seller to perform or satisfy, and shall not purport to limit, its obligations hereunder, including maintaining Shared Facility capacity equal to the Interconnection Capacity Limit for Buyer's sole use, (ii) provide for separate metering of the Facility, (iii) provide that any other generating or energy storage facilities not included in the Facility but using Shared Facilities shall not be included within the Facility's CAISO Resource IDs, and (iv) provide that any reduction in Shared Facility capacity (excluding, for avoidance of doubt, any reduction attributable to a Curtailment Order) shall be allocated to all generating or storage facilities utilizing the Shared Facilities based on their pro rata allocation of the Shared Facility capacity prior to such curtailment or reduction.

**ARTICLE 7
METERING**

7.1 **Metering.**

(a) Subject to Section 7.1(b) (with respect to the entirety of the following Section 7.1(a)), unless the Parties agree otherwise pursuant to Section 3.13, the Facility shall have a separate CAISO Resource ID for each of the Generating Facility and the Storage Facility. Seller shall measure the amount of PV Energy using the Generating Facility Meter. Seller shall measure the Charging Energy and the Discharging Energy using the Storage Facility Meter. Seller shall separately meter all Station Use (other than Station Use associated with transformers and power converters which are supplied from the AC terminals, for which Seller shall provide Buyer with good faith estimates as to the quantities of such Station Use consumed by the Facility upon Buyer's reasonable request). All meters shall be operated pursuant to applicable CAISO-approved calculation methodologies and maintained at Seller's cost. Subject to meeting any applicable CAISO requirements, the Storage Facility Meter and Generating Facility Meter shall be

programmed to adjust for all Electrical Losses from such meters to the Delivery Point in a manner subject to Buyer's prior written approval, not to be unreasonably withheld. Metering shall be consistent with the Metering Diagram set forth as Exhibit R. Each Storage Facility Meter and Generating Facility Meter shall be kept under seal, such seals to be broken only when the meters are to be tested, adjusted, modified or relocated. In the event Seller breaks a seal, Seller shall notify Buyer as soon as practicable. In addition, Seller hereby agrees to provide all meter data to Buyer in a form reasonably acceptable to Buyer, and consents to Buyer obtaining from CAISO the CAISO meter data directly relating to the Facility and all inspection, testing and calibration data and reports. Seller and Buyer, or Buyer's Scheduling Coordinator, shall cooperate to allow both Parties to retrieve the meter reads from the CAISO Market Results Interface-Settlements (MRI-S) web and/or directly from the CAISO meter(s) at the Facility.

(b) Section 7.1(a) is based on the Parties' mutual understanding as of the Effective Date that (i) the CAISO requires the configuration of the Facility to include, as the sole meters for the Facility, the Generating Facility Meter and the Storage Facility Meter, (ii) the CAISO requires the Generating Facility Meter and the Storage Facility Meter to be programmed for Electrical Losses as set forth in the definition of Electrical Losses in this Agreement, and (iii) the automatic adjustments to Charging Notices and Discharging Notices as set forth in the definitions of Charging Notice and Discharging Notice in this Agreement will not result in Seller violating, or incurring any costs, penalties or charges under the CAISO Tariff. If any of the foregoing mutual understandings in (i), (ii), or (iii) between the Parties become incorrect during the Delivery Term, the Parties shall cooperate in good faith to make any amendments and modifications to the Facility and this Agreement as are reasonably necessary to conform this Agreement to the CAISO Tariff and avoid, to the maximum extent practicable, any CAISO charges, costs or penalties that may be imposed on either Party due to non-conformance with the CAISO Tariff, such agreement not to be unreasonably delayed, conditioned or withheld.

7.2 **Meter Verification**. Annually, if Seller has reason to believe there may be a meter malfunction, or upon Buyer's reasonable request, Seller shall test the meter. The tests shall be conducted by independent third parties qualified to conduct such tests. Buyer shall be notified seven (7) days in advance of such tests and have a right to be present during such tests. If a meter is inaccurate it shall be promptly repaired or replaced. If a meter is inaccurate by more than one percent (1%) and it is not known when the meter inaccuracy commenced (if such evidence exists, then such date will be used to adjust prior invoices), then the invoices covering the period of time since the last meter test shall be adjusted for the amount of the inaccuracy on the assumption that the inaccuracy persisted during one-half of such period so long as such adjustments are accepted by CAISO and WREGIS; *provided*, such period may not exceed twelve (12) months.

ARTICLE 8 INVOICING AND PAYMENT; CREDIT

8.1 **Invoicing**. Seller shall use commercially reasonable efforts to deliver an invoice to Buyer for Product no later than the tenth (10th) day of each month for the previous calendar month. Each invoice shall (a) reflect records of metered data, including (i) CAISO metering and transaction data sufficient to document and verify the amount of Product delivered by the Facility for any Settlement Period during the preceding month, including the amount of PV Energy, Charging Energy, Discharging Energy, Replacement RA, and Replacement Product delivered to

Buyer (if any), the calculation of Deemed Delivered Energy and Adjusted Energy Production, the LMP prices at the Delivery Point for each Settlement Period, and the Contract Price applicable to such Product in accordance with Exhibit C, and (ii) data showing a calculation of the Monthly Capacity Payment and other relevant data for the prior month; and (b) be in a format reasonably specified by Buyer, covering the Product provided in the preceding month determined in accordance with the applicable provisions of this Agreement. Buyer shall, and shall cause its Scheduling Coordinator to, provide Seller with all reasonable access (including, in real time, to the maximum extent reasonably possible) to any records, including invoices or settlement data from the CAISO, forecast data and other information, all as may be necessary from time to time for Seller to prepare and verify the accuracy of all invoices.

8.2 **Payment.** Buyer shall make payment to Seller for Product (and any other amounts due) by wire transfer or ACH payment to the bank account provided on each monthly invoice. Buyer shall pay undisputed invoice amounts by the later of (a) ten (10) Business Days after Buyer's receipt of the invoice from Seller, and (b) the thirtieth (30th) day of the month after the operational month for which such invoice was rendered; *provided*, if such due date falls on a weekend or legal holiday, such due date shall be the next Business Day. Payments made after the due date will be considered late and will bear interest on the unpaid balance. If the amount due is not paid on or before the due date or if any other payment that is due and owing from one Party to another is not paid on or before its applicable due date, a late payment charge shall be applied to the unpaid balance and shall be added to the next billing statement. Such late payment charge shall be calculated based on an annual Interest Rate equal to the prime rate published on the date of the invoice in The Wall Street Journal (or, if The Wall Street Journal is not published on that day, the next succeeding date of publication), plus two percent (2%) (the "**Interest Rate**"). If the due date occurs on a day that is not a Business Day, the late payment charge shall begin to accrue on the next succeeding Business Day.

8.3 **Books and Records.** To facilitate payment and verification, each Party shall maintain all books and records necessary for billing and payments, including copies of all invoices under this Agreement, for a period of at least two (2) years or as otherwise required by Law. Upon fifteen (15) days' Notice to the other Party, either Party shall be granted reasonable access to the accounting books and records within the possession or control of the other Party pertaining to all invoices generated pursuant to this Agreement.

8.4 **Payment Adjustments; Billing Errors.** Payment adjustments shall be made if Buyer or Seller discovers there have been good faith inaccuracies in invoicing that are not otherwise disputed under Section 8.5 or an adjustment to an amount previously invoiced or paid is required due to a correction of data by the CAISO, or there is determined to have been a meter inaccuracy sufficient to require a payment adjustment. If the required adjustment is in favor of Buyer, Buyer's next monthly payment shall be credited in an amount equal to the adjustment. If the required adjustment is in favor of Seller, Seller shall add the adjustment amount to Buyer's next monthly invoice. Adjustments in favor of either Buyer or Seller shall bear interest, until settled in full, in accordance with Section 8.2, accruing from the date on which the adjusted amount should have been due.

8.5 **Billing Disputes.** A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered under this Agreement or adjust any invoice for any

arithmetic or computational error within twelve (12) months of the date the invoice, or adjustment to an invoice, was rendered. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within five (5) Business Days of such resolution along with interest accrued at the Interest Rate from and including the original due date to but excluding the date paid. Inadvertent overpayments shall be returned via adjustments in accordance with Section 8.4. Any dispute with respect to an invoice is waived if the other Party is not notified in accordance with this Section 8.5 within twelve (12) months after the invoice is rendered or subsequently adjusted, except to the extent any misinformation was from a third party not affiliated with any Party and such third party corrects its information after the twelve-month period. If an invoice is not rendered within twelve (12) months after the close of the month during which performance occurred, the right to payment for such performance is waived.

8.6 **Netting of Payments.** The Parties hereby agree that they shall discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts owed by each Party to the other Party for the purchase and sale of Product during the monthly billing period under this Agreement or otherwise arising out of this Agreement, including any related damages calculated pursuant to Exhibits B, G, and P, interest, and payments or credits, shall be netted so that only the excess amount remaining due shall be paid by the Party who owes it.

8.7 **Seller's Development Security.** To secure its obligations under this Agreement, Seller shall deliver the Development Security to Buyer within thirty (30) days after the Effective Date. Seller shall maintain the Development Security in full force and effect; *provided*, Seller shall have no obligation to replenish the Development Security in the event Buyer collects or draws down any portion of the Development Security for any reason permitted under this Agreement. Upon the earlier of (a) Seller's delivery of the Performance Security, or (b) sixty (60) days after termination of this Agreement, Buyer shall return the Development Security to Seller, less the amounts drawn in accordance with this Agreement. If requested by Seller, Buyer shall from time to time reasonably cooperate with Seller to enable Seller to exchange one permitted form of Development Security for another permitted form; *provided, however*, that a Guaranty may not be provided as Development Security.

8.8 **Seller's Performance Security.** To secure its obligations under this Agreement, Seller shall deliver Performance Security to Buyer on or before the Commercial Operation Date. If the Performance Security is not in the form of cash or Letter of Credit, it shall be substantially in the form set forth in Exhibit S. Seller shall maintain the Performance Security in full force and effect, and Seller shall within ten (10) Business Days after any draw thereon replenish the Performance Security in the event Buyer collects or draws down any portion of the Performance Security for any reason permitted under this Agreement other than to satisfy a Termination Payment, until the following have occurred: (a) the Delivery Term has expired or terminated early; and (b) the later of (i) all payment obligations of Seller due and payable under this Agreement, including compensation for penalties, Termination Payment, indemnification payments or other damages are paid in full (whether directly or indirectly such as through set-off or netting), or (ii)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**ARTICLE 9
NOTICES**

9.1 **Addresses for the Delivery of Notices.** Any Notice required, permitted, or contemplated hereunder shall be in writing, shall be addressed to the Party to be notified at the address set forth in Exhibit N or at such other address or addresses as a Party may designate for itself from time to time by Notice hereunder.

9.2 **Acceptable Means of Delivering Notice.** Each Notice required, permitted, or contemplated hereunder shall be deemed to have been validly served, given or delivered as follows: (a) if sent by United States mail with proper first class postage prepaid, three (3) Business Days following the date of the postmark on the envelope in which such Notice was deposited in

the United States mail; (b) if sent by a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement with such carrier made for the payment of such fees, the next Business Day after the same is delivered by the sending Party to such carrier; (c) if sent by electronic communication (including electronic mail or other electronic means) at the time indicated by the time stamp upon delivery and, if after 5 pm, on the next Business Day; or (d) if delivered in person, upon receipt by the receiving Party. Notwithstanding the foregoing, Notices of outages or other scheduling or dispatch information or requests, may be sent by electronic communication and shall be considered delivered upon successful completion of such transmission.

ARTICLE 10 FORCE MAJEURE

10.1 Definition.

(a) “**Force Majeure Event**” means any act or event that delays or prevents a Party from timely performing all or a portion of its obligations under this Agreement or from complying with all or a portion of the conditions under this Agreement if such act or event, despite the exercise of commercially reasonable efforts, cannot be avoided by and is beyond the reasonable control (whether direct or indirect) of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance, or noncompliance.

(b) Without limiting the generality of the foregoing, so long as the following events, despite the exercise of reasonable efforts, cannot be avoided by, and are beyond the reasonable control (whether direct or indirect) of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance or noncompliance, a Force Majeure Event may include an act of God or the elements, such as flooding, lightning, hurricanes, tornadoes, or ice storms; explosion; fire; volcanic eruption; flood; epidemic, including COVID-19; landslide; mudslide; sabotage; terrorism; earthquake; or other cataclysmic events; an act of public enemy; war; blockade; civil insurrection; riot; civil disturbance; or strikes or other labor difficulties caused or suffered by a Party or any third party except as set forth below.

(c) Notwithstanding the foregoing, the term “**Force Majeure Event**” does not include (i) economic conditions or changes in Law that render a Party’s performance of this Agreement at the Contract Price unprofitable or otherwise uneconomic (including an increase in component or compliance costs for any reason, including foreign or domestic tariffs, Buyer’s ability to buy Product at a lower price, or Seller’s ability to sell the Product, or any component thereof, at a higher price, than under this Agreement); (ii) Seller’s inability to obtain permits or approvals of any type for the construction, operation, or maintenance of the Facility, except to the extent such inability is caused by a Force Majeure Event; (iii) the inability of a Party to make payments when due under this Agreement, unless the cause of such inability is an event that would otherwise constitute a Force Majeure Event as described above; (iv) a Curtailment Order except to the extent such event is caused by a Force Majeure Event; (v) Seller’s inability to obtain sufficient labor, equipment, materials, or other resources to build or operate the Facility, including the lack of wind, sun or other fuel source of an inherently intermittent nature, except to the extent such inability is caused by a Force Majeure Event; (vi) a strike, work stoppage or labor dispute limited only to any one or more of Seller, Seller’s Affiliates, Seller’s contractors, their

subcontractors thereof or any other third party employed by Seller to work on the Facility; (vii) any equipment failure except if such equipment failure is caused by a Force Majeure Event; or (viii) any action or inaction by any third party, including Transmission Provider, that delays or prevents the approval, construction or placement in service of any Interconnection Facilities or Network Upgrades, except to the extent caused by a Force Majeure Event.

10.2 **No Liability If a Force Majeure Event Occurs.** Except as provided in Section 4 of Exhibit B, neither Seller nor Buyer shall be liable to the other Party in the event it is prevented from performing its obligations hereunder in whole or in part due to a Force Majeure Event. The Party rendered unable to fulfill any obligation by reason of a Force Majeure Event shall take reasonable actions necessary to remove such inability with due speed and diligence. Nothing herein shall be construed as permitting that Party to continue to fail to perform after said cause has been removed. The obligation to use due speed and diligence shall not be interpreted to require resolution of labor disputes by acceding to demands of the opposition when such course is inadvisable in the discretion of the Party having such difficulty. Neither Party shall be considered in breach or default of this Agreement if and to the extent that any failure or delay in the Party's performance of one or more of its obligations hereunder is caused by a Force Majeure Event. The occurrence and continuation of a Force Majeure Event shall not suspend or excuse the obligation of a Party to make any payments due hereunder.

10.3 **Notice.** In the event of any delay or nonperformance resulting from a Force Majeure Event, the Party suffering the Force Majeure Event shall (a) as soon as practicable, notify the other Party in writing of the nature, cause, estimated date of commencement thereof, and the anticipated extent of any delay or interruption in performance, and (b) notify the other Party in writing of the cessation or termination of such Force Majeure Event, all as known or estimated in good faith by the affected Party; *provided*, a Party's failure to give timely Notice shall not affect such Party's ability to assert that a Force Majeure Event has occurred unless the delay in giving Notice materially prejudices the other Party. The Parties acknowledge and agree that the extent and impact of COVID-19 on the Parties' performance hereunder may not be immediately or readily ascertainable, but that each Party shall promptly notify the other in accordance with this Section 10.3 and Section 10.1 once any impacts of COVID-19 that constitute a Force Majeure Event result in any delay or nonperformance hereunder.

10.4 **Termination Following Force Majeure Event or Development Cure Period.**

(a) If the cumulative extensions granted under the Development Cure Period exceed one hundred eighty (180) days, and Seller has demonstrated to Buyer's reasonable satisfaction that such delays did not result from Seller's actions or failure to take commercially reasonable actions, then Seller may terminate this Agreement upon Notice to Buyer. Upon such termination, neither Party shall have any liability to the other Party, save and except for those obligations specified in Section 2.1(b), and Buyer shall promptly return to Seller any Development Security then held by Buyer, less any amounts drawn in accordance with this Agreement.

(b) If a Force Majeure Event has occurred after the Commercial Operation Date that has caused either Party to be wholly or partially unable to perform its obligations hereunder in any material respect, and the impacted Party has claimed and received relief from performance of its obligations for a consecutive twelve (12) month period, then the non-claiming Party may

terminate this Agreement upon Notice to the other Party; *provided*, Seller shall be entitled to six (6) additional months to remedy the Force Majeure Event if Seller has been unable to remedy the Force Majeure Event within the original twelve (12)-month period despite exercising diligent efforts and Seller provides Notice to Buyer at least sixty (60) days prior to the expiration of the original twelve (12) month period that contains (i) a detailed plan reasonably acceptable to an independent, professional engineer selected by Buyer, licensed in the State of California, that explains how Seller will restore the Facility, and (ii) a certificate from a Licensed Professional Engineer attesting that the Facility could not reasonably be restored to operational status within the original twelve (12) month period but is reasonably likely to be restored to operational status within the additional six (6) month period by Seller's execution of the plan described in Section 10.4(b)(i). Upon any such termination, neither Party shall have any liability to the other Party, save and except for those obligations specified in Section 2.1(b), and Buyer shall promptly return to Seller any Performance Security then held by Buyer, less any amounts drawn in accordance with this Agreement.

ARTICLE 11 DEFAULTS; REMEDIES; TERMINATION

11.1 **Events of Default**. An "**Event of Default**" shall mean,

(a) with respect to a Party (the "**Defaulting Party**") that is subject to the Event of Default the occurrence of any of the following:

(i) the failure by such Party to make, when due, any payment required pursuant to this Agreement and such failure is not remedied within ten (10) Business Days after Notice thereof;

(ii) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated, and such default is not remedied within thirty (30) days after Notice thereof (or such longer additional period, not to exceed an additional sixty (60) days, if the Defaulting Party is unable to remedy such default within such initial thirty (30)-day period despite exercising commercially reasonable efforts);

(iii) the failure by such Party to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default set forth in this Section 11.1; and except for (A) failure to provide Capacity Attributes, the exclusive remedies for which are set forth in Section 3.8, (B) failures related to the Adjusted Energy Production that do not trigger the provisions of Section 11.1(b)(iii), the exclusive remedies for which are set forth in Section 4.7; and (C) failures related to the Annual Storage Capacity Availability that do not trigger the provisions of Section 11.1(b)(iv), the exclusive remedies for which are set forth in Section 4.8) and such failure is not remedied within thirty (30) days after Notice thereof (or such longer additional period, not to exceed an additional ninety (90) days, if the Defaulting Party is unable to remedy such default within such initial thirty (30)-day period despite exercising commercially reasonable efforts);

(iv) such Party becomes Bankrupt;

(v) such Party assigns this Agreement or any of its rights hereunder other than in compliance with Article 14, if applicable; or

(vi) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of Law or pursuant to an agreement reasonably satisfactory to the other Party;

(b) with respect to Seller as the Defaulting Party, the occurrence of any of the following:

(i) if at any time, Seller delivers or attempts to deliver Energy to the Delivery Point for sale under this Agreement that was not generated or discharged by the Facility, except for Replacement Product;

(ii) the failure by Seller to (A) achieve Construction Start on or before the Guaranteed Construction Start Date, as such date may be extended by Seller's payment of Daily Delay Damages pursuant to Section 1(b) of Exhibit B and/or a Development Cure Period pursuant to Section 4 of Exhibit B, or (B) achieve Commercial Operation on or before the Guaranteed Commercial Operation Date, as such date may be extended by Seller's payment of Commercial Operation Delay Damages pursuant to Section 2 of Exhibit B and/or a Development Cure Period pursuant to Section 4 of Exhibit B;

(iii) if, in any consecutive six (6) month period, the Adjusted Energy Production amount (calculated in accordance with Exhibit G) for such period is not at least ten percent (10%) of the 6-month pro rata amount of Expected Energy for such period adjusted for seasonality proportionately to the monthly forecast provided annually by Seller under Section 4.3(a), and Seller fails to (x) deliver to Buyer within ten (10) Business Days after Notice from Buyer a plan or report developed by Seller that describes the cause of the failure to meet the ten percent (10%) threshold and the actions that Seller has taken, is taking, or proposes to take in an effort to cure such condition along with the written confirmation of a Licensed Professional Engineer that such plan or report is in accordance with Prudent Operating Practices and capable of cure within a reasonable period of time, not to exceed one hundred eighty (180) days ("**Cure Plan**") and (y) complete such Cure Plan in all material respects as set forth therein, including within the timeframe set forth therein;

(iv) if, in any Contract Year, the Annual Storage Capacity Availability multiplied by the Effective Storage Capacity for the applicable period is not at least seventy percent (70%) multiplied by the Installed Storage Capacity, and Seller fails to (x) deliver to Buyer within ten (10) Business Days after Notice from Buyer a plan or report developed by Seller that describes the cause of the failure to meet such seventy percent (70%) multiplied by the Installed Storage Capacity threshold, and the actions that Seller has taken, is taking, or proposes to take in an effort to cure such condition along with the written confirmation of a Licensed Professional Engineer that such plan or report is in accordance with Prudent Operating Practices and capable of cure within a reasonable period of time, not to exceed one hundred eighty (180) days (other than to the extent additional time is needed to mobilize construction at the Site, receive any necessary permits

to implement such Storage Cure Plan, or remedy any serial defects of the Storage Facility, in which case, such one hundred eighty (180) day cure period may be extended to a maximum of three hundred sixty (360) days) (a “**Storage Cure Plan**”) and (y) complete such Storage Cure Plan in all material respects as set forth therein, including within the timeframe set forth therein;

(v) failure by Seller to satisfy the collateral requirements pursuant to Sections 8.7 or 8.8 within five (5) Business Days after Notice from Buyer, including the failure to replenish the Performance Security amount in accordance with this Agreement in the event Buyer draws against it for any reason other than to satisfy a Termination Payment;

(vi) with respect to any Guaranty provided for the benefit of Buyer, the failure by Seller to provide for the benefit of Buyer either (1) cash, or (2) to the extent approved by Buyer in its sole discretion, a replacement Guaranty from a different Guarantor meeting the criteria set forth in the definition of Guarantor, or (3) a replacement Letter of Credit from an issuer meeting the criteria set forth in the definition of Letter of Credit, in each case, in the amount required hereunder within ten (10) Business Days after Seller receives Notice of the occurrence of any of the following events:

(A) if any representation or warranty made by the Guarantor in connection with this Agreement is false or misleading in any material respect when made or when deemed made or repeated, and such default is not remedied within thirty (30) days after Notice thereof;

(B) the failure of the Guarantor to make any payment required or to perform any other material covenant or obligation in any Guaranty;

(C) the Guarantor becomes Bankrupt;

(D) the Guarantor shall fail to meet the criteria for an acceptable Guarantor as set forth in the definition of Guarantor;

(E) the failure of the Guaranty to be in full force and effect (other than in accordance with its terms) prior to the indefeasible satisfaction of all obligations of Seller hereunder; or

(F) the Guarantor shall repudiate, disaffirm, disclaim, or reject, in whole or in part, or challenge the validity of any Guaranty; or

(vii) with respect to any outstanding Letter of Credit provided for the benefit of Buyer that is not then required under this Agreement to be canceled or returned, the failure by Seller to provide for the benefit of Buyer either (1) cash, or (2) a Letter of Credit from a different issuer meeting the criteria set forth in the definition of Letter of Credit, or (3) to the extent approved by Buyer in its sole discretion, a replacement Guaranty from a Guarantor meeting the

criteria set forth in the definition of Guarantor, in each case, in the amount required hereunder within ten (10) Business Days after Seller receives Notice of the occurrence of any of the following events:

(A) the issuer of the outstanding Letter of Credit shall fail to maintain a Credit Rating of at least A- by S&P or A3 by Moody's;

(B) the issuer of such Letter of Credit becomes Bankrupt;

(C) the issuer of the outstanding Letter of Credit shall fail to comply with or perform its obligations under such Letter of Credit and such failure shall be continuing after the lapse of any applicable grace period permitted under such Letter of Credit;

(D) the issuer of the outstanding Letter of Credit shall fail to honor a properly documented request to draw on such Letter of Credit;

(E) the issuer of the outstanding Letter of Credit shall disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of, such Letter of Credit;

(F) such Letter of Credit fails or ceases to be in full force and effect at any time; or

(G) Seller shall fail to renew or cause the renewal of each outstanding Letter of Credit on a timely basis as provided in the relevant Letter of Credit and as provided in accordance with this Agreement, and in no event less than sixty (60) days prior to the expiration of the outstanding Letter of Credit.

11.2 **Remedies; Declaration of Early Termination Date.** If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the other Party ("**Non-Defaulting Party**") shall have the following rights:

(a) to send Notice, designating a day, no earlier than the day such Notice is deemed to be received and no later than twenty (20) days after such Notice is deemed to be received, as an early termination date of this Agreement ("**Early Termination Date**") that terminates this Agreement (the "**Terminated Transaction**") and ends the Delivery Term effective as of the Early Termination Date;

(b) to accelerate all amounts owing between the Parties, and to collect as liquidated damages (i) the Damage Payment, or (ii) the Termination Payment calculated in accordance with Section 11.3 below;

(c) to withhold any payments due to the Defaulting Party under this Agreement;

(d) to suspend performance; and

(e) to exercise any other right or remedy available at law or in equity, including specific performance or injunctive relief, except to the extent such remedies are expressly limited under this Agreement; *provided*, payment by the Defaulting Party of the Damage Payment or

Termination Payment, as applicable, shall constitute liquidated damages and the Non-Defaulting Party's sole and exclusive remedy for any Terminated Transaction and the Event of Default related thereto.

11.3 **Damage Payment; Termination Payment**. If an Early Termination Date has been declared, the Non-Defaulting Party shall calculate, in a commercially reasonable manner, the Damage Payment or Termination Payment, as applicable, in accordance with this Section 11.3.

(a) **Damage Payment Prior to Commercial Operation Date**. If the Early Termination Date occurs before the Commercial Operation Date, then the Damage Payment shall be calculated in accordance with this Section 11.3(a).

(i) If Seller is the Defaulting Party, then the Damage Payment shall be owed to Buyer and shall be a dollar amount that equals the amount of the Development Security plus, if the Development Security is posted as cash, any interest accrued thereon. Buyer shall be entitled to immediately retain for its own benefit those funds held as Development Security and any interest accrued thereon if the Development Security is posted as cash, and any amount of Development Security that Seller has not yet posted with Buyer shall be immediately due and payable by Seller to Buyer. There will be no amounts owed to Seller. The Parties agree that Buyer's damages in the event of an Early Termination Date prior to the Commercial Operation Date caused by Seller's default would be difficult or impossible to determine and that the damages set forth in this Section 11.3(a)(i) are a reasonable approximation of Buyer's harm or loss.

(ii) If Buyer is the Defaulting Party, then a Damage Payment shall be owed to Seller and shall equal (A) the sum of (i) (Seller's Losses, which shall not include consequential, incidental, punitive, exemplary, indirect, or business interruption damages, less all actual, documented and verifiable costs and expenses (including out-of-pocket administrative expenses and cost of equity funding (but excluding overhead)) incurred or paid by Seller or its Affiliates, from the Effective Date through the Early Termination Date, allocable to the Facility (including in connection with acquisition, development, financing and construction thereof, but excluding any costs and expenses associated with the solar photovoltaic and energy storage facilities adjacent to the Site which Seller or its Affiliates are developing and constructing in connection with the Facility)) plus (ii) without duplication of any costs or expenses covered by preceding clause (i), all actual, documented and verifiable costs and expenses (including out-of-pocket administrative expenses and cost of equity funding (but excluding overhead)) which have been actually incurred, or become payable, by Seller or its Affiliates between the Early Termination Date and the date that Notice of the Damage Payment is provided by Seller to Buyer pursuant to Section 11.4, directly in connection with the Facility and arising out of the termination of this Agreement, including all Facility-related debt and other financing repayment obligations (and including all pre-payment penalties, accelerated payments, make-whole payments and breakage costs), and all other termination payments and other similar or related payments, costs or expenses in connection with the Facility, including in connection with financing, construction and equipment supply contracts, land rights contracts, and other Facility contracts and matters, in each case pursuant to and provided for in agreements that are in effect as of the Early Termination Date or entered into thereafter in order to mitigate or minimize the aggregate costs and expenses hereunder, less (B) the fair market value (determined in a commercially reasonable manner by a third-party independent evaluator mutually agreed by the Parties (or absent such agreement, by a

third-party independent evaluator mutually agreed by two independent evaluators, one selected by each of the Parties), but at Buyer's sole cost), net of all Facility-related liabilities and obligations (without duplication of any of the liabilities and obligations set forth in Section 11.3(a)(ii)(A)), of (a) all Seller's Facility-related assets (which exclude, for clarity, any assets associated with the solar photovoltaic and energy storage facilities adjacent to the Site which Seller or its Affiliates are developing and constructing in connection with the Facility) if sold individually, or (b) the Facility, whichever is greater, regardless of whether or not any Seller asset or the Facility is actually sold or disposed of. Fair market value will be based on the value of Seller's Facility-related assets or the Facility as existing on the Early Termination Date and not on the value thereof at a later stage of development or construction of the Facility or at completion of the Facility. There will be no amount owed to Buyer. The Parties agree that Seller's damages in the event of an Early Termination Date prior to the Commercial Operation Date caused by Buyer's default would be difficult or impossible to determine and that the damages set forth in this Section 11.3(a)(ii) are a reasonable approximation of Seller's harm or loss.

(b) Termination Payment On or After the Commercial Operation Date. The payment owed by the Defaulting Party to the Non-Defaulting Party for a Terminated Transaction occurring after the Commercial Operation Date ("**Termination Payment**") shall be the aggregate of all Settlement Amounts plus all other amounts due to or from the Non-Defaulting Party (as of the Early Termination Date) netted into a single amount. The Non-Defaulting Party shall calculate, in a commercially reasonable manner, a Settlement Amount for the Terminated Transaction as of the Early Termination Date. Third parties supplying information for purposes of the calculation of Gains or Losses may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors and other sources of market information. The Settlement Amount shall not include consequential, incidental, punitive, exemplary, indirect or business interruption damages. Without prejudice to the Non-Defaulting Party's duty to mitigate, the Non-Defaulting Party shall not have to enter into replacement transactions to establish a Settlement Amount. Each Party agrees and acknowledges that (i) the actual damages that the Non-Defaulting Party would incur in connection with a Terminated Transaction would be difficult or impossible to predict with certainty, (ii) the Termination Payment described in this Section 11.3(b) is a reasonable and appropriate approximation of such damages, and (iii) the Termination Payment described in this Section 11.3(b) is the exclusive remedy of the Non-Defaulting Party in connection with a Terminated Transaction but shall not otherwise act to limit any of the Non-Defaulting Party's rights or remedies if the Non-Defaulting Party does not elect a Terminated Transaction as its remedy for an Event of Default by the Defaulting Party

11.4 Notice of Payment of Termination Payment or Damage Payment. As soon as practicable after a Terminated Transaction, but in no event later than sixty (60) days after the Early Termination Date, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Damage Payment or Termination Payment, as applicable, and whether the Termination Payment or Damage Payment, as applicable, is due to or from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of such amount and the sources for such calculation. The Termination Payment or Damage Payment, as applicable, shall be made to or from the Non-Defaulting Party, as applicable, within ten (10) Business Days after such Notice is effective.

11.5 **Disputes With Respect to Termination Payment or Damage Payment.** If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment or Damage Payment, as applicable, in whole or in part, the Defaulting Party shall, within five (5) Business Days of receipt of the Non-Defaulting Party's calculation of the Termination Payment or Damage Payment, as applicable, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute. Disputes regarding the Termination Payment or Damage Payment, as applicable, shall be determined in accordance with Article 15.

11.6 **Limitation on Seller's Ability to Make or Agree to Third-Party Sales from the Facility after Early Termination Date.** If the Agreement is terminated by Buyer prior to the Commercial Operation Date due to Seller's Event of Default, neither Seller nor Seller's Affiliates may sell, market or deliver any Product associated with or attributable to the Facility to a party other than Buyer for a period of two (2) years following the Early Termination Date due to Seller's Event of Default, unless prior to selling, marketing or delivering such Product, or entering into the agreement to sell, market or deliver such Product to a party other than Buyer, Seller or Seller's Affiliates provide Buyer with a written offer to sell the Product which provides Buyer the right to select in its sole discretion either the terms and conditions materially similar to the terms and conditions contained in this Agreement (including price) or the terms and conditions to which the third party agreed, and Buyer fails to accept such offer within forty-five (45) days of Buyer's receipt thereof. Neither Seller nor Seller's Affiliates may sell or transfer the Facility, or any part thereof, or land rights or interests in the Site (including the interconnection queue position of the Facility) so long as the limitations contained in this Section 11.6 apply, unless the transferee agrees to be bound by the terms set forth in this Section 11.6 pursuant to a written agreement approved by Buyer. Seller shall indemnify and hold Buyer harmless from all benefits lost and other damages sustained by Buyer as a result of any breach by Seller of its covenants contained within this Section 11.6.

11.7 **Rights And Remedies Are Cumulative.** Except where liquidated damages or other remedy are explicitly provided as the exclusive remedy, the rights and remedies of a Party pursuant to this Article 11 shall be cumulative and in addition to the rights of the Parties otherwise provided in this Agreement.

11.8 **Mitigation.** Any Non-Defaulting Party shall be obligated to use commercially reasonable efforts to mitigate its Costs, Losses and damages resulting from any Event of Default of the other Party under this Agreement.



ARTICLE 12 LIMITATION OF LIABILITY AND EXCLUSION OF WARRANTIES.

12.1 **No Consequential Damages.** EXCEPT TO THE EXTENT PART OF (A) AN EXPRESS REMEDY OR MEASURE OF DAMAGES HEREIN, (B) AN IP INDEMNITY CLAIM, (C) AN ARTICLE 16 INDEMNITY CLAIM, (D) INCLUDED IN A LIQUIDATED

DAMAGES CALCULATION, OR (E) RESULTING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR LOSSES OR DAMAGES FOR LOST REVENUE OR LOST PROFITS, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT, BY STATUTE, IN TORT OR CONTRACT.

12.2 Waiver and Exclusion of Other Damages. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. ALL LIMITATIONS OF LIABILITY CONTAINED IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE PERTAINING TO SELLER'S LIMITATION OF LIABILITY AND THE PARTIES' WAIVER OF CONSEQUENTIAL DAMAGES, SHALL APPLY EVEN IF THE REMEDIES FOR BREACH OF WARRANTY PROVIDED IN THIS AGREEMENT ARE DEEMED TO "FAIL OF THEIR ESSENTIAL PURPOSE" OR ARE OTHERWISE HELD TO BE INVALID OR UNENFORCEABLE.

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS AND EXCLUSIVE REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED.

IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES ONLY. THE VALUE OF ANY TAX CREDITS, DETERMINED ON AN AFTER-TAX BASIS, LOST DUE TO BUYER'S DEFAULT (WHICH SELLER HAS NOT BEEN ABLE TO MITIGATE AFTER USE OF REASONABLE EFFORTS) AND AMOUNTS DUE IN CONNECTION WITH THE RECAPTURE OF ANY RENEWABLE ENERGY INCENTIVES, IF ANY, SHALL BE DEEMED TO BE DIRECT DAMAGES.

TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, INCLUDING UNDER SECTIONS 3.8, 4.7, 4.8, 11.2 AND 11.3, AND AS PROVIDED IN EXHIBIT B, EXHIBIT C, EXHIBIT G, AND EXHIBIT P, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT, AND THAT THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE ANTICIPATED HARM OR LOSS. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR

PASSIVE. THE PARTIES HEREBY WAIVE ANY RIGHT TO CONTEST SUCH PAYMENTS AS AN UNREASONABLE PENALTY.

THE PARTIES ACKNOWLEDGE AND AGREE THAT MONEY DAMAGES AND THE EXPRESS REMEDIES PROVIDED FOR HEREIN ARE AN ADEQUATE REMEDY FOR THE BREACH BY THE OTHER OF THE TERMS OF THIS AGREEMENT, AND EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO SPECIFIC PERFORMANCE WITH RESPECT TO ANY OBLIGATION OF THE OTHER PARTY UNDER THIS AGREEMENT.

ARTICLE 13 REPRESENTATIONS AND WARRANTIES; AUTHORITY

13.1 **Seller's Representations and Warranties.** As of the Effective Date, Seller represents and warrants as follows:

(a) Seller is a Delaware limited liability company, duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, and is qualified to conduct business in each jurisdiction where the failure to so qualify would have a material adverse effect on the business or financial condition of Seller.

(b) Seller has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement, except where such failure does not have a material adverse effect on Seller's performance under this Agreement. The execution, delivery and performance of this Agreement by Seller has been duly authorized by all necessary limited liability company action on the part of Seller and does not and will not require the consent of any trustee or holder of any indebtedness or other obligation of Seller or any other party to any other agreement with Seller.

(c) The execution and delivery of this Agreement, consummation of the transactions contemplated herein, and fulfillment of and compliance by Seller with the provisions of this Agreement will not conflict with or constitute a breach of or a default under any Law presently in effect having applicability to Seller, subject to any permits that have not yet been obtained by Seller, the documents of formation of Seller or any outstanding trust indenture, deed of trust, mortgage, loan agreement or other evidence of indebtedness or any other agreement or instrument to which Seller is a party or by which any of its property is bound.

(d) This Agreement has been duly executed and delivered by Seller. This Agreement is a legal, valid and binding obligation of Seller enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditors' rights or by the exercise of judicial discretion in accordance with general principles of equity.

(e) The Facility is located in the State of California.

(f) Neither Seller nor its Affiliates have received notice from or, to Seller's knowledge after due inquiry, been advised by any existing or potential supplier or service provider that COVID-19 has caused, or is reasonably likely to cause, a delay in the construction of the

Project or the delivery of materials necessary to complete the Project, in each case that would cause the Commercial Operation Date to be later than the Guaranteed Commercial Operation Date.

13.2 **Buyer's Representations and Warranties.** As of the Effective Date, and in the case of Section 13.2(h) as of each date on which Buyer delivers financial statements to Seller pursuant to Section 8.10(a)(i)(B) (or, if Buyer's means of satisfying Section 8.10(a)(i) is through the public posting of financial statements, then as of the date Buyer publicly posts such financial statements), Buyer represents and warrants as follows:

(a) Buyer is a joint powers authority and a validly existing community choice aggregator, duly organized, validly existing and in good standing under the laws of the State of California and the rules, regulations and orders of the California Public Utilities Commission, and is qualified to conduct business in each jurisdiction of the Joint Powers Agreement members. All Persons making up the governing body of Buyer are the elected or appointed incumbents in their positions and hold their positions in good standing in accordance with the Joint Powers Agreement and other Law.

(b) Buyer has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement, except where such failure does not have a material adverse effect on Buyer's performance under this Agreement. The execution, delivery and performance of this Agreement by Buyer has been duly authorized by all necessary action on the part of Buyer and does not and will not require the consent of any trustee or holder of any indebtedness or other obligation of Buyer or any other party to any other agreement with Buyer.

(c) The execution and delivery of this Agreement, consummation of the transactions contemplated herein, and fulfillment of and compliance by Buyer with the provisions of this Agreement will not conflict with or constitute a breach of or a default under any Law presently in effect having applicability to Buyer, including but not limited to community choice aggregation, the Joint Powers Act, competitive bidding, public notice, open meetings, election, referendum, or prior appropriation requirements, the documents of formation of Buyer or any outstanding trust indenture, deed of trust, mortgage, loan agreement or other evidence of indebtedness or any other agreement or instrument to which Buyer is a party or by which any of its property is bound.

(d) This Agreement has been duly executed and delivered by Buyer. This Agreement is a legal, valid and binding obligation of Buyer enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditors' rights or by the exercise of judicial discretion in accordance with general principles of equity.

(e) Buyer warrants and covenants that with respect to its contractual obligations under this Agreement, it will not claim immunity on the grounds of sovereignty or similar grounds with respect to itself or its revenues or assets from (1) suit, (2) jurisdiction of court, (3) relief by way of injunction, order for specific performance or recovery of property, (4) attachment of assets, or (5) execution or enforcement of any judgment.

(f) Buyer is a “local public entity” as defined in Section 900.4 of the Government Code of the State of California.

(g) Buyer cannot assert sovereign immunity as a defense to the enforcement of its obligations under this Agreement.



13.3 **General Covenants.** Each Party covenants that commencing on the Effective Date and continuing throughout the Contract Term:

(a) It shall continue to be duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and to be qualified to conduct business in each jurisdiction where the failure to so qualify would have a material adverse effect on its business or financial condition;

(b) It shall maintain (or obtain from time to time as required) all regulatory authorizations necessary for it to legally perform its obligations under this Agreement; and

(c) It shall perform its obligations under this Agreement in compliance with all terms and conditions in its governing documents and in material compliance with any Law.

13.4 **Workforce Development.** The Parties acknowledge that in connection with Buyer’s renewable energy procurement efforts, including entering into this Agreement, Buyer is committed to creating community benefits, which includes engaging a skilled and trained workforce and targeted hires. Accordingly, prior to the Guaranteed Construction Start Date, Seller shall ensure that work performed in connection with construction of the Facility will be conducted using a project labor agreement, community workforce agreement, work site agreement, collective bargaining agreement, or similar agreement providing for terms and conditions of employment with applicable labor organizations, and shall remain compliant with such agreement in accordance with the terms thereof.

ARTICLE 14 ASSIGNMENT

14.1 **General Prohibition on Assignments.** Except as provided below in this Article 14, neither Party may voluntarily assign this Agreement or its rights or obligations under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Any Change of Control of Seller (whether voluntary or by operation of law) will be deemed an assignment and will require the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed; *provided*, a Change of Control of Seller shall not require Buyer’s consent if the assignee or transferee is a Permitted Transferee. Any assignment made without the required written consent,

or in violation of the conditions to assignment set out below, shall be null and void. Seller shall be responsible for Buyer's reasonable costs associated with the preparation, review, execution and delivery of documents in connection with any assignment of this Agreement by Seller, including without limitation reasonable attorneys' fees.

14.2 **Collateral Assignment.** Subject to the provisions of this Section 14.2, Seller has the right to assign this Agreement as collateral for any financing or refinancing of the Facility. In connection with any financing or refinancing of the Facility by Seller, Buyer shall in good faith work with Seller and Lender(s) to execute a consent to collateral assignment of this Agreement substantially in the form attached hereto as Exhibit T ("**Consent to Collateral Assignment**") and reasonably requested estoppel certificates.

14.3 **Permitted Assignment by Seller.** Seller may, without the prior written consent of Buyer, transfer or assign this Agreement to: (a) an Affiliate of Seller or (b) any Person succeeding to all or substantially all of the assets of Seller (whether voluntary or by operation of law); if, and only if:

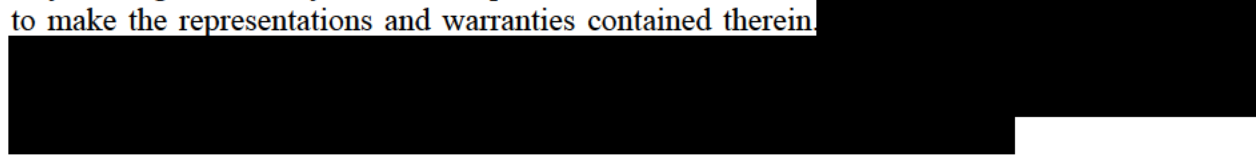
- (i) the assignee is a Permitted Transferee;
- (ii) Seller has given Buyer Notice at least fifteen (15) Business Days before the date of such proposed assignment; and
- (iii) Seller has provided Buyer a written agreement signed by the Person to which Seller wishes to assign its interests that (x) provides that such Person will assume all of Seller's obligations and liabilities under this Agreement upon such transfer or assignment and (y) certifies that such Person meets the definition of a Permitted Transferee.

Notwithstanding the foregoing, any assignment by Seller, its successors or assigns under this Section 14.3 shall be of no force and effect unless and until such Notice and agreement by the assignee have been received and accepted by Buyer.

14.4 **Shared Facilities; Portfolio Financing.** Buyer agrees and acknowledges that Seller may elect to finance all or any portion of the Facility or the Interconnection Facilities or the Shared Facilities (1) utilizing tax equity or cash equity investment, and/or (2) through a Portfolio Financing, which may include cross-collateralization or similar arrangements. In connection with any financing or refinancing of the Facility, the Interconnection Facilities or the Shared Facilities by Seller or any Portfolio Financing, Buyer, Seller, Portfolio Financing Entity (if any), and Lender shall execute and deliver such further consents, approvals and acknowledgments as may be reasonable and necessary to facilitate such transactions; *provided*, Buyer shall not be required to agree to any terms or conditions which are reasonably expected to have a material adverse effect on Buyer and all reasonable attorney's fees incurred by Buyer in connection therewith shall be borne by Seller.

14.5 **Buyer Financing Assignment.** Seller agrees that Buyer may assign a portion of its rights and obligations under this Agreement to a Person in connection with a municipal prepayment financing transaction ("**Buyer Assignee**") at any time upon not less than thirty (30) days' notice by delivering a Notice of such assignment, which notice must include a proposed assignment agreement substantially in the form attached hereto as Exhibit L ("**Assignment**")

Agreement”), provided that, at the time of such assignment, such Buyer Assignee has a Credit Rating equal to the higher of (a) Buyer’s Credit Rating at the time of such assignment (if applicable), and (b) Baa3 from Moody’s and BBB- from S&P. As reasonably requested by Buyer Assignee, Seller shall (i) provide Buyer Assignee with information and documentation with respect to Seller, including but not limited to account opening information, information related to forecasted generation, Credit Rating, and compliance with anti-money laundering rules, the Dodd-Frank Act, the Commodity Exchange Act, the Patriot Act and similar rules, regulations, requirements and corresponding policies; and (ii) promptly execute such Assignment Agreement and implement such assignment as contemplated thereby, subject only to the countersignature of Buyer Assignee and Buyer and the requirements of this Section 14.5 and Buyer and Seller’s ability to make the representations and warranties contained therein.



**ARTICLE 15
DISPUTE RESOLUTION**

15.1 **Governing Law.** This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of Law. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement.

15.2 **Dispute Resolution.** In the event of any dispute arising under this Agreement, within ten (10) days following the receipt of a Notice from either Party identifying such dispute, the Parties shall meet, negotiate and attempt, in good faith, to resolve the dispute quickly, informally and inexpensively. If the Parties are unable to resolve a dispute arising hereunder within the earlier of either thirty (30) days of initiating such discussions, or within forty (40) days after Notice of the dispute, either Party may seek any and all remedies available to it at law or in equity, subject to the limitations set forth in this Agreement.

15.3 **Attorneys’ Fees.** In any proceeding brought to enforce this Agreement or because of the breach by any Party of any covenant or condition herein contained, the prevailing Party shall be entitled to reasonable attorneys’ fees (including reasonably allocated fees of in-house counsel) in addition to court costs and any and all other costs recoverable in said action.

**ARTICLE 16
INDEMNIFICATION**

16.1 **Indemnification.**

(a) Each Party (the “**Indemnifying Party**”) agrees to indemnify, defend and hold harmless the other Party and its Affiliates, directors, officers, employees and agents (collectively, the “**Indemnified Party**”) from and against all claims, demands, losses, liabilities, penalties, and expenses (including reasonable attorneys’ fees) (i) for personal injury or death to Persons and damage to the property of any third party to the extent arising out of, resulting from,

or caused by the negligent or willful misconduct of the Indemnifying Party, its Affiliates, its directors, officers, employees, or agents, or (ii) for third-party claims resulting from the Indemnifying Party's breach (including inaccuracy of any representation of warranty made hereunder), performance or non-performance of its obligations under this Agreement.

(b) Seller shall indemnify, defend and hold harmless Buyer and its Affiliates, directors, officers, employees from and against all claims, demands, losses, liabilities, penalties, and expenses (including reasonable attorneys' fees) in connection with any claims of infringement upon or violation of any trade secret, trademark, trade name, copyright, patent, or other intellectual property rights of any third party by equipment, software, applications or programs (or any portion of same) used in connection with the Facility (an "**IP Indemnity Claim**").

(c) Nothing in this Section 16.1 shall enlarge or relieve Seller or Buyer of any liability to the other for any breach of this Agreement. Neither Party shall be indemnified for its damages resulting from its sole negligence, intentional acts or willful misconduct. These indemnity provisions shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy.

16.2 **Claims**. Promptly after receipt by a Party of any claim or Notice of the commencement of any action, administrative, or legal proceeding, or investigation as to which the indemnity provided for in this Article 16 may apply, the Indemnified Party shall notify the Indemnifying Party in writing of such fact. The Indemnifying Party shall assume the defense thereof with counsel designated by the Indemnifying Party and satisfactory to the Indemnified Party, *provided*, if the defendants in any such action include both the Indemnified Party and the Indemnifying Party and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to, or inconsistent with, those available to the Indemnifying Party, the Indemnified Party shall have the right to select and be represented by separate counsel, at the Indemnifying Party's expense, unless a liability insurer is willing to pay such costs. If the Indemnifying Party fails to assume the defense of a claim meriting indemnification, the Indemnified Party may at the expense of the Indemnifying Party contest, settle, or pay such claim, *provided* that settlement or full payment of any such claim may be made only following consent of the Indemnifying Party or, absent such consent, written opinion of the Indemnified Party's counsel that such claim is meritorious or warrants settlement. Except as otherwise provided in this Article 16, in the event that a Party is obligated to indemnify and hold the other Party and its successors and assigns harmless under this Article 16, the amount owing to the Indemnified Party will be the amount of the Indemnified Party's damages net of any insurance proceeds received by the Indemnified Party following a reasonable effort by the Indemnified Party to obtain such insurance proceeds.

ARTICLE 17 INSURANCE

17.1 **Insurance**.

(a) **General Liability**. Seller shall maintain, or cause to be maintained at its sole expense, (i) commercial general liability insurance, including products and completed operations and personal & advertising injury insurance, in a minimum amount of Two Million Dollars

(\$2,000,000) per occurrence, and an annual aggregate of not less than Five Million Dollars (\$5,000,000), which provides contractual liability in said amount, specifically covering Seller's liabilities arising under this Agreement and including Buyer as an additional insured; and (ii) an umbrella insurance policy in a minimum limit of liability of Ten Million Dollars (\$10,000,000). Defense costs shall be provided as an additional benefit and not included within the limits of liability. Such insurance shall contain standard cross-liability and severability of interest provisions. For clarity, limits of liability under this Section 17.1(a) may be met with umbrella/excess liability policies.

(b) Employer's Liability Insurance. Employers' Liability insurance shall not be less than One Million Dollars (\$1,000,000.00) for injury or death occurring as a result of each accident. With regard to bodily injury by disease, the One Million Dollar (\$1,000,000) policy limit will apply to each employee.

(c) Workers Compensation Insurance. Seller, if it has employees, shall also maintain at all times during the Contract Term workers' compensation and employers' liability insurance coverage in accordance with applicable requirements of Law.

(d) Business Auto Insurance. Seller shall maintain at all times during the Contract Term business auto insurance for bodily injury and property damage with limits of One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of Seller's use of all owned (if any), non-owned and hired vehicles, including trailers or semi-trailers in the performance of the Agreement.

(e) Construction All-Risk Insurance. Seller shall maintain or cause to be maintained during the construction of the Facility prior to the Commercial Operation Date, construction all-risk form property insurance covering the Facility during such construction periods, and naming Seller (and Lender if any) as the loss payee.

(f) Contractor Insurance. Seller shall require the contractor under its engineering, procurement, and construction contract for the Facility and each other contractor Seller directly contracts with in connection with the Facility to carry (i) commercial general liability insurance with liability limits not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate; (ii) workers' compensation insurance and employers' liability coverage in accordance with applicable requirements of Law; and (iii) business auto insurance for bodily injury and property damage with limits no less than one million dollars (\$1,000,000) per occurrence. The contractors shall name Seller as an additional insured (except for workers' compensation) to insurance carried pursuant to clauses (f)(i) and (f)(iii). The contractors shall provide a primary endorsement and a waiver of subrogation to Seller for the required coverage pursuant to this Section 17.1(f).

(g) Evidence of Insurance. Within thirty (30) days after execution of the Agreement and upon annual renewal thereafter, Seller shall deliver to Buyer certificates of insurance evidencing such coverage. Such certificates shall specify that Buyer shall be given at least ten (10) days prior Notice by Seller in the event of any material modification, cancellation or termination of coverage. Such insurance shall be primary coverage without right of contribution from any insurance of Buyer. Any other insurance maintained by Seller is for the exclusive benefit

of Seller and shall not in any manner inure to the benefit of Buyer. The general liability, auto liability and worker's compensation policies shall be endorsed with a waiver of subrogation in favor of Buyer for all work performed by Seller, its employees, agents and sub-contractors.

(h) Failure to Comply with Insurance Requirements. If Seller fails to comply with any of the provisions of this Article 17, then, without restricting Buyer's remedies under Article 11, applicable Law or otherwise, Seller shall (in accordance with the applicable provisions of Section 16.2) indemnify and defend Buyer against all claims and liabilities for which, and to the same extent that, Buyer would have been covered by Seller's insurance pursuant to this Article 17 if Seller had not failed to comply with the provisions of this Article 17.

ARTICLE 18 CONFIDENTIAL INFORMATION

18.1 Definition of Confidential Information. The following constitutes "**Confidential Information**," whether oral or written which is delivered by Seller to Buyer or by Buyer to Seller including: (a) the terms and conditions of, and proposals and negotiations related to, this Agreement, and (b) information that either Seller or Buyer stamps or otherwise identifies as "confidential" or "proprietary" before disclosing it to the other. Confidential Information does not include (i) information that was publicly available at the time of the disclosure, other than as a result of a disclosure in breach of this Agreement; (ii) information that becomes publicly available through no fault of the recipient after the time of the delivery; (iii) information that was rightfully in the possession of the recipient (without confidential or proprietary restriction) at the time of delivery or that becomes available to the recipient from a source not subject to any restriction against disclosing such information to the recipient; and (iv) information that the recipient independently developed without a violation of this Agreement.

18.2 Duty to Maintain Confidentiality. The Party receiving Confidential Information (the "**Receiving Party**") from the other Party (the "**Disclosing Party**") shall not disclose Confidential Information to a third party (other than the Party's employees, lenders, counsel, accountants, directors or advisors, or any such representatives of a Party's Affiliates, who have a need to know such information and have agreed to keep such terms confidential) except in order to comply with any applicable Law, regulation, or any exchange, control area or independent system operator rule or in connection with any court or regulatory proceeding applicable to such Party or any of its Affiliates; *provided*, each Party shall, to the extent practicable, use reasonable efforts to prevent or limit the disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation. The Parties agree and acknowledge that nothing in this Section 18.2 prohibits a Party from disclosing any one or more of the commercial terms of a transaction (other than the name of the other Party unless otherwise agreed to in writing by the Parties) to any industry price source for the purpose of aggregating and reporting such information in the form of a published energy price index.

The Parties acknowledge and agree that the Agreement and any transactions entered into in connection herewith are subject to the requirements of the California Public Records Act (Government Code Section 6250 et seq.). In order to designate information as confidential, the Disclosing Party must clearly stamp and identify the specific portion of the material designated with the word "Confidential." The Parties agree not to over-designate material as Confidential

Information. Over-designation includes stamping whole agreements, entire pages or series of pages as “Confidential” that clearly contain information that is not Confidential Information.

Upon request or demand of any third person or entity not a Party hereto to Buyer pursuant to the California Public Records Act for production, inspection and/or copying of Confidential Information (“**Requested Confidential Information**”), Buyer shall as soon as practical notify Seller in writing via email that such request has been made. Seller shall be solely responsible for taking at its sole expense whatever legal steps are necessary to prevent release of the Requested Confidential Information to the third party by Buyer. If Seller takes no such action after receiving the foregoing notice from Buyer, Buyer shall, at its discretion, be permitted to comply with the third party’s request or demand and is not required to defend against it. If Seller does take or attempt to take such action, Buyer shall provide timely and reasonable cooperation to Seller, if requested by Seller, and Seller agrees to indemnify and hold harmless Buyer, its officers, employees and agents (“**Buyer’s Indemnified Parties**”), from any claims, liability, award of attorneys’ fees, or damages, and to defend any action, claim or lawsuit brought against any of Buyer’s Indemnified Parties for Buyer’s refusal to disclose any Requested Confidential Information.

18.3 **Irreparable Injury; Remedies.** Receiving Party acknowledges that its obligations hereunder are necessary and reasonable in order to protect Disclosing Party and the business of Disclosing Party, and expressly acknowledges that monetary damages would be inadequate to compensate Disclosing Party for any breach or threatened breach by Receiving Party of any covenants and agreements set forth herein. Accordingly, Receiving Party acknowledges that any such breach or threatened breach will cause irreparable injury to Disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Disclosing Party will be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

18.4 **Further Permitted Disclosure.** Notwithstanding anything to the contrary in this Article 18, Confidential Information may be disclosed by the Receiving Party to any of its agents, consultants, contractors, trustees, or actual or potential financing parties (including, in the case of Seller, its Lender(s)), so long as such Person to whom Confidential Information is disclosed agrees in writing to be bound by confidentiality provisions that are at least as restrictive as this Article 18 to the same extent as if it were a Party.

18.5 **Press Releases.** Neither Party shall issue (or cause its Affiliates to issue) a press release regarding the transactions contemplated by this Agreement unless both Parties have agreed upon the contents of any such public statement.

ARTICLE 19 MISCELLANEOUS

19.1 **Entire Agreement; Integration; Exhibits.** This Agreement, together with the Cover Sheet and Exhibits attached hereto constitutes the entire agreement and understanding between Seller and Buyer with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits attached hereto are integral parts hereof and are made a part of this Agreement by

reference. The headings used herein are for convenience and reference purposes only. In the event of a conflict between the provisions of this Agreement and those of the Cover Sheet or any Exhibit, the provisions of first the Cover Sheet, and then this Agreement shall prevail, and such Exhibit shall be corrected accordingly. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

19.2 **Amendments.** This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Seller and Buyer; *provided*, this Agreement may not be amended by electronic mail communications.

19.3 **No Waiver.** Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default.

19.4 **No Agency, Partnership, Joint Venture or Lease.** Seller and the agents and employees of Seller shall, in the performance of this Agreement, act in an independent capacity and not as officers or employees or agents of Buyer. Under this Agreement, Seller and Buyer intend to act as energy seller and energy purchaser, respectively, and do not intend to be treated as, and shall not act as, partners in, co-venturers in or lessor/lessee with respect to the Facility or any business related to the Facility. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement) and/or, to the extent set forth herein, any Lender and/or Indemnified Party.

19.5 **Severability.** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the Parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby. The Parties shall, however, use their best endeavors to agree on the replacement of the void, illegal or unenforceable provision(s) with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and this Agreement as a whole.

19.6 **Mobile-Sierra.** Notwithstanding any other provision of this Agreement, neither Party shall seek, nor shall they support any third party seeking, to prospectively or retroactively revise the rates, terms or conditions of service of this Agreement through application or complaint to FERC pursuant to the provisions of Section 205, 206 or 306 of the Federal Power Act, or any other provisions of the Federal Power Act, absent prior written agreement of the Parties. Further, absent the prior written agreement in writing by both Parties, the standard of review for changes to the rates, terms or conditions of service of this Agreement proposed by a Party shall be the “public interest” standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956). Changes proposed by a non-Party or FERC acting *sua sponte* shall be subject to the most stringent standard permissible under applicable Law.

19.7 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and each of which shall be deemed an original.

19.8 **Electronic Delivery.** This Agreement may be duly executed and delivered by a Party by electronic format (including portable document format (.pdf)) delivery of the signature page of a counterpart to the other Party.

19.9 **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

19.10 **No Recourse to Members of Buyer.** Buyer is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to its Joint Powers Agreement and is a public entity separate from its constituent members. Buyer shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Seller shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Buyer's constituent members, or the employees, directors, officers, consultants or advisors of Buyer or its constituent members, in connection with this Agreement.

19.11 **Forward Contract.** The Parties acknowledge and agree that this Agreement constitutes a "forward contract" within the meaning of the U.S. Bankruptcy Code, and Buyer and Seller are "forward contract merchants" within the meaning of the U.S. Bankruptcy Code. Each Party further agrees that, for all purposes of this Agreement, each Party waives and agrees not to assert the applicability of the provisions of 11 U.S.C. § 366 in any Bankruptcy proceeding wherein such Party is a debtor. In any such proceeding, each Party further waives the right to assert that the other Party is a provider of last resort to the extent such term relates to 11 U.S.C. §366 or another provision of 11 U.S.C. § 101-1532.

19.12 **Change in Electric Market Design.** If a change in the CAISO Tariff renders this Agreement or any provisions hereof incapable of being performed or administered, then any Party may request that Buyer and Seller enter into negotiations to make the minimum changes to this Agreement necessary to make this Agreement capable of being performed and administered, while attempting to preserve to the maximum extent possible the benefits, burdens, and obligations set forth in this Agreement as of the Effective Date. Upon delivery of such a request, Buyer and Seller shall engage in such negotiations in good faith. If Buyer and Seller are unable, within sixty (60) days after delivery of such request, to agree upon changes to this Agreement or to resolve issues relating to changes to this Agreement, then any Party may submit issues pertaining to changes to this Agreement to the dispute resolution process set forth in Article 15. Notwithstanding the foregoing, (i) a change in cost shall not in and of itself be deemed to render this Agreement or any of the provisions hereof incapable of being performed or administered, and (ii) all of the unaffected provisions of this Agreement shall remain in full force and effect during any period of such negotiation or dispute resolution.

19.13 **Further Assurances.** Each of the Parties hereto agrees to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

ARICA SOLAR, LLC

By: _____
Name: _____
Title: _____

CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA, a California joint powers authority

By: _____
Name: _____
Title: _____

EXHIBIT A

FACILITY DESCRIPTION

Site Name: Arica Project

Site includes all or some of the following APNs:

810110014
811160006
811160014
811190010
811190011
811190012
811190015
811190016
811211001
811211002
811212001
811222001
811231006
811190017

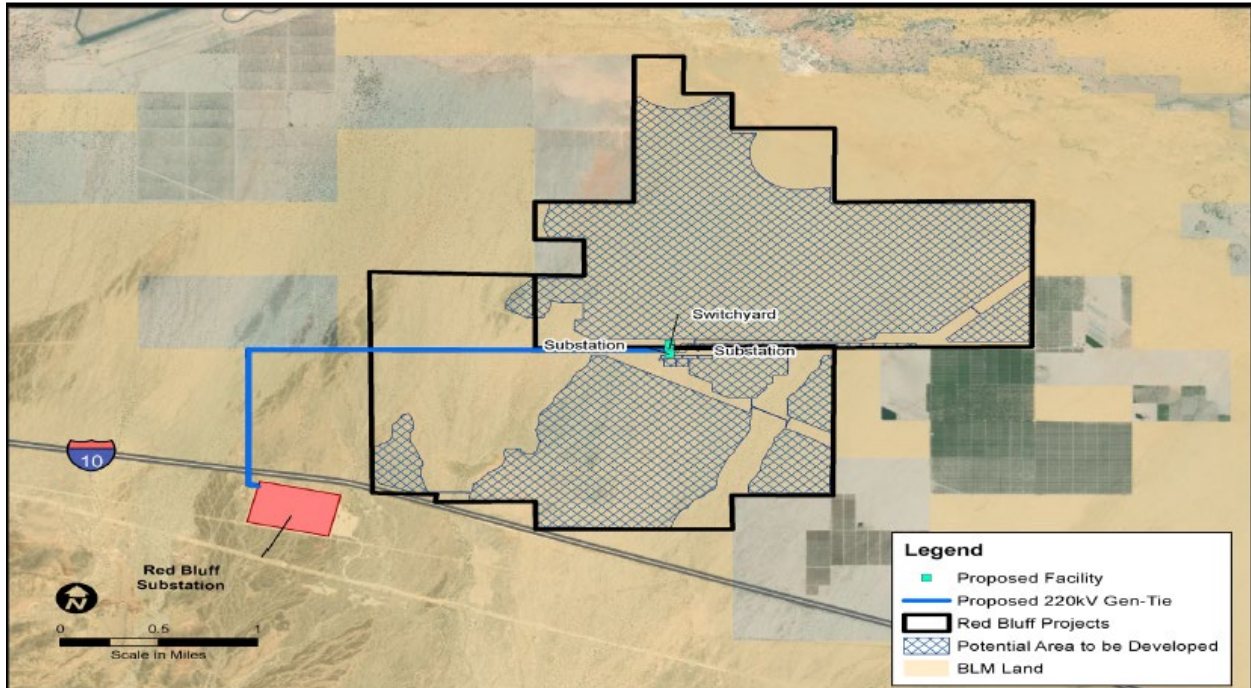
City: Desert Center

County: Riverside County

Zip Code: 92239

Latitude and Longitude: 33.698958, -115.312892

Facility Description: A dedicated and separately metered 93.5 MW AC portion of an approximately 263 MW AC solar photovoltaic generating facility, along with a dedicated and separately metered 71 MW/284 MWh battery energy storage facility, all located in Riverside County, in the State of California, as depicted on the following Site Diagram, and subject to adjustments as described in Sections 2.5, 2.6, 2.7 and Section 5 of Exhibit B.



Delivery Point: Southern California Edison’s Red Bluff substation

Generating Facility Metering Points: See [Exhibit R](#)

Storage Facility Metering Points: See [Exhibit R](#)

P-node: As established by CAISO NRI process

Transmission Provider: Southern California Edison

Additional Information: n/a

EXHIBIT B

FACILITY CONSTRUCTION AND COMMERCIAL OPERATION

1. Construction of the Facility.

- a. **“Construction Start”** will occur upon Seller’s acquisition of all applicable regulatory authorizations, approvals and permits for the commencement of construction of the Facility, and once Seller has engaged all contractors and ordered all essential equipment and supplies as, in each case, can reasonably be considered necessary so that physical construction of the Facility may begin and proceed to completion without foreseeable interruption of material duration, and has executed an engineering, procurement, and construction contract and issued thereunder a notice to proceed that authorizes the contractor to mobilize to Site and begin physical construction of the Facility at the Site. The date of Construction Start will be evidenced by and subject to Seller’s delivery to Buyer of a certificate substantially in the form attached as Exhibit J hereto, and the date certified therein shall be the **“Construction Start Date.”** Seller shall cause Construction Start to occur no later than the Guaranteed Construction Start Date.
- b. Seller may extend the Guaranteed Construction Start Date by paying Daily Delay Damages to Buyer for each day Seller desires to extend the Guaranteed Construction Start Date, not to exceed a total of one hundred twenty (120) days of extensions by such payment of Daily Delay Damages. On or before the date that is ten (10) days prior to the then-current Guaranteed Construction Start Date, Seller shall provide notice and payment to Buyer of the Daily Delay Damages for the number of days of extension to the Guaranteed Construction Start Date and, effective upon such notice, the Guaranteed Construction Start Date shall be automatically extended for the number of days included in such notice. Seller may extend the Guaranteed Construction Start Date more than once by the payment of Daily Delay Damages, provided the total duration of such delays shall not exceed one hundred twenty (120) days. If Seller achieves Construction Start on or before the Guaranteed Construction Start Date, as extended by the payment of Daily Delay Damages, Buyer shall refund to Seller the Daily Delay Damages for each day Seller achieves Construction Start prior to the Guaranteed Construction Start Date times the Daily Delay Damages, not to exceed the total amount of Daily Delay Damages paid by Seller pursuant to this Section 1(b). Additionally, if Seller achieves Commercial Operation on or before the Guaranteed Commercial Operation Date (not including any extensions to such date resulting from Seller’s payment of Commercial Operation Delay Damages, but as may be extended pursuant to a Development Cure Period), then Buyer shall refund to Seller all Daily Delay Damages paid by Seller and not previously refunded by Buyer.

2. **Commercial Operation of the Facility.** **“Commercial Operation”** means the condition existing when Seller has fulfilled all of the conditions precedent in Section 2.2 of the Agreement and provided Notice from a Licensed Professional Engineer to Buyer substantially in the form of Exhibit H (the **“COD Certificate”**).

- a. Seller shall cause Commercial Operation for the Facility to occur by the Guaranteed Commercial Operation Date. Seller shall notify Buyer that it intends to achieve Commercial Operation at least sixty (60) days before the anticipated Commercial Operation Date.
 - b. Seller may extend the Guaranteed Commercial Operation Date by paying Commercial Operation Delay Damages to Buyer for each day Seller desires to extend the Guaranteed Commercial Operation Date, not to exceed a total of ninety (90) days of extensions by such payment of Commercial Operation Delay Damages. On or before the date that is ten (10) days prior to the then-current Guaranteed Commercial Operation Date, Seller shall provide Notice and payment to Buyer of the Commercial Operation Delay Damages for the number of days of extension to the Guaranteed Commercial Operation Date. Seller may extend the Guaranteed Commercial Operation Date more than once by the payment of Commercial Operation Delay Damages, provided the total duration of such delays shall not exceed ninety (90) days. If Seller achieves Commercial Operation prior to the Guaranteed Commercial Operation Date as extended by the payment of Commercial Operation Delay Damages, Buyer shall refund to Seller the Commercial Operation Delay Damages for each day Seller achieves Commercial Operation prior to the Guaranteed Commercial Operation Date times the Commercial Operation Delay Damages, not to exceed the total amount of Commercial Operation Delay Damages paid by Seller pursuant to this Section 2(b). If a Development Cure Period overlaps any days for which Seller has paid Commercial Operation Delay Damages to extend the Guaranteed Commercial Operation Date, Buyer shall refund to Seller the Commercial Operation Delay Damages for each such day, not to exceed the total amount of Commercial Operation Delay Damages paid by Seller pursuant to this Section 2(b).
3. **Termination for Failure to Achieve Commercial Operation.** If the Facility has not achieved Commercial Operation on or before the Guaranteed Commercial Operation Date (as may be extended hereunder), Buyer may elect to terminate this Agreement in accordance with Sections 11.1(b)(ii) and 11.2.
4. **Extension of the Guaranteed Dates.** The Guaranteed Construction Start Date and the Guaranteed Commercial Operation Date shall, subject to notice and documentation requirements set forth below, be automatically extended on a day-for-day basis (the “**Development Cure Period**”) for the duration of any and all delays arising out of the following circumstances to the extent such circumstances are not the result of Seller’s failure to take all commercially reasonable actions to meet its requirements and deadlines:
 - a. Seller has not acquired by the Expected Construction Start Date all material permits, consents, licenses, approvals, or authorizations from any Governmental Authority required for Seller to own, construct, interconnect, operate or maintain the Facility and to permit Seller and the Facility to make available and sell Product, despite the exercise of diligent and commercially reasonable efforts by Seller; or
 - b. a Force Majeure Event occurs; or

- c. the Interconnection Facilities or Reliability Network Upgrades are not complete and ready for the Facility to connect and sell Product at the Delivery Point by the Guaranteed Commercial Operation Date, despite the exercise of diligent and commercially reasonable efforts by Seller; or
- d. Buyer has not made all necessary arrangements to receive the Facility Energy at the Delivery Point by the Guaranteed Commercial Operation Date.

Notwithstanding anything in this Agreement to the contrary, the cumulative extensions granted under the Development Cure Period shall not exceed one hundred eighty (180) days for any reason, including a Force Majeure Event, and the cumulative extensions granted to the Guaranteed Commercial Operation Date by the payment of Commercial Operation Delay Damages and any Development Cure Period(s) (other than the extensions granted pursuant to clause 4(d) above) shall not exceed two hundred seventy (270) days. Upon request from Buyer, Seller shall provide documentation demonstrating to Buyer's reasonable satisfaction that the delays described above did not result from Seller's actions or failure to take commercially reasonable actions.

5. **Failure to Reach Guaranteed PV Capacity or Guaranteed Storage Capacity.**

- a. *Guaranteed PV Capacity.* If, at Commercial Operation, the Installed PV Capacity is less than one hundred percent (100%) of the Guaranteed PV Capacity, Seller shall have ninety (90) days after the Commercial Operation Date to install additional capacity and/or Network Upgrades such that the Installed PV Capacity is equal to (but not greater than) the Guaranteed PV Capacity, and Seller shall provide to Buyer a new certificate substantially in the form attached as Exhibit I-1 hereto specifying the new Installed PV Capacity. If Seller fails to construct the Guaranteed PV Capacity by such date, Seller shall pay "**PV Capacity Damages**" to Buyer, in an amount equal to Two Hundred Fifty Thousand Dollars (\$250,000) for each MW that the Guaranteed PV Capacity exceeds the Installed PV Capacity.
- b. *Guaranteed Storage Capacity.* If, at Commercial Operation, the Installed Storage Capacity is less than one hundred percent (100%) of the Guaranteed Storage Capacity, Seller shall have ninety (90) days after the Commercial Operation Date to install additional capacity and/or Network Upgrades such that the Installed Storage Capacity is equal to (but not greater than) one hundred percent (100%) of the Guaranteed Storage Capacity, and Seller shall provide to Buyer a new certificate substantially in the form attached as Exhibit I-1 hereto specifying the new Installed Storage Capacity. If Seller fails to construct the Guaranteed Storage Capacity by such date, Seller shall pay "**Storage Capacity Damages**" to Buyer, in an amount equal to Two Hundred Fifty Thousand Dollars (\$250,000) for each MW at four hours of continuous discharge that the Guaranteed Storage Capacity exceeds the Installed Storage Capacity.

Capacity Damages shall not be offset or reduced by the payment of Development Security, Performance Security, Delay Damages, or any other form of liquidated damages under this Agreement.

6. **Buyer's Right to Draw on Development Security.** If Seller fails to timely pay any Daily Delay Damages or Commercial Operation Delay Damages, Buyer may draw upon the Development Security to satisfy Seller's payment obligation thereof.

EXHIBIT C

COMPENSATION

Buyer shall compensate Seller for the Product in accordance with this Exhibit C.

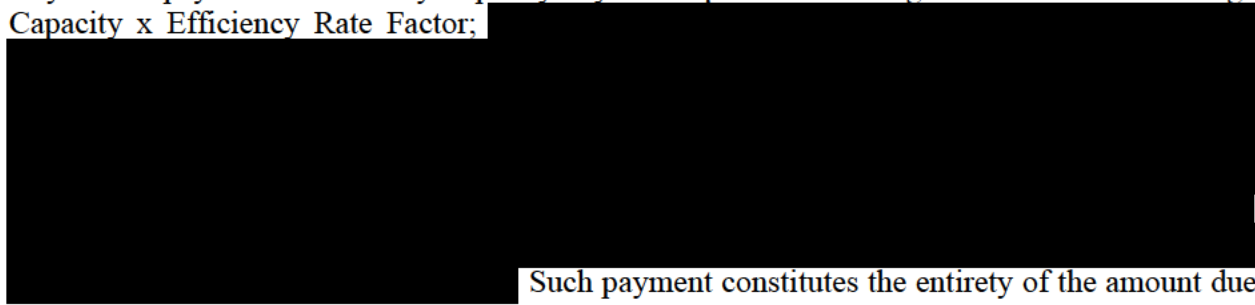
(a) Renewable Rate. Buyer shall pay Seller the Renewable Rate for each MWh of PV Energy, plus Deemed Delivered Energy, if any, up to one hundred fifteen percent (115%) of the Expected Energy for such Contract Year.

(b) Excess Contract Year Deliveries Over 115%. Notwithstanding the foregoing, if at any point in any Contract Year, the amount of PV Energy plus Deemed Delivered Energy exceeds one hundred fifteen percent (115%) of the Expected Energy for such Contract Year, the price to be paid for additional PV Energy and/or Deemed Delivered Energy shall be \$0.00/MWh.

(c) Excess Settlement Interval Deliveries. If during any Settlement Interval, Seller delivers PV Energy in excess of the product of the Guaranteed PV Capacity and the duration of the Settlement Interval, expressed in hours ("**Excess MWh**"), then the price applicable to all such Excess MWh in such Settlement Interval shall be zero dollars (\$0), and if there is a Negative LMP during such Settlement Interval, Seller shall pay to Buyer an amount equal to the absolute value of the Negative LMP times such Excess MWh.

(d) Monthly Capacity Payment.

(i) Each month of the Delivery Term (and pro-rated for the first and last month of the Delivery Term if the Delivery Term does not start on the first day of a calendar month), Buyer shall pay Seller a Monthly Capacity Payment equal to the Storage Rate x Effective Storage Capacity x Efficiency Rate Factor;



Such payment constitutes the entirety of the amount due to Seller from Buyer for the Storage Product. If the Effective Storage Capacity and/or Efficiency Rate are adjusted pursuant to a Storage Capacity Test other than on the first day of a calendar month, payment shall be calculated separately for each portion of the month in which the different Effective Storage Capacity and/or Efficiency Rate are applicable.

"Efficiency Rate Factor" means:

(A) If the Efficiency Rate is greater than or equal to the Guaranteed Efficiency Rate, then:

Efficiency Rate Factor = 100%

- (B) If the Efficiency Rate is less than the Guaranteed Efficiency Rate, but greater than or equal to 75%, then:

$$\text{Efficiency Rate Factor} = 100\% - [(\text{Guaranteed Efficiency Rate} - \text{Efficiency Rate}) \times .5]$$

- (C) If the Efficiency Rate is less than 75%, then:

$$\text{Efficiency Rate Factor} = 0$$

(ii) **Storage Capacity Availability Payment True-Up.** Each month during the Delivery Term, Buyer shall calculate the year-to-date (YTD) Annual Storage Capacity Availability for the applicable Contract Year in accordance with Exhibit P. If (A) such YTD Annual Storage Capacity Availability is less than ninety percent (90%), or (B) the final Annual Storage Capacity Availability is less than the Guaranteed Storage Availability, Buyer shall (1) withhold the Storage Capacity Availability Payment True-Up Amount from the next Monthly Capacity Payment(s) (the “**Storage Capacity Availability Payment True-Up**”), and (2) provide Seller with a written statement of the calculation of the YTD Annual Storage Capacity Availability and the Storage Capacity Availability Payment True-Up Amount; *provided*, if the Storage Capacity Availability Payment True-Up Amount is a negative number for any month prior to the final year-end Storage Capacity Availability Payment True-Up calculation, Buyer shall not be obligated to reimburse Seller any previously withheld Storage Capacity Availability Payment True-Up Amount, except as set forth in the following sentence. If Buyer withholds any Storage Capacity Availability Payment True-Up Amount pursuant to this subsection (d)(ii), and if the final year-end Storage Capacity Availability Payment True-Up Amount is a negative number, Buyer shall pay to Seller the positive value of such amount together with the next Monthly Capacity Payment due to Seller.

“**Storage Capacity Availability Payment True-Up Amount**” means an amount equal to $A \times B - C$, where:

A = The sum of the year-to-date Monthly Capacity Payments

B = The Capacity Availability Factor

C = The sum of any Storage Capacity Availability Payment True-Up Amounts previously withheld by Buyer in the applicable Contract Year.

“**Capacity Availability Factor**” means:

- (A) If the YTD Annual Storage Capacity Availability times the Effective Storage Capacity is equal to or greater than the Guaranteed Storage Availability times the Effective Storage Capacity, then:

$$\text{Capacity Availability Factor} = 0$$

- (B) If the YTD Annual Storage Capacity Availability times the Effective Storage Capacity is less than the Guaranteed Storage Availability times the Effective

Storage Capacity, but greater than or equal to seventy percent (70%) of the Installed Storage Capacity, or if the sum of (a) YTD Annual Storage Capacity Availability and (b) Force Majeure Unavailability times the Effective Storage Capacity is less than the Guaranteed Storage Availability times the Effective Storage Capacity, but greater than or equal to seventy percent (70%) of the Installed Storage Capacity, then:

$$\text{Capacity Availability Factor} = \frac{\text{Guaranteed Storage Availability} - \text{YTD Annual Storage Capacity Availability}}{\text{Effective Storage Capacity}}$$

- (C) If the sum of (a) YTD Annual Storage Capacity Availability and (b) Force Majeure Unavailability times the Effective Storage Capacity is less than seventy percent (70%) of the Installed Storage Capacity, then:

$$\text{Capacity Availability Factor} = \left(\frac{\text{Guaranteed Storage Availability} - \text{YTD Annual Storage Capacity Availability}}{\text{Effective Storage Capacity}} \right) * 2.0 - \text{Force Majeure Unavailability}$$

“Force Majeure Unavailability” means total YTD unavailable Calculation Intervals that resulted from a Force Majeure Event for which Seller is the claiming party divided by the total YTD Calculation Intervals.

- (e) Test Energy. Test Energy is compensated in accordance with Section 3.6.

(f) Tax Credits. The Parties agree that the neither the Renewable Rate, the Storage Rate nor the Test Energy Rate are subject to adjustment or amendment if Seller fails to receive any Tax Credits, or if any Tax Credits expire, are repealed or otherwise cease to apply to Seller or the Facility in whole or in part, or Seller or its investors are unable to benefit from any Tax Credits. Seller shall bear all risks, financial and otherwise, throughout the Contract Term, associated with Seller’s or the Facility’s eligibility to receive Tax Credits or to qualify for accelerated depreciation for Seller’s accounting, reporting or Tax purposes. The obligations of the Parties hereunder, including those obligations set forth herein regarding the purchase and price for and Seller’s obligation to deliver Facility Energy and Product, shall be effective regardless of whether construction of the Facility (or any portion thereof) or the sale of Facility Energy is eligible for, or receives Tax Credits during the Contract Term.

EXHIBIT D

SCHEDULING COORDINATOR RESPONSIBILITIES

(i) Buyer as Scheduling Coordinator for the Facility. Upon Initial Synchronization of the Facility to the CAISO Grid, Buyer shall be the Scheduling Coordinator or designate a qualified third party to provide Scheduling Coordinator services with the CAISO for the Facility for both the delivery and the receipt of Test Energy and the Product at the Delivery Point. At least thirty (30) days prior to the Initial Synchronization of the Facility to the CAISO Grid, (i) Seller shall take all actions and execute and deliver to Buyer and the CAISO all documents necessary to authorize or designate Buyer (or Buyer's designee) as the Scheduling Coordinator for the Facility effective as of the Initial Synchronization of the Facility to the CAISO Grid, and (ii) Buyer shall, and shall cause its designee to, take all actions and execute and deliver to Seller and the CAISO all documents necessary to authorize or designate Buyer or its designee as the Scheduling Coordinator for the Facility effective as of the Initial Synchronization of the Facility to the CAISO Grid. On and after Initial Synchronization of the Facility to the CAISO Grid, Seller shall not authorize or designate any other party to act as the Facility's Scheduling Coordinator, nor shall Seller perform for its own benefit the duties of Scheduling Coordinator, and Seller shall not revoke Buyer's authorization to act as the Facility's Scheduling Coordinator unless agreed to by Buyer. Buyer (as the Facility's SC) shall submit bids to the CAISO in accordance with this Agreement and the applicable CAISO Tariff, protocols and Scheduling practices for Product on a day-ahead, hour-ahead, fifteen-minute market, real-time or other market basis that may develop after the Effective Date, as determined by Buyer.

(ii) Notices. Buyer (as the Facility's SC) shall provide Seller with access to a web-based system through which Seller shall submit to Buyer and the CAISO all notices and updates required under the CAISO Tariff regarding the Facility's status, including, but not limited to, all outage requests, forced outages, forced outage reports, clearance requests, or must offer waiver forms. Seller shall cooperate with Buyer to provide such notices and updates. If the web-based system is not available, Seller shall promptly submit such information to Buyer and the CAISO by (in order of preference) telephonically or electronic mail to the personnel designated to receive such information.

(iii) CAISO Costs and Revenues. Except as otherwise set forth below, Buyer (as Scheduling Coordinator for the Facility) shall be responsible for CAISO costs (including penalties, Imbalance Energy costs or revenues, and other charges) and shall be entitled to all CAISO revenues (including credits, Imbalance Energy revenues or costs, and other payments), including revenues associated with CAISO dispatches, bid cost recovery, Inter-SC Trade credits, or other credits in respect of the Product Scheduled or delivered from the Facility. Seller shall be responsible for all CAISO penalties resulting from any failure by Seller to abide by the CAISO Tariff or the outage notification requirements set forth in this Agreement (except to the extent such non-compliance is caused by Buyer's failure to perform its duties as Scheduling Coordinator for the Facility). The Parties agree that any Availability Incentive Payments (as defined in the CAISO Tariff) are for the benefit of Seller and for Seller's account and that any Non-Availability Charges (as defined in the CAISO Tariff) are the responsibility of Seller and for Seller's account. In addition, if during the Delivery Term, the CAISO implements or has implemented any sanction or penalty related to scheduling, outage reporting, or generator operation, and any such sanctions or penalties are

imposed upon the Facility or to Buyer as Scheduling Coordinator due to failure by Seller to abide by the CAISO Tariff or the outage notification requirements set forth in this Agreement, the cost of the sanctions or penalties shall be Seller's responsibility.

(iv) CAISO Settlements. Buyer (as the Facility's SC) shall be responsible for all settlement functions with the CAISO related to the Facility. Buyer shall render a separate invoice to Seller for any CAISO payments, charges or penalties ("CAISO Charges Invoice") for which Seller is responsible under this Agreement. CAISO Charges Invoices shall be rendered after settlement information becomes available from the CAISO that identifies any CAISO charges. Notwithstanding the foregoing, Seller acknowledges that the CAISO will issue additional invoices reflecting CAISO adjustments to such CAISO charges. Buyer shall review, validate, and if requested by Seller under paragraph (e) below, dispute any charges that are the responsibility of Seller in a timely manner and consistent with Buyer's existing settlement processes for charges that are Buyer's responsibilities. Subject to Seller's right to dispute and to have Buyer pursue the dispute of any such invoices, Seller shall pay the amount of CAISO Charges Invoices within ten (10) Business Days of Seller's receipt of the CAISO Charges Invoice. If Seller fails to pay such CAISO Charges Invoice within that period, Buyer may net or offset any amounts owing to it for such CAISO Charges Invoices against any future amounts it may owe to Seller under this Agreement. The obligations under this Section with respect to payment of CAISO Charges Invoices shall survive the expiration or termination of this Agreement.

(v) Dispute Costs. Buyer (as the Facility's SC) may be required by Seller to dispute CAISO settlements in respect of the Facility. Seller agrees to pay Buyer's costs and expenses (including reasonable attorneys' fees) associated with its involvement with such CAISO disputes to the extent they relate to CAISO charges payable by Seller with respect to the Facility that Seller has directed Buyer to dispute.

(vi) Terminating Buyer's Designation as Scheduling Coordinator. At least thirty (30) days prior to expiration of this Agreement or as soon as reasonably practicable upon an earlier termination of this Agreement, the Parties will take all actions necessary to terminate the designation of Buyer as Scheduling Coordinator for the Facility as of 11:59 p.m. on such expiration date.

(vii) Master Data File and Resource Data Template. Seller shall provide the data to the CAISO (and to Buyer) that is required for the CAISO's Master Data File and Resource Data Template (or successor data systems) for the Facility consistent with this Agreement. Neither Party shall change such data without the other Party's prior written consent.

(viii) NERC Reliability Standards. Buyer (as Scheduling Coordinator) shall cooperate reasonably with Seller to the extent necessary to enable Seller to comply, and for Seller to demonstrate Seller's compliance with, NERC reliability standards. This cooperation shall include the provision of information in Buyer's possession that Buyer (as Scheduling Coordinator) has provided to the CAISO related to the Facility or actions taken by Buyer (as Scheduling Coordinator) related to Seller's compliance with NERC reliability standards.

EXHIBIT E

PROGRESS REPORTING FORM

Each Progress Report must include the following items:

1. Executive Summary.
2. Facility description.
3. Site plan of the Facility.
4. Description of any material planned changes to the Facility or the Site.
5. Gantt chart schedule showing progress on achieving each of the Milestones.
6. Summary of activities during the previous calendar quarter or month, as applicable, including any OSHA labor hour reports.
7. Forecast of activities scheduled for the current calendar quarter.
8. Written description about the progress relative to Seller's Milestones, including whether Seller has met or is on target to meet the Milestones.
9. List of issues that are reasonably likely to affect Seller's Milestones.
10. A status report of start-up activities including a forecast of activities ongoing and after start-up, a report on Facility performance including performance projections for the next twelve (12) months.
11. Progress and schedule of all material agreements, contracts, permits, approvals, technical studies, financing agreements and major equipment purchase orders showing the start dates, completion dates, and completion percentages.
12. Pictures, in sufficient quantity and of appropriate detail, in order to document construction and startup progress of the Facility, the interconnection into the Transmission System and all other interconnection utility services.
13. Workforce Development or Supplier Diversity Reporting (if applicable). Format to be provided by Buyer.
14. Any other documentation reasonably requested by Buyer.

EXHIBIT F-1

MONTHLY EXPECTED AVAILABLE GENERATING FACILITY CAPACITY

[MW Per Hour] – [*Insert Month*]

	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	24:00	
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The foregoing table is provided for informational purposes only, and it shall not constitute, or be deemed to constitute, an obligation of any of the Parties to this Agreement.

EXHIBIT F-2

MONTHLY EXPECTED PV ENERGY

[MWh Per Hour] – [*Insert Month*]

	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	24:00	
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The foregoing table is provided for informational purposes only, and it shall not constitute, or be deemed to constitute, an obligation of any of the Parties to this Agreement.

EXHIBIT F-3

MONTHLY EXPECTED AVAILABLE EFFECTIVE STORAGE CAPACITY

[MW Per Hour] – [*Insert Month*]

	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	24:00	
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The foregoing table is provided for informational purposes only, and it shall not constitute, or be deemed to constitute, an obligation of any of the Parties to this Agreement.

EXHIBIT F-4

MONTHLY EXPECTED AVAILABLE STORAGE CAPABILITY

[MWh Per Hour] – [*Insert Month*]

	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	24:00
Day 1																								
Day 2																								
Day 3																								
Day 4																								
Day 5																								
[insert additional rows for each day in the month]																								
Day 29																								
Day 30																								
Day 31																								

The foregoing table is provided for informational purposes only, and it shall not constitute, or be deemed to constitute, an obligation of any of the Parties to this Agreement.

EXHIBIT G

GUARANTEED ENERGY PRODUCTION DAMAGES CALCULATION

In accordance with Section 4.7, if Seller fails to achieve the Guaranteed Energy Production during any Performance Measurement Period, a liquidated damages payment shall be due from Seller to Buyer, calculated as follows:

$$[(A - B) * (C - D)] - (E + F)$$

where:

A = the Guaranteed Energy Production amount for the Performance Measurement Period, in MWh

B = the Adjusted Energy Production amount for the Performance Measurement Period, in MWh

C = Replacement price for the Performance Measurement Period, in \$/MWh, which is the sum of (a) the simple average of the Integrated Forward Market hourly price for all the hours in the Performance Measurement Period, as published by the CAISO, for the Existing Zone Generation Trading Hub (as defined in the CAISO Tariff) for the Delivery Point, plus (b) the market value of Replacement Green Attributes, provided that such value shall not be less than \$10/MWh nor greater than \$50/MWh

D = the Renewable Rate, in \$/MWh

E = The Energy Replacement Damages paid by Seller with respect to the immediately preceding Performance Measurement Period

F = The product of (a) the amount of Replacement Product in MWhs delivered by Seller in the immediately preceding Contract Year and (b) the price which is (C - D)

“Adjusted Energy Production” shall mean the sum of the following: PV Energy + Deemed Delivered Energy + Lost Output + Replacement Product.

“Replacement Energy” means energy produced by a facility other than the Facility, that is provided by Seller to Buyer as Replacement Product, in an amount equal to the amount of Replacement Green Attributes provided by Seller as Replacement Product for the same Performance Measurement Period.

“Replacement Green Attributes” means Renewable Energy Credits of the same Portfolio Content Category (i.e., PCC1) as the Green Attributes portion of the Product and of the same year of production as the Renewable Energy Credits that would have been generated by the Facility.

“Replacement Product” means (a) Replacement Energy and (b) Replacement Green Attributes, in an amount not to exceed the lower of (i) twenty percent (20%) of the Expected Energy for the previous Contract Year or (ii) ten percent (10%) of the sum of the annual average Expected Energy for the previous two Contract Years.

No payment shall be due if the calculation of (a) $(A - B)$, (b) $(C - D)$, or (c) $[(A - B) * (C - D)] - (E + F)$, yields a negative number. In no event will Buyer owe any payment to Seller pursuant to this Exhibit G.

Within sixty (60) days after each Contract Year, Buyer shall send Seller Notice of the amount of damages owing, if any, which shall be payable to Buyer before the later of (a) thirty (30) days of such Notice and (b) ninety (90) days after each Performance Measurement Period, *provided* that the amount of damages owing shall be adjusted to account for Replacement Product, if any, delivered after each applicable Performance Measurement Period.

EXHIBIT H

FORM OF COMMERCIAL OPERATION DATE CERTIFICATE

This certification (“**Certification**”) of Commercial Operation is delivered by _____ [*licensed professional engineer*] (“**Engineer**”) to Clean Power Alliance of Southern California, a California joint powers authority (“**Buyer**”) in accordance with the terms of that certain Renewable Power Purchase Agreement dated _____ (“**Agreement**”) by and between [*Seller*] and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

As of _____ [DATE]_____, Engineer hereby certifies and represents to Buyer the following:

1. The Generating Facility is fully operational, reliable and interconnected, fully integrated and synchronized with the Transmission System.

2. Seller has installed equipment for the Generating Facility with an Installed PV Capacity of no less than ninety-five percent (95%) of the Guaranteed PV Capacity.

3. Seller has installed equipment for the Storage Facility with an Installed Storage Capacity of no less than ninety-five percent (95%) of the Guaranteed Storage Capacity.

4. Authorization to parallel the Facility was obtained by the Transmission Provider, [Name of Transmission Provider as appropriate] on ___ [DATE]____.

5. The Transmission Provider has provided documentation supporting full unrestricted release for Commercial Operation by [Name of Transmission Provider as appropriate] on _____ [DATE]_____.

6. The CAISO has provided notification supporting Commercial Operation, in accordance with the CAISO Tariff on _____ [DATE]_____.

7. Seller has segregated and separately metered Station Use to the extent reasonably possible in accordance with Prudent Operating Practice, and any such meter(s) have the same or greater level of accuracy as is required for CAISO certified meters used for settlement purposes.

EXECUTED by [LICENSED PROFESSIONAL ENGINEER]

this _____ day of _____, 20__.

[LICENSED PROFESSIONAL ENGINEER]

By: _____

Its: _____

Date: _____

EXHIBIT I-1

FORM OF INSTALLED CAPACITY CERTIFICATE

This certification (“**Certification**”) of Installed Capacity and related characteristics of the Facility is delivered by [licensed professional engineer] (“**Engineer**”) to Clean Power Alliance of Southern California, a California joint powers authority (“**Buyer**”) in accordance with the terms of that certain Renewable Power Purchase Agreement dated _____ (“**Agreement**”) by and between [SELLER ENTITY] and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

I hereby certify the following:

(a) The installed nameplate capacity of the Generating Facility is __ MW AC (“**Installed PV Capacity**”);

(b) The Commercial Operation Storage Capacity Test conducted on [Date] demonstrated a maximum dependable operating capability to discharge electric energy of __ MW AC to the Delivery Point at four (4) hours of continuous discharge, in accordance with the testing procedures, requirements and protocols set forth in Section 4.9 and Exhibit O (the “**Installed Storage Capacity**”);

(c) The sum of (a) and (b) is __ MW AC and shall be the “**Installed Capacity**”; and

(d) Such Commercial Operation Storage Capacity Test demonstrated (i) a Battery Charging Factor of __%, (ii) a Battery Discharging Factor of __%, and (iii) an Efficiency Rate of __%, each in accordance with the testing procedures, requirements and protocols set forth in Section 4.9 and Exhibit O.

EXECUTED by [LICENSED PROFESSIONAL ENGINEER]

this _____ day of _____, 20__.

[LICENSED PROFESSIONAL ENGINEER]

By: _____

Its: _____

Date: _____

EXHIBIT I-2

FORM OF EFFECTIVE STORAGE CAPACITY CERTIFICATE

This certification (“**Certification**”) of Effective Storage Capacity and related characteristics of the Facility is delivered by [licensed professional engineer] (“**Engineer**”) to Clean Power Alliance of Southern California, a California joint powers authority (“**Buyer**”) in accordance with the terms of that certain Renewable Power Purchase Agreement dated _____ (“**Agreement**”) by and between [*SELLER ENTITY*] and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

I hereby certify the following:

(a) The Storage Capacity Test conducted on [Date] demonstrated a maximum dependable operating capability to discharge electric energy of __ MW AC to the Delivery Point at four (4) hours of continuous discharge, in accordance with the testing procedures, requirements and protocols set forth in Section 4.9 and Exhibit O of the Agreement (the “**Effective Storage Capacity**”); and

(b) Such Storage Capacity Test demonstrated (i) a Battery Charging Factor of __%, (ii) a Battery Discharging Factor of __%, and (iii) an Efficiency Rate of __%, each in accordance with the testing procedures, requirements and protocols set forth in Section 4.9 and Exhibit O.

EXECUTED by [LICENSED PROFESSIONAL ENGINEER]

this _____ day of _____, 20__.

[LICENSED PROFESSIONAL ENGINEER]

By: _____

Its: _____

Date: _____

EXHIBIT J

FORM OF CONSTRUCTION START DATE CERTIFICATE

This certification of Construction Start Date (“**Certification**”) is delivered by [SELLER ENTITY] (“**Seller**”) to Clean Power Alliance of Southern California, a California joint powers authority (“**Buyer**”) in accordance with the terms of that certain Renewable Power Purchase Agreement dated _____ (“**Agreement**”) by and between Seller and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

Seller hereby certifies and represents to Buyer the following:

- (1) Construction Start (as defined in Exhibit B of the Agreement) has occurred, and a copy of the notice to proceed that Seller issued to its contractor as part of Construction Start is attached hereto.
- (2) the Construction Start Date occurred on _____ (the “**Construction Start Date**”); and
- (3) the precise Site on which the Facility is located is, which must be within the boundaries of the previously identified Site:

(such description shall amend the description of the Site in Exhibit A of the Agreement).

IN WITNESS WHEREOF, the undersigned has executed this Certification on behalf of Seller as of the ___ day of _____.

[SELLER ENTITY]

By: _____

Its: _____

Date: _____

EXHIBIT K

FORM OF LETTER OF CREDIT

[Issuing Bank Letterhead and Address]

IRREVOCABLE STANDBY LETTER OF CREDIT NO. [XXXXXXXX]

Date:

Bank Ref.:

Amount: US\$[XXXXXXXX]

Beneficiary:

Clean Power Alliance of Southern California,
a California joint powers authority
801 S Grand, Suite 400
Los Angeles, CA 90017

Ladies and Gentlemen:

By the order of _____ (“Applicant”), we, [insert bank name and address] (“Issuer”) hereby issue our Irrevocable Standby Letter of Credit No. [XXXXXXXX] (the “Letter of Credit”) in favor of Clean Power Alliance of Southern California, a California joint powers authority (“Beneficiary”), 801 S Grand, Suite 400, Los Angeles, CA 90017, for an amount not to exceed the aggregate sum of U.S. \$[XXXXXXXX] (United States Dollars [XXXXXX] and 00/100) (the “Available Amount”), pursuant to that certain Renewable Power Purchase Agreement dated as of _____ and as amended (the “Agreement”) between Applicant and Beneficiary. This Letter of Credit shall become effective immediately and shall be of no further force or effect at 5:00 p.m., California time, on [Date] or, if such day is not a Business Day (as hereinafter defined), on the next Business Day (as may be extended pursuant to the terms of this Letter of Credit, the “Expiration Date”).

For the purposes hereof, “Business Day” shall mean any day on which commercial banks are not authorized or required to close in Los Angeles, California.

Funds under this Letter of Credit are available to Beneficiary by valid presentation on or before 5:00 p.m. California time, on or before the Expiration Date of a copy of this Letter of Credit No. [XXXXXXXX] and all amendments accompanied by Beneficiary’s dated statement purportedly signed by Beneficiary’s duly authorized representative, in the form attached hereto as Exhibit A, containing one of the two alternative paragraphs set forth in paragraph 2 therein.

Any full or partial drawing hereunder may be requested by transmitting copies of the requisite documents as described above to the Issuer by facsimile at [facsimile number for draws] or such other number as specified from time-to-time by the Issuer.

The facsimile transmittal shall be deemed delivered when received. Drawings made by facsimile transmittal are deemed to be the operative instrument without the need of originally signed documents.

Issuer hereby agrees that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to the Issuer before the Expiration Date. All correspondence and any drawings (other than those made by facsimile) hereunder are to be directed to [Issuer address/contact]. Issuer undertakes to make payment to Beneficiary under this Standby Letter of Credit within three (3) business days of receipt by Issuer of a properly presented Drawing Certificate. The Beneficiary shall receive payment from Issuer by wire transfer to the bank account of the Beneficiary designated in the Drawing Certificate.

Partial draws are permitted under this Letter of Credit, and this Letter of Credit shall remain in full force and effect with respect to any continuing balance; provided, the Available Amount shall be reduced by the amount of each such drawing.

It is a condition of this Letter of Credit that it shall be deemed automatically extended without an amendment for a one year period (or, if such period ends on a day that is not a Business Day, until the next Business Day thereafter) beginning on the present Expiration Date hereof and upon each anniversary for such date (or, if such period ends on a day that is not a Business Day, until the next Business Day thereafter), unless at least one hundred twenty (120) days prior to any such Expiration Date Issuer has sent Beneficiary written notice by overnight courier service at the address provided below that Issuer elects not to extend this Letter of Credit, in which case it will expire on its then-current Expiration Date. No presentation made under this Letter of Credit after such Expiration Date will be honored.

Notwithstanding any reference in this Letter of Credit to any other documents, instruments or agreements, this Letter of Credit contains the entire agreement between Beneficiary and Issuer relating to the obligations of Issuer hereunder.

Except so far as otherwise stated, this Letter of Credit is subject to the International Standby Practices ISP98 (also known as ICC Publication No. 590), or revision currently in effect (the "ISP"). As to matters not covered by the ISP, the laws of the State of California, without regard to the principles of conflicts of laws thereunder, shall govern all matters with respect to this Letter of Credit.

Please address all correspondence regarding this Letter of Credit to the attention of the Letter of Credit Department at [insert bank address information], referring specifically to Issuer's Letter of Credit No. [XXXXXXXX]. For telephone assistance, please contact Issuer's Standby Letter of Credit Department at [XXX-XXX-XXXX] and have this Letter of Credit available.

All notices to Beneficiary shall be in writing and are required to be sent by certified letter, overnight courier, electronic messaging (e-mail), or delivered in person to: Clean Power Alliance of Southern California, a California joint powers authority, Chief Financial Officer, 801 S Grand, Suite 400, Los Angeles, CA 90017. Only notices to Beneficiary meeting the requirements of this paragraph shall be considered valid. Any notice to Beneficiary which is not in accordance with

this paragraph shall be void and of no force or effect.

[Bank Name]

[Insert officer name]

[Insert officer title]

EXHIBIT A

(DRAW REQUEST SHOULD BE ON BENEFICIARY'S LETTERHEAD)

Drawing Certificate

[Insert Bank Name and Address]

Ladies and Gentlemen:

The undersigned, a duly authorized representative of [], [ADDRESS], as beneficiary (the "Beneficiary") of the Irrevocable Letter of Credit No. [XXXXXXXX] (the "Letter of Credit") issued by [insert bank name] (the "Bank") by order of _____ (the "Applicant"), hereby certifies to the Bank as follows:

1. Applicant and Beneficiary are party to that certain Renewable Power Purchase Agreement dated as of _____, 20__ (the "Agreement").
2. Beneficiary is making a drawing under this Letter of Credit in the amount of U.S. \$ _____ because a Seller Event of Default (as such term is defined in the Agreement) has occurred.

or

Beneficiary is making a drawing under this Letter of Credit in the amount of U.S. \$ _____, which equals the full available amount under the Letter of Credit, because Applicant is required to maintain the Letter of Credit in force and effect beyond the expiration date of the Letter of Credit but has failed to provide Beneficiary with a replacement Letter of Credit or other acceptable instrument within thirty (30) days prior to such expiration date.

3. The undersigned is a duly authorized representative of [] and is authorized to execute and deliver this Drawing Certificate on behalf of Beneficiary.

You are hereby directed to make payment of the requested amount to [] by wire transfer in immediately available funds to the following account:

[Specify account information]

[]

Name and Title of Authorized Representative

Date _____

EXHIBIT L

FORM OF ASSIGNMENT AGREEMENT

This Assignment Agreement (this “**Assignment Agreement**” or “**Agreement**”) is entered into as of [_____] by and among [PPA Seller], a [_____] (“**PPA Seller**”), Clean Power Alliance of Southern California, a California joint powers authority (“**PPA Buyer**”), and [Financing Party] (“**Financing Party**”), and relates to that certain Renewable Power Purchase Agreement (the “**PPA**”) between PPA Buyer and PPA Seller as described on Appendix 1.

In consideration of the premises above and the mutual covenants and agreements herein set forth, PPA Seller, PPA Buyer and Financing Party (the “**Parties**” hereto; each is a “**Party**”) agree as follows:

1. Limited Assignment and Delegation.

- (a) PPA Buyer hereby assigns, transfers and conveys to Financing Party all right, title and interest in and to the rights of PPA Buyer under the PPA to receive delivery of the products described on Appendix 1 (the “**Assigned Products**”) during the Assignment Period (as defined in Appendix 1), as such rights may be limited or further described in the “Further Information” section on Appendix 1 (the “**Assigned Product Rights**”) [**NOTE: Appendix 1 to provide for transfer of RECs.**]. All other rights of PPA Buyer under the PPA are expressly reserved for PPA Buyer, including the right to receive any additional quantities of products beyond the limits set forth in Appendix 1.
- (b) PPA Buyer hereby delegates to Financing Party the obligation to pay for all Assigned Products that are actually delivered to Financing Party pursuant to the Assigned Product Rights during the Assignment Period (the “**Delivered Product Payment Obligation**” and together with the Assigned Product Rights, collectively the “**Assigned Rights and Obligations**”). All other obligations of PPA Buyer under the PPA are expressly retained by PPA Buyer. To the extent Financing Party fails to pay for any Assigned Products by the due date for payment set forth in the PPA, PPA Buyer agrees that it will remain responsible for such payment within five (5) Business Days (as defined in the PPA) of receiving notice of such non-payment from PPA Seller.
- (c) Financing Party hereby accepts and PPA Seller hereby consents and agrees to the assignment, transfer, conveyance and delegation described in clauses (a) and (b) above.
- (d) All scheduling of Assigned Products and other communications related to the PPA shall take place between PPA Buyer and PPA Seller pursuant to the terms of the PPA; provided that (i) PPA Buyer and PPA Seller shall provide to Financing Party copies of all scheduling communications, billing statements, generation reports and other notices delivered under the PPA during the Assignment Period contemporaneously upon delivery thereof to the other party to the PPA; (ii) title to Assigned Product will pass to Financing Party upon delivery by PPA Seller in accordance with the PPA; and (iii) PPA Buyer is hereby authorized by Financing Party to and shall act as Financing Party’s agent with regard to scheduling Assigned Product.

- (e) PPA Seller acknowledges that (i) Financing Party intends to immediately transfer title to any Assigned Products received from PPA Seller through one or more intermediaries such that all Assigned Products will be re-delivered to PPA Buyer, and (ii) Financing Party has the right to purchase receivables due from PPA Buyer for any such Assigned Products. To the extent Financing Party purchases any such receivables due from PPA Buyer, Financing Party may transfer such receivables to PPA Seller and apply the face amount thereof as a reduction to any Delivered Product Payment Obligation.

2. Assignment Early Termination.

- (a) The Assignment Period may be terminated early upon the occurrence of any of the following:
 - (1) delivery of a written notice of termination by either Financing Party or PPA Buyer to each of the other Parties hereto;
 - (2) delivery of a written notice of termination by PPA Seller to each of Financing Party and PPA Buyer following Financing Party's failure to pay when due any amounts owed to PPA Seller in respect of any Delivered Product Payment Obligation and such failure continues for one (1) Business Day (as defined in the PPA) following receipt by Financing Party of written notice thereof;
 - (3) delivery of a written notice by PPA Seller if any of the events described in Section 11.1(a)(iv) occurs with respect to Financing Party; or
 - (4) delivery of a written notice by Financing Party if any of the events described in Section 11.1(a)(iv) occurs with respect to PPA Seller.
- (b) The Assignment Period will end as of the date specified in the termination notice, which date shall not be earlier than the end of the last day of the calendar month in which such notice is delivered if termination is pursuant to clauses (a)(1) or (a)(2) above.
- (c) All Assigned Rights and Obligations shall revert from Financing Party to PPA Buyer upon the expiration of or early termination of the Assignment Period, provided that (i) Financing Party shall remain responsible for the Delivered Product Payment Obligation with respect to any Assigned Product delivered to Financing Party prior to the end of the Assignment Period, and (ii) any legal restrictions on the effectiveness of such reversion (whether arising under bankruptcy law or otherwise) shall not affect the expiration or early termination of the Assignment Period.

3. Notices. Any notice, demand, or request required or authorized by this Assignment Agreement to be given by one Party to another Party shall be delivered in accordance with Article 9 of the PPA and to the addresses of each of PPA Seller and PPA Buyer specified in the PPA. PPA Seller and PPA Buyer agree to notify Financing Party of any updates to such notice information. Notices to Financing Party shall be provided to the following address, as such address may be updated by Financing Party from time to time by notice to the other Parties:

Financing Party

Email: _____

4. Miscellaneous. Sections 19.2, 19.4, 19.5, and 19.7 of the PPA are incorporated by reference into this Agreement, *mutatis mutandis*, as if fully set forth herein.

5. Governing Law, Jurisdiction, Waiver of Jury Trial

(a) **Governing Law.** This Assignment Agreement and the rights and duties of the parties under this assignment agreement will be governed by and construed, enforced and performed in accordance with the laws of the state of New York, without reference to any conflicts of laws provisions that would direct the application of another jurisdiction's laws; *provided*, the authority of PPA Buyer to enter into and perform its obligations under this assignment agreement shall be determined in accordance with the laws of the State of California.

(b) **Jurisdiction.** Each party submits to the exclusive jurisdiction of (a) the courts of the state of New York located in the Borough of Manhattan, (b) the federal courts of the United States of America for the Southern District of New York or (c) the federal courts of the United States of America in any other state.

(c) **Waiver of Right to Trial by Jury.** Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to this assignment agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Parties have executed this Assignment Agreement effective as of the date first set forth above.

PPA SELLER

PPA BUYER

By:
Name:
Title:

By:
Name:
Title:

FINANCING PARTY

By:
Name:
Title:

Execution and delivery of the foregoing Assignment Agreement is hereby approved.

[ISSUER]

By:
Name:
Title:

Appendix 1

Assigned Rights and Obligations

PPA: The Renewable Power Purchase Agreement, dated [_____], 2021 by and between PPA Buyer and PPA Seller.

“Assignment Period” means the period beginning on [_____] and extending until [_____], provided that in no event shall the Assignment Period extend past the earlier of (i) the termination of the Assignment Period pursuant to Section 4 of the Assignment Agreement and (ii) the end of the Delivery Term under the PPA¹

Assigned Product: [Describe and define]

Further Information: [Include, if any]²

Projected P99 Generation: The “Projected P99 Generation” is attached hereto on a monthly basis.

¹ The Assignment Period must end no less than 18 months following the Assignment Period Start Date and no later than the end of the Delivery Term under the PPA

² To include transfer and settlement mechanics for RECs, as applicable.

EXHIBIT M

FORM OF REPLACEMENT RA NOTICE

This Replacement RA Notice (this “**Notice**”) is delivered by [SELLER ENTITY] (“**Seller**”) to Clean Power Alliance of Southern California, a California joint powers authority (“**Buyer**”) in accordance with the terms of that certain Renewable Power Purchase Agreement dated _____ (“**Agreement**”) by and between Seller and Buyer. All capitalized terms used in this Notice but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

Pursuant to Section 3.8 of the Agreement, Seller hereby provides the below Replacement RA product information:

Unit Information¹

Name	
Location	
CAISO Resource ID	
Unit SCID	
Prorated Percentage of Unit Factor	
Resource Type	
Point of Interconnection with the CAISO Controlled Grid (“substation or transmission line”)	
Path 26 (North or South)	
LCR Area (if any)	
Deliverability restrictions, if any, as described in most recent CAISO deliverability assessment	
Run Hour Restrictions	
Delivery Period	

Month	Unit CAISO NQC (MW)	Unit Contract Quantity (MW)
January		
February		
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		

¹ To be repeated for each unit if more than one.

[SELLER ENTITY]

By: _____

Its: _____

Date: _____

EXHIBIT N
NOTICES

<p><i>ARICA SOLAR, LLC, a Delaware limited liability company</i> (“Seller”)</p>	<p>CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA, a California joint powers authority (“Buyer”)</p>
<p>All Notices: Street: 4900 Scottsdale Road, Suite 5000 c/o Solar Asset Management LLC City: Scottsdale, AZ 85251 Attn: VP Asset Management Phone: 480-424-1240 E-mail: am@clearwayenergy.com With a copy to: Street: 5790 Fleet Street, Suite 200 City: Carlsbad, CA 92008 Attn: General Counsel Phone: 760-710-2187 E-mail: legal@clearwayenergy.com</p>	<p>All Notices: Street: 801 S Grand, Suite 400 City: Los Angeles, CA 90017 Attn: Executive Director Phone: (213) 269-5870 E-mail: tbardacke@cleanpoweralliance.org</p>
<p>Reference Numbers: Duns: N/A Federal Tax ID Number: [81-3659562]</p>	<p>Reference Numbers: Duns: Federal Tax ID Number:</p>
<p>Invoices: Attn: VP Asset Management Phone: 480-424-1240 E-mail: am@clearwayenergy.com</p>	<p>Invoices: Attn: Director, Power Planning & Procurement Phone: (213) 269-5870 E-mail: settlements@cleanpoweralliance.org</p>
<p>Scheduling: Attn: VP Asset Management Phone: 480-424-1240 E-mail: am@clearwayenergy.com</p>	<p>Scheduling: TBD Attn: Phone: E-mail:</p>
<p>Confirmations: Attn: VP Asset Management Phone: 480-424-1240 E-mail: am@clearwayenergy.com</p>	<p>Confirmations: Attn: Director, Power Planning & Procurement Phone: (213) 269-5870 E-mail: nkeefe@cleanpoweralliance.org</p>
<p>Payments: Attn: VP Asset Management Phone: 480-424-1240 E-mail: am@clearwayenergy.com</p>	<p>Payments: Attn: Director, Power Planning & Procurement Phone: (213) 269-5870 E-mail: settlements@cleanpoweralliance.org</p>
<p>Wire Transfer: BNK: ABA: ACCT:</p>	<p>Wire Transfer: BNK: River City Bank ABA: 121133416 ACCT: XXXXXX8042</p>

EXHIBIT O

STORAGE CAPACITY TESTS

Storage Capacity Test Notice and Frequency

A. Commercial Operation Storage Capacity Test(s). Upon no less than ten (10) Business Days prior Notice to Buyer, Seller shall schedule and complete a Commercial Operation Storage Capacity Test prior to the Commercial Operation Date. Such initial Commercial Operation Storage Capacity Test (and any subsequent Commercial Operation Storage Capacity Test permitted in accordance with Exhibit B) shall be performed in accordance with this Exhibit O and shall establish the Installed Storage Capacity and initial Efficiency Rate hereunder based on the actual capacity and capabilities of the Storage Facility determined by such Commercial Operation Storage Capacity Test(s).

B. Subsequent Storage Capacity Tests. Following the Commercial Operation Storage Capacity Test(s), at least fifteen (15) days in advance of the start of each Contract Year, upon no less than ten (10) Business Days prior Notice to Buyer, Seller shall schedule and complete a Storage Capacity Test. In addition, Buyer shall have the right to require a retest of the Storage Capacity Test at any time upon no less than five (5) Business Days prior Notice to Seller if Buyer provides data with such Notice reasonably indicating that the then-current Effective Storage Capacity or Efficiency Rate have varied materially from the results of the most recent prior Storage Capacity Test. Seller shall have the right to run a retest of any Storage Capacity Test at any time upon five (5) Business Days' prior Notice to Buyer (or any shorter period reasonably acceptable to Buyer consistent with Prudent Operating Practice).

C. Test Results and Re-Setting of Effective Storage Capacity and Efficiency Rate. No later than five (5) Business Days following any Capacity Test, Seller shall submit a testing report detailing results and findings of the test. The report shall include Storage Facility Meter readings and plant log sheets verifying the operating conditions and output of the Storage Facility. In accordance with Section 4.9(a)(ii) of the Agreement and Part II(I) below, after the Commercial Operation Storage Capacity Test(s), the Effective Storage Capacity (up to, but not in excess of, the Installed Storage Capacity) and Efficiency Rate determined pursuant to such Storage Capacity Test shall become the new Effective Storage Capacity and Efficiency Rate at the beginning of the day following the completion of the test for calculating the Contract Price and all other purposes under this Agreement.

Capacity Test Procedures

PART I. GENERAL.

- (1) Each Capacity Test shall be conducted in accordance with Prudent Operating Practices, the Operating Restrictions, and the provisions of this Exhibit O. For ease of reference, a Capacity Test is sometimes referred to in this Exhibit O as a "**CT**". Buyer or its representative may be present for the CT and may, for informational purposes only, use its own metering equipment (at Buyer's sole cost).
- (2) Conditions Prior to Testing.

- (1) EMS Functionality. The EMS shall be successfully configured to receive data from the Battery Management System (BMS), exchange DNP3 data with the Buyer SCADA device, and transfer data to the database server for the calculation, recording and archiving of data points.
- (2) Communications. The Remote Terminal Unit (RTU) testing should be successfully completed prior to any testing. The interface between Buyer's RTU and the Facility SCADA System should be fully tested and functional prior to starting any testing, including verification of the data transmission pathway between Buyer's RTU and Seller's EMS interface and the ability to record SCADA System data.
- (3) Commissioning Checklist. Commissioning shall be successfully completed per manufacturer guidance on all applicable installed Facility equipment, including verification that all controls, set points, and instruments of the EMS are configured.
- (4) Generating Facility Conditions. Any CTs requiring the availability of Charging Energy shall be conducted when the Generating Facility is producing at a rate equal to or above the Effective Storage Capacity continuously for a five (5)-hour period, *provided* that Seller may waive such conditions at its sole discretion. Any CTs that are required or allowed to occur under this Exhibit O that take place in the absence of the above condition being satisfied shall be subject to a mutually agreed upon adjustment (such agreement not to be unreasonably withheld) between Seller and Buyer with respect to the allowed charging time for such CT and/or the Battery Charging Factor definition, which adjustment(s) shall be commensurate with then-existing irradiance limitations.

PART II. REQUIREMENTS APPLICABLE TO ALL CAPACITY TESTS.

A. Test Elements. Each CT shall include at least the following individual test elements, which must be conducted in the order prescribed in Part III of this Exhibit O, unless the Parties mutually agree to deviations therefrom. The Parties acknowledge and agree that should Seller fall short of demonstrating one or more of the Test Elements as specified below, the Test will still be deemed "complete," and any adjustments necessary to the Effective Storage Capacity or to the Efficiency Rate resulting from such Test, if applicable, will be made in accordance with this Exhibit O.

- (1) Electrical output at maximum discharging level (MW) for four (4) continuous hours; and
- (2) Electrical input at maximum charging level at the Storage Facility Meter (MW), as sustained until the SOC reaches at least 90%, continued by the electrical input at a rate up to the maximum charging level at the Storage

Facility Meter (MW), as sustained until the SOC reaches 100%, not to exceed five (5) hours of total charging time.

- B. Parameters. During each CT, the following parameters shall be measured (or calculated) and recorded simultaneously for the Storage Facility, at two (2) second intervals:
- (1) Time;
 - (2) The amount of Discharging Energy delivered to the Storage Facility Meter (kWh) (i.e., to each measurement device making up the Storage Facility Meter);
 - (3) Net electrical energy input from the Storage Facility Meter (kWh) (i.e., from each measurement device making up the Storage Facility Meter); and
 - (4) Stored Energy Level (MWh).
- C. Site Conditions. During each CT, the following conditions at the Site shall be measured and recorded simultaneously at thirty (30) minute intervals:
- (1) Relative humidity (%);
 - (2) Barometric pressure (inches Hg) near the horizontal centerline of the Storage Facility; and
 - (3) Ambient air temperature (°F).
- D. Test Showing. Each CT shall record and report the following datapoints:
- (1) That the CT successfully started;
 - (2) The maximum sustained discharging level for four (4) consecutive hours pursuant to A(1) above;
 - (3) The maximum sustained charging level for four (4) consecutive hours pursuant to A(2) above;
 - (4) Amount of time between the Storage Facility's electrical output going from 0 to the maximum sustained discharging level registered during the CT (for purposes of calculating the ramp rate);
 - (5) Amount of time between the Storage Facility's electrical input going from 0 to the maximum sustained charging level registered during the CT (for purposes of calculating the ramp rate);

- (6) Amount of Charging Energy and Energy In to go from 0% SOC to 100% SOC; and
- (7) Amount of Discharging Energy and Energy Out to go from 100% SOC to 0% SOC.

E. Test Conditions.

- (1) General. At all times during a CT, the Storage Facility shall be operated in compliance with Prudent Operating Practices, the Operating Restrictions, and all operating protocols recommended, required or established by the manufacturer for the Storage Facility.
- (2) Abnormal Conditions. If abnormal operating conditions that prevent the testing or recordation of any required parameter occur during a CT, Seller may postpone or reschedule all or part of such CT in accordance with Part II.F below.
- (3) Instrumentation and Metering. Seller shall provide all instrumentation, metering and data collection equipment required to perform the CT. The instrumentation, metering and data collection equipment electrical meters shall be calibrated in accordance with Prudent Operating Practice and, as applicable, the CAISO Tariff.

F. Incomplete Test. If any CT is not completed in accordance herewith, Buyer may in its sole discretion: (i) accept the results up to the time the CT stopped without any modification to the Effective Storage Capacity or Efficiency Rate pursuant to Section I below; (ii) require that the portion of the CT not completed, be completed within a reasonable specified time period; or (iii) require that the CT be entirely repeated within a reasonable specified time period. Notwithstanding the above, if Seller is unable to complete a CT due to a Force Majeure Event or the actions or inactions of Buyer or the CAISO or the Transmission Provider, Seller shall be permitted to reconduct such CT on dates and at times reasonably acceptable to the Parties.

G. Test Report. Within five (5) Business Days after the completion of any CT, Seller shall prepare and submit to Buyer a written report of the results of the CT, which report shall include:

- (1) A record of the personnel present during the CT that served in an operating, testing, monitoring or other such participatory role;
- (2) The measured and calculated data for each parameter set forth in Part II.A through D, including copies of the raw data taken during the test; and
- (3) Seller's statement of either Seller's acceptance of the CT or Seller's rejection of the CT results and reason(s) therefor.

Within five (5) Business Days after receipt of such report, Buyer shall notify Seller in writing of either Buyer's acceptance of the CT results or Buyer's rejection of the CT and reason(s) therefor.

If either Party rejects the results of any CT, such CT shall be repeated in accordance with Part II.F.

- H. Supplementary Capacity Test Protocol. No later than sixty (60) days prior to commencing Storage Facility construction, Seller shall deliver to Buyer for its review and approval (such approval not to be unreasonably delayed or withheld) a supplement to this Exhibit O with additional and supplementary details, procedures and requirements applicable to Capacity Tests based on the then-current design of the Storage Facility ("**Supplementary Capacity Test Protocol**"). Thereafter, from time to time, Seller may deliver to Buyer for its review and approval (such approval not to be unreasonably delayed or withheld) any Seller recommended updates to the then-current Supplementary Capacity Test Protocol. The initial Supplementary Capacity Test Protocol (and each update thereto), once approved by Buyer, shall be deemed an amendment to this Exhibit O.
- I. Adjustment to Effective Storage Capacity and Efficiency Rate. The Effective Storage Capacity and Efficiency Rate shall be updated as follows:
- (1) The total amount of Discharging Energy delivered to the Delivery Point (expressed in MWh AC) during the first four (4) hours of discharge (up to, but not in excess of, the product of (i) (a) the Guaranteed Storage Capacity (in the case of a Commercial Operation Storage Capacity Test, including under Section 5 of Exhibit B) or (b) the Installed Storage Capacity (in the case of any other Storage Capacity Test), multiplied by (ii) four (4) hours) shall be divided by four (4) hours to determine the Effective Storage Capacity, which shall be expressed in MW AC, and shall be the new Effective Storage Capacity in accordance with Section 4.9(a)(ii) of the Agreement.
 - (2) The total amount of Energy Out (as reported under Section II.D(7) above) divided by the total amount of Energy In (as reported under Section II.D(6) above), and expressed as a percentage, shall be recorded as the new Efficiency Rate, and shall be used for the Factor in Exhibit C until updated pursuant to a subsequent Capacity Test.

PART III. INITIAL SUPPLEMENTARY CAPACITY TEST PROTOCOL.

The initial Supplementary Capacity Test Protocol outlined below shall be binding on the Parties until Section II.H modifies this Part III.

A. **Effective Storage Capacity and Efficiency Rate Test**

- Procedure:

- (1) System Starting State: The Storage Facility will be in the on-line state at 0% SOC.
- (2) Record the initial value of the Storage Facility SOC.
- (3) Command a real power charge that results in an AC power of Storage Facility's maximum charging level, and continue charging until the earlier of (a) the Storage Facility has reached 100% SOC or (b) five (5) hours have elapsed since the Storage Facility commenced charging.
- (4) Record and store the Storage Facility SOC after the earlier of (a) the Storage Facility has reached 100% SOC or (b) five (5) hours of continuous charging. Such data point shall be used for purposes of calculation of the Battery Charging Factor.
- (5) Record and store the Energy In.
- (6) Following an agreed-upon rest period, command a real power discharge that results in an AC power output of the Storage Facility's maximum discharging level and maintain the discharging state until the earlier of (a) the Facility has discharged at the maximum discharging level for four (4) consecutive hours, (b) the Storage Facility has reached 0% SOC, or (c) the sustained discharging level is at least 2% less than the maximum discharging level.
- (7) Record and store the Storage Facility SOC after four (4) hours of continuous discharging. Such data point shall be used for purposes of calculation of the Battery Discharging Factor. If the Storage Facility SOC remains above zero percent (0%) after discharging at a rate at or above the Guaranteed Storage Capacity (or at or above the Installed Storage Capacity after a Commercial Operation Storage Capacity Test) for four (4) consecutive hours pursuant to Part III.A.6(a), the SOC will be deemed 0 for the purposes of calculating the Battery Discharging Factor.
- (8) Record and store the Discharging Energy as measured at the Storage Facility Meter. Such data point shall be used for purposes of calculation the Effective Storage Capacity.
- (9) If the Storage Facility has not reached 0% SOC pursuant to Section III.A.6, continue discharging the Storage Facility until it reaches a 0% SOC.
- (10) Record and store the Discharging Energy (in MWh) as measured at the Storage Facility Meter, if applicable.

- (11) Record and store the Energy Out from the commencement of discharging pursuant to Part III.A.5 until the Storage Facility has reached a 0% SOC pursuant to either Part III.A.6 or Part III.A.9, as applicable.

- Test Results

- (1) The resulting Effective Storage Capacity measurement is the sum of the total Discharging Energy at the Storage Facility Meter divided by four (4) hours.
- (1) The resulting Efficiency Rate is calculated as the total amount of Energy Out (as reported under Section III.A(11) above) divided by the total amount of Energy In (as reported under Section III.A(5) above), and expressed as a percentage, and shall be used for the calculation of the Efficiency Rate Factor in Exhibit C until updated pursuant to a subsequent Capacity Test.

B. AGC Discharge Test

- Purpose: This test will demonstrate the AGC discharge capability to achieve the Storage Facility's maximum discharging level within 1 second.
- System starting state: The Storage Facility will be in the on-line state at 50% SOC and at an initial active power level of 0 MW and reactive power level of 0 MVAR. The EMS will be configured to follow a predefined agreed-upon active power profile.
- Procedure:
 - (1) Record the Storage Facility active power level at the Storage Facility Meter.
 - (2) Command the Storage Facility to follow a simulated CAISO RIG signal of Pmax at .95 power factor for ten (10) minutes.
 - (3) Record and store the Storage Facility active power response (in seconds).
- System end state: The Storage Facility will be in the on-line state and at a commanded active power level of 0 MW.

C. AGC Charge Test

- Purpose: This test will demonstrate the AGC charge capability to achieve the Storage Facility's full charging level within 1 second.
- System starting state: The Storage Facility will be in the on-line state at 50% SOC and at an initial active power level of 0 MW and reactive power level of 0 MVAR. The Storage Facility control system will be configured to follow a predefined agreed-upon active power profile.

- Procedure:
 - (1) Record the Storage Facility active power level at the Storage Facility Meter.
 - (2) Command the Storage Facility to follow a simulated CAISO RIG signal of Pmax at .95 power factor for ten (10) minutes.
 - (3) Record and store the Storage Facility active power response (in seconds).
- System end state: The Storage Facility will be in the on-line state and at a commanded active power level of 0 MW.

D. Reactive Power Production Test

- Purpose: This test will demonstrate the reactive power production capability of the Storage Facility.
- System starting state: The Storage Facility will be in the on-line state at 50% SOC and at an initial active power level of 0 MW and reactive power level of 0 MVAR. The EMS will be configured to follow an agreed-upon predefined reactive power profile.
- Procedure:
 - (1) Record the Storage Facility reactive power level at the Facility Meter.
 - (2) Command the Storage Facility to follow 35.5 MVAR for ten (10) minutes.
 - (3) Record and store the Storage Facility reactive power response.
- System end state: The Storage Facility will be in the on-line state and at a commanded reactive power level of 0 MVAR.

E. Reactive Power Consumption Test

- Purpose: This test will demonstrate the reactive power consumption capability of the Storage Facility.
- System starting state: The Storage Facility will be in the on-line state at 50% SOC and at an initial active power level of 0 MW and reactive power level of 0 MVAR. The Storage Facility control system will be configured to follow an agreed-upon predefined reactive power profile.
- Procedure:
 - (1) Record the Storage Facility reactive power level at the Facility Meter.
 - (2) Command the Storage Facility to follow -35.5 MVAR for ten (10) minutes.

- (3) Record and store the Storage Facility reactive power response.
- System end state: The Storage Facility will be in the on-line state and at a commanded reactive power level of 0 MVAR.

EXHIBIT P

ANNUAL STORAGE CAPACITY AVAILABILITY CALCULATION

(a) Following the end of each calendar month during the Delivery Term, Buyer shall calculate the year-to-date (YTD) “**Annual Storage Capacity Availability**” for the current Contract Year using the formula set forth below:

$$\text{Annual Storage Capacity Availability (\%)} = 1 - \frac{\text{Unavailable Calculation Intervals}}{\text{Total YTD Calculation Intervals}}$$

“**Calculation Interval**” or “**C.I.**” means each successive five-minute interval, but excluding all such intervals which by the express terms of the Agreement are disregarded or excluded.

“**Unavailable Calculation Intervals**” means the sum of year-to-date unavailable Calculation Intervals for the applicable Contract Year, where for each Calculation Interval:

$$\text{Unavailable Calculation Interval} = 1 \text{ C.I.} \times \left(1 - \text{the lesser of: } \frac{A}{\text{Effective Storage Capacity}} \text{ or } \frac{\text{Storage Capability (MWh)}}{\text{Effective Storage Capacity} \times 4 \text{ hrs}} \right)$$

where:

“**A**” is the “Available Effective Storage Capacity” (as defined below), which shall be calculated as the sum of the available capacity of each of the system inverters, in MW AC, expected from all system inverters in such Calculation Interval (based on normal operating conditions pursuant to the manufacturer’s guidelines), but “A” shall never exceed the Effective Storage Capacity.

“**Storage Capability**” means the sum of the following (taking into account the SOC at the time of calculation): (i) the energy throughput capability in MWhs in the applicable Calculation Interval that the Storage Facility is available to be charged (calculated as the available battery charging capability (in MWh) in the applicable Calculation Interval x the Battery Charging Factor (as measured as of the most recent Storage Capacity Test)) and (ii) the energy throughput capability in MWhs in the applicable Calculation Interval that the Storage Facility is available to be discharged (calculated as the available battery discharging capability (in MWh) in the applicable Calculation Interval x the Battery Discharging Factor (as measured as of the most recent Storage Capacity Test)). In calculating Storage Capability, the “available battery charging capability” and “available

battery discharging capability” are calculated as the product of (1) the count of available system cells in such Calculation Interval, multiplied by (2) the capability, in MWh, expected from each such system cell (based on normal operating conditions pursuant to the manufacturer’s guidelines) but Storage Capacity shall never exceed the Effective Storage Capacity x four (4) hours. The charging and discharging capability (in MWh) in a Calculation Interval shall be measured according to Section (b) of this Exhibit P.

“Total YTD Calculation Intervals” means, for each applicable Contract Year, the total number of Calculation Intervals year-to-date up through and including the month for which the Annual Storage Capacity Availability is being calculated.

(b) The “Available Effective Storage Capacity,” and “Available Storage Capability” in the above calculations shall be the lower of (i) such amounts reported by Seller’s real-time EMS data feed to Buyer for the Storage Facility for such Calculation Interval, and (ii) Seller’s most recent Availability Notice (as updated pursuant to Section 4.3). Except as otherwise expressly provided in this Agreement, including compliance with the Operating Restrictions as set forth herein, the calculations of Available Effective Storage Capacity and Available Storage Capability in the foregoing sentence shall be based solely on the availability of applicable components of the Storage Facility to charge or discharge Energy between the Storage Facility and the Generating Facility or Delivery Point, as applicable (excluding for reasons at the high-voltage side of the Delivery Point or beyond). For avoidance of doubt, any Calculation Interval in which the Storage Facility fails to maintain connectivity to the CAISO such that it cannot receive ADS or AGC signals shall be deemed an Unavailable Calculation Interval.

(c) If the total rated power of the Storage Facility inverters associated with the Installed Storage Capacity taking into account Electrical Losses to the Delivery Point is less than 71 MW charging and 71 MW discharging at ■■■°C, then Buyer shall have the right, in its reasonable discretion, to apply an ambient air temperature availability derate based on manufacturer’s specifications to the applicable Calculation Interval.

(d) After 365 Cycles have occurred in a given Contract Year, any additional Calculation Intervals during such Contract Year shall be deemed to be fully available and Seller shall use commercially reasonable efforts to move any upcoming Planned Outages to the such period of time.

EXHIBIT Q

OPERATING RESTRICTIONS

The Parties will develop and finalize the Operating Restrictions prior to the Commercial Operation Date; *provided*, the Operating Restrictions (i) may not be materially more restrictive of the operation of the Storage Facility than as set forth below, unless agreed to by Buyer in writing, (ii) will, at a minimum, include the rules, requirements and procedures set forth in this Exhibit Q, (iii) will include protocols and parameters for Seller’s operation of the Storage Facility in the absence of Charging Notices, Discharging Notices or other similar instructions from Buyer relating to the use of the Storage Facility, and (iv) may include Storage Facility Scheduling, Operating Restrictions and Communications Protocols.

I. STORAGE FACILITY OPERATING RESTRICTIONS

File Update Date:	[XX/XX/20XX]	
Technology:	Lithium-ion	
Storage Unit Name:	[Unit Name and Number]	
A. Contract Capacity		
Guaranteed Storage Capacity (MW):	71	
Effective Storage Capacity (MW):	71	
B. Total Unit Dispatchable Range Information		
Interconnect Voltage (kV)	144	
Maximum Storage Level (MWh):	284	
Minimum Storage Level (MWh):	0	
Stored energy capability (MWh):	284	
Maximum Discharge (MW):	71	
Maximum Charge (MW):	71	
Guaranteed Efficiency Rate:	See Guaranteed Efficiency Rate	
Maximum energy throughput (BET) (MWh/year):	[REDACTED]	
C. Charge and Discharge Rates		
Mode	Maximum (MW)	Ramp Rate (MW/s) Description
Energy (Charge)	71	[REDACTED]
Energy (Discharge)	71	[REDACTED]
D. Ancillary Services		
Frequency regulation is included:	Yes, subject to Operating Restrictions	
Spin is included:	Yes	

II. ADDITIONAL OPERATING RESTRICTIONS

1. **Annual Cycles:** Maximum of [REDACTED] Cycles per Contract Year.
2. **Daily Dispatch Limits:** [REDACTED] Cycles per day.
3. **Grid Charging:** The Storage Facility shall not use grid energy to provide Charging Energy,

subject to Section 3.13.

4. **Scheduling Controls:** All manual dispatch commands must use the Seller-supplied EMS.
5. **Resting State of Charge:** The average resting state of charge per Contract Year must be below [REDACTED] percent ([REDACTED]%).
6. **Interconnection Capacity Limit:** Dispatch cannot cause Facility Energy to exceed the Interconnection Capacity Limit.

EXHIBIT R
METERING DIAGRAM

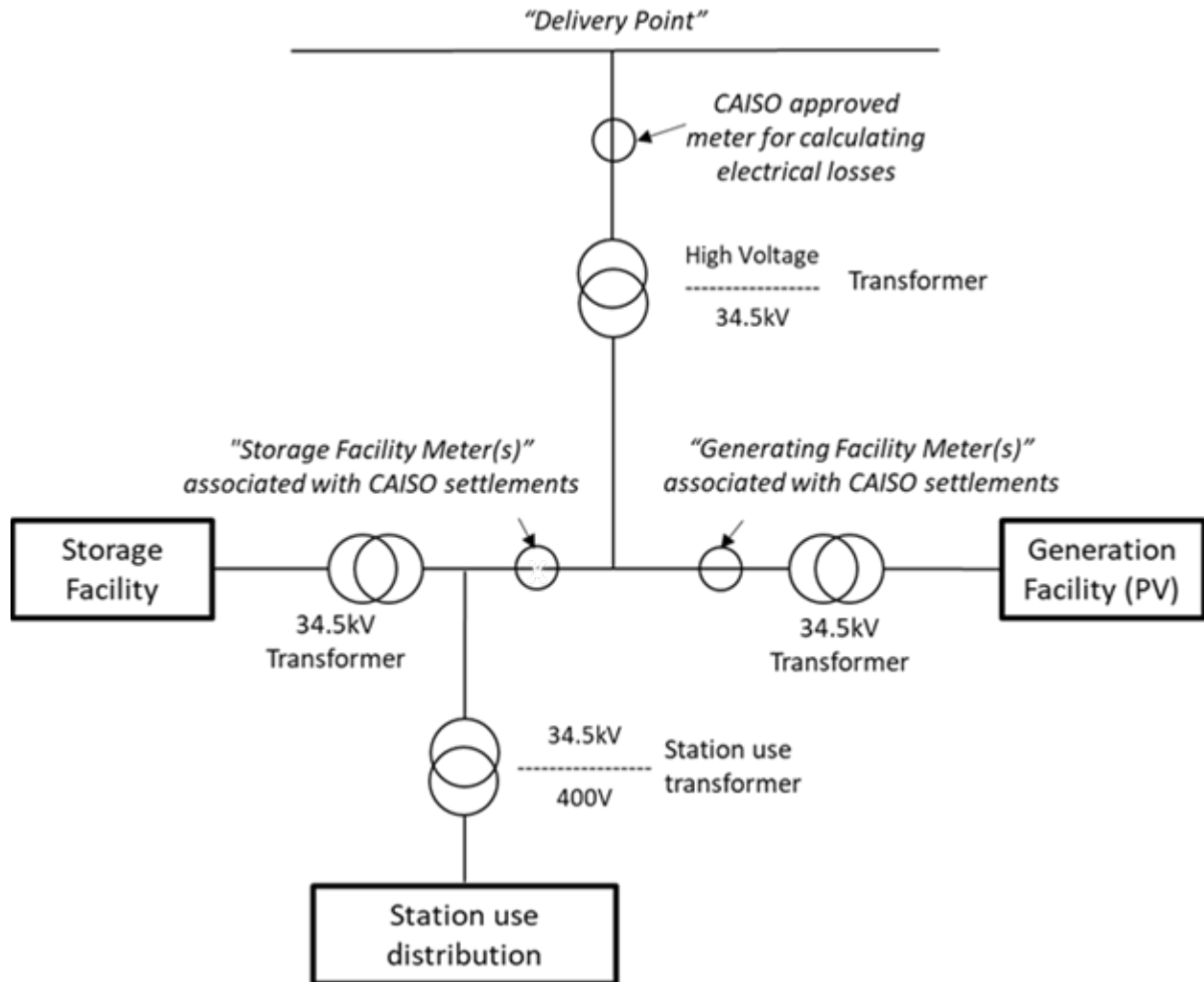


EXHIBIT S

FORM OF GUARANTY

This Guaranty (this “**Guaranty**”) is entered into as of [_____] (the “**Effective Date**”) by and between [_____] a [_____] (“**Guarantor**”), and Clean Power Alliance of Southern California, a California joint powers authority (together with its successors and permitted assigns, “**Buyer**”).

Recitals

- A. Buyer and [_____] a Delaware limited liability company (“**Seller**”), entered into that certain Renewable Power Purchase Agreement (as amended, restated or otherwise modified, the “**PPA**”) dated as of [_____] 20__.
- B. Guarantor is entering into this Guaranty as Performance Security to secure Seller’s obligations under the PPA, as required by Section 8.8 of the PPA.
- C. It is in the best interest of Guarantor to execute this Guaranty inasmuch as Guarantor will derive substantial direct and indirect benefits from the execution and delivery of the PPA.
- D. Initially capitalized terms used but not defined herein have the meaning set forth in the PPA.

Agreement

1. **Guaranty.** For value received, Guarantor does hereby unconditionally, absolutely and irrevocably guarantee, as primary obligor and not as a surety, to Buyer the full, complete and prompt payment by Seller of any and all amounts and payment obligations now or hereafter owing from Seller to Buyer under the PPA, including, without limitation, compensation for penalties, the Termination Payment, indemnification payments or other damages, as and when required pursuant to the terms of the PPA (the “**Guaranteed Amount**”), provided, that Guarantor’s aggregate liability under or arising out of this Guaranty shall not exceed _____ Dollars (\$_____). The Parties understand and agree that any payment by Guarantor or Seller of any portion of the Guaranteed Amount shall thereafter reduce Guarantor’s maximum aggregate liability hereunder on a dollar-for-dollar basis. This Guaranty is an irrevocable, absolute, unconditional and continuing guarantee of the full and punctual payment and performance, and not of collection, of the Guaranteed Amount and, except as otherwise expressly addressed herein, is in no way conditioned upon any requirement that Buyer first attempt to collect the payment of the Guaranteed Amount from Seller, any other guarantor of the Guaranteed Amount or any other Person or entity or resort to any other means of obtaining payment of the Guaranteed Amount. In the event Seller shall fail to duly, completely or punctually pay any Guaranteed Amount as required pursuant to the PPA, Guarantor shall promptly pay such amount as required herein.

2. **Demand Notice.** For avoidance of doubt, a payment shall be due for purposes of this Guaranty only when and if a payment is due and payable by Seller to Buyer under the terms and conditions of the Agreement. If Seller fails to pay any Guaranteed Amount as required pursuant to

the PPA for five (5) Business Days following Seller's receipt of Buyer's written notice of such failure (the "**Demand Notice**"), then Buyer may elect to exercise its rights under this Guaranty and may make a demand upon Guarantor (a "**Payment Demand**") for such unpaid Guaranteed Amount. A Payment Demand shall be in writing and shall reasonably specify in what manner and what amount Seller has failed to pay and an explanation of why such payment is due and owing, with a specific statement that Buyer is requesting that Guarantor pay under this Guaranty. Guarantor shall, within five (5) Business Days following its receipt of the Payment Demand, pay the Guaranteed Amount to Buyer.

3. Scope and Duration of Guaranty. This Guaranty applies only to the Guaranteed Amount. This Guaranty shall continue in full force and effect from the Effective Date until the earlier of the following: (x) all Guaranteed Amounts have been paid in full (whether directly or indirectly through set-off or netting of amounts owed by Buyer to Seller), (y) replacement Performance Security is provided in an amount and form required by the terms of the PPA, or (z) one hundred eighty (180) days after the early termination of the PPA or expiration of the PPA by its terms, unless Buyer has provided Notice to Seller pursuant to Section 8.8 of the Agreement that the Guaranteed Amounts have not been paid in full. Further, this Guaranty (a) shall remain in full force and effect without regard to, and shall not be affected or impaired by any invalidity, irregularity or unenforceability in whole or in part of this Guaranty, and (b) subject to the preceding sentence, shall be discharged only by complete performance of the undertakings herein. Without limiting the generality of the foregoing, the obligations of the Guarantor hereunder shall not be released, discharged, or otherwise affected and this Guaranty shall not be invalidated or impaired or otherwise affected for the following reasons:

- (i) the extension of time for the payment of any Guaranteed Amount, or
- (ii) any amendment, modification or other alteration of the PPA, or
- (iii) any indemnity agreement Seller may have from any party, or
- (iv) any insurance that may be available to cover any loss, except to the extent that insurance proceeds are used to satisfy the Guaranteed Amount, or
- (v) any voluntary or involuntary liquidation, dissolution, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other similar proceeding affecting, Seller or any of its assets, including but not limited to any rejection or other discharge of Seller's obligations under the PPA imposed by any court, trustee or custodian or any similar official or imposed by any law, statute or regulation, in each such event in any such proceeding, or
- (vi) the release, modification, waiver or failure to pursue or seek relief with respect to any other guaranty, pledge or security device whatsoever, or
- (vii) any payment to Buyer by Seller that Buyer subsequently returns to Seller pursuant to court order in any bankruptcy or other debtor-relief proceeding, or

(viii) those defenses based upon (A) the legal incapacity or lack of power or authority of any Person, including Seller and any representative of Seller to enter into the PPA or perform its obligations thereunder, (B) lack of due execution, delivery, validity or enforceability, including of the PPA, or (C) Seller's inability to pay any Guaranteed Amount or perform its obligations under the PPA, or

(ix) any other event or circumstance that may now or hereafter constitute a defense to payment of the Guaranteed Amount, including, without limitation, statute of frauds and accord and satisfaction;

provided that Guarantor reserves the right to assert for itself any defenses, setoffs or counterclaims that Seller is or may be entitled to assert against Buyer (except for such defenses, setoffs or counterclaims that may be asserted by Seller with respect to the PPA, but that are expressly waived under any provision of this Guaranty).

4. Waivers by Guarantor. Guarantor hereby unconditionally waives as a condition precedent to the performance of its obligations hereunder, with the exception of the requirements in Paragraph 2, (a) notice of acceptance, presentment or protest with respect to the Guaranteed Amounts and this Guaranty, (b) notice of any action taken or omitted to be taken by Buyer in reliance hereon, (c) any requirement that Buyer exhaust any right, power or remedy or proceed against Seller under the PPA, and (d) any event, occurrence or other circumstance which might otherwise constitute a legal or equitable discharge of a surety. Without limiting the generality of the foregoing waiver of surety defenses, it is agreed that the occurrence of any one or more of the following shall not affect the liability of Guarantor hereunder:

(i) at any time or from time to time, without notice to Guarantor, the time for payment of any Guaranteed Amount shall be extended, or such performance or compliance shall be waived;

(ii) the obligation to pay any Guaranteed Amount shall be modified, supplemented or amended in any respect in accordance with the terms of the PPA;

(iii) subject to Section 9, any (a) sale, transfer or consolidation of Seller into or with any other entity, (b) sale of substantial assets by, or restructuring of the corporate existence of, Seller or (c) change in ownership of any membership interests of, or other ownership interests in, Seller; or

(iv) the failure by Buyer or any other Person to create, preserve, validate, perfect or protect any security interest granted to, or in favor of, Buyer or any Person.

5. Subrogation. Notwithstanding any payments that may be made hereunder by the Guarantor, Guarantor hereby agrees that until the earlier of payment in full of all Guaranteed Amounts or expiration of the Guaranty in accordance with Section 3, it shall not be entitled to, nor shall it seek to, exercise any right or remedy arising by reason of its payment of any Guaranteed Amount under this Guaranty, whether by subrogation or otherwise, against Seller or seek contribution or reimbursement of such payments from Seller.

6. Representations and Warranties. Guarantor hereby represents and warrants that (a) it

has all necessary and appropriate limited liability company powers and authority and the legal right to execute and deliver, and perform its obligations under, this Guaranty, (b) this Guaranty constitutes its legal, valid and binding obligations enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium and other similar laws affecting enforcement of creditors' rights or general principles of equity, (c) the execution, delivery and performance of this Guaranty does not and will not contravene Guarantor's organizational documents, any applicable Law or any contractual provisions binding on or affecting Guarantor, (d) there are no actions, suits or proceedings pending before any court, governmental agency or arbitrator, or, to the knowledge of the Guarantor, threatened, against or affecting Guarantor or any of its properties or revenues which may, in any one case or in the aggregate, adversely affect the ability of Guarantor to enter into or perform its obligations under this Guaranty, and (e) no consent or authorization of, filing with, or other act by or in respect of, any arbitrator or Governmental Authority, and no consent of any other Person (including, any stockholder or creditor of the Guarantor), that has not heretofore been obtained is required in connection with the execution, delivery, performance, validity or enforceability of this Guaranty by Guarantor.

7. Notices. Notices under this Guaranty shall be deemed received if sent to the address specified below: (i) on the day received if served by overnight express delivery, and (ii) four Business Days after mailing if sent by certified, first class mail, return receipt requested. If transmitted by facsimile, such notice shall be deemed received when the confirmation of transmission thereof is received by the party giving the notice. Any party may change its address or facsimile to which notice is given hereunder by providing notice of the same in accordance with this Paragraph 7.

If delivered to Buyer, to it at
Attn:
Fax:

If delivered to Guarantor, to it at
Attn:
Fax:

8. Governing Law and Forum Selection. This Guaranty shall be governed by, and interpreted and construed in accordance with, the laws of the United States and the State of California, excluding choice of law rules. The Parties agree that any suit, action or other legal proceeding by or against any party (or its affiliates or designees) with respect to or arising out of this Guaranty shall be brought in the federal courts of the United States or the courts of the State of California sitting in the City and County of Los Angeles, California.

9. Miscellaneous. This Guaranty shall be binding upon Guarantor and its successors and assigns and shall inure to the benefit of Buyer and its successors and permitted assigns pursuant to the PPA. No provision of this Guaranty may be amended or waived except by a written instrument

executed by Guarantor and Buyer. This Guaranty is not assignable by Guarantor without the prior written consent of Buyer. No provision of this Guaranty confers, nor is any provision intended to confer, upon any third party (other than Buyer's successors and permitted assigns) any benefit or right enforceable at the option of that third party. This Guaranty embodies the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of the parties hereto, verbal or written, relating to the subject matter hereof. If any provision of this Guaranty is determined to be illegal or unenforceable (i) such provision shall be deemed restated in accordance with applicable Laws to reflect, as nearly as possible, the original intention of the parties hereto and (ii) such determination shall not affect any other provision of this Guaranty and all other provisions shall remain in full force and effect. This Guaranty may be executed in any number of separate counterparts, each of which when so executed shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Guaranty may be executed and delivered by electronic means with the same force and effect as if the same was a fully executed and delivered original manual counterpart.

10. WAIVER OF JURY TRIAL; JUDICIAL REFERENCE.

(a) JURY WAIVER. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

(b) JUDICIAL REFERENCE. IN THE EVENT ANY LEGAL PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA (THE "COURT") BY OR AGAINST ANY PARTY HERETO IN CONNECTION WITH ANY CONTROVERSY, DISPUTE OR CLAIM DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) (EACH, A "CLAIM") AND THE WAIVER SET FORTH IN THE PRECEDING PARAGRAPH IS NOT ENFORCEABLE IN SUCH ACTION OR PROCEEDING, THE PARTIES HERETO AGREE AS FOLLOWS:

- (i) ANY CLAIM (INCLUDING BUT NOT LIMITED TO ALL DISCOVERY AND LAW AND MOTION MATTERS, PRETRIAL MOTIONS, TRIAL MATTERS AND POST-TRIAL MOTIONS) WILL BE DETERMINED BY A GENERAL REFERENCE PROCEEDING IN ACCORDANCE WITH THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 THROUGH 645.1. THE PARTIES INTEND THIS GENERAL REFERENCE AGREEMENT

TO BE SPECIFICALLY ENFORCEABLE IN ACCORDANCE WITH CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638.

- (ii) UPON THE WRITTEN REQUEST OF ANY PARTY, THE PARTIES SHALL SELECT A SINGLE REFEREE, WHO SHALL BE A RETIRED JUDGE OR JUSTICE. IF THE PARTIES DO NOT AGREE UPON A REFEREE WITHIN TEN (10) DAYS OF SUCH WRITTEN REQUEST, THEN, ANY PARTY MAY REQUEST THE COURT TO APPOINT A REFEREE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 640(B).
- (iii) THE PARTIES RECOGNIZE AND AGREE THAT ALL CLAIMS RESOLVED IN A GENERAL REFERENCE PROCEEDING PURSUANT HERETO WILL BE DECIDED BY A REFEREE AND NOT BY A JURY.

[Signature on next page]

IN WITNESS WHEREOF, the undersigned has caused this Guaranty to be duly executed and delivered by its duly authorized representative on the date first above written.

GUARANTOR:

[_____]

By: _____

Printed Name: _____

Title: _____

BUYER:

[_____]

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT T

FORM OF CONSENT TO COLLATERAL ASSIGNMENT

This CONSENT AND AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “Consent”), dated as of [], is executed by **CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA**, a California joint powers authority (together with its successors, designees and assigns, “Contracting Party”), [], a Delaware limited liability company (together with its successors, designees and assigns, “Collateral Assignor”), and [], in its capacity as the collateral agent (together with its successors, designees and assigns in such capacity, “Collateral Agent”) for the Secured Parties (as defined in the Financing Agreement described below). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms, directly or by reference, in Exhibit A to the Financing Agreement.

RECITALS

A. [], a Delaware limited liability company (“Class B Member”), and [], a Delaware limited liability company (“Seller”, and jointly and severally with Class B Member, the “Borrower”) has entered into that certain Financing Agreement, dated as of [] (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Financing Agreement”), with the financial institutions from time to time party thereto as lenders (the “Lenders”), [], as Collateral Agent for the Secured Parties and as Administrative Agent, the Issuing Banks (each as defined therein), and any other agents and Persons party thereto, pursuant to which, among other things, the Secured Parties have agreed to extend financing to Borrower with respect to the construction, ownership, operation and maintenance of the Project (defined below).

B. Borrower’s subsidiaries are operating, and constructing and will operate, a solar photovoltaic power plant for the generation of electrical energy and storage and all related ancillary systems, located or to be located in California, and as further described in the Financing Agreement as the “Project” (the “Project”).

C. Collateral Assignor has entered into that certain Power Purchase and Sale Agreement, dated as of [] (as may be further amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms hereof, the “Assigned Agreement”) with Contracting Party.

D. As a condition to the extension of credit under the Financing Agreement, Collateral Assignor has entered into that certain Guaranty and Security Agreement, dated as of [] with Collateral Agent (as amended and in effect from time to time, the “Security Agreement”), pursuant to which Collateral Assignor has collaterally assigned and granted to Collateral Agent for the benefit of the Secured Parties a first-priority security interest in all of Collateral Assignor’s right, title and interest in, to and under the Assigned Agreement, including all of Collateral Assignor’s rights to receive payments under or with respect to the Assigned Agreement and all payments due and to become due to Collateral Assignor under or with respect to the Assigned Agreement, whether as contractual obligations, damages, indemnity payments or otherwise (collectively, the

“Assigned Collateral Interest”), as collateral security for satisfaction of all Obligations (as defined in the Financing Agreement) under the Financing Agreement and the other related financing documents (the “Financing Documents”).

E. It is a requirement under the Financing Agreement and the other Financing Documents that Contracting Party and the other parties hereto shall have executed this Consent.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree, notwithstanding anything to the contrary in the Assigned Agreement, as follows:

1. Consent and Agreement. Contracting Party:

(a) waives the Collateral Assignor’s requirement to provide prior written notice to the Contracting Party at least fifteen (15) business days prior to the assignment of the Assigned Collateral Interest pursuant to Section 14.3 of the Assigned Agreement, and acknowledges and consents in all respects to the assignment of the Assigned Collateral Interest as collateral security to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement and the terms hereof;

(b) acknowledges the right (but not the obligation) of Collateral Agent in the exercise of its rights and remedies under the Financing Agreement and the other Financing Documents, upon notice to Contracting Party that an Event of Default has occurred and is continuing under the Financing Agreement or any other Financing Documents, to cure any defaults of Collateral Assignor, make all demands, give all notices, take all actions, and exercise all rights of Collateral Assignor under the Assigned Agreement and agrees to accept any such exercise;

(c) agrees not to: (i) cancel, terminate, suspend performance or waive compliance under the Assigned Agreement, except as provided in the Assigned Agreement or by operation of law and, in any event, except as provided in Section 4 of this Consent; (ii) consent to or accept any cancellation, termination, suspension or waiver of the Assigned Agreement by Collateral Assignor without the prior written consent of Collateral Agent; or (iii) assign, transfer or otherwise dispose of (by operation of law or otherwise) any part of its right, title or interest in the Assigned Agreement, without the prior written consent of Collateral Agent (such consent not to be unreasonably withheld, conditioned or delayed);

(d) agrees not to amend, supplement or modify the Assigned Agreement in any material respect (excluding routine or immaterial change orders or amendments), unless Contracting Party provides the Collateral Agent with the proposed amendment, supplement, waiver, other modification or consent not less than fifteen (15) Banking Days prior to the proposed date of the execution thereof and the Collateral Agent consents in writing thereto (such consent not to be unreasonably withheld, conditioned or delayed); and

(e) agrees to promptly deliver to Collateral Agent duplicates or copies of all material notices of or with respect to actual or threatened litigation or arbitration, material default, suspension, material waiver or termination delivered by Contracting Party to Collateral Assignor under or pursuant to the Assigned Agreement.

2. Collateral Assignor's Acknowledgement. Collateral Assignor acknowledges and agrees that Contracting Party is authorized to perform its obligations under the Assigned Agreement in accordance with its terms upon notice by Collateral Agent, which notice shall be deemed to be in compliance with Collateral Agent's rights under the Security Agreement and this Consent without any obligation for investigation on the part of Contracting Party, and that Contracting Party shall bear no liability to Collateral Assignor in connection therewith.

3. Subsequent Transferee.

If Collateral Agent gives prior written notice to Contracting Party that an Event of Default under the Financing Agreement or any other Financing Document has occurred and is continuing and Collateral Agent has elected to exercise its rights and remedies pursuant to the Financing Agreement and the Security Agreement with respect to the foreclosure (whether judicial or nonjudicial) or sale of the Assigned Collateral Interest (or any portion thereof), Collateral Agent acknowledges and agrees it shall not assume, sell or otherwise dispose of the Assigned Collateral Interest (or any portion thereof) or any of Collateral Agent's rights under or to the Assigned Collateral Interest (or any portion thereof, and whether by foreclosure sale or other liquidation sale, conveyance in lieu of foreclosure or otherwise) unless, on or before the date of any such assumption, sale or disposition, Collateral Agent or any third party, as the case maybe, assuming, purchasing or otherwise acquiring the Assigned Agreement (or any portion thereof) (i) cures any and all defaults of Collateral Assignor under the Assigned Agreement (excluding any Personal Defaults (as defined below) that shall be deemed cured upon such foreclosure or assumption); (ii) pays Contracting Party any and all sums due and payable by Collateral Assignor to Contracting Party prior to any such assumption, sale or disposition, including but not limited to any and all damages owed by Collateral Assignor to Contracting Party; (iii) executes and delivers to Contracting Party a written assumption in which such proposed transferee (aa) expressly assumes all of Collateral Assignor's rights and obligations under the Assigned Agreement, (bb) expressly agrees to be bound by the terms of the Assigned Agreement to the same extent the Collateral Assignor is thereunder, and (cc) agrees it is subject to Contracting Party's rights and defenses under the Assigned Agreement and applicable law; and (iv) is a Permitted Transferee (collectively, a "Subsequent Transferee"). A "Permitted Transferee" means (i) the Collateral Agent; (ii) a proposed transferee (or its ultimate parent) who has a tangible net worth that is equal to or in excess of \$150,000,000, or a Credit Rating of at least BBB- from S&P, BBB- from Fitch, or Baa3 from Moody's, and has at least two (2) years of experience owning or operating power generating facilities of a size equal to or in excess of 100 MW ac or has hired a manager or operator with such qualifications to operate the Project; or (iii) any other person approved by the Contracting Party. As used herein, Personal Defaults mean defaults that are personal to the Collateral Assignor and not curable by the Collateral Agent, such as the bankruptcy or insolvency of the Collateral Assignor.

(a) Collateral Agent further acknowledges that the collateral assignment of the Assigned Collateral Interest is for security purposes and is subject to any defenses or causes of action Contracting Party may have against Collateral Assignor and that Collateral Agent does not have the right under the Assigned Agreement to enforce the provisions of the Assigned Agreement unless and until an event of default has occurred and is continuing under the Financing Agreement or other Financing Documents and to the extent that Collateral Agent has elected to exercise its rights and remedies pursuant to the Financing Agreement (each, a “Financing Default”), in which case Contracting Party shall (i) recognize the Subsequent Transferee as its counterparty under the Assigned Agreement and (ii) continue to perform its obligations under the Assigned Agreement in favor of the Subsequent Transferee; provided, however, that Collateral Assignor’s obligations under the Assigned Agreement shall continue in their entirety in full force and effect, and Contracting Party shall remain fully liable for all of its obligations under or relating to the Assigned Agreement. A Subsequent Transferee shall have the right to assign all of its interest in the Assigned Agreement to any person, subject to the limitations set forth in Section 3(a)(i)-(iii).

(b) Contracting Party acknowledges and agrees that, notwithstanding anything to the contrary in the Assigned Agreement, none of (i) the assignment of the Assigned Agreement pursuant to the Security Agreement, (ii) the foreclosure or any other enforcement action (any such action an “Enforcement Action”) undertaken by Collateral Agent in respect of its rights under the Security Agreement or any other related pledge agreement or mortgage (including any foreclosure on the direct or indirect membership interests of the Collateral Assignor), (iii) the acquisition of the rights of Collateral Assignor under the Assigned Agreement as a consequence of any Enforcement Action by Collateral Agent or any successor, assignee, designee or purchaser (each of whom shall be subject to the requirements in Section 3 of this Consent) (or acceptance of an absolute assignment of the Assigned Agreement in lieu of an Enforcement Action) or (iv) the assignment of the Assigned Agreement by Collateral Agent to a successor, assignee, designee or purchaser (each of whom shall be subject to the requirements in Section 3 of this Consent) following a purchase after an Enforcement Action or following an absolute assignment thereof in lieu of an Enforcement Action, in and of itself shall constitute a default by Collateral Assignor under the Assigned Agreement or shall result in termination thereof; provided, however, that nothing in this Section 3(c) shall preclude Contracting Party from declaring an event of default by the Collateral Assignor under the Assigned Agreement or a termination thereof for reasons other than those set forth in this Section 3(c).

Right to Cure. In the event of a default or breach by Collateral Assignor in the performance of any of its obligations under the Assigned Agreement, or upon the occurrence or non-occurrence of any event or condition under the Assigned Agreement which would immediately or with the passage of any applicable grace period or the giving of notice, or both, enable Contracting Party to terminate or suspend performance under the Assigned Agreement (hereinafter, a “Default”), Contracting Party shall not cancel, suspend or terminate the Assigned Agreement or its performance thereunder until it first gives written notice of such Default to Collateral Agent and affords Collateral Agent or its successor(s), assignee(s), or designee(s) (each of whom shall be subject to the requirements in Section 3 of this Consent) (a) a period of twenty (20) days from the Collateral Agent Default Notice Date (defined below) to cure such Default if such Default is the failure to pay amounts to Contracting Party which are due and payable under

the Assigned Agreement or (b) with respect to any other Default, the same cure period applicable to the Default in the Assigned Agreement; provided, if Collateral Agent provides notice to Contracting Party within such applicable cure period that Collateral agent intends to cure such non-payment Default but reasonable anticipates that it will require additional time as set forth in a cure plan provided to Contracting Party in accordance with Section 14.2(b) of the Assigned Agreement, then Collateral Agent shall have a reasonable opportunity, but no more than ninety (90) days from the Collateral Agent Default Notice Date (defined below) to cure such nonpayment Default (provided that during such cure period Collateral Agent or Collateral Assignor continues to perform each of Collateral Assignor's other obligations under the Assigned Agreement capable of being cured). The "Collateral Agent Default Notice Date" shall mean the later to occur of (Y) receipt of such notice and (Z) the expiration of the cure periods available to the Collateral Assignor under the Assigned Agreement. Notwithstanding anything to the contrary herein, if and only if the Default is a Personal Default, then, notwithstanding any right that Contracting Party may have to terminate the Assigned Agreement, Collateral Agent shall be entitled to assume the rights and obligations of Collateral Assignor within the cure period described in Section 4(b) (as extended pursuant to the following sentences), and provided that such assumption has occurred within such period and Collateral Agent has commenced taking the actions contemplated by the next sentence which it hereby acknowledges and agrees are required to cure a Personal Default (or for such Personal Default to be deemed cured), Contracting Party shall not be entitled to terminate the Assigned Agreement as a result of such Default. Upon the occurrence of an event of Personal Default whereby possession of the Project is necessary to cure such Personal Default, and Collateral Agent or its successor(s), assignee(s), or designee(s) (each of whom shall be subject to the requirements in Section 3 of this Consent) declares an Event of Default under the Financing Agreement or any other Financing Document and commences foreclosure proceedings or any other proceedings necessary to take possession of such Project within thirty (30) calendar days of the Collateral Agent Default Notice Date, Collateral Agent or its successor(s), assignee(s), or designee(s) (each of whom shall be subject to the requirements in Section 3 of this Consent) will be allowed a reasonable period to complete such proceedings, but in no event more than one hundred twenty (120) days from Collateral Agent Default Notice Date provided that the Collateral Agent cures all monetary Defaults upon completion of such foreclosure proceedings, including but not limited to payment by Collateral Agent of any and all damages owed by Collateral Assignor to Contracting Party. After taking possession of such Project, Collateral Agent or its successor(s), assignee(s), or designee(s) (each of whom shall be subject to the requirements in Section 3 of this Consent) shall commence curing such breach or Default within twenty (20) days after having possession of such Project and thereafter diligently to pursue such cure to completion within the period that is one hundred twenty (120) days from the Collateral Agent Default Notice Date. If Collateral Agent or its successor(s), assignee(s), or designee(s) (each of whom shall be subject to the requirements in Section 3 of this Consent) is prohibited by any court order, stay or injunction, or bankruptcy or insolvency proceedings of Collateral Assignor from curing the Default or from commencing or prosecuting such proceedings, the foregoing time periods shall be extended by the period of such prohibition, but in no event shall the period be extended beyond the date that is 180 days from the Collateral Agent Notice Default Date ("Tolled Cure Period"); provided, however, that if at any time during any applicable cure period, the Collateral Agent or its successor(s), assignee(s), or designee(s) has determined that it will no longer take any action to cure such breach or Default, the Collateral Agent shall promptly notify the Contracting Party in writing of such

determination and, following such notice, the Contracting Party shall have the right to suspend or terminate the Assigned Agreement or exercise its other remedies for such breach or Default, all in accordance with the terms of the Assigned Agreement. The Parties agree that notwithstanding anything to the contrary set forth herein, Contracting Party shall have the right to take any action permitted under the Assigned Agreement in respect of an event of default thereunder after the expiration of the cure periods set forth above or at any time during the Tolled Cure Period for a Personal Default if the Collateral Agent or Collateral Assignor fails to perform each of Collateral Assignor's other obligations under the Assigned Agreement (subject to the applicable cure periods set forth in Section 4(a) or (b) for any such other Default) and, for the avoidance of doubt, the extended cure periods set forth above that apply to periods of time in addition to the period of up to 90 days from the Collateral Agent Default Notice Date, apply solely to Personal Defaults and not to any other default under the Assigned Agreement.

4. In the event that the Assigned Agreement is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding of the Collateral Assignor, to the extent permitted by applicable law, Contracting Party and Collateral Assignor shall enter into a new contract with the Collateral Agent or its transferee, assignee or designee. Such new contract shall be on the same terms and conditions as the original Assigned Agreement for the remaining term of the original Assigned Agreement before giving effect to such termination.

5. No Liability. Contracting Party acknowledges and agrees that neither Collateral Agent nor the Secured Parties (nor any successor(s), assignee(s), designee(s) (each of whom shall be subject to the requirements in Section 3 of this Consent) or other representative of Collateral Agent or the Secured Parties) shall have any liability or obligation under the Assigned Agreement as a result of exercising its rights under this Consent (other than as a Subsequent Transferee under Section 3 of this Consent), the Financing Agreement or any other Financing Document, and neither Collateral Agent nor the Secured Parties (nor any successor(s), assignee(s), designee(s) (each of whom shall be subject to the requirements in Section 3 of this Consent) or other representative of Collateral Agent or the Secured Parties) shall be obligated or required to perform any of Collateral Assignor's obligations under the Assigned Agreement or to take any action to collect or enforce any claim for payment assigned under the Financing Agreement or any other Financing Document, except during any period in which such Person has elected to become a Subsequent Transferee pursuant to Section 3 of this Consent, in which case such Subsequent Transferee shall assume all of Collateral Assignor's rights and obligations under the Assigned Agreement in accordance with Section 3 of this Consent, provided, that the obligations of such Subsequent Transferee shall be no more but no less than that of Collateral Assignor under the Assigned Agreement

6. Liability Agreement. Collateral Assignor agrees to pay, and to hold Contracting Party harmless from, any and all balance owed, loss, liability, damage, claim, cost or expense, including without limitation, any direct, indirect or consequential loss, liability, damage, claim, cost or expenses, including legal fees and expenses (collectively, "Losses") in connection with or arising out of this Consent, other than Losses arising out of or relating to a breach or repudiation of Section 1 or Section 10 hereof.

7. Payment of Monies. Commencing on the date of this Consent and until the earlier

to occur of the (i) Term Conversion Date and (ii) Discharge Date, Contracting Party agrees to make all payments (if any) required to be made by it under the Assigned Agreement in U.S. dollars and in immediately available funds directly to the account described immediately below, or, if Contracting Party has been notified in writing by Collateral Agent (with a copy to Collateral Assignor) that an Event of Default under the Financing Agreement has occurred and is continuing, to such other Person or at such other address or account as Collateral Agent may from time to time specify in writing to Contracting Party. Collateral Assignor hereby instructs Contracting Party, and Contracting Party accepts such instructions, to make all payments due and payable to Collateral Assignor under the Assigned Agreement as set forth in the immediately preceding sentence. Collateral Assignor hereby consents to the foregoing and instructs Contracting Party to do so. Collateral Assignor hereby releases Contracting Party from all liability for making payments to the Collateral Agent in accordance with the requirements of this Section.

ACCOUNT:

LLC - Disbursement Account Account Number:
Bank Name:
Bank Address:
ABA:
Credit:

8. Setoffs and Deductions. Each of Collateral Assignor and Collateral Agent agrees that Contracting Party shall have any rights of set off expressly available to it under the Assigned Agreement. The parties hereto acknowledge and agree that Section 8 above is solely an instruction as to where payment is to be sent and is not a separate payment obligation of the Contracting Party from the payment obligations set forth in the Assigned Agreement.

9. Representations and Warranties. Contracting Party hereby represents and warrants to Collateral Assignor and Collateral Agent, as of the date of this Consent that:

(a) Contracting Party (i) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation/incorporation, (ii) is duly qualified, authorized to do business and in good standing under the laws of the jurisdiction of its formation/incorporation and in every other jurisdiction necessary to perform its obligations under the Assigned Agreement and this Consent, and (iii) has all requisite power and authority to conduct its business as now conducted, to own its properties and assets, and to execute, deliver and perform its obligations under the Assigned Agreement and this Consent, and to carry out the terms thereof and hereof and the transactions contemplated thereby and hereby;

(b) The execution, delivery and performance by Contracting Party of the Assigned Agreement and this Consent, and the consummation of the transactions contemplated thereby and hereby, have been duly authorized by all necessary corporate or limited liability company action, as applicable, and do not and will not require any further authorizations, consents or approvals or filings with any Person which have not been obtained or made, or violate or conflict with any provision of any law, regulation, order, permit, license, rule, judgment, injunction, or similar matters or breach any material agreement, indenture, contract or organizational document

presently in effect with respect to or binding on Contracting Party or any properties to which Contracting Party may be bound;

(c) Contracting Party, to the best of Contracting Party's actual knowledge, is not in default under any document or instrument referred to in the preceding paragraph (b), or any of its obligations thereunder;

(d) All governmental approvals necessary for the execution, delivery and performance by Contracting Party of its obligations under the Assigned Agreement have been obtained and are in full force and effect, except those governmental approvals routinely obtained during the ordinary course of business during the execution of the applicable Project;

(e) Each of this Consent and the Assigned Agreement is in full force and effect, has been duly executed and delivered on behalf of Contracting Party by the appropriate representatives of Contracting Party, constitutes the legal, valid and binding obligation of Contracting Party, enforceable against Contracting Party in accordance with their respective terms except as enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting the enforcement of rights generally;

(f) The Assigned Agreement is in full force and effect and has not been amended, supplemented or modified, and there are no related change orders and like documents. The Assigned Agreement and this Consent are the only agreements between Contracting Party and Collateral Assignor;

(g) There is no litigation, action, suit, proceeding or investigation at law or in equity by or before any governmental authority, arbitral tribunal or other body now pending or, to the actual knowledge of Contracting Party, threatened against or affecting Contracting Party that (i) questions the validity, binding effect or enforceability hereof or of the Assigned Agreement, or any action taken or to be taken pursuant hereto or thereto or any transactions contemplated hereby or thereby, (ii) could have a materially adverse effect on the performance of the obligations hereof or of the Assigned Agreement or the condition (financial or otherwise), business, or operation of Contracting Party, or (iii) could modify or otherwise adversely affect any required approvals, filings or consents which have previously been obtained or made;

(h) To Contracting Party's actual knowledge, (i) no event of force majeure exists under, and as defined in, the Assigned Agreement, (ii) no event or condition exists which would either immediately or with the passage of any applicable grace period or giving of notice, or both, enable Contracting Party to terminate or suspend its obligations under the Assigned Agreement, (iii) there are no disputes or legal proceedings between Contracting Party and Collateral Assignor, and (iv) Collateral Assignor does not owe any indemnity payments or other amounts to Contracting Party under the Assigned Agreement, and no amounts are currently due and payable to Contracting Party under the Assigned Agreement which have not been paid;

(i) Notwithstanding anything to the contrary in the Assigned Agreement, after giving effect to the assignment by Collateral Assignor to Collateral Agent of the Assigned Collateral Interest as set forth herein and pursuant to the Security Agreement, and after giving effect to the

acknowledgment of and consent to such assignment by Contracting Party, there exists no event or condition which would constitute a default, or which would, with the giving of notice or lapse of time or both, constitute a default under the Assigned Agreement. Contracting Party, to the actual knowledge of Contracting Party, has complied with all conditions precedent to the respective obligations of such parties to perform under the Assigned Agreement;

(j) Other than this Consent and the Security Agreement, the Contracting Party is not actually aware of any pledge, assignment or other transfer of any interest in the Assigned Agreement; and

(k) To Contracting Party's actual knowledge there are no facts entitling Contracting Party to any claim, counterclaim, offset or defense against Collateral Assignor in respect to the Assigned Agreement.

Each of the representations and warranties set forth in this Section 10 shall survive the execution and delivery of this Consent and the consummation of the transactions contemplated hereby for a period of three (3) years.

10. No Representation or Warranty Regarding Collateral Assignor's Interest in Assigned Agreement. Collateral Assignor and Collateral Agent each recognizes and acknowledges that Collateral Assignor makes no representation or warranty, express or implied, that Collateral Assignor has any right, title, or interest in the Assigned Agreement or as to the priority of the assignment for security purposes of the Assigned Agreement or the Assigned Collateral Interest.

11. Notices. Any communications hereunder between or among the parties hereto, or any notices provided herein to be given, may be given to the following addresses:

If to Contracting Party: Clean Power Alliance of Southern California,
801 S. Grand Ave., Suite 400
Los Angeles, CA 90017
Attn: Executive Director
Phone: (213) 269-5870
Email: tbardacke@cleanpoweralliance.org

If to Collateral Agent:

If to Collateral Assignor: LLC
c/o Solar Asset Management LLC
4900 Scottsdale Road, Suite 5000 Scottsdale, AZ
85251
Attn: VP Asset Management
Tel: (480) 424-1240
Email:
am@clearwayenergy.com

With copy to: LLC

c/o Solar Asset Management LLC
5790 Fleet Street, Suite 200
Carlsbad, CA 92008
Attn: General Counsel
Tel: (760) 710-2187
Email: legal@clearwayenergy.com

All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered as properly given (a) if delivered in person, (b) if sent by overnight delivery service, (c) if mailed by first class mail, postage prepaid, registered or certified with return receipt requested, or (d) if sent by facsimile. Any notice or other communication so given shall be effective upon receipt by the addressee, except that any notice or other communication so transmitted by facsimile shall be deemed to have been validly and effectively given on the day (if a Banking Day and, if not, on the next following Banking Day) on which it is transmitted if transmitted before 5:00 p.m., recipient's time, and if transmitted after that time, on the next following Banking Day; provided, however, that if any notice or other communication is tendered to an addressee and the delivery thereof is refused by such addressee, such notice or other communication shall be effective upon such tender. Any party shall have the right to change its address for notice hereunder by giving written notice of such change to the other parties in the manner set forth in this Section 12. As used herein, "Banking Day" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday and shall be between the hours of 8:00 a.m. and 5:00 p.m. local time for the relevant Party's principal place of business where the relevant Party, in each instance unless otherwise specified, shall be the Party from whom the notice, payment or delivery is being sent and by whom the notice or payment or delivery is to be received.

12. Binding Effect; Amendments. This Consent shall be binding upon and shall inure to the benefit of Contracting Party, Collateral Assignor, Collateral Agent and the Secured Parties and their respective successors, transferees and permitted assigns (including, without limitation, any Person that refinances all or any portion of the Obligations under the Financing Agreement). Contracting Party also agrees to cause any successor-in-interest to Contracting Party with respect to its interest in the Assigned Agreement to assume, in writing in form and substance reasonably satisfactory to Collateral Agent and the Secured Parties, the obligations of Contracting Party hereunder. No termination, amendment, variation or waiver of any provisions of this Consent shall be effective unless in writing and signed by Contracting Party, Collateral Agent and Collateral Assignor.

13. Governing Law. THIS CONSENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH, AND THIS CONSENT AND ALL MATTERS ARISING OUT OF THIS CONSENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, THE LAW OF THE STATE OF CALIFORNIA WITHOUT REGARD TO ANY CONFLICTS OF LAWS PROVISIONS THEREOF THAT WOULD RESULT IN THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

14. Venue. NOTWITHSTANDING ANY RIGHT THAT THEY MAY OTHERWISE HAVE UNDER LAW TO VENUE IN OTHER COUNTIES OR LOCATION, THE PARTIES

CONSENT TO EXCLUSIVE JURISDICTION AND VENUE OF THE UNITED STATES DISTRICT COURT OR CALIFORNIA STATE COURT SITTING IN THE CITY AND COUNTY OF LOS ANGELES, CALIFORNIA FOR THE LITIGATION OF DISPUTES OF ANY NATURE ARISING OUT OF OR RELATING TO THIS CONSENT INCLUDING, WITHOUT LIMITATION, DISPUTES SOUNDING IN CONTRACT, TORT OR BASED ON STATUTE OR REGULATION, THAT THE PARTIES ARE UNABLE TO SETTLE BETWEEN THEMSELVES. **CONTRACTING PARTY, COLLATERAL ASSIGNOR AND COLLATERAL AGENT IRREVOCABLY CONSENT TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL TO CONTRACTING PARTY AT ITS NOTICE ADDRESS PROVIDED PURSUANT TO SECTION 11 HEREOF. EACH OF CONTRACTING PARTY, COLLATERAL ASSIGNOR AND COLLATERAL AGENT IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.**

15. Further Assurances. Contracting Party will, upon the reasonable written request of Collateral Agent, execute and deliver such further documents and do such other acts and things as may be necessary to effectuate the purposes of this Consent at Collateral Assignor's cost and expense.

16. Severability. If any provision of this Consent is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Consent shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provision with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provision. The invalidity of a provision of this Consent in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

17. Counterparts. This Consent may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signatures are physically attached to the same document. Delivery of an executed counterpart of a signature page to this Consent by facsimile or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Consent.

18. Headings. The headings of the sections and subsections of this Consent are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Consent.

19. Interpretation. All references in this Consent to any document, instrument or agreement (a) shall include all contract variations, change orders, exhibits, schedules and other

attachments thereto, and (b) shall include all documents, instruments or agreements issued or executed in replacement thereof, as amended, modified and supplemented from time to time and in effect at any given time. In the event of any conflict between the terms, conditions and provisions of this Consent and any agreement, document or instrument, the terms, conditions and provisions of this Consent shall prevail.

20. Collateral Agent's Rights. The Collateral Agent shall have the right to assign the Assigned Agreement to a Person to whom the applicable Project is transferred, subject to the limitations set forth in Section 3(a)(i)-(iii). Upon such assignment, the Collateral Agent shall be released from any further liability under the Assigned Agreement or such new agreement to the extent of the interest assigned.

21. Acknowledgements. The Contracting Party and Collateral Assignor acknowledge and agree with respect to the Assigned Agreement that:

- (i) The Collateral Agent and the Secured Parties are "Lenders" under the Assigned Agreement and shall have all rights of Lenders under the Assigned Agreement.
- (ii) For avoidance of doubt, the restriction set forth in Section 11.6 of the Assigned Agreement applies only to the [] MWac portion of Collateral Assignor's [] MWac Project comprised by the "Facility" (as defined in the Assigned Agreement) to which the Assigned Agreement relates and shall not restrict any sale to any third party from any portion of the other [] MWac portion of the Project.

[SIGNATURES FOLLOW]

EXHIBIT U

Supply Chain Code of Conduct

Buyer is committed to ensuring that the fundamental human rights of workers are protected, including addressing the potential risks of forced labor, child labor, servitude, human trafficking and slavery across our portfolio.

Our requirements and expectations for Seller's direct equipment suppliers are detailed below in our Supply Chain Code of Conduct ("**Supply Chain Code**"). Seller must comply with all applicable Laws and this Supply Chain Code, even when this Supply Chain Code exceeds the requirements of applicable Law.

These standards are derived from the United Nations Guiding Principles on Business and Human Rights, the Core Conventions of the International Labour Organization ("ILO"), including the ILO Declaration on Fundamental Principles and Rights at Work, the Solar Energy Industries Association Solar Industry Commitment to Environmental & Social Responsibility, and the Responsible Business Alliance Code of Conduct.

1. **Freely Chosen Employment**

Forced, bonded (including debt bondage) or indentured labor, involuntary or exploitative prison labor, slavery or trafficking of persons is not permitted. This includes transporting, harboring, recruiting, transferring, or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services. There shall be no unreasonable restrictions on workers' freedom of movement in the facility in addition to unreasonable restrictions on entering or exiting company provided facilities including, if applicable, workers' dormitories or living quarters. All work must be voluntary, and workers shall be free to leave work at any time or terminate their employment without penalty if reasonable notice is given as per worker's contract. Employers, agents, and sub-agents' may not hold or otherwise destroy, conceal, or confiscate identity or immigration documents, such as government-issued identification, passports, or work permits. Employers can only hold documentation if such holdings are required by law. In this case, at no time should workers be denied access to their documents. Workers shall not be required to pay employers' agents or sub-agents' recruitment fees or other related fees for their employment. If any such fees are found to have been paid by workers, such fees shall be repaid to the worker.

2. **Young Workers**

Child labor is not to be used in any stage of manufacturing. The term "child" refers to any person under the age of 15, or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest. Suppliers shall implement an appropriate mechanism to verify the age of workers. The use of legitimate workplace learning programs, which comply with all laws and regulations, is supported. Workers under the age of 18 shall not perform work that is likely to jeopardize their health or safety, including night shifts and overtime. Suppliers shall ensure proper management of student workers through proper maintenance of student records, rigorous due diligence of educational partners, and protection of students' rights in accordance with applicable laws and regulations. Suppliers shall provide appropriate support and training to all student workers. In the absence of local law, the wage rate for student workers, interns, and apprentices shall be at least the same wage rate as other entry-level workers performing equal or similar tasks. If child labor is identified, assistance/remediation is provided.

3. Working Hours

Studies of business practices clearly link worker strain to reduced productivity, increased turnover, and increased injury and illness. Working hours are not to exceed the maximum set by local law. Further, a workweek should not be more than 60 hours per week, including overtime, except in emergency or unusual situations. All overtime must be voluntary. Workers shall be allowed at least one day off every seven days.

4. Wages and Benefits

Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. In compliance with local laws, workers shall be compensated for overtime at pay rates greater than regular hourly rates. Deductions from wages as a disciplinary measure shall not be permitted. For each pay period, workers shall be provided with a timely and understandable wage statement that includes sufficient information to verify accurate compensation for work performed. All use of temporary, dispatch and outsourced labor will be within the limits of the local law.

5. Humane Treatment

There is to be no harsh or inhumane treatment including violence, gender-based violence, sexual harassment, sexual abuse, corporal punishment, mental or physical coercion, bullying, public shaming, or verbal abuse of workers; nor is there to be the threat of any such treatment. Disciplinary policies and procedures in support of these requirements shall be clearly defined and communicated to workers.

6. Non-Discrimination/Non-Harassment

Suppliers should be committed to a workplace free of harassment and unlawful discrimination. Companies shall not engage in discrimination or harassment based on race, color, age, gender, sexual orientation, gender identity and expression, ethnicity or national origin, disability, pregnancy, religion, political affiliation, union membership, covered veteran status, protected genetic information or marital status in hiring and employment practices such as wages, promotions, rewards, and access to training. Workers shall be provided with reasonable accommodation for religious practices. In addition, workers or potential workers should not be subjected to medical tests that could be used in a discriminatory way or otherwise in violation of applicable law. This was drafted in consideration of ILO Discrimination (Employment and Occupation) Convention (No.111).

7. Freedom of Association

In conformance with local law, Suppliers shall respect the right of all workers to form and join trade unions of their own choosing, to bargain collectively, and to engage in peaceful assembly as well as respect the right of workers to refrain from such activities. Workers and/or their representatives shall be able to openly communicate and share ideas and concerns with management regarding working conditions and management practices without fear of discrimination, reprisal, intimidation, or harassment.

EXECUTION VERSION**RENEWABLE POWER PURCHASE AGREEMENT****COVER SHEET**

Seller: Daggett Solar Power 2 LLC

Buyer: Clean Power Alliance of Southern California, a California joint powers authority

Description of Facility: A dedicated and separately metered 65 MW AC portion of an approximately 482 MW AC solar photovoltaic generating facility, along with a dedicated and separately metered 52 MW/208 MWh battery energy storage facility, all located in San Bernardino County, in the State of California, as further described in Exhibit A and subject to adjustment as described in Sections 2.5, 2.6, 2.7 and Section 5 of Exhibit B.

Milestones:

Milestone	Expected Date for Completion
Evidence of Site Control	Complete
Documentation of Conditional Use Permit if required: CEQA [X] Cat Ex, [] Neg Dec, [] Mitigated Neg Dec, [x] EIR	Complete
Seller's receipt of Phase I and Phase II Interconnection study results for Seller's Interconnection Facilities	Complete
Executed Interconnection Agreement	Complete
Financial Close	██████████
Expected Construction Start Date	██████████
Initial Synchronization	10/1/2022
Network Upgrades completed (evidenced by delivery of permission to parallel letter from the Transmission Provider)	8/1/2022
Expected Date of CAISO Commercial Operation	8/1/2023
Expected Commercial Operation Date	10/1/2023

Delivery Term: Fifteen (15) Contract Years

Delivery Term Expected Energy:

Contract Year	Expected Energy (MWh)
1	202,432
2	██████
3	██████
4	██████
5	██████
6	██████
7	██████
8	██████
9	██████
10	██████
11	██████
12	██████
13	██████
14	██████
15	██████

Guaranteed Capacity: 117 MW of total Facility capacity

Guaranteed Storage Capacity: 52 MW of Installed Storage Capacity at four (4) hours of continuous discharge

Guaranteed PV Capacity: 65 MW of Installed PV Capacity

Guaranteed Efficiency Rate:

Contract Year	Guaranteed Efficiency Rate
1	██████

2	████
3	████
4	████
5	████
6	████
7	████
8	████
9	████
10	████
11	████
12	████
13	████
14	████
15	████

Guaranteed Construction Start Date: 3/31/2023

Guaranteed Commercial Operation Date: 10/1/2023

Contract Price

The Renewable Rate shall be:

Contract Year	Renewable Rate
1 – 15	\$████/MWh (flat) with no escalation

The Storage Rate shall be:

Contract Year	Storage Rate
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1 – 15	\$ [REDACTED] /kW-mo. (flat) with no escalation
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Product

- PV Energy
- Discharging Energy
- Green Attributes (if Renewable Energy Credit, please check the applicable box below):
 - Portfolio Content Category 1
 - Portfolio Content Category 2
 - Portfolio Content Category 3
- Installed Storage Capacity and Effective Storage Capacity
- Ancillary Services
- Capacity Attributes (select options below as applicable)
 - Full Capacity Deliverability Status: for the Facility

Anticipated Flexible Capacity: Amount: 52 MW

Scheduling Coordinator: Buyer

Security Amounts and Guarantor:

Development Security: \$60/kW of Guaranteed PV Capacity plus \$90/kW of Guaranteed Storage Capacity

Performance Security: \$60/kW of the lesser of Guaranteed PV Capacity and Installed PV Capacity plus \$90/kW of the lesser of Guaranteed Storage Capacity and Installed Storage Capacity

Guarantor: N/A on Effective Date

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RENEWABLE POWER PURCHASE AGREEMENT

This Renewable Power Purchase Agreement (“**Agreement**”) is entered into as of _____ (the “**Effective Date**”), between Buyer and Seller. Buyer and Seller are sometimes referred to herein individually as a “**Party**” and jointly as the “**Parties**.” All capitalized terms used in this Agreement are used with the meanings ascribed to them in Article 1 to this Agreement.

RECITALS

WHEREAS, Seller intends to develop, design, construct, own, and operate the Facility;
and

WHEREAS, Seller desires to sell, and Buyer desires to purchase, on the terms and conditions set forth in this Agreement, the Product;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree to the following:

ARTICLE 1 DEFINITIONS

1.1 **Contract Definitions.** The following terms, when used herein with initial capitalization, shall have the meanings set forth below:

“**AC**” means alternating current.

“**Accepted Compliance Costs**” has the meaning set forth in Section 3.12(c).

“**Adjusted Energy Production**” has the meaning set forth in Exhibit G.

“**Affiliate**” means, with respect to any Person, each Person that directly or indirectly controls, is controlled by, or is under common control with such designated Person. For purposes of this definition and the definition of “Permitted Transferee”, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean (a) the direct or indirect right to cast at least fifty percent (50%) of the votes exercisable at an annual general meeting (or its equivalent) of such Person or, if there are no such rights, ownership of at least fifty percent (50%) of the equity or other ownership interest in such Person, or (b) the right to direct the policies or operations of such Person.

“**Agreement**” has the meaning set forth in the Preamble and includes the Cover Sheet and any Exhibits, schedules and any written supplements hereto.

“**Alternative Dispatches**” has the meaning set forth in Section 4.5(j).

“**Ancillary Services**” means spinning reserve, non-spinning reserve, regulation up, regulation down, black start, voltage support, and any other ancillary services that the Facility is

capable of providing consistent with the Operating Restrictions, as each is defined in the CAISO Tariff.

“**Ancillary Services Dispatch**” means any Charging Notice or Discharging Notice that instructs the Storage Facility to provide any Ancillary Services.

“**Annual Storage Capacity Availability**” has the meaning set forth in Exhibit P.

“**Anticipated Flexible Capacity**” means the amount and category of Flexible Capacity identified on the Cover Sheet which Seller anticipates as of the Effective Date that the Facility will be qualified by the CAISO to provide to Buyer.

“**Approved Forecast Vendor**” means (x) any of CAISO or (y) any other vendor reasonably acceptable to both Buyer and Seller for the purposes of providing or verifying the forecasts under Section 4.3(d).

“**Assignment Agreement**” has the meaning set forth in Section 14.5.

“**Automated Dispatch System**” or “**ADS**” has the meaning set forth in the CAISO Tariff.

“**Automated Dispatches**” has the meaning set forth in Section 4.5(j).

“**Automatic Generation Control**” or “**AGC**” has the meaning set forth in the CAISO Tariff.

“**Availability Notice**” means Seller’s availability forecasts issued pursuant to Section 4.3 with respect to the Available Effective Storage Capacity and Available Storage Capability.

“**Availability Standards**” has the meaning set forth in the CAISO Tariff or such other similar term as modified and approved by FERC hereafter to be incorporated in the CAISO Tariff.

“**Available Effective Storage Capacity**” has the meaning in Exhibit P.

“**Available Generating Facility Capacity**” means the capacity of the Generating Facility, expressed in whole MWs, that is mechanically available to generate Energy.

“**Available Storage Capability**” has the meaning in Exhibit P.

“**Bankrupt**” or “**Bankruptcy**” means with respect to any entity, such entity that (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar Law, (b) has any such petition filed or commenced against it which remains unstayed or undismissed for a period of ninety (90) days, (c) makes an assignment or any general arrangement for the benefit of creditors, (d) otherwise becomes bankrupt or insolvent (however evidenced), (e) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (f) is generally unable to pay its debts as they fall due.

“Battery Charging Factor” means the percentage SOC of the Storage Facility after the first five (5) hours of the charging phase of the applicable Storage Capacity Test.

“Battery Discharging Factor” means one (1) minus the percentage SOC of the Storage Facility after the first four (4) hours of the discharging phase of the applicable Storage Capacity Test.

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday in California. A Business Day begins at 8:00 a.m. and ends at 5:00 p.m. local time for the Party sending a Notice, or payment, or performing a specified action.

“Buyer” has the meaning set forth on the Cover Sheet.

“Buyer Assignee” has the meaning set forth in Section 14.5.

“Buyer Bid Curtailment” means the occurrence of both of the following:

(a) the CAISO provides notice to a Party or the SC for the Generating Facility, requiring the Party to curtail any PV Energy which would have been produced from the Generating Facility for a period of time based on the full amount of PV Energy forecasted for the Generating Facility for such period in accordance with the most recent forecast available under Section 4.3; and

(b) for the same time period as referenced in (a), the notice referenced in (a) results from Buyer or the SC for the Generating Facility either (i) not having submitted a Self-Schedule for the MWs subject to the reduction or (ii) having submitted a Self-Schedule in the Day-Ahead Market for the MWs subject to the reduction, but thereafter having submitted an Energy Supply Bid (as defined in the CAISO Tariff) in the Real-Time Market for such MWs subject to the reduction.

If the Generating Facility is subject to a Planned Outage, Forced Facility Outage, Force Majeure Event and/or a Curtailment Period (excluding, for the avoidance of doubt, a curtailment covered by (a) and (b) above that is not during a period covered by any other circumstances within the definition of Curtailment Period) during the same time period as referenced in (a), then the calculation of Deemed Delivered Energy during such period shall not include any PV Energy that was not delivered or stored due to such Planned Outage, Forced Facility Outage, Force Majeure Event or Curtailment Period (excluding, for the avoidance of doubt, a curtailment covered by (a) and (b) above that is not during a period covered by any other circumstances within the definition of Curtailment Period).

“Buyer Curtailment Order” means the instruction from Buyer to Seller to reduce PV Energy from the Generating Facility by the amount, and for the period of time set forth in such instruction, for reasons unrelated to a Planned Outage, Forced Facility Outage, Force Majeure Event affecting the Facility and/or Curtailment Order.

“Buyer Curtailment Period” means the period of time, as measured using current Settlement Intervals, during which Seller reduces PV Energy from the Generating Facility pursuant to or as a result of (a) a Buyer Bid Curtailment, (b) a Buyer Curtailment Order, or (c) a Buyer

Default hereunder which directly causes Seller to be unable to deliver PV Energy to the Delivery Point; provided, that the duration of any Buyer Curtailment Period shall be inclusive of the time required for the Generating Facility to ramp down and ramp up.

“**Buyer Default**” means an Event of Default of Buyer.

“**Buyer Dispatched Test**” has the meaning in Section 4.9(c).

“**Buyer’s Indemnified Parties**” has the meaning set forth in Section 18.2.

“**Buyer’s WREGIS Account**” has the meaning set forth in Section 4.10(a).

“**CAISO**” means the California Independent System Operator Corporation or any successor entity performing similar functions.

“**CAISO Certification**” means the certification and testing requirements for a storage unit set forth in the CAISO Tariff, including in Appendix K - Part A for Certification for Regulation, Part B for Spinning Reserve and Part C for Non-Spinning Reserve, that are applicable to the Facility for the certification and testing for all Ancillary Services, PMAX, and PMIN.

“**CAISO Charges Invoice**” has the meaning set forth in Exhibit D.

“**CAISO Commercial Operation**” has the meaning of “Commercial Operation” set forth in the CAISO Tariff.

“**CAISO Dispatch**” means any Charging Notice or Discharging Notice given by the CAISO to the Facility, whether through ADS, AGC or any successor communication protocol, communicating an Ancillary Service Award (as defined in the CAISO Tariff) or directing the Storage Facility to charge or discharge at a specific MW rate for a specified period of time or amount of MWh.

“**CAISO Grid**” has the same meaning as “CAISO Controlled Grid” as defined in the CAISO Tariff.

“**CAISO Tariff**” means the California Independent System Operator Corporation Agreement and Tariff, Business Practice Manuals (BPMs), and Operating Procedures, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time to time and approved by FERC.

“**Calculation Interval**” has the meaning set forth in Exhibit P.

“**California Renewables Portfolio Standard**” or “**RPS**” means the renewable energy program and policies established by California State Senate Bills 1038 (2002), 1078 (2002), 107 (2008), X-1 2 (2011), 350 (2015), and 100 (2018) as codified in, *inter alia*, California Public Utilities Code Sections 399.11 through 399.31 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time.

“**Capacity Attribute**” means any current or future defined characteristic, certificate, tag, credit, or accounting construct associated with the amount of power that the Facility can generate and deliver to the Delivery Point at a particular moment and that can be purchased, sold or conveyed under CAISO or CPUC market rules, including Resource Adequacy Benefits.

“**Capacity Availability Factor**” has the meaning set forth in Exhibit C.

“**Capacity Damages**” means collectively Storage Capacity Damages and PV Capacity Damages.

“**Capacity Test**” or “**CT**” means the Commercial Operation Storage Capacity Test, Storage Capacity Test, or any other test conducted pursuant to Exhibit O.

“**CEC**” means the California Energy Commission or its successor agency.

“**CEC Certification and Verification**” means that the CEC has certified (or, with respect to periods before the date that is one hundred eighty (180) days following the Commercial Operation Date, that the CEC has pre-certified) that the Generating Facility is an Eligible Renewable Energy Resource for purposes of the California Renewables Portfolio Standard and that all PV Energy delivered to the Delivery Point qualifies as generation from an Eligible Renewable Energy Resource.

“**CEC Precertification**” means that the CEC has issued a precertification for the Facility indicating that the planned operations of the Facility would comply with applicable CEC requirements for CEC Certification and Verification.

“**Change of Control**” means, except in connection with public market transactions of equity interests or capital stock of Seller’s Ultimate Parent, any circumstance in which Ultimate Parent ceases to own, directly or indirectly through one or more intermediate entities, more than fifty percent (50%) of the outstanding equity interests in Seller or otherwise ceases to retain the ability to control the decision making of Seller; *provided* that in calculating ownership percentages for all purposes of the foregoing:

(a) any ownership interest in Seller held by Ultimate Parent indirectly through one or more intermediate entities shall not be counted towards Ultimate Parent’s ownership interest in Seller unless Ultimate Parent directly or indirectly owns more than fifty percent (50%) of the outstanding equity interests in each such intermediate entity; and

(b) ownership interests in Seller owned directly or indirectly by any Lender (including any tax equity provider) shall be excluded from the total outstanding equity interests in Seller.

“**Charging Energy**” means all PV Energy produced by the Generating Facility and delivered to the Storage Facility (including pursuant to a Charging Notice), as measured at the Storage Facility Metering Point by the Storage Facility Meter, as such meter readings are adjusted by the CAISO for any applicable Electrical Losses or Station Use. All Charging Energy shall be used solely to charge the Storage Facility, and all Charging Energy shall be generated solely by the Generating Facility.

“Charging Notice” means the operating instruction, and any subsequent updates, given by Buyer’s SC or the CAISO to Seller, directing the Storage Facility to charge at a specific MW rate for a specified period of time or amount of MWh; provided, (a) any such operating instruction shall be in accordance with the Operating Restrictions, and (b) if, during a period when the Storage Facility is instructed by Buyer’s SC or the CAISO to be charging, the actual power output level of the Generating Facility is less than the power level set forth in an applicable “Charging Notice”, such “Charging Notice” shall be deemed to be automatically adjusted to be equal to the actual power level of the Generating Facility. Any instruction to charge the Storage Facility pursuant to a Buyer Dispatched Test shall be considered a Charging Notice, and any Charging Notice shall not constitute a Buyer Bid Curtailment, Buyer Curtailment Order or Curtailment Order.

“COD Certificate” has the meaning set forth in Exhibit B.

“Collateral Assignment Agreement” has the meaning set forth in Section 14.2.

“Commercial Operation” has the meaning set forth in Exhibit B.

“Commercial Operation Date” means the date Commercial Operation is achieved.

“Commercial Operation Delay Damages” means an amount equal to (a) the Development Security amount required hereunder, divided by (b) ninety (90).

“Commercial Operation Storage Capacity Test” means the Storage Capacity Test conducted in connection with Commercial Operation of the Storage Facility, including any additional Storage Capacity Test for additional Storage Facility capacity installed after the Commercial Operation Date pursuant to Section 5 of Exhibit B.

“Communications Protocols” means certain Operating Restrictions developed by the Parties pursuant to Exhibit Q that involve procedures and protocols regarding communication with respect to the operation of the Storage Facility pursuant to this Agreement.

“Compliance Actions” has the meaning set forth in Section 3.12(a).

“Compliance Expenditure Cap” has the meaning set forth in Section 3.12.

“Confidential Information” has the meaning set forth in Section 18.1.

“Construction Start” has the meaning set forth in Exhibit B.

“Construction Start Date” has the meaning set forth in Exhibit B.

“Contract Price” has the meaning set forth on the Cover Sheet. For clarity, the Contract Price is each of the Renewable Rate and the Storage Rate.

“Contract Term” has the meaning set forth in Section 2.1.

“**Contract Year**” means a period of twelve (12) consecutive months. The first Contract Year shall commence on the Commercial Operation Date and each subsequent Contract Year shall commence on the anniversary of the Commercial Operation Date.

“**Costs**” means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third-party transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace the Agreement; and all reasonable attorneys’ fees and expenses incurred by the Non-Defaulting Party in connection with terminating the Agreement.

“**Cover Sheet**” means the cover sheet to this Agreement, which is incorporated into this Agreement.

“**COVID-19**” means the epidemic disease designated COVID-19 and the related virus designated SARS-CoV-2 and any mutations thereof, and the efforts of a Governmental Authority to combat or mitigate such disease.

“**CPM Price**” has the meaning set forth in Section 3.8(b).

“**CPUC**” means the California Public Utilities Commission, or successor entity.

“**Credit Rating**” means, with respect to any entity, the rating then assigned to such entity’s unsecured, senior long-term debt obligations (not supported by third party credit enhancements) or if such entity does not have a rating for its senior unsecured long-term debt, then the rating then assigned to such entity as an issuer rating by S&P or Moody’s. If ratings by S&P and Moody’s are not equivalent, the lower rating shall apply.

[REDACTED]

“**Cure Plan**” has the meaning set forth in Section 11.1(b)(iii).

“**Curtailment Order**” means any of the following:

- (a) CAISO orders, directs, alerts, or provides notice to a Party to curtail deliveries of Facility Energy for the following reasons: (i) any System Emergency, (ii) any warning of an anticipated System Emergency, or warning of an imminent condition or situation, which jeopardizes CAISO’s electric system integrity or the integrity of other systems to which CAISO is connected, or (iii) in response to an Energy oversupply or potential Energy oversupply, and Buyer or the SC for the Facility submitted a Self-Schedule for the MWs curtailed (based on the full amount of PV Energy forecasted for the Generating Facility for such period in accordance with the most recent forecast available under Section 4.3) (it being acknowledged, for the avoidance of

doubt, that any CAISO direction to curtail PV Energy in response to an Energy oversupply or potential Energy oversupply in circumstances where Buyer or the SC for the Facility submitted an Energy Supply Bid (as defined in the CAISO Tariff) for the MWhs curtailed (based on the full amount of PV Energy forecasted for the Generating Facility for such period in accordance with the most recent forecast available under Section 4.3) during the relevant time period, shall be deemed Buyer Bid Curtailment and not a Curtailment Order);

(b) a curtailment ordered by the Transmission Provider for reasons including, but not limited to, (i) any situation that affects normal function of the electric system including, but not limited to, any abnormal condition that requires action to prevent circumstances such as equipment damage, loss of load, or abnormal voltage conditions, or (ii) any warning, forecast or anticipation of conditions or situations that jeopardize the Transmission Provider's electric system integrity or the integrity of other systems to which the Transmission Provider is connected;

(c) a curtailment ordered by CAISO or the Transmission Provider due to a Transmission System Outage; or

(d) a curtailment in accordance with Seller's obligations under its Interconnection Agreement with the Transmission Provider or distribution operator.

"Curtailment Period" means the period of time, as measured using current Settlement Intervals, during which Seller reduces generation from the Generating Facility pursuant to a Curtailment Order; *provided* that the Curtailment Period shall be inclusive of the time required for the Facility to ramp down and ramp up.

"Cycles" means, at any point in time during any Contract Year, the number of equivalent charge/discharge cycles of the Storage Facility, which shall be deemed to be equal to (a) the total cumulative amount of Discharging Energy from the Storage Facility at such point in time during such Contract Year (expressed in MWh) divided by (b) four (4) times the weighted average Effective Storage Capacity for such Contract Year to date.

"Daily Delay Damages" means an amount equal to (a) the Development Security amount required hereunder, divided by (b) one hundred twenty (120).

"Damage Payment" means the amount to be paid by the Defaulting Party to the Non-Defaulting Party after a Terminated Transaction occurring prior to the Commercial Operation Date, in a dollar amount as set forth in Section 11.3(a).

"Day-Ahead Forecast" has the meaning set forth in Section 4.3(c).

"Day-Ahead Market" has the meaning set forth in the CAISO Tariff.

"Day-Ahead Schedule" has the meaning set forth in the CAISO Tariff.

"Deemed Delivered Energy" means the amount of PV Energy expressed in MWh that the Generating Facility would have produced and delivered to the Generating Facility Meter, but that is not produced by the Generating Facility during a Buyer Curtailment Period, which amount shall be equal to the Real-Time Forecast (of the hourly expected PV Energy produced by the Generating

Facility) provided pursuant to Section 4.3(d) for the period of time during the Buyer Curtailment Period (or other relevant period), less the amount of PV Energy delivered to the Storage Facility, or to the Delivery Point directly from the Generating Facility, during the Buyer Curtailment Period (or other relevant period); *provided* that, if the applicable difference is negative, the Deemed Delivered Energy shall be zero (0). If the LMP for the Facility's PNode during any Settlement Interval was less than zero (0), Deemed Delivered Energy shall be reduced in such Settlement Interval by the amount of any Charging Energy that was not able to be delivered to the Storage Facility during such Settlement Interval due to the unavailability of the Storage Facility due to a Forced Facility Outage.

"Defaulting Party" has the meaning set forth in Section 11.1(a).

"Deficient Month" has the meaning set forth in Section 4.10(e).

"Delay Damages" means Daily Delay Damages and Commercial Operation Delay Damages.

"Delivery Point" has the meaning set forth in Exhibit A.

"Delivery Term" shall mean the period of Contract Years set forth on the Cover Sheet beginning on the Commercial Operation Date, unless terminated earlier in accordance with the terms and conditions of this Agreement.

"Development Cure Period" has the meaning set forth in Exhibit B.

"Development Security" means (a) cash or (b) a Letter of Credit, in the amount set forth on the Cover Sheet.

"Discharging Energy" means all Energy delivered to the Delivery Point from the Storage Facility, as measured at the Storage Facility Metering Point by the Storage Facility Meter, as such meter readings are adjusted by the CAISO for any applicable Electrical Losses or Station Use. All Discharging Energy shall have originally been delivered to the Storage Facility as Charging Energy.

"Discharging Notice" means the operating instruction, and any subsequent updates, given by Buyer's SC or the CAISO to Seller, directing the Storage Facility to discharge Discharging Energy at a specific MW rate for a specified period of time or to an amount of MWh; provided, (a) any such operating instruction or updates shall be in accordance with the Operating Restrictions and the CAISO Tariff, and (b) if, during a period when the Storage Facility is instructed by Buyer's SC or the CAISO to be discharging, the sum of PV Energy and Discharging Energy would exceed the Interconnection Capacity Limit, such "Discharging Notice" shall be deemed to be automatically adjusted to reduce the amount of Discharging Energy so that the sum of Discharging Energy and PV Energy does not exceed the Interconnection Capacity Limit, until such time as Buyer's SC or the CAISO issues a further modified Discharging Notice. Any instruction to discharge the Storage Facility pursuant to a Buyer Dispatched Test shall be considered a Discharging Notice, and any Discharging Notice shall not constitute a Buyer Bid Curtailment, Buyer Curtailment Order or Curtailment Order.

“Disclosing Party” has the meaning set forth in Section 18.2.

“Early Termination Date” has the meaning set forth in Section 11.2(a).

“Effective Date” has the meaning set forth on the Preamble.

“Effective Flexible Capacity” or **“EFC”** means the effective flexible capacity (in MWs) of the Facility pursuant to the counting conventions set forth in the Resource Adequacy Rulings and the CAISO Tariff, which such flexible capacity may be used to satisfy Flexible RAR.

“Effective Storage Capacity” means the lesser of (a) P_{MAX}, and (b) the maximum dependable operating capacity of the Storage Facility to discharge Energy for four (4) hours of continuous discharge, as measured in MW AC at the Delivery Point (i.e., measured at the Storage Facility Meter and adjusted for Electrical Losses to the Delivery Point) pursuant to the most recent Storage Capacity Test (including the Commercial Operation Storage Capacity Test), as evidenced by a certificate substantially in the form attached as Exhibit I-2 hereto, in either case (a) or (b) up to but not in excess of (i) the Guaranteed Storage Capacity (with respect to a Commercial Operation Storage Capacity Test) or (ii) the Installed Storage Capacity (with respect to any other Storage Capacity Test).

“Efficiency Rate” means the rate calculated pursuant to Exhibit O by dividing Energy Out by Energy In and which for a given calendar month shall be prorated as necessary if more than one Efficiency Rate applies during such calendar month.

“Efficiency Rate Factor” has the meaning set forth in Exhibit C.

“Electrical Losses” means, subject to meeting any applicable CAISO requirements and in accordance with Section 7.1, all transmission or transformation losses (a) between the Generating Facility Metering Point and the Delivery Point associated with delivery of PV Energy, (b) between the Storage Facility Metering Point and the Delivery Point associated with delivery of Discharging Energy, and (c) between the Delivery Point and/or the Generating Facility and the Storage Facility Metering Point, as applicable, associated with delivery of Charging Energy. If any amounts included within the definitions of “Electrical Losses” and “Station Use” hereunder are duplicative, then for all relevant calculations hereunder it is intended that such amounts shall not be double counted or otherwise duplicated.

“Eligible Renewable Energy Resource” has the meaning set forth in California Public Utilities Code Section 399.12(e) and California Public Resources Code Section 25741(a), as either code provision is amended or supplemented from time to time.

“Energy” means electrical energy, measured in kilowatt-hours, megawatt-hours, or multiple units thereof.

“Energy In” means AC energy charged (in MWh) to the Storage Facility as measured at the Storage Facility Meter (without adjusting for Electrical Losses).

“Energy Management System” or **“EMS”** means the Facility’s energy management system.

“**Energy Out**” means that total AC energy discharged (in MWh) as measured at the Storage Facility Meter (without adjusting for Electrical Losses).

“**Energy Replacement Damages**” has the meaning set forth in Section 4.7.

“**Event of Default**” has the meaning set forth in Section 11.1.

“**Excess MWh**” has the meaning set forth in Exhibit C.

“**Expected Commercial Operation Date**” has the meaning set forth on the Cover Sheet.

“**Expected Construction Start Date**” has the meaning set forth on the Cover Sheet.

“**Expected Energy**” means the quantity of PV Energy that Seller expects to be able to deliver to Buyer from the Generating Facility during each Contract Year, which for each Contract Year is the quantity specified on the Cover Sheet, which amount shall be adjusted (i) proportionately to the reduction from Guaranteed PV Capacity to Installed PV Capacity pursuant to Section 5(a) of Exhibit B, if applicable, and (ii) in accordance with Section 2.7.

“**Facility**” means the combined Generating Facility and the Storage Facility.

“**Facility Energy**” means PV Energy and/or Discharging Energy, as applicable, during any Settlement Interval or Settlement Period, as measured by the Generating Facility Meter and/or Storage Facility Meter, as applicable, as such meter readings are adjusted for Station Use or by the CAISO for any applicable Electrical Losses.

“**FERC**” means the Federal Energy Regulatory Commission or any successor government agency.

“**Flexible Capacity**” means, with respect to any particular Showing Month, the number of MWs of Product which are eligible to satisfy Flexible RAR.

“**Flexible RAR**” means the flexible capacity requirements established for load-serving entities by the CAISO pursuant to the CAISO Tariff, the CPUC pursuant to the Resource Adequacy Rulings, or by any other Governmental Authority.

“**Financial Close**” means Seller and/or one of its Affiliates has obtained debt and/or equity financing commitments from one or more Lenders sufficient to construct the Facility, including such financing commitments from Seller’s owner(s).

“**Force Majeure Event**” has the meaning set forth in Section 10.1.

“**Force Majeure Unavailability**” has the meaning set forth in Exhibit C.

“**Forced Facility Outage**” means an unexpected failure of one or more components of the Facility that prevents Seller from generating Energy or making Facility Energy available at the Delivery Point and that is not the result of a Force Majeure Event.

“**Forecasted Product**” has the meaning set forth in Section 4.3(b).

“Forecasting Penalty” has the meaning set forth in Section 4.3(f).

“Forward Certificate Transfers” has the meaning set forth in Section 4.10(a).

“Full Capacity Deliverability Status” or **“FCDS”** has the meaning set forth in the CAISO Tariff.

“Future Environmental Attributes” means any and all Green Attributes that become recognized under applicable Law after the Effective Date (and not before the Effective Date), notwithstanding the last sentence of the definition of “Green Attributes” herein. Future Environmental Attributes do not include Tax Credits associated with the construction or operation of the Facility, or other financial incentives in the form of credits, reductions, or allowances associated with the Facility that are applicable to a state or federal income taxation obligation.

“Gains” means, with respect to any Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of this Agreement for the remaining Contract Term, determined in a commercially reasonable manner. Factors used in determining the economic benefit to a Party may include, without limitation, reference to information supplied by one or more third parties, which shall exclude Affiliates of the Non-Defaulting Party, including without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g., SP-15), all of which should be calculated for the remaining Contract Term, and include the value of Green Attributes and Capacity Attributes.

“Generating Facility” means the solar photovoltaic generating facility described on the Cover Sheet and in Exhibit A, located at the Site and including mechanical equipment and associated facilities and equipment required to deliver (i) PV Energy to the Delivery Point, and (ii) Charging Energy to the Storage Facility; provided, the “Generating Facility” does not include the Storage Facility or the Shared Facilities.

“Generating Facility Meter” means the CAISO approved revenue quality meter or meters (with a 0.3 accuracy class), along with a compatible data processing gateway or remote intelligence gateway, telemetering equipment and data acquisition services sufficient for monitoring, recording and reporting, in real time, the amount of PV Energy delivered to the Generating Facility Metering Point for the purpose of invoicing in accordance with Section 8.1. For clarity, the Generating Facility may contain multiple measurement devices that will make up the Generating Facility Meter, and, unless otherwise indicated, references to the Generating Facility Meter shall mean all such measurement devices and the aggregated data of all such measurement devices, taken together.

“Generating Facility Metering Point” means the location(s) of the Generating Facility Meter(s) shown in Exhibit R.

“Governmental Authority” means any federal, state, provincial, local or municipal government, any political subdivision thereof or any other governmental, congressional or parliamentary, regulatory, or judicial instrumentality, authority, body, agency, department, bureau,

or entity with authority to bind a Party at law, including CAISO and the CPUC; *provided*, “Governmental Authority” shall not in any event include any Party.

“**Green Attributes**” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled (including under the RPS regulations and/or under any and all other international, federal, regional, state or other law, rule, regulation, bylaw, treaty or other intergovernmental compact, decision, administrative decision, program (including any voluntary compliance or membership program), competitive market or business method (including all credits, certificates, benefits, and emission measurements, reductions, offsets and allowances related thereto)), attributable to the generation from the Facility and its displacement of conventional energy generation. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere; and (3) the reporting rights to such avoided emissions, such as Green Tag Reporting Rights. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Facility, (ii) Tax Credits associated with the construction or operation of the Facility and other financial incentives in the form of credits, reductions, or allowances associated with the Facility that are applicable to a state or federal income taxation obligation, or (iii) emission reduction credits encumbered or used by the Facility for compliance with local, state, or federal operating and/or air quality permits. Green Attributes under the preceding definition are limited to Green Attributes that exist under applicable Law as of the Effective Date.

“**Green Tag Reporting Rights**” means the right of a purchaser of renewable energy to report ownership of accumulated Green Tags in compliance with and to the extent permitted by applicable Law and include, without limitation, rights under Section 1605(b) of the Energy Policy Act of 1992, and any present or future federal, state or local certification program or emissions trading program, including pursuant to the WREGIS Operating Rules.

“**Green Tags**” means a unit accumulated on a MWh basis where one (1) represents the Green Attributes associated with one (1) MWh of PV Energy.

“**Green-e Certified**” means the Green Attributes provided to Buyer pursuant to this Agreement are certified under the Green-e Energy National Standard.

“**Green-e Energy National Standard**” means the Green-e Renewable Energy Standard for Canada and the United States (formerly Green-e Energy National Standard) version 3.4, updated November 12, 2019, as may be further amended from time to time.

“**Guaranteed Capacity**” means the sum of (x) the Guaranteed PV Capacity and (y) the Guaranteed Storage Capacity.

“**Guaranteed Commercial Operation Date**” has the meaning set forth on the Cover Sheet, subject to extension pursuant to Exhibit B.

“Guaranteed Construction Start Date” has the meaning set forth on the Cover Sheet, subject to extension pursuant to Exhibit B.

“Guaranteed Efficiency Rate” means the minimum guaranteed Efficiency Rate of the Storage Facility throughout the Delivery Term, as set forth on the Cover Sheet.

“Guaranteed Energy Production” has the meaning set forth in Section 4.7.

“Guaranteed PV Capacity” means the generating capacity of the Generating Facility, as measured in MW AC at the Delivery Point (i.e., measured at the Generating Facility Meter and adjusted for Electrical Losses to the Delivery Point), that Seller commits to install pursuant to this Agreement as set forth on the Cover Sheet, as may be adjusted pursuant to Section 2.5.

“Guaranteed Storage Availability” has the meaning set forth in Section 4.8.

“Guaranteed Storage Capacity” means the maximum dependable operating capability of the Storage Facility to discharge Energy, as measured in MW AC at the Delivery Point (i.e., measured at the Storage Facility Meter and adjusted for Electrical Losses to the Delivery Point) for four (4) hours of continuous discharge, that Seller commits to install pursuant to this Agreement as set forth on the Cover Sheet, as may be adjusted pursuant to Section 2.6.

“Guarantor” means, with respect to Seller, any Person that is listed on the Cover Sheet or that (a) does not already have any material credit exposure to Buyer under any other agreements, guarantees, or other arrangements at the time its Guaranty is issued, (b) is an Affiliate of Seller, or other third party reasonably acceptable to Buyer, (c) has a Credit Rating of BBB- or better from S&P or a Credit Rating of Baa3 or better from Moody’s, (d) has a tangible net worth of at least One Hundred Million Dollars (\$100,000,000), (e) is incorporated or organized in a jurisdiction of the United States and is in good standing in such jurisdiction, and (f) executes and delivers a Guaranty for the benefit of Buyer.

“Guaranty” means a guaranty from a Guarantor provided for the benefit of Buyer substantially in the form attached as Exhibit S, or as reasonably acceptable to Buyer.

“Imbalance Energy” means the amount of Energy in MWh, in any given Settlement Period or Settlement Interval, by which the amount of PV Energy, Charging Energy or Discharging Energy deviates from the amount of Scheduled Energy.

“Indemnified Party” has the meaning set forth in Section 16.1.

“Indemnifying Party” has the meaning set forth in Section 16.1.

“Initial Synchronization” means the commencement of Trial Operations (as defined in the CAISO Tariff).

“Installed Capacity” means the sum of (x) the Installed PV Capacity and (y) the Installed Storage Capacity.

“Installed PV Capacity” means the actual generating capacity of the Generating Facility, as measured in MW AC at the Delivery Point (i.e., measured at the Generating Facility Meter and adjusted for Electrical Losses to the Delivery Point), that achieves Commercial Operation, as evidenced by a certificate substantially in the form attached as Exhibit I-1 hereto.

“Installed Storage Capacity” means the lesser of (a) PMAX, and (b) maximum dependable operating capacity of the Storage Facility to discharge Energy for four (4) hours of continuous discharge, as measured in MW AC at the Storage Facility Meter Point by the Storage Facility Meter and adjusted for Electrical Losses to the Delivery Point, that achieves Commercial Operation, as evidenced by a certificate substantially in the form attached as Exhibit I-1 hereto, as such capacity may be adjusted pursuant to Section 5 of Exhibit B. It is acknowledged that Seller shall have the right and option in its sole discretion to install Storage Facility capacity in excess of the Guaranteed Storage Capacity; provided, for all purposes of this Agreement the amount of Installed Storage Capacity shall never be deemed to exceed the Guaranteed Storage Capacity, and (for the avoidance of doubt) Buyer shall have no rights to instruct Seller to (i) charge or discharge the Storage Facility at an instantaneous rate (in MW) in excess of the Effective Storage Capacity or (ii) charge the Storage Facility to a level (in MWh) in excess of the Effective Storage Capacity times four (4) hours.

“Inter-SC Trade” has the meaning set forth in the CAISO Tariff.

“Interconnection Agreement” means the interconnection agreement entered into by Seller or an Affiliate pursuant to which the Facility will be interconnected with the Transmission System, and pursuant to which Seller’s Interconnection Facilities and any other Interconnection Facilities will be constructed, operated and maintained during the Contract Term.

“Interconnection Capacity Limit” means the maximum instantaneous amount of Energy that is permitted to be delivered to the Delivery Point under Seller’s Interconnection Agreement, in the amount of 65 MW.

“Interconnection Facilities” means the interconnection facilities, control and protective devices and metering facilities required to connect the Facility with the Transmission System in accordance with the Interconnection Agreement.

“Interest Rate” has the meaning set forth in Section 8.2.

“Interim Deliverability Status” has the meaning set forth in the CAISO Tariff.

“IP Indemnity Claim” has the meaning set forth in Section 16.1(b).

“ITC” means the investment tax credit established pursuant to Section 48 of the United States Internal Revenue Code of 1986.

“Joint Powers Act” means the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.).

“Joint Powers Agreement” means that certain Joint Powers Agreement dated June 27, 2017, as amended from time to time, under which Buyer is organized as a Joint Powers Authority in accordance with the Joint Powers Act.

“kWh” means a kilowatt-hour measured in alternating current, unless expressly stated in terms of direct current.

“Law” means any applicable law, statute, rule, regulation, decision, writ, order, decree or judgment, permit or any interpretation thereof, promulgated or issued by a Governmental Authority.

“Lender” means, collectively, any Person (i) providing senior or subordinated construction, interim, back leverage or long-term debt, equity or tax equity financing or refinancing for or in connection with the development, construction, purchase, installation or operation of the Facility, whether that financing or refinancing takes the form of private debt (including back-leverage debt), equity (including tax equity), public debt or any other form (including financing or refinancing provided to a member or other direct or indirect owner of Seller), including any equity or tax equity investor directly or indirectly providing financing or refinancing for the Facility or purchasing equity ownership interests of Seller and/or its Affiliates, and any trustee or agent or similar representative acting on their behalf, (ii) providing interest rate or commodity protection under an agreement hedging or otherwise mitigating the cost of any of the foregoing obligations and/or (iii) participating in a lease financing (including a sale leaseback or leveraged leasing structure) with respect to the Facility.

“Letter(s) of Credit” means one or more irrevocable, standby letters of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank having a Credit Rating of at least A- with an outlook designation of “stable” from S&P or A3 with an outlook designation of “stable” from Moody’s, in a form substantially similar to the letter of credit set forth in Exhibit K.

“Licensed Professional Engineer” means an independent, professional engineer selected by Seller and reasonably acceptable to Buyer, licensed in the State of California.

“Local Capacity Area Resource” has the meaning set forth in the CAISO Tariff.

“Local RAR” means the local Resource Adequacy Requirements established for load-serving entities by the CAISO pursuant to the CAISO Tariff, the CPUC pursuant to the Resource Adequacy Rulings, or by any other Governmental Authority. “Local RAR” may also be known as local area reliability, local resource adequacy, local resource adequacy procurement requirements, or local capacity requirement in other regulatory proceedings or legislative actions.

“Locational Marginal Price” or **“LMP”** has the meaning set forth in the CAISO Tariff.

“Losses” means, with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from termination of this Agreement for the remaining Contract Term, determined in a commercially reasonable manner. Factors used in determining economic loss to a Party may include, without limitation, reference to information supplied by one or more third parties, which shall exclude Affiliates of the Non-Defaulting Party,

including without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g., SP-15), all of which should be calculated for the remaining Contract Term and must include the value of Green Attributes, Capacity Attributes, and Renewable Energy Incentives.

“**Lost Output**” has the meaning set forth in Section 4.7.

“**Milestones**” means the development activities for significant permitting, interconnection, financing and construction milestones set forth on the Cover Sheet.

“**Monthly Capacity Payment**” means the payment required to be made by Buyer to Seller each month of the Delivery Term as compensation for the provision of Effective Storage Capacity and Capacity Attributes associated with the Storage Facility, as calculated in accordance with Exhibit C.

“**Monthly Forecast**” has the meaning set forth in Section 4.3(b).

“**Moody’s**” means Moody’s Investors Service, Inc., or its successor.

“**MW**” means megawatts in alternating current, unless expressly stated in terms of direct current.

“**MWh**” means megawatt-hour measured in alternating current, unless expressly stated in terms of direct current.

“**Negative LMP**” means, in any Settlement Period or Settlement Interval, the LMP at the Facility’s PNode is less than zero dollars (\$0).

“**NERC**” means the North American Electric Reliability Corporation or any successor entity.

“**Net Qualifying Capacity**” has the meaning set forth in the CAISO Tariff.

“**Network Upgrades**” has the meaning set forth in the CAISO Tariff.

“**Non-Defaulting Party**” has the meaning set forth in Section 11.2.

“**Notice**” shall, unless otherwise specified in the Agreement, mean written communications by a Party to be delivered by hand delivery, United States mail, overnight courier service, or electronic messaging (e-mail).

“**Operating Restrictions**” means those restrictions, rules, requirements, and procedures set forth in Exhibit Q.

“**Party**” has the meaning set forth in the Preamble.

“Performance Measurement Period” means each two (2) consecutive Contract Years commencing with the first Contract Year so that the first Performance Measurement Period shall include Contract Years 1 and 2. Performance Measurement Periods shall overlap, so that if the first Performance Measurement Period is comprised of Contract Years 1 and 2, the second Performance Measurement Period shall be comprised of Contract Years 2 and 3, the third Performance Measurement Period shall be comprised of Contract Years 3 and 4, and so on.

“Performance Security” means (i) cash or (ii) a Letter of Credit, or (iii) a Guaranty (if permitted by Buyer, in its sole discretion), in the amount set forth on the Cover Sheet.

“Permitted Transferee” means (i) any Affiliate of Seller or (ii) any entity that satisfies, or is controlled by another Person that satisfies the following requirements:

(a) A tangible net worth of not less than one hundred fifty million dollars (\$150,000,000) or a Credit Rating of at least BBB- from S&P or Baa3 from Moody’s; and

(b) At least two (2) years of experience in the ownership and operations of power generation and energy storage facilities similar to the Facility, or has retained Clearway Renewable Operation & Maintenance LLC or a different third-party with such experience to operate the Facility.

“Person” means any individual, sole proprietorship, corporation, limited liability company, limited or general partnership, joint venture, association, joint-stock company, trust, incorporated organization, institution, public benefit corporation, unincorporated organization, government entity or other entity.

“Planned Outage” means a period during which the Facility is either in whole or in part not capable of providing service due to planned maintenance that has been scheduled in advance in accordance with Section 4.6(a).

“PMAX” means the applicable CAISO-certified maximum operating level of the Storage Facility.

“PMIN” means the applicable CAISO-certified minimum operating level of the Storage Facility.

“PNode” has the meaning set forth in the CAISO Tariff.

“Portfolio” means the single portfolio of electrical energy generating, energy storage, or other assets and entities, including the Facility (or the interests of Seller or Seller’s Affiliates or the interests of their respective direct or indirect parent companies), that is pledged as collateral security in connection with a Portfolio Financing.

“Portfolio Content Category” means PCC1, PCC2 or PCC3, as applicable.

“Portfolio Content Category 1” or **“PCC1”** means any Renewable Energy Credit associated with the generation of electricity from an Eligible Renewable Energy Resource

consisting of the portfolio content set forth in California Public Utilities Code Section 399.16(b)(1), as may be amended from time to time or as further defined or supplemented by Law.

“Portfolio Content Category 2” or **“PCC2”** means any Renewable Energy Credit associated with the generation of electricity from an Eligible Renewable Energy Resource consisting of the portfolio content set forth in California Public Utilities Code Section 399.16(b)(2), as may be amended from time to time or as further defined or supplemented by Law.

“Portfolio Content Category 3” or **“PCC3”** means any Renewable Energy Credit associated with the generation of electricity from an Eligible Renewable Energy Resource consisting of the portfolio content set forth in California Public Utilities Code Section 399.16(b)(3), as may be amended from time to time or as further defined or supplemented by Law.

“Portfolio Financing” means any debt incurred by an Affiliate of Seller that is secured only by a Portfolio.

“Portfolio Financing Entity” means any Affiliate of Seller that incurs debt in connection with any Portfolio Financing.

“Product” has the meaning set forth on the Cover Sheet.

“Progress Report” means a progress report including the items set forth in Exhibit E.

“Prudent Operating Practice” means (a) the applicable practices, methods and acts required by or consistent with applicable Laws and reliability criteria, and otherwise engaged in or approved by a significant portion of the electric industry during the relevant time period with respect to grid-interconnected, utility-scale generating facilities with integrated energy storage in the Western United States, or (b) any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Prudent Operating Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to acceptable practices, methods or acts generally accepted in the industry with respect to grid-interconnected, utility-scale generating facilities with integrated energy storage in the Western United States. Prudent Operating Practice shall include compliance with applicable Laws, applicable reliability criteria, and the applicable criteria, rules and standards promulgated in the National Electric Safety Code and the National Electrical Code, as they may be amended or superseded from time to time, including the criteria, rules and standards of any successor organizations.

“PTC” means the production tax credit established pursuant to Section 45 of the United States Internal Revenue Code of 1986.

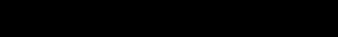
“PV Capacity Damages” has the meaning set forth in Section 5 of Exhibit B.


“PV Energy” means all Energy delivered from the Generating Facility to the Generating Facility Metering Point and measured by the Generating Facility Meter, as such meter readings are adjusted by the CAISO for any applicable Electrical Losses or Station Use.

“Qualifying Capacity” has the meaning set forth in the CAISO Tariff.

“RA Compliance Showing” means the (a) Local RAR compliance or advisory showings (or similar or successor showings), (b) RAR compliance or advisory showings (or similar or successor showings), and (c) Flexible RAR compliance or advisory showings (or similar successor showings), in each case, an entity is required to make to the CAISO pursuant to the CAISO Tariff, to the CPUC (and, to the extent authorized by the CPUC, to the CAISO) pursuant to the Resource Adequacy Rulings, or to any Governmental Authority.

“RA Deficiency Amount” means the liquidated damages payment that Seller shall pay to Buyer for an applicable RA Shortfall Month as calculated in accordance with Section 3.8(b).

“RA Guarantee Date” means the Commercial Operation Date; 



“RA Shortfall Month” means, for purposes of calculating an RA Deficiency Amount under Section 3.8(b), any Showing Month, commencing with the Showing Month that includes the RA Guarantee Date, during which the Net Qualifying Capacity of the Facility plus any Replacement RA (if applicable) that was included in the Showing Month for Buyer was less than the Qualifying Capacity of the Facility for such month.

“Real-Time Forecast” has the meaning set forth in Section 4.3(d).

“Real-Time Market” has the meaning set forth in the CAISO Tariff.

“Real-Time Price” means the Resource-Specific Settlement Interval LMP as defined in the CAISO Tariff. If there is more than one applicable Real-Time Price for the same period of time, Real-Time Price shall mean the price associated with the smallest time interval.

“Receiving Party” has the meaning set forth in Section 18.2.

“Reliability Network Upgrades” has the meaning set forth in the CAISO Tariff.

“Remedial Action Plan” has the meaning set forth in Section 2.4.

“Renewable Energy Credit” has the meaning set forth in California Public Utilities Code Section 399.12(h), as may be amended from time to time or as further defined or supplemented by Law.

“Renewable Energy Incentives” means: (a) all federal, state, or local Tax credits or other Tax benefits associated with the construction, ownership, or production of electricity from the Facility (including credits under Sections 38, 45, 46 and 48 of the Internal Revenue Code of 1986, as amended); (b) any federal, state, or local grants, subsidies or other like benefits relating in any way to the Facility, including a cash grant available under Section 1603 of Division B of the

American Recovery and Reinvestment Act of 2009, in lieu of federal Tax credits or any similar or substitute payment available under subsequently enacted federal legislation; and (c) any other form of incentive relating in any way to the Facility that is not a Green Attribute, Future Environmental Attribute, or Capacity Attribute.

“Renewable Rate” has the meaning set forth on the Cover Sheet.

“Replacement Energy” has the meaning set forth in Exhibit G.

“Replacement Green Attributes” has the meaning set forth in Exhibit G.

“Replacement Product” has the meaning set forth in Exhibit G.

“Replacement RA” means Resource Adequacy Benefits, if any, equivalent to those that would have been provided by the Facility with respect to the applicable month in which a RA Deficiency Amount is due to Buyer, and located within SP 15 TAC Area and, to the extent that the Facility would have qualified as a Local Capacity Area Resource for such month, described as a Local Capacity Area Resource; *provided*, Replacement RA may be Resource Adequacy Benefits with an NP26 designation unless Buyer has demonstrably reached Buyer’s limit for such resources in such month.

“Requested Confidential Information” has the meaning set forth in Section 18.2.

“Resource Adequacy Benefits” means the rights and privileges attached to the Facility that satisfy any entity’s resource adequacy obligations, as those obligations are set forth in any Resource Adequacy Rulings and shall include Flexible Capacity and any local, zonal or otherwise locational attributes associated with the Facility.

“Resource Adequacy Requirements” or **“RAR”** means the resource adequacy requirements applicable to an entity as established by the CAISO pursuant to the CAISO Tariff, by the CPUC pursuant to the Resource Adequacy Rulings, or by any other Governmental Authority.

“Resource Adequacy Resource” shall have the meaning used in Resource Adequacy Rulings.

“Resource Adequacy Rulings” means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-04-040, 06-06-064, 06-07-031, 07-06-029, 08-06-031, 09-06-028, 10-06-036, 11-06-022, 12-06-025, 13-06-024, 14-06-050, 15-06-063, 16-06-045, 17-06-027, 18-06-030, 18-06-031, 19-02-022, 19-06-026, 19-10-021, 20-01-004, 20-03-016, 20-06-002, 20-06-028, 20-12-006 and any other existing or subsequent ruling or decision, or any other resource adequacy laws, rules or regulations enacted, adopted or promulgated by any applicable Governmental Authority, however described, as such decisions, rulings, Laws, rules or regulations may be amended or modified from time-to-time throughout the Contract Term.

“S&P” means the Standard & Poor’s Financial Services, LLC (a subsidiary of S&P Global Inc.) or its successor.

“**SCADA Systems**” means the standard supervisory control and data acquisition systems to be installed by Seller as part of the Facility, including those system components that enable Seller to receive ADS and AGC instructions from the CAISO or similar instructions from Buyer’s SC.

“**Schedule**” has the meaning set forth in the CAISO Tariff, and “**Scheduled**” and “**Scheduling**” have a corollary meaning.

“**Scheduled Energy**” means the PV Energy, Charging Energy or Discharging Energy that clears under the applicable CAISO market based on the final Day-Ahead Schedule, FMM Schedule (as defined in the CAISO Tariff), and/or any other financially binding Schedule, market instruction or dispatch for the Facility for a given period of time implemented in accordance with the CAISO Tariff.

“**Scheduling Coordinator**” or “**SC**” means an entity certified by the CAISO as qualifying as a Scheduling Coordinator pursuant to the CAISO Tariff for the purposes of undertaking the functions specified in “Responsibilities of a Scheduling Coordinator,” of the CAISO Tariff, as amended from time to time.

“**Security Interest**” has the meaning set forth in Section 8.9.

“**Self-Schedule**” has the meaning set forth in the CAISO Tariff.

“**Seller**” has the meaning set forth on the Cover Sheet.

“**Seller Initiated Test**” has the meaning set forth in Section 4.9(c).

“**Seller’s WREGIS Account**” has the meaning set forth in Section 4.10(a).

“**Settlement Amount**” means the Non-Defaulting Party’s Costs and Losses, on the one hand, netted against its Gains, on the other. If the Non-Defaulting Party’s Costs and Losses exceed its Gains, then the Settlement Amount shall be an amount owing to the Non-Defaulting Party. If the Non-Defaulting Party’s Gains exceed its Costs and Losses, then the Settlement Amount shall be zero dollars (\$0). The Settlement Amount does not include consequential, incidental, punitive, exemplary or indirect or business interruption damages.

“**Settlement Interval**” has the meaning set forth in the CAISO Tariff.

“**Settlement Period**” has the meaning set forth in the CAISO Tariff.

“**Shared Facilities**” means the gen-tie lines, transformers, substations, or other equipment, permits, contract rights, and other assets and property (real or personal), in each case, as necessary to enable delivery of Energy from the Facility (which is excluded from Shared Facilities) to the point of interconnection, including the Interconnection Agreement itself, that are used in common with third parties.

“**Showing Month**” shall be the calendar month of the Delivery Term that is the subject of the RA Compliance Showing, as set forth in the Resource Adequacy Rulings and outlined in the

CAISO Tariff. For illustrative purposes only, pursuant to the CAISO Tariff and Resource Adequacy Rulings in effect as of the Effective Date, the monthly RA Compliance Showing made in June is for the Showing Month of August.

“**Site**” means the real property on which the Facility is or will be located, as further described in Exhibit A, and as shall be updated by Seller at the time Seller provides an executed Construction Start Date certificate in the form of Exhibit J to Buyer; *provided*, that any such update to the Site that includes real property that was not originally contained within the Site boundaries described in Exhibit A shall be subject to Buyer’s approval of such updates in its sole discretion.

“**Site Control**” means that, for the Contract Term, Seller (or, prior to the Delivery Term, its Affiliate): (a) owns or has the option to purchase the Site; (b) is the lessee or has the option to lease the Site; or (c) is the holder of an easement or an option for an easement, right-of-way grant, or similar instrument with respect to the Site.

“**SOC**” or “**State of Charge**” means (a) the level of charge of the Storage Facility relative to (b) the Effective Storage Capacity multiplied by four (4) hours, expressed as a percentage.

“**SP-15**” means the Existing Zone Generation Trading Hub for Existing Zone region SP15 as set forth in the CAISO Tariff.

“**Station Use**” means the Energy (including Energy produced or discharged by the Facility) that is used within the Facility to power the lights, motors, temperature control systems, control systems and other electrical loads that are necessary for operation of the Facility.

“**Storage Capability**” has the meaning in Exhibit P.

“**Storage Capacity Availability Payment True-Up**” has the meaning set forth in Exhibit C.

“**Storage Capacity Availability Payment True-Up Amount**” has the meaning set forth in Exhibit C.

“**Storage Capacity Damages**” has the meaning set forth in Section 5 of Exhibit B.

“**Storage Capacity Test**” means any test or retest of the Storage Facility to establish the Installed Storage Capacity, Effective Storage Capacity, and/or Efficiency Rate, conducted in accordance with the testing procedures, requirements and protocols set forth in Section 4.9 and Exhibit O.

“**Storage Cure Plan**” has the meaning set forth in Section 11.1(b)(iv).

“**Storage Facility**” means the energy storage facility described on the Cover Sheet and in Exhibit A (including the operational requirements of the energy storage facility), located at the Site and including mechanical equipment and associated facilities and equipment required to deliver Storage Product (but excluding any Shared Facilities), and as such storage facility may be expanded or otherwise modified from time to time in accordance with the terms hereof.

“Storage Facility Meter” means the CAISO approved bi-directional revenue quality meter or meters (with a 0.3 accuracy class), along with a compatible data processing gateway or remote intelligence gateway, telemetering equipment and data acquisition services sufficient for monitoring, recording and reporting, in real time, the amount of Charging Energy delivered to the Storage Facility Metering Point and the amount of Discharging Energy discharged from the Storage Facility at the Storage Facility Metering Point to the Delivery Point for the purpose of invoicing in accordance with Section 8.1. For clarity, the Facility may contain multiple measurement devices that will make up the Storage Facility Meter, and, unless otherwise indicated, references to the Storage Facility Meter shall mean all such measurement devices and the aggregated data of all such measurement devices, taken together.

“Storage Facility Metering Point” means the location(s) of the Storage Facility Meter(s) shown on Exhibit R.

“Storage Product” means (a) Discharging Energy, (b) Capacity Attributes, if any, (c) Effective Storage Capacity, and (d) Ancillary Services, if any, in each case arising from or relating to the Storage Facility.

“Storage Rate” has the meaning set forth on the Cover Sheet.

“Stored Energy Level” means, at a particular time, the amount of Energy in the Storage Facility available to be discharged to the Delivery Point as Discharging Energy, expressed in MWh.

“Supplementary Capacity Test Protocol” has the meaning set forth in Exhibit O.

“Supply Chain Code” has the meaning in Exhibit U.

“System Emergency” means any condition that requires, as determined and declared by CAISO or the Transmission Provider, automatic or immediate action to (i) prevent or limit harm to or loss of life or property, (ii) prevent loss of transmission facilities or generation supply in the immediate vicinity of the Facility, or (iii) to preserve Transmission System reliability.

“Tax” or **“Taxes”** means all U.S. federal, state and local and any foreign taxes, levies, assessments, surcharges, duties and other fees and charges of any nature imposed by a Governmental Authority, whether currently in effect or adopted during the Contract Term, including ad valorem, excise, franchise, gross receipts, import/export, license, property, sales and use, stamp, transfer, payroll, unemployment, income, and any and all items of withholding, deficiency, penalty, additions, interest or assessment related thereto.

“Tax Credits” means the PTC, ITC and any other state, local and/or federal production tax credit, depreciation benefit, tax deduction and/or investment tax credit specific to the production of renewable energy and/or investments in renewable energy facilities or battery storage facilities.

“Terminated Transaction” has the meaning set forth in Section 11.2(a).

“Termination Payment” has the meaning set forth in Section 11.3(b).

“**Test Energy**” means PV Energy delivered (i) commencing on the later of (a) the first date that the CAISO informs Seller in writing that Seller may deliver Energy to the CAISO and (b) the first date that the Transmission Provider informs Seller in writing that Seller has conditional or temporary permission to operate in parallel with the CAISO Grid, and (ii) ending upon the occurrence of the Commercial Operation Date.

“**Test Energy Rate**” has the meaning set forth in Section 3.6.

“**Total YTD Calculation Intervals**” has the meaning set forth in Exhibit P.

“**Transmission Provider**” means any entity that owns, operates and maintains transmission or distribution lines and associated facilities and/or has entitlements to use certain transmission or distribution lines and associated facilities for the purpose of transmitting or transporting the Facility Energy from the Delivery Point.

“**Transmission System**” means the transmission facilities operated by the CAISO, now or hereafter in existence, which provide energy transmission service downstream from the Delivery Point.

“**Transmission System Outage**” means an outage on the Transmission System, other than a System Emergency, that is not caused by Seller’s actions or inactions and that prevents Buyer or the CAISO (as applicable) from receiving Facility Energy onto the Transmission System.

“**Ultimate Parent**” means Clearway Renew LLC, a Delaware limited liability company.

“**Unavailable Calculation Interval**” has the meaning set forth in Exhibit P.

“**Variable Energy Resource**” or “**VER**” has the meaning set forth in the CAISO Tariff.

“**WREGIS**” means the Western Renewable Energy Generation Information System or any successor renewable energy tracking program.

“**WREGIS Certificate Deficit**” has the meaning set forth in Section 4.10(e).

“**WREGIS Certificates**” has the same meaning as “Certificate” as defined by WREGIS in the WREGIS Operating Rules and are designated as eligible for complying with the California Renewables Portfolio Standard.

“**WREGIS Operating Rules**” means those operating rules and requirements adopted by WREGIS as of May 1, 2018, as subsequently amended, supplemented or replaced (in whole or in part) from time to time.

1.2 **Rules of Interpretation**. In this Agreement, except as expressly stated otherwise or unless the context otherwise requires:

(a) headings and the rendering of text in bold and italics are for convenience and reference purposes only and do not affect the meaning or interpretation of this Agreement;

(b) words importing the singular include the plural and vice versa and the masculine, feminine and neuter genders include all genders;

(c) the words “hereof”, “herein”, and “hereunder” and words of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(d) a reference to an Article, Section, paragraph, clause, Party, or Exhibit is a reference to that Article, Section, paragraph, clause of, or that Party or Exhibit to, this Agreement unless otherwise specified;

(e) a reference to a document or agreement, including this Agreement shall mean such document, agreement or this Agreement including any amendment or supplement to, or replacement, novation or modification of this Agreement, but disregarding any amendment, supplement, replacement, novation or modification made in breach of such document, agreement or this Agreement;

(f) a reference to a Person includes that Person’s successors and permitted assigns;

(g) the terms “include” and “including” mean “include or including (as applicable) without limitation” and any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided;

(h) references to any statute, code or statutory provision are to be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted, and include references to all bylaws, instruments, orders and regulations for the time being made thereunder or deriving validity therefrom unless the context otherwise requires;

(i) in the event of a conflict, a mathematical formula or other precise description of a concept or a term shall prevail over words providing a more general description of a concept or a term;

(j) references to any amount of money shall mean a reference to the amount in United States Dollars;

(k) the expression “and/or” when used as a conjunction shall connote “any or all of”;

(l) words, phrases or expressions not otherwise defined herein that (i) have a generally accepted meaning in Prudent Operating Practice shall have such meaning in this Agreement or (ii) do not have well known and generally accepted meaning in Prudent Operating Practice but that have well known and generally accepted technical or trade meanings, shall have such recognized meanings; and

(m) each Party acknowledges that it was represented by counsel in connection with this Agreement and that it or its counsel reviewed this Agreement and that any rule of

construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

ARTICLE 2 TERM; CONDITIONS PRECEDENT

2.1 Contract Term.

(a) The term of this Agreement shall commence on the Effective Date and shall remain in full force and effect until the conclusion of the Delivery Term, subject to any early termination provisions set forth herein (“**Contract Term**”); *provided*, that subject to Buyer’s obligations in Section 3.6, Buyer’s obligations to pay for or accept any Product are subject to Seller’s completion of the conditions precedent pursuant to Section 2.2.

(b) Applicable provisions of this Agreement shall continue in effect after termination, including early termination, to the extent necessary to enforce or complete the duties, obligations or responsibilities of the Parties arising prior to termination. The confidentiality obligations of the Parties under Article 18 shall remain in full force and effect for two (2) years following the termination of this Agreement, and all indemnity and audit rights shall remain in full force and effect for one (1) year following the termination of this Agreement.

2.2 Conditions Precedent. The Delivery Term shall not commence until Seller completes to Buyer’s reasonable satisfaction each of the following conditions:

(a) Seller shall have delivered to Buyer (i) a completion certificate from a Licensed Professional Engineer substantially in the form of Exhibit H and (ii) a certificate from a Licensed Professional Engineer substantially in the form of Exhibit I-1 setting forth the Installed PV Capacity, the Installed Storage Capacity and the Installed Capacity on the Commercial Operation Date;

(b) A Participating Generator Agreement and a Meter Service Agreement between Seller and CAISO shall have been executed and delivered and be in full force and effect, and a copy of each such agreement delivered to Buyer;

(c) An Interconnection Agreement between Seller and the Transmission Provider shall have been executed and delivered and be in full force and effect and a copy of the Interconnection Agreement delivered to Buyer;

(d) All applicable regulatory authorizations, approvals and permits for the operation of the Facility have been obtained and all conditions thereof that are capable of being satisfied on the Commercial Operation Date have been satisfied and shall be in full force and effect;

(e) Seller has obtained CAISO Certification for the Facility;

(f) Seller has received CEC Precertification of the Facility (and reasonably expects to receive final CEC Certification and Verification for the Facility in no more than one hundred eighty (180) days from the Commercial Operation Date);

(g) Seller (with the reasonable participation of Buyer) shall have completed all applicable WREGIS registration requirements, including the completion and submittal of all applicable registration forms and supporting documentation, which may include applicable interconnection agreements, informational surveys related to the Facility, QRE service agreements, and other appropriate documentation required to effect Facility registration with WREGIS and to enable Renewable Energy Credit transfers related to the Facility within the WREGIS system;

(h) Seller has delivered the Performance Security to Buyer in accordance with Section 8.8;

(i) Seller has taken all actions and executed all documents and instruments, required to authorize Buyer (or its designated agent) to act as Scheduling Coordinator under this Agreement, and Buyer (or its designated agent) is authorized to act as Scheduling Coordinator; and

(j) Seller has paid Buyer for all amounts owing under this Agreement, if any, including Daily Delay Damages and Commercial Operation Delay Damages.

2.3 **Development; Construction; Progress Reports.**

(a) Within fifteen (15) days after the close of (i) each calendar quarter from the first calendar quarter following the Effective Date until the Construction Start Date, and (ii) each calendar month from the first calendar month following the Construction Start Date until the Commercial Operation Date, Seller shall provide to Buyer a Progress Report and agree to regularly scheduled meetings between representatives of Buyer and Seller to review such reports and discuss Seller's construction progress. The form of the Progress Report is set forth in Exhibit E. Seller shall also provide Buyer with any reasonably requested documentation (subject to confidentiality restrictions) directly related to the achievement of Milestones within ten (10) Business Days of receipt of such request by Seller. Seller is solely responsible for the design and construction of the Facility, including the location of the Site, the Facility layout, and the selection and procurement of the equipment comprising the Facility.

(b) Seller shall ensure that all materials, products and components used in constructing, installing and operating the Facility throughout the Term shall be in compliance with the Supply Chain Code, for example by implementing due diligence procedures for its and its Affiliate's suppliers, subcontractors and other participants in its supply chains. Seller shall notify Buyer promptly after it becomes aware of any breach, or imminent breach, of its obligations under this Section 2.3(b).

(c) Buyer shall have the right, at Buyer's sole expense, to retain an independent auditor to audit Seller's compliance with the requirements of Section 2.3(b).

2.4 **Remedial Action Plan.** If Seller misses a Milestone by more than thirty (30) days, except as the result of Force Majeure Event or Buyer Default, Seller shall submit to Buyer, within ten (10) Business Days of the end of such thirty (30)- day period following the Milestone completion date, a remedial action plan ("**Remedial Action Plan**"), which will describe in detail any delays (actual or anticipated) beyond the scheduled Milestone dates, including the cause of the

delay (e.g., governmental approvals, financing, property acquisition, design activities, equipment procurement, project construction, interconnection, or any other factor), Seller's detailed description of its proposed course of action to achieve the missed Milestones and all subsequent Milestones by the Guaranteed Commercial Operation Date; *provided*, delivery of any Remedial Action Plan shall not relieve Seller of its obligation to provide Remedial Action Plans with respect to any subsequent Milestones and to achieve the Guaranteed Commercial Operation Date in accordance with the terms of this Agreement. Subject to the provisions of Exhibit B, so long as Seller complies with its obligations under this Section 2.4, Seller shall not be considered in default of its obligations under this Agreement solely as a result of missing any Milestone.

2.5 **Guaranteed PV Capacity Adjustment.** At any time prior to Construction Start, Seller may, upon ten (10) Business Days' Notice to Buyer, increase the Guaranteed PV Capacity upward by up to one and a half (1.5) MW AC. Upon such Notice, each reference to the Guaranteed PV Capacity under this Agreement shall automatically be amended and deemed to be a reference to such adjusted amount, without the need for written amendment by the Parties, including references in the description of the Facility and the Operating Restrictions, provided that for purposes of calculating the amount of Development Security, Seller shall have thirty (30) days to provide such increased amounts after delivery of such Notice.

2.6 **Guaranteed Storage Capacity Adjustment.** At any time prior to Construction Start, Seller may, upon ten (10) Business Days' Notice to Buyer, increase the Guaranteed Storage Capacity upward by up to one and a half (1.5) MW AC. Upon the issuance of such Notice, each reference to Guaranteed Storage Capacity under this Agreement shall automatically be amended and deemed to be a reference to such adjusted amount, without the need for written amendment by the Parties, including references in the description of the Facility and the Operating Restrictions, provided that for purposes of calculating the amount of Development Security, Seller shall have thirty (30) days to provide such increased amounts after delivery of such Notice.

2.7 **Expected Energy Adjustment.** If Seller adjusts the Guaranteed PV Capacity pursuant to Section 2.5, then the Expected Energy shall be adjusted pro rata in proportion to such increase to the Guaranteed PV Capacity without the need for written amendment by the Parties.

ARTICLE 3 PURCHASE AND SALE

3.1 **Purchase and Sale of Product.** Subject to the terms and conditions of this Agreement, during the Delivery Term, Buyer shall purchase all the Product produced by or associated with the Facility at the Contract Price and in accordance with Exhibit C, and Seller shall supply and deliver to Buyer all the Product produced by or associated with the Facility. At its sole discretion, Buyer may during the Delivery Term re-sell or use for another purpose all or a portion of the Product, *provided* that no such re-sale or use shall relieve Buyer of any obligations hereunder. During the Delivery Term, Buyer shall have exclusive rights to offer, bid, or otherwise submit the Product, and/or any component thereof, from the Facility after the Delivery Point for resale in the market, and retain and receive any and all related revenues.

3.2 **Sale of Green Attributes.** During the Delivery Term, Seller shall sell and deliver to Buyer, and Buyer shall purchase from Seller, all Green Attributes attributable to the PV Energy

generated by the Facility. Upon request of Buyer, Seller shall use commercially reasonable efforts to (a) submit, and receive approval from the Center for Resource Solutions (or any successor that administers the Green-e Certification process), for the Green-e tracking attestations and (b) support Buyer's efforts to qualify the Green Attributes transferred by Seller as Green-e Certified.

3.3 **Imbalance Energy.** Buyer and Seller recognize that in any given Settlement Period the amount of PV Energy, Charging Energy, and/or Discharging Energy delivered from the Generating Facility and/or received or delivered by the Storage Facility may deviate from the amounts thereof scheduled with the CAISO. Following the Commercial Operation Date, to the extent there are such deviations, any costs, liabilities or revenues from such imbalances shall be solely for the account of Buyer, except as expressly set forth in this Agreement.

3.4 **Ownership of Renewable Energy Incentives.** Seller shall have all right, title and interest in and to all Renewable Energy Incentives. Buyer acknowledges that any Renewable Energy Incentives belong to Seller. If any Renewable Energy Incentives, or values representing the same, are initially credited or paid to Buyer, Buyer shall cause such Renewable Energy Incentives or values relating to same to be assigned or transferred to Seller without delay. Buyer shall reasonably cooperate with Seller, at Seller's sole expense, in Seller's efforts to meet the requirements for any certification, registration, or reporting program relating to Renewable Energy Incentives.

3.5 **Future Environmental Attributes.**

(a) The Parties acknowledge and agree that as of the Effective Date, environmental attributes sold under this Agreement are restricted to Green Attributes; however, Future Environmental Attributes may be created by a Governmental Authority through Laws enacted after the Effective Date. Subject to the final sentence of this Section 3.5(a) and to Section 3.5(b), in such event, Buyer shall bear all costs associated with the transfer, qualification, verification, registration and ongoing compliance for such Future Environmental Attributes, but there shall be no increase in the Contract Price. Upon Seller's receipt of Notice from Buyer of Buyer's intent to claim such Future Environmental Attributes, the Parties shall determine the necessary actions and additional costs associated with such Future Environmental Attributes. Seller shall have no obligation to alter the Facility or the operation of the Facility unless the Parties have agreed on all necessary terms and conditions relating to such alteration or change in operation and Buyer has agreed to reimburse Seller for all costs, losses, and liabilities associated with such alteration or change in operation.

(b) If Buyer elects to receive Future Environmental Attributes pursuant to Section 3.5(a), the Parties agree to negotiate in good faith with respect to the development of further agreements and documentation necessary to effectuate the transfer of such Future Environmental Attributes, including agreement with respect to (i) appropriate transfer, delivery and risk of loss mechanisms, and (ii) appropriate allocation of any additional costs to Buyer, as set forth above; *provided*, the Parties acknowledge and agree that such terms are not intended to alter the other material terms of this Agreement.

3.6 **Test Energy.** No less than fourteen (14) days prior to the first day on which Test Energy is expected to be available from the Facility, Seller shall notify Buyer of the availability of

the Test Energy. If and to the extent the Facility generates Test Energy, Seller shall sell and Buyer shall purchase from Seller all Test Energy and any associated Products of the Generating Facility on an as-available basis for up to ninety (90) days from the first delivery of Test Energy. As compensation for such Test Energy and associated Product, Buyer shall pay Seller an amount equal to seventy percent (70%) of the Renewable Rate (the “**Test Energy Rate**”). The conditions precedent in Section 2.2 are not applicable to the Parties’ obligations under this Section 3.6.

3.7 **Capacity Attributes.** Seller shall request Full Capacity Deliverability Status for the Guaranteed Capacity in the CAISO generator interconnection process. As between Buyer and Seller, Seller shall be responsible for the cost and installation of any Network Upgrades associated with obtaining such Full Capacity Deliverability Status.

(a) Throughout the Delivery Term and subject to Section 3.12, Seller grants, pledges, assigns and otherwise commits to Buyer all the Capacity Attributes from the Facility.

(b) Throughout the Delivery Term and subject to Section 3.12, Seller shall use commercially reasonable efforts to maintain eligibility for Full Capacity Deliverability Status for the Facility from the CAISO and shall perform all actions necessary to ensure that the Facility qualifies to provide Resource Adequacy Benefits, including Flexible Capacity, to Buyer. Throughout the Delivery Term, and subject to Section 3.12, Seller hereby covenants and agrees to transfer all Resource Adequacy Benefits from the Facility to Buyer.

(c) For the duration of the Delivery Term, and subject to Section 3.12, Seller shall take all commercially reasonable actions, including complying with all applicable registration and reporting requirements, and execute all documents or instruments necessary to enable Buyer to use all of the Capacity Attributes committed by Seller to Buyer pursuant to this Agreement.

(d) If Seller anticipates that it will have any RA Deficiency Amounts in a Showing Month, Seller may provide Replacement RA in the amount of (X) the Qualifying Capacity of the Facility with respect to such Showing Month, minus (Y) the expected Net Qualifying Capacity of the Facility with respect to such Showing Month, provided that (a) the amount of Replacement RA in any Contract Year shall not to exceed twenty-five percent (25%) of the annual total amount of Resource Adequacy Benefits expected to be provided by the Facility, and (b) any intended Replacement RA is communicated by Seller to Buyer in a Notice substantially in the form of Exhibit M at seventy five (75) days before the applicable Showing Month for the purpose of including in Buyer’s RA Compliance Showing for such Showing Month.

3.8 **Resource Adequacy Failure.**

(a) **RA Deficiency Determination.** For each RA Shortfall Month Seller shall pay to Buyer the RA Deficiency Amount as liquidated damages and/or provide Replacement RA, as set forth in Section 3.8(b), as the sole remedy for the Capacity Attributes that Seller failed to convey to Buyer; provided such failure is not the result of an act or omission of Buyer.

(b) **RA Deficiency Amount Calculation.** For each RA Shortfall Month, Seller shall pay to Buyer an amount (the “**RA Deficiency Amount**”) equal to the product of the difference, expressed in kW, of (i) the Qualifying Capacity of the Facility (or, if Seller has not obtained certification from the CAISO of the Facility’s Qualifying Capacity, the amount of

Qualifying Capacity the Facility would reasonably be estimated to qualify for, based on the CPUC-adopted qualifying capacity methodologies then in effect), minus (ii) the Net Qualifying Capacity of the Facility plus any Replacement RA that was included in the Showing Month for Buyer (or, if Seller does not have a Net Qualifying Capacity and did not provide any Replacement RA that was shown in a Showing Month for Buyer (other than due to Buyer's action or inaction), the Net Qualifying Capacity shall be deemed to be zero (0) MW), multiplied by the price for CPM Capacity as listed in Section 43A.7.1 of the CAISO Tariff (or its successor) ("**CPM Price**").

3.9 **CEC Certification and Verification**. Subject to Section 3.12 and in accordance with the timing set forth in this Section 3.9, Seller shall take all necessary steps including, but not limited to, making or supporting timely filings with the CEC to obtain and maintain CEC Certification and Verification for the Facility throughout the Delivery Term, including compliance with all applicable requirements for certified facilities set forth in the current version of the *RPS Eligibility Guidebook* (or its successor). Seller shall obtain CEC Precertification by the Commercial Operation Date. Within thirty (30) days after the Commercial Operation Date, Seller shall apply with the CEC for final CEC Certification and Verification. Within one hundred eighty (180) days after the Commercial Operation Date, Seller shall obtain and maintain throughout the remainder of the Delivery Term the final CEC Certification and Verification. Seller must promptly notify Buyer and the CEC of any changes to the information included in Seller's application for CEC Certification and Verification for the Facility.

3.10 **Eligibility**. Subject to Section 3.12, Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Generating Facility qualifies and is certified by the CEC (or, with respect to periods before the date that is one hundred eighty (180) days following the Commercial Operation Date, that the CEC has pre-certified) as an Eligible Renewable Energy Resource as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Generating Facility's output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in Law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in Law. The term "commercially reasonable efforts" as used in this Section 3.10 means efforts consistent with and subject to Section 3.12.

3.11 **California Renewables Portfolio Standard**. Subject to Section 3.12, Seller shall also take all other actions necessary to ensure that the PV Energy produced from the Generating Facility is tracked for purposes of satisfying the California Renewables Portfolio Standard requirements, as may be amended or supplemented by the CPUC or CEC from time to time.

3.12 **Compliance Expenditure Cap**. If a change in Law occurring after the Effective Date has increased Seller's cost to comply with Seller's obligations under this Agreement that are made subject to this Section 3.12, including with respect to obtaining, maintaining, conveying, providing or effectuating Buyer's use of Green Attributes and Capacity Attributes (as applicable), then the Parties agree that the maximum aggregate amount of costs and expenses Seller shall be required to bear (x) during the Delivery Term to comply with all of such obligations shall be capped at Twenty-Five Thousand Dollars (\$25,000) per MW of Guaranteed Capacity [REDACTED]

[REDACTED]

(“**Compliance Expenditure Cap**”).

(a) Any actions required for Seller to comply with its obligations set forth in the first paragraph above, the cost of which will be included in the Compliance Expenditure Cap, shall be referred to collectively as the “**Compliance Actions**.”

(b) If Seller reasonably anticipates the need to incur out-of-pocket expenses in excess of the Compliance Expenditure Cap in order to take any Compliance Action, Seller shall provide Notice to Buyer of such anticipated out-of-pocket expenses.

(c) Buyer will have sixty (60) days to evaluate such Notice (during which time period Seller is not obligated to take any Compliance Actions described in the Notice) and shall, within such time, either (1) agree to reimburse Seller for all or some portion of the costs that exceed the Compliance Expenditure Cap (such Buyer-agreed upon costs, the “**Accepted Compliance Costs**”), or (2) waive Seller’s obligation to take such Compliance Actions, or any part thereof for which Buyer has not agreed to reimburse Seller. If Buyer does not respond to a Notice given by Seller under this Section 3.12 within sixty (60) days after Buyer’s receipt of same, Buyer shall be deemed to have waived its rights to require Seller to take the Compliance Actions that are the subject of the Notice, and Seller shall have no further obligation to take, and no liability for any failure to take, such Compliance Actions until such time as Buyer agrees to pay such Accepted Compliance Costs.

(d) If Buyer agrees to reimburse Seller for the Accepted Compliance Costs, then Seller shall take such Compliance Actions covered by the Accepted Compliance Costs as agreed upon by the Parties and Buyer shall reimburse Seller for Seller’s actual costs to effect the Compliance Actions, not to exceed the Accepted Compliance Costs, within sixty (60) days from the time that Buyer receives an invoice and documentation of such costs from Seller.

3.13 **Project Configuration**. In order to optimize the benefits of the Facility, Buyer and Seller each agree that if requested by the other Party, then Buyer and Seller shall discuss in good faith reconfiguration of the Facility or Interconnection Facilities, including the use of grid energy to provide Charging Energy to commence during the sixth (6th) Contract Year; *provided*, neither Party shall be obligated to agree to any changes under this Agreement, or to incur any expense in connection with such changes, except under terms mutually acceptable to both Parties as set forth in a written agreement.

ARTICLE 4 OBLIGATIONS AND DELIVERIES

4.1 **Delivery**.

(a) **Energy**. Subject to the provisions of this Agreement, commencing on the Commercial Operation Date through the end of the Contract Term, Seller shall supply and deliver the Product to Buyer at the Delivery Point (except for PV Energy used as Charging Energy), and

Buyer shall take delivery of the Product at the Delivery Point (except for PV Energy used as Charging Energy) in accordance with the terms of this Agreement. Except as otherwise provided herein, Seller shall be responsible for paying or satisfying when due any costs or charges imposed in connection with the delivery of Facility Energy to the Delivery Point, including any operation and maintenance charges imposed by the Transmission Provider directly relating to the Facility's operations. Buyer shall be responsible for all costs, charges and penalties, if any, imposed in connection with the delivery of Facility Energy at and after the Delivery Point, including without limitation transmission costs and transmission line losses and imbalance charges. The PV Energy, Charging Energy and Discharging Energy will be scheduled with the CAISO by Buyer (or Buyer's designated Scheduling Coordinator) in accordance with Exhibit D.

(b) Green Attributes. All Green Attributes associated with Test Energy and the PV Energy during the Delivery Term are exclusively dedicated to and vested in Buyer. Seller represents and warrants that Seller holds the rights to all Green Attributes from the Facility, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the Product from the Facility.

(c) Energy Products. If, at any time during the Contract Term, Buyer requests Seller to provide any new or different Energy-related products or Ancillary Services that may become recognized from time to time in the CAISO market and that are not expressly listed in Exhibit Q (including, for example, reactive power), and Seller is able to provide any such product from the Facility without material adverse effect (including for avoidance of doubt any obligation to incur more than *de minimis* costs or liabilities) on Seller or the Facility or Seller's obligations or liabilities under this Agreement, then Seller shall use commercially reasonable efforts to coordinate with Buyer to provide such product. If provision of any such new product would have a material adverse effect (including any obligation to incur more than *de minimis* costs or liabilities) on Seller or the Facility or Seller's obligations or liabilities under this Agreement, then Seller shall be obligated to provide such product only if the Parties first execute an amendment to this Agreement with respect to such product that is mutually acceptable to both Parties.

4.2 Title and Risk of Loss.

(a) Energy. Title to and risk of loss related to the Facility Energy, shall pass and transfer from Seller to Buyer at the Delivery Point. Seller warrants that all Product delivered to Buyer is free and clear of all liens, security interests, claims and encumbrances of any kind.

(b) Green Attributes. Title to and risk of loss related to the Green Attributes shall pass and transfer from Seller to Buyer upon the transfer of such Green Attributes in accordance with WREGIS.

4.3 Forecasting. Seller shall provide the forecasts described below. Seller shall use commercially reasonable efforts to forecast accurately and to transmit such information in a format reasonably acceptable to Buyer (or Buyer's designee).

(a) Annual Forecast of Energy. No less than forty-five (45) days before (i) the first day of the first Contract Year of the Delivery Term and (ii) the beginning of each calendar year for every subsequent Contract Year during the Delivery Term, Seller shall provide to Buyer

and the SC (if applicable) a non-binding forecast of each month's average-day expected PV Energy, by hour, for the following calendar year in a form substantially similar to the table found in Exhibit F-1, or as reasonably requested by Buyer.

(b) Monthly Forecast of PV Energy and Available Capacity. No less than thirty (30) days before the beginning of Commercial Operation, and thereafter ten (10) Business Days before the beginning of each month during the Delivery Term, Seller shall provide to Buyer and the SC (if applicable) a non-binding forecast of the hourly expected (i) available capacity of the Generating Facility, (ii) PV Energy, (iii) Available Effective Storage Capacity, and (iv) Available Storage Capability (items (i)-(iv) collectively referred to as the "**Forecasted Product**"), for each day of the following month in a form substantially similar to Exhibits F-1, F-2, F-3 and F-4, as applicable ("**Monthly Forecast**").

(c) Day-Ahead Forecast. By 5:30 AM Pacific Prevailing Time on the Business Day immediately preceding the date of delivery, or as otherwise specified by Buyer consistent with Prudent Operating Practice, Seller shall provide Buyer with a non-binding forecast of the hourly expected Forecasted Product, in each case, for each hour of the immediately succeeding day ("**Day-Ahead Forecast**"). A Day-Ahead Forecast provided in a day prior to any non-Business Day(s) shall include non-binding forecasts for the immediate day, each succeeding non-Business Day, and the next Business Day. Each Day-Ahead Forecast shall clearly identify, for each hour, Seller's best estimate of the hourly expected Forecasted Product. Such Day-Ahead Forecasts shall be sent to Buyer's on-duty Scheduling Coordinator. If Seller fails to provide Buyer with a Day-Ahead Forecast as required herein for any period, then for such unscheduled delivery period only, Buyer shall rely on any Real-Time Forecast or the Monthly Forecast or Buyer's best estimate based on information reasonably available to Buyer.

(d) Real-Time Forecasts. During the Delivery Term, Seller shall notify Buyer of any changes from the Day-Ahead Forecast of one (1) MW / one (1) MWh or more in the hourly expected Forecasted Product ("**Real-Time Forecast**"), in each case, whether due to a Forced Facility Outage, Force Majeure Event or other cause, as soon as reasonably possible, but no later than one (1) hour prior to the deadline for submitting schedules to the CAISO in accordance with the rules for participation in the Real-Time Market. If the Forecasted Product changes by at least one (1) MW as of a time that is less than one (1) hour prior to the Real-Time Market deadline, but before such deadline, then Seller must notify Buyer as soon as reasonably possible. Such Real-Time Forecasts of PV Energy shall be provided by an Approved Forecast Vendor and shall contain information regarding the beginning date and time of the event resulting in the change in any Forecasted Product, as applicable, the expected end date and time of such event, and any other information required by the CAISO or reasonably requested by Buyer. With respect to any Forced Facility Outage, Seller shall use commercially reasonable efforts to notify Buyer of such outage within ten (10) minutes of the commencement of the Forced Facility Outage. Seller shall inform Buyer of any developments that are reasonably likely to affect either the duration of such outage or the availability of the Facility during or after the end of such outage. Such Real-Time Forecasts shall be communicated in a method acceptable to Buyer; *provided* that Buyer specifies the method no later than sixty (60) days prior to the effective date of such requirement. In the event Buyer fails to provide Notice of an acceptable method for communications under this Section 4.3(d), then Seller shall send such communications by telephone and e-mail to Buyer.

(e) Forced Facility Outages. Notwithstanding anything to the contrary herein, Seller shall promptly notify Buyer's on-duty Scheduling Coordinator of Forced Facility Outages and Seller shall keep Buyer informed of any developments that will affect either the duration of the outage or the availability of the Facility during or after the end of the outage.

(f) Forecasting Penalties. In the event Seller does not in a given hour provide the forecast required in Section 4.3(d) and Buyer incurs a loss or penalty resulting from its scheduling activities with respect to Facility Energy during such hour, Seller shall be responsible for a "**Forecasting Penalty**" for each such hour equal to the product of (A) the absolute difference (if any) between (i) the expected PV Energy for such hour (which assumes no Charging Energy or Discharging Energy in such hour) set forth in the Monthly Forecast, and (ii) the actual PV Energy (absent any Charging Energy and Discharging Energy), multiplied by (B) the absolute value of the Real-Time Price in such hour. Settlement of Forecasting Penalties shall occur as set forth in Article 8 of this Agreement.

(g) CAISO Tariff Requirements. Seller shall comply with all applicable obligations for Variable Energy Resources under the CAISO Tariff and the Eligible Intermittent Resource Protocol, including providing appropriate operational data and meteorological data, and will fully cooperate with Buyer, Buyer's SC, and CAISO, in providing all data, information, and authorizations required thereunder.

4.4 Dispatch Down/Curtailment.

(a) General. Seller agrees to reduce the amount of PV Energy and/or Discharging Energy produced by the Facility, by the amount and for the period set forth in any Curtailment Order, Buyer Curtailment Order, or notice received from CAISO in respect of a Buyer Bid Curtailment; provided, Seller is not required to reduce such amount to the extent it is inconsistent with the limitations of the Facility set out in the Operating Restrictions.

(b) Buyer Curtailment. Buyer shall have the right to order Seller to curtail deliveries of PV Energy through Buyer Curtailment Orders, *provided* that Buyer shall pay Seller for all Deemed Delivered Energy associated with a Buyer Curtailment Period at the Renewable Rate.

(c) Failure to Comply. If Seller fails to comply with a Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order, then, for each MWh of PV Energy that is delivered by the Generating Facility to the Delivery Point that is in excess of the Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order, Seller shall pay Buyer for each such MWh at an amount equal to the sum of (A) + (B) + (C), where: (A) is the amount, if any, paid to Seller by Buyer for delivery of such excess MWh, (B) is the sum, for all Settlement Intervals with a Negative LMP during the Buyer Curtailment Period or Curtailment Period, of the absolute value of the product of such excess MWh in each Settlement Interval and the Negative LMP for such Settlement Interval, and (C) is any penalties assessed by the CAISO or other charges assessed by the CAISO resulting from Seller's failure to comply with the Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order.

(d) Seller Equipment Required for Operating Instruction Communications.

Seller shall acquire, install, and maintain such facilities, communications links and other equipment, and implement such protocols and practices, as necessary to respond to and follow operating instructions from the CAISO and Buyer's SC, including an electronic signal conveying real time and intra-day instructions, to operate the Facility as directed by Buyer from time to time in accordance with this Agreement and/or a Governmental Authority, including to implement a Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order in accordance with the methodologies applicable to the Facility and used to transmit such instructions. If at any time during the Delivery Term, Seller's facilities, communications links or other equipment, protocols or practices are not in compliance with methodologies applicable to the Facility and directed by Buyer, Seller shall take the steps necessary to become compliant as soon as commercially reasonably possible. Seller shall be liable pursuant to Section 4.4(c) for failure to comply with a Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order, during the time that Seller's facilities, communications links or other equipment, protocols or practices are not in compliance with applicable methodologies. A Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order communication via such systems and facilities shall have the same force and effect on Seller as any other form of communication.

4.5 **Energy Management.**

(a) **Charging Generally.** Upon receipt of a valid Charging Notice, Seller shall take any and all action necessary to deliver the Charging Energy to the Storage Facility in order to deliver the Storage Product in accordance with the terms of this Agreement, including maintenance, repair or replacement of equipment in Seller's possession or control used to deliver the Charging Energy from the Generating Facility to the Storage Facility. Except as otherwise expressly set forth in this Agreement, including Section 4.5(c), Section 4.5(i), and Section 4.9(d)(i), Buyer shall be responsible for paying all CAISO costs and charges associated with Charging Energy. The Parties acknowledge and agree that, subject to Section 3.13, Charging Energy will exclusively be PV Energy delivered directly from the Generating Facility to the Storage Facility; however, for purposes of CAISO financial settlements, the Parties understand that the CAISO will treat Charging Energy as being procured by Buyer from the CAISO Grid as if such Charging Energy were grid energy, and that as a result, the CAISO will have separate financial settlements (i) for deliveries of PV Energy to the Generating Facility Meter and (ii) for deliveries of Charging Energy to the Storage Facility Meter. If CAISO rules or protocols become inconsistent with such understanding, the Parties shall reasonably coordinate to amend or modify this Agreement to carry out the intent hereof, such agreement not to be unreasonably delayed, conditioned or withheld.

(b) **Charging Notices.** During the Delivery Term, Buyer will have the right to direct Seller to charge the Storage Facility seven (7) days per week and twenty-four (24) hours per day (including holidays), by causing Charging Notices to be issued subject to the requirements and limitations set forth in this Agreement, including the Operating Restrictions. Each Charging Notice issued in accordance with this Agreement will be effective unless and until Buyer's SC or the CAISO modifies such Charging Notice by providing Seller with an updated Charging Notice.

(c) **No Unauthorized Charging.** Seller shall not charge the Storage Facility during the Delivery Term other than pursuant to a valid Charging Notice (it being understood that Seller may adjust a Charging Notice to the extent necessary to maintain compliance with the

Operating Restrictions), or in connection with a Seller Initiated Test (including Facility maintenance or a Storage Capacity Test), or pursuant to a notice from CAISO, the Transmission Provider, or any other Governmental Authority. If, during the Delivery Term, Seller charges the Storage Facility (i) to a Stored Energy Level greater than the Stored Energy Level provided for in a Charging Notice, or (ii) in violation of the first sentence of this Section 4.5(c), then (x) Seller shall pay Buyer the Renewable Rate for all Energy associated with such charging of the Storage Facility, and (y) Buyer shall be entitled to discharge such Energy and entitled to all of the CAISO revenues and benefits (including Storage Product) associated with such discharge. Notwithstanding the foregoing, during any Curtailment Period, Buyer shall use commercially reasonable efforts to cause all curtailed PV Energy to be used as Charging Energy.

(d) No Unauthorized Discharging. Seller shall not discharge the Storage Facility during the Delivery Term other than pursuant to a valid Discharging Notice (it being understood that Seller may adjust a Discharging Notice to the extent necessary to maintain compliance with the Operating Restrictions), or in connection with a Seller Initiated Test (including Facility maintenance or a Storage Capacity Test), or pursuant to a notice from CAISO, the Transmission Provider, or any other Governmental Authority. Buyer will have the right to direct Seller to discharge the Storage Facility seven (7) days per week and twenty-four (24) hours per day (including holidays), by causing Buyer's SC or the CAISO to provide Discharging Notices to Seller, subject to the requirements and limitations set forth in this Agreement, including the Operating Restrictions. Each Discharging Notice issued in accordance with this Agreement will be effective unless and until Buyer's SC or the CAISO modifies such Discharging Notice by providing Seller with an updated Discharging Notice.

(e) Curtailments. Notwithstanding anything in this Agreement to the contrary, during any Settlement Interval, Curtailment Orders, Buyer Curtailment Orders, and Buyer Bid Curtailments applicable to such Settlement Interval shall have priority over any Charging Notices and Discharging Notices applicable to such Settlement Interval, and Seller shall have no liability for violation of this Section 4.5 or any Charging Notice or Discharging Notice if and to the extent such violation is caused by Seller's compliance with any Curtailment Order, Buyer Curtailment Order, Buyer Bid Curtailment or other instruction or direction from Buyer or its SC or a Governmental Authority or the Transmission Provider. Buyer shall have the right, but not the obligation, to provide Seller with updated Charging Notices and Discharging Notices during any Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order consistent with the Operating Restrictions.

(f) Unauthorized Charges and Discharges. If Seller or any third party charges, discharges or otherwise uses the Storage Facility other than as permitted hereunder, or as is expressly addressed in Section 4.5(g), it shall be a breach by Seller and Seller shall hold Buyer harmless from, and indemnify Buyer against, all actual costs or losses associated therewith, and be responsible to Buyer for any damages arising therefrom and, if Seller fails to implement procedures reasonably acceptable to Buyer to prevent any further occurrences of the same, then such shall be a failure to perform a material covenant under Section 11.1(a)(iii).

(g) CAISO Dispatches. During the Delivery Term, CAISO Dispatches shall have priority over any Charging Notice or Discharging Notice issued by Buyer's SC, and Seller shall have no liability for violation of this Section 4.5 or any Charging Notice or Discharging

Notice if and to the extent such violation is caused by Seller's compliance with any CAISO Dispatch. During any time interval during the Delivery Term in which the Storage Facility is capable of responding to a CAISO Dispatch, but the Storage Facility deviates from a CAISO Dispatch, Seller shall be responsible for all CAISO charges and penalties resulting from such deviation (in addition to any Buyer remedy related to overcharging of the Storage Facility in Section 4.5(c)). To the extent the Storage Facility is unable to respond to ADS signals during any Calculation Interval, then as an exclusive remedy, such Calculation Interval shall be deemed an Unavailable Calculation Interval for purposes of calculating the YTD Annual Storage Capacity Availability.

(h) Pre-Commercial Operation Date Period, etc. Prior to CAISO Commercial Operation, (i) Buyer shall have no rights to issue or cause to be issued Charging Notices or Discharging Notices, (ii) Seller shall have exclusive rights to test, charge and discharge the Storage Facility, (iii) Buyer and Buyer's SC shall reasonably coordinate and cooperate with Seller with respect to Facility testing (including for Test Energy), and (iv) Seller shall be entitled to all CAISO revenues and other amounts paid by CAISO in respect of the Storage Facility testing. Upon CAISO Commercial Operation, Buyer shall have exclusive rights to issue or cause to be issued Charging Notices or Discharging Notices and Buyer shall be entitled to all CAISO revenues and other amounts paid by CAISO in respect of the Storage Facility. For the period from CAISO Commercial Operation until the Commercial Operation Date, Buyer shall pay to Seller either [REDACTED] percent ([REDACTED]%) of the Storage Rate multiplied by the Effective Storage Capacity, pro-rated on a daily basis, [REDACTED]

(i) Station Use. Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge (i) Seller is responsible for providing all Energy to serve Station Use (including paying the cost of any Energy from the grid to serve Station Use), (ii) the supply of such Station Use shall not be deemed a violation of this Agreement, including Sections 4.5(c), (d), and (f), and (iii) Station Use may not be supplied from PV Energy, Charging Energy or Discharging Energy.

(j) Maintenance of SCADA Systems; Back-up Procedures. During the Delivery Term, Seller shall maintain SCADA Systems, communications links and other equipment consistent with Section 4.4, including as may be necessary to receive automated Charging Notices and Discharging Notices consistent with CAISO protocols and practice ("**Automated Dispatches**"). In the event of the failure or inability of the Storage Facility to receive Automated Dispatches, Seller shall use all commercially reasonable efforts to repair or replace the applicable components as soon as reasonably possible, and if there is any material delay in such repair or replacement, Seller shall provide Buyer with a written plan of all actions Seller plans to take to repair or replace such components for Buyer's review and comment. During any period during which the Storage Facility is not capable of receiving or implementing Automated Dispatches, Seller shall implement back-up procedures consistent with the CAISO Tariff and CAISO protocols to enable Seller to receive and implement non-automated Charging Notices or Discharging Notices ("**Alternative Dispatches**").

4.6 Reduction in Energy Delivery Obligation. Without limiting Section 3.1 or Exhibit G:

(a) Facility Maintenance.

(i) Unless otherwise agreed to in writing by Buyer in its sole discretion, Seller shall provide to Buyer written schedules for Planned Outages for each Contract Year no later than thirty (30) days prior to the first day of the applicable Contract Year. Buyer may provide comments no later than ten (10) days after receiving any such schedule, and Seller shall in good faith take into account any such comments. Seller shall deliver to Buyer the final updated schedule of Planned Outages no later than ten (10) days after receiving Buyer's comments. Seller shall be permitted to reduce deliveries of Product during any period of such Planned Outages.

(ii) If reasonably required in accordance with Prudent Operating Practices, Seller may perform maintenance at a different time than maintenance scheduled pursuant to Section 4.6(a)(i); *provided* Seller shall limit maintenance repairs performed pursuant to this Section 4.6(a) to periods when Buyer does not reasonably believe the Facility will be dispatched. Seller shall provide Notice to Buyer within the time period determined by the CAISO for the Facility, as a Resource Adequacy Resource that is subject to the Availability Standards, to qualify for an "Approved Maintenance Outage" under the CAISO Tariff. Buyer shall cooperate with Seller to make changes to each such schedule and shall permit any changes if doing so would not have a material adverse impact on Buyer and Seller agrees to reimburse Buyer for any costs or charges associated with such changes. Notwithstanding anything in this Agreement to the contrary, Seller shall not be required to provide Notice to Buyer of maintenance of the Generating Facility occurring during nighttime hours not otherwise impacting the Storage Facility.

(iii) Notwithstanding anything in this Agreement to the contrary, no Planned Outages of the Facility shall be scheduled or planned from each June 1 through October 31 during the Delivery Term, unless approved by Buyer in writing in its sole discretion. In the event that Seller has a previously Planned Outage that becomes coincident with a System Emergency, Seller shall make all reasonable efforts to reschedule such Planned Outage.

(b) Forced Facility Outage. Seller shall be permitted to reduce deliveries of Product during any Forced Facility Outage. Seller shall provide Buyer with Notice and expected duration (if known) of any Forced Facility Outage.

(c) System Emergencies and other Interconnection Events. Seller shall be permitted to reduce deliveries of Product during any period of System Emergency, Transmission System Outage, Buyer Curtailment Period or upon notice of a Curtailment Order pursuant to the terms of this Agreement, the Interconnection Agreement or applicable tariff.

(d) Force Majeure Event. Subject to Article 10, Seller shall be permitted to reduce deliveries of Product during any Force Majeure Event to the extent such Force Majeure Event prevents Seller from delivering Product.

(e) Health and Safety. Seller shall be permitted to reduce deliveries of Product as necessary to maintain health and safety pursuant to Section 6.2.

Notwithstanding anything in this Section 4.6 to the contrary, any such reductions in Product deliveries shall not excuse (i) the Storage Facility's unavailability for purposes of calculating the Annual Storage Capacity Availability, or (ii) in the case of Sections 4.6(a), (b) and (e), Seller's

obligation to deliver Capacity Attributes.

4.7 **Guaranteed Energy Production.** During each Performance Measurement Period, Seller shall deliver to Buyer an amount of PV Energy, not including any Excess MWh, equal to no less than the Guaranteed Energy Production (as defined below). “**Guaranteed Energy Production**” means an amount of PV Energy, as measured in MWh, equal to one hundred sixty percent (160%) of the average annual Expected Energy for the two (2) Contract Years constituting such Performance Measurement Period. Seller shall be excused from achieving the Guaranteed Energy Production during any Performance Measurement Period only to the extent of any Buyer Default or other Buyer failure to perform that directly prevents Seller from being able to deliver PV Energy to the Delivery Point. For purposes of determining whether Seller has achieved the Guaranteed Energy Production, Seller shall be deemed to have delivered to Buyer the sum of (a) any Deemed Delivered Energy, plus (b) PV Energy in the amount it could reasonably have delivered to Buyer but was prevented from delivering to Buyer by reason of any Force Majeure Events, System Emergency, Transmission System Outage, or Curtailment Periods (“**Lost Output**”). If Seller fails to achieve the Guaranteed Energy Production amount in any Performance Measurement Period, Seller shall pay Buyer damages calculated in accordance with Exhibit G (“**Energy Replacement Damages**”); *provided* that Seller may, as an alternative, provide Replacement Product (as defined in Exhibit G) delivered to Buyer at SP 15 EZ Gen Hub under a Day-Ahead Schedule as an IST within ninety (90) days after the conclusion of the applicable Performance Measurement Period (i) upon a schedule reasonably acceptable to Buyer, (ii) provided that such deliveries do not impose additional costs upon Buyer for which Seller refuses to provide reimbursement, and (iii) not to exceed the lower of (x) twenty percent (20%) of the Expected Energy for the previous Contract Year or (y) ten percent (10%) of the sum of the annual average Expected Energy for the previous two Contract Years.

4.8 **Storage Facility Availability; Guaranteed Efficiency Rate; Ancillary Services.**

(a) During the Delivery Term, the Storage Facility shall maintain an Annual Storage Capacity Availability during each Contract Year of no less than [REDACTED] percent ([REDACTED]%) (the “**Guaranteed Storage Availability**”), which Annual Storage Capacity Availability shall be calculated in accordance with Exhibit P.

(b) During the Delivery Term, the Storage Facility shall maintain an Efficiency Rate of no less than the Guaranteed Efficiency Rate. Buyer’s sole remedy for an Efficiency Rate that is less than the Guaranteed Efficiency Rate shall be an adjustment to the Monthly Capacity Payment pursuant to Section (d) of Exhibit C.

(c) Buyer’s exclusive remedies for Seller’s failure to achieve the Guaranteed Storage Availability are (i) the adjustment of Seller’s payment for the Product by application of the Capacity Availability Factor (as set forth in Exhibit C), and (ii) in the case of a Seller Event of Default as set forth in Section 11.1(b)(iv), the applicable remedies set forth in Article 11.

(d) Seller shall operate and maintain the Storage Facility throughout the Delivery Term so as to be able to provide the Ancillary Services in accordance with the specifications set forth in the Storage Facility’s initial CAISO Certification associated with the Installed Storage Capacity. For each Calculation Interval during the Delivery Term for which the Storage Facility is capable of responding to Automated Dispatches or Alternative Dispatches, but

the Storage Facility fails to respond at all to an Ancillary Services Dispatch, then as the exclusive remedy the Storage Capability for such Calculation Interval shall be deemed reduced for purposes of calculating the YTD Annual Storage Capacity Availability to the extent of such inability or failure multiplied by fifty percent (50%).

4.9 Storage Facility Testing.

(a) Storage Capacity Tests. Prior to the Commercial Operation Date, Seller shall schedule and complete a Commercial Operation Storage Capacity Test in accordance with Exhibit O. Thereafter, Seller and Buyer shall have the right to run additional Storage Capacity Tests in accordance with Exhibit O.

(i) Buyer shall have the right to send one or more representative(s) to witness all Storage Capacity Tests.

(ii) Following each Storage Capacity Test, Seller shall submit a testing report in accordance with Exhibit O. If the actual capacity or efficiency rate determined pursuant to a Storage Capacity Test varies from the then-current Effective Storage Capacity or Efficiency Rate, as applicable, then the actual capacity or efficiency rate determined pursuant to such Storage Capacity Test shall become the new Effective Storage Capacity and/or Efficiency Rate, at the beginning of the day following the completion of the test for all purposes under this Agreement.

(b) Additional Testing. Seller shall, at times and for durations reasonably agreed to by Buyer, conduct necessary testing to ensure the Storage Facility is functioning properly and the Storage Facility is able to respond to Buyer or CAISO Dispatches.

(c) Buyer or Seller Initiated Tests. Any testing of the Storage Facility requested by Buyer after the Commercial Operation Storage Capacity Tests and all required annual tests pursuant to Section B of Exhibit O shall be deemed Buyer-instructed dispatches of the Facility (“**Buyer Dispatched Test**”). Any test of the Storage Facility that is not a Buyer Dispatched Test (including all tests conducted prior to Commercial Operation, any Commercial Operation Storage Capacity Tests, any Storage Capacity Test conducted if the Effective Storage Capacity immediately prior to such Storage Capacity Test is below seventy percent (70%) of the Installed Storage Capacity, any test required by CAISO (including any test required to obtain or maintain CAISO Certification), and other Seller-requested discretionary tests or dispatches, at times and for durations reasonably agreed to by Buyer, that Seller deems necessary for purposes of reliably operating or maintaining the Storage Facility or for re-performing a required test within a reasonable number of days of the initial required test (considering the circumstances that led to the need for a retest)) shall be deemed a “**Seller Initiated Test**”.

(i) For any Seller Initiated Test, other than Storage Capacity Tests required by Exhibit O for which there is a stated notice requirement, Seller shall notify Buyer no later than twenty-four (24) hours prior thereto (or any shorter period reasonably acceptable to Buyer consistent with Prudent Operating Practices).

(ii) No Charging Notices or Discharging Notices shall be issued during any Seller Initiated Test or Buyer Dispatched Test except as reasonably requested by Seller or Buyer to implement the applicable test. Periods during which Buyer Dispatched Tests render the

Storage Facility (or any portion thereof, as applicable) unavailable shall be excluded for purposes of calculating the Annual Storage Capacity Availability. The Storage Facility will be deemed unavailable during any Seller Initiated Test, and Buyer shall not dispatch or otherwise schedule the Storage Facility during such Seller Initiated Test.

(d) Testing Costs and Revenues.

(i) For all Buyer Dispatched Tests, Buyer shall direct only Charging Energy to be used to charge the Storage Facility and Buyer shall be entitled to all CAISO revenues associated with a Storage Facility dispatch during a Buyer Dispatched Test. For all Seller Initiated Tests, (1) Seller shall reimburse Buyer at the Renewable Rate for all Charging Energy for such Seller Initiated Test, and (2) Seller shall be entitled to all CAISO revenues associated with the discharge of such Energy, but all Green Attributes associated therewith shall be for Buyer's account at no additional cost to Buyer. Buyer shall pay to Seller, in the month following Buyer's receipt of such CAISO revenues and otherwise in accordance with Exhibit C, all applicable CAISO revenues received by Buyer and associated with the discharge Energy associated with such Seller Initiated Test.

(ii) Buyer shall be responsible for all costs, expenses and fees payable or reimbursable to its representative(s) witnessing any Facility test.

(iii) Except as set forth in Sections 4.9(d)(i) and (ii), all other costs of any testing of the Storage Facility shall be borne by Seller.

4.10 **WREGIS.** Seller shall, at its sole expense, but subject to Section 3.12, take all actions and execute all documents or instruments necessary to ensure that all WREGIS Certificates associated with all Renewable Energy Credits corresponding to all PV Energy are issued and tracked for purposes of satisfying the requirements of the California Renewables Portfolio Standard and transferred in a timely manner to Buyer for Buyer's sole benefit. Seller shall transfer the Renewable Energy Credits to Buyer. Seller shall comply with all Laws, including the WREGIS Operating Rules, regarding the certification and transfer of such WREGIS Certificates to Buyer and Buyer shall be given sole title to all such WREGIS Certificates. Seller shall be deemed to have satisfied the warranty in Section 4.10(g), *provided* that Seller fulfills its obligations under Sections 4.10(a) through (g) below. In addition:

(a) Prior to the Commercial Operation Date, Seller shall register the Facility with WREGIS and establish an account with WREGIS ("**Seller's WREGIS Account**"), which Seller shall maintain until the end of the Delivery Term. Seller shall transfer the WREGIS Certificates using "**Forward Certificate Transfers**" (as described in the WREGIS Operating Rules) from Seller's WREGIS Account to the WREGIS account(s) of Buyer or the account(s) of a designee that Buyer identifies by Notice to Seller ("**Buyer's WREGIS Account**"). Seller shall be responsible for all expenses associated with registering the Facility with WREGIS, establishing and maintaining Seller's WREGIS Account, paying WREGIS Certificate issuance and transfer fees, and transferring WREGIS Certificates from Seller's WREGIS Account to Buyer's WREGIS Account.

(b) Seller shall cause Forward Certificate Transfers to occur on a monthly basis in accordance with the certification procedure established by the WREGIS Operating Rules. Since WREGIS Certificates will only be created for whole MWh amounts of PV Energy generated, any fractional MWh amounts (i.e., kWh) will be carried forward until sufficient generation is accumulated for the creation of a WREGIS Certificate.

(c) Seller shall, at its sole expense, ensure that the WREGIS Certificates for a given calendar month correspond with the PV Energy for such calendar month as evidenced by the Facility's metered data.

(d) Due to the ninety (90) day delay in the creation of WREGIS Certificates relative to the timing of invoice payment under Section 8.2, Buyer shall make an invoice payment for a given month in accordance with Section 8.2 before the WREGIS Certificates for such month are formally transferred to Buyer in accordance with the WREGIS Operating Rules and this Section 4.10. Notwithstanding this delay, Buyer shall have all right and title to all such WREGIS Certificates upon payment to Seller in accordance with Section 8.2.

(e) A "**WREGIS Certificate Deficit**" means any deficit or shortfall in WREGIS Certificates delivered to Buyer for a calendar month as compared to the PV Energy for the same calendar month ("**Deficient Month**") caused by an error or omission of Seller. If any WREGIS Certificate Deficit is caused by, or is the result of any action or inaction of, Seller, then the amount of PV Energy in the Deficient Month shall be reduced by three (3) times the amount of the WREGIS Certificate Deficit for purposes of calculating Buyer's payment to Seller under Article 8 and the Guaranteed Energy Production for the applicable Contract Year; *provided*, such adjustment shall not apply to the extent that Seller either (x) resolves the WREGIS Certificate Deficit within ninety (90) days after the Deficient Month or (y) provides Replacement Green Attributes (as defined in Exhibit G) within ninety (90) days after the Deficient Month (i) upon a schedule reasonably acceptable to Buyer, and (ii) provided that such deliveries do not impose additional costs upon Buyer for which Seller has not reimbursed Buyer. Without limiting Seller's obligations under this Section 4.10, if a WREGIS Certificate Deficit is caused solely by an error or omission of WREGIS, the Parties shall cooperate in good faith to cause WREGIS to correct its error or omission.

(f) Subject to Section 3.12, if WREGIS changes the WREGIS Operating Rules after the Effective Date or applies the WREGIS Operating Rules in a manner inconsistent with this Section 4.10 after the Effective Date, the Parties promptly shall modify this Section 4.10 as reasonably required to cause and enable Seller to transfer to Buyer's WREGIS Account a quantity of WREGIS Certificates for each given calendar month that corresponds to the PV Energy in the same calendar month.

(g) Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in WREGIS will be taken prior to the first Energy delivery under this Agreement.

4.11 **Financial Statements**. In the event a Guaranty is provided as Performance Security in lieu of cash or a Letter of Credit, Seller shall provide to Buyer, or cause the Guarantor to provide to Buyer, unaudited quarterly and annual audited financial statements of the Guarantor (including

a balance sheet and statements of income and cash flows), all prepared in accordance with generally accepted accounting principles in the United States, consistently applied.

ARTICLE 5 TAXES

5.1 **Allocation of Taxes and Charges.** Seller shall pay or cause to be paid all Taxes on or with respect to the Facility or on or with respect to the sale and making available of Product to Buyer, that are imposed on Product prior to its delivery to Buyer at the time and place contemplated under this Agreement. Buyer shall pay or cause to be paid all Taxes on or with respect to the delivery to and purchase by Buyer of Product that are imposed on Product at and after its delivery to Buyer at the time and place contemplated under this Agreement (other than withholding or other Taxes imposed on Seller's income, revenue, receipts or employees). If a Party is required to remit or pay Taxes that are the other Party's responsibility hereunder, such Party shall promptly pay the Taxes due and then seek and receive reimbursement from the other for such Taxes. In the event any sale of Product hereunder is exempt from or not subject to any particular Tax, Buyer shall provide Seller with all necessary documentation to evidence such exemption or exclusion within thirty (30) days after the date Buyer makes such claim. Buyer shall indemnify, defend, and hold Seller harmless from any liability with respect to Taxes for which Buyer is responsible hereunder and from which Buyer claims it is exempt.

5.2 **Cooperation.** Each Party shall use reasonable efforts to implement the provisions of and administer this Agreement in accordance with the intent of the Parties to minimize all Taxes, so long as no Party is materially adversely affected by such efforts. The Parties shall cooperate to minimize Tax exposure; *provided*, neither Party shall be obligated to incur any financial or operational burden to reduce Taxes for which the other Party is responsible hereunder without receiving due compensation therefor from the other Party. All Product delivered by Seller to Buyer hereunder shall be a sale made at wholesale, with Buyer reselling such Product.

5.3 **Ownership.** Seller shall be the owner of the Facility for federal income tax purposes and, as such, Seller (or its Affiliates or Lenders) shall be entitled to all depreciation deductions associated with ownership of the Facility and to any and all Tax Credits or other tax benefits associated with ownership of the Facility, including any such tax credits or tax benefits under the Code and all Renewable Energy Incentives. The Parties intend this Agreement to be a "service contract" within the meaning of Section 7701(e)(3) of the Code. The Parties will not take the position on any tax return that this Agreement is anything other than a "service contract" within the meaning of Section 7701(e) of the Code or in any other filings suggesting that this Agreement is anything other than a purchase of the Product from the Seller.

ARTICLE 6 MAINTENANCE OF THE FACILITY

6.1 **Maintenance of the Facility.** Seller shall, as between Seller and Buyer, be solely responsible for the operation and maintenance of the Facility and the delivery of the Product and shall comply with Law and Prudent Operating Practice relating to the operation and maintenance of the Facility and the generation and sale of Product.

6.2 **Maintenance of Health and Safety.** Seller shall take reasonable safety precautions with respect to the operation, maintenance, repair and replacement of the Facility. If Seller becomes aware of any circumstances relating to the Facility that create an imminent risk of damage or injury to any Person or any Person's property, Seller shall take prompt, reasonable action to prevent such damage or injury and shall give Buyer's emergency contact identified in Exhibit N Notice of such condition. Such action may include disconnecting and removing all or a portion of the Facility, or suspending the supply of Facility Energy to the Delivery Point.

6.3 **Shared Facilities.** The Parties acknowledge and agree that certain of the Shared Facilities and Interconnection Facilities, and Seller's rights and obligations under the Interconnection Agreement, may be subject to certain shared facilities and/or co-tenancy agreements to be entered into among Seller, the Transmission Provider, Seller's Affiliates, and/or third parties pursuant to which certain Interconnection Facilities may be subject to joint ownership and shared maintenance and operation arrangements; *provided*, such agreements shall (i) permit Seller to perform or satisfy, and shall not purport to limit, its obligations hereunder, including maintaining Shared Facility capacity equal to the Interconnection Capacity Limit for Buyer's sole use, (ii) provide for separate metering of the Facility, (iii) provide that any other generating or energy storage facilities not included in the Facility but using Shared Facilities shall not be included within the Facility's CAISO Resource IDs, and (iv) provide that any reduction in Shared Facility capacity (excluding, for avoidance of doubt, any reduction attributable to a Curtailment Order) shall be allocated to all generating or storage facilities utilizing the Shared Facilities based on their pro rata allocation of the Shared Facility capacity prior to such curtailment or reduction.

ARTICLE 7 METERING

7.1 **Metering.**

(a) Subject to Section 7.1(b) (with respect to the entirety of the following Section 7.1(a)), unless the Parties agree otherwise pursuant to Section 3.13, the Facility shall have a separate CAISO Resource ID for each of the Generating Facility and the Storage Facility. Seller shall measure the amount of PV Energy using the Generating Facility Meter. Seller shall measure the Charging Energy and the Discharging Energy using the Storage Facility Meter. Seller shall separately meter all Station Use (other than Station Use associated with transformers and power converters which are supplied from the AC terminals, for which Seller shall provide Buyer with good faith estimates as to the quantities of such Station Use consumed by the Facility upon Buyer's reasonable request). All meters shall be operated pursuant to applicable CAISO-approved calculation methodologies and maintained at Seller's cost. Subject to meeting any applicable CAISO requirements, the Storage Facility Meter and Generating Facility Meter shall be programmed to adjust for all Electrical Losses from such meters to the Delivery Point in a manner subject to Buyer's prior written approval, not to be unreasonably withheld. Metering shall be consistent with the Metering Diagram set forth as Exhibit R. Each Storage Facility Meter and Generating Facility Meter shall be kept under seal, such seals to be broken only when the meters are to be tested, adjusted, modified or relocated. In the event Seller breaks a seal, Seller shall notify Buyer as soon as practicable. In addition, Seller hereby agrees to provide all meter data to Buyer in a form reasonably acceptable to Buyer, and consents to Buyer obtaining from CAISO the CAISO meter data directly relating to the Facility and all inspection, testing and calibration data

and reports. Seller and Buyer, or Buyer's Scheduling Coordinator, shall cooperate to allow both Parties to retrieve the meter reads from the CAISO Market Results Interface-Settlements (MRI-S) web and/or directly from the CAISO meter(s) at the Facility.

(b) Section 7.1(a) is based on the Parties' mutual understanding as of the Effective Date that (i) the CAISO requires the configuration of the Facility to include, as the sole meters for the Facility, the Generating Facility Meter and the Storage Facility Meter, (ii) the CAISO requires the Generating Facility Meter and the Storage Facility Meter to be programmed for Electrical Losses as set forth in the definition of Electrical Losses in this Agreement, and (iii) the automatic adjustments to Charging Notices and Discharging Notices as set forth in the definitions of Charging Notice and Discharging Notice in this Agreement will not result in Seller violating, or incurring any costs, penalties or charges under the CAISO Tariff. If any of the foregoing mutual understandings in (i), (ii), or (iii) between the Parties become incorrect during the Delivery Term, the Parties shall cooperate in good faith to make any amendments and modifications to the Facility and this Agreement as are reasonably necessary to conform this Agreement to the CAISO Tariff and avoid, to the maximum extent practicable, any CAISO charges, costs or penalties that may be imposed on either Party due to non-conformance with the CAISO Tariff, such agreement not to be unreasonably delayed, conditioned or withheld.

7.2 **Meter Verification**. Annually, if Seller has reason to believe there may be a meter malfunction, or upon Buyer's reasonable request, Seller shall test the meter. The tests shall be conducted by independent third parties qualified to conduct such tests. Buyer shall be notified seven (7) days in advance of such tests and have a right to be present during such tests. If a meter is inaccurate it shall be promptly repaired or replaced. If a meter is inaccurate by more than one percent (1%) and it is not known when the meter inaccuracy commenced (if such evidence exists, then such date will be used to adjust prior invoices), then the invoices covering the period of time since the last meter test shall be adjusted for the amount of the inaccuracy on the assumption that the inaccuracy persisted during one-half of such period so long as such adjustments are accepted by CAISO and WREGIS; *provided*, such period may not exceed twelve (12) months.

ARTICLE 8 INVOICING AND PAYMENT; CREDIT

8.1 **Invoicing**. Seller shall use commercially reasonable efforts to deliver an invoice to Buyer for Product no later than the tenth (10th) day of each month for the previous calendar month. Each invoice shall (a) reflect records of metered data, including (i) CAISO metering and transaction data sufficient to document and verify the amount of Product delivered by the Facility for any Settlement Period during the preceding month, including the amount of PV Energy, Charging Energy, Discharging Energy, Replacement RA, and Replacement Product delivered to Buyer (if any), the calculation of Deemed Delivered Energy and Adjusted Energy Production, the LMP prices at the Delivery Point for each Settlement Period, and the Contract Price applicable to such Product in accordance with Exhibit C, and (ii) data showing a calculation of the Monthly Capacity Payment and other relevant data for the prior month; and (b) be in a format reasonably specified by Buyer, covering the Product provided in the preceding month determined in accordance with the applicable provisions of this Agreement. Buyer shall, and shall cause its Scheduling Coordinator to, provide Seller with all reasonable access (including, in real time, to the maximum extent reasonably possible) to any records, including invoices or settlement data

from the CAISO, forecast data and other information, all as may be necessary from time to time for Seller to prepare and verify the accuracy of all invoices.

8.2 **Payment.** Buyer shall make payment to Seller for Product (and any other amounts due) by wire transfer or ACH payment to the bank account provided on each monthly invoice. Buyer shall pay undisputed invoice amounts by the later of (a) ten (10) Business Days after Buyer's receipt of the invoice from Seller, and (b) the thirtieth (30th) day of the month after the operational month for which such invoice was rendered; *provided*, if such due date falls on a weekend or legal holiday, such due date shall be the next Business Day. Payments made after the due date will be considered late and will bear interest on the unpaid balance. If the amount due is not paid on or before the due date or if any other payment that is due and owing from one Party to another is not paid on or before its applicable due date, a late payment charge shall be applied to the unpaid balance and shall be added to the next billing statement. Such late payment charge shall be calculated based on an annual Interest Rate equal to the prime rate published on the date of the invoice in The Wall Street Journal (or, if The Wall Street Journal is not published on that day, the next succeeding date of publication), plus two percent (2%) (the "**Interest Rate**"). If the due date occurs on a day that is not a Business Day, the late payment charge shall begin to accrue on the next succeeding Business Day.

8.3 **Books and Records.** To facilitate payment and verification, each Party shall maintain all books and records necessary for billing and payments, including copies of all invoices under this Agreement, for a period of at least two (2) years or as otherwise required by Law. Upon fifteen (15) days' Notice to the other Party, either Party shall be granted reasonable access to the accounting books and records within the possession or control of the other Party pertaining to all invoices generated pursuant to this Agreement.

8.4 **Payment Adjustments; Billing Errors.** Payment adjustments shall be made if Buyer or Seller discovers there have been good faith inaccuracies in invoicing that are not otherwise disputed under Section 8.5 or an adjustment to an amount previously invoiced or paid is required due to a correction of data by the CAISO, or there is determined to have been a meter inaccuracy sufficient to require a payment adjustment. If the required adjustment is in favor of Buyer, Buyer's next monthly payment shall be credited in an amount equal to the adjustment. If the required adjustment is in favor of Seller, Seller shall add the adjustment amount to Buyer's next monthly invoice. Adjustments in favor of either Buyer or Seller shall bear interest, until settled in full, in accordance with Section 8.2, accruing from the date on which the adjusted amount should have been due.

8.5 **Billing Disputes.** A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered under this Agreement or adjust any invoice for any arithmetic or computational error within twelve (12) months of the date the invoice, or adjustment to an invoice, was rendered. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within five (5) Business Days of such resolution along with interest accrued at the Interest Rate from and including the original due date to but excluding the date paid. Inadvertent

overpayments shall be returned via adjustments in accordance with Section 8.4. Any dispute with respect to an invoice is waived if the other Party is not notified in accordance with this Section 8.5 within twelve (12) months after the invoice is rendered or subsequently adjusted, except to the extent any misinformation was from a third party not affiliated with any Party and such third party corrects its information after the twelve-month period. If an invoice is not rendered within twelve (12) months after the close of the month during which performance occurred, the right to payment for such performance is waived.

8.6 **Netting of Payments.** The Parties hereby agree that they shall discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts owed by each Party to the other Party for the purchase and sale of Product during the monthly billing period under this Agreement or otherwise arising out of this Agreement, including any related damages calculated pursuant to Exhibits B, G, and P, interest, and payments or credits, shall be netted so that only the excess amount remaining due shall be paid by the Party who owes it.

8.7 **Seller's Development Security.** To secure its obligations under this Agreement, Seller shall deliver the Development Security to Buyer within thirty (30) days after the Effective Date. Seller shall maintain the Development Security in full force and effect; *provided*, Seller shall have no obligation to replenish the Development Security in the event Buyer collects or draws down any portion of the Development Security for any reason permitted under this Agreement. Upon the earlier of (a) Seller's delivery of the Performance Security, or (b) sixty (60) days after termination of this Agreement, Buyer shall return the Development Security to Seller, less the amounts drawn in accordance with this Agreement. If requested by Seller, Buyer shall from time to time reasonably cooperate with Seller to enable Seller to exchange one permitted form of Development Security for another permitted form; *provided, however*, that a Guaranty may not be provided as Development Security.

8.8 **Seller's Performance Security.** To secure its obligations under this Agreement, Seller shall deliver Performance Security to Buyer on or before the Commercial Operation Date. If the Performance Security is not in the form of cash or Letter of Credit, it shall be substantially in the form set forth in Exhibit S. Seller shall maintain the Performance Security in full force and effect, and Seller shall within ten (10) Business Days after any draw thereon replenish the Performance Security in the event Buyer collects or draws down any portion of the Performance Security for any reason permitted under this Agreement other than to satisfy a Termination Payment, until the following have occurred: (a) the Delivery Term has expired or terminated early; and (b) the later of (i) all payment obligations of Seller due and payable under this Agreement, including compensation for penalties, Termination Payment, indemnification payments or other damages are paid in full (whether directly or indirectly such as through set-off or netting), or (ii) one hundred eighty (180) days after such Delivery Term expiration or termination; *provided*, if Buyer does not provide written notice to Seller of any such payment obligations within one hundred eighty (180) days after such Delivery Term expiration or termination, clause (ii) above shall govern the termination of Seller's Performance Security obligation. Following the occurrence of both (a) and (b) above, Buyer shall promptly return to Seller the unused portion of the Performance Security. If requested by Seller, Buyer shall from time to time reasonably cooperate with Seller to enable Seller to exchange one permitted form of Performance Security for another permitted form; *provided, however*, that a Guaranty shall be considered on a case-by-case basis

only for Performance Security, not Development Security, and Buyer's acceptance of a Guaranty shall be subject, in Buyer's sole discretion, to Guarantor meeting Buyer's credit requirements.

8.9 **First Priority Security Interest in Cash or Cash Equivalent Collateral.** To secure its obligations under this Agreement, and until released as provided herein, Seller hereby grants to Buyer a present and continuing first-priority security interest ("**Security Interest**") in, and lien on (and right to net against), and assignment of the Development Security, Performance Security, any other cash collateral and cash equivalent collateral posted pursuant to Sections 8.7 and 8.8 and any and all interest thereon or proceeds resulting therefrom or from the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of Buyer, and Seller agrees to take all action as Buyer reasonably requires in order to perfect Buyer's Security Interest in, and lien on (and right to net against), such collateral and any and all proceeds resulting therefrom or from the liquidation thereof.

Upon or any time after the occurrence of an Event of Default caused by Seller, an Early Termination Date resulting from an Event of Default caused by Seller, or an occasion provided for in this Agreement where Buyer is authorized to retain all or a portion of the Development Security or Performance Security, Buyer may do any one or more of the following (in each case subject to the final sentence of this Section 8.9):

(a) Exercise any of its rights and remedies with respect to the Development Security and Performance Security, including any such rights and remedies under Law then in effect;

(b) Draw on any outstanding Letter of Credit issued for its benefit and retain any cash held by Buyer as Development Security or Performance Security; and

(c) Liquidate all Development Security or Performance Security (as applicable) then held by or for the benefit of Buyer free from any claim or right of any nature whatsoever of Seller, including any equity or right of purchase or redemption by Seller.

Buyer shall apply the proceeds of the collateral realized upon the exercise of any such rights or remedies to reduce Seller's obligations under this Agreement (Seller remains liable for any amounts owing to Buyer after such application), subject to Buyer's obligation to return any surplus proceeds remaining after such obligations are satisfied in full.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**ARTICLE 9
NOTICES**

9.1 **Addresses for the Delivery of Notices.** Any Notice required, permitted, or contemplated hereunder shall be in writing, shall be addressed to the Party to be notified at the address set forth in Exhibit N or at such other address or addresses as a Party may designate for itself from time to time by Notice hereunder.

9.2 **Acceptable Means of Delivering Notice.** Each Notice required, permitted, or contemplated hereunder shall be deemed to have been validly served, given or delivered as follows: (a) if sent by United States mail with proper first class postage prepaid, three (3) Business Days following the date of the postmark on the envelope in which such Notice was deposited in the United States mail; (b) if sent by a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement with such carrier made for the payment of such fees, the next Business Day after the same is delivered by the sending Party to such carrier; (c) if sent by electronic communication (including electronic mail or other electronic means) at the time indicated by the time stamp upon delivery and, if after 5 pm, on the next Business Day; or (d) if delivered in person, upon receipt by the receiving Party. Notwithstanding the foregoing, Notices of outages or other scheduling or dispatch information or requests, may be sent by electronic communication and shall be considered delivered upon successful completion of such transmission.

ARTICLE 10
FORCE MAJEURE

10.1 **Definition.**

(a) “**Force Majeure Event**” means any act or event that delays or prevents a Party from timely performing all or a portion of its obligations under this Agreement or from complying with all or a portion of the conditions under this Agreement if such act or event, despite the exercise of commercially reasonable efforts, cannot be avoided by and is beyond the reasonable control (whether direct or indirect) of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance, or noncompliance.

(b) Without limiting the generality of the foregoing, so long as the following events, despite the exercise of reasonable efforts, cannot be avoided by, and are beyond the reasonable control (whether direct or indirect) of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance or noncompliance, a Force Majeure Event may include an act of God or the elements, such as flooding, lightning, hurricanes, tornadoes, or ice storms; explosion; fire; volcanic eruption; flood; epidemic, including COVID-19; landslide; mudslide; sabotage; terrorism; earthquake; or other cataclysmic events; an act of public enemy; war; blockade; civil insurrection; riot; civil disturbance; or strikes or other labor difficulties caused or suffered by a Party or any third party except as set forth below.

(c) Notwithstanding the foregoing, the term “**Force Majeure Event**” does not include (i) economic conditions or changes in Law that render a Party’s performance of this Agreement at the Contract Price unprofitable or otherwise uneconomic (including an increase in component or compliance costs for any reason, including foreign or domestic tariffs, Buyer’s ability to buy Product at a lower price, or Seller’s ability to sell the Product, or any component thereof, at a higher price, than under this Agreement); (ii) Seller’s inability to obtain permits or approvals of any type for the construction, operation, or maintenance of the Facility, except to the extent such inability is caused by a Force Majeure Event; (iii) the inability of a Party to make payments when due under this Agreement, unless the cause of such inability is an event that would otherwise constitute a Force Majeure Event as described above; (iv) a Curtailment Order except to the extent such event is caused by a Force Majeure Event; (v) Seller’s inability to obtain sufficient labor, equipment, materials, or other resources to build or operate the Facility, including the lack of wind, sun or other fuel source of an inherently intermittent nature, except to the extent such inability is caused by a Force Majeure Event; (vi) a strike, work stoppage or labor dispute limited only to any one or more of Seller, Seller’s Affiliates, Seller’s contractors, their subcontractors thereof or any other third party employed by Seller to work on the Facility; (vii) any equipment failure except if such equipment failure is caused by a Force Majeure Event; or (viii) any action or inaction by any third party, including Transmission Provider, that delays or prevents the approval, construction or placement in service of any Interconnection Facilities or Network Upgrades, except to the extent caused by a Force Majeure Event.

10.2 **No Liability If a Force Majeure Event Occurs.** Except as provided in Section 4 of Exhibit B, neither Seller nor Buyer shall be liable to the other Party in the event it is prevented from performing its obligations hereunder in whole or in part due to a Force Majeure Event. The Party rendered unable to fulfill any obligation by reason of a Force Majeure Event shall take

reasonable actions necessary to remove such inability with due speed and diligence. Nothing herein shall be construed as permitting that Party to continue to fail to perform after said cause has been removed. The obligation to use due speed and diligence shall not be interpreted to require resolution of labor disputes by acceding to demands of the opposition when such course is inadvisable in the discretion of the Party having such difficulty. Neither Party shall be considered in breach or default of this Agreement if and to the extent that any failure or delay in the Party's performance of one or more of its obligations hereunder is caused by a Force Majeure Event. The occurrence and continuation of a Force Majeure Event shall not suspend or excuse the obligation of a Party to make any payments due hereunder.

10.3 **Notice.** In the event of any delay or nonperformance resulting from a Force Majeure Event, the Party suffering the Force Majeure Event shall (a) as soon as practicable, notify the other Party in writing of the nature, cause, estimated date of commencement thereof, and the anticipated extent of any delay or interruption in performance, and (b) notify the other Party in writing of the cessation or termination of such Force Majeure Event, all as known or estimated in good faith by the affected Party; *provided*, a Party's failure to give timely Notice shall not affect such Party's ability to assert that a Force Majeure Event has occurred unless the delay in giving Notice materially prejudices the other Party. The Parties acknowledge and agree that the extent and impact of COVID-19 on the Parties' performance hereunder may not be immediately or readily ascertainable, but that each Party shall promptly notify the other in accordance with this Section 10.3 and Section 10.1 once any impacts of COVID-19 that constitute a Force Majeure Event result in any delay or nonperformance hereunder.

10.4 **Termination Following Force Majeure Event or Development Cure Period.**

(a) If the cumulative extensions granted under the Development Cure Period exceed one hundred eighty (180) days, and Seller has demonstrated to Buyer's reasonable satisfaction that such delays did not result from Seller's actions or failure to take commercially reasonable actions, then Seller may terminate this Agreement upon Notice to Buyer. Upon such termination, neither Party shall have any liability to the other Party, save and except for those obligations specified in Section 2.1(b), and Buyer shall promptly return to Seller any Development Security then held by Buyer, less any amounts drawn in accordance with this Agreement.

(b) If a Force Majeure Event has occurred after the Commercial Operation Date that has caused either Party to be wholly or partially unable to perform its obligations hereunder in any material respect, and the impacted Party has claimed and received relief from performance of its obligations for a consecutive twelve (12) month period, then the non-claiming Party may terminate this Agreement upon Notice to the other Party; *provided*, Seller shall be entitled to six (6) additional months to remedy the Force Majeure Event if Seller has been unable to remedy the Force Majeure Event within the original twelve (12)-month period despite exercising diligent efforts and Seller provides Notice to Buyer at least sixty (60) days prior to the expiration of the original twelve (12) month period that contains (i) a detailed plan reasonably acceptable to an independent, professional engineer selected by Buyer, licensed in the State of California, that explains how Seller will restore the Facility, and (ii) a certificate from a Licensed Professional Engineer attesting that the Facility could not reasonably be restored to operational status within the original twelve (12) month period but is reasonably likely to be restored to operational status within the additional six (6) month period by Seller's execution of the plan described in Section

10.4(b)(i). Upon any such termination, neither Party shall have any liability to the other Party, save and except for those obligations specified in Section 2.1(b), and Buyer shall promptly return to Seller any Performance Security then held by Buyer, less any amounts drawn in accordance with this Agreement.

ARTICLE 11 DEFAULTS; REMEDIES; TERMINATION

11.1 **Events of Default.** An “**Event of Default**” shall mean,

(a) with respect to a Party (the “**Defaulting Party**”) that is subject to the Event of Default the occurrence of any of the following:

(i) the failure by such Party to make, when due, any payment required pursuant to this Agreement and such failure is not remedied within ten (10) Business Days after Notice thereof;

(ii) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated, and such default is not remedied within thirty (30) days after Notice thereof (or such longer additional period, not to exceed an additional sixty (60) days, if the Defaulting Party is unable to remedy such default within such initial thirty (30)-day period despite exercising commercially reasonable efforts);

(iii) the failure by such Party to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default set forth in this Section 11.1; and except for (A) failure to provide Capacity Attributes, the exclusive remedies for which are set forth in Section 3.8, (B) failures related to the Adjusted Energy Production that do not trigger the provisions of Section 11.1(b)(iii), the exclusive remedies for which are set forth in Section 4.7; and (C) failures related to the Annual Storage Capacity Availability that do not trigger the provisions of Section 11.1(b)(iv), the exclusive remedies for which are set forth in Section 4.8) and such failure is not remedied within thirty (30) days after Notice thereof (or such longer additional period, not to exceed an additional ninety (90) days, if the Defaulting Party is unable to remedy such default within such initial thirty (30)-day period despite exercising commercially reasonable efforts);

(iv) such Party becomes Bankrupt;

(v) such Party assigns this Agreement or any of its rights hereunder other than in compliance with Article 14, if applicable; or

(vi) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of Law or pursuant to an agreement reasonably satisfactory to the other Party;

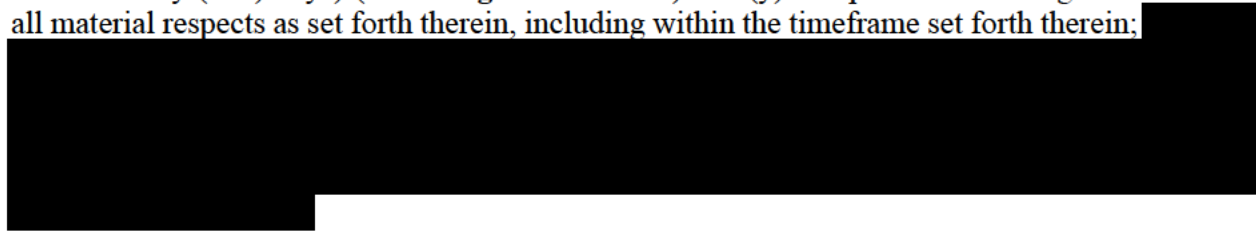
(b) with respect to Seller as the Defaulting Party, the occurrence of any of the following:

(i) if at any time, Seller delivers or attempts to deliver Energy to the Delivery Point for sale under this Agreement that was not generated or discharged by the Facility, except for Replacement Product;

(ii) the failure by Seller to (A) achieve Construction Start on or before the Guaranteed Construction Start Date, as such date may be extended by Seller's payment of Daily Delay Damages pursuant to Section 1(b) of Exhibit B and/or a Development Cure Period pursuant to Section 4 of Exhibit B, or (B) achieve Commercial Operation on or before the Guaranteed Commercial Operation Date, as such date may be extended by Seller's payment of Commercial Operation Delay Damages pursuant to Section 2 of Exhibit B and/or a Development Cure Period pursuant to Section 4 of Exhibit B;

(iii) if, in any consecutive six (6) month period, the Adjusted Energy Production amount (calculated in accordance with Exhibit G) for such period is not at least ten percent (10%) of the 6-month pro rata amount of Expected Energy for such period adjusted for seasonality proportionately to the monthly forecast provided annually by Seller under Section 4.3(a), and Seller fails to (x) deliver to Buyer within ten (10) Business Days after Notice from Buyer a plan or report developed by Seller that describes the cause of the failure to meet the ten percent (10%) threshold and the actions that Seller has taken, is taking, or proposes to take in an effort to cure such condition along with the written confirmation of a Licensed Professional Engineer that such plan or report is in accordance with Prudent Operating Practices and capable of cure within a reasonable period of time, not to exceed one hundred eighty (180) days ("**Cure Plan**") and (y) complete such Cure Plan in all material respects as set forth therein, including within the timeframe set forth therein;

(iv) if, in any Contract Year, the Annual Storage Capacity Availability multiplied by the Effective Storage Capacity for the applicable period is not at least seventy percent (70%) multiplied by the Installed Storage Capacity, and Seller fails to (x) deliver to Buyer within ten (10) Business Days after Notice from Buyer a plan or report developed by Seller that describes the cause of the failure to meet such seventy percent (70%) multiplied by the Installed Storage Capacity threshold, and the actions that Seller has taken, is taking, or proposes to take in an effort to cure such condition along with the written confirmation of a Licensed Professional Engineer that such plan or report is in accordance with Prudent Operating Practices and capable of cure within a reasonable period of time, not to exceed one hundred eighty (180) days (other than to the extent additional time is needed to mobilize construction at the Site, receive any necessary permits to implement such Storage Cure Plan, or remedy any serial defects of the Storage Facility, in which case, such one hundred eighty (180) day cure period may be extended to a maximum of three hundred sixty (360) days) (a "**Storage Cure Plan**") and (y) complete such Storage Cure Plan in all material respects as set forth therein, including within the timeframe set forth therein;



(v) failure by Seller to satisfy the collateral requirements pursuant to Sections 8.7 or 8.8 within five (5) Business Days after Notice from Buyer, including the failure

to replenish the Performance Security amount in accordance with this Agreement in the event Buyer draws against it for any reason other than to satisfy a Termination Payment;

(vi) with respect to any Guaranty provided for the benefit of Buyer, the failure by Seller to provide for the benefit of Buyer either (1) cash, or (2) to the extent approved by Buyer in its sole discretion, a replacement Guaranty from a different Guarantor meeting the criteria set forth in the definition of Guarantor, or (3) a replacement Letter of Credit from an issuer meeting the criteria set forth in the definition of Letter of Credit, in each case, in the amount required hereunder within ten (10) Business Days after Seller receives Notice of the occurrence of any of the following events:

(A) if any representation or warranty made by the Guarantor in connection with this Agreement is false or misleading in any material respect when made or when deemed made or repeated, and such default is not remedied within thirty (30) days after Notice thereof;

(B) the failure of the Guarantor to make any payment required or to perform any other material covenant or obligation in any Guaranty;

(C) the Guarantor becomes Bankrupt;

(D) the Guarantor shall fail to meet the criteria for an acceptable Guarantor as set forth in the definition of Guarantor;

(E) the failure of the Guaranty to be in full force and effect (other than in accordance with its terms) prior to the indefeasible satisfaction of all obligations of Seller hereunder; or

(F) the Guarantor shall repudiate, disaffirm, disclaim, or reject, in whole or in part, or challenge the validity of any Guaranty; or

(vii) with respect to any outstanding Letter of Credit provided for the benefit of Buyer that is not then required under this Agreement to be canceled or returned, the failure by Seller to provide for the benefit of Buyer either (1) cash, or (2) a Letter of Credit from a different issuer meeting the criteria set forth in the definition of Letter of Credit, or (3) to the extent approved by Buyer in its sole discretion, a replacement Guaranty from a Guarantor meeting the criteria set forth in the definition of Guarantor, in each case, in the amount required hereunder within ten (10) Business Days after Seller receives Notice of the occurrence of any of the following events:

(A) the issuer of the outstanding Letter of Credit shall fail to maintain a Credit Rating of at least A- by S&P or A3 by Moody's;

(B) the issuer of such Letter of Credit becomes Bankrupt;

(C) the issuer of the outstanding Letter of Credit shall fail to comply with or perform its obligations under such Letter of Credit and such failure shall be continuing after the lapse of any applicable grace period permitted under such Letter of Credit;

(D) the issuer of the outstanding Letter of Credit shall fail to honor a properly documented request to draw on such Letter of Credit;

(E) the issuer of the outstanding Letter of Credit shall disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of, such Letter of Credit;

(F) such Letter of Credit fails or ceases to be in full force and effect at any time; or

(G) Seller shall fail to renew or cause the renewal of each outstanding Letter of Credit on a timely basis as provided in the relevant Letter of Credit and as provided in accordance with this Agreement, and in no event less than sixty (60) days prior to the expiration of the outstanding Letter of Credit.

11.2 **Remedies; Declaration of Early Termination Date.** If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the other Party ("**Non-Defaulting Party**") shall have the following rights:

(a) to send Notice, designating a day, no earlier than the day such Notice is deemed to be received and no later than twenty (20) days after such Notice is deemed to be received, as an early termination date of this Agreement ("**Early Termination Date**") that terminates this Agreement (the "**Terminated Transaction**") and ends the Delivery Term effective as of the Early Termination Date;

(b) to accelerate all amounts owing between the Parties, and to collect as liquidated damages (i) the Damage Payment, or (ii) the Termination Payment calculated in accordance with Section 11.3 below;

(c) to withhold any payments due to the Defaulting Party under this Agreement;

(d) to suspend performance; and

(e) to exercise any other right or remedy available at law or in equity, including specific performance or injunctive relief, except to the extent such remedies are expressly limited under this Agreement; *provided*, payment by the Defaulting Party of the Damage Payment or Termination Payment, as applicable, shall constitute liquidated damages and the Non-Defaulting Party's sole and exclusive remedy for any Terminated Transaction and the Event of Default related thereto.

11.3 **Damage Payment; Termination Payment.** If an Early Termination Date has been declared, the Non-Defaulting Party shall calculate, in a commercially reasonable manner, the Damage Payment or Termination Payment, as applicable, in accordance with this Section 11.3.

(a) **Damage Payment Prior to Commercial Operation Date.** If the Early Termination Date occurs before the Commercial Operation Date, then the Damage Payment shall be calculated in accordance with this Section 11.3(a).

(i) If Seller is the Defaulting Party, then the Damage Payment shall be owed to Buyer and shall be a dollar amount that equals the amount of the Development Security plus, if the Development Security is posted as cash, any interest accrued thereon. Buyer shall be entitled to immediately retain for its own benefit those funds held as Development Security and any interest accrued thereon if the Development Security is posted as cash, and any amount of Development Security that Seller has not yet posted with Buyer shall be immediately due and payable by Seller to Buyer. There will be no amounts owed to Seller. The Parties agree that Buyer's damages in the event of an Early Termination Date prior to the Commercial Operation Date caused by Seller's default would be difficult or impossible to determine and that the damages set forth in this Section 11.3(a)(i) are a reasonable approximation of Buyer's harm or loss.

(ii) If Buyer is the Defaulting Party, then a Damage Payment shall be owed to Seller and shall equal (A) the sum of (i) (Seller's Losses, which shall not include consequential, incidental, punitive, exemplary, indirect, or business interruption damages, less all actual, documented and verifiable costs and expenses (including out-of-pocket administrative expenses and cost of equity funding (but excluding overhead)) incurred or paid by Seller or its Affiliates, from the Effective Date through the Early Termination Date, allocable to the Facility (including in connection with acquisition, development, financing and construction thereof, but excluding any costs and expenses associated with the solar photovoltaic and energy storage facilities adjacent to the Site which Seller or its Affiliates are developing and constructing in connection with the Facility)) plus (ii) without duplication of any costs or expenses covered by preceding clause (i), all actual, documented and verifiable costs and expenses (including out-of-pocket administrative expenses and cost of equity funding (but excluding overhead)) which have been actually incurred, or become payable, by Seller or its Affiliates between the Early Termination Date and the date that Notice of the Damage Payment is provided by Seller to Buyer pursuant to Section 11.4, directly in connection with the Facility and arising out of the termination of this Agreement, including all Facility-related debt and other financing repayment obligations (and including all pre-payment penalties, accelerated payments, make-whole payments and breakage costs), and all other termination payments and other similar or related payments, costs or expenses in connection with the Facility, including in connection with financing, construction and equipment supply contracts, land rights contracts, and other Facility contracts and matters, in each case pursuant to and provided for in agreements that are in effect as of the Early Termination Date or entered into thereafter in order to mitigate or minimize the aggregate costs and expenses hereunder, less (B) the fair market value (determined in a commercially reasonable manner by a third-party independent evaluator mutually agreed by the Parties (or absent such agreement, by a third-party independent evaluator mutually agreed by two independent evaluators, one selected by each of the Parties), but at Buyer's sole cost), net of all Facility-related liabilities and obligations (without duplication of any of the liabilities and obligations set forth in Section 11.3(a)(ii)(A)), of (a) all Seller's Facility-related assets (which exclude, for clarity, any assets associated with the solar photovoltaic and energy storage facilities adjacent to the Site which Seller or its Affiliates are developing and constructing in connection with the Facility) if sold individually, or (b) the Facility, whichever is greater, regardless of whether or not any Seller asset or the Facility is actually sold or disposed of. Fair market value will be based on the value of Seller's Facility-related assets or the Facility as existing on the Early Termination Date and not on the value thereof at a later stage of development or construction of the Facility or at completion of the Facility. There will be no amount owed to Buyer. The Parties agree that Seller's damages in the event of an Early Termination Date prior to the Commercial Operation Date caused by Buyer's default would be

difficult or impossible to determine and that the damages set forth in this Section 11.3(a)(ii) are a reasonable approximation of Seller's harm or loss.

(b) Termination Payment On or After the Commercial Operation Date. The payment owed by the Defaulting Party to the Non-Defaulting Party for a Terminated Transaction occurring after the Commercial Operation Date ("**Termination Payment**") shall be the aggregate of all Settlement Amounts plus all other amounts due to or from the Non-Defaulting Party (as of the Early Termination Date) netted into a single amount. The Non-Defaulting Party shall calculate, in a commercially reasonable manner, a Settlement Amount for the Terminated Transaction as of the Early Termination Date. Third parties supplying information for purposes of the calculation of Gains or Losses may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors and other sources of market information. The Settlement Amount shall not include consequential, incidental, punitive, exemplary, indirect or business interruption damages. Without prejudice to the Non-Defaulting Party's duty to mitigate, the Non-Defaulting Party shall not have to enter into replacement transactions to establish a Settlement Amount. Each Party agrees and acknowledges that (i) the actual damages that the Non-Defaulting Party would incur in connection with a Terminated Transaction would be difficult or impossible to predict with certainty, (ii) the Termination Payment described in this Section 11.3(b) is a reasonable and appropriate approximation of such damages, and (iii) the Termination Payment described in this Section 11.3(b) is the exclusive remedy of the Non-Defaulting Party in connection with a Terminated Transaction but shall not otherwise act to limit any of the Non-Defaulting Party's rights or remedies if the Non-Defaulting Party does not elect a Terminated Transaction as its remedy for an Event of Default by the Defaulting Party

11.4 Notice of Payment of Termination Payment or Damage Payment. As soon as practicable after a Terminated Transaction, but in no event later than sixty (60) days after the Early Termination Date, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Damage Payment or Termination Payment, as applicable, and whether the Termination Payment or Damage Payment, as applicable, is due to or from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of such amount and the sources for such calculation. The Termination Payment or Damage Payment, as applicable, shall be made to or from the Non-Defaulting Party, as applicable, within ten (10) Business Days after such Notice is effective.

11.5 Disputes With Respect to Termination Payment or Damage Payment. If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment or Damage Payment, as applicable, in whole or in part, the Defaulting Party shall, within five (5) Business Days of receipt of the Non-Defaulting Party's calculation of the Termination Payment or Damage Payment, as applicable, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute. Disputes regarding the Termination Payment or Damage Payment, as applicable, shall be determined in accordance with Article 15.

11.6 Limitation on Seller's Ability to Make or Agree to Third-Party Sales from the Facility after Early Termination Date. If the Agreement is terminated by Buyer prior to the Commercial Operation Date due to Seller's Event of Default, neither Seller nor Seller's Affiliates may sell, market or deliver any Product associated with or attributable to the Facility to a party other than Buyer for a period of two (2) years following the Early Termination Date due to Seller's

Event of Default, unless prior to selling, marketing or delivering such Product, or entering into the agreement to sell, market or deliver such Product to a party other than Buyer, Seller or Seller's Affiliates provide Buyer with a written offer to sell the Product which provides Buyer the right to select in its sole discretion either the terms and conditions materially similar to the terms and conditions contained in this Agreement (including price) or the terms and conditions to which the third party agreed, and Buyer fails to accept such offer within forty-five (45) days of Buyer's receipt thereof. Neither Seller nor Seller's Affiliates may sell or transfer the Facility, or any part thereof, or land rights or interests in the Site (including the interconnection queue position of the Facility) so long as the limitations contained in this Section 11.6 apply, unless the transferee agrees to be bound by the terms set forth in this Section 11.6 pursuant to a written agreement approved by Buyer. Seller shall indemnify and hold Buyer harmless from all benefits lost and other damages sustained by Buyer as a result of any breach by Seller of its covenants contained within this Section 11.6.

11.7 **Rights And Remedies Are Cumulative.** Except where liquidated damages or other remedy are explicitly provided as the exclusive remedy, the rights and remedies of a Party pursuant to this Article 11 shall be cumulative and in addition to the rights of the Parties otherwise provided in this Agreement.

11.8 **Mitigation.** Any Non-Defaulting Party shall be obligated to use commercially reasonable efforts to mitigate its Costs, Losses and damages resulting from any Event of Default of the other Party under this Agreement.



ARTICLE 12 LIMITATION OF LIABILITY AND EXCLUSION OF WARRANTIES.

12.1 **No Consequential Damages.** EXCEPT TO THE EXTENT PART OF (A) AN EXPRESS REMEDY OR MEASURE OF DAMAGES HEREIN, (B) AN IP INDEMNITY CLAIM, (C) AN ARTICLE 16 INDEMNITY CLAIM, (D) INCLUDED IN A LIQUIDATED DAMAGES CALCULATION, OR (E) RESULTING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR LOSSES OR DAMAGES FOR LOST REVENUE OR LOST PROFITS, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT, BY STATUTE, IN TORT OR CONTRACT.

12.2 **Waiver and Exclusion of Other Damages.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE

ESSENTIAL PURPOSES HEREOF. ALL LIMITATIONS OF LIABILITY CONTAINED IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE PERTAINING TO SELLER'S LIMITATION OF LIABILITY AND THE PARTIES' WAIVER OF CONSEQUENTIAL DAMAGES, SHALL APPLY EVEN IF THE REMEDIES FOR BREACH OF WARRANTY PROVIDED IN THIS AGREEMENT ARE DEEMED TO "FAIL OF THEIR ESSENTIAL PURPOSE" OR ARE OTHERWISE HELD TO BE INVALID OR UNENFORCEABLE.

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS AND EXCLUSIVE REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED.

IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES ONLY. THE VALUE OF ANY TAX CREDITS, DETERMINED ON AN AFTER-TAX BASIS, LOST DUE TO BUYER'S DEFAULT (WHICH SELLER HAS NOT BEEN ABLE TO MITIGATE AFTER USE OF REASONABLE EFFORTS) AND AMOUNTS DUE IN CONNECTION WITH THE RECAPTURE OF ANY RENEWABLE ENERGY INCENTIVES, IF ANY, SHALL BE DEEMED TO BE DIRECT DAMAGES.

TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, INCLUDING UNDER SECTIONS 3.8, 4.7, 4.8, 11.2 AND 11.3, AND AS PROVIDED IN EXHIBIT B, EXHIBIT C, EXHIBIT G, AND EXHIBIT P, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT, AND THAT THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE ANTICIPATED HARM OR LOSS. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. THE PARTIES HEREBY WAIVE ANY RIGHT TO CONTEST SUCH PAYMENTS AS AN UNREASONABLE PENALTY.

THE PARTIES ACKNOWLEDGE AND AGREE THAT MONEY DAMAGES AND THE EXPRESS REMEDIES PROVIDED FOR HEREIN ARE AN ADEQUATE REMEDY FOR THE BREACH BY THE OTHER OF THE TERMS OF THIS AGREEMENT, AND EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO SPECIFIC PERFORMANCE WITH RESPECT TO ANY OBLIGATION OF THE OTHER PARTY UNDER THIS AGREEMENT.

ARTICLE 13 REPRESENTATIONS AND WARRANTIES; AUTHORITY

13.1 **Seller's Representations and Warranties.** As of the Effective Date, Seller represents and warrants as follows:

(a) Seller is a Delaware limited liability company, duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, and is qualified to conduct business in each jurisdiction where the failure to so qualify would have a material adverse effect on the business or financial condition of Seller.

(b) Seller has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement, except where such failure does not have a material adverse effect on Seller's performance under this Agreement. The execution, delivery and performance of this Agreement by Seller has been duly authorized by all necessary limited liability company action on the part of Seller and does not and will not require the consent of any trustee or holder of any indebtedness or other obligation of Seller or any other party to any other agreement with Seller.

(c) The execution and delivery of this Agreement, consummation of the transactions contemplated herein, and fulfillment of and compliance by Seller with the provisions of this Agreement will not conflict with or constitute a breach of or a default under any Law presently in effect having applicability to Seller, subject to any permits that have not yet been obtained by Seller, the documents of formation of Seller or any outstanding trust indenture, deed of trust, mortgage, loan agreement or other evidence of indebtedness or any other agreement or instrument to which Seller is a party or by which any of its property is bound.

(d) This Agreement has been duly executed and delivered by Seller. This Agreement is a legal, valid and binding obligation of Seller enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditors' rights or by the exercise of judicial discretion in accordance with general principles of equity.

(e) The Facility is located in the State of California.

(f) Neither Seller nor its Affiliates have received notice from or, to Seller's knowledge after due inquiry, been advised by any existing or potential supplier or service provider that COVID-19 has caused, or is reasonably likely to cause, a delay in the construction of the Project or the delivery of materials necessary to complete the Project, in each case that would cause the Commercial Operation Date to be later than the Guaranteed Commercial Operation Date.

13.2 **Buyer's Representations and Warranties.** As of the Effective Date, and in the case of Section 13.2(h) as of each date on which Buyer delivers financial statements to Seller pursuant to Section 8.10(a)(i)(B) (or, if Buyer's means of satisfying Section 8.10(a)(i) is through the public posting of financial statements, then as of the date Buyer publicly posts such financial statements), Buyer represents and warrants as follows:

(a) Buyer is a joint powers authority and a validly existing community choice aggregator, duly organized, validly existing and in good standing under the laws of the State of California and the rules, regulations and orders of the California Public Utilities Commission, and is qualified to conduct business in each jurisdiction of the Joint Powers Agreement members. All Persons making up the governing body of Buyer are the elected or appointed incumbents in their

positions and hold their positions in good standing in accordance with the Joint Powers Agreement and other Law.

(b) Buyer has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement, except where such failure does not have a material adverse effect on Buyer's performance under this Agreement. The execution, delivery and performance of this Agreement by Buyer has been duly authorized by all necessary action on the part of Buyer and does not and will not require the consent of any trustee or holder of any indebtedness or other obligation of Buyer or any other party to any other agreement with Buyer.

(c) The execution and delivery of this Agreement, consummation of the transactions contemplated herein, and fulfillment of and compliance by Buyer with the provisions of this Agreement will not conflict with or constitute a breach of or a default under any Law presently in effect having applicability to Buyer, including but not limited to community choice aggregation, the Joint Powers Act, competitive bidding, public notice, open meetings, election, referendum, or prior appropriation requirements, the documents of formation of Buyer or any outstanding trust indenture, deed of trust, mortgage, loan agreement or other evidence of indebtedness or any other agreement or instrument to which Buyer is a party or by which any of its property is bound.

(d) This Agreement has been duly executed and delivered by Buyer. This Agreement is a legal, valid and binding obligation of Buyer enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditors' rights or by the exercise of judicial discretion in accordance with general principles of equity.

(e) Buyer warrants and covenants that with respect to its contractual obligations under this Agreement, it will not claim immunity on the grounds of sovereignty or similar grounds with respect to itself or its revenues or assets from (1) suit, (2) jurisdiction of court, (3) relief by way of injunction, order for specific performance or recovery of property, (4) attachment of assets, or (5) execution or enforcement of any judgment.

(f) Buyer is a "local public entity" as defined in Section 900.4 of the Government Code of the State of California.

(g) Buyer cannot assert sovereign immunity as a defense to the enforcement of its obligations under this Agreement.



13.3 **General Covenants.** Each Party covenants that commencing on the Effective Date and continuing throughout the Contract Term:

(a) It shall continue to be duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and to be qualified to conduct business in each jurisdiction where the failure to so qualify would have a material adverse effect on its business or financial condition;

(b) It shall maintain (or obtain from time to time as required) all regulatory authorizations necessary for it to legally perform its obligations under this Agreement; and

(c) It shall perform its obligations under this Agreement in compliance with all terms and conditions in its governing documents and in material compliance with any Law.

13.4 **Workforce Development.** The Parties acknowledge that in connection with Buyer's renewable energy procurement efforts, including entering into this Agreement, Buyer is committed to creating community benefits, which includes engaging a skilled and trained workforce and targeted hires. Accordingly, prior to the Guaranteed Construction Start Date, Seller shall ensure that work performed in connection with construction of the Facility will be conducted using a project labor agreement, community workforce agreement, work site agreement, collective bargaining agreement, or similar agreement providing for terms and conditions of employment with applicable labor organizations, and shall remain compliant with such agreement in accordance with the terms thereof.

ARTICLE 14 ASSIGNMENT

14.1 **General Prohibition on Assignments.** Except as provided below in this Article 14, neither Party may voluntarily assign this Agreement or its rights or obligations under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Any Change of Control of Seller (whether voluntary or by operation of law) will be deemed an assignment and will require the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed; *provided*, a Change of Control of Seller shall not require Buyer's consent if the assignee or transferee is a Permitted Transferee. Any assignment made without the required written consent, or in violation of the conditions to assignment set out below, shall be null and void. Seller shall be responsible for Buyer's reasonable costs associated with the preparation, review, execution and delivery of documents in connection with any assignment of this Agreement by Seller, including without limitation reasonable attorneys' fees.

14.2 **Collateral Assignment.** Subject to the provisions of this Section 14.2, Seller has the right to assign this Agreement as collateral for any financing or refinancing of the Facility. In connection with any financing or refinancing of the Facility by Seller, Buyer shall in good faith work with Seller and Lender(s) to execute a consent to collateral assignment of this Agreement substantially in the form attached hereto as Exhibit T ("**Consent to Collateral Assignment**") and reasonably requested estoppel certificates.

14.3 **Permitted Assignment by Seller.** Seller may, without the prior written consent of Buyer, transfer or assign this Agreement to: (a) an Affiliate of Seller or (b) any Person succeeding

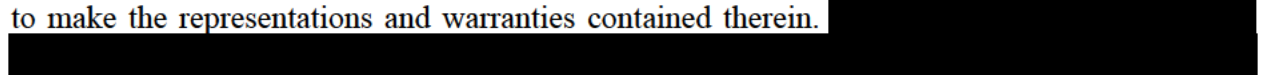
to all or substantially all of the assets of Seller (whether voluntary or by operation of law); if, and only if:

- (i) the assignee is a Permitted Transferee;
- (ii) Seller has given Buyer Notice at least fifteen (15) Business Days before the date of such proposed assignment; and
- (iii) Seller has provided Buyer a written agreement signed by the Person to which Seller wishes to assign its interests that (x) provides that such Person will assume all of Seller's obligations and liabilities under this Agreement upon such transfer or assignment and (y) certifies that such Person meets the definition of a Permitted Transferee.

Notwithstanding the foregoing, any assignment by Seller, its successors or assigns under this Section 14.3 shall be of no force and effect unless and until such Notice and agreement by the assignee have been received and accepted by Buyer.

14.4 **Shared Facilities; Portfolio Financing.** Buyer agrees and acknowledges that Seller may elect to finance all or any portion of the Facility or the Interconnection Facilities or the Shared Facilities (1) utilizing tax equity or cash equity investment, and/or (2) through a Portfolio Financing, which may include cross-collateralization or similar arrangements. In connection with any financing or refinancing of the Facility, the Interconnection Facilities or the Shared Facilities by Seller or any Portfolio Financing, Buyer, Seller, Portfolio Financing Entity (if any), and Lender shall execute and deliver such further consents, approvals and acknowledgments as may be reasonable and necessary to facilitate such transactions; *provided*, Buyer shall not be required to agree to any terms or conditions which are reasonably expected to have a material adverse effect on Buyer and all reasonable attorney's fees incurred by Buyer in connection therewith shall be borne by Seller.

14.5 **Buyer Financing Assignment.** Seller agrees that Buyer may assign a portion of its rights and obligations under this Agreement to a Person in connection with a municipal prepayment financing transaction ("**Buyer Assignee**") at any time upon not less than thirty (30) days' notice by delivering a Notice of such assignment, which notice must include a proposed assignment agreement substantially in the form attached hereto as Exhibit L ("**Assignment Agreement**"), *provided* that, at the time of such assignment, such Buyer Assignee has a Credit Rating equal to the higher of (a) Buyer's Credit Rating at the time of such assignment (if applicable), and (b) Baa3 from Moody's and BBB- from S&P. As reasonably requested by Buyer Assignee, Seller shall (i) provide Buyer Assignee with information and documentation with respect to Seller, including but not limited to account opening information, information related to forecasted generation, Credit Rating, and compliance with anti-money laundering rules, the Dodd-Frank Act, the Commodity Exchange Act, the Patriot Act and similar rules, regulations, requirements and corresponding policies; and (ii) promptly execute such Assignment Agreement and implement such assignment as contemplated thereby, subject only to the countersignature of Buyer Assignee and Buyer and the requirements of this Section 14.5 and Buyer and Seller's ability to make the representations and warranties contained therein.



**ARTICLE 15
DISPUTE RESOLUTION**

15.1 **Governing Law.** This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of Law. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement.

15.2 **Dispute Resolution.** In the event of any dispute arising under this Agreement, within ten (10) days following the receipt of a Notice from either Party identifying such dispute, the Parties shall meet, negotiate and attempt, in good faith, to resolve the dispute quickly, informally and inexpensively. If the Parties are unable to resolve a dispute arising hereunder within the earlier of either thirty (30) days of initiating such discussions, or within forty (40) days after Notice of the dispute, either Party may seek any and all remedies available to it at law or in equity, subject to the limitations set forth in this Agreement.

15.3 **Attorneys' Fees.** In any proceeding brought to enforce this Agreement or because of the breach by any Party of any covenant or condition herein contained, the prevailing Party shall be entitled to reasonable attorneys' fees (including reasonably allocated fees of in-house counsel) in addition to court costs and any and all other costs recoverable in said action.

**ARTICLE 16
INDEMNIFICATION**

16.1 **Indemnification.**

(a) Each Party (the "**Indemnifying Party**") agrees to indemnify, defend and hold harmless the other Party and its Affiliates, directors, officers, employees and agents (collectively, the "**Indemnified Party**") from and against all claims, demands, losses, liabilities, penalties, and expenses (including reasonable attorneys' fees) (i) for personal injury or death to Persons and damage to the property of any third party to the extent arising out of, resulting from, or caused by the negligent or willful misconduct of the Indemnifying Party, its Affiliates, its directors, officers, employees, or agents, or (ii) for third-party claims resulting from the Indemnifying Party's breach (including inaccuracy of any representation of warranty made hereunder), performance or non-performance of its obligations under this Agreement.

(b) Seller shall indemnify, defend and hold harmless Buyer and its Affiliates, directors, officers, employees from and against all claims, demands, losses, liabilities, penalties, and expenses (including reasonable attorneys' fees) in connection with any claims of infringement upon or violation of any trade secret, trademark, trade name, copyright, patent, or other intellectual property rights of any third party by equipment, software, applications or programs (or any portion of same) used in connection with the Facility (an "**IP Indemnity Claim**").

(c) Nothing in this Section 16.1 shall enlarge or relieve Seller or Buyer of any liability to the other for any breach of this Agreement. Neither Party shall be indemnified for its damages resulting from its sole negligence, intentional acts or willful misconduct. These indemnity provisions shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy.

16.2 **Claims.** Promptly after receipt by a Party of any claim or Notice of the commencement of any action, administrative, or legal proceeding, or investigation as to which the indemnity provided for in this Article 16 may apply, the Indemnified Party shall notify the Indemnifying Party in writing of such fact. The Indemnifying Party shall assume the defense thereof with counsel designated by the Indemnifying Party and satisfactory to the Indemnified Party, *provided*, if the defendants in any such action include both the Indemnified Party and the Indemnifying Party and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to, or inconsistent with, those available to the Indemnifying Party, the Indemnified Party shall have the right to select and be represented by separate counsel, at the Indemnifying Party's expense, unless a liability insurer is willing to pay such costs. If the Indemnifying Party fails to assume the defense of a claim meriting indemnification, the Indemnified Party may at the expense of the Indemnifying Party contest, settle, or pay such claim, *provided* that settlement or full payment of any such claim may be made only following consent of the Indemnifying Party or, absent such consent, written opinion of the Indemnified Party's counsel that such claim is meritorious or warrants settlement. Except as otherwise provided in this Article 16, in the event that a Party is obligated to indemnify and hold the other Party and its successors and assigns harmless under this Article 16, the amount owing to the Indemnified Party will be the amount of the Indemnified Party's damages net of any insurance proceeds received by the Indemnified Party following a reasonable effort by the Indemnified Party to obtain such insurance proceeds.

ARTICLE 17 INSURANCE

17.1 **Insurance.**

(a) **General Liability.** Seller shall maintain, or cause to be maintained at its sole expense, (i) commercial general liability insurance, including products and completed operations and personal & advertising injury insurance, in a minimum amount of Two Million Dollars (\$2,000,000) per occurrence, and an annual aggregate of not less than Five Million Dollars (\$5,000,000), which provides contractual liability in said amount, specifically covering Seller's liabilities arising under this Agreement and including Buyer as an additional insured; and (ii) an umbrella insurance policy in a minimum limit of liability of Ten Million Dollars (\$10,000,000). Defense costs shall be provided as an additional benefit and not included within the limits of liability. Such insurance shall contain standard cross-liability and severability of interest provisions. For clarity, limits of liability under this Section 17.1(a) may be met with umbrella/excess liability policies.

(b) **Employer's Liability Insurance.** Employers' Liability insurance shall not be less than One Million Dollars (\$1,000,000.00) for injury or death occurring as a result of each

accident. With regard to bodily injury by disease, the One Million Dollar (\$1,000,000) policy limit will apply to each employee.

(c) Workers Compensation Insurance. Seller, if it has employees, shall also maintain at all times during the Contract Term workers' compensation and employers' liability insurance coverage in accordance with applicable requirements of Law.

(d) Business Auto Insurance. Seller shall maintain at all times during the Contract Term business auto insurance for bodily injury and property damage with limits of One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of Seller's use of all owned (if any), non-owned and hired vehicles, including trailers or semi-trailers in the performance of the Agreement.

(e) Construction All-Risk Insurance. Seller shall maintain or cause to be maintained during the construction of the Facility prior to the Commercial Operation Date, construction all-risk form property insurance covering the Facility during such construction periods, and naming Seller (and Lender if any) as the loss payee.

(f) Contractor Insurance. Seller shall require the contractor under its engineering, procurement, and construction contract for the Facility and each other contractor Seller directly contracts with in connection with the Facility to carry (i) commercial general liability insurance with liability limits not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate; (ii) workers' compensation insurance and employers' liability coverage in accordance with applicable requirements of Law; and (iii) business auto insurance for bodily injury and property damage with limits no less than one million dollars (\$1,000,000) per occurrence. The contractors shall name Seller as an additional insured (except for workers' compensation) to insurance carried pursuant to clauses (f)(i) and (f)(iii). The contractors shall provide a primary endorsement and a waiver of subrogation to Seller for the required coverage pursuant to this Section 17.1(f).

(g) Evidence of Insurance. Within thirty (30) days after execution of the Agreement and upon annual renewal thereafter, Seller shall deliver to Buyer certificates of insurance evidencing such coverage. Such certificates shall specify that Buyer shall be given at least ten (10) days prior Notice by Seller in the event of any material modification, cancellation or termination of coverage. Such insurance shall be primary coverage without right of contribution from any insurance of Buyer. Any other insurance maintained by Seller is for the exclusive benefit of Seller and shall not in any manner inure to the benefit of Buyer. The general liability, auto liability and worker's compensation policies shall be endorsed with a waiver of subrogation in favor of Buyer for all work performed by Seller, its employees, agents and sub-contractors.

(h) Failure to Comply with Insurance Requirements. If Seller fails to comply with any of the provisions of this Article 17, then, without restricting Buyer's remedies under Article 11, applicable Law or otherwise, Seller shall (in accordance with the applicable provisions of Section 16.2) indemnify and defend Buyer against all claims and liabilities for which, and to the same extent that, Buyer would have been covered by Seller's insurance pursuant to this Article 17 if Seller had not failed to comply with the provisions of this Article 17.

ARTICLE 18 CONFIDENTIAL INFORMATION

18.1 **Definition of Confidential Information.** The following constitutes “**Confidential Information**,” whether oral or written which is delivered by Seller to Buyer or by Buyer to Seller including: (a) the terms and conditions of, and proposals and negotiations related to, this Agreement, and (b) information that either Seller or Buyer stamps or otherwise identifies as “confidential” or “proprietary” before disclosing it to the other. Confidential Information does not include (i) information that was publicly available at the time of the disclosure, other than as a result of a disclosure in breach of this Agreement; (ii) information that becomes publicly available through no fault of the recipient after the time of the delivery; (iii) information that was rightfully in the possession of the recipient (without confidential or proprietary restriction) at the time of delivery or that becomes available to the recipient from a source not subject to any restriction against disclosing such information to the recipient; and (iv) information that the recipient independently developed without a violation of this Agreement.

18.2 **Duty to Maintain Confidentiality.** The Party receiving Confidential Information (the “**Receiving Party**”) from the other Party (the “**Disclosing Party**”) shall not disclose Confidential Information to a third party (other than the Party’s employees, lenders, counsel, accountants, directors or advisors, or any such representatives of a Party’s Affiliates, who have a need to know such information and have agreed to keep such terms confidential) except in order to comply with any applicable Law, regulation, or any exchange, control area or independent system operator rule or in connection with any court or regulatory proceeding applicable to such Party or any of its Affiliates; *provided*, each Party shall, to the extent practicable, use reasonable efforts to prevent or limit the disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation. The Parties agree and acknowledge that nothing in this Section 18.2 prohibits a Party from disclosing any one or more of the commercial terms of a transaction (other than the name of the other Party unless otherwise agreed to in writing by the Parties) to any industry price source for the purpose of aggregating and reporting such information in the form of a published energy price index.

The Parties acknowledge and agree that the Agreement and any transactions entered into in connection herewith are subject to the requirements of the California Public Records Act (Government Code Section 6250 et seq.). In order to designate information as confidential, the Disclosing Party must clearly stamp and identify the specific portion of the material designated with the word “Confidential.” The Parties agree not to over-designate material as Confidential Information. Over-designation includes stamping whole agreements, entire pages or series of pages as “Confidential” that clearly contain information that is not Confidential Information.

Upon request or demand of any third person or entity not a Party hereto to Buyer pursuant to the California Public Records Act for production, inspection and/or copying of Confidential Information (“**Requested Confidential Information**”), Buyer shall as soon as practical notify Seller in writing via email that such request has been made. Seller shall be solely responsible for taking at its sole expense whatever legal steps are necessary to prevent release of the Requested Confidential Information to the third party by Buyer. If Seller takes no such action after receiving the foregoing notice from Buyer, Buyer shall, at its discretion, be permitted to comply with the third party’s request or demand and is not required to defend against it. If Seller does take or

attempt to take such action, Buyer shall provide timely and reasonable cooperation to Seller, if requested by Seller, and Seller agrees to indemnify and hold harmless Buyer, its officers, employees and agents (“**Buyer’s Indemnified Parties**”), from any claims, liability, award of attorneys’ fees, or damages, and to defend any action, claim or lawsuit brought against any of Buyer’s Indemnified Parties for Buyer’s refusal to disclose any Requested Confidential Information.

18.3 **Irreparable Injury; Remedies.** Receiving Party acknowledges that its obligations hereunder are necessary and reasonable in order to protect Disclosing Party and the business of Disclosing Party, and expressly acknowledges that monetary damages would be inadequate to compensate Disclosing Party for any breach or threatened breach by Receiving Party of any covenants and agreements set forth herein. Accordingly, Receiving Party acknowledges that any such breach or threatened breach will cause irreparable injury to Disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Disclosing Party will be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

18.4 **Further Permitted Disclosure.** Notwithstanding anything to the contrary in this Article 18, Confidential Information may be disclosed by the Receiving Party to any of its agents, consultants, contractors, trustees, or actual or potential financing parties (including, in the case of Seller, its Lender(s)), so long as such Person to whom Confidential Information is disclosed agrees in writing to be bound by confidentiality provisions that are at least as restrictive as this Article 18 to the same extent as if it were a Party.

18.5 **Press Releases.** Neither Party shall issue (or cause its Affiliates to issue) a press release regarding the transactions contemplated by this Agreement unless both Parties have agreed upon the contents of any such public statement.

ARTICLE 19 MISCELLANEOUS

19.1 **Entire Agreement; Integration; Exhibits.** This Agreement, together with the Cover Sheet and Exhibits attached hereto constitutes the entire agreement and understanding between Seller and Buyer with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits attached hereto are integral parts hereof and are made a part of this Agreement by reference. The headings used herein are for convenience and reference purposes only. In the event of a conflict between the provisions of this Agreement and those of the Cover Sheet or any Exhibit, the provisions of first the Cover Sheet, and then this Agreement shall prevail, and such Exhibit shall be corrected accordingly. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

19.2 **Amendments.** This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Seller and Buyer; *provided*, this Agreement may not be amended by electronic mail communications.

19.3 **No Waiver.** Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default.

19.4 **No Agency, Partnership, Joint Venture or Lease.** Seller and the agents and employees of Seller shall, in the performance of this Agreement, act in an independent capacity and not as officers or employees or agents of Buyer. Under this Agreement, Seller and Buyer intend to act as energy seller and energy purchaser, respectively, and do not intend to be treated as, and shall not act as, partners in, co-venturers in or lessor/lessee with respect to the Facility or any business related to the Facility. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement) and/or, to the extent set forth herein, any Lender and/or Indemnified Party.

19.5 **Severability.** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the Parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby. The Parties shall, however, use their best endeavors to agree on the replacement of the void, illegal or unenforceable provision(s) with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and this Agreement as a whole.

19.6 **Mobile-Sierra.** Notwithstanding any other provision of this Agreement, neither Party shall seek, nor shall they support any third party seeking, to prospectively or retroactively revise the rates, terms or conditions of service of this Agreement through application or complaint to FERC pursuant to the provisions of Section 205, 206 or 306 of the Federal Power Act, or any other provisions of the Federal Power Act, absent prior written agreement of the Parties. Further, absent the prior written agreement in writing by both Parties, the standard of review for changes to the rates, terms or conditions of service of this Agreement proposed by a Party shall be the “public interest” standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956). Changes proposed by a non-Party or FERC acting *sua sponte* shall be subject to the most stringent standard permissible under applicable Law.

19.7 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and each of which shall be deemed an original.

19.8 **Electronic Delivery.** This Agreement may be duly executed and delivered by a Party by electronic format (including portable document format (.pdf)) delivery of the signature page of a counterpart to the other Party.

19.9 **Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

19.10 **No Recourse to Members of Buyer.** Buyer is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to its Joint Powers Agreement and is a public entity separate from its constituent members. Buyer shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Seller shall have no rights

and shall not make any claims, take any actions or assert any remedies against any of Buyer's constituent members, or the employees, directors, officers, consultants or advisors of Buyer or its constituent members, in connection with this Agreement.

19.11 **Forward Contract.** The Parties acknowledge and agree that this Agreement constitutes a "forward contract" within the meaning of the U.S. Bankruptcy Code, and Buyer and Seller are "forward contract merchants" within the meaning of the U.S. Bankruptcy Code. Each Party further agrees that, for all purposes of this Agreement, each Party waives and agrees not to assert the applicability of the provisions of 11 U.S.C. § 366 in any Bankruptcy proceeding wherein such Party is a debtor. In any such proceeding, each Party further waives the right to assert that the other Party is a provider of last resort to the extent such term relates to 11 U.S.C. §366 or another provision of 11 U.S.C. § 101-1532.

19.12 **Change in Electric Market Design.** If a change in the CAISO Tariff renders this Agreement or any provisions hereof incapable of being performed or administered, then any Party may request that Buyer and Seller enter into negotiations to make the minimum changes to this Agreement necessary to make this Agreement capable of being performed and administered, while attempting to preserve to the maximum extent possible the benefits, burdens, and obligations set forth in this Agreement as of the Effective Date. Upon delivery of such a request, Buyer and Seller shall engage in such negotiations in good faith. If Buyer and Seller are unable, within sixty (60) days after delivery of such request, to agree upon changes to this Agreement or to resolve issues relating to changes to this Agreement, then any Party may submit issues pertaining to changes to this Agreement to the dispute resolution process set forth in Article 15. Notwithstanding the foregoing, (i) a change in cost shall not in and of itself be deemed to render this Agreement or any of the provisions hereof incapable of being performed or administered, and (ii) all of the unaffected provisions of this Agreement shall remain in full force and effect during any period of such negotiation or dispute resolution.

19.13 **Further Assurances.** Each of the Parties hereto agrees to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

DAGGETT SOLAR POWER 2 LLC

CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA, a California joint powers authority

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

FACILITY DESCRIPTION

Site Name: Daggett Solar Project

Site includes all or some of the following APNs:

0515-011-03	
0515-011-14	
0515-011-15	
0515-021-06	
0515-021-07	
0515-051-24	0515-111-06
0515-051-25	0515-111-07
0515-051-31	0515-111-08
0515-051-36	0515-111-09
0515-051-38	0515-131-11
0515-041-21	0515-131-12
0515-041-22	0515-131-13
0515-041-28	0515-131-36
0515-041-29	0515-111-10
0515-051-03	0515-061-19
0515-051-19	0515-071-02
0515-051-04	0515-041-15
0515-051-07	0515-041-25
0515-051-09	0515-111-12
0515-051-14	0515-111-13
0515-051-15	0515-111-14
0515-051-16	0515-111-15
0515-151-09	0515-111-16
0515-051-17	0515-151-04
0515-051-22	0515-151-30
0515-051-23	0515-151-29
0515-061-02	
0515-041-18	
0515-041-09	
0515-111-05	

City: unincorporated San Bernardino County

County: San Bernardino County

Zip Code: 92327

Latitude and Longitude: 34.857883, -116.816181

Facility Description: A dedicated and separately metered 65 MW AC portion of an approximately 482 MW AC solar photovoltaic generating facility, along with a dedicated and separately metered 52 MW/208 MWh battery energy storage facility, all located in San Bernardino County, in the State of California, as depicted on the following Site Diagram, and subject to adjustment as described in Sections 2.5, 2.6, 2.7 and Section 5 of Exhibit B.



Delivery Point: Southern California Edison’s Kramer substation

Generating Facility Metering Points: See Exhibit R

Storage Facility Metering Points: See Exhibit R

P-node: PNode shall be updated by mutual agreement of Buyer and Seller prior to the initial delivery of Test Energy hereunder, to reflect the PNode then closest to the Facility.

Transmission Provider: Southern California Edison

Additional Information: n n/a

EXHIBIT B

FACILITY CONSTRUCTION AND COMMERCIAL OPERATION

1. Construction of the Facility.

- a. “**Construction Start**” will occur upon Seller’s acquisition of all applicable regulatory authorizations, approvals and permits for the commencement of construction of the Facility, and once Seller has engaged all contractors and ordered all essential equipment and supplies as, in each case, can reasonably be considered necessary so that physical construction of the Facility may begin and proceed to completion without foreseeable interruption of material duration, and has executed an engineering, procurement, and construction contract and issued thereunder a notice to proceed that authorizes the contractor to mobilize to Site and begin physical construction of the Facility at the Site. The date of Construction Start will be evidenced by and subject to Seller’s delivery to Buyer of a certificate substantially in the form attached as Exhibit J hereto, and the date certified therein shall be the “**Construction Start Date**.” Seller shall cause Construction Start to occur no later than the Guaranteed Construction Start Date.
- b. Seller may extend the Guaranteed Construction Start Date by paying Daily Delay Damages to Buyer for each day Seller desires to extend the Guaranteed Construction Start Date, not to exceed a total of one hundred twenty (120) days of extensions by such payment of Daily Delay Damages. On or before the date that is ten (10) days prior to the then-current Guaranteed Construction Start Date, Seller shall provide notice and payment to Buyer of the Daily Delay Damages for the number of days of extension to the Guaranteed Construction Start Date and, effective upon such notice, the Guaranteed Construction Start Date shall be automatically extended for the number of days included in such notice. Seller may extend the Guaranteed Construction Start Date more than once by the payment of Daily Delay Damages, provided the total duration of such delays shall not exceed one hundred twenty (120) days. If Seller achieves Construction Start on or before the Guaranteed Construction Start Date, as extended by the payment of Daily Delay Damages, Buyer shall refund to Seller the Daily Delay Damages for each day Seller achieves Construction Start prior to the Guaranteed Construction Start Date times the Daily Delay Damages, not to exceed the total amount of Daily Delay Damages paid by Seller pursuant to this Section 1(b). Additionally, if Seller achieves Commercial Operation on or before the Guaranteed Commercial Operation Date (not including any extensions to such date resulting from Seller’s payment of Commercial Operation Delay Damages, but as may be extended pursuant to a Development Cure Period), then Buyer shall refund to Seller all Daily Delay Damages paid by Seller and not previously refunded by Buyer.

2. Commercial Operation of the Facility. “**Commercial Operation**” means the condition existing when Seller has fulfilled all of the conditions precedent in Section 2.2 of the Agreement and provided Notice from a Licensed Professional Engineer to Buyer substantially in the form of Exhibit H (the “**COD Certificate**”).

- a. Seller shall cause Commercial Operation for the Facility to occur by the Guaranteed Commercial Operation Date. Seller shall notify Buyer that it intends to achieve Commercial Operation at least sixty (60) days before the anticipated Commercial Operation Date.
 - b. Seller may extend the Guaranteed Commercial Operation Date by paying Commercial Operation Delay Damages to Buyer for each day Seller desires to extend the Guaranteed Commercial Operation Date, not to exceed a total of ninety (90) days of extensions by such payment of Commercial Operation Delay Damages. On or before the date that is ten (10) days prior to the then-current Guaranteed Commercial Operation Date, Seller shall provide Notice and payment to Buyer of the Commercial Operation Delay Damages for the number of days of extension to the Guaranteed Commercial Operation Date. Seller may extend the Guaranteed Commercial Operation Date more than once by the payment of Commercial Operation Delay Damages, provided the total duration of such delays shall not exceed ninety (90) days. If Seller achieves Commercial Operation prior to the Guaranteed Commercial Operation Date as extended by the payment of Commercial Operation Delay Damages, Buyer shall refund to Seller the Commercial Operation Delay Damages for each day Seller achieves Commercial Operation prior to the Guaranteed Commercial Operation Date times the Commercial Operation Delay Damages, not to exceed the total amount of Commercial Operation Delay Damages paid by Seller pursuant to this Section 2(b). If a Development Cure Period overlaps any days for which Seller has paid Commercial Operation Delay Damages to extend the Guaranteed Commercial Operation Date, Buyer shall refund to Seller the Commercial Operation Delay Damages for each such day, not to exceed the total amount of Commercial Operation Delay Damages paid by Seller pursuant to this Section 2(b).
3. **Termination for Failure to Achieve Commercial Operation.** If the Facility has not achieved Commercial Operation on or before the Guaranteed Commercial Operation Date (as may be extended hereunder), Buyer may elect to terminate this Agreement in accordance with Sections 11.1(b)(ii) and 11.2.
4. **Extension of the Guaranteed Dates.** The Guaranteed Construction Start Date and the Guaranteed Commercial Operation Date shall, subject to notice and documentation requirements set forth below, be automatically extended on a day-for-day basis (the “**Development Cure Period**”) for the duration of any and all delays arising out of the following circumstances to the extent such circumstances are not the result of Seller’s failure to take all commercially reasonable actions to meet its requirements and deadlines:
 - a. Seller has not acquired by the Expected Construction Start Date all material permits, consents, licenses, approvals, or authorizations from any Governmental Authority required for Seller to own, construct, interconnect, operate or maintain the Facility and to permit Seller and the Facility to make available and sell Product, despite the exercise of diligent and commercially reasonable efforts by Seller; or
 - b. a Force Majeure Event occurs; or

- c. the Interconnection Facilities or Reliability Network Upgrades are not complete and ready for the Facility to connect and sell Product at the Delivery Point by the Guaranteed Commercial Operation Date, despite the exercise of diligent and commercially reasonable efforts by Seller; or
- d. Buyer has not made all necessary arrangements to receive the Facility Energy at the Delivery Point by the Guaranteed Commercial Operation Date.

Notwithstanding anything in this Agreement to the contrary, the cumulative extensions granted under the Development Cure Period shall not exceed one hundred eighty (180) days for any reason, including a Force Majeure Event, and the cumulative extensions granted to the Guaranteed Commercial Operation Date by the payment of Commercial Operation Delay Damages and any Development Cure Period(s) (other than the extensions granted pursuant to clause 4(d) above) shall not exceed two hundred seventy (270) days. Upon request from Buyer, Seller shall provide documentation demonstrating to Buyer's reasonable satisfaction that the delays described above did not result from Seller's actions or failure to take commercially reasonable actions.

5. **Failure to Reach Guaranteed PV Capacity or Guaranteed Storage Capacity.**

- a. *Guaranteed PV Capacity.* If, at Commercial Operation, the Installed PV Capacity is less than one hundred percent (100%) of the Guaranteed PV Capacity, Seller shall have ninety (90) days after the Commercial Operation Date to install additional capacity and/or Network Upgrades such that the Installed PV Capacity is equal to (but not greater than) the Guaranteed PV Capacity, and Seller shall provide to Buyer a new certificate substantially in the form attached as Exhibit I-1 hereto specifying the new Installed PV Capacity. If Seller fails to construct the Guaranteed PV Capacity by such date, Seller shall pay "**PV Capacity Damages**" to Buyer, in an amount equal to Two Hundred Fifty Thousand Dollars (\$250,000) for each MW that the Guaranteed PV Capacity exceeds the Installed PV Capacity.
- b. *Guaranteed Storage Capacity.* If, at Commercial Operation, the Installed Storage Capacity is less than one hundred percent (100%) of the Guaranteed Storage Capacity, Seller shall have ninety (90) days after the Commercial Operation Date to install additional capacity and/or Network Upgrades such that the Installed Storage Capacity is equal to (but not greater than) one hundred percent (100%) of the Guaranteed Storage Capacity, and Seller shall provide to Buyer a new certificate substantially in the form attached as Exhibit I-1 hereto specifying the new Installed Storage Capacity. If Seller fails to construct the Guaranteed Storage Capacity by such date, Seller shall pay "**Storage Capacity Damages**" to Buyer, in an amount equal to Two Hundred Fifty Thousand Dollars (\$250,000) for each MW at four hours of continuous discharge that the Guaranteed Storage Capacity exceeds the Installed Storage Capacity.

Capacity Damages shall not be offset or reduced by the payment of Development Security, Performance Security, Delay Damages, or any other form of liquidated damages under this Agreement.

6. **Buyer's Right to Draw on Development Security.** If Seller fails to timely pay any Daily Delay Damages or Commercial Operation Delay Damages, Buyer may draw upon the Development Security to satisfy Seller's payment obligation thereof.

EXHIBIT C
COMPENSATION

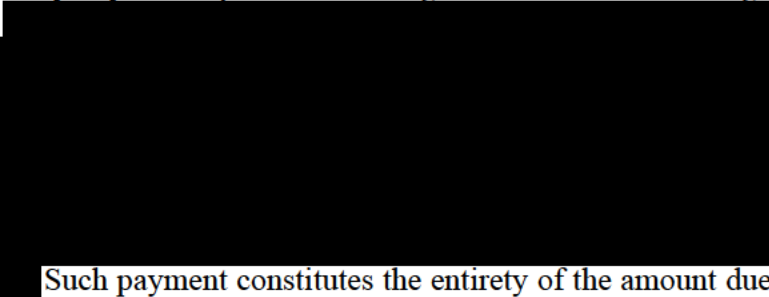
Buyer shall compensate Seller for the Product in accordance with this Exhibit C.

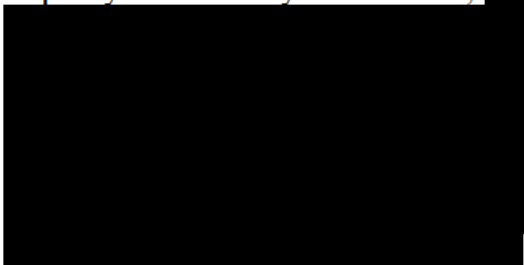
(a) Renewable Rate. Buyer shall pay Seller the Renewable Rate for each MWh of PV Energy, plus Deemed Delivered Energy, if any, up to one hundred fifteen percent (115%) of the Expected Energy for such Contract Year.

(b) Excess Contract Year Deliveries Over 115%. Notwithstanding the foregoing, if at any point in any Contract Year, the amount of PV Energy plus Deemed Delivered Energy exceeds one hundred fifteen percent (115%) of the Expected Energy for such Contract Year, the price to be paid for additional PV Energy and/or Deemed Delivered Energy shall be \$0.00/MWh.

(c) Excess Settlement Interval Deliveries. If during any Settlement Interval, Seller delivers PV Energy in excess of the product of the Guaranteed PV Capacity and the duration of the Settlement Interval, expressed in hours ("**Excess MWh**"), then the price applicable to all such Excess MWh in such Settlement Interval shall be zero dollars (\$0), and if there is a Negative LMP during such Settlement Interval, Seller shall pay to Buyer an amount equal to the absolute value of the Negative LMP times such Excess MWh.

(d) Monthly Capacity Payment.

(i) Each month of the Delivery Term (and pro-rated for the first and last month of the Delivery Term if the Delivery Term does not start on the first day of a calendar month), Buyer shall pay Seller a Monthly Capacity Payment equal to the Storage Rate x Effective Storage Capacity x Efficiency Rate Factor; 

 Such payment constitutes the entirety of the amount due to Seller from Buyer for the Storage Product. If the Effective Storage Capacity and/or Efficiency Rate are adjusted pursuant to a Storage Capacity Test other than on the first day of a calendar month, payment shall be calculated separately for each portion of the month in which the different Effective Storage Capacity and/or Efficiency Rate are applicable.

"Efficiency Rate Factor" means:

(A) If the Efficiency Rate is greater than or equal to the Guaranteed Efficiency Rate, then:

Efficiency Rate Factor = 100%

- (B) If the Efficiency Rate is less than the Guaranteed Efficiency Rate, but greater than or equal to 75%, then:

$$\text{Efficiency Rate Factor} = 100\% - [(\text{Guaranteed Efficiency Rate} - \text{Efficiency Rate}) \times .5]$$

- (C) If the Efficiency Rate is less than 75%, then:

$$\text{Efficiency Rate Factor} = 0$$

(ii) **Storage Capacity Availability Payment True-Up.** Each month during the Delivery Term, Buyer shall calculate the year-to-date (YTD) Annual Storage Capacity Availability for the applicable Contract Year in accordance with Exhibit P. If (A) such YTD Annual Storage Capacity Availability is less than ninety percent (90%), or (B) the final Annual Storage Capacity Availability is less than the Guaranteed Storage Availability, Buyer shall (1) withhold the Storage Capacity Availability Payment True-Up Amount from the next Monthly Capacity Payment(s) (the **“Storage Capacity Availability Payment True-Up”**), and (2) provide Seller with a written statement of the calculation of the YTD Annual Storage Capacity Availability and the Storage Capacity Availability Payment True-Up Amount; *provided*, if the Storage Capacity Availability Payment True-Up Amount is a negative number for any month prior to the final year-end Storage Capacity Availability Payment True-Up calculation, Buyer shall not be obligated to reimburse Seller any previously withheld Storage Capacity Availability Payment True-Up Amount, except as set forth in the following sentence. If Buyer withholds any Storage Capacity Availability Payment True-Up Amount pursuant to this subsection (d)(ii), and if the final year-end Storage Capacity Availability Payment True-Up Amount is a negative number, Buyer shall pay to Seller the positive value of such amount together with the next Monthly Capacity Payment due to Seller.

“Storage Capacity Availability Payment True-Up Amount” means an amount equal to $A \times B - C$, where:

A = The sum of the year-to-date Monthly Capacity Payments

B = The Capacity Availability Factor

C = The sum of any Storage Capacity Availability Payment True-Up Amounts previously withheld by Buyer in the applicable Contract Year.

“Capacity Availability Factor” means:

- (A) If the YTD Annual Storage Capacity Availability times the Effective Storage Capacity is equal to or greater than the Guaranteed Storage Availability times the Effective Storage Capacity, then:

$$\text{Capacity Availability Factor} = 0$$

- (B) If the YTD Annual Storage Capacity Availability times the Effective Storage Capacity is less than the Guaranteed Storage Availability times the Effective

Storage Capacity, but greater than or equal to seventy percent (70%) of the Installed Storage Capacity, or if the sum of (a) YTD Annual Storage Capacity Availability and (b) Force Majeure Unavailability times the Effective Storage Capacity is less than the Guaranteed Storage Availability times the Effective Storage Capacity, but greater than or equal to seventy percent (70%) of the Installed Storage Capacity, then:

$$\text{Capacity Availability Factor} = \frac{\text{Guaranteed Storage Availability} - \text{YTD Annual Storage Capacity Availability}}{\text{Effective Storage Capacity}}$$

- (C) If the sum of (a) YTD Annual Storage Capacity Availability and (b) Force Majeure Unavailability times the Effective Storage Capacity is less than seventy percent (70%) of the Installed Storage Capacity, then:

$$\text{Capacity Availability Factor} = \left(\frac{\text{Guaranteed Storage Availability} - \text{YTD Annual Storage Capacity Availability}}{\text{Effective Storage Capacity}} \right) * 2.0 - \text{Force Majeure Unavailability}$$

“Force Majeure Unavailability” means total YTD unavailable Calculation Intervals that resulted from a Force Majeure Event for which Seller is the claiming party divided by the total YTD Calculation Intervals.

- (e) Test Energy. Test Energy is compensated in accordance with Section 3.6.

(f) Tax Credits. The Parties agree that the neither the Renewable Rate, the Storage Rate nor the Test Energy Rate are subject to adjustment or amendment if Seller fails to receive any Tax Credits, or if any Tax Credits expire, are repealed or otherwise cease to apply to Seller or the Facility in whole or in part, or Seller or its investors are unable to benefit from any Tax Credits. Seller shall bear all risks, financial and otherwise, throughout the Contract Term, associated with Seller’s or the Facility’s eligibility to receive Tax Credits or to qualify for accelerated depreciation for Seller’s accounting, reporting or Tax purposes. The obligations of the Parties hereunder, including those obligations set forth herein regarding the purchase and price for and Seller’s obligation to deliver Facility Energy and Product, shall be effective regardless of whether construction of the Facility (or any portion thereof) or the sale of Facility Energy is eligible for, or receives Tax Credits during the Contract Term.

EXHIBIT D

SCHEDULING COORDINATOR RESPONSIBILITIES

(i) Buyer as Scheduling Coordinator for the Facility. Upon Initial Synchronization of the Facility to the CAISO Grid, Buyer shall be the Scheduling Coordinator or designate a qualified third party to provide Scheduling Coordinator services with the CAISO for the Facility for both the delivery and the receipt of Test Energy and the Product at the Delivery Point. At least thirty (30) days prior to the Initial Synchronization of the Facility to the CAISO Grid, (i) Seller shall take all actions and execute and deliver to Buyer and the CAISO all documents necessary to authorize or designate Buyer (or Buyer's designee) as the Scheduling Coordinator for the Facility effective as of the Initial Synchronization of the Facility to the CAISO Grid, and (ii) Buyer shall, and shall cause its designee to, take all actions and execute and deliver to Seller and the CAISO all documents necessary to authorize or designate Buyer or its designee as the Scheduling Coordinator for the Facility effective as of the Initial Synchronization of the Facility to the CAISO Grid. On and after Initial Synchronization of the Facility to the CAISO Grid, Seller shall not authorize or designate any other party to act as the Facility's Scheduling Coordinator, nor shall Seller perform for its own benefit the duties of Scheduling Coordinator, and Seller shall not revoke Buyer's authorization to act as the Facility's Scheduling Coordinator unless agreed to by Buyer. Buyer (as the Facility's SC) shall submit bids to the CAISO in accordance with this Agreement and the applicable CAISO Tariff, protocols and Scheduling practices for Product on a day-ahead, hour-ahead, fifteen-minute market, real-time or other market basis that may develop after the Effective Date, as determined by Buyer.

(ii) Notices. Buyer (as the Facility's SC) shall provide Seller with access to a web-based system through which Seller shall submit to Buyer and the CAISO all notices and updates required under the CAISO Tariff regarding the Facility's status, including, but not limited to, all outage requests, forced outages, forced outage reports, clearance requests, or must offer waiver forms. Seller shall cooperate with Buyer to provide such notices and updates. If the web-based system is not available, Seller shall promptly submit such information to Buyer and the CAISO by (in order of preference) telephonically or electronic mail to the personnel designated to receive such information.

(iii) CAISO Costs and Revenues. Except as otherwise set forth below, Buyer (as Scheduling Coordinator for the Facility) shall be responsible for CAISO costs (including penalties, Imbalance Energy costs or revenues, and other charges) and shall be entitled to all CAISO revenues (including credits, Imbalance Energy revenues or costs, and other payments), including revenues associated with CAISO dispatches, bid cost recovery, Inter-SC Trade credits, or other credits in respect of the Product Scheduled or delivered from the Facility. Seller shall be responsible for all CAISO penalties resulting from any failure by Seller to abide by the CAISO Tariff or the outage notification requirements set forth in this Agreement (except to the extent such non-compliance is caused by Buyer's failure to perform its duties as Scheduling Coordinator for the Facility). The Parties agree that any Availability Incentive Payments (as defined in the CAISO Tariff) are for the benefit of Seller and for Seller's account and that any Non-Availability Charges (as defined in the CAISO Tariff) are the responsibility of Seller and for Seller's account. In addition, if during the Delivery Term, the CAISO implements or has implemented any sanction or penalty related to scheduling, outage reporting, or generator operation, and any such sanctions or penalties are

imposed upon the Facility or to Buyer as Scheduling Coordinator due to failure by Seller to abide by the CAISO Tariff or the outage notification requirements set forth in this Agreement, the cost of the sanctions or penalties shall be Seller's responsibility.

(iv) CAISO Settlements. Buyer (as the Facility's SC) shall be responsible for all settlement functions with the CAISO related to the Facility. Buyer shall render a separate invoice to Seller for any CAISO payments, charges or penalties ("CAISO Charges Invoice") for which Seller is responsible under this Agreement. CAISO Charges Invoices shall be rendered after settlement information becomes available from the CAISO that identifies any CAISO charges. Notwithstanding the foregoing, Seller acknowledges that the CAISO will issue additional invoices reflecting CAISO adjustments to such CAISO charges. Buyer shall review, validate, and if requested by Seller under paragraph (e) below, dispute any charges that are the responsibility of Seller in a timely manner and consistent with Buyer's existing settlement processes for charges that are Buyer's responsibilities. Subject to Seller's right to dispute and to have Buyer pursue the dispute of any such invoices, Seller shall pay the amount of CAISO Charges Invoices within ten (10) Business Days of Seller's receipt of the CAISO Charges Invoice. If Seller fails to pay such CAISO Charges Invoice within that period, Buyer may net or offset any amounts owing to it for such CAISO Charges Invoices against any future amounts it may owe to Seller under this Agreement. The obligations under this Section with respect to payment of CAISO Charges Invoices shall survive the expiration or termination of this Agreement.

(v) Dispute Costs. Buyer (as the Facility's SC) may be required by Seller to dispute CAISO settlements in respect of the Facility. Seller agrees to pay Buyer's costs and expenses (including reasonable attorneys' fees) associated with its involvement with such CAISO disputes to the extent they relate to CAISO charges payable by Seller with respect to the Facility that Seller has directed Buyer to dispute.

(vi) Terminating Buyer's Designation as Scheduling Coordinator. At least thirty (30) days prior to expiration of this Agreement or as soon as reasonably practicable upon an earlier termination of this Agreement, the Parties will take all actions necessary to terminate the designation of Buyer as Scheduling Coordinator for the Facility as of 11:59 p.m. on such expiration date.

(vii) Master Data File and Resource Data Template. Seller shall provide the data to the CAISO (and to Buyer) that is required for the CAISO's Master Data File and Resource Data Template (or successor data systems) for the Facility consistent with this Agreement. Neither Party shall change such data without the other Party's prior written consent.

(viii) NERC Reliability Standards. Buyer (as Scheduling Coordinator) shall cooperate reasonably with Seller to the extent necessary to enable Seller to comply, and for Seller to demonstrate Seller's compliance with, NERC reliability standards. This cooperation shall include the provision of information in Buyer's possession that Buyer (as Scheduling Coordinator) has provided to the CAISO related to the Facility or actions taken by Buyer (as Scheduling Coordinator) related to Seller's compliance with NERC reliability standards.

EXHIBIT E
PROGRESS REPORTING FORM

Each Progress Report must include the following items:

1. Executive Summary.
2. Facility description.
3. Site plan of the Facility.
4. Description of any material planned changes to the Facility or the Site.
5. Gantt chart schedule showing progress on achieving each of the Milestones.
6. Summary of activities during the previous calendar quarter or month, as applicable, including any OSHA labor hour reports.
7. Forecast of activities scheduled for the current calendar quarter.
8. Written description about the progress relative to Seller's Milestones, including whether Seller has met or is on target to meet the Milestones.
9. List of issues that are reasonably likely to affect Seller's Milestones.
10. A status report of start-up activities including a forecast of activities ongoing and after start-up, a report on Facility performance including performance projections for the next twelve (12) months.
11. Progress and schedule of all material agreements, contracts, permits, approvals, technical studies, financing agreements and major equipment purchase orders showing the start dates, completion dates, and completion percentages.
12. Pictures, in sufficient quantity and of appropriate detail, in order to document construction and startup progress of the Facility, the interconnection into the Transmission System and all other interconnection utility services.
13. Workforce Development or Supplier Diversity Reporting (if applicable). Format to be provided by Buyer.
14. Any other documentation reasonably requested by Buyer.

EXHIBIT F-1

MONTHLY EXPECTED AVAILABLE GENERATING FACILITY CAPACITY

[MW Per Hour] – [*Insert Month*]

	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	24:00	
JAN																									
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The foregoing table is provided for informational purposes only, and it shall not constitute, or be deemed to constitute, an obligation of any of the Parties to this Agreement.

EXHIBIT F-2

MONTHLY EXPECTED PV ENERGY

[MWh Per Hour] – [*Insert Month*]

	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	24:00
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The foregoing table is provided for informational purposes only, and it shall not constitute, or be deemed to constitute, an obligation of any of the Parties to this Agreement.

EXHIBIT F-3

MONTHLY EXPECTED AVAILABLE EFFECTIVE STORAGE CAPACITY

[MW Per Hour] – [*Insert Month*]

	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	24:00	
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The foregoing table is provided for informational purposes only, and it shall not constitute, or be deemed to constitute, an obligation of any of the Parties to this Agreement.

EXHIBIT F-4

MONTHLY EXPECTED AVAILABLE STORAGE CAPABILITY

[MWh Per Hour] – [*Insert Month*]

	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	24:00
Day 1																								
Day 2																								
Day 3																								
Day 4																								
Day 5																								
[insert additional rows for each day in the month]																								
Day 29																								
Day 30																								
Day 31																								

The foregoing table is provided for informational purposes only, and it shall not constitute, or be deemed to constitute, an obligation of any of the Parties to this Agreement.

EXHIBIT G

GUARANTEED ENERGY PRODUCTION DAMAGES CALCULATION

In accordance with Section 4.7, if Seller fails to achieve the Guaranteed Energy Production during any Performance Measurement Period, a liquidated damages payment shall be due from Seller to Buyer, calculated as follows:

$$[(A - B) * (C - D)] - (E + F)$$

where:

A = the Guaranteed Energy Production amount for the Performance Measurement Period, in MWh

B = the Adjusted Energy Production amount for the Performance Measurement Period, in MWh

C = Replacement price for the Performance Measurement Period, in \$/MWh, which is the sum of (a) the simple average of the Integrated Forward Market hourly price for all the hours in the Performance Measurement Period, as published by the CAISO, for the Existing Zone Generation Trading Hub (as defined in the CAISO Tariff) for the Delivery Point, plus (b) the market value of Replacement Green Attributes, provided that such value shall not be less than \$10/MWh nor greater than \$50/MWh

D = the Renewable Rate, in \$/MWh

E = The Energy Replacement Damages paid by Seller with respect to the immediately preceding Performance Measurement Period

F = The product of (a) the amount of Replacement Product in MWhs delivered by Seller in the immediately preceding Contract Year and (b) the price which is (C – D)

“**Adjusted Energy Production**” shall mean the sum of the following: PV Energy + Deemed Delivered Energy + Lost Output + Replacement Product.

“**Replacement Energy**” means energy produced by a facility other than the Facility, that is provided by Seller to Buyer as Replacement Product, in an amount equal to the amount of Replacement Green Attributes provided by Seller as Replacement Product for the same Performance Measurement Period.

“**Replacement Green Attributes**” means Renewable Energy Credits of the same Portfolio Content Category (i.e., PCC1) as the Green Attributes portion of the Product and of the same year of production as the Renewable Energy Credits that would have been generated by the Facility.

“Replacement Product” means (a) Replacement Energy and (b) Replacement Green Attributes, in an amount not to exceed the lower of (i) twenty percent (20%) of the Expected Energy for the previous Contract Year or (ii) ten percent (10%) of the sum of the annual average Expected Energy for the previous two Contract Years.

No payment shall be due if the calculation of (a) $(A - B)$, (b) $(C - D)$, or (c) $[(A - B) * (C - D)] - (E + F)$, yields a negative number. In no event will Buyer owe any payment to Seller pursuant to this Exhibit G.

Within sixty (60) days after each Contract Year, Buyer shall send Seller Notice of the amount of damages owing, if any, which shall be payable to Buyer before the later of (a) thirty (30) days of such Notice and (b) ninety (90) days after each Performance Measurement Period, *provided* that the amount of damages owing shall be adjusted to account for Replacement Product, if any, delivered after each applicable Performance Measurement Period.

EXHIBIT H

FORM OF COMMERCIAL OPERATION DATE CERTIFICATE

This certification (“**Certification**”) of Commercial Operation is delivered by _____ [*licensed professional engineer*] (“**Engineer**”) to Clean Power Alliance of Southern California, a California joint powers authority (“**Buyer**”) in accordance with the terms of that certain Renewable Power Purchase Agreement dated _____ (“**Agreement**”) by and between [*Seller*] and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

As of _____ [DATE]_____, Engineer hereby certifies and represents to Buyer the following:

1. The Generating Facility is fully operational, reliable and interconnected, fully integrated and synchronized with the Transmission System.

2. Seller has installed equipment for the Generating Facility with an Installed PV Capacity of no less than ninety-five percent (95%) of the Guaranteed PV Capacity.

3. Seller has installed equipment for the Storage Facility with an Installed Storage Capacity of no less than ninety-five percent (95%) of the Guaranteed Storage Capacity.

4. Authorization to parallel the Facility was obtained by the Transmission Provider, [Name of Transmission Provider as appropriate] on ___ [DATE]____.

5. The Transmission Provider has provided documentation supporting full unrestricted release for Commercial Operation by [Name of Transmission Provider as appropriate] on _____ [DATE]_____.

6. The CAISO has provided notification supporting Commercial Operation, in accordance with the CAISO Tariff on _____ [DATE]_____.

7. Seller has segregated and separately metered Station Use to the extent reasonably possible in accordance with Prudent Operating Practice, and any such meter(s) have the same or greater level of accuracy as is required for CAISO certified meters used for settlement purposes.

EXECUTED by [LICENSED PROFESSIONAL ENGINEER]

this _____ day of _____, 20__.

[LICENSED PROFESSIONAL ENGINEER]

By: _____

Its: _____

Date: _____

EXHIBIT I-1

FORM OF INSTALLED CAPACITY CERTIFICATE

This certification (“**Certification**”) of Installed Capacity and related characteristics of the Facility is delivered by [licensed professional engineer] (“**Engineer**”) to Clean Power Alliance of Southern California, a California joint powers authority (“**Buyer**”) in accordance with the terms of that certain Renewable Power Purchase Agreement dated _____ (“**Agreement**”) by and between [SELLER ENTITY] and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

I hereby certify the following:

(a) The installed nameplate capacity of the Generating Facility is __ MW AC (“**Installed PV Capacity**”);

(b) The Commercial Operation Storage Capacity Test conducted on [Date] demonstrated a maximum dependable operating capability to discharge electric energy of __ MW AC to the Delivery Point at four (4) hours of continuous discharge, in accordance with the testing procedures, requirements and protocols set forth in Section 4.9 and Exhibit O (the “**Installed Storage Capacity**”);

(c) The sum of (a) and (b) is __ MW AC and shall be the “**Installed Capacity**”; and

(d) Such Commercial Operation Storage Capacity Test demonstrated (i) a Battery Charging Factor of __%, (ii) a Battery Discharging Factor of __%, and (iii) an Efficiency Rate of __%, each in accordance with the testing procedures, requirements and protocols set forth in Section 4.9 and Exhibit O.

EXECUTED by [LICENSED PROFESSIONAL ENGINEER]

this _____ day of _____, 20__.

[LICENSED PROFESSIONAL ENGINEER]

By: _____

Its: _____

Date: _____

EXHIBIT I-2

FORM OF EFFECTIVE STORAGE CAPACITY CERTIFICATE

This certification (“**Certification**”) of Effective Storage Capacity and related characteristics of the Facility is delivered by [licensed professional engineer] (“**Engineer**”) to Clean Power Alliance of Southern California, a California joint powers authority (“**Buyer**”) in accordance with the terms of that certain Renewable Power Purchase Agreement dated _____ (“**Agreement**”) by and between [*SELLER ENTITY*] and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

I hereby certify the following:

(a) The Storage Capacity Test conducted on [Date] demonstrated a maximum dependable operating capability to discharge electric energy of __ MW AC to the Delivery Point at four (4) hours of continuous discharge, in accordance with the testing procedures, requirements and protocols set forth in Section 4.9 and Exhibit O of the Agreement (the “**Effective Storage Capacity**”); and

(b) Such Storage Capacity Test demonstrated (i) a Battery Charging Factor of __%, (ii) a Battery Discharging Factor of __%, and (iii) an Efficiency Rate of __%, each in accordance with the testing procedures, requirements and protocols set forth in Section 4.9 and Exhibit O.

EXECUTED by [LICENSED PROFESSIONAL ENGINEER]

this _____ day of _____, 20__.

[LICENSED PROFESSIONAL ENGINEER]

By: _____

Its: _____

Date: _____

EXHIBIT J

FORM OF CONSTRUCTION START DATE CERTIFICATE

This certification of Construction Start Date (“**Certification**”) is delivered by [SELLER ENTITY] (“**Seller**”) to Clean Power Alliance of Southern California, a California joint powers authority (“**Buyer**”) in accordance with the terms of that certain Renewable Power Purchase Agreement dated _____ (“**Agreement**”) by and between Seller and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

Seller hereby certifies and represents to Buyer the following:

- (1) Construction Start (as defined in Exhibit B of the Agreement) has occurred, and a copy of the notice to proceed that Seller issued to its contractor as part of Construction Start is attached hereto.
- (2) the Construction Start Date occurred on _____ (the “**Construction Start Date**”);
and
- (3) the precise Site on which the Facility is located is, which must be within the boundaries of the previously identified Site:

(such description shall amend the description of the Site in Exhibit A of the Agreement).

IN WITNESS WHEREOF, the undersigned has executed this Certification on behalf of Seller as of the ___ day of _____.

[SELLER ENTITY]

By: _____

Its: _____

Date: _____

EXHIBIT K

FORM OF LETTER OF CREDIT

[Issuing Bank Letterhead and Address]

IRREVOCABLE STANDBY LETTER OF CREDIT NO. [XXXXXXXX]

Date:

Bank Ref.:

Amount: US\$[XXXXXXXX]

Beneficiary:

Clean Power Alliance of Southern California,
a California joint powers authority
801 S Grand, Suite 400
Los Angeles, CA 90017

Ladies and Gentlemen:

By the order of _____ (“Applicant”), we, [insert bank name and address] (“Issuer”) hereby issue our Irrevocable Standby Letter of Credit No. [XXXXXXXX] (the “Letter of Credit”) in favor of Clean Power Alliance of Southern California, a California joint powers authority (“Beneficiary”), 801 S Grand, Suite 400, Los Angeles, CA 90017, for an amount not to exceed the aggregate sum of U.S. \$[XXXXXXXX] (United States Dollars [XXXXXX] and 00/100) (the “Available Amount”), pursuant to that certain Renewable Power Purchase Agreement dated as of _____ and as amended (the “Agreement”) between Applicant and Beneficiary. This Letter of Credit shall become effective immediately and shall be of no further force or effect at 5:00 p.m., California time, on [Date] or, if such day is not a Business Day (as hereinafter defined), on the next Business Day (as may be extended pursuant to the terms of this Letter of Credit, the “Expiration Date”).

For the purposes hereof, “Business Day” shall mean any day on which commercial banks are not authorized or required to close in Los Angeles, California.

Funds under this Letter of Credit are available to Beneficiary by valid presentation on or before 5:00 p.m. California time, on or before the Expiration Date of a copy of this Letter of Credit No. [XXXXXXXX] and all amendments accompanied by Beneficiary’s dated statement purportedly signed by Beneficiary’s duly authorized representative, in the form attached hereto as Exhibit A, containing one of the two alternative paragraphs set forth in paragraph 2 therein.

Any full or partial drawing hereunder may be requested by transmitting copies of the requisite documents as described above to the Issuer by facsimile at [facsimile number for draws] or such other number as specified from time-to-time by the Issuer.

The facsimile transmittal shall be deemed delivered when received. Drawings made by facsimile transmittal are deemed to be the operative instrument without the need of originally signed documents.

Issuer hereby agrees that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to the Issuer before the Expiration Date. All correspondence and any drawings (other than those made by facsimile) hereunder are to be directed to [Issuer address/contact]. Issuer undertakes to make payment to Beneficiary under this Standby Letter of Credit within three (3) business days of receipt by Issuer of a properly presented Drawing Certificate. The Beneficiary shall receive payment from Issuer by wire transfer to the bank account of the Beneficiary designated in the Drawing Certificate.

Partial draws are permitted under this Letter of Credit, and this Letter of Credit shall remain in full force and effect with respect to any continuing balance; provided, the Available Amount shall be reduced by the amount of each such drawing.

It is a condition of this Letter of Credit that it shall be deemed automatically extended without an amendment for a one year period (or, if such period ends on a day that is not a Business Day, until the next Business Day thereafter) beginning on the present Expiration Date hereof and upon each anniversary for such date (or, if such period ends on a day that is not a Business Day, until the next Business Day thereafter), unless at least one hundred twenty (120) days prior to any such Expiration Date Issuer has sent Beneficiary written notice by overnight courier service at the address provided below that Issuer elects not to extend this Letter of Credit, in which case it will expire on its then-current Expiration Date. No presentation made under this Letter of Credit after such Expiration Date will be honored.

Notwithstanding any reference in this Letter of Credit to any other documents, instruments or agreements, this Letter of Credit contains the entire agreement between Beneficiary and Issuer relating to the obligations of Issuer hereunder.

Except so far as otherwise stated, this Letter of Credit is subject to the International Standby Practices ISP98 (also known as ICC Publication No. 590), or revision currently in effect (the "ISP"). As to matters not covered by the ISP, the laws of the State of California, without regard to the principles of conflicts of laws thereunder, shall govern all matters with respect to this Letter of Credit.

Please address all correspondence regarding this Letter of Credit to the attention of the Letter of Credit Department at [insert bank address information], referring specifically to Issuer's Letter of Credit No. [XXXXXXXX]. For telephone assistance, please contact Issuer's Standby Letter of Credit Department at [XXX-XXX-XXXX] and have this Letter of Credit available.

All notices to Beneficiary shall be in writing and are required to be sent by certified letter, overnight courier, electronic messaging (e-mail), or delivered in person to: Clean Power Alliance of Southern California, a California joint powers authority, Chief Financial Officer, 801 S Grand, Suite 400, Los Angeles, CA 90017. Only notices to Beneficiary meeting the requirements of this paragraph shall be considered valid. Any notice to Beneficiary which is not in accordance with

this paragraph shall be void and of no force or effect.

[Bank Name]

[Insert officer name]

[Insert officer title]

EXHIBIT A

(DRAW REQUEST SHOULD BE ON BENEFICIARY'S LETTERHEAD)

Drawing Certificate

[Insert Bank Name and Address]

Ladies and Gentlemen:

The undersigned, a duly authorized representative of [], [ADDRESS], as beneficiary (the "Beneficiary") of the Irrevocable Letter of Credit No. [XXXXXXX] (the "Letter of Credit") issued by [insert bank name] (the "Bank") by order of _____ (the "Applicant"), hereby certifies to the Bank as follows:

1. Applicant and Beneficiary are party to that certain Renewable Power Purchase Agreement dated as of _____, 20__ (the "Agreement").
2. Beneficiary is making a drawing under this Letter of Credit in the amount of U.S. \$ _____ because a Seller Event of Default (as such term is defined in the Agreement) has occurred.

or

Beneficiary is making a drawing under this Letter of Credit in the amount of U.S. \$ _____, which equals the full available amount under the Letter of Credit, because Applicant is required to maintain the Letter of Credit in force and effect beyond the expiration date of the Letter of Credit but has failed to provide Beneficiary with a replacement Letter of Credit or other acceptable instrument within thirty (30) days prior to such expiration date.

3. The undersigned is a duly authorized representative of [] and is authorized to execute and deliver this Drawing Certificate on behalf of Beneficiary.

You are hereby directed to make payment of the requested amount to [] by wire transfer in immediately available funds to the following account:

[Specify account information]

[]

Name and Title of Authorized Representative

Date _____

EXHIBIT L

FORM OF ASSIGNMENT AGREEMENT

This Assignment Agreement (this “**Assignment Agreement**” or “**Agreement**”) is entered into as of [_____] by and among [PPA Seller], a [_____] (“**PPA Seller**”), Clean Power Alliance of Southern California, a California joint powers authority (“**PPA Buyer**”), and [Financing Party] (“**Financing Party**”), and relates to that certain Renewable Power Purchase Agreement (the “**PPA**”) between PPA Buyer and PPA Seller as described on Appendix 1.

In consideration of the premises above and the mutual covenants and agreements herein set forth, PPA Seller, PPA Buyer and Financing Party (the “**Parties**” hereto; each is a “**Party**”) agree as follows:

1. Limited Assignment and Delegation.

- (a) PPA Buyer hereby assigns, transfers and conveys to Financing Party all right, title and interest in and to the rights of PPA Buyer under the PPA to receive delivery of the products described on Appendix 1 (the “**Assigned Products**”) during the Assignment Period (as defined in Appendix 1), as such rights may be limited or further described in the “Further Information” section on Appendix 1 (the “**Assigned Product Rights**”) [**NOTE: Appendix 1 to provide for transfer of RECs.**]. All other rights of PPA Buyer under the PPA are expressly reserved for PPA Buyer, including the right to receive any additional quantities of products beyond the limits set forth in Appendix 1.
- (b) PPA Buyer hereby delegates to Financing Party the obligation to pay for all Assigned Products that are actually delivered to Financing Party pursuant to the Assigned Product Rights during the Assignment Period (the “**Delivered Product Payment Obligation**” and together with the Assigned Product Rights, collectively the “**Assigned Rights and Obligations**”). All other obligations of PPA Buyer under the PPA are expressly retained by PPA Buyer. To the extent Financing Party fails to pay for any Assigned Products by the due date for payment set forth in the PPA, PPA Buyer agrees that it will remain responsible for such payment within five (5) Business Days (as defined in the PPA) of receiving notice of such non-payment from PPA Seller.
- (c) Financing Party hereby accepts and PPA Seller hereby consents and agrees to the assignment, transfer, conveyance and delegation described in clauses (a) and (b) above.
- (d) All scheduling of Assigned Products and other communications related to the PPA shall take place between PPA Buyer and PPA Seller pursuant to the terms of the PPA; provided that (i) PPA Buyer and PPA Seller shall provide to Financing Party copies of all scheduling communications, billing statements, generation reports and other notices delivered under the PPA during the Assignment Period contemporaneously upon delivery thereof to the other party to the PPA; (ii) title to Assigned Product will pass to Financing Party upon delivery by PPA Seller in accordance with the PPA; and (iii) PPA Buyer is hereby authorized by Financing Party to and shall act as Financing Party’s agent with regard to scheduling Assigned Product.

- (e) PPA Seller acknowledges that (i) Financing Party intends to immediately transfer title to any Assigned Products received from PPA Seller through one or more intermediaries such that all Assigned Products will be re-delivered to PPA Buyer, and (ii) Financing Party has the right to purchase receivables due from PPA Buyer for any such Assigned Products. To the extent Financing Party purchases any such receivables due from PPA Buyer, Financing Party may transfer such receivables to PPA Seller and apply the face amount thereof as a reduction to any Delivered Product Payment Obligation.

2. Assignment Early Termination.

- (a) The Assignment Period may be terminated early upon the occurrence of any of the following:
 - (1) delivery of a written notice of termination by either Financing Party or PPA Buyer to each of the other Parties hereto;
 - (2) delivery of a written notice of termination by PPA Seller to each of Financing Party and PPA Buyer following Financing Party's failure to pay when due any amounts owed to PPA Seller in respect of any Delivered Product Payment Obligation and such failure continues for one (1) Business Day (as defined in the PPA) following receipt by Financing Party of written notice thereof;
 - (3) delivery of a written notice by PPA Seller if any of the events described in Section 11.1(a)(iv) occurs with respect to Financing Party; or
 - (4) delivery of a written notice by Financing Party if any of the events described in Section 11.1(a)(iv) occurs with respect to PPA Seller.
- (b) The Assignment Period will end as of the date specified in the termination notice, which date shall not be earlier than the end of the last day of the calendar month in which such notice is delivered if termination is pursuant to clauses (a)(1) or (a)(2) above.
- (c) All Assigned Rights and Obligations shall revert from Financing Party to PPA Buyer upon the expiration of or early termination of the Assignment Period, provided that (i) Financing Party shall remain responsible for the Delivered Product Payment Obligation with respect to any Assigned Product delivered to Financing Party prior to the end of the Assignment Period, and (ii) any legal restrictions on the effectiveness of such reversion (whether arising under bankruptcy law or otherwise) shall not affect the expiration or early termination of the Assignment Period.

3. Notices. Any notice, demand, or request required or authorized by this Assignment Agreement to be given by one Party to another Party shall be delivered in accordance with Article 9 of the PPA and to the addresses of each of PPA Seller and PPA Buyer specified in the PPA. PPA Seller and PPA Buyer agree to notify Financing Party of any updates to such notice information. Notices to Financing Party shall be provided to the following address, as such address may be updated by Financing Party from time to time by notice to the other Parties:

Financing Party

Email: _____

4. Miscellaneous. Sections 19.2, 19.4, 19.5, and 19.7 of the PPA are incorporated by reference into this Agreement, *mutatis mutandis*, as if fully set forth herein.

5. Governing Law, Jurisdiction, Waiver of Jury Trial

(a) **Governing Law.** This Assignment Agreement and the rights and duties of the parties under this assignment agreement will be governed by and construed, enforced and performed in accordance with the laws of the state of New York, without reference to any conflicts of laws provisions that would direct the application of another jurisdiction's laws; *provided*, the authority of PPA Buyer to enter into and perform its obligations under this assignment agreement shall be determined in accordance with the laws of the State of California.

(b) **Jurisdiction.** Each party submits to the exclusive jurisdiction of (a) the courts of the state of New York located in the Borough of Manhattan, (b) the federal courts of the United States of America for the Southern District of New York or (c) the federal courts of the United States of America in any other state.

(c) **Waiver of Right to Trial by Jury.** Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to this assignment agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Parties have executed this Assignment Agreement effective as of the date first set forth above.

PPA SELLER

PPA BUYER

By:
Name:
Title:

By:
Name:
Title:

FINANCING PARTY

By:
Name:
Title:

Execution and delivery of the foregoing Assignment Agreement is hereby approved.

[ISSUER]

By:
Name:
Title:

Appendix 1

Assigned Rights and Obligations

PPA: The Renewable Power Purchase Agreement, dated [_____], 2021 by and between PPA Buyer and PPA Seller.

“Assignment Period” means the period beginning on [_____] and extending until [_____], provided that in no event shall the Assignment Period extend past the earlier of (i) the termination of the Assignment Period pursuant to Section 4 of the Assignment Agreement and (ii) the end of the Delivery Term under the PPA¹

Assigned Product: [Describe and define]

Further Information: [Include, if any]²

Projected P99 Generation: The “Projected P99 Generation” is attached hereto on a monthly basis.

¹ The Assignment Period must end no less than 18 months following the Assignment Period Start Date and no later than the end of the Delivery Term under the PPA

² To include transfer and settlement mechanics for RECs, as applicable.

EXHIBIT M

FORM OF REPLACEMENT RA NOTICE

This Replacement RA Notice (this “**Notice**”) is delivered by [SELLER ENTITY] (“**Seller**”) to Clean Power Alliance of Southern California, a California joint powers authority (“**Buyer**”) in accordance with the terms of that certain Renewable Power Purchase Agreement dated _____ (“**Agreement**”) by and between Seller and Buyer. All capitalized terms used in this Notice but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

Pursuant to Section 3.8 of the Agreement, Seller hereby provides the below Replacement RA product information:

Unit Information¹

Name	
Location	
CAISO Resource ID	
Unit SCID	
Prorated Percentage of Unit Factor	
Resource Type	
Point of Interconnection with the CAISO Controlled Grid (“substation or transmission line”)	
Path 26 (North or South)	
LCR Area (if any)	
Deliverability restrictions, if any, as described in most recent CAISO deliverability assessment	
Run Hour Restrictions	
Delivery Period	

Month	Unit CAISO NQC (MW)	Unit Contract Quantity (MW)
January		
February		
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		

¹ To be repeated for each unit if more than one.

[SELLER ENTITY]

By: _____

Its: _____

Date: _____

EXHIBIT N
NOTICES

<p><i>ARICA SOLAR, LLC, a Delaware limited liability company</i> (“Seller”)</p>	<p>CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA, a California joint powers authority (“Buyer”)</p>
<p>All Notices: Street: 4900 Scottsdale Road, Suite 5000 c/o Solar Asset Management LLC City: Scottsdale, AZ 85251 Attn: VP Asset Management Phone: 480-424-1240 E-mail: am@clearwayenergy.com With a copy to: Street: 5790 Fleet Street, Suite 200 City: Carlsbad, CA 92008 Attn: General Counsel Phone: 760-710-2187 E-mail: legal@clearwayenergy.com</p>	<p>All Notices: Street: 801 S Grand, Suite 400 City: Los Angeles, CA 90017 Attn: Executive Director Phone: (213) 269-5870 E-mail: tbardacke@cleanpoweralliance.org</p>
<p>Reference Numbers: Duns: N/A Federal Tax ID Number: [81-3659562]</p>	<p>Reference Numbers: Duns: Federal Tax ID Number:</p>
<p>Invoices: Attn: VP Asset Management Phone: 480-424-1240 E-mail: am@clearwayenergy.com</p>	<p>Invoices: Attn: Director, Power Planning & Procurement Phone: (213) 269-5870 E-mail: settlements@cleanpoweralliance.org</p>
<p>Scheduling: Attn: VP Asset Management Phone: 480-424-1240 E-mail: am@clearwayenergy.com</p>	<p>Scheduling: TBD Attn: Phone: E-mail:</p>
<p>Confirmations: Attn: VP Asset Management Phone: 480-424-1240 E-mail: am@clearwayenergy.com</p>	<p>Confirmations: Attn: Director, Power Planning & Procurement Phone: (213) 269-5870 E-mail: nkeefe@cleanpoweralliance.org</p>
<p>Payments: Attn: VP Asset Management Phone: 480-424-1240 E-mail: am@clearwayenergy.com</p>	<p>Payments: Attn: Director, Power Planning & Procurement Phone: (213) 269-5870 E-mail: settlements@cleanpoweralliance.org</p>
<p>Wire Transfer: BNK: ABA: ACCT:</p>	<p>Wire Transfer: BNK: River City Bank ABA: 121133416 ACCT: XXXXXX8042</p>

EXHIBIT O

STORAGE CAPACITY TESTS

Storage Capacity Test Notice and Frequency

A. Commercial Operation Storage Capacity Test(s). Upon no less than ten (10) Business Days prior Notice to Buyer, Seller shall schedule and complete a Commercial Operation Storage Capacity Test prior to the Commercial Operation Date. Such initial Commercial Operation Storage Capacity Test (and any subsequent Commercial Operation Storage Capacity Test permitted in accordance with Exhibit B) shall be performed in accordance with this Exhibit O and shall establish the Installed Storage Capacity and initial Efficiency Rate hereunder based on the actual capacity and capabilities of the Storage Facility determined by such Commercial Operation Storage Capacity Test(s).

B. Subsequent Storage Capacity Tests. Following the Commercial Operation Storage Capacity Test(s), at least fifteen (15) days in advance of the start of each Contract Year, upon no less than ten (10) Business Days prior Notice to Buyer, Seller shall schedule and complete a Storage Capacity Test. In addition, Buyer shall have the right to require a retest of the Storage Capacity Test at any time upon no less than five (5) Business Days prior Notice to Seller if Buyer provides data with such Notice reasonably indicating that the then-current Effective Storage Capacity or Efficiency Rate have varied materially from the results of the most recent prior Storage Capacity Test. Seller shall have the right to run a retest of any Storage Capacity Test at any time upon five (5) Business Days' prior Notice to Buyer (or any shorter period reasonably acceptable to Buyer consistent with Prudent Operating Practice).

C. Test Results and Re-Setting of Effective Storage Capacity and Efficiency Rate. No later than five (5) Business Days following any Capacity Test, Seller shall submit a testing report detailing results and findings of the test. The report shall include Storage Facility Meter readings and plant log sheets verifying the operating conditions and output of the Storage Facility. In accordance with Section 4.9(a)(ii) of the Agreement and Part II(I) below, after the Commercial Operation Storage Capacity Test(s), the Effective Storage Capacity (up to, but not in excess of, the Installed Storage Capacity) and Efficiency Rate determined pursuant to such Storage Capacity Test shall become the new Effective Storage Capacity and Efficiency Rate at the beginning of the day following the completion of the test for calculating the Contract Price and all other purposes under this Agreement.

Capacity Test Procedures

PART I. GENERAL.

- (1) Each Capacity Test shall be conducted in accordance with Prudent Operating Practices, the Operating Restrictions, and the provisions of this Exhibit O. For ease of reference, a Capacity Test is sometimes referred to in this Exhibit O as a "**CT**". Buyer or its representative may be present for the CT and may, for informational purposes only, use its own metering equipment (at Buyer's sole cost).
- (2) Conditions Prior to Testing.

- (1) EMS Functionality. The EMS shall be successfully configured to receive data from the Battery Management System (BMS), exchange DNP3 data with the Buyer SCADA device, and transfer data to the database server for the calculation, recording and archiving of data points.
- (2) Communications. The Remote Terminal Unit (RTU) testing should be successfully completed prior to any testing. The interface between Buyer's RTU and the Facility SCADA System should be fully tested and functional prior to starting any testing, including verification of the data transmission pathway between Buyer's RTU and Seller's EMS interface and the ability to record SCADA System data.
- (3) Commissioning Checklist. Commissioning shall be successfully completed per manufacturer guidance on all applicable installed Facility equipment, including verification that all controls, set points, and instruments of the EMS are configured.
- (4) Generating Facility Conditions. Any CTs requiring the availability of Charging Energy shall be conducted when the Generating Facility is producing at a rate equal to or above the Effective Storage Capacity continuously for a five (5)-hour period, *provided* that Seller may waive such conditions at its sole discretion. Any CTs that are required or allowed to occur under this Exhibit O that take place in the absence of the above condition being satisfied shall be subject to a mutually agreed upon adjustment (such agreement not to be unreasonably withheld) between Seller and Buyer with respect to the allowed charging time for such CT and/or the Battery Charging Factor definition, which adjustment(s) shall be commensurate with then-existing irradiance limitations.

PART II. REQUIREMENTS APPLICABLE TO ALL CAPACITY TESTS.

A. Test Elements. Each CT shall include at least the following individual test elements, which must be conducted in the order prescribed in Part III of this Exhibit O, unless the Parties mutually agree to deviations therefrom. The Parties acknowledge and agree that should Seller fall short of demonstrating one or more of the Test Elements as specified below, the Test will still be deemed "complete," and any adjustments necessary to the Effective Storage Capacity or to the Efficiency Rate resulting from such Test, if applicable, will be made in accordance with this Exhibit O.

- (1) Electrical output at maximum discharging level (MW) for four (4) continuous hours; and
- (2) Electrical input at maximum charging level at the Storage Facility Meter (MW), as sustained until the SOC reaches at least 90%, continued by the electrical input at a rate up to the maximum charging level at the Storage

Facility Meter (MW), as sustained until the SOC reaches 100%, not to exceed five (5) hours of total charging time.

- B. Parameters. During each CT, the following parameters shall be measured (or calculated) and recorded simultaneously for the Storage Facility, at two (2) second intervals:
- (1) Time;
 - (2) The amount of Discharging Energy delivered to the Storage Facility Meter (kWh) (i.e., to each measurement device making up the Storage Facility Meter);
 - (3) Net electrical energy input from the Storage Facility Meter (kWh) (i.e., from each measurement device making up the Storage Facility Meter); and
 - (4) Stored Energy Level (MWh).
- C. Site Conditions. During each CT, the following conditions at the Site shall be measured and recorded simultaneously at thirty (30) minute intervals:
- (1) Relative humidity (%);
 - (2) Barometric pressure (inches Hg) near the horizontal centerline of the Storage Facility; and
 - (3) Ambient air temperature (°F).
- D. Test Showing. Each CT shall record and report the following datapoints:
- (1) That the CT successfully started;
 - (2) The maximum sustained discharging level for four (4) consecutive hours pursuant to A(1) above;
 - (3) The maximum sustained charging level for four (4) consecutive hours pursuant to A(2) above;
 - (4) Amount of time between the Storage Facility's electrical output going from 0 to the maximum sustained discharging level registered during the CT (for purposes of calculating the ramp rate);
 - (5) Amount of time between the Storage Facility's electrical input going from 0 to the maximum sustained charging level registered during the CT (for purposes of calculating the ramp rate);

- (6) Amount of Charging Energy and Energy In to go from 0% SOC to 100% SOC; and
- (7) Amount of Discharging Energy and Energy Out to go from 100% SOC to 0% SOC.

E. Test Conditions.

- (1) General. At all times during a CT, the Storage Facility shall be operated in compliance with Prudent Operating Practices, the Operating Restrictions, and all operating protocols recommended, required or established by the manufacturer for the Storage Facility.
- (2) Abnormal Conditions. If abnormal operating conditions that prevent the testing or recordation of any required parameter occur during a CT, Seller may postpone or reschedule all or part of such CT in accordance with Part II.F below.
- (3) Instrumentation and Metering. Seller shall provide all instrumentation, metering and data collection equipment required to perform the CT. The instrumentation, metering and data collection equipment electrical meters shall be calibrated in accordance with Prudent Operating Practice and, as applicable, the CAISO Tariff.

F. Incomplete Test. If any CT is not completed in accordance herewith, Buyer may in its sole discretion: (i) accept the results up to the time the CT stopped without any modification to the Effective Storage Capacity or Efficiency Rate pursuant to Section I below; (ii) require that the portion of the CT not completed, be completed within a reasonable specified time period; or (iii) require that the CT be entirely repeated within a reasonable specified time period. Notwithstanding the above, if Seller is unable to complete a CT due to a Force Majeure Event or the actions or inactions of Buyer or the CAISO or the Transmission Provider, Seller shall be permitted to reconduct such CT on dates and at times reasonably acceptable to the Parties.

G. Test Report. Within five (5) Business Days after the completion of any CT, Seller shall prepare and submit to Buyer a written report of the results of the CT, which report shall include:

- (1) A record of the personnel present during the CT that served in an operating, testing, monitoring or other such participatory role;
- (2) The measured and calculated data for each parameter set forth in Part II.A through D, including copies of the raw data taken during the test; and
- (3) Seller's statement of either Seller's acceptance of the CT or Seller's rejection of the CT results and reason(s) therefor.

Within five (5) Business Days after receipt of such report, Buyer shall notify Seller in writing of either Buyer's acceptance of the CT results or Buyer's rejection of the CT and reason(s) therefor.

If either Party rejects the results of any CT, such CT shall be repeated in accordance with Part II.F.

- H. Supplementary Capacity Test Protocol. No later than sixty (60) days prior to commencing Storage Facility construction, Seller shall deliver to Buyer for its review and approval (such approval not to be unreasonably delayed or withheld) a supplement to this Exhibit O with additional and supplementary details, procedures and requirements applicable to Capacity Tests based on the then-current design of the Storage Facility ("**Supplementary Capacity Test Protocol**"). Thereafter, from time to time, Seller may deliver to Buyer for its review and approval (such approval not to be unreasonably delayed or withheld) any Seller recommended updates to the then-current Supplementary Capacity Test Protocol. The initial Supplementary Capacity Test Protocol (and each update thereto), once approved by Buyer, shall be deemed an amendment to this Exhibit O.
- I. Adjustment to Effective Storage Capacity and Efficiency Rate. The Effective Storage Capacity and Efficiency Rate shall be updated as follows:
- (1) The total amount of Discharging Energy delivered to the Delivery Point (expressed in MWh AC) during the first four (4) hours of discharge (up to, but not in excess of, the product of (i) (a) the Guaranteed Storage Capacity (in the case of a Commercial Operation Storage Capacity Test, including under Section 5 of Exhibit B) or (b) the Installed Storage Capacity (in the case of any other Storage Capacity Test), multiplied by (ii) four (4) hours) shall be divided by four (4) hours to determine the Effective Storage Capacity, which shall be expressed in MW AC, and shall be the new Effective Storage Capacity in accordance with Section 4.9(a)(ii) of the Agreement.
 - (2) The total amount of Energy Out (as reported under Section II.D(7) above) divided by the total amount of Energy In (as reported under Section II.D(6) above), and expressed as a percentage, shall be recorded as the new Efficiency Rate, and shall be used for the Factor in Exhibit C until updated pursuant to a subsequent Capacity Test.

PART III. INITIAL SUPPLEMENTARY CAPACITY TEST PROTOCOL.

The initial Supplementary Capacity Test Protocol outlined below shall be binding on the Parties until Section II.H modifies this Part III.

A. **Effective Storage Capacity and Efficiency Rate Test**

- Procedure:

- (1) System Starting State: The Storage Facility will be in the on-line state at 0% SOC.
- (2) Record the initial value of the Storage Facility SOC.
- (3) Command a real power charge that results in an AC power of Storage Facility's maximum charging level, and continue charging until the earlier of (a) the Storage Facility has reached 100% SOC or (b) five (5) hours have elapsed since the Storage Facility commenced charging.
- (4) Record and store the Storage Facility SOC after the earlier of (a) the Storage Facility has reached 100% SOC or (b) five (5) hours of continuous charging. Such data point shall be used for purposes of calculation of the Battery Charging Factor.
- (5) Record and store the Energy In.
- (6) Following an agreed-upon rest period, command a real power discharge that results in an AC power output of the Storage Facility's maximum discharging level and maintain the discharging state until the earlier of (a) the Facility has discharged at the maximum discharging level for four (4) consecutive hours, (b) the Storage Facility has reached 0% SOC, or (c) the sustained discharging level is at least 2% less than the maximum discharging level.
- (7) Record and store the Storage Facility SOC after four (4) hours of continuous discharging. Such data point shall be used for purposes of calculation of the Battery Discharging Factor. If the Storage Facility SOC remains above zero percent (0%) after discharging at a rate at or above the Guaranteed Storage Capacity (or at or above the Installed Storage Capacity after a Commercial Operation Storage Capacity Test) for four (4) consecutive hours pursuant to Part III.A.6(a), the SOC will be deemed 0 for the purposes of calculating the Battery Discharging Factor.
- (8) Record and store the Discharging Energy as measured at the Storage Facility Meter. Such data point shall be used for purposes of calculation the Effective Storage Capacity.
- (9) If the Storage Facility has not reached 0% SOC pursuant to Section III.A.6, continue discharging the Storage Facility until it reaches a 0% SOC.
- (10) Record and store the Discharging Energy (in MWh) as measured at the Storage Facility Meter, if applicable.

- (11) Record and store the Energy Out from the commencement of discharging pursuant to Part III.A.5 until the Storage Facility has reached a 0% SOC pursuant to either Part III.A.6 or Part III.A.9, as applicable.

- Test Results

- (1) The resulting Effective Storage Capacity measurement is the sum of the total Discharging Energy at the Storage Facility Meter divided by four (4) hours.
- (1) The resulting Efficiency Rate is calculated as the total amount of Energy Out (as reported under Section III.A(11) above) divided by the total amount of Energy In (as reported under Section III.A(5) above), and expressed as a percentage, and shall be used for the calculation of the Efficiency Rate Factor in Exhibit C until updated pursuant to a subsequent Capacity Test.

B. AGC Discharge Test

- Purpose: This test will demonstrate the AGC discharge capability to achieve the Storage Facility's maximum discharging level within 1 second.
- System starting state: The Storage Facility will be in the on-line state at 50% SOC and at an initial active power level of 0 MW and reactive power level of 0 MVAR. The EMS will be configured to follow a predefined agreed-upon active power profile.
- Procedure:
 - (1) Record the Storage Facility active power level at the Storage Facility Meter.
 - (2) Command the Storage Facility to follow a simulated CAISO RIG signal of Pmax at .95 power factor for ten (10) minutes.
 - (3) Record and store the Storage Facility active power response (in seconds).
- System end state: The Storage Facility will be in the on-line state and at a commanded active power level of 0 MW.

C. AGC Charge Test

- Purpose: This test will demonstrate the AGC charge capability to achieve the Storage Facility's full charging level within 1 second.
- System starting state: The Storage Facility will be in the on-line state at 50% SOC and at an initial active power level of 0 MW and reactive power level of 0 MVAR. The Storage Facility control system will be configured to follow a predefined agreed-upon active power profile.

- Procedure:
 - (1) Record the Storage Facility active power level at the Storage Facility Meter.
 - (2) Command the Storage Facility to follow a simulated CAISO RIG signal of Pmax at .95 power factor for ten (10) minutes.
 - (3) Record and store the Storage Facility active power response (in seconds).
- System end state: The Storage Facility will be in the on-line state and at a commanded active power level of 0 MW.

D. Reactive Power Production Test

- Purpose: This test will demonstrate the reactive power production capability of the Storage Facility.
- System starting state: The Storage Facility will be in the on-line state at 50% SOC and at an initial active power level of 0 MW and reactive power level of 0 MVAR. The EMS will be configured to follow an agreed-upon predefined reactive power profile.
- Procedure:
 - (1) Record the Storage Facility reactive power level at the Facility Meter.
 - (2) Command the Storage Facility to follow 26 MVAR for ten (10) minutes.
 - (3) Record and store the Storage Facility reactive power response.
- System end state: The Storage Facility will be in the on-line state and at a commanded reactive power level of 0 MVAR.

E. Reactive Power Consumption Test

- Purpose: This test will demonstrate the reactive power consumption capability of the Storage Facility.
- System starting state: The Storage Facility will be in the on-line state at 50% SOC and at an initial active power level of 0 MW and reactive power level of 0 MVAR. The Storage Facility control system will be configured to follow an agreed-upon predefined reactive power profile.
- Procedure:
 - (1) Record the Storage Facility reactive power level at the Facility Meter.
 - (2) Command the Storage Facility to follow -26 MVAR for ten (10) minutes.

- (3) Record and store the Storage Facility reactive power response.
- System end state: The Storage Facility will be in the on-line state and at a commanded reactive power level of 0 MVAR.

EXHIBIT P

ANNUAL STORAGE CAPACITY AVAILABILITY CALCULATION

(a) Following the end of each calendar month during the Delivery Term, Buyer shall calculate the year-to-date (YTD) “**Annual Storage Capacity Availability**” for the current Contract Year using the formula set forth below:

$$\text{Annual Storage Capacity Availability (\%)} = 1 - \frac{\text{Unavailable Calculation Intervals}}{\text{Total YTD Calculation Intervals}}$$

“**Calculation Interval**” or “**C.I.**” means each successive five-minute interval, but excluding all such intervals which by the express terms of the Agreement are disregarded or excluded.

“**Unavailable Calculation Intervals**” means the sum of year-to-date unavailable Calculation Intervals for the applicable Contract Year, where for each Calculation Interval:

$$\text{Unavailable Calculation Interval} = 1 \text{ C.I.} \times \left(1 - \text{the lesser of: } \frac{A}{\text{Effective Storage Capacity}} \text{ or } \frac{\text{Storage Capability (MWh)}}{\text{Effective Storage Capacity} \times 4 \text{ hrs}} \right)$$

where:

“**A**” is the “Available Effective Storage Capacity” (as defined below), which shall be calculated as the sum of the available capacity of each of the system inverters, in MW AC, expected from all system inverters in such Calculation Interval (based on normal operating conditions pursuant to the manufacturer’s guidelines), but “A” shall never exceed the Effective Storage Capacity.

“**Storage Capability**” means the sum of the following (taking into account the SOC at the time of calculation): (i) the energy throughput capability in MWhs in the applicable Calculation Interval that the Storage Facility is available to be charged (calculated as the available battery charging capability (in MWh) in the applicable Calculation Interval x the Battery Charging Factor (as measured as of the most recent Storage Capacity Test)) and (ii) the energy throughput capability in MWhs in the applicable Calculation Interval that the Storage Facility is available to be discharged (calculated as the available battery discharging capability (in MWh) in the applicable Calculation Interval x the Battery Discharging Factor (as measured as of the most recent Storage Capacity Test)). In calculating Storage Capability, the “available battery charging capability” and “available

battery discharging capability” are calculated as the product of (1) the count of available system cells in such Calculation Interval, multiplied by (2) the capability, in MWh, expected from each such system cell (based on normal operating conditions pursuant to the manufacturer’s guidelines) but Storage Capacity shall never exceed the Effective Storage Capacity x four (4) hours. The charging and discharging capability (in MWh) in a Calculation Interval shall be measured according to Section (b) of this Exhibit P.

“Total YTD Calculation Intervals” means, for each applicable Contract Year, the total number of Calculation Intervals year-to-date up through and including the month for which the Annual Storage Capacity Availability is being calculated.

(b) The “Available Effective Storage Capacity,” and “Available Storage Capability” in the above calculations shall be the lower of (i) such amounts reported by Seller’s real-time EMS data feed to Buyer for the Storage Facility for such Calculation Interval, and (ii) Seller’s most recent Availability Notice (as updated pursuant to Section 4.3). Except as otherwise expressly provided in this Agreement, including compliance with the Operating Restrictions as set forth herein, the calculations of Available Effective Storage Capacity and Available Storage Capability in the foregoing sentence shall be based solely on the availability of applicable components of the Storage Facility to charge or discharge Energy between the Storage Facility and the Generating Facility or Delivery Point, as applicable (excluding for reasons at the high-voltage side of the Delivery Point or beyond). For avoidance of doubt, any Calculation Interval in which the Storage Facility fails to maintain connectivity to the CAISO such that it cannot receive ADS or AGC signals shall be deemed an Unavailable Calculation Interval.

(c) If the total rated power of the Storage Facility inverters associated with the Installed Storage Capacity taking into account Electrical Losses to the Delivery Point is less than 52 MW charging and 52 MW discharging at ■■■°C, then Buyer shall have the right, in its reasonable discretion, to apply an ambient air temperature availability derate based on manufacturer’s specifications to the applicable Calculation Interval.

(d) After 365 Cycles have occurred in a given Contract Year, any additional Calculation Intervals during such Contract Year shall be deemed to be fully available and Seller shall use commercially reasonable efforts to move any upcoming Planned Outages to the such period of time.

EXHIBIT Q

OPERATING RESTRICTIONS

The Parties will develop and finalize the Operating Restrictions prior to the Commercial Operation Date; *provided*, the Operating Restrictions (i) may not be materially more restrictive of the operation of the Storage Facility than as set forth below, unless agreed to by Buyer in writing, (ii) will, at a minimum, include the rules, requirements and procedures set forth in this Exhibit Q, (iii) will include protocols and parameters for Seller’s operation of the Storage Facility in the absence of Charging Notices, Discharging Notices or other similar instructions from Buyer relating to the use of the Storage Facility, and (iv) may include Storage Facility Scheduling, Operating Restrictions and Communications Protocols.

I. STORAGE FACILITY OPERATING RESTRICTIONS

File Update Date:	[XX/XX/20XX]	
Technology:	Lithium-ion	
Storage Unit Name:	[Unit Name and Number]	
A. Contract Capacity		
Guaranteed Storage Capacity (MW):	52	
Effective Storage Capacity (MW):	52	
B. Total Unit Dispatchable Range Information		
Interconnect Voltage (kV)	230	
Maximum Storage Level (MWh):	208	
Minimum Storage Level (MWh):	0	
Stored energy capability (MWh):	208	
Maximum Discharge (MW):	52	
Maximum Charge (MW):	52	
Guaranteed Efficiency Rate:	See Guaranteed Efficiency Rate	
Maximum energy throughput (BET) (MWh/year):	[REDACTED]	
C. Charge and Discharge Rates		
Mode	Maximum (MW)	Ramp Rate (MW/s) Description
Energy (Charge)	52	[REDACTED]
Energy (Discharge)	52	[REDACTED]
D. Ancillary Services		
Frequency regulation is included:	Yes, subject to Operating Restrictions	
Spin is included:	Yes	

II. ADDITIONAL OPERATING RESTRICTIONS

1. **Annual Cycles:** Maximum of [REDACTED] Cycles per Contract Year.
2. **Daily Dispatch Limits:** [REDACTED] Cycles per day.
3. **Grid Charging:** The Storage Facility shall not use grid energy to provide Charging Energy,

subject to Section 3.13.

4. **Scheduling Controls:** All manual dispatch commands must use the Seller-supplied EMS.
5. **Resting State of Charge:** The average resting state of charge per Contract Year must be below [REDACTED] percent ([REDACTED]%).
6. **Interconnection Capacity Limit:** Dispatch cannot cause Facility Energy to exceed the Interconnection Capacity Limit.

EXHIBIT R
METERING DIAGRAM

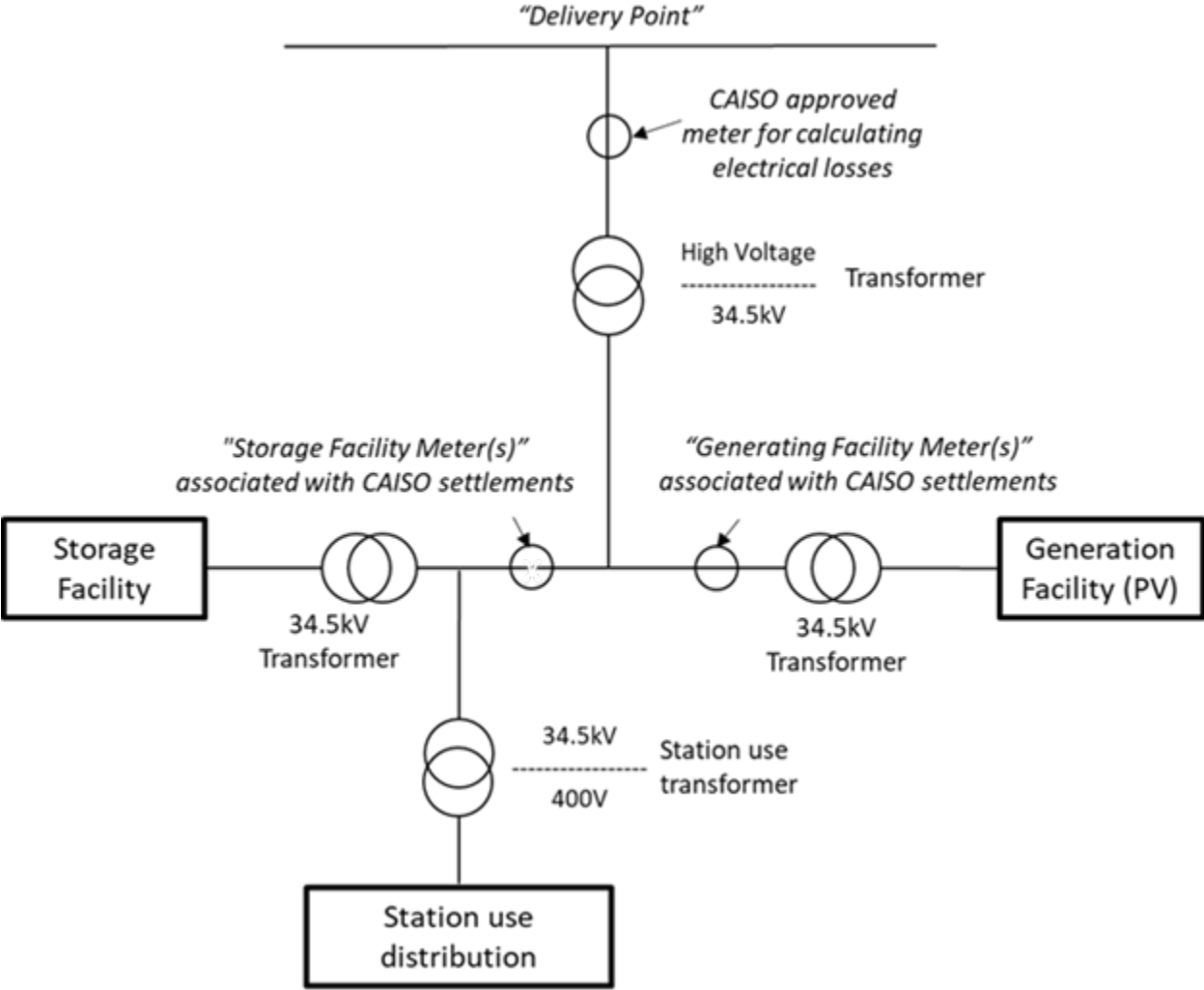


EXHIBIT S

FORM OF GUARANTY

This Guaranty (this “**Guaranty**”) is entered into as of [_____] (the “**Effective Date**”) by and between [_____] a [_____] (“**Guarantor**”), and Clean Power Alliance of Southern California, a California joint powers authority (together with its successors and permitted assigns, “**Buyer**”).

Recitals

- A. Buyer and [_____] a Delaware limited liability company (“**Seller**”), entered into that certain Renewable Power Purchase Agreement (as amended, restated or otherwise modified, the “**PPA**”) dated as of [_____] 20__.
- B. Guarantor is entering into this Guaranty as Performance Security to secure Seller’s obligations under the PPA, as required by Section 8.8 of the PPA.
- C. It is in the best interest of Guarantor to execute this Guaranty inasmuch as Guarantor will derive substantial direct and indirect benefits from the execution and delivery of the PPA.
- D. Initially capitalized terms used but not defined herein have the meaning set forth in the PPA.

Agreement

1. **Guaranty.** For value received, Guarantor does hereby unconditionally, absolutely and irrevocably guarantee, as primary obligor and not as a surety, to Buyer the full, complete and prompt payment by Seller of any and all amounts and payment obligations now or hereafter owing from Seller to Buyer under the PPA, including, without limitation, compensation for penalties, the Termination Payment, indemnification payments or other damages, as and when required pursuant to the terms of the PPA (the “**Guaranteed Amount**”), provided, that Guarantor’s aggregate liability under or arising out of this Guaranty shall not exceed _____ Dollars (\$_____). The Parties understand and agree that any payment by Guarantor or Seller of any portion of the Guaranteed Amount shall thereafter reduce Guarantor’s maximum aggregate liability hereunder on a dollar-for-dollar basis. This Guaranty is an irrevocable, absolute, unconditional and continuing guarantee of the full and punctual payment and performance, and not of collection, of the Guaranteed Amount and, except as otherwise expressly addressed herein, is in no way conditioned upon any requirement that Buyer first attempt to collect the payment of the Guaranteed Amount from Seller, any other guarantor of the Guaranteed Amount or any other Person or entity or resort to any other means of obtaining payment of the Guaranteed Amount. In the event Seller shall fail to duly, completely or punctually pay any Guaranteed Amount as required pursuant to the PPA, Guarantor shall promptly pay such amount as required herein.

2. **Demand Notice.** For avoidance of doubt, a payment shall be due for purposes of this Guaranty only when and if a payment is due and payable by Seller to Buyer under the terms and conditions of the Agreement. If Seller fails to pay any Guaranteed Amount as required pursuant to

the PPA for five (5) Business Days following Seller's receipt of Buyer's written notice of such failure (the "**Demand Notice**"), then Buyer may elect to exercise its rights under this Guaranty and may make a demand upon Guarantor (a "**Payment Demand**") for such unpaid Guaranteed Amount. A Payment Demand shall be in writing and shall reasonably specify in what manner and what amount Seller has failed to pay and an explanation of why such payment is due and owing, with a specific statement that Buyer is requesting that Guarantor pay under this Guaranty. Guarantor shall, within five (5) Business Days following its receipt of the Payment Demand, pay the Guaranteed Amount to Buyer.

3. Scope and Duration of Guaranty. This Guaranty applies only to the Guaranteed Amount. This Guaranty shall continue in full force and effect from the Effective Date until the earlier of the following: (x) all Guaranteed Amounts have been paid in full (whether directly or indirectly through set-off or netting of amounts owed by Buyer to Seller), (y) replacement Performance Security is provided in an amount and form required by the terms of the PPA, or (z) one hundred eighty (180) days after the early termination of the PPA or expiration of the PPA by its terms, unless Buyer has provided Notice to Seller pursuant to Section 8.8 of the Agreement that the Guaranteed Amounts have not been paid in full. Further, this Guaranty (a) shall remain in full force and effect without regard to, and shall not be affected or impaired by any invalidity, irregularity or unenforceability in whole or in part of this Guaranty, and (b) subject to the preceding sentence, shall be discharged only by complete performance of the undertakings herein. Without limiting the generality of the foregoing, the obligations of the Guarantor hereunder shall not be released, discharged, or otherwise affected and this Guaranty shall not be invalidated or impaired or otherwise affected for the following reasons:

- (i) the extension of time for the payment of any Guaranteed Amount, or
- (ii) any amendment, modification or other alteration of the PPA, or
- (iii) any indemnity agreement Seller may have from any party, or
- (iv) any insurance that may be available to cover any loss, except to the extent that insurance proceeds are used to satisfy the Guaranteed Amount, or
- (v) any voluntary or involuntary liquidation, dissolution, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other similar proceeding affecting, Seller or any of its assets, including but not limited to any rejection or other discharge of Seller's obligations under the PPA imposed by any court, trustee or custodian or any similar official or imposed by any law, statute or regulation, in each such event in any such proceeding, or
- (vi) the release, modification, waiver or failure to pursue or seek relief with respect to any other guaranty, pledge or security device whatsoever, or
- (vii) any payment to Buyer by Seller that Buyer subsequently returns to Seller pursuant to court order in any bankruptcy or other debtor-relief proceeding, or

(viii) those defenses based upon (A) the legal incapacity or lack of power or authority of any Person, including Seller and any representative of Seller to enter into the PPA or perform its obligations thereunder, (B) lack of due execution, delivery, validity or enforceability, including of the PPA, or (C) Seller's inability to pay any Guaranteed Amount or perform its obligations under the PPA, or

(ix) any other event or circumstance that may now or hereafter constitute a defense to payment of the Guaranteed Amount, including, without limitation, statute of frauds and accord and satisfaction;

provided that Guarantor reserves the right to assert for itself any defenses, setoffs or counterclaims that Seller is or may be entitled to assert against Buyer (except for such defenses, setoffs or counterclaims that may be asserted by Seller with respect to the PPA, but that are expressly waived under any provision of this Guaranty).

4. Waivers by Guarantor. Guarantor hereby unconditionally waives as a condition precedent to the performance of its obligations hereunder, with the exception of the requirements in Paragraph 2, (a) notice of acceptance, presentment or protest with respect to the Guaranteed Amounts and this Guaranty, (b) notice of any action taken or omitted to be taken by Buyer in reliance hereon, (c) any requirement that Buyer exhaust any right, power or remedy or proceed against Seller under the PPA, and (d) any event, occurrence or other circumstance which might otherwise constitute a legal or equitable discharge of a surety. Without limiting the generality of the foregoing waiver of surety defenses, it is agreed that the occurrence of any one or more of the following shall not affect the liability of Guarantor hereunder:

(i) at any time or from time to time, without notice to Guarantor, the time for payment of any Guaranteed Amount shall be extended, or such performance or compliance shall be waived;

(ii) the obligation to pay any Guaranteed Amount shall be modified, supplemented or amended in any respect in accordance with the terms of the PPA;

(iii) subject to Section 9, any (a) sale, transfer or consolidation of Seller into or with any other entity, (b) sale of substantial assets by, or restructuring of the corporate existence of, Seller or (c) change in ownership of any membership interests of, or other ownership interests in, Seller; or

(iv) the failure by Buyer or any other Person to create, preserve, validate, perfect or protect any security interest granted to, or in favor of, Buyer or any Person.

5. Subrogation. Notwithstanding any payments that may be made hereunder by the Guarantor, Guarantor hereby agrees that until the earlier of payment in full of all Guaranteed Amounts or expiration of the Guaranty in accordance with Section 3, it shall not be entitled to, nor shall it seek to, exercise any right or remedy arising by reason of its payment of any Guaranteed Amount under this Guaranty, whether by subrogation or otherwise, against Seller or seek contribution or reimbursement of such payments from Seller.

6. Representations and Warranties. Guarantor hereby represents and warrants that (a) it

has all necessary and appropriate limited liability company powers and authority and the legal right to execute and deliver, and perform its obligations under, this Guaranty, (b) this Guaranty constitutes its legal, valid and binding obligations enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium and other similar laws affecting enforcement of creditors' rights or general principles of equity, (c) the execution, delivery and performance of this Guaranty does not and will not contravene Guarantor's organizational documents, any applicable Law or any contractual provisions binding on or affecting Guarantor, (d) there are no actions, suits or proceedings pending before any court, governmental agency or arbitrator, or, to the knowledge of the Guarantor, threatened, against or affecting Guarantor or any of its properties or revenues which may, in any one case or in the aggregate, adversely affect the ability of Guarantor to enter into or perform its obligations under this Guaranty, and (e) no consent or authorization of, filing with, or other act by or in respect of, any arbitrator or Governmental Authority, and no consent of any other Person (including, any stockholder or creditor of the Guarantor), that has not heretofore been obtained is required in connection with the execution, delivery, performance, validity or enforceability of this Guaranty by Guarantor.

7. Notices. Notices under this Guaranty shall be deemed received if sent to the address specified below: (i) on the day received if served by overnight express delivery, and (ii) four Business Days after mailing if sent by certified, first class mail, return receipt requested. If transmitted by facsimile, such notice shall be deemed received when the confirmation of transmission thereof is received by the party giving the notice. Any party may change its address or facsimile to which notice is given hereunder by providing notice of the same in accordance with this Paragraph 7.

If delivered to Buyer, to it at

[_____]
Attn: [_____]
Fax: [_____]

If delivered to Guarantor, to it at

[_____]
Attn: [_____]
Fax: [_____]

8. Governing Law and Forum Selection. This Guaranty shall be governed by, and interpreted and construed in accordance with, the laws of the United States and the State of California, excluding choice of law rules. The Parties agree that any suit, action or other legal proceeding by or against any party (or its affiliates or designees) with respect to or arising out of this Guaranty shall be brought in the federal courts of the United States or the courts of the State of California sitting in the City and County of Los Angeles, California.

9. Miscellaneous. This Guaranty shall be binding upon Guarantor and its successors and assigns and shall inure to the benefit of Buyer and its successors and permitted assigns pursuant to the PPA. No provision of this Guaranty may be amended or waived except by a written instrument

executed by Guarantor and Buyer. This Guaranty is not assignable by Guarantor without the prior written consent of Buyer. No provision of this Guaranty confers, nor is any provision intended to confer, upon any third party (other than Buyer's successors and permitted assigns) any benefit or right enforceable at the option of that third party. This Guaranty embodies the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of the parties hereto, verbal or written, relating to the subject matter hereof. If any provision of this Guaranty is determined to be illegal or unenforceable (i) such provision shall be deemed restated in accordance with applicable Laws to reflect, as nearly as possible, the original intention of the parties hereto and (ii) such determination shall not affect any other provision of this Guaranty and all other provisions shall remain in full force and effect. This Guaranty may be executed in any number of separate counterparts, each of which when so executed shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Guaranty may be executed and delivered by electronic means with the same force and effect as if the same was a fully executed and delivered original manual counterpart.

10. WAIVER OF JURY TRIAL; JUDICIAL REFERENCE.

(a) JURY WAIVER. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

(b) JUDICIAL REFERENCE. IN THE EVENT ANY LEGAL PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA (THE "COURT") BY OR AGAINST ANY PARTY HERETO IN CONNECTION WITH ANY CONTROVERSY, DISPUTE OR CLAIM DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) (EACH, A "CLAIM") AND THE WAIVER SET FORTH IN THE PRECEDING PARAGRAPH IS NOT ENFORCEABLE IN SUCH ACTION OR PROCEEDING, THE PARTIES HERETO AGREE AS FOLLOWS:

- (i) ANY CLAIM (INCLUDING BUT NOT LIMITED TO ALL DISCOVERY AND LAW AND MOTION MATTERS, PRETRIAL MOTIONS, TRIAL MATTERS AND POST-TRIAL MOTIONS) WILL BE DETERMINED BY A GENERAL REFERENCE PROCEEDING IN ACCORDANCE WITH THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 THROUGH 645.1. THE PARTIES INTEND THIS GENERAL REFERENCE AGREEMENT

TO BE SPECIFICALLY ENFORCEABLE IN ACCORDANCE WITH CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638.

- (ii) UPON THE WRITTEN REQUEST OF ANY PARTY, THE PARTIES SHALL SELECT A SINGLE REFEREE, WHO SHALL BE A RETIRED JUDGE OR JUSTICE. IF THE PARTIES DO NOT AGREE UPON A REFEREE WITHIN TEN (10) DAYS OF SUCH WRITTEN REQUEST, THEN, ANY PARTY MAY REQUEST THE COURT TO APPOINT A REFEREE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 640(B).
- (iii) THE PARTIES RECOGNIZE AND AGREE THAT ALL CLAIMS RESOLVED IN A GENERAL REFERENCE PROCEEDING PURSUANT HERETO WILL BE DECIDED BY A REFEREE AND NOT BY A JURY.

[Signature on next page]

IN WITNESS WHEREOF, the undersigned has caused this Guaranty to be duly executed and delivered by its duly authorized representative on the date first above written.

GUARANTOR:

[_____]

By: _____

Printed Name: _____

Title: _____

BUYER:

[_____]

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT T

FORM OF CONSENT TO COLLATERAL ASSIGNMENT

This CONSENT AND AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “Consent”), dated as of [], is executed by **CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA**, a California joint powers authority (together with its successors, designees and assigns, “Contracting Party”), [], a Delaware limited liability company (together with its successors, designees and assigns, “Collateral Assignor”), and [], in its capacity as the collateral agent (together with its successors, designees and assigns in such capacity, “Collateral Agent”) for the Secured Parties (as defined in the Financing Agreement described below). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms, directly or by reference, in Exhibit A to the Financing Agreement.

RECITALS

A. [], a Delaware limited liability company (“Class B Member”), and [], a Delaware limited liability company (“Seller”, and jointly and severally with Class B Member, the “Borrower”) has entered into that certain Financing Agreement, dated as of [] (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Financing Agreement”), with the financial institutions from time to time party thereto as lenders (the “Lenders”), [], as Collateral Agent for the Secured Parties and as Administrative Agent, the Issuing Banks (each as defined therein), and any other agents and Persons party thereto, pursuant to which, among other things, the Secured Parties have agreed to extend financing to Borrower with respect to the construction, ownership, operation and maintenance of the Project (defined below).

B. Borrower’s subsidiaries are operating, and constructing and will operate, a solar photovoltaic power plant for the generation of electrical energy and storage and all related ancillary systems, located or to be located in California, and as further described in the Financing Agreement as the “Project” (the “Project”).

C. Collateral Assignor has entered into that certain Power Purchase and Sale Agreement, dated as of [] (as may be further amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms hereof, the “Assigned Agreement”) with Contracting Party.

D. As a condition to the extension of credit under the Financing Agreement, Collateral Assignor has entered into that certain Guaranty and Security Agreement, dated as of [] with Collateral Agent (as amended and in effect from time to time, the “Security Agreement”), pursuant to which Collateral Assignor has collaterally assigned and granted to Collateral Agent for the benefit of the Secured Parties a first-priority security interest in all of Collateral Assignor’s right, title and interest in, to and under the Assigned Agreement, including all of Collateral Assignor’s rights to receive payments under or with respect to the Assigned Agreement and all payments due and to become due to Collateral Assignor under or with respect to the Assigned Agreement, whether as contractual obligations, damages, indemnity payments or otherwise (collectively, the

“Assigned Collateral Interest”), as collateral security for satisfaction of all Obligations (as defined in the Financing Agreement) under the Financing Agreement and the other related financing documents (the “Financing Documents”).

E. It is a requirement under the Financing Agreement and the other Financing Documents that Contracting Party and the other parties hereto shall have executed this Consent.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree, notwithstanding anything to the contrary in the Assigned Agreement, as follows:

1. Consent and Agreement. Contracting Party:

(a) waives the Collateral Assignor’s requirement to provide prior written notice to the Contracting Party at least fifteen (15) business days prior to the assignment of the Assigned Collateral Interest pursuant to Section 14.3 of the Assigned Agreement, and acknowledges and consents in all respects to the assignment of the Assigned Collateral Interest as collateral security to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement and the terms hereof;

(b) acknowledges the right (but not the obligation) of Collateral Agent in the exercise of its rights and remedies under the Financing Agreement and the other Financing Documents, upon notice to Contracting Party that an Event of Default has occurred and is continuing under the Financing Agreement or any other Financing Documents, to cure any defaults of Collateral Assignor, make all demands, give all notices, take all actions, and exercise all rights of Collateral Assignor under the Assigned Agreement and agrees to accept any such exercise;

(c) agrees not to: (i) cancel, terminate, suspend performance or waive compliance under the Assigned Agreement, except as provided in the Assigned Agreement or by operation of law and, in any event, except as provided in Section 4 of this Consent; (ii) consent to or accept any cancellation, termination, suspension or waiver of the Assigned Agreement by Collateral Assignor without the prior written consent of Collateral Agent; or (iii) assign, transfer or otherwise dispose of (by operation of law or otherwise) any part of its right, title or interest in the Assigned Agreement, without the prior written consent of Collateral Agent (such consent not to be unreasonably withheld, conditioned or delayed);

(d) agrees not to amend, supplement or modify the Assigned Agreement in any material respect (excluding routine or immaterial change orders or amendments), unless Contracting Party provides the Collateral Agent with the proposed amendment, supplement, waiver, other modification or consent not less than fifteen (15) Banking Days prior to the proposed date of the execution thereof and the Collateral Agent consents in writing thereto (such consent not to be unreasonably withheld, conditioned or delayed); and

(e) agrees to promptly deliver to Collateral Agent duplicates or copies of all material notices of or with respect to actual or threatened litigation or arbitration, material default, suspension, material waiver or termination delivered by Contracting Party to Collateral Assignor under or pursuant to the Assigned Agreement.

2. Collateral Assignor's Acknowledgement. Collateral Assignor acknowledges and agrees that Contracting Party is authorized to perform its obligations under the Assigned Agreement in accordance with its terms upon notice by Collateral Agent, which notice shall be deemed to be in compliance with Collateral Agent's rights under the Security Agreement and this Consent without any obligation for investigation on the part of Contracting Party, and that Contracting Party shall bear no liability to Collateral Assignor in connection therewith.

3. Subsequent Transferee.

If Collateral Agent gives prior written notice to Contracting Party that an Event of Default under the Financing Agreement or any other Financing Document has occurred and is continuing and Collateral Agent has elected to exercise its rights and remedies pursuant to the Financing Agreement and the Security Agreement with respect to the foreclosure (whether judicial or nonjudicial) or sale of the Assigned Collateral Interest (or any portion thereof), Collateral Agent acknowledges and agrees it shall not assume, sell or otherwise dispose of the Assigned Collateral Interest (or any portion thereof) or any of Collateral Agent's rights under or to the Assigned Collateral Interest (or any portion thereof, and whether by foreclosure sale or other liquidation sale, conveyance in lieu of foreclosure or otherwise) unless, on or before the date of any such assumption, sale or disposition, Collateral Agent or any third party, as the case maybe, assuming, purchasing or otherwise acquiring the Assigned Agreement (or any portion thereof) (i) cures any and all defaults of Collateral Assignor under the Assigned Agreement (excluding any Personal Defaults (as defined below) that shall be deemed cured upon such foreclosure or assumption); (ii) pays Contracting Party any and all sums due and payable by Collateral Assignor to Contracting Party prior to any such assumption, sale or disposition, including but not limited to any and all damages owed by Collateral Assignor to Contracting Party; (iii) executes and delivers to Contracting Party a written assumption in which such proposed transferee (aa) expressly assumes all of Collateral Assignor's rights and obligations under the Assigned Agreement, (bb) expressly agrees to be bound by the terms of the Assigned Agreement to the same extent the Collateral Assignor is thereunder, and (cc) agrees it is subject to Contracting Party's rights and defenses under the Assigned Agreement and applicable law; and (iv) is a Permitted Transferee (collectively, a "Subsequent Transferee"). A "Permitted Transferee" means (i) the Collateral Agent; (ii) a proposed transferee (or its ultimate parent) who has a tangible net worth that is equal to or in excess of \$150,000,000, or a Credit Rating of at least BBB- from S&P, BBB- from Fitch, or Baa3 from Moody's, and has at least two (2) years of experience owning or operating power generating facilities of a size equal to or in excess of 100 MW ac or has hired a manager or operator with such qualifications to operate the Project; or (iii) any other person approved by the Contracting Party. As used herein, Personal Defaults mean defaults that are personal to the Collateral Assignor and not curable by the Collateral Agent, such as the bankruptcy or insolvency of the Collateral Assignor.

(a) Collateral Agent further acknowledges that the collateral assignment of the Assigned Collateral Interest is for security purposes and is subject to any defenses or causes of action Contracting Party may have against Collateral Assignor and that Collateral Agent does not have the right under the Assigned Agreement to enforce the provisions of the Assigned Agreement unless and until an event of default has occurred and is continuing under the Financing Agreement or other Financing Documents and to the extent that Collateral Agent has elected to exercise its rights and remedies pursuant to the Financing Agreement (each, a “Financing Default”), in which case Contracting Party shall (i) recognize the Subsequent Transferee as its counterparty under the Assigned Agreement and (ii) continue to perform its obligations under the Assigned Agreement in favor of the Subsequent Transferee; provided, however, that Collateral Assignor’s obligations under the Assigned Agreement shall continue in their entirety in full force and effect, and Contracting Party shall remain fully liable for all of its obligations under or relating to the Assigned Agreement. A Subsequent Transferee shall have the right to assign all of its interest in the Assigned Agreement to any person, subject to the limitations set forth in Section 3(a)(i)-(iii).

(b) Contracting Party acknowledges and agrees that, notwithstanding anything to the contrary in the Assigned Agreement, none of (i) the assignment of the Assigned Agreement pursuant to the Security Agreement, (ii) the foreclosure or any other enforcement action (any such action an “Enforcement Action”) undertaken by Collateral Agent in respect of its rights under the Security Agreement or any other related pledge agreement or mortgage (including any foreclosure on the direct or indirect membership interests of the Collateral Assignor), (iii) the acquisition of the rights of Collateral Assignor under the Assigned Agreement as a consequence of any Enforcement Action by Collateral Agent or any successor, assignee, designee or purchaser (each of whom shall be subject to the requirements in Section 3 of this Consent) (or acceptance of an absolute assignment of the Assigned Agreement in lieu of an Enforcement Action) or (iv) the assignment of the Assigned Agreement by Collateral Agent to a successor, assignee, designee or purchaser (each of whom shall be subject to the requirements in Section 3 of this Consent) following a purchase after an Enforcement Action or following an absolute assignment thereof in lieu of an Enforcement Action, in and of itself shall constitute a default by Collateral Assignor under the Assigned Agreement or shall result in termination thereof; provided, however, that nothing in this Section 3(c) shall preclude Contracting Party from declaring an event of default by the Collateral Assignor under the Assigned Agreement or a termination thereof for reasons other than those set forth in this Section 3(c).

Right to Cure. In the event of a default or breach by Collateral Assignor in the performance of any of its obligations under the Assigned Agreement, or upon the occurrence or non-occurrence of any event or condition under the Assigned Agreement which would immediately or with the passage of any applicable grace period or the giving of notice, or both, enable Contracting Party to terminate or suspend performance under the Assigned Agreement (hereinafter, a “Default”), Contracting Party shall not cancel, suspend or terminate the Assigned Agreement or its performance thereunder until it first gives written notice of such Default to Collateral Agent and affords Collateral Agent or its successor(s), assignee(s), or designee(s) (each of whom shall be subject to the requirements in Section 3 of this Consent) (a) a period of twenty (20) days from the Collateral Agent Default Notice Date (defined below) to cure such Default if such Default is the failure to pay amounts to Contracting Party which are due and payable under

the Assigned Agreement or (b) with respect to any other Default, the same cure period applicable to the Default in the Assigned Agreement; provided, if Collateral Agent provides notice to Contracting Party within such applicable cure period that Collateral agent intends to cure such non-payment Default but reasonable anticipates that it will require additional time as set forth in a cure plan provided to Contracting Party in accordance with Section 14.2(b) of the Assigned Agreement, then Collateral Agent shall have a reasonable opportunity, but no more than ninety (90) days from the Collateral Agent Default Notice Date (defined below) to cure such nonpayment Default (provided that during such cure period Collateral Agent or Collateral Assignor continues to perform each of Collateral Assignor's other obligations under the Assigned Agreement capable of being cured). The "Collateral Agent Default Notice Date" shall mean the later to occur of (Y) receipt of such notice and (Z) the expiration of the cure periods available to the Collateral Assignor under the Assigned Agreement. Notwithstanding anything to the contrary herein, if and only if the Default is a Personal Default, then, notwithstanding any right that Contracting Party may have to terminate the Assigned Agreement, Collateral Agent shall be entitled to assume the rights and obligations of Collateral Assignor within the cure period described in Section 4(b) (as extended pursuant to the following sentences), and provided that such assumption has occurred within such period and Collateral Agent has commenced taking the actions contemplated by the next sentence which it hereby acknowledges and agrees are required to cure a Personal Default (or for such Personal Default to be deemed cured), Contracting Party shall not be entitled to terminate the Assigned Agreement as a result of such Default. Upon the occurrence of an event of Personal Default whereby possession of the Project is necessary to cure such Personal Default, and Collateral Agent or its successor(s), assignee(s), or designee(s) (each of whom shall be subject to the requirements in Section 3 of this Consent) declares an Event of Default under the Financing Agreement or any other Financing Document and commences foreclosure proceedings or any other proceedings necessary to take possession of such Project within thirty (30) calendar days of the Collateral Agent Default Notice Date, Collateral Agent or its successor(s), assignee(s), or designee(s) (each of whom shall be subject to the requirements in Section 3 of this Consent) will be allowed a reasonable period to complete such proceedings, but in no event more than one hundred twenty (120) days from Collateral Agent Default Notice Date provided that the Collateral Agent cures all monetary Defaults upon completion of such foreclosure proceedings, including but not limited to payment by Collateral Agent of any and all damages owed by Collateral Assignor to Contracting Party. After taking possession of such Project, Collateral Agent or its successor(s), assignee(s), or designee(s) (each of whom shall be subject to the requirements in Section 3 of this Consent) shall commence curing such breach or Default within twenty (20) days after having possession of such Project and thereafter diligently to pursue such cure to completion within the period that is one hundred twenty (120) days from the Collateral Agent Default Notice Date. If Collateral Agent or its successor(s), assignee(s), or designee(s) (each of whom shall be subject to the requirements in Section 3 of this Consent) is prohibited by any court order, stay or injunction, or bankruptcy or insolvency proceedings of Collateral Assignor from curing the Default or from commencing or prosecuting such proceedings, the foregoing time periods shall be extended by the period of such prohibition, but in no event shall the period be extended beyond the date that is 180 days from the Collateral Agent Notice Default Date ("Tolled Cure Period"); provided, however, that if at any time during any applicable cure period, the Collateral Agent or its successor(s), assignee(s), or designee(s) has determined that it will no longer take any action to cure such breach or Default, the Collateral Agent shall promptly notify the Contracting Party in writing of such

determination and, following such notice, the Contracting Party shall have the right to suspend or terminate the Assigned Agreement or exercise its other remedies for such breach or Default, all in accordance with the terms of the Assigned Agreement. The Parties agree that notwithstanding anything to the contrary set forth herein, Contracting Party shall have the right to take any action permitted under the Assigned Agreement in respect of an event of default thereunder after the expiration of the cure periods set forth above or at any time during the Tolled Cure Period for a Personal Default if the Collateral Agent or Collateral Assignor fails to perform each of Collateral Assignor's other obligations under the Assigned Agreement (subject to the applicable cure periods set forth in Section 4(a) or (b) for any such other Default) and, for the avoidance of doubt, the extended cure periods set forth above that apply to periods of time in addition to the period of up to 90 days from the Collateral Agent Default Notice Date, apply solely to Personal Defaults and not to any other default under the Assigned Agreement.

4. In the event that the Assigned Agreement is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding of the Collateral Assignor, to the extent permitted by applicable law, Contracting Party and Collateral Assignor shall enter into a new contract with the Collateral Agent or its transferee, assignee or designee. Such new contract shall be on the same terms and conditions as the original Assigned Agreement for the remaining term of the original Assigned Agreement before giving effect to such termination.

5. No Liability. Contracting Party acknowledges and agrees that neither Collateral Agent nor the Secured Parties (nor any successor(s), assignee(s), designee(s) (each of whom shall be subject to the requirements in Section 3 of this Consent) or other representative of Collateral Agent or the Secured Parties) shall have any liability or obligation under the Assigned Agreement as a result of exercising its rights under this Consent (other than as a Subsequent Transferee under Section 3 of this Consent), the Financing Agreement or any other Financing Document, and neither Collateral Agent nor the Secured Parties (nor any successor(s), assignee(s), designee(s) (each of whom shall be subject to the requirements in Section 3 of this Consent) or other representative of Collateral Agent or the Secured Parties) shall be obligated or required to perform any of Collateral Assignor's obligations under the Assigned Agreement or to take any action to collect or enforce any claim for payment assigned under the Financing Agreement or any other Financing Document, except during any period in which such Person has elected to become a Subsequent Transferee pursuant to Section 3 of this Consent, in which case such Subsequent Transferee shall assume all of Collateral Assignor's rights and obligations under the Assigned Agreement in accordance with Section 3 of this Consent, provided, that the obligations of such Subsequent Transferee shall be no more but no less than that of Collateral Assignor under the Assigned Agreement

6. Liability Agreement. Collateral Assignor agrees to pay, and to hold Contracting Party harmless from, any and all balance owed, loss, liability, damage, claim, cost or expense, including without limitation, any direct, indirect or consequential loss, liability, damage, claim, cost or expenses, including legal fees and expenses (collectively, "Losses") in connection with or arising out of this Consent, other than Losses arising out of or relating to a breach or repudiation of Section 1 or Section 10 hereof.

7. Payment of Monies. Commencing on the date of this Consent and until the earlier

to occur of the (i) Term Conversion Date and (ii) Discharge Date, Contracting Party agrees to make all payments (if any) required to be made by it under the Assigned Agreement in U.S. dollars and in immediately available funds directly to the account described immediately below, or, if Contracting Party has been notified in writing by Collateral Agent (with a copy to Collateral Assignor) that an Event of Default under the Financing Agreement has occurred and is continuing, to such other Person or at such other address or account as Collateral Agent may from time to time specify in writing to Contracting Party. Collateral Assignor hereby instructs Contracting Party, and Contracting Party accepts such instructions, to make all payments due and payable to Collateral Assignor under the Assigned Agreement as set forth in the immediately preceding sentence. Collateral Assignor hereby consents to the foregoing and instructs Contracting Party to do so. Collateral Assignor hereby releases Contracting Party from all liability for making payments to the Collateral Agent in accordance with the requirements of this Section.

ACCOUNT:

LLC - Disbursement Account Account Number:
Bank Name:
Bank Address:
ABA:
Credit:

8. Setoffs and Deductions. Each of Collateral Assignor and Collateral Agent agrees that Contracting Party shall have any rights of set off expressly available to it under the Assigned Agreement. The parties hereto acknowledge and agree that Section 8 above is solely an instruction as to where payment is to be sent and is not a separate payment obligation of the Contracting Party from the payment obligations set forth in the Assigned Agreement.

9. Representations and Warranties. Contracting Party hereby represents and warrants to Collateral Assignor and Collateral Agent, as of the date of this Consent that:

(a) Contracting Party (i) is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation/incorporation, (ii) is duly qualified, authorized to do business and in good standing under the laws of the jurisdiction of its formation/incorporation and in every other jurisdiction necessary to perform its obligations under the Assigned Agreement and this Consent, and (iii) has all requisite power and authority to conduct its business as now conducted, to own its properties and assets, and to execute, deliver and perform its obligations under the Assigned Agreement and this Consent, and to carry out the terms thereof and hereof and the transactions contemplated thereby and hereby;

(b) The execution, delivery and performance by Contracting Party of the Assigned Agreement and this Consent, and the consummation of the transactions contemplated thereby and hereby, have been duly authorized by all necessary corporate or limited liability company action, as applicable, and do not and will not require any further authorizations, consents or approvals or filings with any Person which have not been obtained or made, or violate or conflict with any provision of any law, regulation, order, permit, license, rule, judgment, injunction, or similar matters or breach any material agreement, indenture, contract or organizational document

presently in effect with respect to or binding on Contracting Party or any properties to which Contracting Party may be bound;

(c) Contracting Party, to the best of Contracting Party's actual knowledge, is not in default under any document or instrument referred to in the preceding paragraph (b), or any of its obligations thereunder;

(d) All governmental approvals necessary for the execution, delivery and performance by Contracting Party of its obligations under the Assigned Agreement have been obtained and are in full force and effect, except those governmental approvals routinely obtained during the ordinary course of business during the execution of the applicable Project;

(e) Each of this Consent and the Assigned Agreement is in full force and effect, has been duly executed and delivered on behalf of Contracting Party by the appropriate representatives of Contracting Party, constitutes the legal, valid and binding obligation of Contracting Party, enforceable against Contracting Party in accordance with their respective terms except as enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting the enforcement of rights generally;

(f) The Assigned Agreement is in full force and effect and has not been amended, supplemented or modified, and there are no related change orders and like documents. The Assigned Agreement and this Consent are the only agreements between Contracting Party and Collateral Assignor;

(g) There is no litigation, action, suit, proceeding or investigation at law or in equity by or before any governmental authority, arbitral tribunal or other body now pending or, to the actual knowledge of Contracting Party, threatened against or affecting Contracting Party that (i) questions the validity, binding effect or enforceability hereof or of the Assigned Agreement, or any action taken or to be taken pursuant hereto or thereto or any transactions contemplated hereby or thereby, (ii) could have a materially adverse effect on the performance of the obligations hereof or of the Assigned Agreement or the condition (financial or otherwise), business, or operation of Contracting Party, or (iii) could modify or otherwise adversely affect any required approvals, filings or consents which have previously been obtained or made;

(h) To Contracting Party's actual knowledge, (i) no event of force majeure exists under, and as defined in, the Assigned Agreement, (ii) no event or condition exists which would either immediately or with the passage of any applicable grace period or giving of notice, or both, enable Contracting Party to terminate or suspend its obligations under the Assigned Agreement, (iii) there are no disputes or legal proceedings between Contracting Party and Collateral Assignor, and (iv) Collateral Assignor does not owe any indemnity payments or other amounts to Contracting Party under the Assigned Agreement, and no amounts are currently due and payable to Contracting Party under the Assigned Agreement which have not been paid;

(i) Notwithstanding anything to the contrary in the Assigned Agreement, after giving effect to the assignment by Collateral Assignor to Collateral Agent of the Assigned Collateral Interest as set forth herein and pursuant to the Security Agreement, and after giving effect to the

acknowledgment of and consent to such assignment by Contracting Party, there exists no event or condition which would constitute a default, or which would, with the giving of notice or lapse of time or both, constitute a default under the Assigned Agreement. Contracting Party, to the actual knowledge of Contracting Party, has complied with all conditions precedent to the respective obligations of such parties to perform under the Assigned Agreement;

(j) Other than this Consent and the Security Agreement, the Contracting Party is not actually aware of any pledge, assignment or other transfer of any interest in the Assigned Agreement; and

(k) To Contracting Party's actual knowledge there are no facts entitling Contracting Party to any claim, counterclaim, offset or defense against Collateral Assignor in respect to the Assigned Agreement.

Each of the representations and warranties set forth in this Section 10 shall survive the execution and delivery of this Consent and the consummation of the transactions contemplated hereby for a period of three (3) years.

10. No Representation or Warranty Regarding Collateral Assignor's Interest in Assigned Agreement. Collateral Assignor and Collateral Agent each recognizes and acknowledges that Collateral Assignor makes no representation or warranty, express or implied, that Collateral Assignor has any right, title, or interest in the Assigned Agreement or as to the priority of the assignment for security purposes of the Assigned Agreement or the Assigned Collateral Interest.

11. Notices. Any communications hereunder between or among the parties hereto, or any notices provided herein to be given, may be given to the following addresses:

If to Contracting Party: Clean Power Alliance of Southern California,
801 S. Grand Ave., Suite 400
Los Angeles, CA 90017
Attn: Executive Director
Phone: (213) 269-5870
Email: tbardacke@cleanpoweralliance.org

If to Collateral Agent:

If to Collateral Assignor: LLC
c/o Solar Asset Management LLC
4900 Scottsdale Road, Suite 5000 Scottsdale,
AZ 85251
Attn: VP Asset Management
Tel: (480) 424-1240
Email:
am@clearwayenergy.com

With copy to: LLC

c/o Solar Asset Management LLC
5790 Fleet Street, Suite 200
Carlsbad, CA 92008
Attn: General Counsel
Tel: (760) 710-2187
Email: legal@clearwayenergy.com

All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered as properly given (a) if delivered in person, (b) if sent by overnight delivery service, (c) if mailed by first class mail, postage prepaid, registered or certified with return receipt requested, or (d) if sent by facsimile. Any notice or other communication so given shall be effective upon receipt by the addressee, except that any notice or other communication so transmitted by facsimile shall be deemed to have been validly and effectively given on the day (if a Banking Day and, if not, on the next following Banking Day) on which it is transmitted if transmitted before 5:00 p.m., recipient's time, and if transmitted after that time, on the next following Banking Day; provided, however, that if any notice or other communication is tendered to an addressee and the delivery thereof is refused by such addressee, such notice or other communication shall be effective upon such tender. Any party shall have the right to change its address for notice hereunder by giving written notice of such change to the other parties in the manner set forth in this Section 12. As used herein, "Banking Day" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday and shall be between the hours of 8:00 a.m. and 5:00 p.m. local time for the relevant Party's principal place of business where the relevant Party, in each instance unless otherwise specified, shall be the Party from whom the notice, payment or delivery is being sent and by whom the notice or payment or delivery is to be received.

12. Binding Effect; Amendments. This Consent shall be binding upon and shall inure to the benefit of Contracting Party, Collateral Assignor, Collateral Agent and the Secured Parties and their respective successors, transferees and permitted assigns (including, without limitation, any Person that refinances all or any portion of the Obligations under the Financing Agreement). Contracting Party also agrees to cause any successor-in-interest to Contracting Party with respect to its interest in the Assigned Agreement to assume, in writing in form and substance reasonably satisfactory to Collateral Agent and the Secured Parties, the obligations of Contracting Party hereunder. No termination, amendment, variation or waiver of any provisions of this Consent shall be effective unless in writing and signed by Contracting Party, Collateral Agent and Collateral Assignor.

13. Governing Law. THIS CONSENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH, AND THIS CONSENT AND ALL MATTERS ARISING OUT OF THIS CONSENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, THE LAW OF THE STATE OF CALIFORNIA WITHOUT REGARD TO ANY CONFLICTS OF LAWS PROVISIONS THEREOF THAT WOULD RESULT IN THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

14. Venue. NOTWITHSTANDING ANY RIGHT THAT THEY MAY OTHERWISE HAVE UNDER LAW TO VENUE IN OTHER COUNTIES OR LOCATION, THE PARTIES

CONSENT TO EXCLUSIVE JURISDICTION AND VENUE OF THE UNITED STATES DISTRICT COURT OR CALIFORNIA STATE COURT SITTING IN THE CITY AND COUNTY OF LOS ANGELES, CALIFORNIA FOR THE LITIGATION OF DISPUTES OF ANY NATURE ARISING OUT OF OR RELATING TO THIS CONSENT INCLUDING, WITHOUT LIMITATION, DISPUTES SOUNDING IN CONTRACT, TORT OR BASED ON STATUTE OR REGULATION, THAT THE PARTIES ARE UNABLE TO SETTLE BETWEEN THEMSELVES. **CONTRACTING PARTY, COLLATERAL ASSIGNOR AND COLLATERAL AGENT IRREVOCABLY CONSENT TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH ACTION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL TO CONTRACTING PARTY AT ITS NOTICE ADDRESS PROVIDED PURSUANT TO SECTION 11 HEREOF. EACH OF CONTRACTING PARTY, COLLATERAL ASSIGNOR AND COLLATERAL AGENT IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.**

15. Further Assurances. Contracting Party will, upon the reasonable written request of Collateral Agent, execute and deliver such further documents and do such other acts and things as may be necessary to effectuate the purposes of this Consent at Collateral Assignor's cost and expense.

16. Severability. If any provision of this Consent is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Consent shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provision with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provision. The invalidity of a provision of this Consent in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

17. Counterparts. This Consent may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signatures are physically attached to the same document. Delivery of an executed counterpart of a signature page to this Consent by facsimile or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Consent.

18. Headings. The headings of the sections and subsections of this Consent are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Consent.

19. Interpretation. All references in this Consent to any document, instrument or agreement (a) shall include all contract variations, change orders, exhibits, schedules and other

attachments thereto, and (b) shall include all documents, instruments or agreements issued or executed in replacement thereof, as amended, modified and supplemented from time to time and in effect at any given time. In the event of any conflict between the terms, conditions and provisions of this Consent and any agreement, document or instrument, the terms, conditions and provisions of this Consent shall prevail.

20. Collateral Agent's Rights. The Collateral Agent shall have the right to assign the Assigned Agreement to a Person to whom the applicable Project is transferred, subject to the limitations set forth in Section 3(a)(i)-(iii). Upon such assignment, the Collateral Agent shall be released from any further liability under the Assigned Agreement or such new agreement to the extent of the interest assigned.

21. Acknowledgements. The Contracting Party and Collateral Assignor acknowledge and agree with respect to the Assigned Agreement that:

- (i) The Collateral Agent and the Secured Parties are "Lenders" under the Assigned Agreement and shall have all rights of Lenders under the Assigned Agreement.
- (ii) For avoidance of doubt, the restriction set forth in Section 11.6 of the Assigned Agreement applies only to the [] MWac portion of Collateral Assignor's [] MWac Project comprised by the "Facility" (as defined in the Assigned Agreement) to which the Assigned Agreement relates and shall not restrict any sale to any third party from any portion of the other [] MWac portion of the Project.

[SIGNATURES FOLLOW]

EXHIBIT U

Supply Chain Code of Conduct

Buyer is committed to ensuring that the fundamental human rights of workers are protected, including addressing the potential risks of forced labor, child labor, servitude, human trafficking and slavery across our portfolio.

Our requirements and expectations for Seller's direct equipment suppliers are detailed below in our Supply Chain Code of Conduct ("**Supply Chain Code**"). Seller must comply with all applicable Laws and this Supply Chain Code, even when this Supply Chain Code exceeds the requirements of applicable Law.

These standards are derived from the United Nations Guiding Principles on Business and Human Rights, the Core Conventions of the International Labour Organization ("ILO"), including the ILO Declaration on Fundamental Principles and Rights at Work, the Solar Energy Industries Association Solar Industry Commitment to Environmental & Social Responsibility, and the Responsible Business Alliance Code of Conduct.

1. **Freely Chosen Employment**

Forced, bonded (including debt bondage) or indentured labor, involuntary or exploitative prison labor, slavery or trafficking of persons is not permitted. This includes transporting, harboring, recruiting, transferring, or receiving persons by means of threat, force, coercion, abduction or fraud for labor or services. There shall be no unreasonable restrictions on workers' freedom of movement in the facility in addition to unreasonable restrictions on entering or exiting company provided facilities including, if applicable, workers' dormitories or living quarters. All work must be voluntary, and workers shall be free to leave work at any time or terminate their employment without penalty if reasonable notice is given as per worker's contract. Employers, agents, and sub-agents' may not hold or otherwise destroy, conceal, or confiscate identity or immigration documents, such as government-issued identification, passports, or work permits. Employers can only hold documentation if such holdings are required by law. In this case, at no time should workers be denied access to their documents. Workers shall not be required to pay employers' agents or sub-agents' recruitment fees or other related fees for their employment. If any such fees are found to have been paid by workers, such fees shall be repaid to the worker.

2. **Young Workers**

Child labor is not to be used in any stage of manufacturing. The term "child" refers to any person under the age of 15, or under the age for completing compulsory education, or under the minimum age for employment in the country, whichever is greatest. Suppliers shall implement an appropriate mechanism to verify the age of workers. The use of legitimate workplace learning programs, which comply with all laws and regulations, is supported. Workers under the age of 18 shall not perform work that is likely to jeopardize their health or safety, including night shifts and overtime. Suppliers shall ensure proper management of student workers through proper maintenance of student records, rigorous due diligence of educational partners, and protection of students' rights in accordance with applicable laws and regulations. Suppliers shall provide appropriate support and training to all student workers. In the absence of local law, the wage rate for student workers, interns, and apprentices shall be at least the same wage rate as other entry-level workers performing equal or similar tasks. If child labor is identified, assistance/remediation is provided.

3. Working Hours

Studies of business practices clearly link worker strain to reduced productivity, increased turnover, and increased injury and illness. Working hours are not to exceed the maximum set by local law. Further, a workweek should not be more than 60 hours per week, including overtime, except in emergency or unusual situations. All overtime must be voluntary. Workers shall be allowed at least one day off every seven days.

4. Wages and Benefits

Compensation paid to workers shall comply with all applicable wage laws, including those relating to minimum wages, overtime hours and legally mandated benefits. In compliance with local laws, workers shall be compensated for overtime at pay rates greater than regular hourly rates. Deductions from wages as a disciplinary measure shall not be permitted. For each pay period, workers shall be provided with a timely and understandable wage statement that includes sufficient information to verify accurate compensation for work performed. All use of temporary, dispatch and outsourced labor will be within the limits of the local law.

5. Humane Treatment

There is to be no harsh or inhumane treatment including violence, gender-based violence, sexual harassment, sexual abuse, corporal punishment, mental or physical coercion, bullying, public shaming, or verbal abuse of workers; nor is there to be the threat of any such treatment. Disciplinary policies and procedures in support of these requirements shall be clearly defined and communicated to workers.

6. Non-Discrimination/Non-Harassment

Suppliers should be committed to a workplace free of harassment and unlawful discrimination. Companies shall not engage in discrimination or harassment based on race, color, age, gender, sexual orientation, gender identity and expression, ethnicity or national origin, disability, pregnancy, religion, political affiliation, union membership, covered veteran status, protected genetic information or marital status in hiring and employment practices such as wages, promotions, rewards, and access to training. Workers shall be provided with reasonable accommodation for religious practices. In addition, workers or potential workers should not be subjected to medical tests that could be used in a discriminatory way or otherwise in violation of applicable law. This was drafted in consideration of ILO Discrimination (Employment and Occupation) Convention (No.111).

7. Freedom of Association

In conformance with local law, Suppliers shall respect the right of all workers to form and join trade unions of their own choosing, to bargain collectively, and to engage in peaceful assembly as well as respect the right of workers to refrain from such activities. Workers and/or their representatives shall be able to openly communicate and share ideas and concerns with management regarding working conditions and management practices without fear of discrimination, reprisal, intimidation, or harassment.

RENEWABLE POWER PURCHASE AGREEMENT

COVER SHEET

Seller: Resurgence Solar II, LLC

Buyer: Clean Power Alliance of Southern California, a California joint powers authority

Description of Facility: A solar photovoltaic electric generating facility with a net nameplate capacity of 48 MW AC coupled with a lithium ion (Li-Ion) battery storage facility with a net nameplate capacity of 40 MW AC / 160 MWh located near the City of Boron within San Bernardino County, California, as described further in Exhibit A.

Milestones:

Milestone	Expected Date for Completion
Documentation of Conditional Use Permit if required: CEQA [X] Cat Ex, []Neg Dec, []Mitigated Neg Dec, []EIR	12/31/2021
Expected Construction Start Date	██████████
Initial Synchronization	2/1/2023
Expected Date of CAISO Commercial Operation	3/31/2023
Expected Commercial Operation Date	3/31/2023

Delivery Term: Twenty (20) Contract Years

Delivery Term Expected Energy:

Contract Year	Expected Energy (MWh)
1	144,161
2	██████████
3	██████████
4	██████████
5	██████████

6	████████
7	████████
8	████████
9	████████
10	████████
11	████████
12	████████
13	████████
14	████████
15	████████
16	████████
17	████████
18	████████
19	████████
20	████████

Guaranteed Capacity: 88 MW of total Facility capacity

Guaranteed Storage Capacity: 40 MW of Installed Storage Capacity at four (4) hours of continuous discharge

Guaranteed PV Capacity: 48 MW of Installed PV Capacity

Guaranteed Efficiency Rate:

Contract Year	Guaranteed Efficiency Rate
1	████
2	██████
3	██████

4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

Guaranteed Construction Start Date: 6/1/2022

Guaranteed Commercial Operation Date: 3/31/2023

Contract Price

The Renewable Rate shall be:

Contract Year	Renewable Rate
1 – 20	\$ [REDACTED] /MWh (flat) with no escalation

The Storage Rate shall be:

Contract Year	Storage Rate
1 – 20	\$█/kW-mo. (flat) with no escalation

Product

- PV Energy
- Discharging Energy
- Green Attributes (if Renewable Energy Credit, please check the applicable box below):
 - Portfolio Content Category 1
 - Portfolio Content Category 2
 - Portfolio Content Category 3
- Installed Storage Capacity and Effective Storage Capacity
- Ancillary Services
- Capacity Attributes (select options below as applicable)
 - Energy Only Status
 - Full Capacity Deliverability Status for Installed Storage Capacity

Anticipated Flexible Capacity: Amount: Guaranteed Storage Capacity (MW)

Scheduling Coordinator: Buyer

Security Amounts:

Development Security: \$60/kW of Guaranteed PV Capacity plus \$90/kW of Guaranteed Storage Capacity

Performance Security: \$60/kW of Installed PV Capacity plus \$90/kW of Installed Storage Capacity

Guarantor: NextEra Energy Capital Holdings, Inc. (as of the Effective Date)

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RENEWABLE POWER PURCHASE AGREEMENT

This Renewable Power Purchase Agreement (“**Agreement**”) is entered into as of _____ (the “**Effective Date**”), between Buyer and Seller. Buyer and Seller are sometimes referred to herein individually as a “**Party**” and jointly as the “**Parties**.” All capitalized terms used in this Agreement are used with the meanings ascribed to them in Article 1 to this Agreement.

RECITALS

WHEREAS, Seller intends to develop, design, construct, own, and operate the Facility;
and

WHEREAS, Seller desires to sell, and Buyer desires to purchase, on the terms and conditions set forth in this Agreement, the Product;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree to the following:

ARTICLE 1 DEFINITIONS

1.1 **Contract Definitions.** The following terms, when used herein with initial capitalization, shall have the meanings set forth below:

“**AC**” means alternating current.

“**Accepted Compliance Costs**” has the meaning set forth in Section 3.12(c).

“**Adjusted Energy Production**” has the meaning set forth in Exhibit G.

“**Affiliate**” means, with respect to any Person, each Person that directly or indirectly controls, is controlled by, or is under common control with such designated Person. For purposes of this definition and the definition of “Permitted Transfer” and “Permitted Transferee”, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean (a) the direct or indirect right to cast at least fifty percent (50%) of the votes exercisable at an annual general meeting (or its equivalent) of such Person or, if there are no such rights, ownership of at least fifty percent (50%) of the equity or other ownership interest in such Person, or (b) the right to direct the policies or operations of such Person. Notwithstanding the foregoing, with respect to Seller, Affiliate shall include NextEra Energy Operating Partners, LP and NextEra Energy Partners, LP, and their respective direct or indirect Affiliate subsidiaries.

“**After-Tax Basis**” means, with respect to any payment received, or deemed to have been received, by any Person, the amount of such payment (the “Base Payment”), supplemented by a further payment (the “Additional Payment”) to such Person so that the sum of the Base Payment plus the Additional Payment will be equal to the Base Payment, after deduction of the amount of all taxes required to be paid by such Person in respect of the receipt or accrual of the Base Payment

and the Additional Payment (taking into account any current or previous credits or deductions arising from the underlying event giving rise to the payment, the Base Payment and the Additional Payment). Such calculations shall be made on the assumption that the recipient is subject to Federal income taxation at the statutory rate applicable to corporations under subchapter C of the Internal Revenue Code of 1986, as amended, and subject to the highest state and local income tax rate then in effect for corporations in the states in which the Person is subject to taxation during the applicable fiscal year, and shall take into account the deductibility, if applicable (for Federal income tax purposes), of state and local income taxes.

“**Agreement**” has the meaning set forth in the Preamble and includes the Cover Sheet and any Exhibits, schedules and any written supplements hereto.

“**Ancillary Services**” means spinning reserve, non-spinning reserve, regulation up, regulation down, voltage support, and any other ancillary services that the Facility is capable of providing consistent with the Operating Restrictions, as each is defined in the CAISO Tariff.

“**Annual Storage Capacity Availability**” has the meaning set forth in Exhibit P.

“**Anticipated Flexible Capacity**” means the amount and category of Flexible Capacity identified on the Cover Sheet which Seller anticipates as of the Effective Date that the Facility will be qualified by the CAISO to provide to Buyer.

“**Approved Forecast Vendor**” means (x) any of CAISO or (y) any other vendor reasonably acceptable to both Buyer and Seller for the purposes of providing or verifying the forecasts under Section 4.3(d).

“**Assignment Agreement**” has the meaning set forth in Section 14.5.

“**Automated Dispatch System**” or “**ADS**” has the meaning set forth in the CAISO Tariff.

“**Automatic Generation Control**” or “**AGC**” has the meaning set forth in the CAISO Tariff.

“**Availability Notice**” means Seller’s availability forecasts issued pursuant to Section 4.3 with respect to the available Effective Storage Capacity and available Storage Capability.

“**Availability Standards**” has the meaning set forth in the CAISO Tariff or such other similar term as modified and approved by FERC hereafter to be incorporated in the CAISO Tariff.

“**Bankrupt**” or “**Bankruptcy**” means with respect to any entity, such entity that (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar Law, (b) has any such petition filed or commenced against it which remains unstayed or undismissed for a period of ninety (90) days, (c) makes an assignment or any general arrangement for the benefit of creditors, (d) otherwise becomes bankrupt or insolvent (however evidenced), (e) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any

substantial portion of its property or assets, or (f) is generally unable to pay its debts as they fall due.

“**Battery Charging Factor**” means the percentage SOC of the Storage Facility after the first five (5) hours of the charging phase of the applicable Storage Capacity Test.

“**Battery Discharging Factor**” means one (1) minus the percentage SOC of the Storage Facility after the first four (4) hours of the discharging phase of the applicable Storage Capacity Test.

“**Business Day**” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday in California. A Business Day begins at 8:00 a.m. and ends at 5:00 p.m. local time for the Party sending a Notice, or payment, or performing a specified action.

“**Buyer**” has the meaning set forth on the Cover Sheet.

“**Buyer Assignee**” has the meaning set forth in Section 14.5.

“**Buyer Bid Curtailment**” means the occurrence of both of the following:

(a) the CAISO provides notice to a Party or the Scheduling Coordinator for the Generating Facility, requiring the Party to deliver less PV Energy from the Generating Facility than the full amount of Energy forecasted in accordance with Section 4.3 to be produced from the Generating Facility for a period of time; and

(b) for the same time period as referenced in (a), the notice referenced in (a) results from Buyer or the SC for the Generating Facility:

- (i) not having submitted a Self-Schedule or an Energy Supply Bid for the MWs subject to the reduction; or
- (ii) having submitted an Energy Supply Bid and the MWs subject to the reduction were not awarded a schedule in connection with such Energy Supply Bid; or
- (iii) having submitted a Self-Schedule for less than the full amount of Facility Energy forecasted to be generated by or delivered from the Generating Facility.

If the Generating Facility is subject to a Planned Outage, Forced Facility Outage, Force Majeure Event and/or a Curtailment Period during the same time period as referenced in (a), then the calculation of Deemed Delivered Energy during such period shall not include any PV Energy that was not generated or stored due to such Planned Outage, Forced Facility Outage, Force Majeure Event or Curtailment Period.

“**Buyer Curtailment Order**” means the instruction from Buyer to Seller to reduce PV Energy from the Generating Facility by the amount, and for the period of time set forth in such instruction, for reasons unrelated to a Planned Outage, Forced Facility Outage, Force Majeure Event affecting the Facility and/or Curtailment Order.

“Buyer Curtailment Period” means the period of time, as measured using current Settlement Intervals, during which Seller reduces PV Energy from the Generating Facility pursuant to or as a result of (a) Buyer Bid Curtailment, (b) a Buyer Curtailment Order or (c) a Buyer Event of Default hereunder which directly causes Seller to be unable to deliver PV Energy to the Delivery Point; *provided*, the duration of any Buyer Curtailment Period shall be inclusive of the time required for the Generating Facility to ramp down and ramp up.

“Buyer Default” means an Event of Default of Buyer.

“Buyer Dispatched Test” has the meaning in Section 4.9(c).

“Buyer’s Indemnified Parties” has the meaning set forth in Section 18.2.

“Buyer’s WREGIS Account” has the meaning set forth in Section 4.10(a).

“CAISO” means the California Independent System Operator Corporation or any successor entity performing similar functions.

“CAISO Certification” means the certification and testing requirements for a storage unit set forth in the CAISO Tariff that are applicable to the Facility, including certification and testing for all Ancillary Services, PMAX, and PMIN associated with such storage units, that are applicable to the Facility.

“CAISO Charges Invoice” has the meaning set forth in Exhibit D.

“CAISO Commercial Operation” has the meaning of “Commercial Operation” set forth in the CAISO Tariff.

“CAISO Dispatch” means any Charging Notice or Discharging Notice given by the CAISO to the Facility, whether through ADS, AGC or any successor communication protocol, communicating an Ancillary Service Award (as defined in the CAISO Tariff) or directing the Storage Facility to charge or discharge at a specific MW rate for a specified period of time or amount of MWh.

“CAISO Grid” has the same meaning as “CAISO Controlled Grid” as defined in the CAISO Tariff.

“CAISO Tariff” means the California Independent System Operator Corporation Agreement and Tariff, Business Practice Manuals (BPMs), and Operating Procedures, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time to time and approved by FERC.

“Calculation Interval” has the meaning set forth in Exhibit P.

“California Renewables Portfolio Standard” or **“RPS”** means the renewable energy program and policies established by California State Senate Bills 1038 (2002), 1078 (2002), 107 (2008), X-1 2 (2011), 350 (2015), and 100 (2018) as codified in, *inter alia*, California Public

Utilities Code Sections 399.11 through 399.31 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time.

“Capacity Attribute” means any current or future defined characteristic, certificate, tag, credit, or accounting construct associated with the amount of power that the Facility can generate and deliver to the Delivery Point at a particular moment and that can be purchased, sold or conveyed under CAISO or CPUC market rules, including Resource Adequacy Benefits.

“Capacity Availability Factor” has the meaning set forth in Exhibit C.

“Capacity Damages” means collectively Storage Capacity Damages and PV Capacity Damages.

“Capacity Test” or **“CT”** means the Commercial Operation Storage Capacity Test, Storage Capacity Test, or any other test conducted pursuant to Exhibit O.

“CEC” means the California Energy Commission or its successor agency.

“CEC Certification and Verification” means that the CEC has certified (or, with respect to periods before the date that is one hundred eighty (180) days following the Commercial Operation Date, that the CEC has pre-certified) that the Generating Facility is an Eligible Renewable Energy Resource for purposes of the California Renewables Portfolio Standard and that all PV Energy delivered to the Delivery Point qualifies as generation from an Eligible Renewable Energy Resource.

“CEC Precertification” means that the CEC has issued a precertification for the Facility indicating that the planned operations of the Facility would comply with applicable CEC requirements for CEC Certification and Verification.

“Change of Control” means, except in connection with public market transactions of equity interests or capital stock of Seller’s Ultimate Parent, any circumstance in which Ultimate Parent ceases to own, directly or indirectly through one or more intermediate entities, more than fifty percent (50%) of the outstanding equity interests in Seller; *provided*, in calculating ownership percentages for all purposes of the foregoing:

(a) any ownership interest in Seller held by Ultimate Parent indirectly through one or more intermediate entities shall not be counted towards Ultimate Parent’s ownership interest in Seller unless Ultimate Parent directly or indirectly owns more than fifty percent (50%) of the outstanding equity interests in each such intermediate entity; and

(b) ownership interests in Seller owned directly or indirectly by any Lender (including any tax equity provider) shall be excluded from the total outstanding equity interests in Seller;

provided further, a Change of Control shall not be deemed to have occurred as a result of a Permitted Transfer.

“Charging Energy” means all PV Energy produced by the Generating Facility and delivered to the Storage Facility (including pursuant to a Charging Notice), as measured at the

Storage Facility Metering Point by the Storage Facility Meter, as such meter readings are adjusted by the CAISO for any applicable Electrical Losses or Station Use. All Charging Energy shall be used solely to charge the Storage Facility, and all Charging Energy shall be generated solely by the Generating Facility.

“**Charging Notice**” means the operating instruction, and any subsequent updates, given by Buyer’s SC or the CAISO to Seller, directing the Storage Facility to charge at a specific MW rate for a specified period of time or amount of MWh; *provided*, (a) any such operating instruction shall be in accordance with the Operating Restrictions, and (b) if, during a period when the Storage Facility is instructed by Buyer’s SC or the CAISO to be charging, the actual power output level of the Generating Facility is less than the power level set forth in an applicable “Charging Notice”, such “Charging Notice” shall be deemed to be automatically adjusted to be equal to the actual power level of the Generating Facility. Any instruction to charge the Storage Facility pursuant to a Buyer Dispatched Test shall be considered a Charging Notice, and any Charging Notice shall not constitute a Buyer Bid Curtailment, Buyer Curtailment Order or Curtailment Order.

“**COD Certificate**” has the meaning set forth in Exhibit B.

“**Collateral Assignment Agreement**” has the meaning set forth in Section 14.2.

“**Commercial Operation**” has the meaning set forth in Exhibit B.

“**Commercial Operation Date**” means the date Commercial Operation is achieved.

“**Commercial Operation Delay Damages**” means an amount equal to (a) the Development Security amount required hereunder, divided by (b) ninety (90).

“**Commercial Operation Storage Capacity Test**” means the Storage Capacity Test conducted in connection with Commercial Operation of the Storage Facility, including any additional Storage Capacity Test for additional Storage Facility capacity installed after the Commercial Operation Date pursuant to Section 5 of Exhibit B.

“**Communications Protocols**” means certain Operating Restrictions developed by the Parties pursuant to Exhibit Q that involve procedures and protocols regarding communication with respect to the operation of the Storage Facility pursuant to this Agreement.

“**Compliance Actions**” has the meaning set forth in Section 3.12(a).

“**Compliance Expenditure Cap**” has the meaning set forth in Section 3.12.

“**Confidential Information**” has the meaning set forth in Section 18.1.

“**Construction Start**” has the meaning set forth in Exhibit B.

“**Construction Start Date**” has the meaning set forth in Exhibit B.

“**Contract Price**” has the meaning set forth on the Cover Sheet. For clarity, the Contract Price is each of the Renewable Rate and the Storage Rate.

“Contract Term” has the meaning set forth in Section 2.1.

“Contract Year” means a period of twelve (12) consecutive months. The first Contract Year shall commence on the Commercial Operation Date and each subsequent Contract Year shall commence on the anniversary of the Commercial Operation Date.

“Costs” means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third-party transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace the Agreement; and all reasonable attorneys’ fees and expenses incurred by the Non-Defaulting Party in connection with terminating the Agreement.

“Cover Sheet” means the cover sheet to this Agreement, which is incorporated into this Agreement.

“COVID-19” means the epidemic disease designated COVID-19 and the related virus designated SARS-CoV-2 and any mutations thereof, and the efforts of a Governmental Authority to combat such disease.

“CPM Price” has the meaning set forth in Section 3.8(b).

“CPUC” means the California Public Utilities Commission, or successor entity.

“Credit Rating” means, with respect to any entity, the rating then assigned to such entity’s unsecured, senior long-term debt obligations (not supported by third party credit enhancements) or if such entity does not have a rating for its senior unsecured long-term debt, then the rating then assigned to such entity as an issuer rating by Fitch, S&P or Moody’s. If ratings by Fitch, S&P and Moody’s are not equivalent, the lower rating shall apply.

“Cure Plan” has the meaning set forth in Section 11.1(b)(iii).

“Curtailed Order” means any of the following:

(a) CAISO orders, directs, alerts, or provides notice to a Party, to curtail deliveries of Facility Energy for the following reasons: (i) any System Emergency, (ii) any warning of an anticipated System Emergency, or warning of an imminent condition or situation, which jeopardizes CAISO’s electric system integrity or the integrity of other systems to which CAISO is connected, or (iii) in response to an Energy oversupply or potential Energy oversupply, and Buyer or the SC for the Facility submitted a Self-Schedule for the MWhs curtailed corresponding to the MWhs in the VER forecast for the Generating Facility during the relevant time period;

(b) a curtailment ordered by the Transmission Provider for reasons including, but not limited to, (i) any situation that affects normal function of the electric system including, but not limited to, any abnormal condition that requires action to prevent circumstances such as equipment damage, loss of load, or abnormal voltage conditions, or (ii) any warning, forecast or anticipation of conditions or situations that jeopardize the Transmission Provider’s electric system integrity or the integrity of other systems to which the Transmission Provider is connected;

(c) a curtailment ordered by CAISO or the Transmission Provider due to a Transmission System Outage; or

(d) a curtailment in accordance with Seller's obligations under its Interconnection Agreement with the Transmission Provider or distribution operator.

To the extent permitted by CAISO, Buyer shall use commercially reasonable efforts to deliver Charging Energy to the Storage Facility during such Curtailment Order.

"Curtailment Period" means the period of time, as measured using current Settlement Intervals, during which Seller reduces generation from the Generating Facility pursuant to a Curtailment Order; provided that the Curtailment Period shall be inclusive of the time required for the Facility to ramp down and ramp up.

"Cycles" means, at any point in time during any Contract Year, the number of equivalent charge/discharge cycles of the Storage Facility, which shall be deemed to be equal to (a) the total cumulative amount of Discharging Energy from the Storage Facility at such point in time during such Contract Year (expressed in MWh) divided by (b) four (4) times the weighted average Effective Storage Capacity for such Contract Year to date.

"Daily Delay Damages" means an amount equal to (a) the Development Security amount required hereunder, divided by (b) one hundred twenty (120).

"Damage Payment" means the amount to be paid by the Defaulting Party to the Non-Defaulting Party after a Terminated Transaction occurring prior to the Commercial Operation Date, in a dollar amount as set forth in Section 11.3(a).

"Day-Ahead Forecast" has the meaning set forth in Section 4.3(c).

"Day-Ahead Market" has the meaning set forth in the CAISO Tariff.

"Day-Ahead Schedule" has the meaning set forth in the CAISO Tariff.

"Deemed Delivered Energy" means the amount of PV Energy expressed in MWh that the Generating Facility would have produced and delivered to the Generating Facility Meter, but that is not produced by the Generating Facility during a Buyer Curtailment Period, which amount shall be equal to the Real-Time Forecast (of the hourly expected PV Energy produced by the Generating Facility) provided pursuant to Section 4.3(d) for the period of time during the Buyer Curtailment Period (or other relevant period), less the amount of PV Energy delivered to the Storage Facility, or to the Delivery Point directly from the Generating Facility, during the Buyer Curtailment Period (or other relevant period); *provided* that, if the applicable difference is negative, the Deemed Delivered Energy shall be zero (0). If the LMP for the Facility's PNode during any Settlement Interval was less than zero (0), Deemed Delivered Energy shall be reduced in such Settlement Interval by the amount of any Charging Energy that was not able to be delivered to the Storage Facility during such Settlement Interval due to the unavailability of the Storage Facility due to a Forced Facility Outage.

"Defaulting Party" has the meaning set forth in Section 11.1(a).

“Deficient Month” has the meaning set forth in Section 4.10(e).

“Delay Damages” means Daily Delay Damages and Commercial Operation Delay Damages.

“Delivery Point” has the meaning set forth in Exhibit A.

“Delivery Term” shall mean the period of Contract Years set forth on the Cover Sheet beginning on the Commercial Operation Date, unless terminated earlier in accordance with the terms and conditions of this Agreement.

“Development Cure Period” has the meaning set forth in Exhibit B.

“Development Security” means (a) cash or (b) a Letter of Credit in the amount set forth on the Cover Sheet.

“Discharging Energy” means all Energy delivered to the Delivery Point from the Storage Facility, as measured at the Storage Facility Metering Point by the Storage Facility Meter, as such meter readings are adjusted by the CAISO for any applicable Electrical Losses or Station Use. All Discharging Energy shall have originally been delivered to the Storage Facility as Charging Energy.

“Discharging Notice” means the operating instruction, and any subsequent updates, given by Buyer’s SC or the CAISO to the Facility, directing the Storage Facility to discharge Discharging Energy at a specific MW rate for a specified period of time or to an amount of MWh; *provided*, (a) any such operating instruction or updates shall be in accordance with the Operating Restrictions and the CAISO Tariff, and (b) if, during a period when the Storage Facility is instructed by Buyer’s SC or the CAISO to be discharging, the sum of PV Energy and Discharging Energy would exceed the Interconnection Capacity Limit, such “Discharging Notice” shall be deemed to be automatically adjusted to reduce the amount of Discharging Energy so that the sum of Discharging Energy and PV Energy does not exceed the Interconnection Capacity Limit, until such time as Buyer’s SC or the CAISO issues a further modified Discharging Notice. Any instruction to discharge the Storage Facility pursuant to a Buyer Dispatched Test shall be considered a Discharging Notice, and any Discharging Notice shall not constitute a Buyer Bid Curtailment, Buyer Curtailment Order or Curtailment Order.

“Disclosing Party” has the meaning set forth in Section 18.2.

“Early Termination Date” has the meaning set forth in Section 11.2(a).

“Effective Date” has the meaning set forth on the Preamble.

“Effective FCDS Date” means the date identified in Seller’s Notice to Buyer (along with a Full Capacity Deliverability Status Finding from CAISO) as the date that the Facility has attained Full Capacity Deliverability Status.

“**Effective Flexible Capacity**” or “**EFC**” means the effective flexible capacity (in MWs) of the Facility pursuant to the counting conventions set forth in the Resource Adequacy Rulings and the CAISO Tariff, which such flexible capacity may be used to satisfy Flexible RAR.

“**Effective Storage Capacity**” means the lesser of (a) P_{MAX}, and (b) the maximum dependable operating capacity of the Storage Facility to discharge Energy for four (4) hours of continuous discharge, as measured in MW AC at the Delivery Point (i.e., measured at the Storage Facility Meter and adjusted for Electrical Losses to the Delivery Point) pursuant to the most recent Storage Capacity Test (including the Commercial Operation Storage Capacity Test), as evidenced by a certificate substantially in the form attached as Exhibit I-2 hereto, in either case (a) or (b) up to but not in excess of (i) the Guaranteed Storage Capacity (with respect to a Commercial Operation Storage Capacity Test) or (ii) the Installed Storage Capacity (with respect to any other Storage Capacity Test).

“**Efficiency Rate**” means the rate calculated by dividing Energy Out by Energy In (a) pursuant to Exhibit O for the initial Efficiency Rate, and (b) based on actual Storage Facility operations for each calendar month thereafter.

“**Efficiency Rate Factor**” has the meaning set forth in Exhibit C.

“**Electrical Losses**” means all transmission or transformation losses (a) between the Generating Facility Metering Point and the Delivery Point associated with delivery of PV Energy, (b) between the Storage Facility Metering Point and the Delivery Point associated with delivery of Discharging Energy, and (c) between the Delivery Point and the Storage Facility Metering Point associated with delivery of Charging Energy to the Storage Facility, in each case as applicable.

“**Eligible Renewable Energy Resource**” has the meaning set forth in California Public Utilities Code Section 399.12(e) and California Public Resources Code Section 25741(a), as either code provision is amended or supplemented from time to time.

“**Energy**” means electrical energy, measured in kilowatt-hours or multiple units thereof.

“**Energy In**” means AC energy charged (in MWh) to the Storage Facility as measured at the Storage Facility Meter pursuant to a Charging Notice.

“**Energy Management System**” or “**EMS**” means the Facility’s energy management system.

“**Energy Out**” means that total AC energy discharged (in MWh) as measured at the Storage Facility Meter pursuant to a Discharging Notice.

“**Energy Replacement Damages**” has the meaning set forth in Section 4.7.

“**Energy Supply Bid**” has the meaning set forth in the CAISO Tariff.

“**Event of Default**” has the meaning set forth in Section 11.1.

“**Excess MWh**” has the meaning set forth in Exhibit C.

“**Exercise Period**” has the meaning set forth in Section 10.5(b).

“**Expected Commercial Operation Date**” has the meaning set forth on the Cover Sheet.

“**Expected Construction Start Date**” has the meaning set forth on the Cover Sheet.

“**Expected Energy**” means the quantity of PV Energy that Seller expects to be able to deliver to Buyer from the Generating Facility during each Contract Year, which for each Contract Year is the quantity specified on the Cover Sheet, which amount shall be adjusted proportionately to the reduction from Guaranteed PV Capacity to Installed PV Capacity pursuant to Section 5(a) of Exhibit B, if applicable.

“**Facility**” means the combined Generating Facility and the Storage Facility.

“**Facility Energy**” means PV Energy and/or Discharging Energy, as applicable, during any Settlement Interval or Settlement Period.

“**FERC**” means the Federal Energy Regulatory Commission or any successor government agency.

“**Flexible Capacity**” means, with respect to any particular Showing Month, the number of MWs of Product which are eligible to satisfy Flexible RAR.

“**Flexible RAR**” means the flexible capacity requirements established for load-serving entities by the CAISO pursuant to the CAISO Tariff, the CPUC pursuant to the Resource Adequacy Rulings, or by any other Governmental Authority.

“**Fitch**” means Fitch Ratings Ltd., or its successor.

“**Force Majeure Event**” has the meaning set forth in Section 10.1.

“**Force Majeure Unavailability**” has the meaning set forth in Exhibit C.

“**Forced Facility Outage**” means an unexpected failure of one or more components of the Facility that prevents Seller from generating Energy or making Facility Energy available at the Delivery Point and that is not the result of a Force Majeure Event.

“**Forecasted Product**” has the meaning set forth in Section 4.3(b).

“**Forecasting Penalty**” has the meaning set forth in Section 4.3(f).

“**Forward Certificate Transfers**” has the meaning set forth in Section 4.10(a).

“**Full Capacity Deliverability Status**” or “**FCDS**” has the meaning set forth in the CAISO Tariff.

“**Full Capacity Deliverability Status Finding**” means a written confirmation from the CAISO that the Facility is eligible for Full Capacity Deliverability Status.

“Future Environmental Attributes” means any and all Green Attributes that become recognized under applicable Law after the Effective Date (and not before the Effective Date), notwithstanding the last sentence of the definition of “Green Attributes” herein. Future Environmental Attributes do not include Tax Credits associated with the construction or operation of the Facility, or other financial incentives in the form of credits, reductions, or allowances associated with the Facility that are applicable to a state or federal income taxation obligation.

“Gains” means, with respect to any Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of this Agreement for the remaining Contract Term, determined in a commercially reasonable manner. Factors used in determining the economic benefit to a Party may include, without limitation, reference to information supplied by one or more third parties, which shall exclude Affiliates of the Non-Defaulting Party, including without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g., SP-15), all of which should be calculated for the remaining Contract Term, and include the value of Green Attributes and Capacity Attributes.

“Generating Facility” means the solar photovoltaic generating facility described on the Cover Sheet and in Exhibit A, located at the Site and including mechanical equipment and associated facilities and equipment required to deliver (i) PV Energy to the Delivery Point, and (ii) Charging Energy to the Storage Facility; *provided*, the “Generating Facility” does not include the Storage Facility or the Shared Facilities.

“Generating Facility Meter” means the CAISO approved revenue quality meter or meters (with a 0.3 accuracy class), along with a compatible data processing gateway or remote intelligence gateway, telemetering equipment and data acquisition services sufficient for monitoring, recording and reporting, in real time, the amount of PV Energy delivered to the Generating Facility Metering Point for the purpose of invoicing in accordance with Section 8.1. For clarity, the Generating Facility may contain multiple measurement devices that will make up the Generating Facility Meter, and, unless otherwise indicated, references to the Generating Facility Meter shall mean all such measurement devices and the aggregated data of all such measurement devices, taken together.

“Generating Facility Metering Point” means the location(s) of the Generating Facility Meter(s) shown in Exhibit R.

“Governmental Authority” means any federal, state, provincial, local or municipal government, any political subdivision thereof or any other governmental, congressional or parliamentary, regulatory, or judicial instrumentality, authority, body, agency, department, bureau, or entity with authority to bind a Party at law, including CAISO and the CPUC; *provided*, “Governmental Authority” shall not in any event include any Party.

“Green Attributes” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled (including under the RPS regulations and/or under any and all other international, federal, regional, state or other law, rule, regulation, bylaw, treaty or other

intergovernmental compact, decision, administrative decision, program (including any voluntary compliance or membership program), competitive market or business method (including all credits, certificates, benefits, and emission measurements, reductions, offsets and allowances related thereto)), attributable to the generation from the Facility and its displacement of conventional energy generation. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (3) the reporting rights to such avoided emissions, such as Green Tag Reporting Rights. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Facility, (ii) Tax Credits associated with the construction or operation of the Facility and other financial incentives in the form of credits, reductions, or allowances associated with the Facility that are applicable to a state or federal income taxation obligation, or (iii) emission reduction credits encumbered or used by the Facility for compliance with local, state, or federal operating and/or air quality permits. Green Attributes under the preceding definition are limited to Green Attributes that exist under applicable Law as of the Effective Date.

“Green Tag Reporting Rights” means the right of a purchaser of renewable energy to report ownership of accumulated Green Tags in compliance with and to the extent permitted by applicable Law and include, without limitation, rights under Section 1605(b) of the Energy Policy Act of 1992, and any present or future federal, state or local certification program or emissions trading program, including pursuant to the WREGIS Operating Rules.

“Green Tags” means a unit accumulated on a MWh basis where one (1) represents the Green Attributes associated with one (1) MWh of PV Energy.

“Green-e Certified” means the Green Attributes provided to Buyer pursuant to this Agreement are certified under the Green-e Energy National Standard by Buyer after delivery by Seller of such Green Attributes to Buyer.

“Green-e Energy National Standard” means the Green-e Renewable Energy Standard for Canada and the United States (formerly Green-e Energy National Standard) version 3.4, updated November 12, 2019, as may be further amended from time to time.

“Guaranteed Capacity” means the sum of (x) the Guaranteed PV Capacity and (y) the Guaranteed Storage Capacity.

“Guaranteed Commercial Operation Date” has the meaning set forth on the Cover Sheet, subject to extension pursuant to Exhibit B.

“Guaranteed Construction Start Date” has the meaning set forth on the Cover Sheet, subject to extension pursuant to Exhibit B.

“Guaranteed Efficiency Rate” means the minimum guaranteed Efficiency Rate of the Storage Facility throughout the Delivery Term, as set forth on the Cover Sheet.

“Guaranteed Energy Production” has the meaning set forth in Section 4.7.

“Guaranteed PV Capacity” means the generating capacity of the Generating Facility, as measured in MW AC at the Delivery Point (i.e., measured at the Generating Facility Meter and adjusted for Electrical Losses to the Delivery Point), that Seller commits to install pursuant to this Agreement as set forth on the Cover Sheet.

“Guaranteed Storage Availability” has the meaning set forth in Section 4.8.

“Guaranteed Storage Capacity” means the maximum dependable operating capability of the Storage Facility to discharge Energy, as measured in MW AC at the Delivery Point (i.e., measured at the Storage Facility Meter and adjusted for Electrical Losses to the Delivery Point) for four (4) hours of continuous discharge, that Seller commits to install pursuant to this Agreement as set forth on the Cover Sheet.

“Guarantor” means, with respect to Seller, any Person that (a)(i) is NextEra Energy Capital Holdings, Inc. (provided it is an Affiliate of Seller), or other third party reasonably acceptable to Buyer or (ii) has a Credit Rating of BBB- or better from S&P or Fitch, or a Credit Rating of Baa3 or better from Moody’s, (b) is incorporated or organized in a jurisdiction of the United States and is in good standing in such jurisdiction, and (c) executes and delivers a Guaranty for the benefit of Buyer.

“Guaranty” means a guaranty from a Guarantor provided for the benefit of Buyer substantially in the form attached as Exhibit S, or as reasonably acceptable to Buyer.

“Imbalance Energy” means the amount of Energy in MWh, in any given Settlement Period or Settlement Interval, by which the amount of PV Energy, Charging Energy or Discharging Energy deviates from the amount of Scheduled Energy.

“Indemnified Party” has the meaning set forth in Section 16.1.

“Indemnifying Party” has the meaning set forth in Section 16.1.

“Initial Synchronization” means the commencement of Trial Operations (as defined in the CAISO Tariff).

“Installed Capacity” means the sum of (x) the Installed PV Capacity and (y) the Installed Storage Capacity.

“Installed PV Capacity” means the actual generating capacity of the Generating Facility, as measured in MW AC at the Delivery Point (i.e., measured at the Generating Facility Meter and adjusted for Electrical Losses to the Delivery Point), that achieves Commercial Operation, as evidenced by a certificate substantially in the form attached as Exhibit I-1 hereto.

“Installed Storage Capacity” means the lesser of (a) PMAX, and (b) maximum dependable operating capacity of the Storage Facility to discharge Energy for four (4) hours of continuous discharge, as measured in MW AC at the Storage Facility Meter Point by the Storage Facility Meter and adjusted for Electrical Losses to the Delivery Point, that achieves Commercial

Operation, as evidenced by a certificate substantially in the form attached as Exhibit I-1 hereto, as such capacity may be adjusted pursuant to Section 5 of Exhibit B.

“**Inter-SC Trade**” has the meaning set forth in the CAISO Tariff.

“**Interconnection Agreement**” means the interconnection agreement entered into by Seller pursuant to which the Facility will be interconnected with the Transmission System, and pursuant to which Seller’s Interconnection Facilities and any other Interconnection Facilities will be constructed, operated and maintained during the Contract Term.

“**Interconnection Capacity Limit**” means the maximum instantaneous amount of Energy that is permitted to be delivered to the Delivery Point under Seller’s Interconnection Agreement, in the amount of 48 MW.

“**Interconnection Facilities**” means the interconnection facilities, control and protective devices and metering facilities required to connect the Facility with the Transmission System in accordance with the Interconnection Agreement.

“**Interest Rate**” has the meaning set forth in Section 8.2.

“**IP Indemnity Claim**” has the meaning set forth in Section 16.1(b).

“**ITC**” means the investment tax credit established pursuant to Section 48 of the United States Internal Revenue Code of 1986.

“**Joint Powers Act**” means the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.).

“**Joint Powers Agreement**” means that certain Joint Powers Agreement dated June 27, 2017, as amended from time to time, under which Buyer is organized as a Joint Powers Authority in accordance with the Joint Powers Act.

“**kWh**” means a kilowatt-hour measured in alternating current, unless expressly stated in terms of direct current.

“**Law**” means any applicable law, statute, rule, regulation, decision, writ, order, decree or judgment, permit or any interpretation thereof, promulgated or issued by a Governmental Authority.

“**Lender**” means, collectively, any Person (i) providing senior or subordinated construction, interim, back leverage or long-term debt, equity or tax equity financing or refinancing for or in connection with the development, construction, purchase, installation or operation of the Facility, whether that financing or refinancing takes the form of private debt (including back-leverage debt), equity (including tax equity), public debt or any other form (including financing or refinancing provided to a member or other direct or indirect owner of Seller), including any equity or tax equity investor directly or indirectly providing financing or refinancing for the Facility or purchasing equity ownership interests of Seller and/or its Affiliates, and any trustee or agent or similar representative acting on their behalf, (ii) providing interest rate

or commodity protection under an agreement hedging or otherwise mitigating the cost of any of the foregoing obligations and/or (iii) participating in a lease financing (including a sale leaseback or leveraged leasing structure) with respect to the Facility.

“**Letter(s) of Credit**” means one or more irrevocable, standby letters of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank having a Credit Rating of at least A- from S&P or A3 from Moody’s, in a form substantially similar to the letter of credit set forth in Exhibit K.

“**Licensed Professional Engineer**” means an independent, professional engineer selected by Seller and reasonably acceptable to Buyer, licensed in the State of California.

“**Local Capacity Area Resource**” has the meaning set forth in the CAISO Tariff.

“**Local RAR**” means the local Resource Adequacy Requirements established for load-serving entities by the CAISO pursuant to the CAISO Tariff, the CPUC pursuant to the Resource Adequacy Rulings, or by any other Governmental Authority. “Local RAR” may also be known as local area reliability, local resource adequacy, local resource adequacy procurement requirements, or local capacity requirement in other regulatory proceedings or legislative actions.

“**Locational Marginal Price**” or “**LMP**” has the meaning set forth in the CAISO Tariff.

“**Losses**” means, with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from termination of this Agreement for the remaining Contract Term, determined in a commercially reasonable manner. Factors used in determining economic loss to a Party may include, without limitation, reference to information supplied by one or more third parties, which shall exclude Affiliates of the Non-Defaulting Party, including without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g., SP-15), all of which should be calculated for the remaining Contract Term and must include the value of Green Attributes, Capacity Attributes, and Renewable Energy Incentives.

“**Lost Output**” has the meaning set forth in Section 4.7.

“**Material Terms**” has the meaning set forth in Section 10.5(a).

“**Milestones**” means the development activities for significant permitting, interconnection, financing and construction milestones set forth on the Cover Sheet.

“**Monthly Capacity Payment**” means the payment required to be made by Buyer to Seller each month of the Delivery Term as compensation for the provision of Effective Storage Capacity and Capacity Attributes associated with the Storage Facility, as calculated in accordance with Exhibit C.

“**Monthly Forecast**” has the meaning set forth in Section 4.3(b).

“**Moody’s**” means Moody’s Investors Service, Inc., or its successor.

“**MW**” means megawatts in alternating current, unless expressly stated in terms of direct current.

“**MWh**” means megawatt-hour measured in alternating current, unless expressly stated in terms of direct current.

“**NEER**” means NextEra Energy Resources, LLC.

“**Negative LMP**” means, in any Settlement Period or Settlement Interval, the LMP at the Facility’s PNode is less than zero dollars (\$0).

“**NERC**” means the North American Electric Reliability Corporation.

“**Net Qualifying Capacity**” has the meaning set forth in the CAISO Tariff.

“**Network Upgrades**” has the meaning set forth in the CAISO Tariff.

“**Non-Defaulting Party**” has the meaning set forth in Section 11.2.

“**Notice**” shall, unless otherwise specified in the Agreement, mean written communications by a Party to be delivered by hand delivery, United States mail, overnight courier service, or electronic messaging (e-mail).

“**Offer Notice**” has the meaning set forth in Section 10.5(a).

“**Operating Restrictions**” means those restrictions, rules, requirements, and procedures set forth in Exhibit Q.

“**Party**” has the meaning set forth in the Preamble.

“**Performance Measurement Period**” means each two (2) consecutive Contract Years commencing with the first Contract Year so that the first Performance Measurement Period shall include Contract Years 1 and 2. Performance Measurement Periods shall overlap, so that if the first Performance Measurement Period is comprised of Contract Years 1 and 2, the second Performance Measurement Period shall be comprised of Contract Years 2 and 3, the third Performance Measurement Period shall be comprised of Contract Years 3 and 4, and so on.

“**Performance Security**” means (i) cash or (ii) a Letter of Credit, or (iii) a Guaranty in the amount set forth on the Cover Sheet.

“**Permitted Transfer**” means each of the following transactions:

(a) Transactions among Affiliates of Seller, including any corporate reorganization, merger, combination or similar transaction or transfer of assets or ownership interests involving Seller or its Affiliates; *provided* (i)(A) Ultimate Parent retains the authority, directly or indirectly, to control Seller (or if applicable, the surviving entity), or (B) a wholly-owned, indirect subsidiary of Ultimate Parent operates the Facility, and (ii) if Seller is not the surviving entity, the transferee

(A) executes and delivers to Buyer a written agreement under which the transferee assumes in writing all of Seller's duties and obligations under this Agreement and otherwise agrees to be bound by all of the terms and conditions of this Agreement, and (B) meets the Seller credit security requirements;

(b) A Change of Control of Ultimate Parent or NEER;

(c) Any change of economic and voting rights triggered in Seller's organization documents arising from the financing of the Facility and that does not result in the transfer of ownership, economic or voting rights in any entity that had no such rights immediately prior to the change;

(d) The direct or indirect transfer of shares of, or equity interests in, Seller to a Lender;
or

(e) A transfer of the Facility packaged with any of the following: (i) all or substantially all of the assets of NEER or Ultimate Parent; (ii) all or substantially all of NEER's or Ultimate Parent's renewable energy generation portfolio; or (iii) all or substantially all of NEER's or Ultimate Parent's solar generation and/or energy storage portfolio; provided, that in the case of each of (i), (ii) and (iii): (A) the transferee (1) executes and delivers to Buyer a written agreement under which the transferee assumes in writing all of Seller's duties and obligations under this Agreement and otherwise agrees to be bound by all of the terms and conditions of this Agreement, and (2) meets the Seller credit security requirements; and (B) the entity that operates the Facility following such transfer is (or contracts with) a Qualified Operator.

"Permitted Transferee" means (i) any Affiliate of Seller or (ii) any entity that satisfies, or is controlled by another Person that satisfies the following requirements:

(a) A tangible net worth of not less than one hundred fifty million dollars (\$150,000,000) or a Credit Rating of at least BBB- from S&P, BBB- from Fitch, or Baa3 from Moody's; and

(b) At least two (2) years of experience in the ownership and operations of power generation and energy storage facilities similar to the Facility, or has retained a third-party with such experience to operate the Facility.

Notwithstanding the foregoing, with respect to Seller, Permitted Transferee shall include NextEra Energy Operating Partners, LP and NextEra Energy Partners, LP, and their respective direct or indirect subsidiaries.

"Person" means any individual, sole proprietorship, corporation, limited liability company, limited or general partnership, joint venture, association, joint-stock company, trust, incorporated organization, institution, public benefit corporation, unincorporated organization, government entity or other entity.

"Planned Outage" means a period during which the Facility is either in whole or in part not capable of providing service due to planned maintenance that has been scheduled in advance in accordance with Section 4.6(a).

“**PMAX**” means the applicable CAISO-certified maximum operating level of the Storage Facility.

“**PMIN**” means the applicable CAISO-certified minimum operating level of the Storage Facility.

“**PNode**” has the meaning set forth in the CAISO Tariff.

“**Portfolio**” means the single portfolio of electrical energy generating, energy storage, or other assets and entities, including the Facility (or the interests of Seller or Seller’s Affiliates or the interests of their respective direct or indirect parent companies), that is pledged as collateral security in connection with a Portfolio Financing.

“**Portfolio Content Category**” means PCC1, PCC2 or PCC3, as applicable.

“**Portfolio Content Category 1**” or “**PCC1**” means any Renewable Energy Credit associated with the generation of electricity from an Eligible Renewable Energy Resource consisting of the portfolio content set forth in California Public Utilities Code Section 399.16(b)(1), as may be amended from time to time or as further defined or supplemented by Law.

“**Portfolio Content Category 2**” or “**PCC2**” means any Renewable Energy Credit associated with the generation of electricity from an Eligible Renewable Energy Resource consisting of the portfolio content set forth in California Public Utilities Code Section 399.16(b)(2), as may be amended from time to time or as further defined or supplemented by Law.

“**Portfolio Content Category 3**” or “**PCC3**” means any Renewable Energy Credit associated with the generation of electricity from an Eligible Renewable Energy Resource consisting of the portfolio content set forth in California Public Utilities Code Section 399.16(b)(3), as may be amended from time to time or as further defined or supplemented by Law.

“**Portfolio Financing**” means any tax equity or debt transaction entered into by an Affiliate of Seller that is secured only by a Portfolio.

“**Portfolio Financing Entity**” means any Affiliate of Seller that incurs debt in connection with any Portfolio Financing.

“**Product**” has the meaning set forth on the Cover Sheet.

“**Progress Report**” means a progress report including the items set forth in Exhibit E.

“**Prohibited PV Module**” has the meaning set forth in Section 2.3(b).

“**Prudent Operating Practice**” means (a) the applicable practices, methods and acts required by or consistent with applicable Laws and reliability criteria, and otherwise engaged in or approved by a significant portion of the electric industry during the relevant time period with

respect to grid-interconnected, utility-scale generating facilities with integrated energy storage in the Western United States, or (b) any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Prudent Operating Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to acceptable practices, methods or acts generally accepted in the industry with respect to grid-interconnected, utility-scale generating facilities with integrated energy storage in the Western United States. Prudent Operating Practice shall include compliance with applicable Laws, applicable reliability criteria, and the applicable criteria, rules and standards promulgated in the National Electric Safety Code and the National Electrical Code, as they may be amended or superseded from time to time, including the criteria, rules and standards of any successor organizations.

“**PTC**” means the production tax credit established pursuant to Section 45 of the United States Internal Revenue Code of 1986.

“**PV Capacity Damages**” has the meaning set forth in Section 5 of Exhibit B.

“**PV Energy**” means all Energy delivered from the Generating Facility to the Generating Facility Metering Point and measured by the Generating Facility Meter, as such meter readings are adjusted by the CAISO for any applicable Electrical Losses or Station Use.

“**Qualified Operator**” means Seller or an operator of photovoltaic solar generation facilities that has sufficient experience and technical capability to perform for Seller’s benefit the obligations of Seller under this Agreement related to the operation and maintenance of the Facility in accordance with the applicable requirements of this Agreement, as evidenced by such operator having operated three (3) or more photovoltaic solar generation facilities, each having a nameplate capacity rating of twenty (20) MW or more, for not less than three (3) years and at least one (1) battery energy storage facility having a nameplate capacity rating of one (1) MW and/or two (2) MWh or more, for not less than two (2) years.

“**Qualifying Capacity**” has the meaning set forth in the CAISO Tariff.

“**RA Compliance Showing**” means the (a) Local RAR compliance or advisory showings (or similar or successor showings), (b) RAR compliance or advisory showings (or similar or successor showings), and (c) Flexible RAR compliance or advisory showings (or similar successor showings), in each case, an entity is required to make to the CAISO pursuant to the CAISO Tariff, to the CPUC (and, to the extent authorized by the CPUC, to the CAISO) pursuant to the Resource Adequacy Rulings, or to any Governmental Authority.

“**RA Deficiency Amount**” means the liquidated damages payment that Seller shall pay to Buyer for an applicable RA Shortfall Month as calculated in accordance with Section 3.8(b).

“**RA Deficiency Payment True-Up**” has the meaning set forth in Section 3.8(c).

“**RA Guarantee Date**” means the Commercial Operation Date; [REDACTED]

[REDACTED]

“RA Shortfall Month” means, for purposes of calculating an RA Deficiency Amount under Section 3.8(b), any Showing Month, commencing on the RA Guarantee Date, during which the Net Qualifying Capacity plus any Replacement RA (if applicable) that was included in the Showing Month for Buyer of the Storage Facility for such month was less than the Qualifying Capacity of the Storage Facility for such month (including any month during the period between the RA Guarantee Date and the first day of the first Showing Month for Buyer which actually includes the Facility’s Net Qualifying Capacity or any Replacement RA, if applicable).

“Real-Time Forecast” has the meaning set forth in Section 4.3(d).

“Real-Time Market” has the meaning set forth in the CAISO Tariff.

“Real-Time Price” means the Resource-Specific Settlement Interval LMP as defined in the CAISO Tariff. If there is more than one applicable Real-Time Price for the same period of time, Real-Time Price shall mean the price associated with the smallest time interval.

“Receiving Party” has the meaning set forth in Section 18.2.

“Reliability Network Upgrades” has the meaning set forth in the CAISO Tariff.

“Remedial Action Plan” has the meaning set forth in Section 2.4.

“Renewable Energy Credit” has the meaning set forth in California Public Utilities Code Section 399.12(h), as may be amended from time to time or as further defined or supplemented by Law.

“Renewable Energy Incentives” means: (a) all federal, state, or local Tax credits or other Tax benefits associated with the construction, ownership, or production of electricity from the Facility (including credits under Sections 38, 45, 46 and 48 of the Internal Revenue Code of 1986, as amended); (b) any federal, state, or local grants, subsidies or other like benefits relating in any way to the Facility, including a cash grant available under Section 1603 of Division B of the American Recovery and Reinvestment Act of 2009, in lieu of federal Tax credits or any similar or substitute payment available under subsequently enacted federal legislation; and (c) any other form of incentive relating in any way to the Facility that is not a Green Attribute, Future Environmental Attribute, or Capacity Attribute.

“Renewable Rate” has the meaning set forth on the Cover Sheet.

“Replacement Energy” has the meaning set forth in Exhibit G.

“Replacement Green Attributes” has the meaning set forth in Exhibit G.

“Replacement Product” has the meaning set forth in Exhibit G.

“**Replacement RA**” means Resource Adequacy Benefits, if any, equivalent to those that would have been provided by the Facility with respect to the applicable month in which a RA Deficiency Amount is due to Buyer, and located within SP 15 TAC Area and, to the extent that the Facility would have qualified as a Local Capacity Area Resource for such month, described as a Local Capacity Area Resource.

“**Requested Confidential Information**” has the meaning set forth in Section 18.2.

“**Resource Adequacy Benefits**” means the rights and privileges attached to the Facility that satisfy any entity’s resource adequacy obligations, as those obligations are set forth in any Resource Adequacy Rulings and shall include Flexible Capacity and any local, zonal or otherwise locational attributes associated with the Facility.

“**Resource Adequacy Requirements**” or “**RAR**” means the resource adequacy requirements applicable to an entity as established by the CAISO pursuant to the CAISO Tariff, by the CPUC pursuant to the Resource Adequacy Rulings, or by any other Governmental Authority.

“**Resource Adequacy Resource**” shall have the meaning used in Resource Adequacy Rulings.

“**Resource Adequacy Rulings**” means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-04-040, 06-06-064, 06-07-031, 06-07-031, 07-06-029, 08-06-031, 09-06-028, 10-06-036, 11-06-022, 12-06-025, 13-06-024, 14-06-050, 15-06-063, 16-06-045, 17-06-027, 18-06-030, 18-06-031, 19-02-022, 19-06-026, 19-10-021, 20-01-004, 20-03-016, 20-06-002, 20-06-028, 20-12-006 and any other existing or subsequent ruling or decision, or any other resource adequacy laws, rules or regulations enacted, adopted or promulgated by any applicable Governmental Authority, however described, as such decisions, rulings, Laws, rules or regulations may be amended or modified from time-to-time throughout the Contract Term.

“**ROFR Offer**” has the meaning set forth in Section 10.5(a).

“**S&P**” means the Standard & Poor’s Financial Services, LLC (a subsidiary of S&P Global Inc.) or its successor.

“**SCADA Systems**” means the standard supervisory control and data acquisition systems to be installed by Seller as part of the Facility, including those system components that enable Seller to receive ADS and AGC instructions from the CAISO or similar instructions from Buyer’s SC.

“**Schedule**” has the meaning set forth in the CAISO Tariff, and “**Scheduled**” has a corollary meaning.

“**Scheduled Energy**” means the PV Energy, Charging Energy or Discharging Energy that clears under the applicable CAISO market based on the final Day-Ahead Schedule(s), FMM Schedule(s) (as defined in the CAISO Tariff), and/or any other financially binding Schedule(s), market instruction or dispatch for the Facility for a given period of time implemented in accordance with the CAISO Tariff.

“**Scheduling Coordinator**” or “**SC**” means an entity certified by the CAISO as qualifying as a Scheduling Coordinator pursuant to the CAISO Tariff for the purposes of undertaking the functions specified in “Responsibilities of a Scheduling Coordinator,” of the CAISO Tariff, as amended from time to time.

“**Security Interest**” has the meaning set forth in Section 8.9.

“**Self-Schedule**” has the meaning set forth in the CAISO Tariff.

“**Seller**” has the meaning set forth on the Cover Sheet.

“**Seller Initiated Test**” has the meaning set forth in Section 4.9(c).

“**Seller’s WREGIS Account**” has the meaning set forth in Section 4.10(a).

“**Settlement Amount**” means the Non-Defaulting Party’s Costs and Losses, on the one hand, netted against its Gains, on the other. If the Non-Defaulting Party’s Costs and Losses exceed its Gains, then the Settlement Amount shall be an amount owing to the Non-Defaulting Party. If the Non-Defaulting Party’s Gains exceed its Costs and Losses, then the Settlement Amount shall be zero dollars (\$0). The Settlement Amount does not include consequential, incidental, punitive, exemplary or indirect or business interruption damages.

“**Settlement Interval**” has the meaning set forth in the CAISO Tariff.

“**Settlement Period**” has the meaning set forth in the CAISO Tariff.

“**Shared Facilities**” means the gen-tie lines, transformers, substations, or other equipment, permits, contract rights, and other assets and property (real or personal), in each case, as necessary to enable delivery of Energy from the Facility (which is excluded from Shared Facilities) to the point of interconnection, including the Interconnection Agreement itself, that are used in common with third parties.

“**Showing Month**” shall be the calendar month of the Delivery Term that is the subject of the RA Compliance Showing, as set forth in the Resource Adequacy Rulings and outlined in the CAISO Tariff. For illustrative purposes only, pursuant to the CAISO Tariff and Resource Adequacy Rulings in effect as of the Effective Date, the monthly RA Compliance Showing made in June is for the Showing Month of August.

“**Site**” means the real property on which the Facility is or will be located, as further described in Exhibit A, and as shall be updated by Seller at the time Seller provides an executed Construction Start Date certificate in the form of Exhibit J to Buyer; *provided*, any such update to the Site that includes real property that was not originally contained within the Site boundaries described in Exhibit A shall be subject to Buyer’s approval of such updates in its sole discretion.

“**SOC**” or “**State of Charge**” means the (a) level of charge of the Storage Facility relative to (b) the Effective Storage Capacity multiplied by four (4) hours, expressed as a percentage.

“**SP-15**” means the Existing Zone Generation Trading Hub for Existing Zone region SP15 as set forth in the CAISO Tariff.

“**Station Use**” means the Energy (including Energy produced or discharged by the Facility) that is used within the Facility to power the information technology, telecommunications, lights, motors, temperature control systems, control facility systems and other electrical loads that are necessary for operation of the Facility except during periods in which the Storage Facility is charging or discharging pursuant to a Charging Notice or Discharging Notice.

“**Storage Capability**” has the meaning in Exhibit P.

“**Storage Capacity Availability Payment True-Up**” has the meaning set forth in Exhibit C.

“**Storage Capacity Availability Payment True-Up Amount**” has the meaning set forth in Exhibit C.

“**Storage Capacity Damages**” has the meaning set forth in Section 5 of Exhibit B.

“**Storage Capacity Test**” means any test or retest of the Storage Facility to establish the Installed Storage Capacity or Effective Storage Capacity conducted in accordance with the testing procedures, requirements and protocols set forth in Section 4.9 and Exhibit O.

“**Storage Cure Plan**” has the meaning set forth in Section 11.1(b)(iv).

“**Storage Facility**” means the energy storage facility described on the Cover Sheet and in Exhibit A (including the operational requirements of the energy storage facility), located at the Site and including mechanical equipment and associated facilities and equipment required to deliver Storage Product (but excluding any Shared Facilities), and as such storage facility may be expanded or otherwise modified from time to time in accordance with the terms hereof.

“**Storage Facility Meter**” means the CAISO approved bi-directional revenue quality meter or meters (with a 0.3 accuracy class), along with a compatible data processing gateway or remote intelligence gateway, telemetering equipment and data acquisition services sufficient for monitoring, recording and reporting, in real time, the amount of Charging Energy delivered to the Storage Facility Metering Point and the amount of Discharging Energy discharged from the Storage Facility at the Storage Facility Metering Point to the Delivery Point for the purpose of invoicing in accordance with Section 8.1. For clarity, the Facility may contain multiple measurement devices that will make up the Storage Facility Meter, and, unless otherwise indicated, references to the Storage Facility Meter shall mean all such measurement devices and the aggregated data of all such measurement devices, taken together.

“**Storage Facility Metering Point**” means the location(s) of the Storage Facility Meter shown in Exhibit R.

“**Storage Product**” means (a) Discharging Energy, (b) Capacity Attributes, if any, (c) Effective Storage Capacity, and (d) Ancillary Services, if any, in each case arising from or relating to the Storage Facility.

“Storage Rate” has the meaning set forth on the Cover Sheet.

“Stored Energy Level” means, at a particular time, the amount of Energy in the Storage Facility available to be discharged as Discharging Energy, expressed in MWh.

“Supplementary Capacity Test Protocol” has the meaning set forth in Exhibit O.

“System Emergency” means any condition that requires, as determined and declared by CAISO or the Transmission Provider, automatic or immediate action to (i) prevent or limit harm to or loss of life or property, (ii) prevent loss of transmission facilities or generation supply in the immediate vicinity of the Facility, or (iii) to preserve Transmission System reliability.

“Tax” or **“Taxes”** means all U.S. federal, state and local and any foreign taxes, levies, assessments, surcharges, duties and other fees and charges of any nature imposed by a Governmental Authority, whether currently in effect or adopted during the Contract Term, including ad valorem, excise, franchise, gross receipts, import/export, license, property, sales and use, stamp, transfer, payroll, unemployment, income, and any and all items of withholding, deficiency, penalty, additions, interest or assessment related thereto.

“Tax Credits” means the ITC and any other state, local and/or federal production tax credit, depreciation benefit, tax deduction and/or investment tax credit specific to the production of renewable energy and/or investments in renewable energy facilities or battery storage facilities.

“Terminated Transaction” has the meaning set forth in Section 11.2(a).

“Termination Payment” has the meaning set forth in Section 11.3(b).

“Test Energy” means PV Energy delivered (i) commencing on the later of (a) the first date that the CAISO informs Seller in writing that Seller may deliver Energy to the CAISO and (b) the first date that the Transmission Provider informs Seller in writing that Seller has conditional or temporary permission to operate in parallel with the CAISO Grid, and (ii) ending upon the occurrence of the Commercial Operation Date.

“Test Energy Rate” has the meaning set forth in Section 3.6.

“Third-Party Offer” has the meaning set forth in Section 10.5(a).

“Third-Party Transaction” has the meaning set forth in Section 10.4(b).

“Total YTD Calculation Intervals” has the meaning set forth in Exhibit P.

“Transmission Provider” means any entity that owns, operates and maintains transmission or distribution lines and associated facilities and/or has entitlements to use certain transmission or distribution lines and associated facilities for the purpose of transmitting or transporting the Facility Energy from the Delivery Point.

“**Transmission System**” means the transmission facilities operated by the CAISO, now or hereafter in existence, which provide energy transmission service downstream from the Delivery Point.

“**Transmission System Outage**” means an outage on the Transmission System, other than a System Emergency, that is not caused by Seller’s actions or inactions and that prevents Buyer or the CAISO (as applicable) from receiving Facility Energy onto the Transmission System.

“**Ultimate Parent**” means NextEra Energy, Inc., a Delaware corporation.

“**Unavailable Calculation Interval**” has the meaning set forth in Exhibit P.

“**Variable Energy Resource**” or “**VER**” has the meaning set forth in the CAISO Tariff.

“**WREGIS**” means the Western Renewable Energy Generation Information System or any successor renewable energy tracking program.

“**WREGIS Certificate Deficit**” has the meaning set forth in Section 4.10(e).

“**WREGIS Certificates**” has the same meaning as “Certificate” as defined by WREGIS in the WREGIS Operating Rules and are designated as eligible for complying with the California Renewables Portfolio Standard.

“**WREGIS Operating Rules**” means those operating rules and requirements adopted by WREGIS as of May 1, 2018, as subsequently amended, supplemented or replaced (in whole or in part) from time to time.

1.2 **Rules of Interpretation**. In this Agreement, except as expressly stated otherwise or unless the context otherwise requires:

(f) headings and the rendering of text in bold and italics are for convenience and reference purposes only and do not affect the meaning or interpretation of this Agreement;

(g) words importing the singular include the plural and vice versa and the masculine, feminine and neuter genders include all genders;

(h) the words “hereof”, “herein”, and “hereunder” and words of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(i) a reference to an Article, Section, paragraph, clause, Party, or Exhibit is a reference to that Article, Section, paragraph, clause of, or that Party or Exhibit to, this Agreement unless otherwise specified;

(j) a reference to a document or agreement, including this Agreement shall mean such document, agreement or this Agreement including any amendment or supplement to, or replacement, novation or modification of this Agreement, but disregarding any amendment, supplement, replacement, novation or modification made in breach of such document, agreement or this Agreement;

(k) a reference to a Person includes that Person's successors and permitted assigns;

(l) the terms "include" and "including" mean "include or including (as applicable) without limitation" and any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided;

(m) references to any statute, code or statutory provision are to be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted, and include references to all bylaws, instruments, orders and regulations for the time being made thereunder or deriving validity therefrom unless the context otherwise requires;

(n) in the event of a conflict, a mathematical formula or other precise description of a concept or a term shall prevail over words providing a more general description of a concept or a term;

(o) references to any amount of money shall mean a reference to the amount in United States Dollars;

(p) the expression "and/or" when used as a conjunction shall connote "any or all of";

(q) words, phrases or expressions not otherwise defined herein that (i) have a generally accepted meaning in Prudent Operating Practice shall have such meaning in this Agreement or (ii) do not have well known and generally accepted meaning in Prudent Operating Practice but that have well known and generally accepted technical or trade meanings, shall have such recognized meanings; and

(r) each Party acknowledges that it was represented by counsel in connection with this Agreement and that it or its counsel reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

ARTICLE 2 TERM; CONDITIONS PRECEDENT

2.1 **Contract Term.**

(a) The term of this Agreement shall commence on the Effective Date and shall remain in full force and effect until the conclusion of the Delivery Term, subject to any early termination provisions set forth herein ("**Contract Term**"); provided, subject to Buyer's obligations in Section 3.6, Buyer's obligations to pay for or accept any Product are subject to Seller's completion of the conditions precedent pursuant to Section 2.2.

(b) Applicable provisions of this Agreement shall continue in effect after termination, including early termination, to the extent necessary to enforce or complete the duties, obligations or responsibilities of the Parties arising prior to termination. The confidentiality

obligations of the Parties under Article 18 shall remain in full force and effect for two (2) years following the termination of this Agreement, and all indemnity and audit rights shall remain in full force and effect for one (1) year following the termination of this Agreement.

2.2 **Conditions Precedent**. The Delivery Term shall not commence until Seller completes to Buyer's reasonable satisfaction each of the following conditions:

(a) Seller shall have delivered to Buyer (i) a completion certificate from a Licensed Professional Engineer substantially in the form of Exhibit H and (ii) a certificate from a Licensed Professional Engineer substantially in the form of Exhibit I-1 setting forth the Installed PV Capacity, the Installed Storage Capacity and the Installed Capacity on the Commercial Operation Date;

(b) A Participating Generator Agreement and a Meter Service Agreement between Seller and CAISO shall have been executed and delivered and be in full force and effect, and a copy of each such agreement delivered to Buyer;

(c) An Interconnection Agreement between Seller and the Transmission Provider shall have been executed and delivered and be in full force and effect and a copy of the Interconnection Agreement delivered to Buyer;

(d) All applicable regulatory authorizations, approvals and permits for the operation of the Facility that are capable of being satisfied on the Commercial Operation Date have been obtained and all conditions thereof have been satisfied and shall be in full force and effect;

(e) Seller has obtained CAISO Certification for the Facility; Seller has received CEC Precertification of the Facility (and reasonably expects to receive final CEC Certification and Verification for the Facility in no more than one hundred eighty (180) days from the Commercial Operation Date);

(g) Seller (with the reasonable participation of Buyer) shall have completed all applicable WREGIS registration requirements, including the completion and submittal of all applicable registration forms and supporting documentation, which may include applicable interconnection agreements, informational surveys related to the Facility, QRE service agreements, and other appropriate documentation required to effect Facility registration with WREGIS and to enable Renewable Energy Credit transfers related to the Facility within the WREGIS system;

(h) Seller has delivered the Performance Security to Buyer in accordance with Section 8.8;

(i) Seller has taken all actions and executed all documents and instruments, required to authorize Buyer (or its designated agent) to act as Scheduling Coordinator under this Agreement, and Buyer (or its designated agent) is authorized to act as Scheduling Coordinator; and

(j) Seller has paid Buyer for all amounts owing under this Agreement, if any, including Daily Delay Damages and Commercial Operation Delay Damages.

2.3 **Development; Construction; Progress Reports.**

(a) Within fifteen (15) days after the close of (i) each calendar quarter from the first calendar quarter following the Effective Date until the Construction Start Date, and (ii) each calendar month from the first calendar month following the Construction Start Date until the Commercial Operation Date, Seller shall provide to Buyer a Progress Report and agree to regularly scheduled meetings between representatives of Buyer and Seller to review such reports and discuss Seller's construction progress. The form of the Progress Report is set forth in Exhibit E. Seller shall also provide Buyer with any reasonably requested documentation (subject to confidentiality restrictions) directly related to the achievement of Milestones within ten (10) Business Days of receipt of such request by Seller. Seller is solely responsible for the design and construction of the Facility, including the location of the Site, the Facility layout, and the selection and procurement of the equipment comprising the Facility.

(b) During the Term, Seller shall not install any PV modules as part of the Facility that were procured by Seller pursuant to a master agreement for the procurement of PV modules that was (i) entered into by Seller on or after the Effective Date, and (ii) fails to contain a representation, covenant, or other statement that the supplier of such modules does not use forced labor in the mining, processing, procurement, or manufacturing of such PV modules, or a similar representation, covenant, or other statement (any so-prohibited PV module is, a "**Prohibited PV Module**"). Seller shall notify Buyer within ten (10) Business Days of becoming aware of any breach, or likely breach, of its obligations under this Section 2.3(b).

(c) Once during the Delivery Term, Buyer shall have the right, at Buyer's sole expense, to retain an independent auditor, reasonably acceptable to Seller, to audit Seller's compliance with the requirements of Section 2.3(b). Such audit shall be conducted during normal business hours and upon reasonable advance written notice to Seller, and such audit shall be limited in scope to the review of Seller's compliance with the requirements of Section 2.3(b). Seller may, in its sole and absolute discretion, require such auditor to enter into a confidentiality agreement with Seller before beginning such audit, which such confidentiality agreement shall include a restriction against such auditor disclosing any information learned in the course of such audit to Buyer other than such information that is (i) strictly within the scope of the audit, and (ii) necessary for the auditor to disclose to Buyer or any other Person in order to reasonably satisfy the purpose of the audit. If at any time after the Commercial Operation Date, Seller provides reasonably satisfactory evidence, to either Buyer or such auditor and either before or during such audit, that the PV modules it has installed in the Facility complies with the requirements of Section 2.3(b), then this Section 2.3(c) shall be of no further force and effect. Seller's provision to Buyer or such auditor of copies of the agreements under which it procured such PV modules, as may be redacted to remove pricing terms, shall be deemed satisfactory evidence for the purposes of the foregoing sentence.

2.4 **Remedial Action Plan.** If Seller misses a Milestone by more than thirty (30) days, except as the result of Force Majeure Event or Buyer Default, Seller shall submit to Buyer, within ten (10) Business Days of the end of such thirty (30)-day period following the Milestone

completion date, a remedial action plan (“**Remedial Action Plan**”), which will describe in detail any delays (actual or anticipated) beyond the scheduled Milestone dates, including the cause of the delay (e.g., governmental approvals, financing, property acquisition, design activities, equipment procurement, project construction, interconnection, or any other factor), Seller’s detailed description of its proposed course of action to achieve the missed Milestones and all subsequent Milestones by the Guaranteed Commercial Operation Date; provided, delivery of any Remedial Action Plan shall not relieve Seller of its obligation to provide Remedial Action Plans with respect to any subsequent Milestones and to achieve the Guaranteed Commercial Operation Date in accordance with the terms of this Agreement. Subject to the provisions of Exhibit B, so long as Seller complies with its obligations under this Section 2.4, Seller shall not be considered in default of its obligations under this Agreement solely as a result of missing any Milestone.

ARTICLE 3 PURCHASE AND SALE

3.1 **Purchase and Sale of Product.** Subject to the terms and conditions of this Agreement, during the Delivery Term, Buyer shall purchase all the Product produced by or associated with the Facility at the Contract Price and in accordance with Exhibit C, and Seller shall supply and deliver to Buyer all the Product produced by or associated with the Facility. At its sole discretion, Buyer may during the Delivery Term re-sell or use for another purpose all or a portion of the Product, provided that no such re-sale or use shall relieve Buyer of any obligations hereunder. During the Delivery Term, Buyer shall have exclusive rights to offer, bid, or otherwise submit the Product, and/or any component thereof, from the Facility after the Delivery Point for resale in the market, and retain and receive any and all related revenues.

3.2 **Sale of Green Attributes.** During the Delivery Term, Seller shall sell and deliver to Buyer, and Buyer shall purchase from Seller, all Green Attributes attributable to the PV Energy generated by the Facility. Upon request of Buyer, Seller shall use commercially reasonable efforts to (a) submit, and receive approval from the Center for Resource Solutions (or any successor that administers the Green-e Certification process), for the Green-e tracking attestations and (b) support Buyer’s efforts to qualify the Green Attributes transferred by Seller as Green-e Certified.

3.3 **Imbalance Energy.** Buyer and Seller recognize that in any given Settlement Period the amount of PV Energy, Charging Energy, and/or Discharging Energy delivered from the Generating Facility and/or received or delivered by the Storage Facility may deviate from the amounts thereof scheduled with the CAISO. Following the Commercial Operation Date, to the extent there are such deviations, any costs, liabilities or revenues from such imbalances shall be solely for the account of Buyer, except as expressly set forth in this Agreement.

3.4 **Ownership of Renewable Energy Incentives.** Seller shall have all right, title and interest in and to all Renewable Energy Incentives. Buyer acknowledges that any Renewable Energy Incentives belong to Seller. If any Renewable Energy Incentives, or values representing the same, are initially credited or paid to Buyer, Buyer shall cause such Renewable Energy Incentives or values relating to same to be assigned or transferred to Seller without delay. Buyer shall reasonably cooperate with Seller, at Seller’s sole expense, in Seller’s efforts to meet the requirements for any certification, registration, or reporting program relating to Renewable Energy Incentives.

3.5 **Future Environmental Attributes.**

(a) The Parties acknowledge and agree that as of the Effective Date, environmental attributes sold under this Agreement are restricted to Green Attributes; however, Future Environmental Attributes may be created by a Governmental Authority through Laws enacted after the Effective Date. Subject to the final sentence of this Section 3.5(a) and to Section 3.5(b), in such event, Buyer shall bear all costs associated with the transfer, qualification, verification, registration and ongoing compliance for such Future Environmental Attributes, but there shall be no increase in the Contract Price. Upon Seller's receipt of Notice from Buyer of Buyer's intent to claim such Future Environmental Attributes, the Parties shall determine the necessary actions and additional costs associated with such Future Environmental Attributes. Seller shall have no obligation to alter the Facility or the operation of the Facility unless the Parties have agreed on all necessary terms and conditions relating to such alteration or change in operation and Buyer has agreed to reimburse Seller for all costs, losses, and liabilities associated with such alteration or change in operation.

(b) If Buyer elects to receive Future Environmental Attributes pursuant to Section 3.5(a), the Parties agree to negotiate in good faith with respect to the development of further agreements and documentation necessary to effectuate the transfer of such Future Environmental Attributes, including agreement with respect to (i) appropriate transfer, delivery and risk of loss mechanisms, and (ii) appropriate allocation of any additional costs to Buyer, as set forth above; *provided*, the Parties acknowledge and agree that such terms are not intended to alter the other material terms of this Agreement.

3.6 **Test Energy.** No less than fourteen (14) days prior to the first day on which Test Energy is expected to be available from the Facility, Seller shall notify Buyer of the availability of the Test Energy. If and to the extent the Facility generates Test Energy, Seller shall sell and Buyer shall purchase from Seller all Test Energy and any associated Products of the Generating Facility on an as-available basis for up to ninety (90) days from the first delivery of Test Energy. As compensation for such Test Energy and associated Product, Buyer shall pay Seller an amount equal to seventy percent (70%) of the Renewable Rate (the "**Test Energy Rate**"). The conditions precedent in Section 2.2 are not applicable to the Parties' obligations under this Section 3.6.

3.7 **Capacity Attributes.** Seller shall diligently pursue Full Capacity Deliverability Status for the Guaranteed Storage Capacity in the CAISO generator interconnection process. As between Buyer and Seller, Seller shall be responsible for the cost and installation of any Network Upgrades associated with obtaining such Full Capacity Deliverability Status.

(a) Throughout the Delivery Term and subject to Section 3.12, Seller grants, pledges, assigns and otherwise commits to Buyer all the Capacity Attributes from the Facility.

(b) Throughout the Delivery Term and subject to Section 3.12, Seller shall use commercially reasonable efforts to maintain eligibility for Full Capacity Deliverability Status for the Storage Facility from the CAISO and shall perform all actions necessary to ensure that the

Facility qualifies to provide all Resource Adequacy Benefits, including Flexible Capacity, to Buyer. Throughout the Delivery Term, and subject to Section 3.12, Seller hereby covenants and agrees to transfer all Resource Adequacy Benefits to Buyer.

(c) For the duration of the Delivery Term, and subject to Section 3.12, Seller shall take all commercially reasonable actions, including complying with all applicable registration and reporting requirements, and execute all documents or instruments necessary to enable Buyer to use all of the Capacity Attributes committed by Seller to Buyer pursuant to this Agreement.

(d) If Seller anticipates that it will have any RA Deficiency Amounts in a Showing Month, Seller may provide Replacement RA in the amount of (X) the Qualifying Capacity of the Facility with respect to such Showing Month, minus (Y) the expected Net Qualifying Capacity of the Facility with respect to such Showing Month, provided that (a) the amount of Replacement RA in any Contract Year shall not to exceed twenty-five percent (25%) of the annual total amount of Resource Adequacy Benefits expected to be provided by the Facility, and (b) any intended Replacement RA is communicated by Seller to Buyer in a Notice substantially in the form of Exhibit M at least fifty (50) Business Days before the applicable Showing Month for the purpose of including in Buyer's RA Compliance Showing for such Showing Month.

3.8 **Resource Adequacy Failure.**

(a) **RA Deficiency Determination.** For each RA Shortfall Month Seller shall pay to Buyer the RA Deficiency Amount as liquidated damages and/or provide Replacement RA, as set forth in Section 3.8(b), as the sole remedy for the Capacity Attributes that Seller failed to convey to Buyer.

(b) **RA Deficiency Amount Calculation.** For each RA Shortfall Month, Seller shall pay to Buyer an amount (the "**RA Deficiency Amount**") equal to the product of the difference, expressed in kW, of (i) the Qualifying Capacity of the Facility (or, if applicable, during the period between the RA Guarantee Date and the Effective FCDS Date, the amount of Qualifying Capacity the Facility would reasonably be estimated to qualify for, based on the CPUC-adopted qualifying capacity methodologies then in effect), minus (ii) the Net Qualifying Capacity of the Facility, multiplied by the price for CPM Capacity as listed in Section 43A.7.1 of the CAISO Tariff (or its successor) ("**CPM Price**");

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3.9 **CEC Certification and Verification.** Subject to Section 3.12 and in accordance with the timing set forth in this Section 3.9, Seller shall take all necessary steps including, but not limited to, making or supporting timely filings with the CEC to obtain and maintain CEC Certification and Verification for the Facility throughout the Delivery Term, including compliance with all applicable requirements for certified facilities set forth in the current version of the *RPS Eligibility Guidebook* (or its successor). Seller shall obtain CEC Precertification by the Commercial Operation Date. Within thirty (30) days after the Commercial Operation Date, Seller shall apply with the CEC for final CEC Certification and Verification. Within one hundred eighty (180) days after the Commercial Operation Date, Seller shall obtain and maintain throughout the remainder of the Delivery Term the final CEC Certification and Verification. Seller must promptly notify Buyer and the CEC of any changes to the information included in Seller’s application for CEC Certification and Verification for the Facility.

3.10 **Eligibility.** Subject to Section 3.12, Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Facility qualifies and is certified by the CEC as an Eligible Renewable Energy Resource as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Facility’s output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in Law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in Law. The term “commercially reasonable efforts” as used in this Section 3.10 means efforts consistent with and subject to Section 3.12.

3.11 **California Renewables Portfolio Standard.** Subject to Section 3.12, Seller shall also take all other actions necessary to ensure that the PV Energy produced from the Generating Facility is tracked for purposes of satisfying the California Renewables Portfolio Standard requirements, as may be amended or supplemented by the CPUC or CEC from time to time.

3.12 **Compliance Expenditure Cap.** If a change in Law occurring after the Effective Date has increased Seller’s cost to comply with Seller’s obligations under this Agreement that are made subject to this Section 3.12, including with respect to obtaining, maintaining, conveying or effectuating Buyer’s use of Green Attributes and Capacity Attributes (as applicable), then the Parties agree that the maximum aggregate amount of costs and expenses Seller shall be required to bear during the Delivery Term to comply with all of such obligations shall be capped at Twenty-

Five Thousand Dollars (\$25,000) per MW of Guaranteed Capacity (“**Compliance Expenditure Cap**”).

(a) Any actions required for Seller to comply with its obligations set forth in the first paragraph above, the cost of which will be included in the Compliance Expenditure Cap, shall be referred to collectively as the “**Compliance Actions**.”

(b) If Seller reasonably anticipates the need to incur out-of-pocket expenses in excess of the Compliance Expenditure Cap in order to take any Compliance Action Seller shall provide Notice to Buyer of such anticipated out-of-pocket expenses.

(c) Buyer will have sixty (60) days to evaluate such Notice (during which time period Seller is not obligated to take any Compliance Actions described in the Notice) and shall, within such time, either (1) agree to reimburse Seller for all or some portion of the costs that exceed the Compliance Expenditure Cap (such Buyer-agreed upon costs, the “**Accepted Compliance Costs**”), or (2) waive Seller’s obligation to take such Compliance Actions, or any part thereof for which Buyer has not agreed to reimburse Seller. If Buyer does not respond to a Notice given by Seller under this Section 3.12 within sixty (60) days after Buyer’s receipt of same, Buyer shall be deemed to have waived its rights to require Seller to take the Compliance Actions that are the subject of the Notice, and Seller shall have no further obligation to take, and no liability for any failure to take, such Compliance Actions until such time as Buyer agrees to pay such Accepted Compliance Costs.

(d) If Buyer agrees to reimburse Seller for the Accepted Compliance Costs, then Seller shall take such Compliance Actions covered by the Accepted Compliance Costs as agreed upon by the Parties and Buyer shall reimburse Seller for Seller’s actual costs to effect the Compliance Actions, not to exceed the Accepted Compliance Costs, within sixty (60) days from the time that Buyer receives an invoice and documentation of such costs from Seller.

3.13 **Project Configuration**. In order to optimize the benefits of the Facility, Buyer and Seller each agree that if requested by the other Party, then Buyer and Seller shall discuss in good faith potential reconfiguration of the Facility or Interconnection Facilities, including discussions to commence no later than one hundred eighty (180) days prior to the end of the fifth (5th) Contract Year regarding the use of grid energy to provide Charging Energy to commence at the beginning of the sixth (6th) Contract Year, or earlier if a change of applicable Laws makes such change feasible at an earlier date as mutually agreed to between the Parties; *provided*, neither Party shall be obligated to agree to any changes under this Agreement, or to incur any expense in connection with such changes, except under terms mutually acceptable to both Parties as set forth in a written agreement.

ARTICLE 4 OBLIGATIONS AND DELIVERIES

4.1 **Delivery**.

(a) **Energy**. Subject to the provisions of this Agreement, commencing on the Commercial Operation Date through the end of the Contract Term, Seller shall supply and deliver the Product to Buyer at the Delivery Point (except for PV Energy used as Charging Energy), and

Buyer shall take delivery of the Product at the Delivery Point (except for PV Energy used as Charging Energy) in accordance with the terms of this Agreement. Seller shall be responsible for paying or satisfying when due any costs or charges imposed in connection with the delivery of Facility Energy to the Delivery Point, including any operation and maintenance charges imposed by the Transmission Provider directly relating to the Facility's operations. Buyer shall be responsible for all costs, charges and penalties, if any, imposed in connection with the delivery of Facility Energy at and after the Delivery Point, including without limitation transmission costs and transmission line losses and imbalance charges. The PV Energy, Charging Energy and Discharging Energy will be scheduled with the CAISO by Buyer (or Buyer's designated Scheduling Coordinator) in accordance with Exhibit D.

(b) Green Attributes. All Green Attributes associated with Test Energy and the PV Energy during the Delivery Term are exclusively dedicated to and vested in Buyer. Seller represents and warrants that Seller holds the rights to all Green Attributes from the Facility, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the Product from the Facility.

(c) Energy Products. If, at any time during the Contract Term, Buyer requests Seller to provide any new or different Energy-related products or Ancillary Services that may become recognized from time to time in the CAISO market and that are not expressly listed in Exhibit Q (including, for example, reactive power), and Seller is able to provide any such product from the Facility without material adverse effect (including any obligation to incur more than *de minimis* costs or liabilities) on Seller or the Facility or Seller's obligations or liabilities under this Agreement, then Seller shall use commercially reasonable efforts to coordinate with Buyer to provide such product. If provision of any such new product would have a material adverse effect (including any obligation to incur more than *de minimis* costs or liabilities) on Seller or the Facility or Seller's obligations or liabilities under this Agreement, then Seller shall be obligated to provide such product only if the Parties first execute an amendment to this Agreement with respect to such product that is mutually acceptable to both Parties.

4.2 Title and Risk of Loss.

(a) Energy. Title to and risk of loss related to the Facility Energy, shall pass and transfer from Seller to Buyer at the Delivery Point. Seller warrants that all Product delivered to Buyer is free and clear of all liens, security interests, claims and encumbrances of any kind.

(b) Green Attributes. Title to and risk of loss related to the Green Attributes shall pass and transfer from Seller to Buyer upon the transfer of such Green Attributes in accordance with WREGIS.

4.3 Forecasting. Seller shall provide the forecasts described below. Seller shall use commercially reasonable efforts to forecast accurately and to transmit such information in a format reasonably acceptable to Buyer (or Buyer's designee).

(a) Annual Forecast of Energy. No less than forty-five (45) days before (i) the first day of the first Contract Year of the Delivery Term and (ii) the beginning of each calendar year for every subsequent Contract Year during the Delivery Term, Seller shall provide to Buyer

and the SC (if applicable) a non-binding forecast of each month's average-day expected PV Energy, by hour, for the following calendar year in a form substantially similar to the table found in Exhibit F-1, or as reasonably requested by Buyer.

(b) Monthly Forecast of PV Energy and Available Capacity. No less than thirty (30) days before the beginning of Commercial Operation, and thereafter ten (10) Business Days before the beginning of each month during the Delivery Term, Seller shall provide to Buyer and the SC (if applicable) a non-binding forecast of the hourly expected (i) available capacity of the Generating Facility, (ii) PV Energy, (iii) available Effective Storage Capacity, and (iv) available Storage Capability (items (i)-(iv) collectively referred to as the "**Forecasted Product**"), for each day of the following month in a form substantially similar to Exhibits F-1, F-2, F-3 and F-4, as applicable ("**Monthly Forecast**").

(c) Day-Ahead Forecast. By 5:30 AM Pacific Prevailing Time on the Business Day immediately preceding the date of delivery, or as otherwise specified by Buyer consistent with Prudent Operating Practice, Seller shall provide Buyer with a non-binding forecast of the hourly expected Forecasted Product, in each case, for each hour of the immediately succeeding day ("**Day-Ahead Forecast**"). A Day-Ahead Forecast provided in a day prior to any non-Business Day(s) shall include non-binding forecasts for the immediate day, each succeeding non-Business Day and the next Business Day. Each Day-Ahead Forecast shall clearly identify, for each hour, Seller's best estimate of the hourly expected Forecasted Product. Such Day-Ahead Forecasts shall be sent to Buyer's on-duty Scheduling Coordinator. If Seller fails to provide Buyer with a Day-Ahead Forecast as required herein for any period, then for such unscheduled delivery period only Buyer shall rely on any Real-Time Forecast or the Monthly Forecast or Buyer's best estimate based on information reasonably available to Buyer.

(d) Real-Time Forecasts. During the Delivery Term, Seller shall notify Buyer of any changes from the Day-Ahead Forecast of one (1) MW / one (1) MWh or more in the hourly expected Forecasted Product ("**Real-Time Forecast**"), that directly result from a Forced Facility Outage, Force Majeure Event or other cause, in each case that has not already been communicated to Buyer or Buyer's SC, as soon as reasonably possible, but no later than one (1) hour prior to the deadline for submitting schedules to the CAISO in accordance with the rules for participation in the Real-Time Market. If the Forecasted Product changes by at least one (1) MW as of a time that is less than one (1) hour prior to the Real-Time Market deadline, but before such deadline, then Seller must notify Buyer as soon as reasonably possible. Such Real-Time Forecasts of PV Energy shall be provided by an Approved Forecast Vendor and shall contain information regarding the beginning date and time of the event resulting in the change in any Forecasted Product, as applicable, the expected end date and time of such event, and any other information required by the CAISO or reasonably requested by Buyer. With respect to any Forced Facility Outage, Seller shall use commercially reasonable efforts to notify Buyer of such outage within ten (10) minutes of the commencement of the Forced Facility Outage. Seller shall inform Buyer of any developments that are reasonably likely to affect either the duration of such outage or the availability of the Facility during or after the end of such outage. Such Real-Time Forecasts shall be communicated in a method acceptable to Buyer, provided that Buyer specifies the method no later than sixty (60) days prior to the effective date of such requirement. In the event Buyer fails to provide Notice of an acceptable method for communications under this Section 4.3(d), then Seller shall send such communications by telephone and e-mail to Buyer.

(e) Forced Facility Outages. Notwithstanding anything to the contrary herein, Seller shall promptly notify Buyer's on-duty Scheduling Coordinator of Forced Facility Outages and Seller shall keep Buyer informed of any developments that will affect either the duration of the outage or the availability of the Facility during or after the end of the outage.

(f) Forecasting Penalties. In the event Seller does not in a given hour provide the forecast required in Section 4.3(d) and Buyer incurs a loss or penalty resulting from its scheduling activities with respect to Facility Energy during such hour, due to Seller's failure to provide such forecast, Seller shall be responsible for a "**Forecasting Penalty**" for each such hour equal to the product of (A) the absolute difference (if any) between (i) the expected PV Energy for such hour (which, assumes no Charging Energy or Discharging Energy in such hour) set forth in the Day-Ahead Forecast, and (ii) the actual PV Energy (absent any Charging Energy and Discharging Energy), multiplied by (B) the absolute value of the Real-Time Price in such hour. Settlement of Forecasting Penalties shall occur as set forth in Article 8 of this Agreement.

(g) CAISO Tariff Requirements. Seller shall comply with all applicable obligations for Variable Energy Resources under the CAISO Tariff and the Eligible Intermittent Resource Protocol, including providing appropriate operational data and meteorological data, and will fully cooperate with Buyer, Buyer's SC, and CAISO, in providing all data, information, and authorizations required thereunder.

4.4 Dispatch Down/Curtailment.

(a) General. Seller agrees to reduce the amount of PV Energy and/or Discharging Energy produced by the Facility, by the amount and for the period set forth in any Curtailment Order, Buyer Curtailment Order, or notice received from CAISO in respect of a Buyer Bid Curtailment; *provided*, Seller is not required to reduce such amount to the extent it is inconsistent with the limitations of the Facility set out in the Operating Restrictions.

(b) Buyer Curtailment. Buyer shall have the right to order Seller to curtail deliveries of PV Energy through Buyer Curtailment Orders, provided that Buyer shall pay Seller for all Deemed Delivered Energy associated with a Buyer Curtailment Period at the Renewable Rate.

(c) Failure to Comply. If Seller fails to comply with a Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order, then, for each MWh of PV Energy that is delivered by the Generating Facility to the Delivery Point that is in excess of the Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order, Seller shall pay Buyer for each such MWh at an amount equal to the sum of (A) + (B) + (C), where: (A) is the amount, if any, paid to Seller by Buyer for delivery of such excess MWh, (B) is the sum, for all Settlement Intervals with a Negative LMP during the Buyer Curtailment Period or Curtailment Period, of the absolute value of the product of such excess MWh in each Settlement Interval and the Negative LMP for such Settlement Interval, and (C) is any penalties assessed by the CAISO or other charges assessed by the CAISO resulting from Seller's failure to comply with the Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order.

(d) Seller Equipment Required for Operating Instruction Communications.

Seller shall acquire, install, and maintain such facilities, communications links and other equipment, and implement such protocols and practices, as necessary to respond to and follow operating instructions from the CAISO and Buyer's SC, including an electronic signal conveying real time and intra-day instructions, to operate the Facility as directed by Buyer from time to time in accordance with this Agreement and/or a Governmental Authority, including to implement a Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order in accordance with the methodologies applicable to the Facility and used to transmit such instructions. If at any time during the Delivery Term, Seller's facilities, communications links or other equipment, protocols or practices are not in compliance with methodologies applicable to the Facility and directed by Buyer, Seller shall take the steps necessary to become compliant as soon as commercially reasonably possible. Seller shall be liable pursuant to Section 4.4(c) for failure to comply with a Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order, during the time that Seller's facilities, communications links or other equipment, protocols or practices are not in compliance with applicable methodologies. A Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order communication via such systems and facilities shall have the same force and effect on Seller as any other form of communication.

4.5 **Energy Management.**

(a) **Charging Generally.** Upon receipt of a valid Charging Notice, Seller shall take any and all action necessary to deliver the Charging Energy to the Storage Facility in order to deliver the Storage Product in accordance with the terms of this Agreement, including maintenance, repair or replacement of equipment in Seller's possession or control used to deliver the Charging Energy from the Generating Facility to the Storage Facility. Except as otherwise expressly set forth in this Agreement, including Section 4.5(c), Section 4.5(i), and Section 4.9(d)(i), Buyer shall be responsible for paying all CAISO costs and charges associated with Charging Energy.

(b) **Charging Notices.** Buyer will have the right to charge the Storage Facility seven (7) days per week and twenty-four (24) hours per day (including holidays), by causing Charging Notices to be issued, subject to the requirements and limitations set forth in this Agreement, including the Operating Restrictions. Each Charging Notice issued in accordance with this Agreement will be effective unless and until Buyer's SC or the CAISO modifies such Charging Notice by providing Seller with an updated Charging Notice.

(c) **No Unauthorized Charging.** Seller shall not charge the Storage Facility during the Delivery Term other than pursuant to a valid Charging Notice (it being understood that Seller may adjust a Charging Notice to the extent necessary to maintain compliance with the Operating Restrictions), or in connection with a Seller Initiated Test (including Facility maintenance or a Storage Capacity Test), or pursuant to a notice from the Transmission Provider or Governmental Authority. If, during the Delivery Term, Seller charges the Storage Facility (i) to a Stored Energy Level greater than the Stored Energy Level provided for in a Charging Notice, or (ii) in violation of the first sentence of this Section 4.5(c), then (x) Seller shall pay Buyer the cost of such Energy associated with such charging of the Storage Facility, and (y) Buyer shall be entitled to discharge such Energy and entitled to all of the CAISO revenues and benefits (including Storage Product) associated with such discharge. Notwithstanding the foregoing, during any

Curtailment Period, Buyer shall use commercially reasonable efforts to cause all curtailed PV Energy to be used as Charging Energy.

(d) No Unauthorized Discharging. Seller shall not discharge the Storage Facility during the Delivery Term other than pursuant to a valid Discharging Notice (it being understood that Seller may adjust a Discharging Notice to the extent necessary to maintain compliance with the Operating Restrictions), or in connection with a Seller Initiated Test (including Facility maintenance or a Storage Capacity Test), or pursuant to a notice from the Transmission Provider or Governmental Authority. Buyer will have the right to discharge the Storage Facility seven (7) days per week and twenty-four (24) hours per day (including holidays), by causing Discharging Notices to be issued, subject to the requirements and limitations set forth in this Agreement. Each Discharging Notice issued in accordance with this Agreement will be effective unless and until Buyer's SC or the CAISO modifies such Discharging Notice by providing Seller with an updated Discharging Notice.

(e) Curtailments. Notwithstanding anything in this Agreement to the contrary, during any Settlement Interval, Curtailment Orders, Buyer Curtailment Orders, and Buyer Bid Curtailments applicable to such Settlement Interval shall have priority over any Charging Notices or Discharging Notices applicable to such Settlement Interval, and Seller shall have no liability for violation of this Section 4.5 or any Charging Notice or Discharging Notice if and to the extent such violation is caused by Seller's compliance with any Curtailment Order, Buyer Curtailment Order, Buyer Bid Curtailment or other instruction or direction from Buyer or its SC or a Governmental Authority or the Transmission Provider. Buyer shall have the right, but not the obligation, to provide Seller with updated Charging Notices and Discharging Notices during any Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order consistent with the Operating Restrictions.

(f) Unauthorized Charges and Discharges. If Seller or any third party charges, discharges or otherwise uses the Storage Facility other than as permitted hereunder or as expressly addressed in Section 4.5(g), it shall be a breach by Seller and Seller shall hold Buyer harmless from, and indemnify Buyer against, all actual costs or losses associated therewith, and be responsible to Buyer for any damages arising therefrom and, if Seller fails to implement procedures reasonably acceptable to Buyer to prevent any further occurrences of the same, then the failure to implement such procedures shall be an Event of Default under Article 11.

(g) CAISO Dispatches. During the Delivery Term, CAISO Dispatches shall have priority over any Charging Notice or Discharging Notice issued by Buyer's SC, and Seller shall have no liability for violation of this Section 4.5 or any Charging Notices or Discharging Notice if and to the extent such violation is caused by Seller's compliance with any CAISO Dispatch. During any time interval during the Delivery Term in which the Storage Facility is capable of responding to a CAISO Dispatch, but the Storage Facility deviates from a CAISO Dispatch, Seller shall be responsible for all CAISO charges and penalties resulting from such deviation (in addition to any Buyer remedy related to overcharging of the Storage Facility as set forth in Section 4.5(c)). To the extent the Storage Facility is unable to respond to ADS signals during any Calculation Interval, then as an exclusive remedy, such Calculation Interval shall be deemed an Unavailable Calculation Interval for purposes of calculating the YTD Annual Storage Capacity Availability.

(h) Pre-Commercial Operation Date Period Use and Charging and Discharging.

Prior to CAISO Commercial Operation, Buyer shall have no rights to issue or cause to be issued Charging Notices or Discharging Notices, and Seller shall have exclusive rights to charge and discharge the Storage Facility; *provided*, in regard to the Storage Facility, prior to CAISO Commercial Operation Seller shall only charge and discharge the Storage Facility in connection with installation, commissioning and testing of the Storage Facility and Seller shall be entitled to all CAISO revenues and other amounts paid by CAISO in respect of the Storage Facility testing. Upon CAISO Commercial Operation, Buyer shall have exclusive rights to issue or cause to be issued Charging Notices or Discharging Notices, and shall use commercially reasonable efforts to complete any installation, commissioning and testing activities of the Storage Facility. For the period from CAISO Commercial Operation until the Commercial Operation Date, Buyer shall pay to Seller fifty percent (50%) of the Monthly Capacity Payment, pro-rated on a daily basis, and Buyer shall be entitled to all CAISO revenues and other amounts paid by CAISO in respect of the Storage Facility.

(i) Station Use. Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge (i) Seller is responsible for providing all Energy to serve Station Use (including paying the cost of any Energy used to serve Station Use), (ii) the supply of such Station Use shall not be deemed a violation of this Agreement, including Sections 4.5(c), (d), and (f) (*provided*, Seller shall indemnify and hold harmless Buyer from any and all costs, penalties, charges or other adverse consequences that result from Energy supplied for Station Use by any means other than retail service from the applicable utility, and shall take any additional measures to ensure Station Use is supplied by the applicable utility's retail service if necessary to avoid any such costs, penalties, charges or other adverse consequences), and (iii) Station Use may not be supplied from PV Energy, Charging Energy or Discharging Energy.

4.6 Reduction in Energy Delivery Obligation. Without limiting Section 3.1 or Exhibit G:

(a) Facility Maintenance.

(i) Seller shall provide to Buyer written schedules for Planned Outages for each Contract Year no later than thirty (30) days prior to the first day of the applicable Contract Year. Buyer may provide comments no later than ten (10) days after receiving any such schedule, and Seller shall in good faith take into account any such comments. Seller shall deliver to Buyer the final updated schedule of Planned Outages no later than ten (10) days after receiving Buyer's comments. Seller shall be permitted to reduce deliveries of Product during any period of such Planned Outages.

(ii) If reasonably required in accordance with Prudent Operating Practices, Seller may perform maintenance at a different time than maintenance scheduled pursuant to Section 4.6(a)(i) or by providing at least sixty (60) days' notice subject to consent by Buyer not to be unreasonably withheld, conditioned or delayed. Seller shall provide Notice to Buyer within the time period determined by the CAISO for the Facility, as a Resource Adequacy Resource that is subject to the Availability Standards, to qualify for an "Approved Maintenance Outage" under the CAISO Tariff (or such shorter period as may be reasonably acceptable to Buyer based on the likelihood of dispatch by Buyer), and Seller shall (A) reimburse Buyer for any cost

Buyer incurs in connection therewith (including replacement Capacity Attributes as required by the CAISO), and (B) limit maintenance repairs performed pursuant to this Section 4.6(a) to periods when Buyer does not reasonably believe the Facility will be dispatched.

(iii) Notwithstanding anything in this Agreement to the contrary, no Planned Outages of the Facility shall be scheduled or planned from each June 1 through October 31 during the Delivery Term, unless approved by Buyer in writing in its sole discretion. In the event that Seller has a previously Planned Outage that becomes coincident with a System Emergency, Seller shall make all reasonable efforts to reschedule such Planned Outage.

(b) Forced Facility Outage. Seller shall be permitted to reduce deliveries of Product during any Forced Facility Outage. Seller shall provide Buyer with Notice and expected duration (if known) of any Forced Facility Outage.

(c) System Emergencies and other Interconnection Events. Seller shall be permitted to reduce deliveries of Product during any period of System Emergency, Transmission System Outage, Buyer Curtailment Period or upon notice of a Curtailment Order pursuant to the terms of this Agreement, the Interconnection Agreement or applicable tariff.

(d) Force Majeure Event. Subject to Article 10, Seller shall be permitted to reduce deliveries of Product during any Force Majeure Event to the extent such Force Majeure Event prevents Seller from delivering any such Product.

(e) Health and Safety. Seller shall be permitted to reduce deliveries of Product as necessary to maintain health and safety pursuant to Section 6.2.

Notwithstanding anything in this Section 4.6 to the contrary, (i) any reduction in Storage Capability or Availability Effective Storage Capacity resulting from Seller's reduction of Product deliveries pursuant to this Section 4.6 shall not excuse any such reductions in the Storage Capability and/or Availability Effective Storage Capacity for purposes of calculating the Annual Storage Capacity Availability pursuant to Exhibit P, (ii) any reduction in Product resulting from this Section 4.6 shall not reduce Seller's obligation to deliver Capacity Attributes, except to the extent that such inability or reduction is the result of circumstances set forth in Section 4.6(c) or Section 4.6(d), and (iii) subject to the terms and conditions of this Agreement, Buyer has no obligation to pay Seller for any Product from the Generating Facility for which the associated PV Energy is not or cannot be delivered to Buyer as a result of any of the conditions in this Section 4.6, other than Section 4.6(c) as to any Buyer Curtailment Period.

4.7 **Guaranteed Energy Production**. During each Performance Measurement Period, Seller shall deliver to Buyer an amount of PV Energy, not including any Excess MWh, equal to no less than the Guaranteed Energy Production (as defined below). "**Guaranteed Energy Production**" means an amount of PV Energy, as measured in MWh, equal to one hundred sixty percent (160%) of the average annual Expected Energy for the two (2) Contract Years constituting such Performance Measurement Period. Seller shall be excused from achieving the Guaranteed Energy Production during any Performance Measurement Period only to the extent of any Buyer Default or other Buyer failure to perform that directly prevents Seller from being able to deliver PV Energy to the Delivery Point. For purposes of determining whether Seller has achieved the Guaranteed Energy Production, Seller shall be deemed to have delivered to Buyer the sum of (a)

any Deemed Delivered Energy, plus (b) PV Energy in the amount it could reasonably have delivered to Buyer but was prevented from delivering to Buyer by reason of any Force Majeure Events, System Emergency, Transmission System Outage, or Curtailment Periods (“**Lost Output**”). If Seller fails to achieve the Guaranteed Energy Production amount in any Performance Measurement Period, Seller shall pay Buyer damages calculated in accordance with Exhibit G (“**Energy Replacement Damages**”); *provided* that Seller may, as an alternative, provide Replacement Product (as defined in Exhibit G) delivered to Buyer at SP 15 EZ Gen Hub under a Day-Ahead Schedule as an IST within ninety (90) days after the conclusion of the applicable Performance Measurement Period (i) upon a schedule reasonably acceptable to Buyer, (ii) provided that such deliveries do not impose additional costs upon Buyer for which Seller refuses to provide reimbursement, and (iii) not to exceed ten percent (10%) of the Expected Energy for the previous Contract Year.

4.8 **Storage Facility Availability; Ancillary Services.**

(a) During the Delivery Term, the Storage Facility shall maintain an Annual Storage Capacity Availability during each Contract Year of no less than [REDACTED] percent ([REDACTED]%) (the “**Guaranteed Storage Availability**”), which Annual Storage Capacity Availability shall be calculated in accordance with Exhibit P.

(b) During the Delivery Term, the Storage Facility shall maintain an Efficiency Rate of no less than the Guaranteed Efficiency Rate. Buyer’s sole remedy for an Efficiency Rate that is less than the Guaranteed Efficiency Rate is the adjustment of Seller’s Monthly Capacity Payment by the Efficiency Rate Factor pursuant to Exhibit C.

(c) Buyer’s exclusive remedies for Seller’s failure to achieve the Guaranteed Storage Availability are (i) the adjustment of Seller’s payment for the Product by application of the Capacity Availability Factor (as set forth in Exhibit C), and (ii) in the case of a Seller Event of Default as set forth in Section 11.1(b)(iv), the applicable remedies set forth in Article 11.

(d) Seller shall operate and maintain the Storage Facility throughout the Delivery Term so as to be able to provide the Ancillary Services in accordance with the specifications set forth in the Operating Restrictions and the Storage Facility’s initial CAISO Certification associated with the Installed Storage Capacity. To the extent the Storage Facility is unable to provide Ancillary Services for any reason not excused hereunder during any Calculation Interval that is not otherwise deemed an Unavailable Calculation Interval, then as exclusive remedies the Storage Capability for such Calculation Interval shall be deemed reduced for purposes of calculating the YTD Annual Storage Capacity Availability to the extent of such inability or failure multiplied by fifty percent (50%).

4.9 **Storage Facility Testing.**

(a) **Storage Capacity Tests.** Prior to the Commercial Operation Date, Seller shall schedule and complete a Commercial Operation Storage Capacity Test in accordance with Exhibit O. Thereafter, Seller and Buyer shall have the right to run additional Storage Capacity Tests in accordance with Exhibit O.

(i) Buyer shall have the right to send one or more representative(s) to witness all Storage Capacity Tests.

(ii) Following each Storage Capacity Test, Seller shall submit a testing report in accordance with Exhibit O. If the actual capacity determined pursuant to a Storage Capacity Test varies from the then-current Effective Storage Capacity then the actual capacity determined pursuant to such Storage Capacity Test shall become the new Effective Storage Capacity at the beginning of the day following the completion of the test for all purposes under this Agreement.

(b) Additional Testing. Seller shall, at times and for durations reasonably agreed to by Buyer, conduct necessary testing to ensure the Storage Facility is functioning properly and the Storage Facility is able to respond to Buyer or CAISO Dispatches.

(c) Buyer or Seller Initiated Tests. Any testing of the Storage Facility requested by Buyer after the Commercial Operation Storage Capacity Tests and all required annual tests pursuant to Section B of Exhibit O shall be deemed Buyer-instructed dispatches of the Facility (“**Buyer Dispatched Test**”). Any test of the Storage Facility that is not a Buyer Dispatched Test (including all tests conducted prior to Commercial Operation, any Commercial Operation Storage Capacity Tests, any Storage Capacity Test conducted if the Effective Storage Capacity immediately prior to such Storage Capacity Test is below seventy percent (70%) of the Installed Storage Capacity, any test required by CAISO (including any test required to obtain or maintain CAISO Certification), and other Seller-requested discretionary tests or dispatches, at times and for durations reasonably agreed to by Buyer, that Seller deems necessary for purposes of reliably operating or maintaining the Storage Facility or for re-performing a required test within a reasonable number of days of the initial required test (considering the circumstances that led to the need for a retest)) shall be deemed a “**Seller Initiated Test**”.

(i) For any Seller Initiated Test, other than Storage Capacity Tests required by Exhibit O for which there is a stated notice requirement, Seller shall notify Buyer no later than twenty-four (24) hours prior thereto (or any shorter period reasonably acceptable to Buyer consistent with Prudent Operating Practices).

(ii) No Charging Notices or Discharging Notices shall be issued during any Seller Initiated Test or Buyer Dispatched Test except as reasonably requested by Seller or Buyer to implement the applicable test. Periods during which Buyer Dispatched Tests render the Storage Facility (or any portion thereof, as applicable) unavailable shall be excluded for purposes of calculating the Annual Storage Capacity Availability. The Storage Facility will be deemed unavailable during any Seller Initiated Test, and Buyer shall not dispatch or otherwise schedule the Storage Facility during such Seller Initiated Test.

(d) Testing Costs and Revenues.

(i) For all Buyer Dispatched Tests, Buyer shall direct only Charging Energy to be used to charge the Storage Facility and Buyer shall be entitled to all CAISO revenues associated with a Storage Facility discharge during a Buyer Dispatched Test. For all Seller Initiated Tests, (1) Seller shall reimburse Buyer the amount of Buyer’s payment of the Charging Energy for

such Seller Initiated Test, and (2) Seller shall be entitled to all CAISO revenues associated with the discharge of such Energy, but all Green Attributes associated therewith shall be for Buyer's account at no additional cost to Buyer. Buyer shall pay to Seller, in the month following Buyer's receipt of such CAISO revenues and otherwise in accordance with Exhibit C, all applicable CAISO revenues received by Buyer and associated with the discharge Energy associated with such Seller Initiated Test.

(ii) Buyer shall be responsible for all costs, expenses and fees payable or reimbursable to its representative(s) witnessing any Facility test.

(iii) Except as set forth in Sections 4.9(d)(i) and (ii), all other costs of any testing of the Storage Facility shall be borne by Seller. Any such representative(s) of Buyer shall adhere to the safety and security procedures of Seller, which shall be provided by Seller to Buyer in writing. Buyer shall indemnify and hold Seller harmless for any losses or claims for personal injury, death or property damage to the Facility or Site solely to the extent caused by Buyer, its authorized agents, employees, and inspectors, during any such access.

4.10 **WREGIS**. Seller shall, at its sole expense, but subject to Section 3.12, take all actions and execute all documents or instruments necessary to ensure that all WREGIS Certificates associated with all Renewable Energy Credits corresponding to all PV Energy are issued and tracked for purposes of satisfying the requirements of the California Renewables Portfolio Standard and transferred in a timely manner to Buyer for Buyer's sole benefit. Seller shall transfer the Renewable Energy Credits to Buyer. Seller shall comply with all Laws, including the WREGIS Operating Rules, regarding the certification and transfer of such WREGIS Certificates to Buyer and Buyer shall be given sole title to all such WREGIS Certificates. Seller shall be deemed to have satisfied the warranty in Section 4.10(g), provided that Seller fulfills its obligations under Sections 4.10(a) through (g) below. In addition:

(a) Prior to the Commercial Operation Date, Seller shall register the Facility with WREGIS and establish an account with WREGIS ("**Seller's WREGIS Account**"), which Seller shall maintain until the end of the Delivery Term. Seller shall transfer the WREGIS Certificates using "**Forward Certificate Transfers**" (as described in the WREGIS Operating Rules) from Seller's WREGIS Account to the WREGIS account(s) of Buyer or the account(s) of a designee that Buyer identifies by Notice to Seller ("**Buyer's WREGIS Account**"). Seller shall be responsible for all expenses associated with registering the Facility with WREGIS, establishing and maintaining Seller's WREGIS Account, paying WREGIS Certificate issuance and transfer fees, and transferring WREGIS Certificates from Seller's WREGIS Account to Buyer's WREGIS Account.

(b) Seller shall cause Forward Certificate Transfers to occur on a monthly basis in accordance with the certification procedure established by the WREGIS Operating Rules. Since WREGIS Certificates will only be created for whole MWh amounts of PV Energy generated, any fractional MWh amounts (i.e., kWh) will be carried forward until sufficient generation is accumulated for the creation of a WREGIS Certificate.

(c) Seller shall, at its sole expense, ensure that the WREGIS Certificates for a given calendar month correspond with the PV Energy for such calendar month as evidenced by the Facility's metered data.

(d) Due to the ninety (90) day delay in the creation of WREGIS Certificates relative to the timing of invoice payment under Section 8.2, Buyer shall make an invoice payment for a given month in accordance with Section 8.2 before the WREGIS Certificates for such month are formally transferred to Buyer in accordance with the WREGIS Operating Rules and this Section 4.10. Notwithstanding this delay, Buyer shall have all right and title to all such WREGIS Certificates upon payment to Seller in accordance with Section 8.2.

(e) A "**WREGIS Certificate Deficit**" means any deficit or shortfall in WREGIS Certificates delivered to Buyer for a calendar month as compared to the PV Energy for the same calendar month ("**Deficient Month**") caused by an error or omission of Seller. If any WREGIS Certificate Deficit is caused by, or the result of any action or inaction of, Seller, then the amount of PV Energy in the Deficient Month shall be reduced by three (3) times the amount of the WREGIS Certificate Deficit for purposes of calculating Buyer's payment to Seller under Article 8 and the Guaranteed Energy Production for the applicable Contract Year; *provided*, such adjustment shall not apply to the extent that Seller either (x) resolves the WREGIS Certificate Deficit within ninety (90) days after the Deficient Month or (y) provides Replacement Green Attributes (as defined in Exhibit G) within ninety (90) days after the Deficient Month (i) upon a schedule reasonably acceptable to Buyer and (ii) provided that such deliveries do not impose additional costs upon Buyer for which Seller refuses to provide reimbursement. Without limiting Seller's obligations under this Section 4.10, if a WREGIS Certificate Deficit is caused solely by an error or omission of WREGIS, the Parties shall cooperate in good faith to cause WREGIS to correct its error or omission.

(f) If WREGIS changes the WREGIS Operating Rules after the Effective Date or applies the WREGIS Operating Rules in a manner inconsistent with this Section 4.10 after the Effective Date, the Parties promptly shall modify this Section 4.10 as reasonably required to cause and enable Seller to transfer to Buyer's WREGIS Account a quantity of WREGIS Certificates for each given calendar month that corresponds to the PV Energy in the same calendar month.

(g) Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in WREGIS will be taken prior to the first Energy delivery under this Agreement.

ARTICLE 5 TAXES

5.1 **Allocation of Taxes and Charges.** Seller shall pay or cause to be paid all Taxes on or with respect to the Facility or on or with respect to the sale and making available of Product to Buyer, that are imposed on Product prior to its delivery to Buyer at the time and place contemplated under this Agreement. Buyer shall pay or cause to be paid all Taxes on or with respect to the delivery to and purchase by Buyer of Product that are imposed on Product at and after its delivery to Buyer at the time and place contemplated under this Agreement (other than withholding or other Taxes imposed on Seller's income, revenue, receipts or employees). If a Party

is required to remit or pay Taxes that are the other Party's responsibility hereunder, such Party shall promptly pay the Taxes due and then seek and receive reimbursement from the other for such Taxes. In the event any sale of Product hereunder is exempt from or not subject to any particular Tax, Buyer shall provide Seller with all necessary documentation to evidence such exemption or exclusion within thirty (30) days after the date Buyer makes such claim. Buyer shall indemnify, defend, and hold Seller harmless from any liability with respect to Taxes for which Buyer is responsible hereunder and from which Buyer claims it is exempt.

5.2 **Cooperation.** Each Party shall use reasonable efforts to implement the provisions of and administer this Agreement in accordance with the intent of the Parties to minimize all Taxes, so long as no Party is materially adversely affected by such efforts. The Parties shall cooperate to minimize Tax exposure; *provided*, neither Party shall be obligated to incur any financial or operational burden to reduce Taxes for which the other Party is responsible hereunder without receiving due compensation therefor from the other Party. All Product delivered by Seller to Buyer hereunder shall be a sale made at wholesale, with Buyer reselling such Product.

ARTICLE 6 MAINTENANCE OF THE FACILITY

6.1 **Maintenance of the Facility.** Seller shall, as between Seller and Buyer, be solely responsible for the operation and maintenance of the Facility and the delivery of the Product and shall comply with Law and Prudent Operating Practice relating to the operation and maintenance of the Facility and the generation and sale of Product.

6.2 **Maintenance of Health and Safety.** Seller shall take reasonable safety precautions with respect to the operation, maintenance, repair and replacement of the Facility. If Seller becomes aware of any circumstances relating to the Facility that create an imminent risk of damage or injury to any Person or any Person's property, Seller shall take prompt, reasonable action to prevent such damage or injury and shall give Buyer's emergency contact identified in Exhibit N Notice of such condition. Such action may include disconnecting and removing all or a portion of the Facility, or suspending the supply of Facility Energy to the Delivery Point.

6.3 **Shared Facilities.** The Parties acknowledge and agree that certain of the Shared Facilities and Interconnection Facilities, and Seller's rights and obligations under the Interconnection Agreement, may be subject to certain shared facilities and/or co-tenancy agreements to be entered into among Seller, the Transmission Provider, Seller's Affiliates, and/or third parties pursuant to which certain Interconnection Facilities may be subject to joint ownership and shared maintenance and operation arrangements; *provided*, such agreements shall (i) permit Seller to perform or satisfy, and shall not purport to limit, its obligations hereunder, (ii) provide for separate metering of the Facility, (iii) provide that any other generating or energy storage facilities not included in the Facility but using Shared Facilities shall not be included within the Facility's CAISO Resource IDs, and (iv) provide that in the event of any discretionary allocation of curtailment of output from generating or energy storage facilities using the Shared Facilities shall not be allocated to the Facility more than its pro rata portion of the total capacity of all generating or energy storage facilities using the Shared Facilities.

ARTICLE 7 METERING

7.1 Metering.

(a) Subject to Section 7.1(b) (with respect to the entirety of the following Section 7.1(a)), unless the Parties agree otherwise pursuant to Section 3.13, the Facility shall have a separate CAISO Resource ID for each of the Generating Facility and the Storage Facility. Seller shall measure the amount of PV Energy using the Generating Facility Meter. Seller shall measure the Charging Energy and the Discharging Energy using the Storage Facility Meters. Seller shall separately meter all Station Use. All meters shall be operated pursuant to applicable CAISO-approved calculation methodologies and maintained at Seller's cost. Subject to meeting any applicable CAISO requirements, the Storage Facility Meter and Generating Facility Meter shall be programmed to adjust for all Electrical Losses from such meters to the Delivery Point in a manner subject to Buyer's prior written approval, not to be unreasonably withheld. Metering shall be consistent with the Metering Diagram set forth as Exhibit R. Each Storage Facility Meter and Generating Facility Meter shall be kept under seal, such seals to be broken only when the meters are to be tested, adjusted, modified or relocated. In the event Seller breaks a seal, Seller shall notify Buyer as soon as practicable. In addition, Seller hereby agrees to provide all meter data to Buyer in a form reasonably acceptable to Buyer, and consents to Buyer obtaining from CAISO the CAISO meter data directly relating to the Facility and all inspection, testing and calibration data and reports. Seller and Buyer, or Buyer's Scheduling Coordinator, shall cooperate to allow both Parties to retrieve the meter reads from the CAISO Operational Meter Analysis and Reporting (OMAR) web and/or directly from the CAISO meter(s) at the Facility.

(b) Section 7.1(a) is based on the Parties' mutual understanding as of the Effective Date that (i) the CAISO requires the configuration of the Facility to include, as the sole meters for the Facility, the Generating Facility Meter and the Storage Facility Meter, (ii) the CAISO requires the Generating Facility Meter and the Storage Facility Meter to be programmed for Electrical Losses as set forth in the definition of Electrical Losses in this Agreement, and (iii) the automatic adjustments to Charging Notices and Discharging Notices as set forth in the definitions of Charging Notice and Discharging Notice in this Agreement will not result in Seller violating, or incurring any costs, penalties or charges under, the CAISO Tariff. If any of the foregoing mutual understandings in (i), (ii), or (iii) between the Parties become incorrect during the Delivery Term, the Parties shall cooperate in good faith to make any amendments and modifications to the Facility and this Agreement as are reasonably necessary to conform this Agreement to the CAISO Tariff and avoid, to the maximum extent practicable, any CAISO charges, costs or penalties that may be imposed on either Party due to non-conformance with the CAISO Tariff, such agreement not to be unreasonably delayed, conditioned or withheld.

7.2 Meter Verification. Annually, if Seller has reason to believe there may be a meter malfunction, or upon Buyer's reasonable request, Seller shall test the meter. The tests shall be conducted by independent third parties qualified to conduct such tests. Buyer shall be notified seven (7) days in advance of such tests and have a right to be present during such tests. If a meter is inaccurate it shall be promptly repaired or replaced. If a meter is inaccurate by more than one percent (1%) and it is not known when the meter inaccuracy commenced (if such evidence exists such date will be used to adjust prior invoices), then the invoices covering the period of time since

the last meter test shall be adjusted for the amount of the inaccuracy on the assumption that the inaccuracy persisted during one-half of such period so long as such adjustments are accepted by CAISO and WREGIS; provided, such period may not exceed twelve (12) months.

ARTICLE 8 INVOICING AND PAYMENT; CREDIT

8.1 **Invoicing.** Seller shall use commercially reasonable efforts to deliver an invoice to Buyer for Product no later than the tenth (10th) day of each month for the previous calendar month. Each invoice shall (a) reflect records of metered data, including (i) CAISO metering and transaction data sufficient to document and verify the amount of Product delivered by the Facility for any Settlement Period during the preceding month, including the amount of PV Energy, Charging Energy, Discharging Energy, Replacement RA and Replacement Product delivered to Buyer (if any), the calculation of Deemed Delivered Energy and Adjusted Energy Production, the LMP prices at the Delivery Point for each Settlement Period, and the Contract Price applicable to such Product in accordance with Exhibit C, and (ii) data showing a calculation of the Monthly Capacity Payment and other relevant data for the prior month; and (b) be in a format reasonably specified by Buyer, covering the Product provided in the preceding month determined in accordance with the applicable provisions of this Agreement. Buyer shall, and shall cause its Scheduling Coordinator to, provide Seller with all reasonable access (including, in real time, to the maximum extent reasonably possible) to any records, including invoices or settlement data from the CAISO, forecast data and other information, all as may be necessary from time to time for Seller to prepare and verify the accuracy of all invoices.

8.2 **Payment.** Buyer shall make payment to Seller for Product (and any other amounts due) by wire transfer or ACH payment to the bank account provided on each monthly invoice. Buyer shall pay undisputed invoice amounts by the later of (a) ten (10) Business Days after Buyer's receipt of the invoice from Seller, and (b) the thirtieth (30th) day of the month after the operational month for which such invoice was rendered; *provided*, if such due date falls on a weekend or legal holiday, such due date shall be the next Business Day. Payments made after the due date will be considered late and will bear interest on the unpaid balance. If the amount due is not paid on or before the due date or if any other payment that is due and owing from one Party to another is not paid on or before its applicable due date, a late payment charge shall be applied to the unpaid balance and shall be added to the next billing statement. Such late payment charge shall be calculated based on an annual Interest Rate equal to the prime rate published on the date of the invoice in The Wall Street Journal (or, if The Wall Street Journal is not published on that day, the next succeeding date of publication), plus two percent (2%) (the "**Interest Rate**"). If the due date occurs on a day that is not a Business Day, the late payment charge shall begin to accrue on the next succeeding Business Day.

8.3 **Books and Records.** To facilitate payment and verification, each Party shall maintain all books and records necessary for billing and payments, including copies of all invoices under this Agreement, for a period of at least two (2) years or as otherwise required by Law. Upon fifteen (15) days' Notice to the other Party, either Party shall be granted reasonable access to the accounting books and records within the possession or control of the other Party pertaining to all invoices generated pursuant to this Agreement.

8.4 **Payment Adjustments; Billing Errors.** Payment adjustments shall be made if Buyer or Seller discovers there have been good faith inaccuracies in invoicing that are not otherwise disputed under Section 8.5 or an adjustment to an amount previously invoiced or paid is required due to a correction of data by the CAISO, or there is determined to have been a meter inaccuracy sufficient to require a payment adjustment. If the required adjustment is in favor of Buyer, Buyer's next monthly payment shall be credited in an amount equal to the adjustment. If the required adjustment is in favor of Seller, Seller shall add the adjustment amount to Buyer's next monthly invoice. Adjustments in favor of either Buyer or Seller shall bear interest, until settled in full, in accordance with Section 8.2, accruing from the date on which the adjusted amount should have been due.

8.5 **Billing Disputes.** A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered under this Agreement or adjust any invoice for any arithmetic or computational error within twelve (12) months of the date the invoice, or adjustment to an invoice, was rendered. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within five (5) Business Days of such resolution along with interest accrued at the Interest Rate from and including the original due date to but excluding the date paid. Inadvertent overpayments shall be returned via adjustments in accordance with Section 8.4. Any dispute with respect to an invoice is waived if the other Party is not notified in accordance with this Section 8.5 within twelve (12) months after the invoice is rendered or subsequently adjusted, except to the extent any misinformation was from a third party not affiliated with any Party and such third party corrects its information after the twelve-month period. If an invoice is not rendered within twelve (12) months after the close of the month during which performance occurred, the right to payment for such performance is waived.

8.6 **Netting of Payments.** The Parties hereby agree that they shall discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts owed by each Party to the other Party for the purchase and sale of Product during the monthly billing period under this Agreement or otherwise arising out of this Agreement, including any related damages calculated pursuant to Exhibits B and P, interest, and payments or credits, shall be netted so that only the excess amount remaining due shall be paid by the Party who owes it.

8.7 **Seller's Development Security.** To secure its obligations under this Agreement, Seller shall deliver the Development Security to Buyer within thirty (30) days after the Effective Date. Seller shall maintain the Development Security in full force and effect. Upon the earlier of (a) Seller's delivery of the Performance Security, or (b) sixty (60) days after termination of this Agreement, Buyer shall return the Development Security to Seller, less the amounts drawn in accordance with this Agreement. Subject to this Section 8.7 and the other terms of this Agreement governing Seller's Development Security requirements, Seller may change the type and/or issuer (as applicable) of the Development Security from time to time and at any time.

8.8 **Seller's Performance Security.** To secure its obligations under this Agreement,

Seller shall deliver Performance Security to Buyer on or before the Commercial Operation Date. If the Performance Security is not in the form of cash or Letter of Credit, it shall be substantially in the form of Guaranty set forth in Exhibit S. Seller shall maintain the Performance Security in full force and effect, and Seller shall within ten (10) Business Days after any draw thereon replenish the Performance Security in the event Buyer collects or draws down any portion of the Performance Security for any reason permitted under this Agreement other than to satisfy a Termination Payment, until the following have occurred: (a) the Delivery Term has expired or terminated early; and (b) all payment obligations of Seller due and payable under this Agreement, including compensation for penalties, Termination Payment, indemnification payments or other damages are paid in full (whether directly or indirectly such as through set-off or netting); *provided*, however, that in no event shall Seller have any obligation to replenish the Performance Security to the extent that the aggregate amount of such replenishment of the Performance Security during the Delivery Term exceeds two (2) times the Performance Security requirement. Following the occurrence of both events, Buyer shall promptly return to Seller the unused portion of the Performance Security. Subject to this Section 8.8 and the other terms of this Agreement governing Seller's Performance Security requirements, Seller may change the type and/or issuer (as applicable) of the Performance Security from time to time and at any time.

8.9 First Priority Security Interest in Cash or Cash Equivalent Collateral. To secure its obligations under this Agreement, and until released as provided herein, Seller hereby grants to Buyer a present and continuing first-priority security interest ("**Security Interest**") in, and lien on (and right to net against), and assignment of the Development Security, Performance Security, any other cash collateral and cash equivalent collateral posted pursuant to Sections 8.7 and 8.8 and any and all interest thereon or proceeds resulting therefrom or from the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of Buyer, and Seller agrees to take all action as Buyer reasonably requires in order to perfect Buyer's Security Interest in, and lien on (and right to net against), such collateral and any and all proceeds resulting therefrom or from the liquidation thereof.

Upon or any time after the occurrence of an Event of Default caused by Seller, an Early Termination Date resulting from an Event of Default caused by Seller, or an occasion provided for in this Agreement where Buyer is authorized to retain all or a portion of the Development Security or Performance Security, Buyer may do any one or more of the following (in each case subject to the final sentence of this Section 8.9):

(a) Exercise any of its rights and remedies with respect to the Development Security and Performance Security, including any such rights and remedies under Law then in effect;

(b) Draw on any outstanding Letter of Credit issued for its benefit and retain any cash held by Buyer as Development Security or Performance Security; and

(c) Liquidate all Development Security or Performance Security (as applicable) then held by or for the benefit of Buyer free from any claim or right of any nature whatsoever of Seller, including any equity or right of purchase or redemption by Seller.

Buyer shall apply the proceeds of the collateral realized upon the exercise of any such rights or

remedies to reduce Seller's obligations under this Agreement (Seller remains liable for any amounts owing to Buyer after such application), subject to Buyer's obligation to return any surplus proceeds remaining after such obligations are satisfied in full.

8.10 **Buyer's Financial Statements.** From the Effective Date, unless such financial statements are available on the internet at <https://www.cleanpoweralliance.org/>, if requested in writing by Seller, Buyer shall provide to Seller unaudited quarterly financial statements within ninety (90) days of the end of each quarter, and audited annual financial statements within one hundred eighty (180) days after the end of each fiscal year. Buyer's financial statements shall have been prepared in accordance with GAAP, provided that Buyer's quarterly budget-to-actual reports are not prepared in accordance with GAAP. Should any such statements not be available on a timely basis due to a delay in preparation or certification, such delay shall not be an Event of Default so long as Buyer diligently pursues the preparation, certification and delivery of the statements.

ARTICLE 9 NOTICES

9.1 **Addresses for the Delivery of Notices.** Any Notice required, permitted, or contemplated hereunder shall be in writing, shall be addressed to the Party to be notified at the address set forth in Exhibit N or at such other address or addresses as a Party may designate for itself from time to time by Notice hereunder.

9.2 **Acceptable Means of Delivering Notice.** Each Notice required, permitted, or contemplated hereunder shall be deemed to have been validly served, given or delivered as follows: (a) if sent by United States mail with proper first class postage prepaid, three (3) Business Days following the date of the postmark on the envelope in which such Notice was deposited in the United States mail; (b) if sent by a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement with such carrier made for the payment of such fees, the next Business Day after the same is delivered by the sending Party to such carrier; (c) if sent by electronic communication (including electronic mail or other electronic means) at the time indicated by the time stamp upon delivery and, if after 5 pm, on the next Business Day; or (d) if delivered in person, upon receipt by the receiving Party. Notwithstanding the foregoing, Notices of outages or other scheduling or dispatch information or requests, may be sent by electronic communication and shall be considered delivered upon successful completion of such transmission.

ARTICLE 10 FORCE MAJEURE

10.1 **Definition.**

(a) **"Force Majeure Event"** means any act or event that delays or prevents a Party from timely performing all or a portion of its obligations under this Agreement or from complying with all or a portion of the conditions under this Agreement if such act or event, despite the exercise of commercially reasonable efforts, cannot be avoided by and is beyond the reasonable control (whether direct or indirect) of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance, or noncompliance.

(b) Without limiting the generality of the foregoing, so long as the following events, despite the exercise of reasonable efforts, cannot be avoided by, and are beyond the reasonable control (whether direct or indirect) of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance or noncompliance, a Force Majeure Event may include an act of God or the elements, such as flooding, lightning, hurricanes, tornadoes, or ice storms; explosion; fire; volcanic eruption; flood; epidemic, pandemic, or plague; landslide; mudslide; sabotage; terrorism; earthquake; or other cataclysmic events; an act of public enemy; war; blockade; civil insurrection; riot; civil disturbance; or strikes or other labor difficulties caused or suffered by a Party or any third party except as set forth below.

(c) Notwithstanding the foregoing, the term “**Force Majeure Event**” does not include (i) economic conditions or changes in Law that render a Party’s performance of this Agreement at the Contract Price unprofitable or otherwise uneconomic (including an increase in component or compliance costs for any reason, including foreign or domestic tariffs, Buyer’s ability to buy Product at a lower price, or Seller’s ability to sell the Product, or any component thereof, at a higher price, than under this Agreement); (ii) Seller’s inability to obtain permits or approvals of any type for the construction, operation, or maintenance of the Facility, except to the extent such inability is caused by a Force Majeure Event; (iii) the inability of a Party to make payments when due under this Agreement, unless the cause of such inability is an event that would otherwise constitute a Force Majeure Event as described above; (iv) a Curtailment Order; (v) Seller’s inability to obtain sufficient labor, equipment, materials, or other resources to build or operate the Facility, including the lack of wind, sun or other fuel source of an inherently intermittent nature, except to the extent such inability is caused by a Force Majeure Event; (vi) a strike, work stoppage or labor dispute limited only to any one or more of Seller, Seller’s Affiliates, Seller’s contractors, their subcontractors thereof or any other third party employed by Seller to work on the Facility; (vii) any equipment failure except if such equipment failure is caused by a Force Majeure Event; or (viii) any action or inaction by any third party, including Transmission Provider, that delays or prevents the approval, construction or placement in service of any Interconnection Facilities or Network Upgrades, except to the extent caused by a Force Majeure Event.

10.2 **No Liability If a Force Majeure Event Occurs.** Except as provided in Section 4 of Exhibit B, neither Seller nor Buyer shall be liable to the other Party in the event it is prevented from performing its obligations hereunder in whole or in part due to a Force Majeure Event. The Party rendered unable to fulfill any obligation by reason of a Force Majeure Event shall take reasonable actions necessary to remove such inability with due speed and diligence. Nothing herein shall be construed as permitting that Party to continue to fail to perform after said cause has been removed. The obligation to use due speed and diligence shall not be interpreted to require resolution of labor disputes by acceding to demands of the opposition when such course is inadvisable in the discretion of the Party having such difficulty. Neither Party shall be considered in breach or default of this Agreement if and to the extent that any failure or delay in the Party’s performance of one or more of its obligations hereunder is caused by a Force Majeure Event. The occurrence and continuation of a Force Majeure Event shall not suspend or excuse the obligation of a Party to make any payments due hereunder.

10.3 **Notice.** In the event of any delay or nonperformance resulting from a Force Majeure Event, the Party suffering the Force Majeure Event shall (a) as soon as practicable, notify the other

Party in writing of the nature, cause, estimated date of commencement thereof, and the anticipated extent of any delay or interruption in performance, and (b) notify the other Party in writing of the cessation or termination of such Force Majeure Event, all as known or estimated in good faith by the affected Party; *provided*, a Party's failure to give timely Notice shall not affect such Party's ability to assert that a Force Majeure Event has occurred unless the delay in giving Notice materially prejudices the other Party.

10.4 **Termination Following Force Majeure Event or Development Cure Period.**

(a) If the cumulative extensions granted under the Development Cure Period (other than the extensions granted pursuant to clause 4(d) in Exhibit B) equal or exceed one hundred eighty (180) days, and Seller has demonstrated to Buyer's reasonable satisfaction that such delays did not result from Seller's actions or failure to take commercially reasonable actions, then Seller may terminate this Agreement upon Notice to Buyer. Upon such termination, neither Party shall have any liability to the other Party, save and except for those obligations specified in Section 2.1(b), and Buyer shall promptly return to Seller any Development Security then held by Buyer, less any amounts drawn in accordance with this Agreement.

(b) If a Force Majeure Event has occurred after the Commercial Operation Date that has caused either Party to be wholly or partially unable to perform its obligations hereunder in any material respect, and the impacted Party has claimed and received relief from performance of its obligations for a consecutive twelve (12) month period, then either Party may terminate this Agreement upon Notice to the other Party with respect to the Facility experiencing the Force Majeure Event; *provided*, in the case of Seller as the Party electing to terminate this Agreement, for a period of two (2) years from the date of the termination of this Agreement, Seller shall not, and shall cause its Affiliates and any successors or assign to not, following such termination directly or indirectly enter into any agreement or consummate any transaction relating to the sale of Facility Energy with any Person other than Buyer (a "**Third-Party Transaction**") except in compliance with the terms and conditions of Section 10.5. Upon any such termination, neither Party shall have any liability to the other Party, save and except for those obligations specified in Section 2.1(b), and Buyer shall promptly return to Seller any Performance Security then held by Buyer, less any amounts drawn in accordance with this Agreement.

10.5 **Right of First Refusal.**

(a) Following a termination by Seller under Section 10.4, if Seller receives a bona fide written offer for a Third-Party Transaction that Seller desires to accept (each, a "**Third-Party Offer**"), Seller shall immediately notify Buyer in writing (the "**Offer Notice**") of, subject to any confidentiality obligations that may apply to Seller, the identity of all proposed parties to such Third-Party Transaction and the material financial and other terms and conditions of such Third-Party Offer (the "**Material Terms**"). Each Offer Notice shall constitute an offer by Seller to enter into an agreement with Buyer on the same Material Terms of such Third-Party Offer (the "**ROFR Offer**").

(b) At any time prior to the expiration of the forty-five (45) day period following Buyer's receipt of the Offer Notice (the "**Exercise Period**"), Buyer may accept the ROFR Offer by delivery to Seller of a letter of intent containing the Material Terms and any

standard and customary conditions applicable to a transaction of this nature, executed by Buyer; provided, however, that Buyer is not required to accept any non-financial terms or conditions contained in any Material Terms that cannot be fulfilled by Buyer as readily as by any other Person (e.g., an agreement conditioned upon the services of a particular individual or the supply of goods or services exclusively under the control of such third-party offeror).

(c) If, by the expiration of the Exercise Period, Buyer has not accepted the ROFR Offer, and provided that Seller has complied with all of the provisions of this Section 10.5, at any time following the expiration of the Exercise Period, Seller may consummate the Third-Party Transaction with the counterparty identified in the applicable Offer Notice, on Material Terms that are the same or more favorable to Seller as the Material Terms set forth in the Offer Notice. If such Third-Party Transaction is not consummated, the terms and conditions of this Section 10.5 will again apply and Seller shall not enter into any Third-Party Transaction without affording Buyer the right of first refusal on the terms and conditions of this Section 10.5.

ARTICLE 11 DEFAULTS; REMEDIES; TERMINATION

11.1 **Events of Default**. An “**Event of Default**” shall mean,

(a) with respect to a Party (the “**Defaulting Party**”) that is subject to the Event of Default the occurrence of any of the following:

(i) the failure by such Party to make, when due, any payment required pursuant to this Agreement and such failure is not remedied within ten (10) Business Days after Notice thereof;

(ii) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated, and such default is not remedied within thirty (30) days after Notice thereof (or such longer additional period, not to exceed an additional sixty (60) days, if the Defaulting Party is unable to remedy such default within such initial thirty (30)-day period despite exercising commercially reasonable efforts);

(iii) the failure by such Party to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default set forth in this Section 11.1; and except for (A) failure to provide Capacity Attributes, the exclusive remedies for which are set forth in Section 3.8, (B) failures related to the Adjusted Energy Production that do not trigger the provisions of Section 11.1(b)(iii), the exclusive remedies for which are set forth in Section 4.7; and (C) failures related to the Annual Storage Capacity Availability or Guaranteed Efficiency Rate that do not trigger the provisions of Section 11.1(b)(iv), the exclusive remedies for which are set forth in Section 4.8) and such failure is not remedied within thirty (30) days after Notice thereof (or such longer additional period, not to exceed an additional ninety (90) days, if the Defaulting Party is unable to remedy such default within such initial thirty (30)-day period despite exercising commercially reasonable efforts);

(iv) such Party becomes Bankrupt;

(v) such Party assigns this Agreement or any of its rights hereunder other than in compliance with Article 14, if applicable; or

(vi) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of Law or pursuant to an agreement reasonably satisfactory to the other Party;

(b) with respect to Seller as the Defaulting Party, the occurrence of any of the following:

(i) if at any time, Seller delivers or attempts to deliver Energy to the Delivery Point for sale under this Agreement that was not generated or discharged by the Facility, except for Replacement Product;

(ii) the failure by Seller to (A) achieve Construction Start on or before the Guaranteed Construction Start Date as may be extended by Seller's payment of Daily Delay Damages pursuant to Section 1(b) of Exhibit B and/or a Development Cure Period pursuant to Section 4 of Exhibit B, or (B) achieve Commercial Operation on or before the Guaranteed Commercial Operation Date, as such date may be extended by Seller's payment of Commercial Operation Delay Damages pursuant to Section 2 of Exhibit B and/or a Development Cure Period pursuant to Section 4 of Exhibit B;

(iii) if, in any consecutive six (6) month period, the Adjusted Energy Production amount (calculated in accordance with Exhibit G) for such period is not at least ten percent (10%) of the 6-month pro rata amount of Expected Energy for such period adjusted for seasonality proportionately to the monthly forecast provided annually by Seller under Section 4.3(a), and Seller fails to (x) deliver to Buyer within ten (10) Business Days after Notice from Buyer a plan or report developed by Seller that describes the cause of the failure to meet the ten percent (10%) threshold and the actions that Seller has taken, is taking, or proposes to take in an effort to cure such condition along with the written confirmation of a Licensed Professional Engineer that such plan or report is in accordance with Prudent Operating Practices and capable of cure within a reasonable period of time, not to exceed one hundred eighty (180) days ("**Cure Plan**") and (y) complete such Cure Plan in all material respects as set forth therein, including within the timeframe set forth therein;

(iv) if, in any Contract Year, the Annual Storage Capacity Availability multiplied by the Effective Storage Capacity of the applicable period is not at least seventy percent (70%) multiplied by the Installed Storage Capacity, and Seller fails to (x) deliver to Buyer within ten (10) Business Days after Notice from Buyer a plan or report developed by Seller that describes the cause of the failure to meet such seventy percent (70%) multiplied by the Installed Storage Capacity threshold, and the actions that Seller has taken, is taking, or proposes to take in an effort to cure such condition along with the written confirmation of a Licensed Professional Engineer that such plan or report is in accordance with Prudent Operating Practices and capable of cure within a reasonable period of time, not to exceed one hundred eighty (180) days ("**Storage Cure**")

Plan”) and (y) complete such Storage Cure Plan in all material respects as set forth therein, including within the timeframe set forth therein;

(v) failure by Seller to satisfy the collateral requirements pursuant to Sections 8.7 or 8.8 within five (5) Business Days after Notice from Buyer, including the failure to replenish the Performance Security amount in accordance with this Agreement in the event Buyer draws against it for any reason other than to satisfy a Termination Payment;

(vi) with respect to any Guaranty provided for the benefit of Buyer, the failure by Seller to provide for the benefit of Buyer either (1) cash or (2) a replacement Letter of Credit from an issuer meeting the criteria set forth in the definition of Letter of Credit, in each case, in the amount required hereunder within ten (10) Business Days after Seller receives Notice of the occurrence of any of the following events:

(A) if any representation or warranty made by the Guarantor in connection with this Agreement is false or misleading in any material respect when made or when deemed made or repeated;

(B) the failure of the Guarantor to make any payment required or to perform any other material covenant or obligation in any Guaranty;

(C) the Guarantor becomes Bankrupt;

(D) the Guarantor shall fail to meet the criteria for an acceptable Guarantor as set forth in the definition of Guarantor;

(E) the failure of the Guaranty to be in full force and effect (other than in accordance with its terms) prior to the indefeasible satisfaction of all obligations of Seller hereunder; or

(F) the Guarantor shall repudiate, disaffirm, disclaim, or reject, in whole or in part, or challenge the validity of any Guaranty;

(vii) with respect to any outstanding Letter of Credit provided for the benefit of Buyer that is not then required under this Agreement to be canceled or returned, the failure by Seller to provide for the benefit of Buyer either (1) cash, or (2) a substitute Letter of Credit from a different issuer meeting the criteria set forth in the definition of Letter of Credit, in each case, in the amount required hereunder within ten (10) Business Days after Seller receives Notice of the occurrence of any of the following events:

(A) the issuer of the outstanding Letter of Credit shall fail to maintain a Credit Rating of at least A- by S&P or Fitch or A3 by Moody’s;

(B) the issuer of such Letter of Credit becomes Bankrupt;

(C) the issuer of the outstanding Letter of Credit shall fail to comply with or perform its obligations under such Letter of Credit and such

failure shall be continuing after the lapse of any applicable grace period permitted under such Letter of Credit;

(D) the issuer of the outstanding Letter of Credit shall fail to honor a properly documented request to draw on such Letter of Credit;

(E) the issuer of the outstanding Letter of Credit shall disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of, such Letter of Credit;

(F) such Letter of Credit fails or ceases to be in full force and effect at any time; or

(G) Seller shall fail to renew or cause the renewal of each outstanding Letter of Credit on a timely basis as provided in the relevant Letter of Credit and as provided in accordance with this Agreement, and in no event less than sixty (60) days prior to the expiration of the outstanding Letter of Credit;

(viii) failure by Seller to uninstall from the Facility any Prohibited PV Module identified by Buyer, within three hundred and sixty-five (365) days of Buyer's Notice to Seller that the Facility contains such Prohibited PV Module.

11.2 **Remedies; Declaration of Early Termination Date.** If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the other Party ("**Non-Defaulting Party**") shall have the following rights:

(a) to send Notice, designating a day, no earlier than the day such Notice is deemed to be received and no later than twenty (20) days after such Notice is deemed to be received, as an early termination date of this Agreement ("**Early Termination Date**") that terminates this Agreement (the "**Terminated Transaction**") and ends the Delivery Term effective as of the Early Termination Date;

(b) to accelerate all amounts owing between the Parties, and to collect as liquidated damages (i) the Damage Payment, or (ii) the Termination Payment, as applicable, in each case calculated in accordance with Section 11.3 below;

(c) to withhold any payments due to the Defaulting Party under this Agreement;

(d) to suspend performance; and

(e) to exercise any other right or remedy available at law or in equity, including specific performance or injunctive relief, except to the extent such remedies are expressly limited under this Agreement; *provided*, payment by the Defaulting Party of the Damage Payment or Termination Payment, as applicable, shall constitute liquidated damages and the Non-Defaulting Party's sole and exclusive remedy for any Terminated Transaction and the Event of Default related thereto.

11.3 **Damage Payment; Termination Payment.** If an Early Termination Date has been declared, the Non-Defaulting Party shall calculate, in a commercially reasonable manner, the Damage Payment or Termination Payment, as applicable, in accordance with this Section 11.3.

(a) **Damage Payment Prior to Commercial Operation Date.** If the Early Termination Date occurs before the Commercial Operation Date, then the Damage Payment shall be calculated in accordance with this Section 11.3(a).

(i) If Seller is the Defaulting Party, then the Damage Payment shall be owed to Buyer and shall be equal to the entire Development Security amount and any interest accrued thereon. Buyer shall be entitled to immediately retain for its own benefit those funds held as Development Security and any interest accrued thereon, and any amount of Development Security that Seller has not yet posted with Buyer shall be immediately due and payable by Seller to Buyer. Notwithstanding anything to the contrary in this Section 11.3(a)(i), in no event shall the Damage Payment paid by Seller exceed the full Development Security amount and any interest accrued thereon. There will be no amounts owed to Seller. The Parties agree that Buyer's damages in the event of an Early Termination Date prior to the Commercial Operation Date caused by Seller's default would be difficult or impossible to determine and that the damages set forth in this Section 11.3(a)(i) are a reasonable approximation of Buyer's harm or loss.

(ii) If Buyer is the Defaulting Party, then the Damage Payment shall be owed to Seller and shall equal the sum of the actual, documented and verifiable costs incurred by Seller between the Effective Date and the Early Termination Date in connection with the Facility, less the fair market value (determined in a commercially reasonable manner) of (A) all Seller's assets individually, or (B) the entire Facility, whichever is greater on the Early Termination Date, regardless of whether or not any Seller asset or the entire Facility is actually sold or disposed of. There will be no amount owed to Buyer. The Parties agree that Seller's damages in the event of an Early Termination Date prior to the Commercial Operation Date caused by Buyer's default would be difficult or impossible to determine and that the damages set forth in this Section 11.3(a)(ii) are a reasonable approximation of Seller's harm or loss.

(b) **Termination Payment On or After the Commercial Operation Date.** The payment owed by the Defaulting Party to the Non-Defaulting Party for a Terminated Transaction occurring after the Commercial Operation Date ("**Termination Payment**") shall be the aggregate of all Settlement Amounts plus any and all other amounts due to or from the Non-Defaulting Party (as of the Early Termination Date) netted into a single amount. The Non-Defaulting Party shall calculate, in a commercially reasonable manner, a Settlement Amount for the Terminated Transaction as of the Early Termination Date. Third parties supplying information for purposes of the calculation of Gains or Losses may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors and other sources of market information. The Settlement Amount shall not include consequential, incidental, punitive, exemplary, indirect or business interruption damages. Without prejudice to the Non-Defaulting Party's duty to mitigate, the Non-Defaulting Party shall not have to enter into replacement transactions to establish a Settlement Amount. Each Party agrees and acknowledges that (i) the actual damages that the Non-Defaulting Party would incur in connection with a Terminated Transaction would be difficult or impossible to predict with certainty, (ii) the Termination Payment described in this Section 11.3(b) is a reasonable and appropriate approximation of such damages, and (iii) the Termination

Payment described in this Section 11.3(b) is the exclusive remedy of the Non-Defaulting Party in connection with a Terminated Transaction but shall not otherwise act to limit any of the Non-Defaulting Party's rights or remedies if the Non-Defaulting Party does not elect a Terminated Transaction as its remedy for an Event of Default by the Defaulting Party.

11.4 **Notice of Payment of Termination Payment or Damage Payment.** As soon as practicable after a Terminated Transaction, but in no event later than sixty (60) days after the Early Termination Date, Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Damage Payment or Termination Payment, as applicable, and whether the Termination Payment or Damage Payment, as applicable, is due to or from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of such amount and the sources for such calculation. The Termination Payment or Damage Payment, as applicable, shall be made to or from the Non-Defaulting Party, as applicable, within ten (10) Business Days after such Notice is effective.

11.5 **Disputes With Respect to Termination Payment or Damage Payment.** If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment or Damage Payment, as applicable, in whole or in part, the Defaulting Party shall, within five (5) Business Days of receipt of the Non-Defaulting Party's calculation of the Termination Payment or Damage Payment, as applicable, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute. Disputes regarding the Termination Payment or Damage Payment, as applicable, shall be determined in accordance with Article 15.

11.6 **Limitation on Seller's Ability to Make or Agree to Third-Party Sales from the Facility after Early Termination Date.** If the Agreement is terminated by Buyer prior to the Commercial Operation Date due to Seller's Event of Default, neither Seller nor Seller's Affiliates may sell, market or deliver any Product associated with or attributable to the Facility to a party other than Buyer for a period of two (2) years following the Early Termination Date due to Seller's Event of Default, unless prior to selling, marketing or delivering such Product, or entering into the agreement to sell, market or deliver such Product to a party other than Buyer, Seller or Seller's Affiliates provide Buyer with a written offer to sell the Product on terms and conditions materially similar to the terms and conditions contained in this Agreement (including price), and Buyer fails to accept such offer within forty-five (45) days of Buyer's receipt thereof.

(a) Neither Seller nor Seller's Affiliates may sell or transfer the Facility, or any part thereof, or land rights or interests in the Site (including the interconnection queue position of the Facility) so long as the limitations contained in this Section 11.6 apply, unless the transferee agrees to be bound by the terms set forth in this Section 11.6 pursuant to a written agreement approved by Buyer.

(b) Seller shall indemnify and hold Buyer harmless from all benefits lost and other damages sustained by Buyer as a result of any breach by Seller of its covenants contained within this Section 11.6.

11.7 **Rights And Remedies Are Cumulative.** Except where liquidated damages or other remedy are explicitly provided as the exclusive remedy, the rights and remedies of a Party pursuant to this Article 11 shall be cumulative and in addition to the rights of the Parties otherwise provided in this Agreement.

11.8 **Mitigation.** Any Non-Defaulting Party shall be obligated to use commercially reasonable efforts to mitigate its Costs, Losses and damages resulting from any Event of Default of the other Party under this Agreement.

ARTICLE 12
LIMITATION OF LIABILITY AND EXCLUSION OF WARRANTIES.

12.1 **No Consequential Damages.** EXCEPT TO THE EXTENT PART OF (A) AN EXPRESS REMEDY OR MEASURE OF DAMAGES HEREIN, (B) AN IP INDEMNITY CLAIM, (C) AN ARTICLE 16 INDEMNITY CLAIM, (D) INCLUDED IN A LIQUIDATED DAMAGES CALCULATION, OR (E) RESULTING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR LOSSES OR DAMAGES FOR LOST REVENUE OR LOST PROFITS, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT, BY STATUTE, IN TORT OR CONTRACT.

12.2 **Waiver and Exclusion of Other Damages.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. ALL LIMITATIONS OF LIABILITY CONTAINED IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE PERTAINING TO SELLER'S LIMITATION OF LIABILITY AND THE PARTIES' WAIVER OF CONSEQUENTIAL DAMAGES, SHALL APPLY EVEN IF THE REMEDIES FOR BREACH OF WARRANTY PROVIDED IN THIS AGREEMENT ARE DEEMED TO "FAIL OF THEIR ESSENTIAL PURPOSE" OR ARE OTHERWISE HELD TO BE INVALID OR UNENFORCEABLE.

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS AND EXCLUSIVE REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED.

IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES ONLY. THE VALUE OF ANY TAX CREDITS, DETERMINED ON AN AFTER-TAX BASIS, LOST DUE TO BUYER'S DEFAULT (WHICH SELLER HAS NOT BEEN ABLE TO MITIGATE AFTER USE OF REASONABLE EFFORTS) AND AMOUNTS DUE IN CONNECTION WITH THE RECAPTURE OF ANY RENEWABLE ENERGY INCENTIVES, IF ANY, SHALL BE DEEMED TO BE DIRECT DAMAGES.

TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, INCLUDING UNDER SECTIONS 3.8, 4.7, 4.8, 11.2 AND 11.3, AND AS

PROVIDED IN EXHIBIT B, EXHIBIT C, EXHIBIT G, AND EXHIBIT P, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT, AND THAT THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE ANTICIPATED HARM OR LOSS. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. THE PARTIES HEREBY WAIVE ANY RIGHT TO CONTEST SUCH PAYMENTS AS AN UNREASONABLE PENALTY.

THE PARTIES ACKNOWLEDGE AND AGREE THAT MONEY DAMAGES AND THE EXPRESS REMEDIES PROVIDED FOR HEREIN ARE AN ADEQUATE REMEDY FOR THE BREACH BY THE OTHER OF THE TERMS OF THIS AGREEMENT, AND EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO SPECIFIC PERFORMANCE WITH RESPECT TO ANY OBLIGATION OF THE OTHER PARTY UNDER THIS AGREEMENT.

ARTICLE 13 REPRESENTATIONS AND WARRANTIES; AUTHORITY

13.1 **Seller's Representations and Warranties**. As of the Effective Date, Seller represents and warrants as follows:

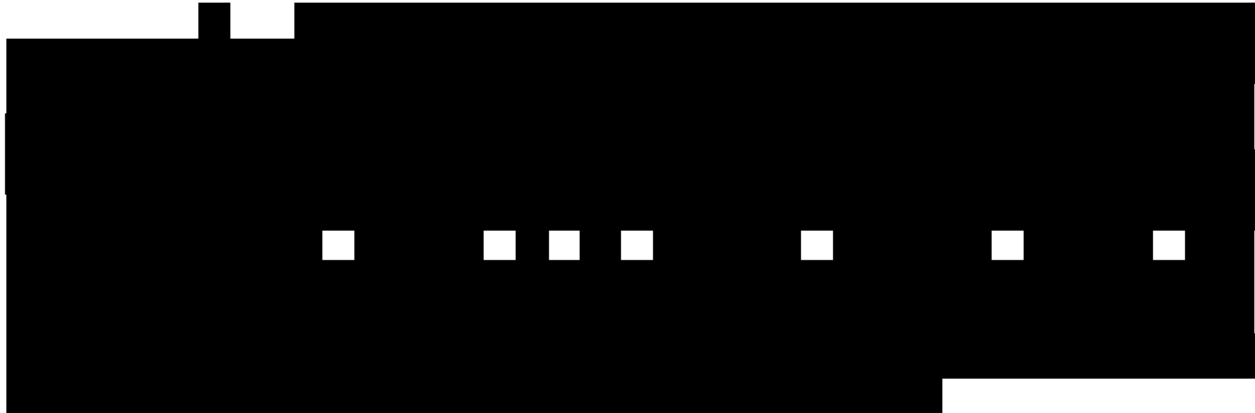
(a) Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, and is qualified to conduct business in each jurisdiction where the failure to so qualify would have a material adverse effect on the business or financial condition of Seller.

(b) Seller has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement, except where such failure does not have a material adverse effect on Seller's performance under this Agreement. The execution, delivery and performance of this Agreement by Seller has been duly authorized by all necessary limited liability company action on the part of Seller and does not and will not require the consent of any trustee or holder of any indebtedness or other obligation of Seller or any other party to any other agreement with Seller.

(c) The execution and delivery of this Agreement, consummation of the transactions contemplated herein, and fulfillment of and compliance by Seller with the provisions of this Agreement will not conflict with or constitute a breach of or a default under any Law presently in effect having applicability to Seller, subject to any permits that have not yet been obtained by Seller, the documents of formation of Seller or any outstanding trust indenture, deed of trust, mortgage, loan agreement or other evidence of indebtedness or any other agreement or instrument to which Seller is a party or by which any of its property is bound.

(d) This Agreement has been duly executed and delivered by Seller. This Agreement is a legal, valid and binding obligation of Seller enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditors' rights or by the exercise of judicial discretion in accordance with general principles of equity.

(e) The Facility is located in the State of California.



13.2 **Buyer's Representations and Warranties.** As of the Effective Date, Buyer represents and warrants as follows:

(a) Buyer is a joint powers authority and a validly existing community choice aggregator, duly organized, validly existing and in good standing under the laws of the State of California and the rules, regulations and orders of the California Public Utilities Commission, and is qualified to conduct business in each jurisdiction of the Joint Powers Agreement members. All Persons making up the governing body of Buyer are the elected or appointed incumbents in their positions and hold their positions in good standing in accordance with the Joint Powers Agreement and other Law.

(b) Buyer has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement, except where such failure does not have a material adverse effect on Buyer's performance under this Agreement. The execution, delivery and performance of this Agreement by Buyer has been duly authorized by all necessary action on the part of Buyer and does not and will not require the consent of any trustee or holder of any indebtedness or other obligation of Buyer or any other party to any other agreement with Buyer.

(c) The execution and delivery of this Agreement, consummation of the transactions contemplated herein, and fulfillment of and compliance by Buyer with the provisions of this Agreement will not conflict with or constitute a breach of or a default under any Law presently in effect having applicability to Buyer, including but not limited to community choice aggregation, the Joint Powers Act, competitive bidding, public notice, open meetings, election, referendum, or prior appropriation requirements, the documents of formation of Buyer or any outstanding trust indenture, deed of trust, mortgage, loan agreement or other evidence of

indebtedness or any other agreement or instrument to which Buyer is a party or by which any of its property is bound.

(d) This Agreement has been duly executed and delivered by Buyer. This Agreement is a legal, valid and binding obligation of Buyer enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditors' rights or by the exercise of judicial discretion in accordance with general principles of equity.

(e) Buyer warrants and covenants that with respect to its contractual obligations under this Agreement, it will not claim immunity on the grounds of sovereignty or similar grounds with respect to itself or its revenues or assets from (1) suit, (2) jurisdiction of court, (3) relief by way of injunction, order for specific performance or recovery of property, (4) attachment of assets, or (5) execution or enforcement of any judgment.

(f) Buyer is a "local public entity" as defined in Section 900.4 of the Government Code of the State of California.

(g) Buyer cannot assert sovereign immunity as a defense to the enforcement of its obligations under this Agreement.

13.3 **General Covenants.** Each Party covenants that commencing on the Effective Date and continuing throughout the Contract Term:

(a) It shall continue to be duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and to be qualified to conduct business in each jurisdiction where the failure to so qualify would have a material adverse effect on its business or financial condition;

(b) It shall maintain (or obtain from time to time as required) all regulatory authorizations necessary for it to legally perform its obligations under this Agreement; and

(c) It shall perform its obligations under this Agreement in compliance with all terms and conditions in its governing documents and in material compliance with any Law.

13.4 **Workforce Development.** The Parties acknowledge that in connection with Buyer's renewable energy procurement efforts, including entering into this Agreement, Buyer is committed to creating community benefits, which includes engaging a skilled and trained workforce and targeted hires. Accordingly, prior to the Guaranteed Construction Start Date, Seller shall ensure that work performed in connection with construction of the Facility will be conducted using a project labor agreement, community workforce agreement, work site agreement, collective bargaining agreement, or similar agreement providing for terms and conditions of employment with applicable labor organizations, and shall remain compliant with such agreement in accordance with the terms thereof.

ARTICLE 14 ASSIGNMENT

14.1 **General Prohibition on Assignments.** Except as provided below in this Article 14, neither Party may voluntarily assign this Agreement or its rights or obligations under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed. Any Change of Control of Seller (whether voluntary or by operation of law) will be deemed an assignment and will require the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed; provided, a Change of Control of Seller shall not require Buyer's consent if the assignee or transferee is a Permitted Transferee. Any assignment made without the required written consent (if applicable), or in violation of the conditions to assignment set out below, shall be null and void. Seller shall be responsible for Buyer's reasonable costs associated with the preparation, review, execution and delivery of documents in connection with any assignment of this Agreement by Seller, including without limitation reasonable attorneys' fees.

14.2 **Collateral Assignment.** Subject to the provisions of this Section 14.2, Seller has the right to assign this Agreement as collateral for any financing or refinancing of the Facility. In connection with any financing or refinancing of the Facility by Seller, Buyer shall in good faith work with Seller and Lender to agree upon a consent to collateral assignment of this Agreement in substantially the form attached as Exhibit T ("**Collateral Assignment Agreement**").

14.3 **Permitted Assignment by Seller.** Seller may, without the prior written consent of Buyer, transfer or assign this Agreement to: (a) an Affiliate of Seller or (b) any Person succeeding to all or substantially all of the assets of Seller (whether voluntary or by operation of law); if, and only if:

- (a) the assignee is a Permitted Transferee;
- (b) Seller gives Buyer Notice of such transfer or assignment within fifteen (15) Business Days before the date of such proposed transfer or assignment; and
- (c) Seller has provided Buyer a written agreement signed by the Person to which Seller wishes to assign its interests that (x) provides that such Person will assume all of Seller's obligations and liabilities under this Agreement upon such transfer or assignment and (y) certifies that such Person meets the definition of a Permitted Transferee.

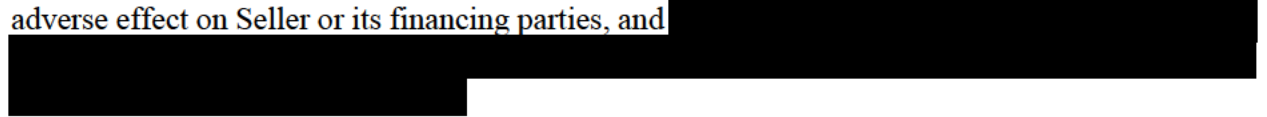
Notwithstanding the foregoing, any assignment by Seller, its successors or assigns under this Section 14.3 shall be of no force and effect unless and until such Notice and agreement by the assignee have been received and accepted by Buyer.

14.4 **Permitted Transfers by Seller.** Seller may make a Permitted Transfer, without the prior written consent of Buyer, provided that Seller has given Buyer Notice at least fifteen (15) Business Days before the date of such Permitted Transfer.

14.5 **Shared Facilities; Portfolio Financing.** Buyer agrees and acknowledges that Seller may elect to finance all or any portion of the Facility or the Interconnection Facilities or the Shared Facilities (1) utilizing tax equity investment, and/or (2) through a Portfolio Financing,

which may include cross-collateralization or similar arrangements. In connection with any financing or refinancing of the Facility, the Interconnection Facilities or the Shared Facilities by Seller or any Portfolio Financing, Buyer, Seller, Portfolio Financing Entity (if any), and Lender shall execute and deliver such further consents, approvals and acknowledgments as may be reasonable and necessary to facilitate such transactions; *provided*, Buyer shall not be required to agree to any terms or conditions which are reasonably expected to have a material adverse effect on Buyer and all reasonable attorney's fees incurred by Buyer in connection therewith shall be borne by Seller.

14.6 **Buyer Financing Assignment**. Seller agrees that Buyer may assign a portion of its rights and obligations under this Agreement to a Person in connection with a municipal prepayment financing transaction ("**Buyer Assignee**") at any time upon not less than fifteen (15) Business Days' notice by delivering Notice of such assignment, which notice must include a proposed assignment agreement substantially in the form attached hereto as Exhibit L ("**Assignment Agreement**"), provided that, at the time of such assignment, such Buyer Assignee has a Credit Rating equal to the higher of (a) Buyer's Credit Rating at the time of such assignment (if applicable), and (b) Baa3 from Moody's and BBB- from S&P. As reasonably requested by Buyer Assignee, Seller shall (i) provide Buyer Assignee with information and documentation with respect to Seller, including but not limited to account opening information, information related to forecasted generation, Credit Rating, and compliance with anti-money laundering rules, the Dodd-Frank Act, the Commodity Exchange Act, the Patriot Act and similar rules, regulations, requirements and corresponding policies; and (ii) promptly execute such Assignment Agreement and implement such assignment as contemplated thereby, subject only to the countersignature of Buyer Assignee and Buyer and the requirements of this Section 14.6; *provided*, (a) Seller shall not be required to agree to any terms or conditions which are reasonably expected to have a material adverse effect on Seller or its financing parties, and



ARTICLE 15 DISPUTE RESOLUTION

15.1 **Governing Law**. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of Law. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement.

15.2 **Dispute Resolution**. In the event of any dispute arising under this Agreement, within ten (10) days following the receipt of a Notice from either Party identifying such dispute, the Parties shall meet, negotiate and attempt, in good faith, to resolve the dispute quickly, informally and inexpensively. If the Parties are unable to resolve a dispute arising hereunder within the earlier of either thirty (30) days of initiating such discussions, or within forty (40) days after Notice of the dispute, either Party may seek any and all remedies available to it at law or in equity, subject to the limitations set forth in this Agreement.

15.3 **Attorneys' Fees**. In any proceeding brought to enforce this Agreement or because

of the breach by any Party of any covenant or condition herein contained, the prevailing Party shall be entitled to reasonable attorneys' fees (including reasonably allocated fees of in-house counsel) in addition to court costs and any and all other costs recoverable in said action.

ARTICLE 16 INDEMNIFICATION

16.1 Indemnification.

(a) Each Party (the "**Indemnifying Party**") agrees to indemnify, defend and hold harmless the other Party and its Affiliates, directors, officers, employees and agents (collectively, the "**Indemnified Party**") from and against all claims, demands, losses, liabilities, penalties, and expenses (including reasonable attorneys' fees) (i) for personal injury or death to Persons and damage to the property of any third party to the extent arising out of, resulting from, or caused by the negligent or willful misconduct of the Indemnifying Party, its Affiliates, its directors, officers, employees, or agents, or (ii) for third-party claims resulting from the Indemnifying Party's breach (including inaccuracy of any representation of warranty made hereunder), performance or non-performance of its obligations under this Agreement.

(b) Seller shall indemnify, defend and hold harmless Buyer and its Affiliates, directors, officers, employees from and against all claims, demands, losses, liabilities, penalties, and expenses (including reasonable attorneys' fees) in connection with any claims of infringement upon or violation of any trade secret, trademark, trade name, copyright, patent, or other intellectual property rights of any third party by equipment, software, applications or programs (or any portion of same) used in connection with the Facility (an "**IP Indemnity Claim**").

(c) Nothing in this Section 16.1 shall enlarge or relieve Seller or Buyer of any liability to the other for any breach of this Agreement. Neither Party shall be indemnified for its damages resulting from its sole negligence, intentional acts or willful misconduct. These indemnity provisions shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy.

16.2 **Claims.** Promptly after receipt by a Party of any claim or Notice of the commencement of any action, administrative, or legal proceeding, or investigation as to which the indemnity provided for in this Article 16 may apply, the Indemnified Party shall notify the Indemnifying Party in writing of such fact. The Indemnifying Party shall assume the defense thereof with counsel designated by the Indemnifying Party and satisfactory to the Indemnified Party, *provided*, if the defendants in any such action include both the Indemnified Party and the Indemnifying Party and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to, or inconsistent with, those available to the Indemnifying Party, the Indemnified Party shall have the right to select and be represented by separate counsel, at the Indemnifying Party's expense, unless a liability insurer is willing to pay such costs. If the Indemnifying Party fails to assume the defense of a claim meriting indemnification, the Indemnified Party may at the expense of the Indemnifying Party contest, settle, or pay such claim, *provided* that settlement or full payment of any such claim may be made only following consent of the Indemnifying Party or, absent such consent, written opinion of the Indemnified Party's counsel that such claim is meritorious or warrants settlement. Except as

otherwise provided in this Article 16, in the event that a Party is obligated to indemnify and hold the other Party and its successors and assigns harmless under this Article 16, the amount owing to the Indemnified Party will be the amount of the Indemnified Party's damages net of any insurance proceeds received by the Indemnified Party following a reasonable effort by the Indemnified Party to obtain such insurance proceeds.

ARTICLE 17 INSURANCE

17.1 Insurance.

(a) General Liability. Seller shall maintain, or cause to be maintained at its sole expense, (i) commercial general liability insurance, including products and completed operations and personal injury insurance, in a minimum amount of Ten Million Dollars (\$10,000,000) per occurrence, and an annual aggregate of not less than Ten Million Dollars (\$10,000,000), endorsed to provide contractual liability in said amount, specifically covering Seller's obligations under this Agreement and including Buyer as an additional insured; and (ii) an umbrella insurance policy in a minimum limit of liability of Ten Million Dollars (\$10,000,000) per occurrence and in aggregate. Defense costs shall be provided as an additional benefit and not included within the limits of liability. Such insurance shall contain standard cross-liability and severability of interest provisions. The amount of insurance required above may be satisfied by any combination of primary and excess insurance.

(b) Employer's Liability Insurance. Employers' Liability insurance shall not be less than One Million Dollars (\$1,000,000.00) for injury or death occurring as a result of each accident. With regard to bodily injury by disease, the One Million Dollar (\$1,000,000) policy limit will apply to each employee.

(c) Workers Compensation Insurance. Seller, if it has employees, shall also maintain at all times during the Contract Term workers' compensation and employers' liability insurance coverage in accordance with applicable requirements of Law.

(d) Business Auto Insurance. Seller shall maintain at all times during the Contract Term business auto insurance for bodily injury and property damage with limits of One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of Seller's use of all owned (if any), non-owned and hired vehicles, including trailers or semi-trailers in the performance of the Agreement.

(e) Builder's All-Risk Insurance. Seller shall maintain or cause to be maintained during the construction of the Facility prior to the Commercial Operation Date, builder's all-risk insurance covering the Facility during such construction periods.

(f) Subcontractor Insurance. Seller shall require all of its subcontractors to carry: (i) comprehensive general liability insurance with a combined single limit of coverage not

less than One Million Dollars (\$1,000,000); (ii) workers' compensation insurance and employers' liability coverage in accordance with applicable requirements of Law; and (iii) business auto insurance for bodily injury and property damage with limits of one million dollars (\$1,000,000) per occurrence. All subcontractors shall name Seller as an additional insured to insurance carried pursuant to clauses (f)(i) and (f)(iii). All subcontractors shall provide a primary endorsement and a waiver of subrogation to Seller for the required coverage pursuant to this Section 17.1(f).

(g) Evidence of Insurance. Within ten (10) days after execution of the Agreement and upon annual renewal thereafter, Seller shall deliver to Buyer certificates of insurance evidencing such coverage. Such certificates shall specify that Buyer shall be given at least thirty (30) days prior Notice by Seller in the event of any material modification, cancellation or termination of coverage. Such insurance shall be primary coverage without right of contribution from any insurance of Buyer. Any other insurance maintained by Seller is for the exclusive benefit of Seller and shall not in any manner inure to the benefit of Buyer. The general liability, auto liability and worker's compensation policies shall be endorsed with a waiver of subrogation in favor of Buyer for all work performed by Seller, its employees, agents and sub-contractors.

(h) Failure to Comply with Insurance Requirements. If Seller fails to comply with any of the provisions of this Article 17, Seller, among other things and without restricting Buyer's remedies under the Law or otherwise, shall, at its own cost and expense, act as an insurer and self-insure in accordance with the terms and conditions above. With respect to the required general liability, umbrella liability and business automobile liability insurance, Seller shall provide a current, full and complete defense to Buyer, its subsidiaries and Affiliates, and their respective officers, directors, shareholders, agents, employees, assigns, and successors in interest, in response to a third-party claim in the same manner that an insurer would have, had the insurance been maintained in accordance with the terms and conditions set forth above. In addition, alleged violations of the provisions of this Article 17 means that Seller has the initial burden of proof regarding any legal justification for refusing or withholding coverage and Seller shall face the same liability and damages as an insurer for wrongfully refusing or withholding coverage in accordance with the laws of California.

ARTICLE 18 CONFIDENTIAL INFORMATION

18.1 Definition of Confidential Information. The following constitutes "**Confidential Information**," whether oral or written which is delivered by Seller to Buyer or by Buyer to Seller including: (a) the terms and conditions of, and proposals and negotiations related to, this Agreement, and (b) information that either Seller or Buyer stamps or otherwise identifies as "confidential" or "proprietary" before disclosing it to the other. Confidential Information does not include (i) information that was publicly available at the time of the disclosure, other than as a result of a disclosure in breach of this Agreement; (ii) information that becomes publicly available through no fault of the recipient after the time of the delivery; (iii) information that was rightfully in the possession of the recipient (without confidential or proprietary restriction) at the time of delivery or that becomes available to the recipient from a source not subject to any restriction against disclosing such information to the recipient; and (iv) information that the recipient independently developed without a violation of this Agreement.

18.2 **Duty to Maintain Confidentiality.** The Party receiving Confidential Information (the “**Receiving Party**”) from the other Party (the “**Disclosing Party**”) shall not disclose Confidential Information to a third party (other than the Party’s employees, lenders (including bona fide prospective lenders), counsel, accountants, directors or advisors, or any such representatives of a Party’s Affiliates, who have a need to know such information and have agreed to keep such terms confidential) except in order to comply with any applicable Law, regulation, or any exchange, control area or independent system operator rule or in connection with any court or regulatory proceeding applicable to such Party or any of its Affiliates; *provided*, each Party shall, to the extent practicable, use reasonable efforts to prevent or limit the disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation. The Parties agree and acknowledge that nothing in this Section 18.2 prohibits a Party from disclosing any one or more of the commercial terms of a transaction (other than the name of the other Party unless otherwise agreed to in writing by the Parties) to any industry price source for the purpose of aggregating and reporting such information in the form of a published energy price index.

The Parties acknowledge and agree that the Agreement and any transactions entered into in connection herewith are subject to the requirements of the California Public Records Act (Government Code Section 6250 et seq.). In order to designate information as confidential, the Disclosing Party must clearly stamp and identify the specific portion of the material designated with the word “Confidential.” The Parties agree not to over-designate material as Confidential Information. Over-designation includes stamping whole agreements, entire pages or series of pages as “Confidential” that clearly contain information that is not Confidential Information.

Upon request or demand of any third person or entity not a Party hereto to Buyer pursuant to the California Public Records Act for production, inspection and/or copying of Confidential Information (“**Requested Confidential Information**”), Buyer shall as soon as practical notify Seller in writing via email that such request has been made. Seller shall be solely responsible for taking at its sole expense whatever legal steps are necessary to prevent release of the Requested Confidential Information to the third party by Buyer. If Seller takes no such action after receiving the foregoing notice from Buyer, Buyer shall, at its discretion, be permitted to comply with the third party’s request or demand and is not required to defend against it. If Seller does take or attempt to take such action, Buyer shall provide timely and reasonable cooperation to Seller, if requested by Seller, and Seller agrees to indemnify and hold harmless Buyer, its officers, employees and agents (“**Buyer’s Indemnified Parties**”), from any claims, liability, award of attorneys’ fees, or damages, and to defend any action, claim or lawsuit brought against any of Buyer’s Indemnified Parties for Buyer’s refusal to disclose any Requested Confidential Information.

18.3 **Irreparable Injury; Remedies.** Receiving Party acknowledges that its obligations hereunder are necessary and reasonable in order to protect Disclosing Party and the business of Disclosing Party, and expressly acknowledges that monetary damages would be inadequate to compensate Disclosing Party for any breach or threatened breach by Receiving Party of any covenants and agreements set forth herein. Accordingly, Receiving Party acknowledges that any such breach or threatened breach will cause irreparable injury to Disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Disclosing

Party will be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

18.4 **Further Permitted Disclosure.** Notwithstanding anything to the contrary in this Article 18, Confidential Information may be disclosed by the Receiving Party to any of its agents, consultants, contractors, trustees, or actual or potential financing parties (including, in the case of Seller, its Lender(s)), so long as such Person to whom Confidential Information is disclosed agrees in writing to be bound by confidentiality provisions that are at least as restrictive as this Article 18 to the same extent as if it were a Party.

18.5 **Press Releases.** Neither Party shall issue (or cause its Affiliates to issue) a press release regarding the transactions contemplated by this Agreement unless both Parties have agreed upon the contents of any such public statement.

ARTICLE 19 MISCELLANEOUS

19.1 **Entire Agreement; Integration; Exhibits.** This Agreement, together with the Cover Sheet and Exhibits attached hereto constitutes the entire agreement and understanding between Seller and Buyer with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits attached hereto are integral parts hereof and are made a part of this Agreement by reference. The headings used herein are for convenience and reference purposes only. In the event of a conflict between the provisions of this Agreement and those of the Cover Sheet or any Exhibit, the provisions of first the Cover Sheet, and then this Agreement shall prevail, and such Exhibit shall be corrected accordingly. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

19.2 **Amendments.** This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Seller and Buyer; *provided*, this Agreement may not be amended by electronic mail communications.

19.3 **No Waiver.** Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default.

19.4 **No Agency, Partnership, Joint Venture or Lease.** Seller and the agents and employees of Seller shall, in the performance of this Agreement, act in an independent capacity and not as officers or employees or agents of Buyer. Under this Agreement, Seller and Buyer intend to act as energy seller and energy purchaser, respectively, and do not intend to be treated as, and shall not act as, partners in, co-venturers in or lessor/lessee with respect to the Facility or any business related to the Facility. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement) and/or, to the extent set forth herein, any Lender and/or Indemnified Party.

19.5 **Severability.** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the Parties agree that all other provisions of this Agreement have force

and effect and shall not be affected thereby. The Parties shall, however, use their best endeavors to agree on the replacement of the void, illegal or unenforceable provision(s) with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and this Agreement as a whole.

19.6 **Mobile-Sierra**. Notwithstanding any other provision of this Agreement, neither Party shall seek, nor shall they support any third party seeking, to prospectively or retroactively revise the rates, terms or conditions of service of this Agreement through application or complaint to FERC pursuant to the provisions of Section 205, 206 or 306 of the Federal Power Act, or any other provisions of the Federal Power Act, absent prior written agreement of the Parties. Further, absent the prior written agreement in writing by both Parties, the standard of review for changes to the rates, terms or conditions of service of this Agreement proposed by a Party shall be the “public interest” standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956). Changes proposed by a non-Party or FERC acting *sua sponte* shall be subject to the most stringent standard permissible under applicable Law.

19.7 **Counterparts**. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and each of which shall be deemed an original.

19.8 **Electronic Delivery**. This Agreement may be duly executed and delivered by a Party by electronic format (including portable document format (.pdf)) delivery of the signature page of a counterpart to the other Party.

19.9 **Binding Effect**. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

19.10 **No Recourse to Members of Buyer**. Buyer is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to its Joint Powers Agreement and is a public entity separate from its constituent members. Buyer shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Seller shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Buyer’s constituent members, or the employees, directors, officers, consultants or advisors of Buyer or its constituent members, in connection with this Agreement.

19.11 **Forward Contract**. The Parties acknowledge and agree that this Agreement constitutes a “forward contract” within the meaning of the U.S. Bankruptcy Code, and Buyer and Seller are “forward contract merchants” within the meaning of the U.S. Bankruptcy Code. Each Party further agrees that, for all purposes of this Agreement, each Party waives and agrees not to assert the applicability of the provisions of 11 U.S.C. § 366 in any Bankruptcy proceeding wherein such Party is a debtor. In any such proceeding, each Party further waives the right to assert that the other Party is a provider of last resort to the extent such term relates to 11 U.S.C. §366 or another provision of 11 U.S.C. § 101-1532.

19.12 **Change in Electric Market Design.** If a change in the CAISO Tariff renders this Agreement or any provisions hereof incapable of being performed or administered, then any Party may request that Buyer and Seller enter into negotiations to make the minimum changes to this Agreement necessary to make this Agreement capable of being performed and administered, while attempting to preserve to the maximum extent possible the benefits, burdens, and obligations set forth in this Agreement as of the Effective Date. Upon delivery of such a request, Buyer and Seller shall engage in such negotiations in good faith. If Buyer and Seller are unable, within sixty (60) days after delivery of such request, to agree upon changes to this Agreement or to resolve issues relating to changes to this Agreement, then any Party may submit issues pertaining to changes to this Agreement to the dispute resolution process set forth in Article 15. Notwithstanding the foregoing, (i) a change in cost shall not in and of itself be deemed to render this Agreement or any of the provisions hereof incapable of being performed or administered, and (ii) all of the unaffected provisions of this Agreement shall remain in full force and effect during any period of such negotiation or dispute resolution.

19.13 **Further Assurances.** Each of the Parties hereto agrees to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

RESURGENCE SOLAR II, LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____

CLEAN POWER ALLIANCE OF
SOUTHERN CALIFORNIA, a California
joint powers authority

By: _____
Name: _____
Title: _____

EXHIBIT A

FACILITY DESCRIPTION

Site Name: Resurgence Solar II

Site includes all or some of the following APNs: 0491-101-16-0000, 0491-101-17-0000, 0491-101-18-0000, 0491-101-19-000, 0491-151-38-0000, 0491-151-39-0000, 0491-151-40-0000, 0498-171-05-0000, 0498-171-06-0000

City: Boron

County: San Bernardino, CA

Zip Code: 93516

Latitude and Longitude: 35.0131, -117.5487

Facility Description: A solar photovoltaic electric generating facility with a net nameplate capacity of 48 MW AC coupled with a lithium ion (Li-Ion) battery storage facility with a net nameplate capacity of 40 MW AC / 160 MWh located near the City of Boron within San Bernardino County, California. The Facility is a portion of a larger 138 MW solar + 115 MW storage project. Seller may install additional inverter capacity to account for production and delivery losses.

Site Diagram: Attached

Delivery Point: P-node

Generating Facility Metering Points: See Exhibit R

Storage Facility Metering Points: See Exhibit R

P-node: To be established prior to the Commercial Operation Date at the Kramer Junction 115kV bus. Seller shall promptly notify Buyer following the establishment of the P-node.

Transmission Provider: South California Edison

Additional Information: None

EXHIBIT B

FACILITY CONSTRUCTION AND COMMERCIAL OPERATION

1. Construction of the Facility.

- a. “**Construction Start**” will occur upon Seller’s acquisition of all applicable regulatory authorizations, approvals and permits for the construction of the Facility, and once Seller has engaged all primary contractors and ordered all essential equipment and supplies as, in each case, can reasonably be considered necessary so that physical construction of the Facility may begin and proceed to completion without foreseeable interruption of material duration, and has executed an engineering, procurement, and construction contract and issued thereunder a final notice to proceed that authorizes the contractor to mobilize to Site and begin physical construction (including, at a minimum, excavation for foundations or the installation or erection of improvements) at the Site. The date of Construction Start will be evidenced by and subject to Seller’s delivery to Buyer of a certificate substantially in the form attached as Exhibit J hereto, and the date certified therein shall be the “**Construction Start Date**.” Subject to the other terms of this Agreement, Seller shall cause Construction Start to occur no later than the Guaranteed Construction Start Date.

- b. Seller may extend the Guaranteed Construction Start Date (in addition to any extensions pursuant to a Development Cure Period) by paying Daily Delay Damages to Buyer for each day Seller desires to extend the Guaranteed Construction Start Date, not to exceed a total of one hundred twenty (120) days of extensions by such payment of Daily Delay Damages. On or before the date that is ten (10) days prior to the then-current Guaranteed Construction Start Date (which may have already been extended due to a Development Cure Period or a prior payment of Daily Delay Damages), Seller shall provide notice and payment to Buyer of the Daily Delay Damages for the number of days of extension to the Guaranteed Construction Start Date. If Seller achieves Construction Start prior to the Guaranteed Construction Start Date, as extended by the payment of Daily Delay Damages (and as may have been further extended by a Development Cure Period), Buyer shall refund to Seller the Daily Delay Damages for each day Seller achieves Construction Start prior to the Guaranteed Construction Start Date times the Daily Delay Damages, not to exceed the total amount of Daily Delay Damages paid by Seller pursuant to this Section 1(b). Additionally, if Seller achieves Commercial Operation on or before the Guaranteed Commercial Operation Date (not including any extensions to such date resulting from Seller’s payment of Commercial Operation Delay Damages, but as may be extended pursuant to a Development Cure Period), then Buyer shall refund to Seller all Daily Delay Damages paid by Seller and not previously refunded by Buyer. If Seller achieves Commercial Operation after the Guaranteed Commercial Operation Date (not including any extensions to such date resulting from Seller’s payment of Commercial Operation Delay Damages, but as may be extended pursuant to a Development Cure Period), but in fewer days than the number of days by which Seller missed the Guaranteed

Construction Start Date (not including any extensions to such date resulting from Seller's payment of Daily Delay Damages, but as may be extended pursuant to any Development Cure Period), then Buyer shall refund to Seller an amount equal to fifty percent (50%) of the Daily Delay Damages for the difference between (i) the number of days by which Seller missed the Guaranteed Construction Start Date (not including any extensions to such date resulting from Seller's payment of Daily Delay Damages, but as may be extended pursuant to any Development Cure Period), minus (ii) the number of days by which Seller missed the Guaranteed Commercial Operation Date (not including any extensions to such date resulting from Seller's payment of Commercial Operation Delay Damages, but as may be extended pursuant to any Development Cure Period). For illustrative purposes only, if Seller misses the Guaranteed Construction Start Date (not including any extensions to such date resulting from Seller's payment of Daily Delay Damages, but as may be extended pursuant to any Development Cure Period) by ten (10) days, but only misses the Guaranteed Commercial Operation Date (not including any extensions to such date resulting from Seller's payment of Commercial Operation Delay Damages, but accounting for any extensions to such date pursuant to any Development Cure Period) by four (4) days, then Buyer shall refund to Seller an amount equal to fifty percent (50%) of six (6) days' worth of Daily Delay Damages.

2. **Commercial Operation of the Facility.** “**Commercial Operation**” means the condition existing when Seller has fulfilled all of the conditions precedent in Section 2.2 of the Agreement and provided Notice to Buyer substantially in the form of Exhibit H (the “**COD Certificate**”).
 - a. Subject to the other terms of this Agreement, Seller shall cause Commercial Operation for the Facility to occur by the Guaranteed Commercial Operation Date. Seller shall notify Buyer that it intends to achieve Commercial Operation at least sixty (60) days before the anticipated Commercial Operation Date.
 - b. In addition to any extensions pursuant to any Development Cure Period, Seller may extend the Guaranteed Commercial Operation Date by paying Commercial Operation Delay Damages to Buyer for each day Seller desires to extend the Guaranteed Commercial Operation Date, not to exceed a total of ninety (90) days of extensions by such payment of Commercial Operation Delay Damages. On or before the date that is ten (10) days prior to the then-current Guaranteed Commercial Operation Date (which may have already been extended due to a Development Cure Period or a prior payment of Daily Delay Damages), Seller shall provide Notice and payment to Buyer of the Commercial Operation Delay Damages for the number of days of extension to the Guaranteed Commercial Operation Date. If Seller achieves Commercial Operation prior to the Guaranteed Commercial Operation Date as extended by the payment of Commercial Operation Delay Damages (and as may have been further extended by a Development Cure Period), Buyer shall refund to Seller the Commercial Operation Delay Damages for each day Seller achieves Commercial Operation prior to the Guaranteed Commercial Operation Date times the Commercial Operation Delay Damages, not to exceed the

total amount of Commercial Operation Delay Damages paid by Seller pursuant to this Section 2(b).

3. **Termination for Failure to Achieve Commercial Operation.** If the Facility has not achieved Commercial Operation on or before the Guaranteed Commercial Operation Date (as may be extended hereunder), Buyer may elect to terminate this Agreement in accordance with Sections 11.1(b)(ii) and 11.2.
4. **Extension of the Guaranteed Dates.** The Guaranteed Construction Start Date and the Guaranteed Commercial Operation Date shall, subject to notice and documentation requirements set forth below, both be automatically extended on a day-for-day basis (the “**Development Cure Period**”) for the duration of any and all delays arising out of the following circumstances to the extent the following circumstances are not the result of Seller’s failure to take all commercially reasonable actions to meet its requirements and deadlines:
 - a. Seller has not acquired by the Expected Construction Start Date all material permits, consents, licenses, approvals, or authorizations from any Governmental Authority required for Seller to own, construct, interconnect, operate or maintain the Facility and to permit Seller and the Facility to make available and sell Product, despite the exercise of diligent and commercially reasonable efforts by Seller; or
 - b. a Force Majeure Event occurs; or
 - c. the Interconnection Facilities or Reliability Network Upgrades are not complete and ready for the Facility to connect and sell Product at the Delivery Point by the Guaranteed Commercial Operation Date, despite the exercise of diligent and commercially reasonable efforts by Seller; or
 - d. Buyer has not made all necessary arrangements to receive the Facility Energy at the Delivery Point by the Guaranteed Commercial Operation Date.

Notwithstanding anything in this Agreement to the contrary, the cumulative extensions granted under the Development Cure Period (other than the extensions granted pursuant to clause 4(d) above) shall not exceed one hundred eighty (180) days, for any reason, including a Force Majeure Event, and the cumulative extensions granted to the Guaranteed Commercial Operation Date by the payment of Commercial Operation Delay Damages and any Development Cure Period(s) (other than the extensions granted pursuant to clause 4(d) above) shall not exceed two hundred seventy (270) days. Upon request from Buyer, Seller shall provide documentation demonstrating to Buyer’s reasonable satisfaction that the delays described above did not result from Seller’s actions or failure to take commercially reasonable actions.

5. **Failure to Reach Guaranteed PV Capacity or Guaranteed Storage Capacity.**

- a. *Guaranteed PV Capacity.* If, at Commercial Operation, the Installed PV Capacity is less than one hundred percent (100%) of the Guaranteed PV Capacity, Seller shall have ninety (90) days after the Commercial Operation Date to install additional capacity and/or Network Upgrades such that the Installed PV Capacity

is equal to (but not greater than) the Guaranteed PV Capacity, and Seller shall provide to Buyer a new certificate substantially in the form attached as Exhibit I-1 hereto specifying the new Installed PV Capacity. If Seller fails to construct the Guaranteed PV Capacity by such date, Seller shall pay “**PV Capacity Damages**” to Buyer, in an amount equal to Two Hundred Fifty Thousand Dollars (\$250,000) for each MW that the Guaranteed PV Capacity exceeds the Installed PV Capacity.

- b. *Guaranteed Storage Capacity.* If, at Commercial Operation, the Installed Storage Capacity is less than one hundred percent (100%) of the Guaranteed Storage Capacity, Seller shall have ninety (90) days after the Commercial Operation Date to install additional capacity and/or Network Upgrades such that the Installed Storage Capacity is equal to (but not greater than) one hundred percent (100%) of the Guaranteed Storage Capacity, and Seller shall provide to Buyer a new certificate substantially in the form attached as Exhibit I-1 hereto specifying the new Installed Storage Capacity. If Seller fails to construct the Guaranteed Storage Capacity by such date, Seller shall pay “**Storage Capacity Damages**” to Buyer, in an amount equal to Two Hundred Fifty Thousand Dollars (\$250,000) for each MW at four hours of continuous discharge that the Guaranteed Storage Capacity exceeds the Installed Storage Capacity.

Capacity Damages shall not be offset or reduced by the payment of Development Security, Performance Security, Delay Damages, or any other form of liquidated damages under this Agreement.

6. **Buyer’s Right to Draw on Development Security.** If Seller fails to timely pay any Daily Delay Damages or Commercial Operation Delay Damages, Buyer may draw upon the Development Security to satisfy Seller’s payment obligation thereof.

EXHIBIT C
COMPENSATION

Buyer shall compensate Seller for the Product in accordance with this Exhibit C.

(a) Renewable Rate. Buyer shall pay Seller the Renewable Rate for each MWh of PV Energy, plus Deemed Delivered Energy, if any, up to one hundred fifteen percent (115%) of the Expected Energy for such Contract Year.

(b) Excess Contract Year Deliveries Over 115%. Notwithstanding the foregoing, if at any point in any Contract Year, the amount of PV Energy plus Deemed Delivered Energy exceeds one hundred fifteen percent (115%) of the Expected Energy for such Contract Year, the price to be paid for additional PV Energy and/or Deemed Delivered Energy shall be \$0.00/MWh.

(c) Excess Settlement Interval Deliveries. If (i) during any Settlement Interval that is not coincident with a Charging Notice, Seller delivers PV Energy in excess of the product of the Guaranteed PV Capacity and the duration of the Settlement Interval, expressed in hours, or (ii) during any Settlement Interval that is coincident with a Charging Notice, Seller delivers PV Energy in excess of the product of (A) the sum of (1) the Guaranteed PV Capacity plus (2) the Energy In during such Settlement Interval, times (B) the duration of the Settlement Interval, expressed in hours (in each case, "Excess MWh"), then the price applicable to all such Excess MWh in such Settlement Interval shall be zero dollars (\$0), and if there is a Negative LMP during such Settlement Interval, Seller shall pay to Buyer an amount equal to the absolute value of the Negative LMP times such Excess MWh.

(d) Monthly Capacity Payment.

(i) Each month of the Delivery Term (and pro-rated for the first and last month of the Delivery Term if the Delivery Term does not start on the first day of a calendar month), Buyer shall pay Seller a Monthly Capacity Payment equal to the Storage Rate x one thousand (1,000) x Effective Storage Capacity x Efficiency Rate Factor; [REDACTED]

[REDACTED] Such payment constitutes the entirety of the amount due to Seller from Buyer for the Storage Product. If the Effective Storage Capacity is adjusted pursuant to a Storage Capacity Test other than the first day of calendar month, payment shall be calculated separately for each portion of the month in which the different Effective Storage Capacity is applicable.

"Efficiency Rate Factor" means:

(A) If the Efficiency Rate is greater than or equal to the Guaranteed Efficiency Rate, then:

Efficiency Rate Factor = 100%

(B) If the Efficiency Rate is less than the Guaranteed Efficiency Rate, but greater than or equal to 75%, then:

$$\text{Efficiency Rate Factor} = 100\% - [(\text{Guaranteed Efficiency Rate} - \text{Efficiency Rate}) \times .5]$$

(C) If the Efficiency Rate is less than 75%, then:

$$\text{Efficiency Rate Factor} = 0$$

(ii) Storage Capacity Availability Payment True-Up. Each month during the Delivery Term, Buyer shall calculate the year-to-date (YTD) Annual Storage Capacity Availability for the applicable Contract Year in accordance with Exhibit P. If (A) such YTD Annual Storage Capacity Availability is less than ninety percent (90%), or (B) the final Annual Storage Capacity Availability is less than the Guaranteed Storage Availability, Buyer shall (1) withhold the Storage Capacity Availability Payment True-Up Amount from the next Monthly Capacity Payment(s) (the "Storage Capacity Availability Payment True-Up"), and (2) provide Seller with a written statement of the calculation of the YTD Annual Storage Capacity Availability and the Storage Capacity Availability Payment True-Up Amount; *provided*, if the Storage Capacity Availability Payment True-Up Amount is a negative number for any month prior to the final year-end Storage Capacity Availability Payment True-Up calculation, Buyer shall not be obligated to reimburse Seller any previously withheld Storage Capacity Availability Payment True-Up Amount, except as set forth in the following sentence. If Buyer withholds any Storage Capacity Availability Payment True-Up Amount pursuant to this subsection (d)(ii), and if the final year-end Storage Capacity Availability Payment True-Up Amount is a negative number, Buyer shall pay to Seller the positive value of such amount together with the next Monthly Capacity Payment due to Seller.

"Storage Capacity Availability Payment True-Up Amount" means an amount equal to $A \times B - C - D$, where:

A = The sum of the year-to-date Monthly Capacity Payments

B = The Capacity Availability Factor

C = The sum of any Storage Capacity Availability Payment True-Up Amounts previously withheld by Buyer in the applicable Contract Year

"Capacity Availability Factor" means:

(A) If the YTD Annual Storage Capacity Availability times the Effective Storage Capacity is equal to or greater than the Guaranteed Storage Availability times the Effective Storage Capacity, then:

$$\text{Capacity Availability Factor} = 0$$

Exhibit C - 2

- (B) If the YTD Annual Storage Capacity Availability times the Effective Storage Capacity is less than the Guaranteed Storage Availability times the Effective Storage Capacity, but greater than or equal to seventy percent (70%) of the Installed Storage Capacity, then:

$$\text{Capacity Availability Factor} = \frac{\text{Guaranteed Storage Availability} - \text{YTD Annual Storage Capacity Availability}}{\text{YTD Annual Storage Capacity Availability}}$$

- (C) If the product of [(i) YTD Annual Storage Capacity Availability plus (ii) Force Majeure Unavailability], times (iii) the Effective Storage Capacity is less than seventy percent (70%) of the Installed Storage Capacity, then:

$$\text{Capacity Availability Factor} = (\text{Guaranteed Storage Availability} - \text{YTD Annual Storage Capacity Availability}) * 1.5 - (\text{Force Majeure Unavailability} * 0.5)$$

provided, if the result of any of the calculations in clauses (A) through (C) above is greater than 1.0, then the Capacity Availability Factor shall be deemed to be equal to 1.0.

“Force Majeure Unavailability” means total YTD unavailable Calculation Intervals that resulted from a Force Majeure Event for which Seller is the claiming party divided by the total YTD Calculation Intervals.

- (e) Test Energy. Test Energy is compensated in accordance with Section 3.6.

(f) Tax Credits. The Parties agree that the neither the Renewable Rate, the Storage Rate nor the Test Energy Rate are subject to adjustment or amendment if Seller fails to receive any Tax Credits, or if any Tax Credits expire, are repealed or otherwise cease to apply to Seller or the Facility in whole or in part, or Seller or its investors are unable to benefit from any Tax Credits. Seller shall bear all risks, financial and otherwise, throughout the Contract Term, associated with Seller’s or the Facility’s eligibility to receive Tax Credits or to qualify for accelerated depreciation for Seller’s accounting, reporting or Tax purposes. The obligations of the Parties hereunder, including those obligations set forth herein regarding the purchase and price for and Seller’s obligation to deliver Facility Energy and Product, shall be effective regardless of whether construction of the Facility (or any portion thereof) or the sale of Facility Energy is eligible for, or receives Tax Credits during the Contract Term.

EXHIBIT D

SCHEDULING COORDINATOR RESPONSIBILITIES

(i) Buyer as Scheduling Coordinator for the Facility. Upon Initial Synchronization of the Facility to the CAISO Grid, Buyer shall be the Scheduling Coordinator or designate a qualified third party to provide Scheduling Coordinator services with the CAISO for the Facility for both the delivery and the receipt of Test Energy and the Product at the Delivery Point. At least thirty (30) days prior to the Initial Synchronization of the Facility to the CAISO Grid, (i) Seller shall take all actions and execute and deliver to Buyer and the CAISO all documents necessary to authorize or designate Buyer (or Buyer's designee) as the Scheduling Coordinator for the Facility effective as of the Initial Synchronization of the Facility to the CAISO Grid, and (ii) Buyer shall, and shall cause its designee to, take all actions and execute and deliver to Seller and the CAISO all documents necessary to authorize or designate Buyer or its designee as the Scheduling Coordinator for the Facility effective as of the Initial Synchronization of the Facility to the CAISO Grid. On and after Initial Synchronization of the Facility to the CAISO Grid, Seller shall not authorize or designate any other party to act as the Facility's Scheduling Coordinator, nor shall Seller perform for its own benefit the duties of Scheduling Coordinator, and Seller shall not revoke Buyer's authorization to act as the Facility's Scheduling Coordinator unless agreed to by Buyer. Buyer (as the Facility's SC) shall submit bids to the CAISO in accordance with this Agreement and the applicable CAISO Tariff, protocols and Scheduling practices for Product on a day-ahead, hour-ahead, fifteen-minute market, real-time or other market basis that may develop after the Effective Date, as determined by Buyer.

(ii) Notices. Buyer (as the Facility's SC) shall provide Seller with access to a web-based system through which Seller shall submit to Buyer and the CAISO all notices and updates required under the CAISO Tariff regarding the Facility's status, including, but not limited to, all outage requests, forced outages, forced outage reports, clearance requests, or must offer waiver forms. Seller shall cooperate with Buyer to provide such notices and updates. If the web-based system is not available, Seller shall promptly submit such information to Buyer and the CAISO by (in order of preference) telephonically or electronic mail to the personnel designated to receive such information.

(iii) CAISO Costs and Revenues. Except as otherwise set forth below, Buyer (as Scheduling Coordinator for the Facility) shall be responsible for CAISO costs (including penalties, Imbalance Energy costs or revenues, and other charges) and shall be entitled to all CAISO revenues (including credits, Imbalance Energy revenues or costs, and other payments), including revenues associated with CAISO dispatches, bid cost recovery, Inter-SC Trade credits, or other credits in respect of the Product Scheduled or delivered from the Facility. Seller shall be responsible for all CAISO penalties resulting from any failure by Seller to abide by the CAISO Tariff or the outage notification requirements set forth in this Agreement (except to the extent such non-compliance is caused by Buyer's failure to perform its duties as Scheduling Coordinator for the Facility). The Parties agree that any Availability Incentive Payments (as defined in the CAISO Tariff) are for the benefit of Seller and for Seller's account and that any Non-Availability Charges (as defined in the CAISO Tariff) are the responsibility of Seller and for Seller's account. In addition, if during the Delivery Term, the CAISO implements or has implemented any sanction or penalty related to scheduling, outage reporting, or generator operation, and any such sanctions or

penalties are imposed upon the Facility or to Buyer as Scheduling Coordinator due to failure by Seller to abide by the CAISO Tariff or the outage notification requirements set forth in this Agreement, the cost of the sanctions or penalties shall be Seller's responsibility.

(iv) CAISO Settlements. Buyer (as the Facility's SC) shall be responsible for all settlement functions with the CAISO related to the Facility. Buyer shall render a separate invoice to Seller for any CAISO payments, charges or penalties ("**CAISO Charges Invoice**") for which Seller is responsible under this Agreement. CAISO Charges Invoices shall be rendered after settlement information becomes available from the CAISO that identifies any CAISO charges. Notwithstanding the foregoing, Seller acknowledges that the CAISO will issue additional invoices reflecting CAISO adjustments to such CAISO charges. Buyer shall review, validate, and if requested by Seller under paragraph (e) below, dispute any charges that are the responsibility of Seller in a timely manner and consistent with Buyer's existing settlement processes for charges that are Buyer's responsibilities. Subject to Seller's right to dispute and to have Buyer pursue the dispute of any such invoices, Seller shall pay the amount of CAISO Charges Invoices within ten (10) Business Days of Seller's receipt of the CAISO Charges Invoice. If Seller fails to pay such CAISO Charges Invoice within that period, Buyer may net or offset any amounts owing to it for such CAISO Charges Invoices against any future amounts it may owe to Seller under this Agreement. The obligations under this Section with respect to payment of CAISO Charges Invoices shall survive the expiration or termination of this Agreement.

(v) Dispute Costs. Buyer (as the Facility's SC) may be required by Seller to dispute CAISO settlements in respect of the Facility. Seller agrees to pay Buyer's costs and expenses (including reasonable attorneys' fees) associated with its involvement with such CAISO disputes to the extent they relate to CAISO charges payable by Seller with respect to the Facility that Seller has directed Buyer to dispute.

(vi) Terminating Buyer's Designation as Scheduling Coordinator. At least thirty (30) days prior to expiration of this Agreement or as soon as reasonably practicable upon an earlier termination of this Agreement, the Parties will take all actions necessary to terminate the designation of Buyer as Scheduling Coordinator for the Facility as of 11:59 p.m. on such expiration date.

(vii) Master Data File and Resource Data Template. Seller shall provide the data to the CAISO (and to Buyer) that is required for the CAISO's Master Data File and Resource Data Template (or successor data systems) for the Facility consistent with this Agreement. Neither Party shall change such data without the other Party's prior written consent.

(viii) NERC Reliability Standards. Buyer (as Scheduling Coordinator) shall cooperate reasonably with Seller to the extent necessary to enable Seller to comply, and for Seller to demonstrate Seller's compliance with, NERC reliability standards. This cooperation shall include the provision of information in Buyer's possession that Buyer (as Scheduling Coordinator) has provided to the CAISO related to the Facility or actions taken by Buyer (as Scheduling Coordinator) related to Seller's compliance with NERC reliability standards.

EXHIBIT E

PROGRESS REPORTING FORM

Each Progress Report must include the following items:

1. Executive Summary.
2. Facility description.
3. Site plan of the Facility.
4. Description of any material planned changes to the Facility or the Site.
5. Gantt chart schedule showing progress on achieving each of the Milestones.
6. Summary of activities during the previous calendar quarter or month, as applicable, including any OSHA labor hour reports.
7. Forecast of activities scheduled for the current calendar quarter.
8. Written description about the progress relative to Seller's Milestones, including whether Seller has met or is on target to meet the Milestones.
9. List of issues that are reasonably likely to affect Seller's Milestones.
10. A status report of start-up activities including a forecast of activities ongoing and after start-up, a report on Facility performance including performance projections for the next twelve (12) months.
11. Progress and schedule of all material agreements, contracts, permits, approvals, technical studies, financing agreements and major equipment purchase orders showing the start dates, completion dates, and completion percentages.
12. Pictures, in sufficient quantity and of appropriate detail, in order to document construction and startup progress of the Facility, the interconnection into the Transmission System and all other interconnection utility services.
13. Workforce Development or Supplier Diversity Reporting (if applicable). Format to be provided by Buyer.
14. Any other documentation reasonably requested by Buyer.

EXHIBIT F-1

MONTHLY EXPECTED AVAILABLE GENERATING FACILITY CAPACITY

[MW Per Hour] – [*Insert Month*]

	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	24:00	
JAN																									
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DEC																									

The foregoing table is provided for informational purposes only, and it shall not constitute, or be deemed to constitute, an obligation of any of the Parties to this Agreement.

EXHIBIT F-2

MONTHLY EXPECTED PV ENERGY

[MWh Per Hour] – [*Insert Month*]

	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	24:00
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DEC																								

The foregoing table is provided for informational purposes only, and it shall not constitute, or be deemed to constitute, an obligation of any of the Parties to this Agreement.

EXHIBIT F-3

MONTHLY EXPECTED AVAILABLE EFFECTIVE STORAGE CAPACITY

[MW Per Hour] – [*Insert Month*]

	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	24:00
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The foregoing table is provided for informational purposes only, and it shall not constitute, or be deemed to constitute, an obligation of any of the Parties to this Agreement.

EXHIBIT F-4

MONTHLY AVAILABLE STORAGE CAPABILITY

[MWh Per Hour] – [*Insert Month*]

	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	24:00
Day 1																								
Day 2																								
Day 3																								
Day 4																								
Day 5																								
[insert additional rows for each day in the month]																								
Day 29																								
Day 30																								
Day 31																								

The foregoing table is provided for informational purposes only, and it shall not constitute, or be deemed to constitute, an obligation of any of the Parties to this Agreement.

EXHIBIT G

GUARANTEED ENERGY PRODUCTION DAMAGES CALCULATION

In accordance with Section 4.7, if Seller fails to achieve the Guaranteed Energy Production during any Performance Measurement Period, a liquidated damages payment shall be due from Seller to Buyer, calculated as follows:

$$[(A - B) * (C - D)] - (E + F)$$

where:

A = the Guaranteed Energy Production amount for the Performance Measurement Period, in MWh

B = the Adjusted Energy Production amount for the Performance Measurement Period, in MWh

C = Replacement price for the Performance Measurement Period, in \$/MWh, which is the sum of (a) the simple average of the Integrated Forward Market hourly price for all the hours in the Performance Measurement Period, as published by the CAISO, for the Existing Zone Generation Trading Hub (as defined in the CAISO Tariff) for the Delivery Point, plus (b) the market value of Replacement Green Attributes

D = the Renewable Rate, in \$/MWh

E = The amount of Energy Replacement Damages paid by Seller with respect to the immediately preceding Performance Measurement Period

F = The product of (a) the amount of Replacement Product in MWhs delivered by Seller in the immediately preceding Contract Year and (b) the price which is (C - D)

“Adjusted Energy Production” shall mean the sum of the following: PV Energy + Deemed Delivered Energy + Lost Output + Replacement Product.

“Replacement Energy” means energy produced by a facility other than the Facility, that is provided by Seller to Buyer as Replacement Product, in an amount equal to the amount of Replacement Green Attributes provided by Seller as Replacement Product for the same Performance Measurement Period.

“Replacement Green Attributes” means Renewable Energy Credits of the same Portfolio Content Category (i.e., PCC1) as the Green Attributes portion of the Product and of the same year of production as the Renewable Energy Credits that would have been generated by the Facility.

“Replacement Product” means (a) Replacement Energy, and (b) Replacement Green Attributes in an amount not to exceed ten percent (10%) of the Expected Energy for the previous Contract Year.

No payment shall be due if the calculation of (a) $(A - B)$, (b) $(C - D)$, or (c) $[(A - B) * (C - D)] - (E + F)$, yields a negative number. In no event will Buyer owe any payment to Seller pursuant to this Exhibit G.

Within sixty (60) days after each Contract Year, Buyer shall send Seller Notice of the amount of damages owing, if any, which shall be payable to Buyer before the later of (a) thirty (30) days of such Notice and (b) ninety (90) days after each Performance Measurement Period, provided that the amount of damages owing shall be adjusted to account for Replacement Product, if any, delivered after each applicable Performance Measurement Period.

EXHIBIT H

FORM OF COMMERCIAL OPERATION DATE CERTIFICATE

This certification (“**Certification**”) of Commercial Operation is delivered by _____ [*licensed professional engineer*] (“**Engineer**”) to Clean Power Alliance of Southern California, a California joint powers authority (“**Buyer**”) in accordance with the terms of that certain Renewable Power Purchase Agreement dated _____ (“**Agreement**”) by and between [*Seller*] and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

As of _____ [DATE]_____, Engineer hereby certifies and represents to Buyer the following:

1. The Generating Facility is fully operational, reliable and interconnected, fully integrated and synchronized with the Transmission System.
2. Seller has installed equipment for the Generating Facility with an Installed PV Capacity of no less than ninety-five percent (95%) of the Guaranteed PV Capacity.
3. Seller has installed equipment for the Storage Facility with an Installed Storage Capacity of no less than ninety-five percent (95%) of the Guaranteed Storage Capacity.
4. Authorization to parallel the Facility was obtained by the Transmission Provider, [Name of Transmission Provider as appropriate] on _____ [DATE]_____.
5. The Transmission Provider has provided documentation supporting full unrestricted release for Commercial Operation by [Name of Transmission Provider as appropriate] on _____ [DATE]_____.
6. The CAISO has provided notification supporting Commercial Operation, in accordance with the CAISO Tariff on _____ [DATE]_____.
7. Seller has segregated and separately metered Station Use to the extent reasonably possible in accordance with Prudent Operating Practice, and any such meter(s) have the same or greater level of accuracy as is required for CAISO certified meters used for settlement purposes.

EXECUTED by [LICENSED PROFESSIONAL ENGINEER]

this _____ day of _____, 20__.

[LICENSED PROFESSIONAL ENGINEER]

By: _____

Its: _____

Date: _____

EXHIBIT I-1

FORM OF INSTALLED CAPACITY CERTIFICATE

This certification (“**Certification**”) of Installed Capacity and related characteristics of the Facility is delivered by [licensed professional engineer] (“**Engineer**”) to Clean Power Alliance of Southern California, a California joint powers authority (“**Buyer**”) in accordance with the terms of that certain Renewable Power Purchase Agreement dated _____ (“**Agreement**”) by and between [SELLER ENTITY] and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

I hereby certify the following:

(a) The installed nameplate capacity of the Generating Facility is __ MW AC (“**Installed PV Capacity**”);

(b) The Commercial Operation Storage Capacity Test conducted on [Date] demonstrated a maximum dependable operating capability to discharge electric energy of __ MW AC to the Delivery Point at four (4) hours of continuous discharge, in accordance with the testing procedures, requirements and protocols set forth in Section 4.9 and Exhibit O (the “**Installed Storage Capacity**”);

(c) The sum of (a) and (b) is __ MW AC and shall be the “**Installed Capacity**”;
and

(d) Such Commercial Operation Storage Capacity Test demonstrated (i) a Battery Charging Factor of __%, (ii) a Battery Discharging Factor of __%, and (iii) an Efficiency Rate of __%, each in accordance with the testing procedures, requirements and protocols set forth in Section 4.9 and Exhibit O.

EXECUTED by [LICENSED PROFESSIONAL ENGINEER]

this _____ day of _____, 20__.

[LICENSED PROFESSIONAL ENGINEER]

By: _____

Its: _____

Date: _____

EXHIBIT I-2

FORM OF EFFECTIVE STORAGE CAPACITY CERTIFICATE

This certification (“**Certification**”) of Effective Storage Capacity and related characteristics of the Facility is delivered by [licensed professional engineer] (“**Engineer**”) to Clean Power Alliance of Southern California, a California joint powers authority (“**Buyer**”) in accordance with the terms of that certain Renewable Power Purchase Agreement dated _____ (“**Agreement**”) by and between [*SELLER ENTITY*] and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

I hereby certify the following:

(a) The Storage Capacity Test conducted on [Date] demonstrated a maximum dependable operating capability to discharge electric energy of ___ MW AC to the Delivery Point at four (4) hours of continuous discharge, in accordance with the testing procedures, requirements and protocols set forth in Section 4.9 and Exhibit O of the Agreement (the “**Effective Storage Capacity**”); and

(b) Such Storage Capacity Test demonstrated (i) a Battery Charging Factor of __%, (ii) a Battery Discharging Factor of __%, and (iii) an Efficiency Rate of __%, each in accordance with the testing procedures, requirements and protocols set forth in Section 4.9 and Exhibit O.

EXECUTED by [LICENSED PROFESSIONAL ENGINEER]

this _____ day of _____, 20__.

[LICENSED PROFESSIONAL ENGINEER]

By: _____

Its: _____

Date: _____

EXHIBIT J

FORM OF CONSTRUCTION START DATE CERTIFICATE

This certification of Construction Start Date (“**Certification**”) is delivered by [SELLER ENTITY] (“**Seller**”) to Clean Power Alliance of Southern California, a California joint powers authority (“**Buyer**”) in accordance with the terms of that certain Renewable Power Purchase Agreement dated _____ (“**Agreement**”) by and between Seller and Buyer. All capitalized terms used in this Certification but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

Seller hereby certifies and represents to Buyer the following:

- (1) Construction Start (as defined in Exhibit B of the Agreement) has occurred, and a copy of the notice to proceed that Seller issued to its contractor as part of Construction Start is attached hereto.
- (2) the Construction Start Date occurred on _____ (the “**Construction Start Date**”);
and
- (3) the precise Site on which the Facility is located is, which must be within the boundaries of the previously identified Site:

(such description shall amend the description of the Site in Exhibit A of the Agreement).

IN WITNESS WHEREOF, the undersigned has executed this Certification on behalf of Seller as of the ___ day of _____.

[SELLER ENTITY]

By: _____

Its: _____

Date: _____

EXHIBIT K
FORM OF LETTER OF CREDIT

[Issuing Bank Letterhead and Address]

IRREVOCABLE STANDBY LETTER OF CREDIT NO. [XXXXXXXX]

Date:

Bank Ref.:

Amount: US\$[XXXXXXXXXX]

Beneficiary:

Clean Power Alliance of Southern California,
a California joint powers authority
801 S Grand, Suite 400
Los Angeles, CA 90017

Ladies and Gentlemen:

By the order of NextEra Energy Capital Holdings, Inc. on behalf of [name of NextEra project company], 700 Universe Blvd, Juno Beach, Florida 33408 (“Applicant”), we, [insert bank name and address] (“Issuer”) hereby issue our Irrevocable Standby Letter of Credit No. [XXXXXXXX] (the “Letter of Credit”) in favor of Clean Power Alliance of Southern California, a California joint powers authority (“Beneficiary”), 801 S Grand, Suite 400, Los Angeles, CA 90017, for an amount not to exceed the aggregate sum of U.S. \$[XXXXXXXX] (United States Dollars [XXXXXX] and 00/100) (the “Available Amount”), pursuant to that certain Renewable Power Purchase Agreement dated as of _____ and as amended (the “Agreement”) between Applicant and Beneficiary. This Letter of Credit shall become effective immediately and shall be of no further force or effect at 5:00 p.m., California time, on [Date] or, if such day is not a Business Day (as hereinafter defined), on the next Business Day (as may be extended pursuant to the terms of this Letter of Credit, the “Expiration Date”).

For the purposes hereof, “Business Day” shall mean any day on which commercial banks are not authorized or required to close in Los Angeles, California.

Funds under this Letter of Credit are available to Beneficiary by valid presentation on or before 5:00 p.m. California time, on or before the Expiration Date of a copy of this Letter of Credit No. [XXXXXXXX] and all amendments accompanied by Beneficiary’s dated statement purportedly signed by Beneficiary’s duly authorized officer, in the form attached hereto as Exhibit A, containing one of the two alternative paragraphs set forth in paragraph 2 therein.

Any full or partial drawing hereunder may be requested by transmitting copies of the requisite documents as described above to the Issuer by facsimile at [facsimile number for draws] or such other number as specified from time-to-time by the Issuer.

Exhibit K - 1

The facsimile transmittal shall be deemed delivered when received. Drawings made by facsimile transmittal are deemed to be the operative instrument without the need of originally signed documents.

Issuer hereby agrees that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to the Issuer before the Expiration Date. All correspondence and any drawings (other than those made by facsimile) hereunder are to be directed to [Issuer address/contact]. Issuer undertakes to make payment to Beneficiary under this Standby Letter of Credit within three (3) business days of receipt by Issuer of a properly presented Drawing Certificate. The Beneficiary shall receive payment from Issuer by wire transfer to the bank account of the Beneficiary designated in the Drawing Certificate.

Partial draws are permitted under this Letter of Credit, and this Letter of Credit shall remain in full force and effect with respect to any continuing balance; provided, the Available Amount shall be reduced by the amount of each such drawing.

It is a condition of this Letter of Credit that it shall be deemed automatically extended without an amendment for a one year period (or, if such period ends on a day that is not a Business Day, until the next Business Day thereafter) beginning on the present Expiration Date hereof and upon each anniversary for such date (or, if such period ends on a day that is not a Business Day, until the next Business Day thereafter), unless at least one hundred twenty (120) days prior to any such Expiration Date Issuer has sent Beneficiary written notice by overnight courier service at the address provided below that Issuer elects not to extend this Letter of Credit, in which case it will expire on its then-current Expiration Date. No presentation made under this Letter of Credit after such Expiration Date will be honored.

Notwithstanding any reference in this Letter of Credit to any other documents, instruments or agreements, this Letter of Credit contains the entire agreement between Beneficiary and Issuer relating to the obligations of Issuer hereunder.

Except so far as otherwise stated, this Letter of Credit is subject to the International Standby Practices ISP98 (also known as ICC Publication No. 590), or revision currently in effect (the "ISP"). As to matters not covered by the ISP, the laws of the State of California, without regard to the principles of conflicts of laws thereunder, shall govern all matters with respect to this Letter of Credit.

Please address all correspondence regarding this Letter of Credit to the attention of the Letter of Credit Department at [insert bank address information], referring specifically to Issuer's Letter of Credit No. [XXXXXXX]. For telephone assistance, please contact Issuer's Standby Letter of Credit Department at [XXX-XXX-XXXX] and have this Letter of Credit available.

All notices to Beneficiary shall be in writing and are required to be sent by certified letter, overnight courier, or delivered in person to: Clean Power Alliance of Southern California, a California joint powers authority, Chief Financial Officer, 801 S Grand, Suite 400, Los Angeles, CA 90017. Only notices to Beneficiary meeting the requirements of this paragraph shall be considered valid. Any notice to Beneficiary which is not in accordance with this paragraph shall be void and of no force or effect.

[Bank Name]

[Insert officer name]

[Insert officer title]

EXHIBIT A

(DRAW REQUEST SHOULD BE ON BENEFICIARY’S LETTERHEAD)

Drawing Certificate

[Insert Bank Name and Address]

Ladies and Gentlemen:

The undersigned, a duly authorized officer of [], [ADDRESS], as beneficiary (the “Beneficiary”) of the Irrevocable Letter of Credit No. [XXXXXXX] (the “Letter of Credit”) issued by [insert bank name] (the “Bank”) by order of _____ (the “Applicant”), hereby certifies to the Bank as follows:

1. Applicant and Beneficiary are party to that certain Renewable Power Purchase Agreement dated as of _____, 20__ (the “Agreement”).
2. Beneficiary is making a drawing under this Letter of Credit in the amount of U.S. \$_____ because a Seller Event of Default (as such term is defined in the Agreement) has occurred.

or

Beneficiary is making a drawing under this Letter of Credit in the amount of U.S. \$_____, which equals the full available amount under the Letter of Credit, because Applicant is required to maintain the Letter of Credit in force and effect beyond the expiration date of the Letter of Credit but has failed to provide Beneficiary with a replacement Letter of Credit or other acceptable instrument within thirty (30) days prior to such expiration date.

3. The undersigned is a duly authorized representative of [] and is authorized to execute and deliver this Drawing Certificate on behalf of Beneficiary.

You are hereby directed to make payment of the requested amount to [] by wire transfer in immediately available funds to the following account:

[Specify account information]

[]

Name and Title of Authorized Representative

Date_____

EXHIBIT L

FORM OF ASSIGNMENT AGREEMENT

This Assignment Agreement (this “**Assignment Agreement**” or “**Agreement**”) is entered into as of [_____] by and among [PPA Seller], a [_____] (“**PPA Seller**”), Clean Power Alliance of Southern California, a California joint powers authority (“**PPA Buyer**”), and [Financing Party] (“**Financing Party**”), and relates to that certain power purchase agreement (the “**PPA**”) between PPA Buyer and PPA Seller as described on Appendix 1.

In consideration of the premises above and the mutual covenants and agreements herein set forth, PPA Seller, PPA Buyer and Financing Party (the “**Parties**” hereto; each is a “**Party**”) agree as follows:

1. Limited Assignment and Delegation.

- (a) PPA Buyer hereby assigns, transfers and conveys to Financing Party all right, title and interest in and to the rights of PPA Buyer under the PPA to receive delivery of the products described on Appendix 1 (the “**Assigned Products**”) during the Assignment Period (as defined in Appendix 1), as such rights may be limited or further described in the “Further Information” section on Appendix 1 (the “**Assigned Product Rights**”)[NOTE: **Appendix 1 to provide for transfer of RECs.**]. All other rights of PPA Buyer under the PPA are expressly reserved for PPA Buyer, including the right to receive any additional quantities of products beyond the limits set forth in Appendix 1.
- (b) PPA Buyer hereby delegates to Financing Party the obligation to pay for all Assigned Products that are actually delivered to Financing Party pursuant to the Assigned Product Rights during the Assignment Period (the “**Delivered Product Payment Obligation**” and together with the Assigned Product Rights, collectively the “**Assigned Rights and Obligations**”). All other obligations of PPA Buyer under the PPA are expressly retained by PPA Buyer. To the extent Financing Party fails to pay for any Assigned Products by the due date for payment set forth in the PPA, PPA Buyer agrees that it will remain responsible for such payment within five (5) Business Days (as defined in the PPA) of receiving notice of such non-payment from PPA Seller.
- (c) Financing Party hereby accepts and PPA Seller hereby consents and agrees to the assignment, transfer, conveyance and delegation described in clauses (a) and (b) above.
- (d) All scheduling of Assigned Products and other communications related to the PPA shall take place between PPA Buyer and PPA Seller pursuant to the terms of the PPA; provided that (i) PPA Buyer and PPA Seller shall provide to Financing Party copies of all scheduling communications, billing statements, generation reports and other notices delivered under the PPA during the Assignment Period contemporaneously upon delivery thereof to the other party to the PPA; (ii) title to Assigned Product will pass to Financing Party upon delivery by PPA Seller in accordance with the PPA; and (iii) PPA Buyer is hereby authorized by Financing Party to and shall act as Financing Party’s agent with regard to scheduling Assigned Product.
- (e) PPA Seller acknowledges that (i) Financing Party intends to immediately transfer title to any Assigned Products received from PPA Seller through one or more intermediaries such that all Assigned Products will be re-delivered to PPA Buyer, and (ii) Financing

Party has the right to purchase receivables due from PPA Buyer for any such Assigned Products. To the extent Financing Party purchases any such receivables due from PPA Buyer, Financing Party may transfer such receivables to PPA Seller and apply the face amount thereof as a reduction to any Delivered Product Payment Obligation.

2. Assignment Early Termination.

- (a) The Assignment Period may be terminated early upon the occurrence of any of the following:
- (1) delivery of a written notice of termination by either Financing Party or PPA Buyer to each of the other Parties hereto;
 - (2) delivery of a written notice of termination by PPA Seller to each of Financing Party and PPA Buyer following Financing Party's failure to pay when due any amounts owed to PPA Seller in respect of any Delivered Product Payment Obligation and such failure continues for one (1) Business Day following receipt by Financing Party of written notice thereof;
 - (3) delivery of a written notice by PPA Seller if any of the events described in **[NOTE: Insert reference to bankruptcy event of default in PPA.]** occurs with respect to Financing Party; or
 - (4) delivery of a written notice by Financing Party if any of the events described in **[NOTE: Insert reference to bankruptcy event of default in PPA.]** occurs with respect to PPA Seller.
- (b) The Assignment Period will end as of the date specified in the termination notice, which date shall not be earlier than the end of the last day of the calendar month in which such notice is delivered if termination is pursuant to clauses (a)(1) or (a)(2) above.
- (c) All Assigned Rights and Obligations shall revert from Financing Party to PPA Buyer upon the expiration of or early termination of the Assignment Period, provided that (i) Financing Party shall remain responsible for the Delivered Product Payment Obligation with respect to any Assigned Product delivered to Financing Party prior to the end of the Assignment Period, and (ii) any legal restrictions on the effectiveness of such reversion (whether arising under bankruptcy law or otherwise) shall not affect the expiration or early termination of the Assignment Period.

3. Notices. Any notice, demand, or request required or authorized by this Assignment Agreement to be given by one Party to another Party shall be delivered in accordance with Section [] of the PPA and to the addresses of each of PPA Seller and PPA Buyer specified in the PPA. PPA Seller and PPA Buyer agree to notify Financing Party of any updates to such notice information. Notices to Financing Party shall be provided to the following address, as such address may be updated by Financing Party from time to time by notice to the other Parties:

Financing Party

Email: _____

4. Miscellaneous. Sections [Severability], [Counterparts], [Amendments] and [No Agency, Partnership, Joint Venture or Lease] of the PPA are incorporated by reference into this Agreement, *mutatis mutandis*, as if fully set forth herein.

5. Governing Law, Jurisdiction, Waiver of Jury Trial

(a) **Governing Law.** This Assignment Agreement and the rights and duties of the parties under this assignment agreement will be governed by and construed, enforced and performed in accordance with the laws of the state of New York, without reference to any conflicts of laws provisions that would direct the application of another jurisdiction's laws; provided, the authority of PPA Buyer to enter into and perform its obligations under this assignment agreement shall be determined in accordance with the laws of the State of California.

(b) **Jurisdiction.** Each party submits to the exclusive jurisdiction of (a) the courts of the state of New York located in the Borough of Manhattan, (b) the federal courts of the United States of America for the Southern District of New York or (c) the federal courts of the United States of America in any other state.

(c) **Waiver of Right to Trial by Jury.** Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to this assignment agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Parties have executed this Assignment Agreement effective as of the date first set forth above.

PPA SELLER

PPA BUYER

By:
.....
Name:
Title:

By:

Name:
Title:

FINANCING PARTY

By:
Name:
Title:

Execution and delivery of the foregoing Assignment Agreement is hereby approved.

[ISSUER]

By:
Name:
Title:

Appendix 1

Assigned Rights and Obligations

PPA: The Power Purchase Agreement dated [_____] by and between PPA Buyer and PPA Seller.

“Assignment Period” means the period beginning on [_____] and extending until [_____] provided that in no event shall the Assignment Period extend past the earlier of (i) the termination of the Assignment Period pursuant to Section 4 of the Assignment Agreement and (ii) the end of the delivery period under the PPA¹

Assigned Product: [Describe and define]

Further Information: [Include, if any]²

Projected P99 Generation: The “Projected P99 Generation” is attached hereto on a monthly basis.

¹ The Assignment Period must end no less than 18 months following the Assignment Period Start Date and no later than the end of the delivery period under the PPA.

² To include transfer and settlement mechanics for RECs, as applicable.

EXHIBIT M

FORM OF REPLACEMENT RA NOTICE

This Replacement RA Notice (this “**Notice**”) is delivered by [SELLER ENTITY] (“**Seller**”) to Clean Power Alliance of Southern California, a California joint powers authority (“**Buyer**”) in accordance with the terms of that certain Renewable Power Purchase Agreement dated _____ (“**Agreement**”) by and between Seller and Buyer. All capitalized terms used in this Notice but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

Pursuant to Section 3.8 of the Agreement, Seller hereby provides the below Replacement RA product information:

Unit Information¹

Name	
Location	
CAISO Resource ID	
Unit SCID	
Prorated Percentage of Unit Factor	
Resource Type	
Point of Interconnection with the CAISO Controlled Grid (“substation or transmission line”)	
Path 26 (North or South)	
LCR Area (if any)	
Deliverability restrictions, if any, as described in most recent CAISO deliverability assessment	
Run Hour Restrictions	
Delivery Period	

Month	Unit CAISO NQC (MW)	Unit Contract Quantity (MW)
January		
February		
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		

¹ To be repeated for each unit if more than one.

[SELLER ENTITY]

By: _____

Its: _____

Date: _____

EXHIBIT N

NOTICES

<p>RESURGENCE SOLAR II, LLC, a Delaware limited liability company (“Seller”)</p>	<p>CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA, a California joint powers authority (“Buyer”)</p>
<p>All Notices:</p> <p>Street: 700 Universe Blvd. City: Juno Beach, FL 33408 Attn: Business Management</p> <p>Phone: 561-401-2672 Email: DL-NEXTERA-WESTINTERNATIONAL-REGION@nee.com Christopher.Basara@nexteraenergy.com</p>	<p>All Notices:</p> <p>Street: 801 S Grand, Suite 400 City: Los Angeles, CA 90017 Attn: Executive Director</p> <p>Phone: (213) 269-5870 Email: tbardacke@cleanpoweralliance.org</p>
<p>Reference Numbers:</p> <p>Duns: Federal Tax ID Number:</p>	<p>Reference Numbers:</p> <p>Duns: Federal Tax ID Number:</p>
<p>Invoices:</p> <p>Attn: Business Management Phone: 561-401-2672 E-mail: DL-NEXTERA-WESTINTERNATIONAL-REGION@nee.com Christopher.Basara@nexteraenergy.com</p>	<p>Invoices:</p> <p>Attn: Director, Power Planning & Procurement Phone: (213) 269-5870 E-mail: settlements@cleanpoweralliance.org</p>
<p>Scheduling:</p> <p>Attn: Phone: Facsimile: Email:</p>	<p>Scheduling: TBD</p> <p>Attn: Phone: Email:</p>
<p>Confirmations:</p> <p>Attn: Phone: Facsimile: Email:</p>	<p>Confirmations:</p> <p>Attn: Director, Power Planning & Procurement Phone: (213) 269-5870 Email: nkeefers@cleanpoweralliance.org</p>

RESURGENCE SOLAR II, LLC, a Delaware limited liability company (“Seller”)	CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA, a California joint powers authority (“Buyer”)
Payments: Attn: Business Management Phone: (561) 694-4725 E-mail: DL-NEXTERA-WESTINTERNATIONAL-REGION@nee.com	Payments: Attn: Director, Power Planning & Procurement Phone: (213) 269-5870 E-mail: settlements@cleanpoweralliance.org
Wire Transfer: Seller shall provide to Buyer the information below at least 60 days prior to the Commercial Operation Date. BNK: [TBD] ABA: [TBD] ACCT:[TBD]	Wire Transfer: BNK: River City Bank ABA: 121-133-416 ACCT: XXXXXX8042

EXHIBIT O

STORAGE CAPACITY TESTS

Storage Capacity Test Notice and Frequency

A. Commercial Operation Storage Capacity Test(s). Upon no less than ten (10) Business Days prior Notice to Buyer, Seller shall schedule and complete a Commercial Operation Storage Capacity Test prior to the Commercial Operation Date. Such initial Commercial Operation Storage Capacity Test (and any subsequent Commercial Operation Storage Capacity Test permitted in accordance with Exhibit B) shall be performed in accordance with this Exhibit O and shall establish the Installed Storage Capacity and initial Efficiency Rate hereunder based on the actual capacity and capabilities of the Storage Facility determined by such Commercial Operation Storage Capacity Test(s).

B. Subsequent Storage Capacity Tests. Following the Commercial Operation Storage Capacity Test(s), at least fifteen (15) days in advance of the start of each Contract Year, upon no less than ten (10) Business Days prior Notice to Buyer, Seller shall schedule and complete a Storage Capacity Test. In addition, Buyer shall have the right to require a retest of the Storage Capacity Test at any time upon no less than five (5) Business Days prior Notice to Seller if Buyer provides data with such Notice reasonably indicating that the then-current Effective Storage Capacity have varied materially from the results of the most recent prior Storage Capacity Test. Seller shall have the right to run a retest of any Storage Capacity Test at any time upon five (5) Business Days' prior Notice to Buyer (or any shorter period reasonably acceptable to Buyer consistent with Prudent Operating Practice).

C. Test Results and Re-Setting of Effective Storage Capacity. No later than five (5) days following any Capacity Test, Seller shall submit a testing report detailing results and findings of the test. The report shall include Storage Facility Meter readings and plant log sheets verifying the operating conditions and output of the Storage Facility. In accordance with Section 4.9(a)(ii) of the Agreement and Part II(I) below, after the Commercial Operation Storage Capacity Test(s), the Effective Storage Capacity (up to, but not in excess of, the Installed Storage Capacity) determined pursuant to such Storage Capacity Test shall become the new Effective Storage Capacity at the beginning of the day following the completion of the test for calculating the Contract Price and all other purposes under this Agreement.

Capacity Test Procedures

PART I. GENERAL.

- (1) Each Capacity Test shall be conducted in accordance with Prudent Operating Practices, the Operating Restrictions, and the provisions of this Exhibit O. For ease of reference, a Capacity Test is sometimes referred to in this Exhibit O as a "CT". Buyer or its representative may be present for the CT and may, for informational purposes only, use its own metering equipment (at Buyer's sole cost).
- (2) Conditions Prior to Testing.

- (1) EMS Functionality. The EMS shall be successfully configured to receive data from the Battery Management System (BMS), exchange DNP3 data with the Buyer SCADA device, and transfer data to the database server for the calculation, recording and archiving of data points.
- (2) Communications. The Remote Terminal Unit (RTU) testing should be successfully completed prior to any testing. The interface between Seller's RTU and the SCADA System should be fully tested and functional prior to starting any testing, including verification of the data transmission pathway between the Seller's RTU and Seller's EMS interface and the ability to record SCADA System data.
- (3) Commissioning Checklist. Commissioning shall be successfully completed per manufacturer guidance on all applicable installed Facility equipment, including verification that all controls, set points, and instruments of the EMS are configured.
- (4) Generating Facility Conditions. Any CTs requiring the availability of Charging Energy shall be conducted when the Generating Facility is producing at a rate equal to or above the Effective Storage Capacity continuously for a five (5)-hour period, *provided* that Seller may waive such conditions at its sole discretion. Any CTs that are required or allowed to occur under this Exhibit O that take place in the absence of the above condition being satisfied shall be subject to a mutually agreed upon adjustment (such agreement not to be unreasonably withheld) between Seller and Buyer with respect to the allowed charging time for such CT and/or the Battery Charging Factor definition, which adjustment(s) shall be commensurate with then-existing irradiance limitations.

PART II. REQUIREMENTS APPLICABLE TO ALL CAPACITY TESTS.

- A. Test Elements. Each CT shall include at least the following individual test elements, which must be conducted in the order prescribed in Part III of this Exhibit O, unless the Parties mutually agree to deviations therefrom. The Parties acknowledge and agree that should Seller fall short of demonstrating one or more of the Test Elements as specified below, the Test will still be deemed "complete," and any adjustments necessary to the Effective Storage Capacity resulting from such Test, if applicable, will be made in accordance with this Exhibit O.
 - (1) Electrical output at maximum discharging level (MW) for four (4) continuous hours; and
 - (2) Electrical input at maximum charging level at the Storage Facility Meter (MW), as sustained until the SOC reaches at least 90%, continued by the electrical input at a rate up to the maximum charging level at the Storage Facility Meter (MW), as sustained until the SOC reaches 100%, not to exceed five (5) hours of total charging time.

- B. Parameters. During each CT, the following parameters shall be measured and recorded simultaneously for the Storage Facility, at two (2) second intervals:
- (1) Time;
 - (2) The amount of Discharging Energy delivered to the Storage Facility Meter (kWh) (i.e., to each measurement device making up the Storage Facility Meter);
 - (3) Net electrical energy input from the Storage Facility Meter (kWh) (i.e., from each measurement device making up the Storage Facility Meter);
 - (4) Stored Energy Level (MWh).
- C. Site Conditions. During each CT, the following conditions at the Site shall be measured and recorded simultaneously at thirty (30) minute intervals:
- (1) Relative humidity (%);
 - (2) Barometric pressure (inches Hg) near the horizontal centerline of the Storage Facility; and
 - (3) Ambient air temperature (°F).
- D. Test Showing. Each CT shall record and report the following datapoints:
- (1) That the CT successfully started;
 - (2) The maximum sustained discharging level for four (4) consecutive hours pursuant to A(1) above;
 - (3) The maximum sustained charging level for four (4) consecutive hours pursuant to A(2) above;
 - (4) Amount of time between the Storage Facility's electrical output going from 0 to the maximum sustained discharging level registered during the Test (for purposes of calculating the Ramp Rate);
 - (5) Amount of time between the Storage Facility's electrical input going from 0 to the maximum sustained charging level registered during the Test (for purposes of calculating the Ramp Rate);
 - (6) Amount of Charging Energy and Energy In to go from 0% SOC to 100% SOC;
 - (7) Amount of Discharging Energy and Energy Out, to go from 100% SOC to 0% SOC.
- E. Test Conditions.

- (1) General. At all times during a CT, the Storage Facility shall be operated in compliance with Prudent Operating Practices, the Operating Restrictions, and all operating protocols recommended, required or established by the manufacturer for the Storage Facility.
 - (2) Abnormal Conditions. If abnormal operating conditions that prevent the testing or recordation of any required parameter occur during a CT, Seller may postpone or reschedule all or part of such CT in accordance with Part II.F below.
 - (3) Instrumentation and Metering. Seller shall provide all instrumentation, metering and data collection equipment required to perform the CT. The instrumentation, metering and data collection equipment electrical meters shall be calibrated in accordance with Prudent Operating Practice and, as applicable, the CAISO Tariff.
- F. Incomplete Test. If any CT is not completed in accordance herewith, Buyer may in its sole discretion: (i) accept the results up to the time the CT stopped without any modification to the Effective Storage Capacity pursuant to Section I below; (ii) require that the portion of the CT not completed, be completed within a reasonable specified time period; or (iii) require that the CT be entirely repeated. Notwithstanding the above, if Seller is unable to complete a CT due to a Force Majeure Event or the actions or inactions of Buyer or the CAISO or the Transmission Provider, Seller shall be permitted to reconduct such CT on dates and at times reasonably acceptable to the Parties.
- G. Test Report. Within five (5) Business Days after the completion of any CT, Seller shall prepare and submit to Buyer a written report of the results of the CT, which report shall include:
- (1) A record of the personnel present during the CT that served in an operating, testing, monitoring or other such participatory role;
 - (2) The measured and calculated data for each parameter set forth in Part II.A through D, including copies of the raw data taken during the test; and
 - (3) Seller's statement of either Seller's acceptance of the CT or Seller's rejection of the CT results and reason(s) therefor.

Within five (5) Business Days after receipt of such report, Buyer shall notify Seller in writing of either Buyer's acceptance of the CT results or Buyer's rejection of the CT and reason(s) therefor.

If either Party rejects the results of any CT, such CT shall be repeated in accordance with Part II.F.

- H. Supplementary Capacity Test Protocol. No later than sixty (60) days prior to commencing Storage Facility construction, Seller shall deliver to Buyer for its

review and approval (such approval not to be unreasonably delayed or withheld) a supplement to this Exhibit O with additional and supplementary details, procedures and requirements applicable to Capacity Tests based on the then-current design of the Storage Facility (“**Supplementary Capacity Test Protocol**”). Thereafter, from time to time, Seller may deliver to Buyer for its review and approval (such approval not to be unreasonably delayed or withheld) any Seller recommended updates to the then-current Supplementary Capacity Test Protocol. The initial Supplementary Capacity Test Protocol (and each update thereto), once approved by Buyer, shall be deemed an amendment to this Exhibit O.

I. Adjustment to Effective Storage Capacity. The Effective Storage Capacity shall be updated as follows:

- (1) The total amount of Discharging Energy delivered to the Delivery Point (expressed in MWh AC) during the first four (4) hours of discharge (up to, but not in excess of, the product of (i) (a) the Guaranteed Storage Capacity (in the case of a Commercial Operation Storage Capacity Test, including under Section 5 of Exhibit B) or (b) the Installed Storage Capacity (in the case of any other Storage Capacity Test), multiplied by (ii) four (4) hours) shall be divided by four (4) hours to determine the Effective Storage Capacity, which shall be expressed in MW AC, and shall be the new Effective Storage Capacity in accordance with Section 4.9(a)(ii) of the Agreement.
- (2) The total amount of Energy Out (as reported under Section II.D(7) above) divided by the total amount of Energy In (as reported under Section II.D(6) above), and expressed as a percentage, shall be recorded as the initial Efficiency Rate, and shall be used for the calculation of the Efficiency Rate Factor in Exhibit C until updated after the first month of operations.

PART III. INITIAL SUPPLEMENTARY CAPACITY TEST PROTOCOL.

A. **Effective Storage Capacity and Initial Efficiency Rate Test**

- Procedure:

- (1) System Starting State: The Storage Facility will be in the on-line state at 0% SOC.
- (2) Record the initial value of the Storage Facility SOC.
- (3) Command a real power charge that results in an AC power of Storage Facility’s maximum charging level, and continue charging until the earlier of (a) the Storage Facility has reached 100% SOC or (b) five (5) hours have lapsed since the Storage Facility commenced charging.

- (4) Record and store the Storage Facility SOC after the earlier of (a) the Storage Facility has reached 100% SOC or (b) five (5) hours of continuous charging. Such data point shall be used for purposes of calculation of the Battery Charging Factor.
- (5) Record and store the AC energy charged to the Storage Facility as measured at the Storage Facility Meter Energy In.
- (6) Following an agreed-upon rest period, command a real power discharge that results in an AC power output of the Storage Facility's maximum discharging level and maintain the discharging state until the earlier of (a) the Facility has discharged at the maximum discharging level for four (4) consecutive hours, (b) the Storage Facility has reached 0% SOC, or (c) the sustained discharging level is at least 2% less than the maximum discharging level.
- (7) Record and store the Storage Facility SOC after four (4) hours of continuous discharging. Such data point shall be used for purposes of calculation of the Battery Discharging Factor. If the Storage Facility SOC remains above zero percent (0%) after discharging at a rate at or above the Guaranteed Storage Capacity (or at or above the Installed Storage Capacity after a Commercial Operation Storage Capacity Test) for four (4) consecutive hours pursuant to Part III.A.6(a), the SOC will be deemed 0 for purposes of calculating the Battery Discharging Factor.
- (8) Record and store the Discharging Energy as measured at the Storage Facility Meter. Such data point shall be used for purposes of calculation the Effective Storage Capacity.
- (9) If the Storage Facility has not reached 0% SOC pursuant to Section III.A.6, continue discharging the Storage Facility until it reaches a 0% SOC.
- (10) Record and store the Discharging Energy (in MWh) as measured at the Storage Facility Meter, if applicable.
- (11) Record and store the Energy Out from the commencement of discharging pursuant to Part III.A.5 until the Storage Facility has reached a 0% SOC pursuant to either Part III.A.6 or Part III.A.9, as applicable.

- Test Results

- (1) The resulting Effective Storage Capacity measurement is the sum of the total Discharging Energy at the Storage Facility Meter divided by four (4) hours.
- (2) The resulting initial Efficiency Rate is calculated as the total amount of Energy Out (as reported under Section III.A(11) above) divided by the

total amount of Energy In (as reported under Section III.A(5) above), and expressed as a percentage, and shall be used for the calculation of the Efficiency Rate Factor in Exhibit C until updated following the first month of operations.

B. AGC Discharge Test

- Purpose: This test will demonstrate the AGC discharge capability to achieve the Storage Facility's maximum discharging level within 1 second.
- System starting state: The Storage Facility will be in the on-line state at 50% SOC and at an initial active power level of 0 MW and reactive power level of 0 MVAR. The EMS will be configured to follow a predefined agreed-upon active power profile.
- Procedure:
 - (1) Record the Storage Facility active power level at the Storage Facility Meter.
 - (2) Command the Storage Facility to follow a simulated CAISO RIG signal of Pmax at .95 power factor for ten (10) minutes.
 - (3) Record and store the Storage Facility active power response (in seconds).
- System end state: The Storage Facility will be in the on-line state and at a commanded active power level of 0 MW.

C. AGC Charge Test

- Purpose: This test will demonstrate the AGC charge capability to achieve the Storage Facility's full charging level within 1 second.
- System starting state: The Storage Facility will be in the on-line state at 50% SOC and at an initial active power level of 0 MW and reactive power level of 0 MVAR. The Storage Facility control system will be configured to follow a predefined agreed-upon active power profile.
- Procedure:
 - (1) Record the Storage Facility active power level at the Storage Facility Meter.
 - (2) Command the Storage Facility to follow a simulated CAISO RIG signal of Pmax at .95 power factor for ten (10) minutes.
 - (3) Record and store the Storage Facility active power response (in seconds).
- System end state: The Storage Facility will be in the on-line state and at a commanded active power level of 0 MW.

D. Reactive Power Production Test

- Purpose: This test will demonstrate the reactive power production capability of the Storage Facility.
- System starting state: The Storage Facility will be in the on-line state at 50% SOC and at an initial active power level of 0 MW and reactive power level of 0 MVAR. The EMS will be configured to follow an agreed-upon predefined reactive power profile.
- Procedure:
 - (1) Record the Storage Facility reactive power level at the Facility Meter.
 - (2) Command the Storage Facility to follow 16 MVAR for ten (10) minutes.
 - (3) Record and store the Storage Facility reactive power response.
- System end state: The Storage Facility will be in the on-line state and at a commanded reactive power level of 0 MVAR.

E. Reactive Power Consumption Test

- Purpose: This test will demonstrate the reactive power consumption capability of the Storage Facility.
- System starting state: The Storage Facility will be in the on-line state at 50% SOC and at an initial active power level of 0 MW and reactive power level of 0 MVAR. The Storage Facility control system will be configured to follow an agreed-upon predefined reactive power profile.
- Procedure:
 - (1) Record the Storage Facility reactive power level at the Facility Meter.
 - (2) Command the Storage Facility to follow -16 MVAR for ten (10) minutes.
 - (3) Record and store the Storage Facility reactive power response.
- System end state: The Storage Facility will be in the on-line state and at a commanded reactive power level of 0 MVAR.

EXHIBIT P

ANNUAL STORAGE CAPACITY AVAILABILITY CALCULATION

(a) Following the end of each calendar month during the Delivery Term, Buyer shall calculate the year-to-date (YTD) “**Annual Storage Capacity Availability**” for the current Contract Year using the formula set forth below:

$$\text{Annual Storage Capacity Availability (\%)} = 1 - \frac{\text{Unavailable Calculation Intervals}}{\text{Total YTD Calculation Intervals}}$$

“**Calculation Interval**” or “**C.I.**” means each successive five-minute interval, but excluding all such intervals which by the express terms of the Agreement are disregarded or excluded.

“**Unavailable Calculation Intervals**” means the sum of year-to-date unavailable Calculation Intervals for the applicable Contract Year, where for each Calculation Interval:

$$\text{Unavailable Calculation Interval} = 1 \text{ C.I.} \times \left(1 - \text{the lesser of: } \frac{A}{\text{Effective Storage Capacity}} \text{ or } \frac{\text{Storage Capability (MWh)}}{\text{Effective Storage Capacity} \times 4 \text{ hrs}} \right)$$

“**A**” is the “Available Effective Storage Capacity”, which shall be the sum of the capacity, in MW AC, expected from each system inverter in such Calculation Interval (based on normal operating conditions pursuant to the manufacturer’s guidelines), but “A” shall never exceed the Effective Storage Capacity.

“**Storage Capability**” means the sum of the following (taking into account the SOC at the time of calculation): (i) the energy throughput capability in MWhs in the applicable Calculation Interval that the Storage Facility is available to be charged (calculated as the available battery charging capability (in MWh) in the applicable Calculation Interval x the Battery Charging Factor) and (ii) the energy throughput capability in MWhs in the applicable Calculation Interval that the Storage Facility is available to be discharged (calculated as the available battery discharging capability (in MWh) in the applicable Calculation Interval x the Battery Discharging Factor). In calculating Storage Capability, the “available battery charging capability” and “available battery discharging capability” are calculated as the product of (1) the count of available system cells in such Calculation Interval, multiplied by (2) the capability, in MWh, expected from each such system cell (based on normal operating conditions pursuant to the manufacturer’s guidelines), but Storage Capability shall never exceed the Effective Storage Capacity x four (4) hours.

“Total YTD Calculation Intervals” means, for each applicable Contract Year, the total number of Calculation Intervals year-to-date up through and including the month for which the Annual Storage Capacity Availability is being calculated.

(b) The “available Effective Storage Capacity” and “Storage Capability” in the above calculations shall be the lower of (i) such amounts reported by Seller’s real-time EMS data feed to Buyer for the Storage Facility for such Calculation Interval, and (ii) Seller’s most recent Availability Notice (as updated pursuant to Section 4.3). Except as otherwise expressly provided in this Agreement, the calculations of “available Effective Storage Capacity” and “Storage Capability” in the foregoing shall be based solely on the availability of the Storage Facility to charge or discharge Energy between the Storage Facility and the Generating Facility or Delivery Point, as applicable (excluding for reasons at the high-voltage side of the Delivery Point or beyond).

(c) If the total rated power of the Storage Facility inverters is less than the Installed Storage Capacity divided by 0.95 charging and divided by 0.95 discharging expressed in kVA at 45°C, then Buyer shall have the right, in its reasonable discretion, to apply an ambient air temperature availability derate to the applicable Calculation Interval.

EXHIBIT Q

OPERATING RESTRICTIONS

The Parties will develop and finalize the Operating Restrictions prior to the Commercial Operation Date; *provided*, the Operating Restrictions (i) may not be materially more restrictive of the operation of the Storage Facility than as set forth below, unless agreed to by Buyer in writing, (ii) will, at a minimum, include the rules, requirements and procedures set forth in this Exhibit Q, (iii) will include protocols and parameters for Seller’s operation of the Storage Facility in the absence of Charging Notices, Discharging Notices or other similar instructions from Buyer relating to the use of the Storage Facility, and (iv) may include Storage Facility Scheduling, Operating Restrictions and Communications Protocols.

I. STORAGE FACILITY OPERATING RESTRICTIONS

File Update Date:	[XX/XX/20XX]	
Technology:	Lithium Ion Batteries	
A. Contract Capacity		
Guaranteed Storage Capacity (MW):	40	
Effective Storage Capacity (MW):	40	
B. Total Unit Dispatchable Range Information		
Interconnect Voltage (kV)	115	
Maximum Storage Level (MWh):	160	
Minimum Storage Level (MWh):	0	
Stored energy capability (MWh):	160	
Maximum Discharge (MW):	40	
Maximum Charge (MW):	40	
Guaranteed Efficiency Rate:	[REDACTED]	
Maximum energy throughput (BET) (MWh/year):	[REDACTED]	
C. Charge and Discharge Rates		
Mode	Maximum (MW)	Ramp Rate (MW/min) Description
Energy (Charge)	40	[REDACTED]
Energy (Discharge)	40	[REDACTED]
D. Ancillary Services		
Frequency regulation is included:	Yes	
Spin is included:	Yes	

- Maximum annual average State of Charge (SOC) of [REDACTED] %

EXHIBIT R
METERING DIAGRAM

To be updated by Seller prior to Commercial Operation Date

EXHIBIT S

FORM OF GUARANTY

This Guaranty (this “**Guaranty**”) is entered into as of [_____] (the “**Effective Date**”) by and between NextEra Energy Capital Holdings, Inc., a Delaware corporation (“**Guarantor**”), and Clean Power Alliance of Southern California, a California joint powers authority (together with its successors and permitted assigns, “**Buyer**”).

Recitals

- A. Buyer and [SELLER ENTITY], a Delaware limited liability company (“**Seller**”), entered into that certain Energy Storage Agreement (as amended, restated or otherwise modified from time to time, the “**PPA**”) dated as of [____], 2021.
- B. Guarantor is entering into this Guaranty as Performance Security to secure Seller’s obligations under the PPA, as required by Section 8.8 of the PPA.
- C. It is in the best interest of Guarantor to execute this Guaranty inasmuch as Guarantor will derive substantial direct and indirect benefits from the execution and delivery of the PPA.
- D. Initially capitalized terms used but not defined herein have the meaning set forth in the PPA.

Agreement

1. Guaranty. For value received, and subject to the terms and conditions hereof, Guarantor does hereby unconditionally, absolutely and irrevocably guarantee, as primary obligor and not as a surety, to Buyer the prompt payment by Seller of any and all amounts and payment obligations now or hereafter owing from Seller to Buyer under the PPA, including, without limitation, compensation for penalties, the Termination Payment, indemnification payments or other damages, as and when required pursuant to the terms of the PPA (the “**Guaranteed Amount**”), provided, that Guarantor’s aggregate liability under or arising out of this Guaranty shall not exceed _____ Dollars (\$ _____). The Parties understand and agree that any payment by Guarantor or Seller of any portion of the Guaranteed Amount shall thereafter reduce Guarantor’s maximum aggregate liability hereunder on a dollar-for-dollar basis. This Guaranty is an irrevocable, absolute, unconditional and continuing guarantee of the full and punctual payment, and not of collection, of the Guaranteed Amount and, except as otherwise expressly addressed herein, is in no way conditioned upon any requirement that Buyer first attempt to collect the payment of the Guaranteed Amount from Seller, any other guarantor of the Guaranteed Amount or any other Person or entity or resort to any other means of obtaining payment of the Guaranteed Amount. In the event Seller shall fail to duly, completely or punctually pay any Guaranteed Amount as required pursuant to the PPA, Guarantor shall promptly pay such amount as required herein.

2. Demand Notice. For avoidance of doubt, a payment shall be due for purposes of this Guaranty only when and if a payment is due and payable by Seller to Buyer under the terms and conditions of the Agreement. If Seller fails to pay any Guaranteed Amount as required pursuant to

the PPA for five (5) Business Days following Seller's receipt of Buyer's written notice of such failure (the "**Demand Notice**"), then Buyer may elect to exercise its rights under this Guaranty and may make a demand upon Guarantor (a "**Payment Demand**") for such unpaid Guaranteed Amount. A Payment Demand shall be in writing and shall reasonably specify in what manner and what amount Seller has failed to pay and an explanation of why such payment is due and owing, with a specific statement that Buyer is requesting that Guarantor pay under this Guaranty. Guarantor shall, within five (5) Business Days following its receipt of the Payment Demand, pay the Guaranteed Amount to Buyer.

3. Scope and Duration of Guaranty. This Guaranty applies only to the Guaranteed Amount. This Guaranty shall continue in full force and effect from the Effective Date until the earlier of the following: (x) all Guaranteed Amounts have been paid in full (whether directly or indirectly through set-off or netting of amounts owed by Buyer to Seller), and the Delivery Term has expired or terminated early, (y) the date that is twelve (12) months after the last day of the Delivery Term, or (z) replacement Performance Security is provided in an amount and form required by the terms of the PPA. Further, this Guaranty (a) shall remain in full force and effect without regard to, and shall not be affected or impaired by any invalidity, irregularity or unenforceability in whole or in part of this Guaranty, and (b) subject to the preceding sentence, shall be discharged only by complete performance of the undertakings herein. Without limiting the generality of the foregoing, the obligations of the Guarantor hereunder shall not be released, discharged, or otherwise affected and this Guaranty shall not be invalidated or impaired or otherwise affected for the following reasons:

- (i) the extension of time for the payment of any Guaranteed Amount, or
- (ii) any amendment, modification or other alteration of the PPA, or
- (iii) any indemnity agreement Seller may have from any party, or
- (iv) any insurance that may be available to cover any loss, except to the extent insurance proceeds are used to satisfy the Guaranteed Amount, or
- (v) any voluntary or involuntary liquidation, dissolution, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other similar proceeding affecting, Seller or any of its assets, including but not limited to any rejection or other discharge of Seller's obligations under the PPA imposed by any court, trustee or custodian or any similar official or imposed by any law, statute or regulation, in each such event in any such proceeding, or
- (vi) the release, modification, waiver or failure to pursue or seek relief with respect to any other guaranty, pledge or security device whatsoever, or
- (vii) any payment to Buyer by Seller that Buyer subsequently returns to Seller pursuant to court order in any bankruptcy or other debtor-relief proceeding, or
- (viii) those defenses based upon (A) the legal incapacity or lack of power or authority of any Person, including Seller and any representative of Seller to enter into the PPA or perform its obligations thereunder, (B) lack of due execution, delivery, validity or enforceability, including of

the PPA, or (C) Seller's inability to pay any Guaranteed Amount or perform its obligations under the PPA, or

(ix) any other event or circumstance that may now or hereafter constitute a defense to payment of the Guaranteed Amount, including, without limitation, statute of frauds and accord and satisfaction;

provided that Guarantor reserves the right to assert for itself any defenses, setoffs or counterclaims that Seller is or may be entitled to assert against Buyer (except for such defenses, setoffs or counterclaims that are expressly waived under any provision of this Guaranty) in a subsequent action for recoupment, restitution, or reimbursement.

4. Waivers by Guarantor. Guarantor hereby unconditionally waives as a condition precedent to the performance of its obligations hereunder, with the exception of the requirements in Paragraph 2, (a) notice of acceptance, presentment or protest with respect to the Guaranteed Amounts and this Guaranty, (b) notice of any action taken or omitted to be taken by Buyer in reliance hereon, (c) any requirement that Buyer exhaust any right, power or remedy or proceed against Seller under the PPA, and (d) any event, occurrence or other circumstance which might otherwise constitute a legal or equitable discharge of a surety. Without limiting the generality of the foregoing waiver of surety defenses, it is agreed that the occurrence of any one or more of the following shall not affect the liability of Guarantor hereunder:

(i) at any time or from time to time, without notice to Guarantor, the time for payment of any Guaranteed Amount shall be extended, or such performance or compliance shall be waived;

(ii) the obligation to pay any Guaranteed Amount shall be modified, supplemented or amended in any respect in accordance with the terms of the PPA;

(iii) subject to Section 10, any (a) sale, transfer or consolidation of Seller into or with any other entity, (b) sale of substantial assets by, or restructuring of the corporate existence of, Seller or (c) change in ownership of any membership interests of, or other ownership interests in, Seller; or

(iv) the failure by Buyer or any other Person to create, preserve, validate, perfect or protect any security interest granted to, or in favor of, Buyer or any Person.

5. Subrogation. Notwithstanding any payments that may be made hereunder by the Guarantor, Guarantor hereby agrees that until the earlier of payment in full of all Guaranteed Amounts or expiration of the Guaranty in accordance with Section 3, it shall not be entitled to, nor shall it seek to, exercise any right or remedy arising by reason of its payment of any Guaranteed Amount under this Guaranty, whether by subrogation or otherwise, against Seller or seek contribution or reimbursement of such payments from Seller.

6. Representations and Warranties. Guarantor hereby represents and warrants that (a) it has all necessary and appropriate corporate or limited liability company powers and authority and the legal right to execute and deliver, and perform its obligations under, this Guaranty, (b) this Guaranty constitutes its legal, valid and binding obligations enforceable against it in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium and

other similar laws affecting enforcement of creditors' rights or general principles of equity, (c) the execution, delivery and performance of this Guaranty does not and will not contravene Guarantor's organizational documents, any applicable Law or any contractual provisions binding on or affecting Guarantor, which would invalidate or materially impair Guarantor's ability to perform its obligations under this Guaranty, (d) except as disclosed in reports filed with the Securities and Exchange Commission by Guarantor's parent, NextEra Energy, Inc., there are no actions, suits or proceedings pending before any court, governmental agency or arbitrator, or, to the knowledge of the Guarantor, threatened, against or affecting Guarantor or any of its properties or revenues which may, in any one case or in the aggregate, adversely affect the ability of Guarantor to enter into or perform its obligations under this Guaranty, and (e) no consent or authorization of, filing with, or other act by or in respect of, any arbitrator or Governmental Authority, and no consent of any other Person (including, any stockholder or creditor of the Guarantor), that has not heretofore been obtained is required in connection with the execution, delivery, performance, validity or enforceability of this Guaranty by Guarantor.

7. Notices. Notices under this Guaranty shall be deemed received if sent to the address specified below: (i) on the day received if served by overnight express delivery, and (ii) four Business Days after mailing if sent by certified, first class mail, return receipt requested. Any party may change its address to which notice is given hereunder by providing notice of the same in accordance with this Paragraph 8.

If delivered to Buyer, to it at
Attn:

If delivered to Guarantor, to it at
Attn:

8. Governing Law and Forum Selection. This Guaranty shall be governed by, and interpreted and construed in accordance with, the laws of the United States and the State of New York, excluding choice of law rules (other than Section 5-1401 and 5-1402 of the New York General Obligations Law), provided that, notwithstanding the foregoing, in no event shall such governing law prevent Buyer from complying with any obligations or from exercising any joint powers authority arising under the laws of the State of California. The Parties agree that any suit, action or other legal proceeding by or against any party (or its affiliates or designees) with respect to or arising out of this Guaranty shall be brought in the federal courts of the United States or the courts of the State of California sitting in the City and County of Los Angeles, California.

9. Miscellaneous. This Guaranty shall be binding upon Guarantor and its successors and assigns and shall inure to the benefit of Buyer and its successors and permitted assigns pursuant to the PPA. No provision of this Guaranty may be amended or waived except by a written instrument executed by Guarantor and Buyer. This Guaranty is not assignable by Guarantor without the prior written consent of Buyer, which consent shall not be unreasonably withheld. This Guaranty is not assignable by Buyer without the prior written consent of Guarantor, which consent shall not be unreasonably withheld, except to the extent that the PPA is assigned in accordance with the terms

thereof. No provision of this Guaranty confers, nor is any provision intended to confer, upon any third party (other than Buyer's successors and permitted assigns) any benefit or right enforceable at the option of that third party. This Guaranty embodies the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of the parties hereto, verbal or written, relating to the subject matter hereof. If any provision of this Guaranty is determined to be illegal or unenforceable (i) such provision shall be deemed restated in accordance with applicable Laws to reflect, as nearly as possible, the original intention of the parties hereto and (ii) such determination shall not affect any other provision of this Guaranty and all other provisions shall remain in full force and effect. This Guaranty may be executed in any number of separate counterparts, each of which when so executed shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Guaranty may be executed and delivered by electronic means with the same force and effect as if the same was a fully executed and delivered original manual counterpart.

10. WAIVER OF JURY TRIAL; JUDICIAL REFERENCE.

(b) JURY WAIVER. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

(c) JUDICIAL REFERENCE. IN THE EVENT ANY LEGAL PROCEEDING IS FILED IN A FEDERAL COURT OF THE STATE OF CALIFORNIA, OR, TO THE EXTENT SUCH FEDERAL COURT LACKS SUBJECT MATTER JURISDICTION, IN A STATE COURT OF THE STATE OF CALIFORNIA (THE "COURT") BY OR AGAINST ANY PARTY HERETO IN CONNECTION WITH ANY CONTROVERSY, DISPUTE OR CLAIM DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY) (EACH, A "CLAIM") AND THE WAIVER SET FORTH IN THE PRECEDING PARAGRAPH IS NOT ENFORCEABLE IN SUCH ACTION OR PROCEEDING, THE PARTIES HERETO AGREE AS FOLLOWS:

- (i) ANY CLAIM (INCLUDING BUT NOT LIMITED TO ALL DISCOVERY AND LAW AND MOTION MATTERS, PRETRIAL MOTIONS, TRIAL MATTERS AND POST-TRIAL MOTIONS) WILL BE DETERMINED BY A GENERAL

REFERENCE PROCEEDING IN ACCORDANCE WITH THE PROVISIONS OF CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 THROUGH 645.1. THE PARTIES INTEND THIS GENERAL REFERENCE AGREEMENT TO BE SPECIFICALLY ENFORCEABLE IN ACCORDANCE WITH CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638.

- (ii) UPON THE WRITTEN REQUEST OF ANY PARTY, THE PARTIES SHALL SELECT A SINGLE REFEREE, WHO SHALL BE A RETIRED JUDGE OR JUSTICE. IF THE PARTIES DO NOT AGREE UPON A REFEREE WITHIN TEN (10) DAYS OF SUCH WRITTEN REQUEST, THEN, ANY PARTY MAY REQUEST THE COURT TO APPOINT A REFEREE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 640(B).
- (iii) THE PARTIES RECOGNIZE AND AGREE THAT ALL CLAIMS RESOLVED IN A GENERAL REFERENCE PROCEEDING PURSUANT HERETO WILL BE DECIDED BY A REFEREE AND NOT BY A JURY.

[Signature on next page]

IN WITNESS WHEREOF, the undersigned has caused this Guaranty to be duly executed and delivered by its duly authorized representative on the date first above written.

GUARANTOR:

NEXTERA ENERGY CAPITAL HOLDINGS,
INC.

By: _____

Printed Name: _____

Title: _____

BUYER:

[_____]

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT T

FORM OF COLLATERAL ASSIGNMENT AGREEMENT

This Consent to Collateral Assignment Agreement (this “Consent”) is entered into among (i) Clean Power Alliance of Southern California, a California joint powers authority (“CPA”), (ii) [*NextEra Entity*], a Delaware limited liability company (the “Project Company”), and (iii) [*Name of Collateral Agent*], a [*Legal Status of Collateral Agent*], as Collateral Agent for the secured parties under the Financing Documents referred to below (such secured parties together with their successors permitted under this Consent in such capacity, the “Secured Parties”, and, such agent, together with its successors in such capacity, the “Collateral Agent”). CPA, Project Company and Collateral Agent are hereinafter sometimes referred to individually as a “Party” and jointly as the “Parties”. Capitalized terms used but not otherwise defined in this Consent shall have the meanings ascribed to them in the PPA (as defined below).

RECITALS

The Parties enter into this Consent with reference to the following facts:

- A. Project Company and CPA have entered into that certain Renewable Power Purchase Agreement, dated as of [*Date*] [*List all amendments as contemplated by Section 3.4*] (“PPA”), pursuant to which Project Company will develop, construct, commission, test and operate the Facility and sell the Product to CPA, and CPA will purchase the Product from Project Company;
- B. As collateral for Project Company’s obligations under the PPA, Project Company has agreed to provide to CPA certain collateral, which may include Performance Security and Development Security and other collateral described in the PPA (collectively, the “PPA Collateral”);
- C. Project Company has entered into that certain [*Insert description of financing arrangements with Lender*], dated as of [*Date*], among Project Company, the Lenders party thereto and the Collateral Agent (the “Financing Agreement”), pursuant to which, among other things, the Lenders have extended commitments to make loans to Project Company;
- D. As collateral security for Project Company’s obligations under the Financing Agreement and related agreements (collectively, the “Financing Documents”), Project Company has, among other things, assigned all of its right, title and interest in, to and under the PPA and Project’s Company’s owners have pledged their ownership interest in Project Company (collectively, the “Assigned Interest”) to the Collateral Agent pursuant to the Financing Documents; and
- E. It is a requirement under the Financing Agreement and the PPA that CPA and the other Parties hereto shall have executed and delivered this Consent.

AGREEMENT

In consideration of the foregoing, and for other good and valuable consideration, the receipt and

adequacy of which are hereby acknowledged, and intending to be legally bound, the Parties hereto hereby agree as follows:

SECTION 1. CONSENT TO ASSIGNMENT, ETC.

1.1 Consent and Agreement.

CPA hereby acknowledges:

(a) Notice of and consents to the assignment as collateral security to Collateral Agent, for the benefit of the Secured Parties, of the Assigned Interest; and

(b) The right (but not the obligation) of Collateral Agent in the exercise of its rights and remedies under the Financing Documents, to make all demands, give all notices, take all actions and exercise all rights of Project Company permitted under the PPA (subject to CPA's rights and defenses under the PPA and the terms of this Consent) and accepts any such exercise; *provided*, insofar as the Collateral Agent exercises any such rights under the PPA or makes any claims with respect to payments or other obligations under the PPA, the terms and conditions of the PPA applicable to such exercise of rights or claims shall apply to Collateral Agent to the same extent as to Project Company.

1.2 Project Company's Acknowledgement.

Each of Project Company and Collateral Agent hereby acknowledges and agrees that, following the occurrence of a default by Project Company under the PPA, CPA is authorized to act in accordance with Collateral Agent's instructions and the terms of this Agreement, and that, other than arising due to the negligence or willful misconduct of CPA, CPA shall bear no liability to Project Company or Collateral Agent in connection therewith, including any liability for failing to act in accordance with Project Company's instructions.

1.3 Right to Cure.

If Project Company defaults in the performance of any of its obligations under the PPA, or upon the occurrence or non-occurrence of any event or condition under the PPA which would immediately or with the passage of any applicable grace period or the giving of notice, or both, enable CPA to terminate or suspend its performance under the PPA (a "PPA Default"), CPA will not terminate or suspend its performance under the PPA until it first gives written notice of such PPA Default to Collateral Agent and affords Collateral Agent the right to cure such PPA Default within the applicable cure period under the PPA, which cure period shall run concurrently with that afforded Project Company under the PPA. In addition, if Collateral Agent gives CPA written notice prior to the expiration of the applicable cure period under the PPA of Collateral Agent's intention to cure such PPA Default (which notice shall include a reasonable description of the time during which it anticipates to cure such PPA Default) and is diligently proceeding to cure such PPA Default, notwithstanding the applicable cure period under the PPA, Collateral Agent shall have a period of ninety (90) days (or, if such PPA Default is for failure by the Project Company to pay an amount to CPA which is due and payable under the PPA other than to provide PPA Collateral, thirty (30) days, or, if such PPA Default is for failure by Project Company to provide PPA Collateral, ten (10) Business Days) from the Collateral Agent's receipt of the notice of such

PPA Default from CPA to cure such PPA Default; *provided, that*, such additional cure period for the Collateral Agent shall commence on the later of (1) the end of the Project Company's cure period under the PPA and (2) the date the Collateral Agent receives notice of the PPA Default; *provided, further*, (a) if possession of the Facility is necessary to cure any such non-monetary PPA Default and Collateral Agent has commenced foreclosure proceedings within sixty (60) days after notice of the PPA Default and is diligently pursuing such foreclosure proceedings, Collateral Agent will be allowed a reasonable time, not to exceed one hundred eighty (180) days after the notice of the PPA Default, to complete such proceedings and cure such PPA Default, and (b) if Collateral Agent is prohibited from curing any such PPA Default by any process, stay or injunction issued by any Governmental Authority or pursuant to any bankruptcy or insolvency proceeding or other similar proceeding involving Project Company, then the time periods specified herein for curing a PPA Default shall be extended for the period of such prohibition, so long as Collateral Agent has diligently pursued removal of such process, stay or injunction. Collateral Agent shall provide CPA with reports concerning the status of efforts to cure a PPA Default upon CPA's reasonable request.

1.4 Substitute Owner.

Subject to Section 1.7, the Parties agree that if Collateral Agent notifies CPA (such notice, a "Financing Document Default Notice") that an event of default has occurred and is continuing under the Financing Documents (a "Financing Document Event of Default") then, upon a judicial foreclosure sale, non-judicial foreclosure sale, deed in lieu of foreclosure or other transfer following a Financing Document Event of Default, Collateral Agent (or its designee) shall be substituted for Project Company (the "Substitute Owner") under the PPA, and, subject to Sections 1.7(b) and 1.7(c) below, CPA and Substitute Owner will recognize each other as counterparties under the PPA and will continue to perform their respective obligations (including those obligations accruing to CPA and the Project Company prior to the existence of the Substitute Owner) under the PPA in favor of each other in accordance with the terms thereof; *provided*, before CPA is required to recognize the Substitute Owner, the Substitute Owner must have demonstrated to CPA's reasonable satisfaction that the Substitute Owner meets the qualifications of a Permitted Transferee under the PPA (a "Permitted Transferee"). For purposes of the foregoing, CPA shall be entitled to assume that any such purported exercise of rights by Collateral Agent that results in substitution of a Substitute Owner under the PPA is in accordance with the Financing Documents without independent investigation thereof but shall have the right to require that the Collateral Agent and its designee (if applicable) provide reasonable evidence demonstrating the same.

1.5 Replacement Agreements.

Subject to Section 1.7, if the PPA is terminated, rejected or otherwise invalidated as a result of any bankruptcy, insolvency, reorganization or similar proceeding affecting Project Company, its owner(s) or guarantor(s), and if Collateral Agent or its designee directly or indirectly takes possession of, or title to, the Facility (including possession by a receiver or title by foreclosure or deed in lieu of foreclosure) ("Replacement Owner"), CPA shall, and Collateral Agent shall cause Replacement Owner to, enter into a new agreement with one another for the balance of the obligations under the PPA remaining to be performed having terms substantially the same as the terms of the PPA with respect to the remaining Term ("Replacement PPA"); *provided*, before CPA is required to enter into a Replacement PPA, the Replacement Owner must have demonstrated to

CPA's reasonable satisfaction that the Replacement Owner satisfies the requirements of a Permitted Transferee. For purposes of the foregoing, CPA is entitled to assume that any such purported exercise of rights by Collateral Agent that results in a Replacement Owner is in accordance with the Financing Documents without independent investigation thereof but shall have the right to require that the Collateral Agent and its designee (if applicable) provide reasonable evidence demonstrating the same. Notwithstanding the execution and delivery of a Replacement PPA, to the extent CPA is, or was otherwise prior to its termination as described in this Section 1.5, entitled under the PPA, CPA may suspend performance of its obligations under such Replacement PPA, unless and until all PPA Defaults of Project Company under the PPA or Replacement PPA have been cured.

1.6 Transfer.

Subject to Section 1.7, a Substitute Owner or a Replacement Owner may assign all of its interest in the Facility and the PPA and a Replacement PPA to a natural person, corporation, trust, business trust, joint venture, joint stock company, association, company, limited liability company, partnership, Governmental Authority or other entity (a "Person") to which the Facility is transferred; *provided*, the proposed transferee shall have demonstrated to CPA's reasonable satisfaction that such proposed transferee satisfies the requirements of a Permitted Transferee.

1.7 Assumption of Obligations.

(a) Transferee.

Any transferee under Section 1.6 shall expressly assume in a writing reasonably satisfactory to CPA all of the obligations of Project Company, Substitute Owner or Replacement Owner under the PPA or Replacement PPA, as applicable, including posting and collateral assignment of the PPA Collateral. Upon such assignment and the cure of any outstanding PPA Default, and payment of all other amounts due and payable to CPA in respect of the PPA or such Replacement PPA, the transferor shall be released from any further liability under the PPA or Replacement PPA, as applicable.

(b) Substitute Owner.

Subject to Section 1.7(c), any Substitute Owner pursuant to Section 1.4 shall be required to perform Project Company's obligations under the PPA, including curing defaults, posting and collateral assignment of the PPA Collateral; *provided*, the obligations of such Substitute Owner shall be no more than those of Project Company under the PPA.

(c) No Liability.

CPA acknowledges and agrees that neither Collateral Agent nor any Secured Party shall have any liability or obligation under the PPA as a result of this Consent (except to the extent Collateral Agent or a Secured Party is a Substitute Owner or Replacement Owner) nor shall Collateral Agent or any other Secured Party be obligated or required to (i) perform any of Project Company's obligations under the PPA, except as provided in Sections 1.7(a) and 1.7(b) and to the extent Collateral Agent or a Secured Party is a Substitute Owner or Replacement Owner, or (ii) take any action to collect or enforce any claim for payment assigned under the Financing Documents. If Collateral Agent becomes a Substitute Owner pursuant to Section 1.4 or enters into

a Replacement PPA, Collateral Agent shall not have any personal liability to CPA under the PPA or Replacement PPA and the sole recourse of CPA in seeking enforcement of such obligations against Collateral Agent shall be to the aggregate interest of the Secured Parties in the Facility; *provided*, such limited recourse shall not limit CPA's right to seek equitable or injunctive relief against Collateral Agent, or CPA's rights with respect to any offset rights expressly allowed under the PPA, a Replacement PPA or the PPA Collateral.

1.8 Delivery of Notices.

CPA shall deliver to Collateral Agent, concurrently with the delivery thereof to Project Company, a copy of each notice, request or demand given by CPA to Project Company pursuant to the PPA relating to (a) a PPA Default by Project Company under the PPA, (b) any claim regarding Force Majeure by CPA under the PPA, (c) any notice of dispute under the PPA, (d) any notice of intent to terminate or any termination notice, and (e) any matter that would require the consent of Collateral Agent pursuant to Section 1.11 or any other provision of this Consent. Collateral Agent acknowledges that delivery of such notice, request and demand shall satisfy CPA's obligation to give Collateral Agent a notice of PPA Default under Section 1.3. Collateral Agent shall deliver to CPA, concurrently with delivery thereof to Project Company, a copy of each notice, request or demand given by Collateral Agent to Project Company pursuant to the Financing Documents relating to a default by Project Company under the Financing Documents.

1.9 Confirmations.

CPA will, as and when reasonably requested by Collateral Agent from time to time, confirm in writing matters relating to the PPA (including the performance of same by Project Company); *provided*, such confirmation may be limited to matters of which CPA is aware as of the time the confirmation is given and such confirmations shall be without prejudice to any rights of CPA under the PPA as between CPA and Project Company.

1.10 Exclusivity of Dealings.

Except as provided in Sections 1.3, 1.4, 1.8, 1.9 and 2.1, unless and until CPA receives a Financing Document Default Notice, CPA shall deal exclusively with Project Company in connection with the performance of CPA's obligations under the PPA. From and after such time as CPA receives a Financing Document Default Notice and until a Substitute Owner is substituted for Project Company pursuant to Section 1.4, a Replacement PPA is entered into or the PPA is transferred to a Person to whom the Facility is transferred pursuant to Section 1.6, CPA shall, until Collateral Agent confirms to CPA in writing that all obligations under the Financing Documents are no longer outstanding, deal exclusively with Collateral Agent in connection with the performance of CPA's obligations under the PPA, and CPA may irrevocably rely on instructions provided by Collateral Agent in accordance therewith to the exclusion of those provided by any other Person.

1.11 No Amendments.

To the extent permitted by Laws, CPA agrees that it will not, without the prior written consent of Collateral Agent (not to be unreasonably withheld, delayed or conditioned) (a) enter into any material supplement, restatement, novation, extension, amendment or modification of the PPA (b) terminate or suspend its performance under the PPA (except in accordance with Section 1.3) or (c)

consent to or accept any termination or cancellation of the PPA by Project Company.

SECTION 2. PAYMENTS UNDER THE PPA

2.1 Payments.

Unless and until CPA receives written notice to the contrary from Collateral Agent, CPA will make all payments to be made by it to Project Company under or by reason of the PPA directly to Project Company. CPA, Project Company, and Collateral Agent acknowledge that CPA will be deemed to be in compliance with the payment terms of the PPA to the extent that CPA makes payments in accordance with Collateral Agent's instructions. *[Collateral Agent may specific account information]*

2.2 No Offset, Etc.

All payments required to be made by CPA under the PPA shall be made without any offset, recoupment, abatement, withholding, reduction or defense whatsoever, other than that expressly allowed by the terms of the PPA.

SECTION 3. REPRESENTATIONS AND WARRANTIES OF CPA

CPA makes the following representations and warranties as of the date hereof in favor of Collateral Agent:

3.1 Organization.

CPA is a joint powers authority and community choice aggregator duly organized and validly existing under the laws of the state of California, and the rules, regulations and orders of the California Public Utilities Commission, and is qualified to conduct business in each jurisdiction of the Joint Powers Agreement members . CPA has all requisite power and authority, corporate and otherwise, to enter into and to perform its obligations hereunder and under the PPA, and to carry out the terms hereof and thereof and the transactions contemplated hereby and thereby.

3.2 Authorization.

The execution, delivery and performance by CPA of this Consent and the PPA have been duly authorized by all necessary corporate or other action on the part of CPA and do not require any approval or consent of any holder (or any trustee for any holder) of any indebtedness or other obligation of CPA which, if not obtained, will prevent CPA from performing its obligations hereunder or under the PPA except approvals or consents which have previously been obtained and which are in full force and effect.

3.3 Execution and Delivery; Binding Agreements.

Each of this Consent and the PPA is in full force and effect, have been duly executed and delivered on behalf of CPA by the appropriate officers of CPA, and constitute the legal, valid and binding obligation of CPA, enforceable against CPA in accordance with its terms, except as the enforceability thereof may be limited by (a) bankruptcy, insolvency, reorganization, moratorium

or other similar laws of general application affecting the enforcement of creditors' rights generally and (b) general equitable principles (whether considered in a proceeding in equity or at law).

3.4 No Default or Amendment.

Except as set forth in Schedule A attached hereto: (a) Neither CPA nor, to CPA's actual knowledge, Project Company, is in default of any of its obligations under the PPA; (b) CPA and, to CPA's actual knowledge, Project Company, has complied with all conditions precedent to the effectiveness of its obligations under the PPA; (c) to CPA's actual knowledge, no event or condition exists which would either immediately or with the passage of any applicable grace period or giving of notice, or both, enable either CPA or Project Company to terminate or suspend its obligations under the PPA; and (d) the PPA has not been amended, modified or supplemented in any manner except as set forth herein and in the recitals hereto.

3.5 No Previous Assignments.

CPA has no notice of, and has not consented to, any previous assignment by Project Company of all or any part of its rights under the PPA, except as previously disclosed in writing and consented to by CPA.

SECTION 4. REPRESENTATIONS AND WARRANTIES OF PROJECT COMPANY

Project Company makes the following representations and warranties as of the date hereof in favor of the Collateral Agent and CPA:

4.1 Organization.

Project Company is a limited liability company duly organized and validly existing under the laws of the state of its organization, and is duly qualified, authorized to do business and in good standing in every jurisdiction in which it owns or leases real property or in which the nature of its business requires it to be so qualified, except where the failure to so qualify would not have a material adverse effect on its financial condition, its ability to own its properties or its ability to transact its business. Project Company has all requisite power and authority, corporate and otherwise, to enter into and to perform its obligations hereunder and under the PPA, and to carry out the terms hereof and thereof and the transactions contemplated hereby and thereby.

4.2 Authorization.

The execution, delivery and performance of this Consent by Project Company, and Project Company's assignment of its right, title and interest in, to and under the PPA to the Collateral Agent pursuant to the Financing Documents, have been duly authorized by all necessary corporate or other action on the part of Project Company.

4.3 Execution and Delivery; Binding Agreement.

This Consent is in full force and effect, has been duly executed and delivered on behalf of Project Company by the appropriate officers of Project Company, and constitutes the legal, valid and binding obligation of Project Company, enforceable against Project Company in accordance with

its terms, except as the enforceability thereof may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application affecting the enforcement of creditors' rights generally and (b) general equitable principles (whether considered in a proceeding in equity or at law).

4.4 No Default or Amendment.

Except as set forth in Schedule B attached hereto: (a) neither Project Company nor, to Project Company's actual knowledge, CPA, is in default of any of its obligations thereunder; (b) Project Company and, to Project Company's actual knowledge, CPA, has complied with all conditions precedent to the effectiveness of its obligations under the PPA; (c) to Project Company's actual knowledge, no event or condition exists which would either immediately or with the passage of any applicable grace period or giving of notice, or both, enable either CPA or Project Company to terminate or suspend its obligations under the PPA; and (d) the PPA has not been amended, modified or supplemented in any manner except as set forth herein and in the recitals hereto.

4.5 No Previous Assignments.

Project Company has not previously assigned all or any part of its rights under the PPA.

SECTION 5. REPRESENTATIONS AND WARRANTIES OF COLLATERAL AGENT

Collateral Agent makes the following representations and warranties as of the date hereof in favor of CPA and Project Company:

5.1 Authorization.

The execution, delivery and performance of this Consent by Collateral Agent have been duly authorized by all necessary corporate or other action on the part of Collateral Agent and Secured Parties.

5.2 Execution and Delivery; Binding Agreement.

This Consent is in full force and effect, has been duly executed and delivered on behalf of Collateral Agent by the appropriate officers of Collateral Agent, and constitutes the legal, valid and binding obligation of Collateral Agent as Collateral Agent for the Secured Parties, enforceable against Collateral Agent (and the Secured Parties to the extent applicable) in accordance with its terms, except as the enforceability thereof may be limited by (a) bankruptcy, insolvency, reorganization, moratorium or other similar laws of general application affecting the enforcement of creditors' rights generally and (b) general equitable principles (whether considered in a proceeding in equity or at law).

SECTION 6. MISCELLANEOUS

6.1 Notices.

All notices and other communications hereunder shall be in writing, shall be deemed given upon receipt thereof by the Party or Parties to whom such notice is addressed, shall refer on their face

to the PPA (although failure to so refer shall not render any such notice or communication ineffective), shall be sent by first class mail, by personal delivery or by a nationally recognized courier service, and shall be directed (a) if to CPA or Project Company, in accordance with *[Notice Section of the PPA]* of the PPA, (b) if to Collateral Agent, to *[Collateral Agent Name]*, *[Collateral Agent Address]*, Attn: *[Collateral Agent Contact Information]*, Telephone: *[]*, Fax: *[]*, and (c) to such other address or addressee as any such Party may designate by notice given pursuant hereto.

6.2 Governing Law; Submission to Jurisdiction.

(a) THIS CONSENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND THIS CONSENT AND ALL MATTERS ARISING OUT OF THIS CONSENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE GOVERNED BY, THE LAW OF THE STATE OF CALIFORNIA WITHOUT REGARD TO ANY CONFLICTS OF LAWS PROVISIONS THEREOF THAT WOULD RESULT IN THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

(b) All disputes, claims or controversies arising out of, relating to, concerning or pertaining to the terms of this Consent shall be governed by the dispute resolution provisions of the PPA. Subject to the foregoing, any legal action or proceeding with respect to this Consent and any action for enforcement of any judgment in respect thereof may be brought in the courts of the State of California or of the United States of America for the Central District of California, and, by execution and delivery of this Consent, each Party hereby accepts for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts and appellate courts from any appeal thereof. Each Party further irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to its notice address provided pursuant to Section 6.1 hereof. Each Party hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Consent brought in the courts referred to above and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. Nothing herein shall affect the right of any Party to serve process in any other manner permitted by law.

6.3 Headings Descriptive.

The headings of the several sections and subsections of this Consent are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Consent.

6.4 Severability.

In case any provision in or obligation under this Consent shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

6.5 Amendment, Waiver.

Neither this Consent nor any of the terms hereof may (a) be terminated, amended, supplemented or modified, except by an instrument in writing signed by CPA, Project Company and Collateral Agent or (b) waived, except by an instrument in writing signed by the waiving Party.

6.6 Termination.

Each Party's obligations hereunder are absolute and unconditional, and no Party has any right, and shall have no right, to terminate this Consent or to be released, relieved or discharged from any obligation or liability hereunder until CPA has been notified by Collateral Agent that all of the obligations under the Financing Documents shall have been satisfied in full (other than contingent indemnification obligations) or, with respect to the PPA or any Replacement PPA, its obligations under such PPA or Replacement PPA have been fully performed.

6.7 Successors and Assigns.

This Consent shall be binding upon each Party and its successors and assigns permitted under and in accordance with this Consent, and shall inure to the benefit of the other Parties and their respective successors and assignee permitted under and in accordance with this Consent. Each reference to a Person herein shall include such Person's successors and assigns permitted under and in accordance with this Consent.

6.8 Further Assurances.

CPA hereby agrees to execute and deliver all such instruments and take all such action as may be necessary to effectuate fully the purposes of this Consent.

6.9 Waiver of Trial by Jury.

TO THE EXTENT PERMITTED BY APPLICABLE LAWS, THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS CONSENT OR ANY MATTER ARISING HEREUNDER. EACH PARTY FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

6.10 Entire Agreement.

This Consent and any agreement, document or instrument attached hereto or referred to herein integrate all the terms and conditions mentioned herein or incidental hereto and supersede all oral negotiations and prior writings in respect to the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of this Consent and any such agreement, document or instrument, the terms, conditions and provisions of this Consent shall prevail.

6.11 Effective Date.

This Consent shall be deemed effective as of the date upon which the last Party executes this Consent.

6.12 Counterparts; Electronic Signatures.

This Consent may be executed in one or more counterparts, each of which will be deemed to be an original of this Consent and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Consent and of signature pages by facsimile transmission, Portable Document Format (i.e., PDF), or by other electronic means shall constitute effective execution and delivery of this Consent as to the Parties and may be used in lieu of the original Consent for all purposes.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, the Parties hereto have caused this Consent to be duly executed and delivered by their duly authorized officers on the dates indicated below their respective signatures.

[NEXTERA ENTITY],
a Delaware limited liability company.

CLEAN POWER ALLIANCE OF
SOUTHERN CALIFORNIA,
a California joint powers authority.

By: _____

By: _____

[Name]

[Name]

[Title]

[Title]

Date: _____

Date: _____

[NAME OF COLLATERAL AGENT],

[Legal Status of Collateral Agent].

By: _____

[Name]

[Title]

Date: _____

SCHEDULE A

[Describe any disclosures relevant to representations and warranties made in Section 3.4]

RENEWABLE POWER PURCHASE AGREEMENT

COVER SHEET

Seller: Geysers Power Company, LLC, a Delaware limited liability company

Buyer: Clean Power Alliance of Southern California, a California joint powers authority

Description of Facility: As set forth in Exhibit A.

Guaranteed Commencement Date: 1/1/2022

Delivery Term: Fifteen (15) Contract Years

Delivery Point: CAISO Grid (with financial settlement at NP-15 EZ Gen Hub)

Contract Quantity: 50 MW

Designated RA Capacity: 50 MW (subject to adjustment pursuant to Section 3.5)

Delivery Term Expected Energy:

Contract Year	Expected Energy (MWh)
1	438,000
2	438,000
3	438,000
4	438,000
5	438,000
6	438,000
7	438,000
8	438,000
9	438,000
10	438,000
11	438,000
12	438,000
13	438,000
14	438,000
15	438,000

Renewable Rate:

Contract Year	Contract Price (\$/MWh)
1 – 15	\$ [REDACTED]/MWh

Capacity Rate:

Contract Year	Contract Price (\$/kW-mo.)
1 – 15	\$ [REDACTED]/kW-month

Monthly RA Capacity Payment: Capacity Rate x Designated RA Capacity x 1,000 = \$ [REDACTED]/month.

Product: The Product includes each of the following categories, all as associated with or attributable to the Contract Quantity throughout the Delivery Term.

- Energy
- Green Attributes (if Renewable Energy Credit, please check the applicable box below):
 - Portfolio Content Category 1
 - Portfolio Content Category 2
 - Portfolio Content Category 3
- Capacity Attributes

Scheduling Coordinator: Seller or its designee

Performance Security: \$60/kW of Contract Quantity

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RENEWABLE POWER PURCHASE AGREEMENT

This Renewable Power Purchase Agreement (“**Agreement**”) is entered into as of June __, 2021 (the “**Effective Date**”), between Buyer and Seller. Buyer and Seller are sometimes referred to herein individually as a “**Party**” and jointly as the “**Parties**”. All capitalized terms used in this Agreement are used with the meanings ascribed to them in Article 1 to this Agreement.

RECITALS

WHEREAS, Seller owns and operates the Facility; and

WHEREAS, Seller desires to sell, and Buyer desires to purchase, on the terms and conditions set forth in this Agreement, the Product;

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree to the following:

ARTICLE 1 DEFINITIONS

1.1 Contract Definitions. The following terms, when used herein with initial capitalization, shall have the meanings set forth below:

“**AC**” means alternating current.

“**Accepted Compliance Costs**” has the meaning set forth in Section 3.10.

“**Adjusted Energy Production**” has the meaning set forth in Exhibit C.

“**Affiliate**” means, with respect to any Person, each Person that directly or indirectly controls, is controlled by, or is under common control with such designated Person. For purposes of this definition and the definition of “Permitted Transferee”, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean (a) the direct or indirect right to cast at least fifty percent (50%) of the votes exercisable at an annual general meeting (or its equivalent) of such Person or, if there are no such rights, ownership of at least fifty percent (50%) of the equity or other ownership interest in such Person, or (b) the right to direct the policies or operations of such Person.

“**Agreement**” has the meaning set forth in the Preamble and includes the Cover Sheet and any Exhibits, schedules and any written supplements hereto.

“**Assignment Agreement**” has the meaning set forth in Section 14.4.

“**Availability Incentive Payments**” has the meaning set forth in the CAISO Tariff.

“**Average Day-Ahead Market LMP**” shall mean for any given day, an amount that is equal to the average of each of the 24-hourly Day-Ahead Locational Marginal Prices for the NP15 EZ Gen Hub, as posted and updated by the CAISO.

“**Bankrupt**” or “**Bankruptcy**” means with respect to any entity, such entity that (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar Law, (b) has any such petition filed or commenced against it which remains unstayed or undismissed for a period of ninety (90) days, (c) makes an assignment or any general arrangement for the benefit of creditors, (d) otherwise becomes bankrupt or insolvent (however evidenced), (e) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (f) is generally unable to pay its debts as they fall due.

“**Business Day**” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday in California. A Business Day begins at 8:00 a.m. and ends at 5:00 p.m. local time for the Party sending a Notice, or payment, or performing a specified action.

“**Buyer**” has the meaning set forth on the Cover Sheet.

“**Buyer Assignee**” has the meaning set forth in Section 14.4.

“**Buyer Default**” means an Event of Default of Buyer.

“**Buyer’s Indemnified Parties**” has the meaning set forth in Section 18.2.

“**Buyer’s WREGIS Account**” has the meaning set forth in Section 4.7(a).

“**CAISO**” means the California Independent System Operator Corporation or any successor entity performing similar functions.

“**CAISO Approved Meter**” means a CAISO approved revenue quality meter or meters, CAISO approved data processing gateway or remote intelligence gateway, telemetering equipment and data acquisition services sufficient for monitoring, recording and reporting, in real time, all Facility Energy produced by the Facility.

“**CAISO Costs**” means the debits, costs, penalties and interest that are directly assigned by the CAISO to the CAISO Resource ID for the Facility for, or attributable to, Scheduling or deliveries from the Facility under this Agreement in each applicable Settlement Period.

“**CAISO Grid**” has the same meaning as “CAISO Controlled Grid” as defined in the CAISO Tariff.

“**CAISO Revenues**” means the credits and other payments incurred or received by Seller, as the Facility’s Scheduling Coordinator, as a result of Facility Energy delivered by Seller to any CAISO-administered market, including costs and revenues associated with CAISO dispatches, for each applicable Settlement Period.

“CAISO Tariff” means the California Independent System Operator Corporation Agreement and Tariff, Business Practice Manuals (BPMs), and Operating Procedures, including the rules, protocols, procedures and standards attached thereto, as the same may be amended or modified from time-to-time and approved by FERC.

“California Renewables Portfolio Standard” or **“RPS”** means the renewable energy program and policies established by California State Senate Bills 1038 (2002), 1078 (2002), 107 (2008), X-1 2 (2011), 350 (2015), and 100 (2018) as codified in, *inter alia*, California Public Utilities Code Sections 399.11 through 399.31 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time.

“Capacity Attributes” means any and all of the following:

- (a) any current or future defined characteristics, certificates, tags, credits, ancillary service attributes, or accounting constructs, including any accounting construct counted toward any Resource Adequacy Requirements, attributed to or associated with the amount of power that the Facility can generate and deliver to the Delivery Point under this Agreement at a particular moment and that can be purchased, sold or conveyed under CAISO or CPUC market rules;
- (b) resource adequacy attributes, as may be identified from time to time by the CPUC, CAISO, or other Governmental Authority having jurisdiction, that can be counted toward RAR;
- (c) resource adequacy attributes or other locational attributes for the Facility related to a Local Capacity Area, as may be identified from time to time by the CPUC, CAISO or other Governmental Authority having jurisdiction, associated with the physical location or point of electrical interconnection of the Facility within the CAISO-Controlled Grid, that can be counted toward a Local RAR; and
- (d) flexible capacity resource adequacy attributes for the Facility, including, without limitation, the amount of EFC as may be identified from time to time by the CPUC, CAISO, or other Governmental Authority having jurisdiction, that can be counted toward Flexible RAR;

“Capacity Rate” has the meaning set forth on the Cover Sheet.

“CEC” means the California Energy Commission or its successor agency.

“CEC Certification and Verification” means that the CEC has certified that the Facility is an Eligible Renewable Energy Resource for purposes of the California Renewables Portfolio Standard and that all Facility Energy delivered to the Delivery Point qualifies as generation from an Eligible Renewable Energy Resource.

“Commencement Date” has the meaning set forth in Section 2.2.

“Compliance Actions” has the meaning set forth in Section 3.10.

“Compliance Expenditure Cap” has the meaning set forth in Section 3.10.

“Confidential Information” has the meaning set forth in Section 18.1.

“Contract Quantity” means the amount of Product (in MWh) set forth on the Cover Sheet, which Seller has committed to deliver to the Delivery Point on behalf of Buyer pursuant to this Agreement.

“Contract Price” has the meaning set forth on the Cover Sheet.

“Contract Term” has the meaning set forth in Section 2.1.

“Contract Year” means a period of twelve (12) consecutive months. The first Contract Year shall commence on the Commencement Date and each subsequent Contract Year shall commence on the anniversary of the Commencement Date.

“Costs” means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third-party transaction costs and expenses reasonably incurred by such Party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace the Agreement; and all reasonable attorneys’ fees and expenses incurred by the Non-Defaulting Party in connection with terminating the Agreement.

“Cover Sheet” means the cover sheet to this Agreement, which is incorporated into this Agreement.

“CPM Adjustment Factor” means, for any RA Shortfall Month, the percentage for the corresponding calendar month set forth in Exhibit I.

“CPM Price” has the meaning set forth in Section 3.6(c).

“CPM Soft Offer Cap” has the meaning set forth in the CAISO Tariff.

“CPUC” means the California Public Utilities Commission, or successor entity.

“Credit Rating” means, with respect to any entity, the rating then assigned to such entity’s unsecured, senior long-term debt obligations (not supported by third party credit enhancements) or if such entity does not have a rating for its senior unsecured long-term debt, then the rating then assigned to such entity as an issuer rating by S&P or Moody’s. If ratings by S&P and Moody’s are not equivalent, the lower rating shall apply.

“Cure Plan” has the meaning set forth in Section 11.1(b)(iii).

“Curtailed Energy” means the amount of energy expressed in MWh that the Facility would have produced and delivered to the Delivery Point to satisfy the Contract Quantity, but that was not produced and delivered to the Delivery Point because of a Curtailment Order.

“Curtailment Order” means any of the following:

(a) CAISO orders, directs, alerts, or provides notice to a Party, including a CAISO Operating Order, to curtail deliveries of Facility Energy for the following reasons: (i) any System

Emergency, or (ii) any warning of an anticipated System Emergency, or warning of an imminent condition or situation, which jeopardizes CAISO's electric system integrity or the integrity of other systems to which CAISO is connected, or (iii) in response to an Energy oversupply or potential Energy oversupply, and Buyer or the SC for the Facility submitted a Self-Schedule for the MWhs curtailed corresponding to the MWhs in the VER forecast for the Facility during the relevant time period;

(b) a curtailment ordered by the Transmission Provider for reasons including, but not limited to, (i) any situation that affects normal function of the electric system including, but not limited to, any abnormal condition that requires action to prevent circumstances such as equipment damage, loss of load, or abnormal voltage conditions, or (ii) any warning, forecast or anticipation of conditions or situations that jeopardize the Transmission Provider's electric system integrity or the integrity of other systems to which the Transmission Provider is connected;

(c) a curtailment ordered by CAISO or the Transmission Provider due to a Transmission System Outage; or

(d) a curtailment in accordance with Seller's obligations under its Interconnection Agreement with the Transmission Provider or distribution operator.

"Curtailment Period" means the period of time during which Seller reduces generation from the Facility pursuant to a Curtailment Order; *provided*, the Curtailment Period shall be inclusive of the time required for the Facility to ramp down and ramp up.

"Day-Ahead Market" has the meaning set forth in the CAISO Tariff.

"Defaulting Party" has the meaning set forth in Section 11.1(a).

"Deficient Month" has the meaning set forth in Section 4.7(e).

"Delivery Point" has the meaning set forth in the Cover Sheet.

"Delivery Term" shall mean the period of Contract Years set forth on the Cover Sheet beginning on the Commencement Date, unless terminated earlier in accordance with the terms and conditions of this Agreement.

"Designated RA Capacity" shall be equal to, with respect to any particular Showing Month of the Delivery Period, the Contract Quantity of Product for such Showing Month, including the amount of Contract Quantity that Seller has elected to provide as Replacement RA. The Designated RA Capacity shall be subject to adjustment for Force Majeure Events or Curtailment Orders as further detailed in Section 3.5.

"Disclosing Party" has the meaning set forth in Section 18.2.

"Early Termination Date" has the meaning set forth in Section 11.2.

"Effective Date" has the meaning set forth on the Preamble.

“Effective Flexible Capacity” or **“EFC”** means the flexible capacity of a resource that can be counted towards an LSE’s Flexible Capacity Requirement obligation, as identified from time to time by the Tariff, the Resource Adequacy Rulings, or other Governmental Authority having jurisdiction.

“Eligible Renewable Energy Resource” has the meaning set forth in California Public Utilities Code Section 399.12(e) and California Public Resources Code Section 25741(a), as either code provision is amended or supplemented from time to time.

“Energy” means electrical energy generated by the Facility, measured in kilowatt-hours or multiple units thereof. Energy shall include any other electrical energy products that may be developed or evolve from time to time during the Contract Term, including reactive power.

“Energy Replacement Damages” has the meaning set forth in Section 4.6.

“Event of Default” has the meaning set forth in Section 11.1.

“Expected Energy” means the quantity of Energy that Seller expects to be able to deliver to Buyer from the Facility during each Contract Year in the quantity specified on the Cover Sheet.

“Facility” means one or more of the geothermal generating facilities described on the Cover Sheet and in Exhibit A, from which the Contract Quantity will be delivered.

“Facility Energy” means the Energy generated and metered from the Facility with associated Green Attributes that is scheduled and delivered to the Delivery Point on Buyer’s behalf, not to exceed 50 MWh AC in any hour.

“Facility Meter” means the CAISO Approved Meter that will measure all Facility Energy. Without limiting Seller’s obligation to deliver Facility Energy to the Delivery Point, the Facility Meter will be located, and Facility Energy will be measured, at the high voltage side of the main step-up transformer.

“FCR Attributes” means, with respect to a Unit, the pro rata share of FCR attributes associated with the Designated RA Capacity that can be counted toward an LSE’s FCR, as they are identified from time to time by the Resource Adequacy Rulings, the Tariff, or other Governmental Authority having jurisdiction that can be counted toward FCR and are consistent with the operational limitations and physical characteristics of such Unit. For example, if Seller designates a Unit which has an overall Unit NQC of 100 MW and Unit EFC of 100 MW, Seller’s allocation of FCR Attributes associated with the 50 MW Contract Quantity shall be 50% of the Unit EFC (50/100). If a regulatory change pursuant to Section 19.12 causes the same Unit with a 100 MW Unit NQC to eligible for only 50 MW of Unit EFC, then Buyer’s allocation of FCR Attributes would be reduced on a pro rata basis to 25 MW (i.e. 50% of the Unit’s 50 MW of Unit EFC).

“FCR Showings” means the FCR compliance showings (or similar or successor showings) an LSE is required to make to the CPUC (and, to the extent authorized by the CPUC, to the CAISO)

pursuant to the Resource Adequacy Rulings and the Tariff, or to an LRA having jurisdiction over the LSE.

“**FERC**” means the Federal Energy Regulatory Commission or any successor government agency.

“**Force Majeure Event**” has the meaning set forth in Section 10.1.

“**Forced Facility Outage**” means an unexpected failure of one or more components of the Facility that prevents Seller from generating Energy or making Facility Energy available at the Delivery Point and that is not the result of a Force Majeure Event.

“**Forward Certificate Transfers**” has the meaning set forth in Section 4.7(a).

“**Full Capacity Deliverability Status**” or “**FCDS**” has the meaning set forth in the CAISO Tariff.

“**Future Environmental Attributes**” shall mean any and all Green Attributes that become recognized under applicable Law after the Effective Date (and not before the Effective Date), notwithstanding the last sentence of the definition of “Green Attributes” herein. Future Environmental Attributes do not include (i) Tax Credits associated with the construction or operation of the Facility, (ii) tax benefits, credits or offsets associated with the development of a federal carbon tax, or (iii) any other financial incentives in the form of credits, reductions, or allowances associated with the Facility that are applicable to a state or federal income taxation obligation.

“**Gains**” means, with respect to any Party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of this Agreement for the remaining Contract Term, determined in a commercially reasonable manner. Factors used in determining the economic benefit to a Party may include, without limitation, reference to information supplied by one or more third parties, which shall exclude Affiliates of the Non-Defaulting Party, including without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g., NP-15), all of which should be calculated for the remaining Contract Term, and include the value of Green Attributes and Capacity Attributes.

“**Governmental Authority**” means any federal, state, provincial, local or municipal government, any political subdivision thereof or any other governmental, congressional or parliamentary, regulatory, or judicial instrumentality, authority, body, agency, department, bureau, or entity with authority to bind a Party at law, including CAISO; *provided*, “Governmental Authority” shall not in any event include any Party.

“**Green Attributes**” means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled (including under the RPS regulations and/or under any and all other international, federal, regional, state or other law, rule, regulation, bylaw, treaty or other

intergovernmental compact, decision, administrative decision, program (including any voluntary compliance or membership program), competitive market or business method (including all credits, certificates, benefits, and emission measurements, reductions, offsets and allowances related thereto)), attributable to the generation from the Facility and its displacement of conventional energy generation. Green Attributes include but are not limited to Renewable Energy Credits, as well as: (1) any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SO_x), nitrogen oxides (NO_x), carbon monoxide (CO) and other pollutants; (2) any avoided emissions of carbon dioxide (CO₂), methane (CH₄), nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulfur hexafluoride and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change, or otherwise by law, to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (3) the reporting rights to such avoided emissions, such as Green Tag Reporting Rights. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Facility, (ii) Tax Credits associated with the construction or operation of the Facility and other financial incentives in the form of credits, reductions, or allowances associated with the Facility that are applicable to a state or federal income taxation obligation, or (iii) emission reduction credits encumbered or used by the Facility for compliance with local, state, or federal operating and/or air quality permits. Green Attributes under the preceding definition are limited to Green Attributes that exist under applicable Law as of the Effective Date.

“Green Tag Reporting Rights” means the right of a purchaser of renewable energy to report ownership of accumulated Green Tags in compliance with and to the extent permitted by applicable Law and include, without limitation, rights under Section 1605(b) of the Energy Policy Act of 1992, and any present or future federal, state or local certification program or emissions trading program, including pursuant to the WREGIS Operating Rules.

“Green Tags” means a unit accumulated on a MWh basis where one (1) represents the Green Attributes associated with one (1) MWh of Facility Energy.

“Guaranteed Energy Production” has the meaning set forth in Section 4.6.

“Indemnified Party” has the meaning set forth in Section 16.1.

“Indemnifying Party” has the meaning set forth in Section 16.1.

“Interconnection Agreement” means the interconnection agreements entered into by Seller pursuant to which the Facility will be interconnected with the Transmission System, and pursuant to which Seller's Interconnection Facilities and any other Interconnection Facilities will be constructed, operated and maintained during the Contract Term.

“Interconnection Facilities” means the interconnection facilities, control and protective devices and metering facilities required to connect the Facility with the Transmission System in accordance with the Interconnection Agreement.

“Interest Rate” has the meaning set forth in Section 8.2.

“IP Indemnity Claim” has the meaning set forth in Section 16.1(b).

“**ITC**” means the investment tax credit established pursuant to Section 48 of the United States Internal Revenue Code of 1986.

“**Joint Powers Act**” means the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.).

“**Joint Powers Agreement**” means that certain Joint Powers Agreement dated June 27, 2017, as amended from time to time, under which Buyer is organized as a Joint Powers Authority in accordance with the Joint Powers Act.

“**kWh**” means a kilowatt-hour measured in alternating current, unless expressly stated in terms of direct current.

“**LAR**” means local area reliability, which is any program of localized resource adequacy requirements established for jurisdictional LSEs by the CPUC pursuant to the Resource Adequacy Rulings or as implemented in the Tariff. LAR may also be known as local resource adequacy, local RAR, or local capacity requirement in other regulatory proceedings or legislative actions.

“**LAR Attributes**” means, with respect to a Unit, any and all resource adequacy attributes (or other locational attributes related to system reliability), as they are identified as of the Effective Date by the Resource Adequacy Rulings, CAISO, or other Governmental Authority having jurisdiction, associated with the physical location or point of electrical interconnection of the Unit within the CAISO Control Area, that can be counted toward LAR and are consistent with the operational limitations and physical characteristics of such Unit, but exclusive of any RAR Attributes which are not associated with where in the CAISO Control Area the Unit is physically located or electrically interconnected.

“**LAR Showings**” means the LAR compliance showings (or similar or successor showings) an LSE is required to make to the CPUC (and, to the extent authorized by the CPUC, to the CAISO) pursuant to the Resource Adequacy Rulings, or to an LRA having jurisdiction over the LSE.

“**Law**” means any applicable law, statute, rule, regulation, decision, writ, order, decree or judgment, permit or any interpretation thereof, promulgated or issued by a Governmental Authority.

“**Lender**” means, collectively, any Person (i) providing senior or subordinated construction, interim, back leverage or long-term debt, equity or tax equity financing or refinancing for or in connection with the development, construction, purchase, installation or operation of the Facility, whether that financing or refinancing takes the form of private debt (including back-leverage debt), equity (including tax equity), public debt or any other form (including financing or refinancing provided to a member or other direct or indirect owner of Seller), including any equity or tax equity investor directly or indirectly providing financing or refinancing for the Facility or purchasing equity ownership interests of Seller and/or its Affiliates, and any trustee or agent or similar representative acting on their behalf, (ii) providing interest rate or commodity protection under an agreement hedging or otherwise mitigating the cost of any of

the foregoing obligations and/or (iii) participating in a lease financing (including a sale leaseback or leveraged leasing structure) with respect to the Facility.

“**Letter(s) of Credit**” means one or more irrevocable, standby letters of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank having a Credit Rating of at least A- with an outlook designation of “stable” from S&P or A3 with an outlook designation of “stable” from Moody’s, in a form substantially similar to the letter of credit set forth in Exhibit E.

“**Licensed Professional Engineer**” means an independent, professional engineer selected by Seller and reasonably acceptable to Buyer, licensed in the State of California.

“**Local Capacity Area Resources**” has the meaning set forth in the CAISO Tariff.

“**Locational Marginal Price**” or “**LMP**” has the meaning set forth in the CAISO Tariff.

“**Losses**” means, with respect to any Party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from termination of this Agreement for the remaining Contract Term, determined in a commercially reasonable manner. Factors used in determining economic loss to a Party may include, without limitation, reference to information supplied by one or more third parties, which shall exclude Affiliates of the Non-Defaulting Party, including without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g., NP-15), all of which should be calculated for the remaining Contract Term and must include the value of Green Attributes, Capacity Attributes.

“**Lost Output**” has the meaning set forth in Section 4.6.

“**LRA**” has the meaning set forth in the Tariff.

“**LSE**” means load serving entity.

“**Milestones**” means the development activities for significant permitting, interconnection, financing and construction milestones set forth on the Cover Sheet.

“**Monthly RA Capacity Payment**” has the meaning set forth in the Cover Sheet.

“**Moody’s**” means Moody’s Investors Service, Inc., or its successor.

“**MW**” means megawatts in alternating current, unless expressly stated in terms of direct current.

“**MWh**” means megawatt-hour measured in alternating current, unless expressly stated in terms of direct current.

“Net Qualifying Capacity” has the meaning set forth in the CAISO Tariff.

“Non-Defaulting Party” has the meaning set forth in Section 11.2.

“Notice” shall, unless otherwise specified in the Agreement, mean written communications by a Party to be delivered by hand delivery, United States mail, overnight courier service, or electronic messaging (e-mail).

“Notification Deadline” means fifteen (15) Business Days before the relevant deadlines for the corresponding RAR Showings, LAR Showings and/or FCR Showings for the applicable Showing Month.

“NP-15” means the Existing Zone Generation Trading Hub for Existing Zone region NP15 as set forth in the CAISO Tariff.

“Party” has the meaning set forth in the Preamble.

“Performance Measurement Period” means each Contract Year.

“Performance Security” means (i) cash or (ii) a Letter of Credit in the amount set forth on the Cover Sheet.

“Permitted Transferee” means (i) any Affiliate of Seller, or (ii) any entity that satisfies, or is controlled by another Person (on a consolidated basis with its Affiliates) that satisfies, the following requirements:

- (a) A tangible net worth of not less than one hundred fifty million dollars (\$150,000,000) or a Credit Rating of at least BBB- from S&P, BBB- from Fitch, or Baa3 from Moody’s; and
- (b) At least two (2) years of experience in the ownership and operations of power generation facilities similar to the Facility, or (failing such operations experience) has retained a third-party with such experience to operate the Facility.

“Person” means any individual, sole proprietorship, corporation, limited liability company, limited or general partnership, joint venture, association, joint-stock company, trust, incorporated organization, institution, public benefit corporation, unincorporated organization, government entity or other entity.

“Portfolio Content Category 1” or **“PCC1”** means any Renewable Energy Credit associated with the generation of electricity from an Eligible Renewable Energy Resource consisting of the portfolio content set forth in California Public Utilities Code Section 399.16(b)(1), as may be amended from time to time or as further defined or supplemented by Law.

“Product” has the meaning set forth on the Cover Sheet.

“Prudent Operating Practices” means (a) the applicable practices, methods and acts required by or consistent with applicable Laws and reliability criteria, and otherwise engaged in or approved by a significant portion of the electric industry during the relevant time period with respect to grid-interconnected, utility-scale geothermal generating facilities in the Western United States, or (b) any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Prudent Operating Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to acceptable practices, methods or acts generally accepted in the industry with respect to grid-interconnected, utility-scale generating facilities in the Western United States. Prudent Operating Practice shall include compliance with applicable Laws, applicable reliability criteria, and the applicable criteria, rules and standards promulgated in the National Electric Safety Code and the National Electrical Code, as they may be amended or superseded from time to time, including the criteria, rules and standards of any successor organizations.

“RA Capacity” means the qualifying and deliverable capacity of a Facility for RAR and LAR purposes for the Delivery Term, as determined by the CAISO, or other Governmental Authority authorized to make such determination under Applicable Laws.

“RA Deficiency Amount” means the liquidated damages payment that Seller shall pay to Buyer for an applicable RA Shortfall Month as calculated in accordance with Section 3.6(c).

“RA Guarantee Date” means the Guaranteed Commencement Date.

“RA Shortfall Month” means, for purposes of calculating an RA Deficiency Amount under Section 3.6(c), any month during the Delivery Term during which the Designated RA Capacity included in the Showing Month for Buyer was less than the Contract Quantity of the Facility for such month.

“RAR” or **“Resource Adequacy Requirements”** means the resource adequacy requirements, exclusive of LAR and FCR, established for LSEs by the CPUC pursuant to the Resource Adequacy Rulings, by the CAISO under the Tariff, or by an LRA or other Governmental Authority having jurisdiction.

“RAR Showings” means the RAR compliance showings (or similar or successor showings) an LSE is required to make to the CPUC (and/or, to the extent authorized by the CPUC, to the CAISO), pursuant to the Tariff or Resource Adequacy Rulings, or to an LRA having jurisdiction.

“RAR Attributes” means, with respect to a Unit, any and all resource adequacy attributes, as they are identified as of the Effective Date by the Tariff, the Resource Adequacy Rulings, LRA, or any Governmental Authority having jurisdiction, that can be counted toward RAR and are consistent with the operational limitations and physical characteristics of such Unit, exclusive of any LAR Attributes or FCR Attributes.

“Real-Time Market” has the meaning set forth in the CAISO Tariff.

“Receiving Party” has the meaning set forth in Section 18.2.

“Renewable Energy Credit” has the meaning set forth in California Public Utilities Code Section 399.12(h), as may be amended from time to time or as further defined or supplemented by Law.

“Renewable Rate” has the meaning set forth in the Cover Sheet.

“Replacement Energy” has the meaning set forth in Exhibit C.

“Replacement Green Attributes” has the meaning set forth in Exhibit C.

“Replacement Product” has the meaning set forth in Exhibit C.

“Replacement RA” means Capacity Attributes sufficient to meet Buyer’s RAR Showing, and LAR Showing and FCR Showing, if applicable, in the RA Shortfall Month.

“Replacement Unit” means a generating unit(s) meeting the requirements specified in Section 3.6(a).

“Requested Confidential Information” has the meaning set forth in Section 18.2.

“Requested Party’s Indemnified Parties” has the meaning set forth in Section 18.2.

“Resource Adequacy Resource” shall have the meaning used in Resource Adequacy Rulings.

“Resource Adequacy Rulings” means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-04-040, 06-06-064, 06-07-031 06-07-031, 07-06-029, 08-06-031, 09-06-028, 10-06-036, 11-06-022, 12-06-025, 13-06-024, 14-06-050, 15-06-063, 16-06-045, 17-06-027, 18-06-030, 18-06-031, 19-02-022, 19-06-026, 19-10-021, 20-06-002, 20-06-028, and any other existing or subsequent ruling or decision, or any other resource adequacy laws, rules or regulations enacted, adopted or promulgated by any applicable LRA or Governmental Authority, however described, as such decisions, rulings, Laws, rules or regulations may be amended or modified from time-to-time throughout the Contract Term.

“S&P” means the Standard & Poor’s Financial Services, LLC (a subsidiary of S&P Global Inc.) or its successor.

“Schedule” has the meaning set forth in the CAISO Tariff, and **“Scheduled”** has a corollary meaning.

“Scheduling Coordinator” or **“SC”** means an entity certified by the CAISO as qualifying as a Scheduling Coordinator pursuant to the CAISO Tariff for the purposes of undertaking the functions specified in “Responsibilities of a Scheduling Coordinator,” of the CAISO Tariff, as amended from time to time.

“Security Interest” has the meaning set forth in Section 8.9.

“**Seller**” has the meaning set forth on the Cover Sheet.

“**Seller’s WREGIS Account**” has the meaning set forth in Section 4.7(a).

“**Settlement Amount**” means the Non-Defaulting Party’s Costs and Losses, on the one hand, netted against its Gains, on the other. If the Non-Defaulting Party’s Costs and Losses exceed its Gains, then the Settlement Amount shall be an amount owing to the Non-Defaulting Party. If the Non-Defaulting Party’s Gains exceed its Costs and Losses, then the Settlement Amount shall be zero dollars (\$0). The Settlement Amount does not include consequential, incidental, punitive, exemplary or indirect or business interruption damages.

“**Settlement Period**” means for all CAISO transactions, the period beginning at the first hour of a 24-hour period and ending at the last hour of a 24-hour period.

“**Settlement Point**” has the same meaning as Delivery Point, set forth in Exhibit A.

“**Showing Month**” shall be the calendar month of the Delivery Term that is the subject of the RA Compliance Showing, as set forth in the Resource Adequacy Rulings and outlined in the CAISO Tariff. For illustrative purposes only, pursuant to the CAISO Tariff and Resource Adequacy Rulings in effect as of the Effective Date, the monthly RA Compliance Showing made in June is for the Showing Month of August.

“**Sites**” means the real property on which the Facility is or will be located.

“**Site Control**” means that, for the Contract Term, Seller (or, prior to the Delivery Term, its Affiliate): (a) owns or has the option to purchase the Sites; (b) is the lessee or has the option to lease the Sites; or (c) is the holder of an easement or an option for an easement, right-of-way grant, or similar instrument with respect to the Sites.

“**Supply Plan**” means the supply plans, or similar or successor filings, that each Scheduling Coordinator representing RA Capacity submits to the CAISO, LRA, or other Governmental Authority, pursuant to Applicable Laws, in order for that RA Capacity to count for its RAR Attributes, LAR Attributes, and/or FCR Attributes.

“**System Emergency**” means any condition that requires, as determined and declared by CAISO or the Transmission Provider, automatic or immediate action to (i) prevent or limit harm to or loss of life or property, (ii) prevent loss of transmission facilities or generation supply in the immediate vicinity of the Facility, or (iii) to preserve Transmission System reliability.

“**Tax**” or “**Taxes**” means all U.S. federal, state and local and any foreign taxes, levies, assessments, surcharges, duties and other fees and charges of any nature imposed by a Governmental Authority, whether currently in effect or adopted during the Contract Term, including ad valorem, excise, franchise, gross receipts, import/export, license, property, sales and use, stamp, transfer, payroll, unemployment, income, and any and all items of withholding, deficiency, penalty, additions, interest or assessment related thereto.

“**Tax Credits**” means the PTC, ITC and any other state, local and/or federal production tax credit, depreciation benefit, tax deduction and/or investment tax credit specific to the production of renewable energy and/or investments in renewable energy facilities.

“**Terminated Transaction**” has the meaning set forth in Section 11.2.

“**Termination Payment**” has the meaning set forth in Section 11.3.

“**Transmission Provider**” means any entity that owns, operates and maintains transmission or distribution lines and associated facilities and/or has entitlements to use certain transmission or distribution lines and associated facilities for the purpose of transmitting or transporting the Facility Energy on the Transmission System.

“**Transmission System**” means the transmission facilities operated by the CAISO, now or hereafter in existence, which provide energy transmission service downstream from the Facility’s point(s) of interconnection.

“**Transmission System Outage**” means an outage on the Transmission System, other than a System Emergency, that is not caused by Seller’s actions or inactions and that prevents Buyer or the CAISO (as applicable) from receiving System Energy onto the Transmission System.

“**Unit**” or “**Units**” shall mean the generation assets described in Article 3 hereof (including any Replacement Units), from which Product is provided by Seller to the Delivery Point on behalf of Buyer.

“**Unit EFC**” means the Effective Flexible Capacity set by the CAISO for the applicable Unit. To the extent the CAISO creates new categories of flexible capacity during the term of this Agreement and a Unit can count toward such new categories of flexible capacity while operating consistent with the operational limitation and physical characteristics of such Unit, any and all such new categories of flexible capacity shall be deemed to be part of the Effective Flexible Capacity of that Unit.

“**Unit NQC**” means the Net Qualifying Capacity set by the CAISO for the applicable Unit. If the CAISO adjusts the Net Qualifying Capacity of a Unit after the Effective Date, then for the period in which the adjustment is effective, the Unit NQC shall be deemed the lesser of (i) the Unit NQC as of the Effective Date, and (ii) the CAISO-adjusted Net Qualifying Capacity.

“**Variable Energy Resource**” or “**VER**” has the meaning set forth in the CAISO Tariff.

“**WECC**” means the Western Electricity Coordinating Council or its successor.

“**WREGIS**” means the Western Renewable Energy Generation Information System or any successor renewable energy tracking program.

“**WREGIS Certificate Deficit**” has the meaning set forth in Section 4.7(e).

“**WREGIS Certificates**” has the same meaning as “Certificate” as defined by WREGIS in the WREGIS Operating Rules and are designated as eligible for complying with the California Renewables Portfolio Standard.

“**WREGIS Operating Rules**” means those operating rules and requirements adopted by WREGIS as of May 1, 2018, as subsequently amended, supplemented or replaced (in whole or in part) from time to time.

1.2 Rules of Interpretation. In this Agreement, except as expressly stated otherwise or unless the context otherwise requires:

(b) headings and the rendering of text in bold and italics are for convenience and reference purposes only and do not affect the meaning or interpretation of this Agreement;

(c) words importing the singular include the plural and vice versa and the masculine, feminine and neuter genders include all genders;

(d) the words “hereof”, “herein”, and “hereunder” and words of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(e) a reference to an Article, Section, paragraph, clause, Party, or Exhibit is a reference to that Section, paragraph, clause of, or that Party or Exhibit to, this Agreement unless otherwise specified;

(f) a reference to a document or agreement, including this Agreement shall mean such document, agreement or this Agreement including any amendment or supplement to, or replacement, novation or modification of this Agreement, but disregarding any amendment, supplement, replacement, novation or modification made in breach of such document, agreement or this Agreement;

(g) a reference to a Person includes that Person’s successors and permitted assigns;

(h) the terms “include” and “including” mean “include or including (as applicable) without limitation” and any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided;

(i) references to any statute, code or statutory provision are to be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted, and include references to all bylaws, instruments, orders and regulations for the time being made thereunder or deriving validity therefrom unless the context otherwise requires;

(j) in the event of a conflict, a mathematical formula or other precise description of a concept or a term shall prevail over words providing a more general description of a concept or a term;

(k) references to any amount of money shall mean a reference to the amount in United States Dollars;

(l) the expression “and/or” when used as a conjunction shall connote “any or all of”;

(m) words, phrases or expressions not otherwise defined herein that (i) have a generally accepted meaning in Prudent Operating Practice shall have such meaning in this Agreement or (ii) do not have well known and generally accepted meaning in Prudent Operating Practice but that have well known and generally accepted technical or trade meanings, shall have such recognized meanings; and

(n) each Party acknowledges that it was represented by counsel in connection with this Agreement and that it or its counsel reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

ARTICLE 2 TERM; CONDITIONS PRECEDENT

2.1 Contract Term.

(a) The term of this Agreement shall commence on the Effective Date and shall remain in full force and effect until the conclusion of the Delivery Term, subject to any early termination provisions (“**Contract Term**”); *provided*, Buyer’s obligations to pay for or accept any Product are subject to Seller’s completion of the conditions precedent pursuant to Section 2.2.

(b) Applicable provisions of this Agreement shall continue in effect after termination, including early termination, to the extent necessary to enforce or complete the duties, obligations or responsibilities of the Parties arising prior to termination. The confidentiality obligations of the Parties under Article 18 shall remain in full force and effect for two (2) years following the termination of this Agreement, and all indemnity and audit rights shall remain in full force and effect for one (1) year following the termination of this Agreement.

2.2 Conditions Precedent. The Delivery Term shall not commence until Seller completes to Buyer’s reasonable satisfaction each of the following conditions, and the Commencement Date shall be the date of the last of the following items to occur:

(a) Seller has delivered the Performance Security to Buyer in accordance with Section 8.8; and

(b) Seller has paid Buyer for all amounts owing under this Agreement, if any.

ARTICLE 3 PURCHASE AND SALE

3.1 Purchase and Sale of Product. The Product includes all Facility Energy associated with the Contract Quantity throughout the Delivery Term, together with all associated Green Attributes and Capacity Attributes (as further described in Section 3.5). Subject to the terms and conditions of this Agreement, during the Delivery Term, Buyer shall purchase all the Product produced by or associated with the Contract Quantity, and Seller shall supply and deliver to the Delivery Point on behalf of Buyer all the Product produced by or associated with the Contract Quantity. At its sole discretion, Buyer may during the Delivery Term re-sell or use for another purpose all or a portion of the Product; *provided*, no such resale or use shall relieve Buyer of any of its obligations under this Agreement. Buyer has no obligation to pay Seller for any Green Attributes for which the associated Facility Energy is not or cannot be delivered to the Delivery Point as a result of an outage of the Facility, a Force Majeure Event, or Curtailment.

3.2 Compensation for Energy and Green Attributes. During the Delivery Term, for each MWh of Facility Energy (including Green Attributes) delivered to the Delivery Point on behalf of Buyer, Buyer shall pay Seller the difference of (A) the Renewable Rate, minus (B) the Average Day-Ahead Market LMP; *provided*, if the foregoing calculation in a given month results in a negative value, then Seller shall pay Buyer the absolute value of such result (which payment may be applied as a credit to Buyer on Seller's monthly invoice).

3.3 Compensation for Capacity Attributes. During the Delivery Term, Buyer shall make the Monthly RA Capacity Payment to Seller, in arrears, after the applicable Showing Month, in accordance with Article 8; *provided*, any RA Deficiency Amount for the applicable Showing Month owed pursuant to Section 3.6 shall be applied as a credit to Buyer against the Monthly RA Capacity Payment otherwise owing.

3.4 Future Environmental Attributes.

(a) The Parties acknowledge and agree that as of the Effective Date, environmental attributes sold under this Agreement are restricted to Green Attributes; however, Future Environmental Attributes may be created by a Governmental Authority through Laws enacted after the Effective Date. Any such Future Environmental Attributes shall be limited to only those environmental attributes relating to the Contract Quantity that Buyer will receive under this Agreement. Subject to the final sentence of this Section 3.4(a), and Sections 3.4(b) and 3.10, in such event, Buyer shall bear all costs associated with the transfer, qualification, verification, registration and ongoing compliance for such Future Environmental Attributes, but there shall be no increase in the Renewable Rate or Capacity Rate. Upon Seller's receipt of Notice from Buyer of Buyer's intent to claim such Future Environmental Attributes, the Parties shall determine the necessary actions and additional costs associated with such Future Environmental Attributes. Seller shall have no obligation to alter the Facility or the operation of the Facility unless the Parties have agreed on all necessary terms and conditions relating to such alteration or change in operation and Buyer has agreed to reimburse Seller for all costs, losses, and liabilities associated with such alteration or change in operation.

(b) If Buyer elects to receive Future Environmental Attributes pursuant to Section 3.4(a), the Parties agree to negotiate in good faith with respect to the development of further agreements and documentation necessary to effectuate the transfer of such Future Environmental Attributes, including agreement with respect to (i) appropriate transfer, delivery and risk of loss mechanisms, and (ii) appropriate allocation of any additional costs, as set forth above; *provided*, the Parties acknowledge and agree that such terms are not intended to alter the other material terms of this Agreement.

3.5 Sale of Capacity Attributes.

(a) During the Delivery Term, Seller shall dedicate and convey the Designated RA Capacity to the Delivery Point on behalf of the Buyer. The Designated RA Capacity does not confer to Buyer any right to the electrical output from the Facility, other than the right to include the capacity associated with the Designated RA Capacity associated with the Contract Quantity in RAR Showings, LAR Showings, and FCR Showings, as applicable, and any other capacity or resource adequacy markets or proceedings as specified in this Agreement. Specifically, no energy or ancillary services associated with the Facility is required to be made available to Buyer as part of this Agreement and Buyer shall not be responsible for compensating Seller for Seller's commitments to the CAISO required in connection with the Designated RA Capacity. Seller retains the right to sell pursuant to the CAISO Tariff any RA Capacity from any Unit within the Facility that is in excess of Seller's Contract Quantity and any RAR Attributes, LAR Attributes or FCR Attributes not otherwise transferred, conveyed, or sold to the Delivery Point on behalf of Buyer.

(b) Seller shall deliver to the Delivery Point the Capacity Attributes from the Facility in the amount of the applicable Contract Quantity; *provided*, if, and to the extent that, (i) Units are not available to provide the full amount of the Contract Quantity, and (ii) Seller has given Buyer notice on or before the Notification Deadline, then Seller may provide Replacement RA pursuant to Section 3.6(a) hereof. To the extent that Seller is prevented from delivering Capacity Attributes from the Facility due to a Force Majeure Event or Curtailment Order, Seller shall have the option, but no obligation, to provide Replacement RA; *provided*, if Seller decides not to provide Replacement RA in such a circumstance, the Designated RA Capacity shall be adjusted downward by an equivalent amount for purposes of determining the applicable Monthly RA Capacity Payment.

(c) Seller represents, warrants and covenants to Buyer that:

(i) Prior to the Commencement Date, Seller has reserved, and has not otherwise used, granted, pledged, assigned or otherwise committed a sufficient amount of the generating capacity of the Facility to provide the Contract Quantity to meet the Resource Adequacy Requirements of, and to confer Capacity Attributes on, Buyer for use during the Delivery Term; and

(ii) Throughout the Delivery Term, Seller will reserve, and will not otherwise use, grant, pledge, assign or otherwise commit a sufficient amount of the generating capacity of the Facility to provide the Contract Quantity to meet the Capacity Attributes of, and to

confer Capacity Attributes on, Buyer, free and clear of any claims on such Capacity Attributes by any other entity.

(d) Subject to Section 3.10, if the CAISO, LRA, or other Governmental Authority, defines new or re-defines existing local areas such that there is a change in the quantity or characteristics of the LAR Attributes provided by the Facility, then such change will not result in a change in obligations or payments made pursuant to this Agreement.

3.6 Replacement RA and Resource Adequacy Failure.

(a) Replacement RA. If Seller anticipates that it will have any RA Deficiency Amounts in a Showing Month, then Seller may, at no cost to Buyer, provide Buyer with Capacity Attributes from one or more generating units that are capable of providing Replacement RA (“**Replacement Units**”), with the total amount of Product and Replacement RA provided to Buyer from the Unit and the Replacement Units, respectively, not to exceed an amount equal to the Contract Quantity for the applicable Showing Month; *provided*, in each case Seller shall notify Buyer of its intent (i) not to provide or (ii) to provide Replacement RA and identify Replacement Units meeting the above requirements no later than the Notification Deadline. Replacement Units shall be capable of delivering Replacement RA that can be applied by Buyer to satisfy its RAR. Any Replacement RA shall be communicated by Seller to Buyer with product information in a Notice substantially in the form of Exhibit F. If Seller notifies Buyer in writing as to the particular Replacement Units and such Units meet the requirements of this Section 3.6, then such Replacement Units shall be automatically deemed a Unit for purposes of this Agreement for that Showing Month.

(b) RA Deficiency Determination. Notwithstanding Seller’s obligations set forth in Section 3.5 or anything to the contrary herein, for each RA Shortfall Month Seller shall pay to Buyer the RA Deficiency Amount as liquidated damages and/or provide Replacement RA, as set forth in Section 3.6(a), as the sole remedy for the Capacity Attributes that Seller failed to convey to Buyer except as set forth in Section 16.3.

(c) RA Deficiency Amount Calculation. For each RA Shortfall Month, Seller shall pay to Buyer the RA Deficiency Amount.

The “**RA Deficiency Amount**” is equal to the product of the difference, expressed in kW, of (i) the Designated RA Capacity, minus (ii) the amount of Capacity Attributes delivered in such Showing Month, multiplied by the CPM Price.

The “**CPM Price**” is an amount equal to (i) the CPM Soft Offer Cap (or its successor), times (ii) the applicable CPM Adjustment Factor for the applicable RA Shortfall Month; *provided*, if the CAISO begins using a shaped or weighted price for purposes of setting the CPM Soft Offer Cap, the Parties shall thereafter use the full amount of the CPM Soft Offer Cap (without applying the CPM Adjustment Factor) as the CPM Price for all RA Shortfall Months.

3.7 CEC Certification and Verification. Subject to Section 3.10, Seller shall take all necessary steps including, but not limited to, making or supporting timely filings with the CEC to

maintain CEC Certification and Verification for the Facility throughout the Delivery Term, including compliance with all applicable requirements for certified facilities set forth in the current version of the *RPS Eligibility Guidebook* (or its successor).

3.8 Eligibility. Subject to Section 3.10, Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Facility qualifies and is certified by the CEC as an Eligible Renewable Energy Resource as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Facility’s output delivered to the Delivery Point on behalf of Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in Law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default (and Buyer’s payment obligations hereunder for Product shall not be reduced) if Seller has used commercially reasonable efforts to comply with such change in Law. The term “commercially reasonable efforts” as used in this Section 3.8 means efforts consistent with and subject to Section 3.10.

3.9 California Renewables Portfolio Standard. Subject to Section 3.10, Seller shall also take all other actions necessary to ensure that the Energy produced from the Facility is tracked for purposes of satisfying the California Renewables Portfolio Standard requirements, as may be amended or supplemented by the CPUC or CEC from time to time.

3.10 Compliance Expenditure Cap. If a change in Law occurring after the Effective Date has increased Seller’s cost to comply with Seller’s obligations under this Agreement that are made subject to this Section 3.10, including with respect to obtaining, maintaining, conveying or effectuating Buyer’s use of Green Attributes and Capacity Attributes (as applicable), then the Parties agree that the maximum aggregate amount of costs and expenses Seller shall be required to bear during the Delivery Term to comply with all of such obligations shall be capped at Twenty-Five Thousand Dollars (\$25,000) per MW of Contract Quantity (“**Compliance Expenditure Cap**”).

(a) Any actions required for Seller to comply with its obligations set forth in the first paragraph above, the cost of which will be included in the Compliance Expenditure Cap, shall be referred to collectively as the “**Compliance Actions.**”

(b) If Seller reasonably anticipates the need to incur out-of-pocket expenses in excess of the Compliance Expenditure Cap in order to take any Compliance Action Seller shall provide Notice to Buyer of such anticipated out-of-pocket expenses.

(c) Buyer will have sixty (60) days to evaluate such Notice (during which time period Seller is not obligated to take any Compliance Actions described in the Notice) and shall, within such time, either (1) agree to reimburse Seller for all or some portion of the costs that exceed the Compliance Expenditure Cap (such Buyer-agreed upon costs, the “**Accepted Compliance Costs**”), or (2) waive Seller’s obligation to take such Compliance Actions, or any part thereof for which Buyer has not agreed to reimburse Seller. If Buyer does not respond to a Notice given by Seller under this Section 3.10 within sixty (60) days after Buyer’s receipt of same, Buyer shall be deemed to have waived its rights to require Seller to take the Compliance Actions that are the

subject of the Notice, and Seller shall have no further obligation to take, and no liability for any failure to take, such Compliance Actions until such time as Buyer agrees to pay such Accepted Compliance Costs (as may be revised and updated by Seller in its reasonable discretion).

(d) If Buyer agrees to reimburse Seller for the Accepted Compliance Costs, then Seller shall take such Compliance Actions covered by the Accepted Compliance Costs as agreed upon by the Parties and Buyer shall reimburse Seller for Seller's actual costs to effect the Compliance Actions, not to exceed the Accepted Compliance Costs, within sixty (60) days from the time that Buyer receives an invoice and documentation of such costs from Seller.

ARTICLE 4 OBLIGATIONS AND DELIVERIES

4.1 Delivery.

(a) Energy. Subject to the provisions of this Agreement, commencing on the Commencement Date through the end of the Contract Term, Seller (or Seller's designated Scheduling Coordinator) shall Schedule and deliver the Facility Energy to the Delivery Point on behalf of Buyer in accordance with all applicable CAISO requirements. Seller shall be responsible for paying or satisfying when due any costs or charges imposed in connection with the delivery of Facility Energy to the Delivery Point, including without limitation, any operation and maintenance charges imposed by the Transmission Provider directly relating to the Facility's operations. Title to and risk of loss related to the Facility Energy shall pass and transfer from Seller to Buyer at the Delivery Point. Seller warrants that all Product delivered to Buyer is free and clear of all liens, security interests, claims and encumbrances of any kind.

(b) Green Attributes. All Green Attributes associated with the Product during the Delivery Term are exclusively dedicated to and vested in Buyer. Seller represents and warrants that Seller holds the rights to all such Green Attributes associated with the Contract Quantity from the Facility, and Seller agrees to convey and hereby conveys all such Green Attributes to Buyer as included in the delivery of the Product from the Facility. Title to and risk of loss related to the Green Attributes shall pass and transfer from Seller to Buyer upon the transfer of such Green Attributes in accordance with WREGIS.

(c) Capacity Attributes. Seller shall dedicate and convey any and all Capacity Attributes associated with or attributable to the Designated RA Capacity throughout the Delivery Term to Buyer and Buyer shall be given sole title to all such Capacity Attributes in order for Buyer to meet its resource adequacy obligations under any Resource Adequacy Rulings.

4.2 Scheduling Coordinator Responsibilities.

(a) Seller to be Scheduling Coordinator. During the Delivery Term, Seller shall act as Scheduling Coordinator or designate a qualified third party to provide Scheduling Coordinator services with the CAISO to Schedule and deliver the Product to the Delivery Point on behalf of Buyer. Each Party shall perform all scheduling and transmission activities in compliance with (i) the CAISO Tariff, (ii) WECC scheduling practices, and (iii) Prudent Operating Practice. The Parties agree to communicate and cooperate as necessary in order to address any scheduling or settlement issues as they may arise, and to work together in good faith to resolve them in a manner consistent with the terms of the Agreement.

(b) Delivery of Designated RA Capacity.

(i) Seller shall, on a timely basis, submit, or cause the Unit's Scheduling Coordinator to submit, Supply Plans to identify and confirm the Designated RA Capacity provided to Buyer for each Showing Month so that the total amount of Designated RA Capacity identified and confirmed for such Showing Month equals the Designated RA Capacity, unless specifically requested not to do so by the Buyer.

(ii) Seller shall cause the Unit's Scheduling Coordinator to submit written notification to Buyer, no later than fifteen (15) Business Days before the applicable RAR Showings, LAR Showings and/or FCR Showings deadlines for each Showing Month, that Buyer will be credited with the Designated RA Capacity for such Showing Month in the Unit's Scheduling Coordinator Supply Plan so that the Designated RA Capacity credited equals the Designated RA Capacity for such Showing Month.

(c) CAISO Costs and CAISO Revenues. As the Scheduling Coordinator for the Facility, Seller shall be responsible for all CAISO Costs and shall be entitled to all CAISO Revenues; *provided*, any net costs or charges assessed by the CAISO which are due to a Buyer Default shall be Buyer's responsibility. The Parties agree that any Availability Incentive Payments are for the benefit of Seller and for Seller's account and that any Non-Availability Charges or other CAISO charges associated with the Facility not providing sufficient Resource Adequacy capacity are the responsibility of Seller and for Seller's account. In addition, if during the Delivery Term the CAISO implements or has implemented any sanction or penalty related to scheduling, outage reporting, or generator operation, the cost of such sanctions or penalties arising from the scheduling, outage reporting, or generator operation of the Facility shall be Seller's responsibility.

(d) Future Changes to Scheduling Protocols. During the Delivery Term, the Parties agree to discuss in good faith requested changes by either Party to the CAISO scheduling procedures set forth in this Agreement, including the possibility of incorporating Inter-SC Trades in the Day-Ahead Market.

4.3 Forecasting. Seller shall comply with all applicable obligations under the CAISO Tariff that may be applicable to the Facility (if any), including, as applicable, providing appropriate operational data and meteorological data, and will fully cooperate with Buyer and CAISO, in providing all data, information, and authorizations required thereunder. To the extent Seller anticipates delivering an amount of Product that is less than the Contract Quantity for any of the

reasons set forth in Section 4.5, Seller shall expeditiously provide Buyer with notice of such reduction, along with an explanation of the cause and expected duration of the reduction.

4.4 Curtailment. Seller agrees to reduce the amount of Facility Energy produced by the Facility by the amount and for the period set forth in any Curtailment Order. Any Curtailment Order shall not reduce Seller's delivery of Facility Energy by more than Buyer's pro rata share.

4.5 Reduction in Energy Delivery Obligation. Without limiting Section 3.1 or Exhibit C, and subject to the notice requirements in Section 4.3:

(a) Forced Facility Outage. Seller shall be permitted to reduce deliveries of Product during any Forced Facility Outage. Seller shall provide Buyer with Notice and expected duration (if known) of any Forced Facility Outage.

(b) System Emergencies and other Interconnection Events. Seller shall be permitted to reduce deliveries of Product during any period of System Emergency, Transmission System Outage or Curtailment Period, or upon notice of a Curtailment Order pursuant to the terms of this Agreement, the Interconnection Agreement or applicable tariff.

(c) Force Majeure Event. Subject to Article 10, Seller shall be permitted to reduce deliveries of Product during any Force Majeure Event.

(d) Health and Safety. Seller shall be permitted to reduce deliveries of Product as necessary to maintain health and safety pursuant to Section 6.2.

Any reduction in delivery of Product pursuant to this Section 4.5 shall be applied equally across each of the 24 hours in the applicable Settlement Period, and shall not reduce the delivery of Facility Energy by more than Buyer's pro rata share.

4.6 Guaranteed Energy Production. During each Performance Measurement Period, Seller shall deliver to CAISO on behalf of Buyer an amount of Facility Energy equal to no less than the Guaranteed Energy Production (as defined below). "**Guaranteed Energy Production**" means an amount of Facility Energy, as measured in MWh, equal to [REDACTED] percent ([REDACTED]%) of the annual Expected Energy for the applicable Contract Year constituting such Performance Measurement Period. Seller shall be excused from achieving the Guaranteed Energy Production during any Performance Measurement Period only to the extent of any Buyer's Default or other Buyer failure to perform that directly prevents Seller from being able to deliver Energy to the Delivery Point. For purposes of determining whether Seller has achieved the Guaranteed Energy Production, Seller shall be deemed to have delivered to the Delivery Point all Facility Energy it could reasonably have delivered to the Delivery Point on behalf of Buyer but was prevented from delivering to the Delivery Point on behalf of Buyer by reason of any Force Majeure Events, System Emergency, Transmission System Outage, Buyer's Default or other failure to perform, or Curtailment Period ("**Lost Output**"). If Seller fails to achieve the Guaranteed Energy Production amount in any Performance Measurement Period, Seller shall pay Buyer damages calculated in accordance with Exhibit C ("**Energy Replacement Damages**"); *provided*, Seller may, as an alternative, provide Replacement Product (as defined in Exhibit C) to NP-15 EZ Gen Hub on behalf of Buyer within ninety (90) days after the conclusion of the applicable Performance

Measurement Period in the event Seller fails to deliver the Guaranteed Energy Production during such Contract Years (i) upon a schedule reasonably acceptable to Buyer, and (ii) provided that such deliveries do not impose additional costs upon Buyer for which Seller refuses to provide reimbursement.

4.7 WREGIS. Seller shall, at its sole expense, but subject to Section 3.10, take all actions and execute all documents or instruments necessary to ensure that all WREGIS Certificates associated with all Renewable Energy Credits corresponding to all Facility Energy are issued and tracked for purposes of satisfying the requirements of the California Renewables Portfolio Standard and transferred in a timely manner to Buyer for Buyer's sole benefit. Seller shall transfer the Renewable Energy Credits to Buyer. Seller shall comply with all Laws, including the WREGIS Operating Rules, regarding the certification and transfer of such WREGIS Certificates to Buyer and Buyer shall be given sole title to all such WREGIS Certificates. Seller shall be deemed to have satisfied the warranty in Section 4.7(g), provided that Seller fulfills its obligations under Sections 4.7(a) through (g) below. In addition:

(a) Prior to the Commencement Date, Seller shall register the Facility with WREGIS and establish an account with WREGIS ("**Seller's WREGIS Account**"), which Seller shall maintain until the end of the Delivery Term. Seller shall transfer the WREGIS Certificates using "**Forward Certificate Transfers**" (as described in the WREGIS Operating Rules) from Seller's WREGIS Account to the WREGIS account(s) of Buyer or the account(s) of a designee that Buyer identifies by Notice to Seller ("**Buyer's WREGIS Account**"). Seller shall be responsible for all expenses associated with registering the Facility with WREGIS, establishing and maintaining Seller's WREGIS Account, paying WREGIS Certificate issuance and transfer fees, and transferring WREGIS Certificates from Seller's WREGIS Account to Buyer's WREGIS Account.

(b) Seller shall cause Forward Certificate Transfers to occur on a monthly basis in accordance with the certification procedure established by the WREGIS Operating Rules. Since WREGIS Certificates will only be created for whole MWh amounts of Facility Energy generated, any fractional MWh amounts (i.e., kWh) will be carried forward until sufficient generation is accumulated for the creation of a WREGIS Certificate.

(c) Seller shall, at its sole expense, ensure that the WREGIS Certificates for a given calendar month correspond with the Facility Energy for such calendar month as evidenced by the Facility's metered data.

(d) Due to the ninety (90) day delay in the creation of WREGIS Certificates relative to the timing of invoice payment under Section 8.2, Buyer shall make an invoice payment for a given month in accordance with Section 8.2 before the WREGIS Certificates for such month are formally transferred to Buyer in accordance with the WREGIS Operating Rules and this Section 4.7. Notwithstanding this delay, Buyer shall have all right and title to all such WREGIS Certificates upon payment to Seller in accordance with Section 8.2.

(e) A "**WREGIS Certificate Deficit**" means any deficit or shortfall in WREGIS Certificates delivered to Buyer for a calendar month as compared to the Facility Energy

for the same calendar month (taking into account the timing of WREGIS' issuance of WREGIS Certificates in the normal course) ("**Deficient Month**") caused by an error or omission of Seller. If any WREGIS Certificate Deficit is caused by, or the result of any error or omission of, Seller, then the amount of Facility Energy in the Deficient Month shall be reduced by three times (3x) the amount of the WREGIS Certificate Deficit for purposes of calculating Buyer's payment next coming due to Seller under Article 8 and the Guaranteed Energy Production for the applicable Contract Year; *provided*, such adjustment shall not apply to the extent that Seller either (x) resolves the WREGIS Certificate Deficit within ninety (90) days after the Deficient Month or (y) provides Replacement Green Attributes (as defined in Exhibit C) within ninety (90) days after the Deficient Month (i) upon a schedule reasonably acceptable to Buyer and (ii) provided that such deliveries do not impose additional costs upon Buyer for which Seller refuses to provide reimbursement. Without limiting Seller's obligations under this Section 4.7, if a WREGIS Certificate Deficit is caused solely by an error or omission of WREGIS, the Parties shall cooperate in good faith to cause WREGIS to correct its error or omission.

(f) If WREGIS changes the WREGIS Operating Rules after the Effective Date or applies the WREGIS Operating Rules in a manner inconsistent with this Section 4.7 after the Effective Date, the Parties promptly shall modify this Section 4.7 as reasonably required to cause and enable Seller to transfer to Buyer's WREGIS Account a quantity of WREGIS Certificates for each given calendar month that corresponds to the Facility Energy in the same calendar month.

(g) Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in WREGIS (to the extent such steps are reasonably capable of being taken prior to the first delivery under this Agreement) will be taken prior to the first delivery under this Agreement.

ARTICLE 5 TAXES

5.1 Allocation of Taxes and Charges. Seller shall pay or cause to be paid all Taxes on or with respect to the Facility or on or with respect to the sale and making available of Product to Buyer, that are imposed on Product prior to its delivery to the Delivery Point at the time and place contemplated under this Agreement. Buyer shall pay or cause to be paid all Taxes on or with respect to the delivery to the Delivery Point and purchase by Buyer of Product that are imposed on Product at and after its delivery to the Delivery Point on behalf of Buyer at the time and place contemplated under this Agreement (other than withholding or other Taxes imposed on Seller's income, revenue, receipts or employees). If a Party is required to remit or pay Taxes that are the other Party's responsibility hereunder, such Party shall promptly pay the Taxes due and then seek and receive reimbursement from the other for such Taxes. In the event any sale of Product hereunder is exempt from or not subject to any particular Tax, Buyer shall provide Seller with all necessary documentation to evidence such exemption or exclusion within thirty (30) days after the date Buyer makes such claim. Buyer shall indemnify, defend, and hold Seller harmless from any liability with respect to Taxes for which Buyer is responsible hereunder and from which Buyer claims it is exempt.

5.2 Cooperation. Each Party shall use commercially reasonable efforts to implement the provisions of and administer this Agreement in accordance with the intent of the Parties to minimize all Taxes, so long as no Party is materially adversely affected by such efforts. The Parties shall cooperate to minimize Tax exposure; *provided*, neither Party shall be obligated to incur any financial or operational burden to reduce Taxes for which the other Party is responsible hereunder without receiving due compensation therefor from the other Party. All Product delivered by Seller to Buyer hereunder shall be a sale made at wholesale, with Buyer reselling such Product.

ARTICLE 6 MAINTENANCE OF THE FACILITY

6.1 Maintenance of the Facility. Seller shall, as between Seller and Buyer, be solely responsible for the operation and maintenance of the Facility and the delivery of the Product to the Delivery Point and shall comply with Law and Prudent Operating Practice relating to the operation and maintenance of the Facility and the generation and sale of Product.

6.2 Maintenance of Health and Safety. Seller shall take reasonable safety precautions with respect to the operation, maintenance, repair and replacement of the Facility. If Seller becomes aware of any circumstances relating to the Unit that create an imminent risk of damage or injury to any Person or any Person's property and would materially impact Seller's obligations to deliver Product pursuant to this Agreement, Seller shall take all actions required by applicable Law and Prudent Electrical Practices to prevent such damage or injury and shall give Buyer's emergency contact identified on Exhibit N Notice of such condition. Such action may include disconnecting and removing all or a portion of the Facility, or suspending the supply of Facility Energy to the Delivery Point.

ARTICLE 7 METERING

7.1 Metering. Seller shall measure the amount of Facility Energy using the Facility Meter, which will be subject to adjustment in accordance with applicable meter requirements and Prudent Operating Practices. All meters will be operated pursuant to applicable calculation methodologies and maintained as Seller's cost. Each meter shall be kept under seal, such seals to be broken only when the meters are to be tested, adjusted, modified or relocated. In the event Seller breaks a seal, Seller shall notify Buyer as soon as practicable. In addition, Seller hereby agrees to provide all meter data to Buyer in a form reasonably acceptable to Buyer.

7.2 Meter Verification. Annually, if Seller has reason to believe there may be a meter malfunction, or upon Buyer's reasonable request, Seller shall test the meter. The tests shall be conducted by independent third parties qualified to conduct such tests. Buyer shall be notified seven (7) days in advance of such tests and have a right to be present during such tests. If a meter is inaccurate it shall be promptly repaired or replaced. If a meter is inaccurate by more than one percent (1%) and it is not known when the meter inaccuracy commenced (if such evidence exists such date will be used to adjust prior invoices), then the invoices covering the period of time since the last meter test shall be adjusted for the amount of the inaccuracy on the assumption that the

inaccuracy persisted during one-half of such period; provided, that (a) such period may not exceed twelve (12) months and (b) such adjustments are accepted by CAISO and WREGIS.

ARTICLE 8 INVOICING AND PAYMENT; CREDIT

8.1 Invoicing. Seller shall make good faith efforts to deliver an invoice to Buyer for Product no later than the tenth (10th) day of each month for the previous calendar month. Each invoice shall (a) reflect records of metered data, including CAISO metering and transaction data sufficient to document and verify the amount of Product delivered for any Settlement Period during the preceding month, including the amount of Facility Energy delivered during the prior billing period as set forth in CAISO T+12 settlement statements, the amount of Green Attributes in MWh delivered to the Delivery Point, the Renewable Rate applicable to Facility Energy and Green Attributes (in \$/MWh), the Monthly RA Capacity Payment, the amount of Replacement Product and/or Replacement RA, and the RA Deficiency Amount (if any); and (b) be in a format reasonably specified by Buyer, covering the Product provided in the preceding month determined in accordance with the applicable provisions of this Agreement. Seller shall provide Buyer with reasonable access to any records, including invoices or settlement data from CAISO, necessary to verify the accuracy of any invoices.

8.2 Payment. Buyer shall make payment to Seller for Product (and any other amounts due) by wire transfer or ACH payment to the bank account provided on each monthly invoice. Buyer shall pay undisputed invoice amounts by the later of (a) ten (10) Business Days after Buyer's receipt of the invoice from Seller, and (b) the thirtieth (30th) day of the month after the operational month for which such invoice was rendered; *provided*, if such due date falls on a weekend or legal holiday, such due date shall be the next Business Day. Payments made after the due date will be considered late and will bear interest on the unpaid balance. If the amount due is not paid on or before the due date or if any other payment that is due and owing from one Party to another is not paid on or before its applicable due date, a late payment charge shall be applied to the unpaid balance and shall be added to the next billing statement. Such late payment charge shall be calculated based on an annual Interest Rate equal to the prime rate published on the date of the invoice in The Wall Street Journal (or, if The Wall Street Journal is not published on that day, the next succeeding date of publication), plus two percent (2%) (the "**Interest Rate**"). If the due date occurs on a day that is not a Business Day, the late payment charge shall begin to accrue on the next succeeding Business Day.

8.3 Books and Records. To facilitate payment and verification, each Party shall maintain all books and records necessary for billing and payments, including copies of all invoices under this Agreement, for a period of at least two (2) years or as otherwise required by Law. Upon fifteen (15) days' Notice to the other Party, either Party shall be granted reasonable access to the accounting books and records within the possession or control of the other Party pertaining to all invoices generated pursuant to this Agreement.

8.4 Payment Adjustments; Billing Errors. Payment adjustments shall be made if Buyer or Seller discovers there have been good faith inaccuracies in invoicing that are not otherwise disputed under Section 8.5 or an adjustment to an amount previously invoiced or paid

is required due to a correction of data by the CAISO, or there is determined to have been a meter inaccuracy sufficient to require a payment adjustment. If the required adjustment is in favor of Buyer, Buyer's next monthly payment shall be credited in an amount equal to the adjustment. If the required adjustment is in favor of Seller, Seller shall add the adjustment amount to Buyer's next monthly invoice. Adjustments in favor of either Buyer or Seller shall bear interest, until settled in full, in accordance with Section 8.2, accruing from the date on which the adjusted amount should have been due.

8.5 Billing Disputes. A Party may, in good faith, dispute the correctness of any invoice or any adjustment to an invoice rendered under this Agreement or adjust any invoice for any arithmetic or computational error within twelve (12) months of the date the invoice, or adjustment to an invoice, was rendered. In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within five (5) Business Days of such resolution along with interest accrued at the Interest Rate from and including the original due date to but excluding the date paid. Inadvertent overpayments shall be returned via adjustments in accordance with Section 8.4. Any dispute with respect to an invoice is waived if the other Party is not notified in accordance with this Section 8.5 within twelve (12) months after the invoice is rendered or subsequently adjusted, except to the extent any misinformation was from a third party not affiliated with any Party and such third party corrects its information after the twelve-month period. If an invoice is not rendered within twelve (12) months after the close of the month during which performance occurred, the right to payment for such performance is waived.

8.6 Netting of Payments. The Parties hereby agree that they shall discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts owed by each Party to the other Party for the purchase and sale of Product during the monthly billing period under this Agreement or otherwise arising out of this Agreement, including any related damages calculated pursuant to Exhibits B and G, interest, and payments or credits, shall be netted so that only the excess amount remaining due shall be paid by the Party who owes it.

8.7 [Intentionally Omitted]

8.8 Seller's Performance Security. To secure its obligations under this Agreement, Seller shall deliver the Performance Security to Buyer on or before the Effective Date. Seller shall maintain the Performance Security in full force and effect, and Seller shall within ten (10) Business Days after any draw thereon, replenish the Performance Security in the event Buyer collects or draws down any portion of the Performance Security for any reason permitted under this Agreement other than to satisfy a Termination Payment, until the following have occurred: (a) the Delivery Term has expired or terminated early; and (b) all payment obligations of Seller due and payable under this Agreement, including compensation for penalties, Termination Payment, indemnification payments or other damages are paid in full (whether directly or indirectly such as through set-off or netting). Following the occurrence of both events, Buyer shall promptly return

to Seller the unused portion of the Performance Security. If requested by Seller, Buyer shall from time to time reasonably cooperate with Seller to enable Seller to exchange one permitted form of Performance Security for another permitted form (i.e., cash or Letter of Credit, as applicable).

8.9 First Priority Security Interest in Cash or Cash Equivalent Collateral. To secure its obligations under this Agreement, and until released as provided herein, Seller hereby grants to Buyer a present and continuing first-priority security interest (“**Security Interest**”) in, and lien on (and right to net against), and assignment of the Performance Security and any and all interest thereon or proceeds resulting therefrom or from the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of Buyer, and Seller agrees to take all action as Buyer reasonably requires in order to perfect Buyer’s Security Interest in, and lien on (and right to net against), such collateral and any and all proceeds resulting therefrom or from the liquidation thereof.

Upon or any time after the occurrence of an Event of Default caused by Seller, an Early Termination Date resulting from an Event of Default caused by Seller, or an occasion provided for in this Agreement where Buyer is authorized to retain all or a portion of the Performance Security, Buyer may do any one or more of the following (in each case subject to the final sentence of this Section 8.9):

- (a) Exercise any of its rights and remedies with respect to the Performance Security, including any such rights and remedies under Law then in effect;
- (b) Draw on any outstanding Letter of Credit issued for its benefit and retain any cash held by Buyer as Performance Security; and
- (c) Liquidate all Performance Security then held by or for the benefit of Buyer free from any claim or right of any nature whatsoever of Seller, including any equity or right of purchase or redemption by Seller.

Buyer shall apply the proceeds of the collateral realized upon the exercise of any such rights or remedies to reduce Seller’s obligations under this Agreement (Seller remains liable for any amounts owing to Buyer after such application), subject to Buyer’s obligation to return any surplus proceeds remaining after such obligations are satisfied in full.

ARTICLE 9 NOTICES

9.1 Addresses for the Delivery of Notices. Any Notice required, permitted, or contemplated hereunder shall be in writing, shall be addressed to the Party to be notified at the address set forth in Exhibit G or at such other address or addresses as a Party may designate for itself from time to time by Notice hereunder.

9.2 Acceptable Means of Delivering Notice. Each Notice required, permitted, or contemplated hereunder shall be deemed to have been validly served, given or delivered as follows: (a) if sent by United States mail with proper first class postage prepaid, three (3) Business Days following the date of the postmark on the envelope in which such Notice was deposited in the United States mail; (b) if sent by a regularly scheduled overnight delivery carrier with delivery

fees either prepaid or an arrangement with such carrier made for the payment of such fees, the next Business Day after the same is delivered by the sending Party to such carrier; (c) if sent by electronic communication (including electronic mail or other electronic means) at the time indicated by the time stamp upon delivery and, if after 5 pm, on the next Business Day; or (d) if delivered in person, upon receipt by the receiving Party. Notwithstanding the foregoing, Notices of outages or other scheduling or dispatch information or requests, may be sent by electronic communication and shall be considered delivered upon successful completion of such transmission.

ARTICLE 10 FORCE MAJEURE

10.1 Definition.

(a) “**Force Majeure Event**” means any act or event that delays or prevents a Party from timely performing all or a portion of its obligations under this Agreement or from complying with all or a portion of the conditions under this Agreement if such act or event, despite the exercise of commercially reasonable efforts, cannot be avoided by and is beyond the reasonable control (whether direct or indirect) of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance, or noncompliance.

(b) Without limiting the generality of the foregoing, so long as the following events, despite the exercise of reasonable efforts, cannot be avoided by, and are beyond the reasonable control (whether direct or indirect) of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance or noncompliance, a Force Majeure Event may include an act of God or the elements, such as flooding, lightning, hurricanes, tornadoes, or ice storms; explosion; public safety power shutoff; fire; volcanic eruption; sustained drought in Lake, Sonoma or Mendocino counties that (i) begins after the Effective Date, (ii) is materially more severe than the drought conditions that have existed during the ten (10) year period prior to the Effective Date as determined by the National Integrated Drought Information System, and (iii) which materially impacts power production at the Facility, as verified in a written report prepared by a Licensed Professional Engineer; storm; pestilence; epidemic; landslide; mudslide; sabotage; terrorism; earthquake; or other cataclysmic events or natural catastrophes; an act of public enemy; war; blockade; civil insurrection; riot; civil disturbance or disobedience; actions or inactions by Governmental Authority (including a change in applicable Law, but excluding Seller’s compliance obligations and as set forth in 10.01(c) below), strikes or other labor difficulties caused or suffered by a Party or any third party, except as set forth below.

(c) Notwithstanding the foregoing, the term “**Force Majeure Event**” does not include (i) economic conditions or actions or inactions by Governmental Authority (including a changes in Law) that render a Party’s performance of this Agreement at the contract price unprofitable or otherwise uneconomic (including an increase in component or compliance costs for any reason, including foreign or domestic tariffs, Buyer’s ability to buy Product at a lower price, or Seller’s ability to sell the Product, or any component thereof, at a higher price, than under this Agreement); (ii) Seller’s inability to obtain permits or approvals of any type for the construction, operation, or maintenance of the Facility, except to the extent such inability is caused by a Force Majeure Event; (iii) the inability of a Party to make payments when due under this Agreement, unless the cause of such inability is an event that would otherwise constitute a Force Majeure Event as described above; (iv) Seller’s inability to obtain sufficient labor, equipment, materials, or other resources to build or operate the Facility, including the lack of steam, water or other fuel source of an inherently intermittent nature, except to the extent such inability is caused by a Force Majeure Event; (v) a strike, work stoppage or labor dispute limited only to any one or more of Seller, Seller’s Affiliates, Seller’s contractors, their subcontractors thereof or any other third party employed by Seller to work on the Facility; or (vi) any equipment failure except if such equipment failure is caused by a Force Majeure Event.

10.2 No Liability If a Force Majeure Event Occurs. Neither Seller nor Buyer shall be liable to the other Party in the event it is prevented or delayed from performing its obligations hereunder in whole or in part due to a Force Majeure Event. The Party rendered unable (or delayed) to fulfill any obligation by reason of a Force Majeure Event shall take commercially reasonable actions necessary to remove such inability or delay with commercially reasonable speed and diligence. Nothing herein shall be construed as permitting that Party to continue to fail to perform or delay after said cause has been removed. The obligation to use commercially reasonable speed and diligence shall not be interpreted to require resolution of labor disputes by acceding to demands of the opposition when such course is inadvisable in the discretion of the Party having such difficulty. Neither Party shall be considered in breach or default of this Agreement if and to the extent that any failure or delay in the Party's performance of one or more of its obligations hereunder is caused by a Force Majeure Event. The occurrence and continuation of a Force Majeure Event shall not suspend or excuse the obligation of a Party to make any payments due hereunder.

10.3 Notice. In the event of any delay or nonperformance resulting from a Force Majeure Event, the Party suffering the Force Majeure Event shall (a) as soon as practicable, notify the other Party in writing of the nature, cause, estimated date of commencement thereof, and the anticipated extent of any delay or interruption in performance, and (b) notify the other Party in writing of the cessation or termination of such Force Majeure Event, all as known or estimated in good faith by the affected Party; *provided*, a Party's failure to give timely Notice shall not affect such Party's ability to assert that a Force Majeure Event has occurred unless the delay in giving Notice materially prejudices the other Party.

10.4 Termination Following Force Majeure Event. If a Force Majeure Event has occurred that has caused either Party to be wholly or partially unable to perform its obligations hereunder in any material respect, and the impacted Party has claimed and received relief from performance of its obligations for a consecutive twelve (12) month period, then the non-claiming Party may terminate this Agreement upon Notice to the other Party. Upon any such termination, neither Party shall have any liability to the other Party, save and except for those obligations specified in Section 2.1(b), and Buyer shall promptly return to Seller any Performance Security then held by Buyer, less any amounts drawn in accordance with this Agreement.

ARTICLE 11 DEFAULTS; REMEDIES; TERMINATION

11.1 Events of Default. An "Event of Default" shall mean,

(a) with respect to a Party (the "Defaulting Party") that is subject to the Event of Default the occurrence of any of the following:

(i) the failure by such Party to make, when due, any payment required pursuant to this Agreement and such failure is not remedied within ten (10) Business Days after Notice thereof;

(ii) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated, and such default

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is not remedied within thirty (30) days after Notice thereof (or such longer additional period, not to exceed an additional sixty (60) days, if the Defaulting Party is unable to remedy such default within such initial thirty (30)-day period despite exercising commercially reasonable efforts);

(iii) the failure by such Party to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default set forth in this Section 11.1; and except for (A) failure to provide Capacity Attributes, the exclusive remedies for which are set forth in Section 3.6, or (B) failures related to the Adjusted Energy Production that do not trigger the provisions of Section 11.1 (b)(iii), the exclusive remedies for which are set forth in Section 4.7 and such failure is not remedied within thirty (30) days after Notice thereof (or such longer additional period, not to exceed an additional ninety (90) days, if the Defaulting Party is unable to remedy such default within such initial thirty (30) days period despite exercising commercially reasonable efforts);

(iv) such Party becomes Bankrupt;

(v) such Party assigns this Agreement or any of its rights hereunder other than in compliance with Article 14, if applicable; or

(vi) such Party consolidates or amalgamates with, or merges with or into, or transfers all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement to which it or its predecessor was a party by operation of Law or pursuant to an agreement reasonably satisfactory to the other Party.

(b) with respect to Seller as the Defaulting Party, the occurrence of any of the following:

(i) if at any time, Seller delivers or attempts to deliver Energy to the Delivery Point for sale under this Agreement that was not generated by the Facility, except for Replacement Product;

(ii) if at any time Seller delivers or attempts to deliver Product associated with the Contract Quantity to any Person other than Buyer;

(iii) if, in any consecutive six (6) month period, the Adjusted Energy Production amount (calculated in accordance with Exhibit C) for such period is not at least ten percent (10%) of the 6-month pro rata amount of Expected Energy for such period adjusted for seasonality proportionately to the monthly forecast provided annually by Seller under Section 4.3, and Seller fails to (x) deliver to Buyer within ten (10) Business Days after Notice from Buyer a plan or report developed by Seller that describes the cause of the failure to meet the ten percent (10%) threshold and the actions that Seller has taken, is taking, or proposes to take in an effort to cure such condition along with the written confirmation of a Licensed Professional Engineer that such plan or report is in accordance with Prudent Operating Practices and capable of cure within a reasonable period of time, not to exceed one hundred eighty (180) days ("**Cure Plan**") and (y) complete such Cure Plan in all material respects as set forth therein, including within the timeframe set forth therein;

(iv) failure by Seller to satisfy the collateral requirements pursuant to Section 8.8 within five (5) Business Days after Notice from Buyer, including the failure to replenish the Performance Security amount in accordance with this Agreement in the event Buyer draws against it for any reason other than to satisfy a Termination Payment;

(v) failure by Seller to commence the Delivery Term on or before the Guaranteed Commencement Date;

(vi) with respect to any outstanding Letter of Credit provided for the benefit of Buyer that is not then required under this Agreement to be canceled or returned, the failure by Seller to provide for the benefit of Buyer either (1) cash, or (2) a substitute Letter of Credit from a different issuer meeting the criteria set forth in the definition of Letter of Credit, in each case, in the amount required hereunder within ten (10) Business Days after Seller receives Notice of the occurrence of any of the following events:

(A) the issuer of the outstanding Letter of Credit shall fail to maintain a Credit Rating of at least A- by S&P or A3 by Moody's;

(B) the issuer of such Letter of Credit becomes Bankrupt;

(C) the issuer of the outstanding Letter of Credit shall fail to comply with or perform its obligations under such Letter of Credit and such failure shall be continuing after the lapse of any applicable grace period permitted under such Letter of Credit;

(D) the issuer of the outstanding Letter of Credit shall fail to honor a properly documented request to draw on such Letter of Credit;

(E) the issuer of the outstanding Letter of Credit shall disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of, such Letter of Credit;

(F) such Letter of Credit fails or ceases to be in full force and effect at any time; or

(G) Seller shall fail to renew or cause the renewal of each outstanding Letter of Credit on a timely basis as provided in the relevant Letter of Credit and as provided in accordance with this Agreement, and in no event less than sixty (60) days prior to the expiration of the outstanding Letter of Credit.

11.2 Remedies; Declaration of Early Termination Date. If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the other Party ("**Non-Defaulting Party**") shall have the following rights:

(a) to send Notice, designating a day, no earlier than the day such Notice is deemed to be received and no later than twenty (20) days after such Notice is deemed to be received, as an early termination date of this Agreement ("**Early Termination Date**") that terminates this Agreement (the "**Terminated Transaction**") and ends the Delivery Term effective as of the Early Termination Date;

- (b) to accelerate all amounts owing between the Parties, and to collect as liquidated damages the Termination Payment calculated in accordance with Section 11.3 below;
- (c) to withhold any payments due to the Defaulting Party under this Agreement;
- (d) to suspend performance; and
- (e) to exercise any other right or remedy available at law or in equity, including specific performance or injunctive relief, except to the extent such remedies are expressly limited under this Agreement;

provided, that payment by the Defaulting Party of the Termination Payment shall constitute liquidated damages and the Non-Defaulting Party's sole and exclusive remedy for any Terminated Transaction and the Event of Default related thereto.

11.3 Termination Payment. If an Early Termination Date has been declared, the Non-Defaulting Party shall calculate, in a commercially reasonable manner, the Termination Payment in accordance with this Section 11.3. The payment owed by the Defaulting Party to the Non-Defaulting Party for a Terminated Transaction occurring after the Effective Date ("Termination Payment") shall be the aggregate of all Settlement Amounts plus any and all other amounts due to or from the Non-Defaulting Party (as of the Early Termination Date) netted into a single amount. The Non-Defaulting Party shall calculate, in a commercially reasonable manner, a Settlement Amount for the Terminated Transaction as of the Early Termination Date. Third parties supplying information for purposes of the calculation of Gains or Losses may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors and other sources of market information. The Settlement Amount shall not include consequential, incidental, punitive, exemplary, indirect or business interruption damages. Without prejudice to the Non-Defaulting Party's duty to mitigate, the Non-Defaulting Party shall not have to enter into replacement transactions to establish a Settlement Amount. Each Party agrees and acknowledges that (i) the actual damages that the Non-Defaulting Party would incur in connection with a Terminated Transaction would be difficult or impossible to predict with certainty, (ii) the Termination Payment is a reasonable and appropriate approximation of such damages, and (iii) the Termination Payment is the exclusive remedy of the Non-Defaulting Party in connection with a Terminated Transaction but shall not otherwise act to limit any of the Non-Defaulting Party's rights or remedies if the Non-Defaulting Party does not elect a Terminated Transaction as its remedy for an Event of Default by the Defaulting Party.

11.4 Notice of Payment of Termination Payment. As soon as practicable after a Terminated Transaction, but in no event later than sixty (60) days after the Early Termination Date (or such longer additional period, not to exceed an additional sixty (60) days, if the Non-Defaulting Party is unable to calculate the Termination Payment within such initial sixty (60)-day period despite exercising commercially reasonable efforts), Notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment and whether the Termination Payment is due to or from the Non-Defaulting Party. The Notice shall include a written statement explaining in reasonable detail the calculation of such amount and the sources

for such calculation. The Termination Payment shall be made to or from the Non-Defaulting Party, as applicable, within ten (10) Business Days after such Notice is effective.

11.5 Disputes With Respect to Termination Payment. If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment in whole or in part, the Defaulting Party shall, within five (5) Business Days of receipt of the Non-Defaulting Party's calculation of the Termination Payment provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute. Disputes regarding the Termination Payment shall be determined in accordance with Article 15.

11.6 Limitation on Seller's Ability to Make or Agree to Third-Party Sales from the Facility after Early Termination Date . If the Agreement is terminated by Buyer prior to the Commencement Date due to Seller's Event of Default, neither Seller nor Seller's Affiliates may sell, market or deliver any Product associated with or attributable to the Contract Quantity to a party other than Buyer for a period of two (2) years following the Early Termination Date due to Seller's Event of Default, unless prior to selling, marketing or delivering such Product, or entering into the agreement to sell, market or deliver such Product to a party other than Buyer, Seller or Seller's Affiliates provide Buyer with a written offer to sell the Product on terms and conditions materially similar to the terms and conditions contained in this Agreement (including price) and Buyer fails to accept such offer within forty-five (45) days of Buyer's receipt thereof.

Neither Seller nor Seller's Affiliates may sell or transfer the Facility, or any part thereof, or land rights or interests in the Sites so long as the limitations contained in this Section 11.6 apply, unless the transferee agrees to be bound by the terms set forth in this Section 11.6 pursuant to a written agreement reasonably approved by Buyer.

Seller shall indemnify and hold Buyer harmless from all benefits lost and other damages sustained by Buyer as a result of any breach by Seller of its covenants contained within this Section 11.6.

11.7 Rights And Remedies Are Cumulative. Except where liquidated damages or other remedy are explicitly provided as the exclusive remedy, the rights and remedies of a Party pursuant to this Article 11 shall be cumulative and in addition to the rights of the Parties otherwise provided in this Agreement.

11.8 Mitigation. Any Non-Defaulting Party shall be obligated to use commercially reasonable efforts to mitigate its Costs, Losses and damages resulting from any Event of Default of the other Party under this Agreement.

ARTICLE 12 LIMITATION OF LIABILITY AND EXCLUSION OF WARRANTIES.

12.1 No Consequential Damages. EXCEPT TO THE EXTENT PART OF (A) AN EXPRESS REMEDY OR MEASURE OF DAMAGES HEREIN, (B) AN IP INDEMNITY CLAIM, (C) AN ARTICLE 16 INDEMNITY CLAIM, (D) INCLUDED IN A LIQUIDATED DAMAGES CALCULATION, OR (E) RESULTING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE,

EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR LOSSES OR DAMAGES FOR LOST REVENUE OR LOST PROFITS, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT, BY STATUTE, IN TORT OR CONTRACT.

12.2 Waiver and Exclusion of Other Damages. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. ALL LIMITATIONS OF LIABILITY CONTAINED IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE PERTAINING TO SELLER'S LIMITATION OF LIABILITY AND THE PARTIES' WAIVER OF CONSEQUENTIAL DAMAGES, SHALL APPLY EVEN IF THE REMEDIES FOR BREACH OF WARRANTY PROVIDED IN THIS AGREEMENT ARE DEEMED TO "FAIL OF THEIR ESSENTIAL PURPOSE" OR ARE OTHERWISE HELD TO BE INVALID OR UNENFORCEABLE.

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS AND EXCLUSIVE REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED.

IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES ONLY. THE VALUE OF ANY TAX CREDITS, DETERMINED ON AN AFTER-TAX BASIS, LOST DUE TO BUYER'S DEFAULT (WHICH SELLER HAS NOT BEEN ABLE TO MITIGATE AFTER USE OF REASONABLE EFFORTS) SHALL BE DEEMED TO BE DIRECT DAMAGES.

TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, INCLUDING UNDER SECTIONS 3.6, 4.6, 11.2 AND 11.3, AND AS PROVIDED IN EXHIBIT B AND EXHIBIT C. THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT, AND THAT THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE ANTICIPATED HARM OR LOSS. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. THE PARTIES HEREBY WAIVE ANY RIGHT TO CONTEST SUCH PAYMENTS AS AN UNREASONABLE PENALTY.

THE PARTIES ACKNOWLEDGE AND AGREE THAT MONEY DAMAGES AND THE EXPRESS REMEDIES PROVIDED FOR HEREIN ARE AN ADEQUATE REMEDY FOR THE BREACH BY THE OTHER OF THE TERMS OF THIS AGREEMENT, AND EACH PARTY

WAIVES ANY RIGHT IT MAY HAVE TO SPECIFIC PERFORMANCE WITH RESPECT TO ANY OBLIGATION OF THE OTHER PARTY UNDER THIS AGREEMENT.

ARTICLE 13
REPRESENTATIONS AND WARRANTIES; AUTHORITY

13.1 Seller's Representations and Warranties. As of the Effective Date, Seller represents and warrants as follows:

(a) Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, and is qualified to conduct business in each jurisdiction where the failure to so qualify would have a material adverse effect on the business or financial condition of Seller.

(b) Seller has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement, except where such failure does not have a material adverse effect on Seller's performance under this Agreement. The execution, delivery and performance of this Agreement by Seller has been duly authorized by all necessary limited liability company action on the part of Seller and does not and will not require the consent of any trustee or holder of any indebtedness or other obligation of Seller or any other party to any other agreement with Seller.

(c) The execution and delivery of this Agreement, consummation of the transactions contemplated herein, and fulfillment of and compliance by Seller with the provisions of this Agreement will not conflict with or constitute a breach of or a default under any Law presently in effect having applicability to Seller, subject to any permits that have not yet been obtained by Seller, the documents of formation of Seller or any outstanding trust indenture, deed of trust, mortgage, loan agreement or other evidence of indebtedness or any other agreement or instrument to which Seller is a party or by which any of its property is bound.

(d) This Agreement has been duly executed and delivered by Seller. This Agreement is a legal, valid and binding obligation of Seller enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditors' rights or by the exercise of judicial discretion in accordance with general principles of equity.

(e) The Facility is located in the State of California.

(f) All applicable regulatory authorizations, approvals and permits for the operation of the Facility have been obtained and all conditions thereof have been satisfied and are in full force and effect;

(g) Seller has received CEC Certification and Verification for the Facility; and

(h) Seller has completed all applicable WREGIS registration requirements, including the completion and submittal of all applicable registration forms and supporting

documentation to effect Facility registration with WREGIS and to enable Renewable Energy Credit transfers related to the Facility within WREGIS.

13.2 Buyer's Representations and Warranties. As of the Effective Date, Buyer represents and warrants as follows:

(a) Buyer is a joint powers authority and a validly existing community choice aggregator, duly organized, validly existing and in good standing under the laws of the State of California and the rules, regulations and orders of the California Public Utilities Commission, and is qualified to conduct business in each jurisdiction of the Joint Powers Agreement members. All Persons making up the governing body of Buyer are the elected or appointed incumbents in their positions and hold their positions in good standing in accordance with the Joint Powers Agreement and other Law.

(b) Buyer has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement, except where such failure does not have a material adverse effect on Buyer's performance under this Agreement. The execution, delivery and performance of this Agreement by Buyer has been duly authorized by all necessary action on the part of Buyer and does not and will not require the consent of any trustee or holder of any indebtedness or other obligation of Buyer or any other party to any other agreement with Buyer.

(c) The execution and delivery of this Agreement, consummation of the transactions contemplated herein, and fulfillment of and compliance by Buyer with the provisions of this Agreement will not conflict with or constitute a breach of or a default under any Law presently in effect having applicability to Buyer, including but not limited to community choice aggregation, the Joint Powers Act, competitive bidding, public notice, open meetings, election, referendum, or prior appropriation requirements, the documents of formation of Buyer or any outstanding trust indenture, deed of trust, mortgage, loan agreement or other evidence of indebtedness or any other agreement or instrument to which Buyer is a party or by which any of its property is bound.

(d) This Agreement has been duly executed and delivered by Buyer. This Agreement is a legal, valid and binding obligation of Buyer enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditors' rights or by the exercise of judicial discretion in accordance with general principles of equity.

(e) Buyer warrants and covenants that with respect to its contractual obligations under this Agreement, it will not claim immunity on the grounds of sovereignty or similar grounds with respect to itself or its revenues or assets from (1) suit, (2) jurisdiction of court, (3) relief by way of injunction, order for specific performance or recovery of property, (4) attachment of assets, or (5) execution or enforcement of any judgment.

(f) Buyer is a "local public entity" as defined in Section 900.4 of the Government Code of the State of California.

(g) Buyer cannot assert sovereign immunity as a defense to the enforcement of its obligations under this Agreement.

13.3 General Covenants. Each Party covenants that commencing on the Effective Date and continuing throughout the Contract Term:

(a) It shall continue to be duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and to be qualified to conduct business in each jurisdiction where the failure to so qualify would have a material adverse effect on its business or financial condition;

(b) It shall maintain (or obtain from time to time as required) all regulatory authorizations necessary for it to legally perform its obligations under this Agreement; and

(c) It shall perform its obligations under this Agreement in compliance with all terms and conditions in its governing documents and in material compliance with any Law.

ARTICLE 14 ASSIGNMENT

14.1 General Prohibition on Assignments. Except as provided below in this Article 14, neither Party may voluntarily assign this Agreement or its rights or obligations under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any such assignment or delegation made without such written consent or in violation of the conditions to assignment set out below shall be null and void. Seller shall be responsible for Buyer's reasonable costs associated with the preparation, review, execution and delivery of documents in connection with any assignment of this Agreement by Seller, including without limitation reasonable attorneys' fees.

14.2 Collateral Assignment. Subject to the provisions of this Section 14.2, Seller has the right to assign this Agreement as collateral for any financing or refinancing of the Facility. In connection with any financing or refinancing of the Facility by Seller, Buyer shall in good faith work with Seller and Lender to execute a consent to collateral assignment of this Agreement substantially in the form attached hereto as Exhibit H ("**Consent to Collateral Assignment**").

14.3 Permitted Assignment by Seller. Seller may, without the prior written consent of Buyer, transfer or assign this Agreement to: (a) an Affiliate of Seller or (b) any Person succeeding to all or substantially all of the assets of Seller (whether voluntary or by operation of law), if, and only if:

(i) the assignee is a Permitted Transferee;

(ii) Seller has given Buyer Notice at least fifteen (15) Business Days before the date of such proposed assignment; and

(iii) Seller has provided Buyer a written agreement signed by the Person to which Seller wishes to assign its interests that (x) provides that such Person will assume all of

Seller's obligations and liabilities under this Agreement upon such transfer or assignment and (y) certifies that such Person meets the definition of a Permitted Transferee.

Notwithstanding the foregoing, any assignment by Seller, its successors or assigns under this Section 14.3 shall be of no force and effect unless and until such Notice and agreement by the assignee have been received and accepted by Buyer.

14.4 Buyer Financing Assignment. Seller agrees that Buyer may assign a portion of its rights and obligations under this Agreement to a Person in connection with a municipal prepayment financing transaction ("**Buyer Assignee**") at any time upon not less than fifteen (15) Business Days' notice by delivering Notice of such assignment, which Notice must include a proposed assignment agreement substantially in the form attached hereto as Exhibit D ("**Assignment Agreement**"), provided that, at the time of such assignment, such Buyer Assignee has a Credit Rating equal to the higher of (a) Buyer's Credit Rating at the time of such assignment (if applicable), and (b) Baa3 from Moody's and BBB- from S&P. As reasonably requested by Buyer, Assignee, Seller shall (i) provide Buyer Assignee with information and documentation with respect to Seller, including but not limited to account opening information, information related to forecasted generation, Credit Rating, and compliance with anti-money laundering rules, the Dodd-Frank Act, the Commodity Exchange Act, the Patriot Act and similar rules, regulations, requirements and corresponding policies; and (ii) promptly execute such Assignment Agreement and implement such assignment as contemplated thereby, subject only to the countersignature of Buyer Assignee and Buyer and the requirements of this Section 14.4.

ARTICLE 15 DISPUTE RESOLUTION

15.1 Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of Law. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement.

15.2 Dispute Resolution. In the event of any dispute arising under this Agreement, within ten (10) days following the receipt of a Notice from either Party identifying such dispute, the Parties shall meet, negotiate and attempt, in good faith, to resolve the dispute quickly, informally and inexpensively. If the Parties are unable to resolve a dispute arising hereunder within the earlier of either thirty (30) days of initiating such discussions, or within forty (40) days after Notice of the dispute, either Party may seek any and all remedies available to it at law or in equity, subject to the limitations set forth in this Agreement.

15.3 Attorneys' Fees. In any proceeding brought to enforce this Agreement or because of the breach by any Party of any covenant or condition herein contained, the prevailing Party shall be entitled to reasonable attorneys' fees (including reasonably allocated fees of in-house counsel) in addition to court costs and any and all other costs recoverable in said action.

ARTICLE 16 INDEMNIFICATION

16.1 Indemnification.

(a) Each Party (the “**Indemnifying Party**”) agrees to indemnify, defend and hold harmless the other Party and its Affiliates, directors, officers, employees and agents (collectively, the “**Indemnified Party**”) from and against all claims, demands, losses, liabilities, penalties, and expenses (including reasonable attorneys’ fees) (i) for personal injury or death to Persons and damage to the property of any third party to the extent arising out of, resulting from, or caused by the negligent or willful misconduct of the Indemnifying Party, its Affiliates, its directors, officers, employees, or agents, or (ii) for third-party claims resulting from the Indemnifying Party’s breach (including inaccuracy of any representation of warranty made hereunder), performance or non-performance of its obligations under this Agreement.

(b) Seller shall indemnify, defend and hold harmless Buyer and its Affiliates, directors, officers, employees from and against all claims, demands, losses, liabilities, penalties, and expenses (including reasonable attorneys’ fees) in connection with any claims of infringement upon or violation of any trade secret, trademark, trade name, copyright, patent, or other intellectual property rights of any third party by equipment, software, applications or programs (or any portion of same) used by (or provided by) Seller in connection with the Facility (an “**IP Indemnity Claim**”).

(c) Nothing in this Section 16.1 shall enlarge or relieve Seller or Buyer of any liability to the other for any breach of this Agreement. Neither Party shall be indemnified for its damages resulting from its sole negligence, intentional acts or willful misconduct. These indemnity provisions shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy.

16.2 Claims. Promptly after receipt by a Party of any claim or Notice of the commencement of any action, administrative, or legal proceeding, or investigation as to which the indemnity provided for in this Article 16 may apply, the Indemnified Party shall notify the Indemnifying Party in writing of such fact. The Indemnifying Party shall assume the defense thereof with counsel designated by the Indemnifying Party and satisfactory to the Indemnified Party, *provided*, if the defendants in any such action include both the Indemnified Party and the Indemnifying Party and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to, or inconsistent with, those available to the Indemnifying Party, the Indemnified Party shall have the right to select and be represented by separate counsel, at the Indemnifying Party’s expense, unless a liability insurer is willing to pay such costs. If the Indemnifying Party fails to assume the defense of a claim meriting indemnification, the Indemnified Party may at the expense of the Indemnifying Party contest, settle, or pay such claim; *provided*, settlement or full payment of any such claim may be made only following consent of the Indemnifying Party or, absent such consent, written opinion of the Indemnified Party’s counsel that such claim is meritorious or warrants settlement. Except as otherwise provided in this Article 16, in the event that a Party is obligated to indemnify and hold the other Party and its successors and assigns harmless under this Article 16, the amount owing to

the Indemnified Party will be the amount of the Indemnified Party's damages net of any insurance proceeds received by the Indemnified Party following a reasonable effort by the Indemnified Party to obtain such insurance proceeds.

16.3 Indemnities for Failure to Deliver Designated RA Capacity. Seller agrees to indemnify, defend and hold harmless Buyer from any penalties, fines or costs assessed against Buyer by the CPUC or the CAISO, resulting from any of the following:

- (a) Seller's failure to provide any portion of the Designated RA Capacity;
- (b) Seller's failure to provide notice of the non-availability of any portion of Designated RA Capacity as required under Section 3.5;
- (c) A Unit Scheduling Coordinator's failure to timely submit Supply Plans that identify Buyer's right to the Designated RA Capacity purchased hereunder; or
- (d) A Unit Scheduling Coordinator's failure to submit accurate Supply Plans that identify Buyer's right to the Designated RA Capacity purchased hereunder.

With respect to the foregoing, the Parties shall use commercially reasonable efforts to minimize such penalties, fines and costs; *provided*, in no event shall Buyer be required to use or change its utilization of its owned or controlled assets or market positions to minimize these penalties and fines. If Seller fails to pay the foregoing penalties, fines or costs, or fails to reimburse Buyer for those penalties, fines or costs, then Buyer may offset those penalties, fines or costs against any future amounts it may owe to Seller under this Agreement.

ARTICLE 17 INSURANCE

17.1 Insurance.

(a) General Liability. Seller shall maintain, or cause to be maintained at its sole expense, (i) commercial general liability insurance, including products and completed operations and personal injury insurance, in a minimum amount of One Million Dollars (\$1,000,000) per occurrence, and an annual aggregate of not less than Two Million Dollars (\$2,000,000), including contractual liability in said amount, specifically covering Seller's obligations under this Agreement and including Buyer as an additional insured but only with respect to the indemnity obligations under this Agreement. Defense costs shall be included within the limits of liability. Such insurance shall contain standard cross-liability and severability of interest provisions.

(b) Employer's Liability Insurance. Employers' Liability insurance shall not be less than One Million Dollars (\$1,000,000.00) for injury or death occurring as a result of each accident. With regard to bodily injury by disease, the One Million Dollar (\$1,000,000.00) policy limit will apply to each employee.

(c) Workers Compensation Insurance. Seller, if it has employees, shall also maintain at all times during the Contract Term workers' compensation and employers' liability insurance coverage in accordance with applicable requirements of Law.

(d) Business Auto Insurance. Seller shall maintain at all times during the Contract Term business auto insurance for bodily injury and property damage with limits of One Million Dollars (\$1,000,000.00) per occurrence. Such insurance shall cover liability arising out of Seller's use of all owned (if any), non-owned and hired vehicles, including trailers or semi-trailers in the performance of the Agreement.

(e) Subcontractor Insurance. Seller shall require all of its subcontractors to maintain coverages and limits that are appropriate for the work being performed.

(f) Evidence of Insurance. Within ten (10) days after execution of the Agreement and upon annual renewal thereafter, Seller shall deliver to Buyer certificates of insurance evidencing such coverage. Such insurance shall be primary coverage without right of contribution from any insurance of Buyer. Any other insurance maintained by Seller is for the exclusive benefit of Seller and shall not in any manner inure to the benefit of Buyer. The general liability, auto liability and worker's compensation policies shall include a waiver of subrogation in favor of Buyer for all work performed by Seller, its employees, agents and sub-contractors.

(g) Failure to Comply with Insurance Requirements. If Seller fails to comply with any of the provisions of this Article 17, Seller, among other things and without restricting Buyer's remedies under the Law or otherwise, shall, at its own cost and expense, act as an insurer and provide insurance in accordance with the terms and conditions above. In addition, alleged violations of the provisions of this Article 17 means that Seller has the initial burden of proof regarding any legal justification for refusing or withholding coverage and Seller shall face the same liability and damages as an insurer for wrongfully refusing or withholding coverage in accordance with the laws of California.

ARTICLE 18 CONFIDENTIAL INFORMATION

18.1 Definition of Confidential Information. The following constitutes "**Confidential Information**," whether oral or written which is delivered by Seller to Buyer or by Buyer to Seller including: (a) the terms and conditions of, and proposals and negotiations related to this Agreement, and (b) information that either Seller or Buyer stamps or otherwise identifies as "confidential" or "proprietary" before disclosing it to the other. Confidential Information does not include (i) information that was publicly available at the time of the disclosure, other than as a result of a disclosure in breach of this Agreement; (ii) information that becomes publicly available through no fault of the recipient after the time of the delivery; (iii) information that was rightfully in the possession of the recipient (without confidential or proprietary restriction) at the time of delivery or that becomes available to the recipient from a source not subject to any restriction against disclosing such information to the recipient; and (iv) information that the recipient independently developed without a violation of this Agreement.

18.2 Duty to Maintain Confidentiality. The Party receiving Confidential Information (the “**Receiving Party**”) from the other Party (the “**Disclosing Party**”) shall not disclose Confidential Information to a third party (other than the Party’s employees, lenders, counsel, accountants, directors or advisors, or any such representatives of a Party’s Affiliates, who have a need to know such information and have agreed to keep such terms confidential) except in order to comply with any applicable Law, regulation, or any exchange, control area or independent system operator rule or in connection with any court or regulatory proceeding applicable to such Party or any of its Affiliates; *provided*, each Party shall, to the extent practicable, use reasonable efforts to prevent or limit the disclosure. The Parties shall be entitled to all remedies available at law or in equity to enforce, or seek relief in connection with, this confidentiality obligation. The Parties agree and acknowledge that nothing in this Section 18.2 prohibits a Party from disclosing any one or more of the commercial terms of a transaction (other than the name of the other Party unless otherwise agreed to in writing by the Parties) to any industry price source for the purpose of aggregating and reporting such information in the form of a published energy price index.

The Parties acknowledge and agree that the Agreement and any transactions entered into in connection herewith are subject to the requirements of the California Public Records Act (Government Code Section 6250 et seq.). In order to designate information as confidential, the Disclosing Party must clearly stamp and identify the specific portion of the material designated with the word “Confidential.” The Parties agree not to over-designate material as Confidential Information. Over-designation includes stamping whole agreements, entire pages or series of pages as “Confidential” that clearly contain information that is not Confidential Information.

Upon request or demand of any third person or entity not a Party hereto to Buyer pursuant to the California Public Records Act for production, inspection and/or copying of Confidential Information (“**Requested Confidential Information**”), Buyer shall as soon as practical notify Seller in writing via email that such request has been made. Seller shall be solely responsible for taking at its sole expense whatever legal steps are necessary to prevent release of the Requested Confidential Information to the third party by Buyer. If Seller takes no such action after receiving the foregoing notice from Buyer, Buyer shall, at its discretion, be permitted to comply with the third party’s request or demand and is not required to defend against it. If Seller does take or attempt to take such action, Buyer shall provide timely and reasonable cooperation to Seller, if requested by Seller, and Seller agrees to indemnify and hold harmless Buyer, its officers, employees and agents (“**Buyer’s Indemnified Parties**”), from any claims, liability, award of attorneys’ fees, or damages, and to defend any action, claim or lawsuit brought against any of Buyer’s Indemnified Parties for Buyer’s refusal to disclose any Requested Confidential Information.

18.3 Irreparable Injury; Remedies. Receiving Party acknowledges that its obligations hereunder are necessary and reasonable in order to protect Disclosing Party and the business of Disclosing Party, and expressly acknowledges that monetary damages would be inadequate to compensate Disclosing Party for any breach or threatened breach by Receiving Party of any covenants and agreements set forth herein. Accordingly, Receiving Party acknowledges that any such breach or threatened breach will cause irreparable injury to Disclosing Party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Disclosing

Party will be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

18.4 Further Permitted Disclosure . Notwithstanding anything to the contrary in this Article 18, Confidential Information may be disclosed by the Receiving Party to any of its agents, consultants, contractors, trustees, or actual or potential financing parties (including, in the case of Seller, its Lender(s)), so long as such Person to whom Confidential Information is disclosed agrees in writing to be bound by confidentiality provisions that are at least as restrictive as this Article 18 to the same extent as if it were a Party.

18.5 Press Releases. Neither Party shall issue (or cause its Affiliates to issue) a press release regarding the transactions contemplated by this Agreement unless both Parties have agreed upon the contents of any such public statement.

ARTICLE 19 MISCELLANEOUS

19.1 Entire Agreement; Integration; Exhibits. This Agreement, together with the Cover Sheet and Exhibits attached hereto constitutes the entire agreement and understanding between Seller and Buyer with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits attached hereto are integral parts hereof and are made a part of this Agreement by reference. The headings used herein are for convenience and reference purposes only. In the event of a conflict between the provisions of this Agreement and those of the Cover Sheet or any Exhibit, the provisions of first the Cover Sheet, and then this Agreement shall prevail, and such Exhibit shall be corrected accordingly. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

19.2 Amendments. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Seller and Buyer; *provided*, this Agreement may not be amended by electronic mail communications.

19.3 No Waiver. Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default.

19.4 No Agency, Partnership, Joint Venture or Lease. Seller and the agents and employees of Seller shall, in the performance of this Agreement, act in an independent capacity and not as officers or employees or agents of Buyer. Under this Agreement, Seller and Buyer intend to act as energy seller and energy purchaser, respectively, and do not intend to be treated as, and shall not act as, partners in, co-venturers in or lessor/lessee with respect to the Facility or any business related to the Facility. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement) and/or, to the extent set forth herein, any Lender and/or Indemnified Party.

19.5 Severability. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the Parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby. The Parties shall, however, use their best endeavors to agree on the replacement of the void, illegal or unenforceable provision(s) with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and this Agreement as a whole.

19.6 Mobile-Sierra. Notwithstanding any other provision of this Agreement, neither Party shall seek, nor shall they support any third party seeking, to prospectively or retroactively revise the rates, terms or conditions of service of this Agreement through application or complaint to FERC pursuant to the provisions of Section 205, 206 or 306 of the Federal Power Act, or any other provisions of the Federal Power Act, absent prior written agreement of the Parties. Further, absent the prior written agreement in writing by both Parties, the standard of review for changes to the rates, terms or conditions of service of this Agreement proposed by a Party shall be the “public interest” standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956). Changes proposed by a non-Party or FERC acting *sua sponte* shall be subject to the most stringent standard permissible under applicable Law.

19.7 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and each of which shall be deemed an original.


19.8 Electronic Delivery. This Agreement may be duly executed and delivered by a Party by electronic format (including portable document format (.pdf)) delivery of the signature page of a counterpart to the other Party.

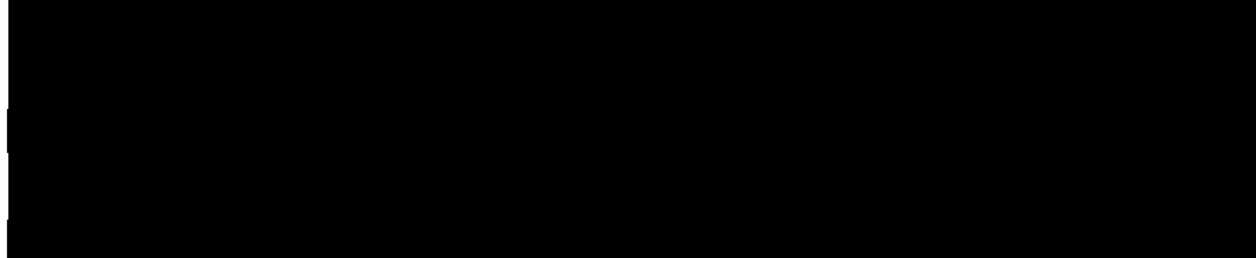
19.9 Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

19.10 No Recourse to Members of Buyer. Buyer is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to its Joint Powers Agreement and is a public entity separate from its constituent members. Buyer shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Seller shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Buyer’s constituent members, or the employees, directors, officers, consultants or advisors of Buyer or its constituent members, in connection with this Agreement.

19.11 Forward Contract. The Parties acknowledge and agree that this Agreement constitutes a “forward contract” within the meaning of the U.S. Bankruptcy Code, and Buyer and Seller are “forward contract merchants” within the meaning of the U.S. Bankruptcy Code. Each Party further agrees that, for all purposes of this Agreement, each Party waives and agrees not to assert the applicability of the provisions of 11 U.S.C. § 366 in any Bankruptcy proceeding wherein such Party is a debtor. In any such proceeding, each Party further waives the right to assert that the

other Party is a provider of last resort to the extent such term relates to 11 U.S.C. §366 or another provision of 11 U.S.C. § 101-1532.

19.12 Change in Electric Market Design. If a change in the CAISO Tariff or, subject to Section 3.10, Resource Adequacy Rulings, renders this Agreement or any provisions hereof incapable of being performed or administered, then either Party may request that Buyer and Seller enter into negotiations to make the minimum changes to this Agreement necessary to make this Agreement capable of being performed and administered, while attempting to preserve to the maximum extent possible the benefits, burdens, and obligations set forth in this Agreement as of the Effective Date; 



Upon delivery of such a request, Buyer and Seller shall engage in such negotiations in good faith. If Buyer and Seller are unable, within sixty (60) days after delivery of such request, to agree upon changes to this Agreement or to resolve issues relating to changes to this Agreement, then any Party may submit issues pertaining to changes to this Agreement to the dispute resolution process set forth in Article 15. Notwithstanding the foregoing, (i) a change in cost shall not in and of itself be deemed to render this Agreement or any of the provisions hereof incapable of being performed or administered, and (ii) all of the unaffected provisions of this Agreement shall remain in full force and effect during any period of such negotiation or dispute resolution.

19.13 Further Assurances. Each of the Parties hereto agrees to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

GEYERS POWER COMPANY, LLC

**CLEAN POWER ALLIANCE OF
SOUTHERN CALIFORNIA, a California
joint powers authority**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT A

DESCRIPTION OF THE FACILITY

1. Generating Facility Description.

The power plants in The Geysers Known Geothermal Resource Area (“KGRA”) have been generating electricity for California since 1960. Geysers Power Company, LLC (“GPC”), a Calpine Corporation (“Calpine”) affiliate, has more than 35 years of experience at The Geysers, and manages the largest operations there with thirteen operating power plants, more than 350 steam wells and some 60 condensate and water injection wells connected by 80 miles of pipeline producing 725 MW of renewable energy.

Each power plant consists of a low-pressure steam turbine or turbines, a generator(s), condenser, cooling tower, air pollution abatement system, pumps and other auxiliary equipment, transformers and circuit breakers to connect the facilities to the CAISO controlled grid. Each Geysers power plant is connected to one of three PG&E owned transmission lines: Geysers-Eagle Rock 115 kV, Geysers-Fulton 230 kV, or Geysers-Lakeville 230 kV transmission.

The steam field consists of more than 400 wells and over 80 miles of steam pipelines which deliver the geothermal steam to the power plants. This extensive pipeline network allows the condensed steam (condensate) and supplemental water from within the Geysers, and from treated effluent pipelines from Santa Rosa and from Lake County, to be injected throughout the steam field to maintain and enhance steam production.

2. Site Description.

The Geysers KGRA is a forty square mile area of Sonoma and Lake Counties, approximately seventy miles north of San Francisco. The land in the Geysers KGRA is zoned for geothermal development and has had geothermal development within it for more than 50 years. GPC manages more than 29,000 acres under more than 150 public and private mineral and land leases in the Geysers KGRA as part of its extensive geothermal operations. Those leases provide for the continued control of site access and the steam resource beneath the ground by GPC for as long as commercial production of steam occurs.

Township numbers for The Geysers are: T.12.N R.9.W, T.12.N R.8.W, T.11.N R.9.W, T.11.N R.8.W, T.10.N R.9.W, and T.10.N R.8.W.

Note that because of its rural location, individual Geysers power plants do not have their own street or mailing address. The mailing address for the Geysers Power Plant is:

10350 Socrates Mine Road
Middletown, CA 95461

Facilities Comprising Calpine's Geysers Power Plant

Name of Facility	Single Line Facility Name	CAISO Resource ID	CEC RPS ID	WREGIS GU ID
Aidlin Power Plant	AIDLIN P.P. (CPN-1)	ADLIN_1_UNITS	60115A	W484
Sonoma Power Plant	SONOMA P.P. (CPN-3)	SMUDGO_7_UNIT 1	60010A	W127
Geysers Units 5&6	MC CABE P.P. (CPN 5&6)	GYS5X6_7_UNITS	60002A	W117
Geysers Units 7&8	RIDGE LINE P.P. (CPN 7&8)	GYS7X8_7_UNITS	60003A	W118
Geysers Unit 11	EAGLE ROCK PP (CPN-11)	GEYS11_7_UNIT11	60025B	W119
Geysers Unit 12	COBB CREEK PP (CPN-12)	GEYS12_7_UNIT12	60004A	W120
Geysers Unit 13	BIG GEYSERS PP (CPN-13)	GEYS13_7_UNIT13	60005A	W121
Geysers Unit 14	SULPHUR SPRINGS PP (CPN-14)	GEYS14_7_UNIT14	60026B	W122
Geysers Unit 16	QUICKSILVER PP (CPN-16)	GEYS16_7_UNIT16	60006A	W123
Geysers Unit 17	LAKE VIEW P.P. (CPN-17)	GEYS17_7_UNIT17	60007A	W124
Geysers Unit 18	SOCRATES P.P. (CPN-18)	GEYS18_7_UNIT18	60008A	W125
Calistoga Power Plant	CALISTOGA P.P. (CPN-19)	SANTFG_7_UNITS	60117A	W486
Geysers Unit 20	GRANT P.P. (CPN-20)	GEYS20_7_UNIT20	60009A	W126

EXHIBIT B

AVERAGE EXPECTED ENERGY

[Average Expected Energy, MWh Per Hour]

	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	24:00
JAN																								
FEB																								
MAR																								
APR																								
MAY																								
JUN																								
JUL																								
AUG																								
SEP																								
OCT																								
NOV																								
DEC																								

The foregoing table is provided for informational purposes only, and it shall not constitute, or be deemed to constitute, an obligation of any of the Parties to this Agreement.

EXHIBIT C

GUARANTEED ENERGY PRODUCTION DAMAGES CALCULATION

In accordance with Section 4.6, if Seller fails to achieve the Guaranteed Energy Production during any Performance Measurement Period, a liquidated damages payment shall be due from Seller to Buyer, calculated as follows:

$$[(A - B) * (C - D)]$$

where:

A = the Guaranteed Energy Production amount for the Performance Measurement Period, in MWh

B = the Adjusted Energy Production amount for the Performance Measurement Period, in MWh

C = Replacement price for the Performance Measurement Period, in \$/MWh, which is the sum of (a) the simple average of the Integrated Forward Market hourly price for all the hours in the Performance Measurement Period, as published by the CAISO, for the Delivery Point, plus (b) the market value of Replacement Green Attributes. Buyer shall use commercially reasonable efforts to determine, in good faith, the market value of Replacement Green Attributes on the basis of quotations from at least three (3) brokers of Replacement Green Attributes. Such market value shall be the average of the three (3) quotations. If, after using commercially reasonable efforts, Buyer is not able to obtain at least three (3) such market quotations, Buyer may, in good faith and in a commercially reasonable manner, calculate such market value. Buyer is not required to enter into a replacement transaction in order to determine this amount.

D = the Renewable Rate, in \$/MWh

“Adjusted Energy Production” shall mean the sum of the following: Facility Energy + Lost Output + Replacement Energy.

“Replacement Energy” means Energy produced by a facility other than the Facility, that is provided by Seller to Buyer as Replacement Product, in an amount equal to the amount of Replacement Green Attributes provided by Seller as Replacement Product for the same Performance Measurement Period.

“Replacement Green Attributes” means PCC1 Renewable Energy Credits of the same year of production as the Renewable Energy Credits that would have been generated by the Facility.

“Replacement Product” means (a) Replacement Energy, and (b) Replacement Green Attributes.

No payment shall be due if the calculation of (a) $(A - B)$, (b) $(C - D)$ or (c) $[(A - B) * (C - D)]$, yields a negative number. In no event will Buyer owe any payment to Seller pursuant to this Exhibit C.

Within sixty (60) days after each Contract Year, Buyer shall send Seller Notice of the amount of damages owing, if any, which shall be payable to Buyer before the later of (a) thirty (30) days of such Notice and (b) ninety (90) days after each Performance Measurement Period; *provided*, the amount of damages owing shall be adjusted to account for Replacement Product, if any, delivered after each applicable Performance Measurement Period.

EXHIBIT D

FORM OF ASSIGNMENT AGREEMENT

This Assignment Agreement (this “**Assignment Agreement**” or “**Agreement**”) is entered into as of [_____] by and among Geysers Power Company, LLC, a Delaware limited liability company (“**PPA Seller**”), Clean Power Alliance of Southern California, a California joint powers authority (“**PPA Buyer**”), and [Financing Party] (“**Financing Party**”), and relates to that certain power purchase agreement (the “**PPA**”) between PPA Buyer and PPA Seller as described on Appendix 1.

In consideration of the premises above and the mutual covenants and agreements herein set forth, PPA Seller, PPA Buyer and Financing Party (the “**Parties**” hereto; each is a “**Party**”) agree as follows:

1. Limited Assignment and Delegation.

- (a) PPA Buyer hereby assigns, transfers and conveys to Financing Party all right, title and interest in and to the rights of PPA Buyer under the PPA to receive delivery of the products described on Appendix 1 (the “**Assigned Products**”) during the Assignment Period (as defined in Appendix 1), as such rights may be limited or further described in the “Further Information” section on Appendix 1 (the “**Assigned Product Rights**”)[NOTE: **Appendix 1 to provide for transfer of RECs.**]. All other rights of PPA Buyer under the PPA are expressly reserved for PPA Buyer, including the right to receive any additional quantities of products beyond the limits set forth in Appendix 1.
- (b) PPA Buyer hereby delegates to Financing Party the obligation to pay for all Assigned Products that are actually delivered to Financing Party pursuant to the Assigned Product Rights during the Assignment Period (the “**Delivered Product Payment Obligation**” and together with the Assigned Product Rights, collectively the “**Assigned Rights and Obligations**”). All other obligations of PPA Buyer under the PPA are expressly retained by PPA Buyer. To the extent Financing Party fails to pay for any Assigned Products by the due date for payment set forth in the PPA, PPA Buyer agrees that it will remain responsible for such payment within five (5) Business Days (as defined in the PPA) of receiving notice of such non-payment from PPA Seller.
- (c) Financing Party hereby accepts and PPA Seller hereby consents and agrees to the assignment, transfer, conveyance and delegation described in clauses (a) and (b) above.
- (d) All scheduling of Assigned Products and other communications related to the PPA shall take place between PPA Buyer and PPA Seller pursuant to the terms of the PPA; *provided*, (i) PPA Buyer and PPA Seller shall provide to Financing Party copies of all scheduling communications, billing statements, generation reports and other notices delivered under the PPA during the Assignment Period contemporaneously upon delivery thereof to the other party to the PPA; (ii) title to Assigned Product will pass to Financing Party upon delivery by PPA Seller in accordance with the PPA; and (iii) PPA Buyer is hereby authorized by Financing Party to and shall act as Financing Party’s agent with regard to scheduling Assigned Product.

- (e) PPA Seller acknowledges that (i) Financing Party intends to immediately transfer title to any Assigned Products received from PPA Seller through one or more intermediaries such that all Assigned Products will be re-delivered to PPA Buyer, and (ii) Financing Party has the right to purchase receivables due from PPA Buyer for any such Assigned Products. To the extent Financing Party purchases any such receivables due from PPA Buyer, Financing Party may transfer such receivables to PPA Seller and apply the face amount thereof as a reduction to any Delivered Product Payment Obligation.

2. Assignment Early Termination.

- (a) The Assignment Period may be terminated early upon the occurrence of any of the following:
 - (1) delivery of a written notice of termination by either Financing Party or PPA Buyer to each of the other Parties hereto;
 - (2) delivery of a written notice of termination by PPA Seller to each of Financing Party and PPA Buyer following Financing Party's failure to pay when due any amounts owed to PPA Seller in respect of any Delivered Product Payment Obligation and such failure continues for one (1) Business Day following receipt by Financing Party of written notice thereof;
 - (3) delivery of a written notice by PPA Seller if any of the events described in **[NOTE: Insert reference to bankruptcy event of default in PPA.]** occurs with respect to Financing Party; or
 - (4) delivery of a written notice by Financing Party if any of the events described in **[NOTE: Insert reference to bankruptcy event of default in PPA.]** occurs with respect to PPA Seller.
- (b) The Assignment Period will end as of the date specified in the termination notice, which date shall not be earlier than the end of the last day of the calendar month in which such notice is delivered if termination is pursuant to clauses (a)(1) or (a)(2) above.
- (c) All Assigned Rights and Obligations shall revert from Financing Party to PPA Buyer upon the expiration of or early termination of the Assignment Period; *provided*, (i) Financing Party shall remain responsible for the Delivered Product Payment Obligation with respect to any Assigned Product delivered to Financing Party prior to the end of the Assignment Period, and (ii) any legal restrictions on the effectiveness of such reversion (whether arising under bankruptcy law or otherwise) shall not affect the expiration or early termination of the Assignment Period.

3. Notices. Any notice, demand, or request required or authorized by this Assignment Agreement to be given by one Party to another Party shall be delivered in accordance with Section [] of the PPA and to the addresses of each of PPA Seller and PPA Buyer specified in the PPA. PPA Seller and PPA Buyer agree to notify Financing Party of any updates to such notice information. Notices to Financing Party shall be provided to the following address, as such address may be updated by Financing Party from time to time by notice to the other Parties:

Financing Party

Email: _____

4. Miscellaneous. Sections [Severability], [Counterparts], [Amendments] and [No Agency, Partnership, Joint Venture or Lease] of the PPA are incorporated by reference into this Agreement, *mutatis mutandis*, as if fully set forth herein.

5. Governing Law, Jurisdiction, Waiver of Jury Trial

(a) **Governing Law.** This Assignment Agreement and the rights and duties of the parties under this assignment agreement will be governed by and construed, enforced and performed in accordance with the laws of the state of New York, without reference to any conflicts of laws provisions that would direct the application of another jurisdiction's laws; *provided*, the authority of PPA Buyer to enter into and perform its obligations under this assignment agreement shall be determined in accordance with the laws of the State of California.

(b) **Jurisdiction.** Each party submits to the exclusive jurisdiction of (a) the courts of the state of New York located in the Borough of Manhattan, (b) the federal courts of the United States of America for the Southern District of New York or (c) the federal courts of the United States of America in any other state.

(c) **Waiver of Right to Trial by Jury.** Each party waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any suit, action or proceeding relating to this assignment agreement.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, the Parties have executed this Assignment Agreement effective as of the date first set forth above.

PPA SELLER

PPA BUYER

By:
Name:
Title:

By:
Name:
Title:

FINANCING PARTY

By:
Name:
Title:

Execution and delivery of the foregoing Assignment Agreement is hereby approved.

[ISSUER]

By:
Name:
Title:

Appendix 1

Assigned Rights and Obligations

PPA: The Power Purchase Agreement dated [_____] by and between PPA Buyer and PPA Seller.

“Assignment Period” means the period beginning on [_____] and extending until [_____] *provided*, in no event shall the Assignment Period extend past the earlier of (i) the termination of the Assignment Period pursuant to Section 4 of the Assignment Agreement and (ii) the end of the delivery period under the PPA⁸

Assigned Product: [Describe and define]

Further Information: [Include, if any]⁹

Projected P99 Generation: The “Projected P99 Generation” is attached hereto on a monthly basis.

⁸ The Assignment Period must end no less than 18 months following the Assignment Period Start Date and no later than the end of the delivery period under the PPA.

⁹ To include transfer and settlement mechanics for RECs, as applicable.

EXHIBIT E

FORM OF LETTER OF CREDIT

[Issuing Bank Letterhead and Address]

IRREVOCABLE STANDBY LETTER OF CREDIT NO. [XXXXXXXX]

Date:

Bank Ref.:

Amount: US\$[XXXXXXXXXX]

Beneficiary:

Clean Power Alliance of Southern California,

a California joint powers authority

801 S Grand, Suite 400

Los Angeles, CA 90017

Ladies and Gentlemen:

By the order of _____ (“Applicant”), we, [insert bank name and address] (“Issuer”) hereby issue our Irrevocable Standby Letter of Credit No. [XXXXXXXX] (the “Letter of Credit”) in favor of Clean Power Alliance of Southern California, a California joint powers authority (“Beneficiary”), 801 S Grand, Suite 400, Los Angeles, CA 90017, for an amount not to exceed the aggregate sum of U.S. \$[XXXXXXXX] (United States Dollars [XXXXXX] and 00/100) (the “Available Amount”), pursuant to that certain Renewable Power Purchase Agreement dated as of _____ and as amended (the “Agreement”) between Applicant and Beneficiary. This Letter of Credit shall become effective immediately and shall be of no further force or effect at 5:00 p.m., California time, on [Date] or, if such day is not a Business Day (as hereinafter defined), on the

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next Business Day (as may be extended pursuant to the terms of this Letter of Credit, the "Expiration Date").

For the purposes hereof, "Business Day" shall mean any day on which commercial banks are not authorized or required to close in Los Angeles, California.

Funds under this Letter of Credit are available to Beneficiary by valid presentation on or before 5:00 p.m. California time, on or before the Expiration Date of a copy of this Letter of Credit No. [XXXXXXX] and all amendments accompanied by Beneficiary's dated statement purportedly signed by Beneficiary's duly authorized representative, in the form attached hereto as Exhibit A, containing one of the two alternative paragraphs set forth in paragraph 2 therein.

Any full or partial drawing hereunder may be requested by transmitting copies of the requisite documents as described above to the Issuer by facsimile at [facsimile number for draws] or such other number as specified from time-to-time by the Issuer.

The facsimile transmittal shall be deemed delivered when received. Drawings made by facsimile transmittal are deemed to be the operative instrument without the need of originally signed documents.

Issuer hereby agrees that all drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to the Issuer before the Expiration Date. All correspondence and any drawings (other than those made by facsimile) hereunder are to be directed to [Issuer address/contact]. Issuer undertakes to make payment to Beneficiary under this Standby Letter of Credit within three (3) business days of receipt by Issuer of a properly presented Drawing Certificate. The Beneficiary shall receive payment from Issuer by wire transfer to the bank account of the Beneficiary designated in the Drawing Certificate.

Partial draws are permitted under this Letter of Credit, and this Letter of Credit shall remain in full force and effect with respect to any continuing balance; provided, the Available Amount shall be reduced by the amount of each such drawing.

It is a condition of this Letter of Credit that it shall be deemed automatically extended without an amendment for a one year period (or, if such period ends on a day that is not a Business Day, until the next Business Day thereafter) beginning on the present Expiration Date hereof and upon each

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anniversary for such date (or, if such period ends on a day that is not a Business Day, until the next Business Day thereafter), unless at least one hundred twenty (120) days prior to any such Expiration Date Issuer has sent Beneficiary written notice by overnight courier service at the address provided below that Issuer elects not to extend this Letter of Credit, in which case it will expire on its then-current Expiration Date. No presentation made under this Letter of Credit after such Expiration Date will be honored.

Notwithstanding any reference in this Letter of Credit to any other documents, instruments or agreements, this Letter of Credit contains the entire agreement between Beneficiary and Issuer relating to the obligations of Issuer hereunder.

Except so far as otherwise stated, this Letter of Credit is subject to the International Standby Practices ISP98 (also known as ICC Publication No. 590), or revision currently in effect (the "ISP"). As to matters not covered by the ISP, the laws of the State of California, without regard to the principles of conflicts of laws thereunder, shall govern all matters with respect to this Letter of Credit.

Please address all correspondence regarding this Letter of Credit to the attention of the Letter of Credit Department at [insert bank address information], referring specifically to Issuer's Letter of Credit No. [XXXXXXXX]. For telephone assistance, please contact Issuer's Standby Letter of Credit Department at [XXX-XXX-XXXX] and have this Letter of Credit available.

All notices to Beneficiary shall be in writing and are required to be sent by certified letter, overnight courier, or delivered in person to: Clean Power Alliance of Southern California, a California joint powers authority, Chief Financial Officer, 801 S Grand, Suite 400, Los Angeles, CA 90017. Only notices to Beneficiary meeting the requirements of this paragraph shall be considered valid. Any notice to Beneficiary which is not in accordance with this paragraph shall be void and of no force or effect.

[Bank Name]

[Insert officer name]

[Insert officer title]

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EXHIBIT A

(DRAW REQUEST SHOULD BE ON BENEFICIARY’S LETTERHEAD)

Drawing Certificate

[Insert Bank Name and Address]

Ladies and Gentlemen:

The undersigned, a duly authorized representative of [], [ADDRESS], as beneficiary (the “Beneficiary”) of the Irrevocable Letter of Credit No. [XXXXXXX] (the “Letter of Credit”) issued by [insert bank name] (the “Bank”) by order of _____ (the “Applicant”), hereby certifies to the Bank as follows:

1. Applicant and Beneficiary are party to that certain Renewable Power Purchase Agreement dated as of _____, 20__ (the “Agreement”).
2. Beneficiary is making a drawing under this Letter of Credit in the amount of U.S. \$_____ because a Seller Event of Default (as such term is defined in the Agreement) has occurred.

or

Beneficiary is making a drawing under this Letter of Credit in the amount of U.S. \$_____, which equals the full available amount under the Letter of Credit, because Applicant is required to maintain the Letter of Credit in force and effect beyond the expiration date of the Letter of Credit but has failed to provide Beneficiary with a replacement Letter of Credit or other acceptable instrument within thirty (30) days prior to such expiration date.

3. The undersigned is a duly authorized representative of [] and is authorized to execute and deliver this Drawing Certificate on behalf of Beneficiary.

You are hereby directed to make payment of the requested amount to [] by wire transfer in immediately available funds to the following account:

[Specify account information]

[]

Name and Title of Authorized Representative

Date_____

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EXHIBIT F

FORM OF REPLACEMENT RA NOTICE

This Replacement RA Notice (this “**Notice**”) is delivered by [SELLER ENTITY] (“**Seller**”) to Clean Power Alliance of Southern California, a California joint powers authority (“**Buyer**”) in accordance with the terms of that certain Renewable Power Purchase Agreement dated _____ (“**Agreement**”) by and between Seller and Buyer. All capitalized terms used in this Notice but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

Pursuant to Section 3.6(a) of the Agreement, Seller hereby provides the below Replacement RA product information:

Unit Information¹

Name	
Location	
CAISO Resource ID	
Unit SCID	
Prorated Percentage of Unit Factor	
Resource Type	
Point of Interconnection with the CAISO Controlled Grid (“substation or transmission line”)	
Path 26 (North or South)	
LCR Area (if any)	
Deliverability restrictions, if any, as described in most recent CAISO deliverability assessment	
Run Hour Restrictions	
Delivery Period	

Month	Unit CAISO NQC (MW)	Unit Contract Quantity (MW)
January		
February		
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		

¹ To be repeated for each unit if more than one.

[SELLER ENTITY]

By: _____

Its: _____

Date: _____

Exhibit F - 2

EXHIBIT G

NOTICES

<p><i>GEYSERS POWER COMPANY, LLC, a Delaware limited liability company</i> (“Seller”)</p>	<p>CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA, a California joint powers authority (“Buyer”)</p>
<p>All Notices:</p> <p>Street: City: Attn:</p> <p>Phone: Facsimile: Email:</p>	<p>All Notices:</p> <p>Street: 801 S Grand, Suite 400 City: Los Angeles, CA 90017 Attn: Executive Director</p> <p>Phone: (213) 269-5870 Email: tbardacke@cleanpoweralliance.org</p>
<p>Reference Numbers:</p> <p>Duns: Federal Tax ID Number:</p>	<p>Reference Numbers:</p> <p>Duns: Federal Tax ID Number:</p>
<p>Invoices:</p> <p>Attn: Phone: Facsimile: E-mail:</p>	<p>Invoices:</p> <p>Attn: Director, Power Planning & Procurement Phone: (213) 269-5870 E-mail: settlements@cleanpoweralliance.org</p>
<p>Scheduling:</p> <p>Attn: Phone: Facsimile: Email:</p>	<p>Scheduling: TBD</p> <p>Attn: Phone: Email:</p>
<p>Confirmations:</p> <p>Attn: Phone: Facsimile: Email:</p>	<p>Confirmations:</p> <p>Attn: Director, Power Planning & Procurement Phone: (213) 269-5870 Email: nkeefe@cleanpoweralliance.org</p>
<p>Payments:</p> <p>Attn: Phone: Facsimile: E-mail:</p>	<p>Payments:</p> <p>Attn: Director, Power Planning & Procurement Phone: (213) 269-5870 E-mail: settlements@cleanpoweralliance.org</p>
<p>Wire Transfer:</p> <p>BNK: ABA: ACCT:</p>	<p>Wire Transfer:</p> <p>BNK: River City Bank ABA: 121-133-416 ACCT: XXXXXX8042</p>

EXHIBIT H

Form of Consent to Assignment

FORM OF
CONSENT AND AGREEMENT

among

[Insert Name of Contracting Party],
a [_____] (Contracting Party)

and

GEYSERS POWER COMPANY, LLC,
a Delaware limited liability company
(Assignor)

and

MUFG UNION BANK, N.A.,
(First Lien Collateral Agent)

Dated as of [____]

This CONSENT AND AGREEMENT, dated as of [____], 20[___] (this “Consent”), is entered into by and among **[Insert name of Contracting Party]**, a [_____] [organized][formed] and existing under the laws of the State of [_____] (together with its permitted successors and assigns, “Contracting Party”), MUFG UNION BANK, N.A., in its capacity as collateral agent for the First Lien Secured Parties referred to below (together with its successors, designees and assigns in such capacity, “First Lien Collateral Agent”), and GEYSERS POWER COMPANY, LLC, a limited liability company formed and existing under the laws of the State of Delaware (together with its permitted successors and assigns, “Assignor”).

RECITALS

A. Assignor owns the following geothermal electric generating facilities located in the Geysers area of Northern California (Sonoma and Lake Counties) (collectively, the “Projects”):

The Aidlin project, an approximately 18 megawatt geothermal facility located in Sonoma County, CA.

The Sonoma project, an approximately 53 megawatt geothermal facility located in Sonoma County, CA.

The two-unit McCabe project, an approximately 84 megawatt geothermal facility located in Sonoma County, CA.

The two-unit Ridge Line project, an approximately 76 megawatt geothermal facility located in Sonoma County, CA.

The Eagle Rock project, an approximately 68 megawatt geothermal facility located in Sonoma County, CA.

The Cobb Creek project, an approximately 51 megawatt geothermal facility located in Sonoma County, CA.

The Big Geysers project, an approximately 61 megawatt geothermal facility located in Lake County, CA.

The Sulphur Springs project, an approximately 47 megawatt geothermal facility located in Sonoma County, CA.

The Quicksilver project, an approximately 53 megawatt geothermal facility located in Lake County, CA.

The Lake View project, an approximately 54 megawatt geothermal facility located in Sonoma County, CA.

The Socrates project, an approximately 50 megawatt geothermal facility located in Sonoma County, CA.

The two-unit Calistoga project, an approximately 69 megawatt geothermal facility located in Lake County, CA.

The Grant project, an approximately 41 megawatt geothermal facility located in Sonoma County, CA.

B. In order to finance the operation and maintenance of the Projects, Assignor has

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entered into that certain Credit Agreement, dated as of June 9, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with GEYSERS INTERMEDIATE HOLDINGS LLC, a Delaware limited liability company, as Holdings (“Holdings”), GEYSERS COMPANY, LLC, a Delaware limited liability company (“Geysers Company”), WILD HORSE GEOTHERMAL, LLC, a Delaware limited liability company (“Wild Horse”) and CALISTOGA HOLDINGS, LLC, a Delaware limited liability company (“Calistoga,” and, together with Holdings, Geysers Company and Wild Horse, each a “Guarantor” and together, the “Guarantors”), MUFG BANK, LTD., as administrative agent for the Lenders, MUFG UNION BANK, N.A., as collateral agent for the First Lien Secured Parties, and the financial institutions from time to time parties thereto in such other capacities as described therein (collectively, the “Lenders”).

C. Contracting Party and Assignor have entered into that certain [*Insert description of relevant Major Project Contract(s)*], dated as of [_____] [____], [_____] (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof and hereof, the “Assigned Agreement”).

D. As security for Assignor’s obligations under the Credit Agreement and related financing documents with respect to the Loans and related obligations, Assignor has granted, pursuant to a security agreement executed by Assignor and First Lien Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), to the First Lien Collateral Agent, for the benefit of the First Lien Secured Parties, a first priority lien on all of Assignor’s right, title and interest in the Projects and other rights and interests relating thereto, whenever arising, including, without limitation, the Assigned Agreement and all of Assignor’s right, title and interest under (but not any of Assignor’s obligations, liabilities or duties with respect thereto) the Assigned Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree, notwithstanding anything in the Assigned Agreement to the contrary, as follows:

1. Assignment and Agreement.

1.1 Consent to Assignment. Contracting Party (a) is hereby notified and acknowledges that the Lenders have entered into the Credit Agreement and made the extensions of credit contemplated thereby in reliance upon the execution and delivery by Contracting Party of the Assigned Agreement and this Consent, (b) consents to the collateral assignment under the Security Agreement of all of Assignor’s right, title and interest in, to and under the Assigned Agreement, including, without limitation, all of Assignor’s rights to receive payment and all payments due and to become due to Assignor under or with respect to the Assigned Agreement (collectively, the “Assigned Interests”) and (c) acknowledges the right of First Lien Collateral Agent or a Subsequent Owner (as defined below), upon written notice to Contracting Party (“Step-in Notice”), to make all demands, give all notices, take all actions and exercise all rights of Assignor under the Assigned Agreement. Assignor agrees that (a) Contracting Party may rely, without investigation, on the Step-in Notice being fully authorized and consented to by Assignor with respect to all matters set forth therein, and (b) upon Contracting Party’s receipt of such Step-In Notice, Contracting Party shall deal exclusively with of First Lien Collateral Agent with respect to all matters set forth therein.

1.2 Subsequent Owner. Contracting Party agrees that, if First Lien Collateral Agent notifies Contracting Party in writing that, pursuant to the Security Agreement, it has assigned, foreclosed or sold the Assigned Interests or any portion thereof, then (i) First Lien Collateral Agent or, subject to

Section 14.3 of the Assigned Agreement, its successor, assignee designee, or any purchaser of the Assigned Interests (a “Subsequent Owner”) shall be substituted for Assignor under the Assigned Agreement and (ii) Contracting Party shall (1) recognize First Lien Collateral Agent or the Subsequent Owner, as the case may be, as its counterparty under the Assigned Agreement and (2) continue to perform its obligations under the Assigned Agreement in favor of First Lien Collateral Agent or the Subsequent Owner, as the case may be; provided that First Lien Collateral Agent or such Subsequent Owner, as the case may be, has assumed in writing all of Assignor’s rights and obligations (including, without limitation, the obligation to cure any then-existing payment and performance defaults, but excluding any obligation to cure any then-existing defaults which by their nature are incapable of being cured) under the Assigned Agreement.

1.3 Right to Cure. If Assignor defaults in the performance of any of its obligations under the Assigned Agreement, or upon the occurrence or non-occurrence of any event or condition under the Assigned Agreement which would immediately or with the passage of any applicable grace period or the giving of notice, or both, enable Contracting Party to terminate or suspend its performance under the Assigned Agreement (each hereinafter a “default”), Contracting Party shall not terminate or suspend its performance under the Assigned Agreement until it first gives written notice of such default to First Lien Collateral Agent and affords First Lien Collateral Agent a period of at least 30 days (or if such default is a nonmonetary default, such longer period (not to exceed 60 days) as may be required so long as First Lien Collateral Agent has commenced and is diligently pursuing appropriate action to cure such default) from receipt of such notice to cure such default; provided, however, that (a) if possession of the Projects is necessary to cure such nonmonetary default and First Lien Collateral Agent has commenced foreclosure proceedings, First Lien Collateral Agent shall be allowed a reasonable time to complete such proceedings, and (b) if First Lien Collateral Agent is prohibited from curing any such nonmonetary default by any process, stay or injunction issued by any governmental authority or pursuant to any bankruptcy or insolvency proceeding or other similar proceeding involving Assignor, then the time periods specified herein for curing a default shall be extended for the period of such prohibition.

1.4 No Amendments.

(a) Except to the extent Assignor is permitted under the Credit Agreement to enter into amendments of the Assigned Agreement, as to which First Lien Collateral Agent agrees Contracting Party may rely solely on Assignor’s representation without investigation, Contracting Party agrees that it shall not, without the prior written consent of First Lien Collateral Agent, enter into any novation, material amendment or other material modification of the Assigned Agreement.

(b) Contracting Party agrees that it shall not, without the prior written consent of First Lien Collateral Agent, (i) sell, assign or otherwise transfer any of its rights under the Assigned Agreement (except as contemplated pursuant to Section 14.4 of the Assigned Agreement), (ii) terminate, cancel or suspend its performance under the Assigned Agreement (unless it has given First Lien Collateral Agent notice and an opportunity to cure in accordance with Section 1.3 hereof), (iii) consent to any assignment or other transfer by Assignor of its rights under the Assigned Agreement, or (iv) consent to any voluntary termination, cancellation or suspension of performance by Assignor under the Assigned Agreement.

1.5 Replacement Agreements. In the event the Assigned Agreement is rejected or terminated as a result of any bankruptcy, insolvency, reorganization or similar proceeding affecting Assignor, Contracting Party shall, at the option of First Lien Collateral Agent exercised within 45 days after such rejection or termination, enter into a new agreement with First Lien Collateral Agent having identical terms as the Assigned Agreement (subject to any conforming changes necessitated by the substitution of parties and other changes as the parties may mutually agree), provided that (i) the term under such new agreement shall be no longer than the remaining balance of the term specified in the Assigned Agreement,

and (ii) upon execution of such new agreement, First Lien Collateral Agent cures any outstanding payment and performance defaults under the Assigned Agreement, excluding any performance defaults which by their nature are incapable of being cured.

1.6 Limitations on Liability. Contracting Party acknowledges and agrees that First Lien Collateral Agent shall not have any liability or obligation to Contracting Party under the Assigned Agreement as a result of this Consent or otherwise, nor shall First Lien Collateral Agent be obligated or required to (a) perform any of Assignor's obligations under the Assigned Agreement, except during any period in which First Lien Collateral Agent has assumed Assignor's rights and obligations under the Assigned Agreement pursuant to Section 1.2 above, or (b) take any action to collect or enforce any claim for payment assigned under the Security Agreement. If First Lien Collateral Agent has assumed Assignor's rights and obligations under the Assigned Agreement pursuant to Section 1.2 above or has entered into a new agreement pursuant to Section 1.5 above, First Lien Collateral Agent's liability to Contracting Party under the Assigned Agreement or such new agreement, and the sole recourse of Contracting Party in seeking enforcement of the obligations under such agreements, shall be limited to the interest of First Lien Collateral Agent in the Project.

1.7 Delivery of Notices. Contracting Party shall deliver to First Lien Collateral Agent, concurrently with the delivery thereof to Assignor, a copy of each notice, request or demand given by Contracting Party to Assignor pursuant to the Assigned Agreement relating to (a) a default by Assignor under the Assigned Agreement, and (b) any matter that would require the consent of First Lien Collateral Agent pursuant to Section 1.4 above.

1.8 Transfer. First Lien Collateral Agent shall have the right to assign all of its interest in the Assigned Agreement or a new agreement entered into pursuant to the terms of this Consent and Section 14.3 of the Assigned Agreement; provided that such transferee assumes in writing the obligations of Assignor or First Lien Collateral Agent, as applicable, under the Assigned Agreement or such new agreement. Upon such assignment, First Lien Collateral Agent shall be released from any further liability under the Assigned Agreement or such new agreement to the extent of the interest assigned.

1.9 Refinancing. [Contracting Party hereby acknowledges that Assignor may, from time to time during the term of the Assigned Agreement, refinance the indebtedness incurred under the Credit Agreement pursuant to another bank financing, an institutional financing, a capital markets financing, a lease financing or any other combination thereof or other form of financing. In connection with any such refinancing, Contracting Party hereby consents to any collateral assignment or other assignment of the Assigned Agreement in connection therewith and agrees that the terms and provisions of this Consent shall apply with respect to such assignment and shall inure to the benefit of the parties providing such refinancing. In furtherance of the foregoing, Contracting Party agrees that (i)(1) references in this Consent to the "First Lien Collateral Agent" and the "First Lien Secured Parties" shall be deemed to be references to the applicable financing parties providing such refinancing, and (2) references in this Consent to the "Credit Agreement" and the "Security Agreement" shall be deemed to be references to the corresponding agreements entered into in connection with such refinancing, and (ii) if requested by Assignor, it shall enter into a new consent, substantially in the form of this Consent, in favor of the parties providing such refinancing.]¹⁰

2. Payments under the Assigned Agreement.

2.1 Payments. Contracting Party shall pay all amounts (if any) payable by it under the Assigned Agreement in the manner and as and when required by the Assigned Agreement directly

¹⁰ This Section 1.9 to be included at Borrowers election and with such changes as Borrower may reasonably request.

into the account specified on Exhibit A hereto, or to such other person, entity or account as shall be specified from time to time by First Lien Collateral Agent to Contracting Party in writing. Notwithstanding the foregoing, if any entity or person has become a Subsequent Owner pursuant to the terms hereof, then Contracting Party shall pay all such amounts directly to such Subsequent Owner or an account designated by Subsequent Owner.

2.2 No Offset, Etc. All payments required to be made by Contracting Party under the Assigned Agreement shall be made without any offset, recoupment, abatement, withholding, reduction or defense whatsoever, other than those allowed by the terms of the Assigned Agreement.

3. Representations and Warranties of Contracting Party. Contracting Party hereby represents and warrants, in favor of First Lien Collateral Agent, as of the date hereof, that:

(a) Contracting Party (i) is a joint powers authority and community choice aggregator, duly organized and validly existing under the laws of the State of California and the rules, regulations and orders of the California Public Utilities Commission, (ii) is duly qualified, authorized to do business and in good standing in every jurisdiction necessary to perform its obligations under the Assigned Agreement and this Consent, and (iii) has all requisite power and authority to enter into and to perform its obligations hereunder and under the Assigned Agreement, and to carry out the terms hereof and thereof and the transactions contemplated hereby and thereby;

(b) the execution, delivery and performance by Contracting Party of this Consent and the Assigned Agreement have been duly authorized by all necessary corporate or other action on the part of Contracting Party and do not require any approvals, filings with, or consents of any entity or person which have not previously been obtained or made;

(c) each of this Consent and the Assigned Agreement is in full force and effect, has been duly executed and delivered on behalf of Contracting Party by the appropriate officers of Contracting Party, and constitutes the legal, valid and binding obligation of Contracting Party, enforceable against Contracting Party in accordance with its terms, except as the enforceability thereof may be limited by (i) bankruptcy, insolvency, reorganization or other similar laws affecting the enforcement of creditors' rights generally, and (ii) general equitable principles (whether considered in a proceeding in equity or at law);

(d) there is no litigation, action, suit, proceeding or investigation pending or (to Contracting Party's actual knowledge) threatened against Contracting Party before or by any court, administrative agency, arbitrator or governmental authority, body or agency which, if adversely determined, individually or in the aggregate, (i) could adversely affect the performance by Contracting Party of its obligations hereunder or under the Assigned Agreement, or which could modify or otherwise adversely affect any required approvals, filings or consents which have previously been obtained or made, (ii) could have a material adverse effect on the condition (financial or otherwise), business or operations of Contracting Party, or (iii) questions the validity, binding effect or enforceability hereof or of the Assigned Agreement, any action taken or to be taken pursuant hereto or thereto or any of the transactions contemplated hereby or thereby;

(e) the execution, delivery and performance by Contracting Party of this Consent and the Assigned Agreement, and the consummation of the transactions contemplated hereby and thereby, will not result in any violation of, breach of or default under any term of its formation or governance documents, or of any contract or agreement to which it is a party or by which it or its property is bound, or of any license, permit, franchise, judgment, injunction, order, law, rule or regulation applicable to it, other than any such violation, breach or default which could not reasonably be expected to have a material adverse effect on Contracting Party's ability to perform its obligations under the Assigned Agreement;

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(f) neither Contracting Party nor, to Contracting Party's actual knowledge without investigation, any other party to the Assigned Agreement, is in default of any of its obligations thereunder;

(g) to Contracting Party's actual knowledge, and without investigation with respect to matters pertaining to Assignor, (i) no event of force majeure exists under, and as defined in, the Assigned Agreement, and (ii) no event or condition exists which would either immediately or with the passage of any applicable grace period or giving of notice, or both, enable either Contracting Party or Assignor to terminate or suspend its obligations under the Assigned Agreement; and

(h) the Assigned Agreement and this Consent are the only agreements between Assignor and Contracting Party with respect to the Project.

Each of the representations and warranties set forth in this Section 3 shall survive the execution and delivery of this Consent and the Assigned Agreement for a period of one year from the date hereof.

4. Miscellaneous.

4.1 Notices. Any communications between the parties hereto or notices provided herein to be given may be given to the following addresses:

If to Assignor:

[Insert Address of GEYSERS POWER COMPANY, LLC]

Facsimile: []

Telephone: []

Attention: []

If to Contracting Party:

Facsimile: _____

Telephone: _____

Attention: _____

If to First Lien Collateral Agent:

Facsimile: _____

Telephone: _____

Attention: _____

All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered as properly given (a) if delivered in person, (b) if sent by overnight delivery service (including Federal Express, UPS, DHL and other similar overnight delivery services), (c) in the event overnight delivery services are not readily available, if mailed by first class United States Mail, postage prepaid, registered or certified with return receipt requested, (d) if sent by prepaid telegram or by facsimile or (e) if sent by other electronic means (including electronic mail) confirmed by any means in which a

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notice or other communications may be provided hereunder (including electronic mail). Any party may change its address for notice hereunder by giving of 30 days' notice to the other parties in the manner set forth hereinabove.

4.2 Governing Law; Submission to Jurisdiction.

(a) THIS CONSENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH, AND BE GOVERNED BY, THE LAWS OF THE STATE OF CALIFORNIA(WITHOUT GIVING EFFECT TO THE PRINCIPLES THEREOF RELATING TO CONFLICTS OF LAW).

(b) Any legal action or proceeding with respect to this Consent and any action for enforcement of any judgment in respect thereof may be brought in the courts of the State of California or of the United States of America for the Central District of California, and, by execution and delivery of this Consent, Contracting Party hereby accepts for itself and in respect of its property, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts and appellate courts from any appeal thereof. Contracting Party irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to Contracting Party at its notice address provided pursuant to Section 4.1 hereof. Contracting Party hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Consent brought in the courts referred to above and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

4.3 Counterparts. This Consent may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart to this Consent by facsimile or "pdf" transmission shall be as effective as delivery of a manually signed original.

4.4 Headings Descriptive. The headings of the several sections and subsections of this Consent are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Consent.

4.5 Severability. In case any provision in or obligation under this Consent shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

4.6 Amendment, Waiver. Neither this Consent nor any of the terms hereof may be terminated, amended, supplemented, waived or modified except by an instrument in writing signed by Contracting Party and First Lien Collateral Agent.

4.7 Successors and Assigns. This Consent shall bind and benefit Contracting Party, First Lien Collateral Agent, and their respective successors and assigns.

4.8 Third Party Beneficiaries. Contracting Party and First Lien Collateral Agent hereby acknowledge and agree that the First Lien Secured Parties are intended third party beneficiaries of this Consent.

4.9 WAIVER OF TRIAL BY JURY. TO THE EXTENT PERMITTED BY

Exhibit H - 8

APPLICABLE LAW, CONTRACTING PARTY, ASSIGNOR AND COLLATERAL AGENT HEREBY IRREVOCABLY WAIVE ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR IN CONNECTION WITH THIS CONSENT OR ANY MATTER ARISING HEREUNDER.

4.10 Entire Agreement. This Consent and any agreement, document or instrument attached hereto or referred to herein integrate all the terms and conditions mentioned herein or incidental hereto and supersede all oral negotiations and prior writings between the parties hereto in respect of the subject matter hereof. In the event of any conflict between the terms, conditions and provisions of this Consent and any such agreement, document or instrument (including, without limitation, the Assigned Agreement), the terms, conditions and provisions of this Consent shall prevail.

4.11 Termination of Consent. This Consent shall terminate upon the earliest to occur of (a) the termination or cancellation of the Assigned Agreement in accordance with its terms and in accordance with the terms of this Consent (it being understood that this Consent shall not terminate but shall remain in effect in the circumstances described in Section 1.5 above in respect of any new agreement entered into in accordance with such Section), (b) the expiration of the term of the Assigned Agreement and (c) the termination of the Security Agreement in accordance with its terms.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto, by their officers duly authorized, intending to be legally bound, have caused this Consent and Agreement to be duly executed and delivered as of the date first above written.

GEYSERS POWER COMPANY, LLC,
a Delaware limited liability company,
as Assignor

By: _____
Name:
Title:

[*Insert Name of Contracting Party*],
a [_____] ,
as Contracting Party

By: _____
Name:
Title:

Accepted and Agreed to:

MUFG UNION BANK, N.A.,
solely in its capacity as First Lien Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT A to
Consent and Agreement

PAYMENT INSTRUCTIONS

[INSERT PAYMENT INSTRUCTIONS FOR APPROPRIATE ACCOUNT(S)]

Exhibit I

EXHIBIT I

CPM Adjustment Factors

Month	Multiplier
January	50%
February	50%
March	50%
April	50%
May	100%
June	100%
July	250%
August	250%
September	250%
October	100%
November	50%
December	50%

Staff Report – Agenda Item 8

To: Clean Power Alliance (CPA) Board of Directors

From: Matthew Langer, Chief Operating Officer

Approved By: Ted Bardacke, Executive Director

Subject: Adopt Resolution No. 21-06-014 to Approve New Rates for Phase 1 & 2 Non-Residential Customers, Resolution No. 21-06-015 to Approve New Rates for Phase 4 & 5 Non-Residential Customers, and Resolution No. 21-06-016 to Approve New Rates for Phase 3 & 5 Residential Customers

Date: June 3, 2021

RECOMMENDATIONS

Adopt Resolution No. 21-06-014 to Approve New Rates for Phase 1 & 2 Non-Residential Customers, Resolution No. 21-06-015 to Approve New Rates for Phase 4 & 5 Non-Residential Customers, and Resolution No. 21-06-016 to Approve New Rates for Phase 3 & 5 Residential Customers.

BACKGROUND

Rates and Costs

2021 is a uniquely challenging rate environment for CPA driven by a variety of factors, including a large increase to the Power Charge Indifference Adjustment (PCIA), the timing of when SCE generation rates were set compared to current energy market conditions, and increasing costs for energy and resource adequacy.

On February 1, SCE implemented new rates that increased delivery charges by 14% for all customers and increased the PCIA by 27% for CPA customers while SCE's generation rate remained flat. The full year impact of adjusting CPA rates downward to within CPA's standard rate targets, based on SCE's February rates and PCIA, would have resulted in a revenue reduction of 8% or ~\$65 million.

At the same time, CPA has seen significant procurement cost increases for resource adequacy, energy, and congestion, along with increased bad debt expense related to the economic impacts of COVID. Absent action, increased costs would have led to a ~\$100 million revenue shortfall in FY 2021/22.

At the April 1 Board meeting, the Board decided to modify CPA's power content for 2021 and 2022, yielding an expected cost savings of \$16.7 million. The Board also took action to reduce data manager expenses by ~\$1.3 million and banking costs by ~\$60,000. After implementing these cost savings measures, CPA still faces an ~\$90 million revenue requirement shortfall that must be addressed in rates.

Rate Setting Approach

CPA's current rates were adopted on May 7, 2020 and were set to adhere to the SCE rate comparison targets previously adopted by the Board (1-2% discount for Lean Power, parity for Clean Power, and 7-9% premium for 100% Green Power).

At the April 1 Board meeting, staff presented a Cost of Service (COS) analysis and several rate setting approach options for discussion. The Cost of Service analysis showed that, based on current rates, Lean and Clean were 10.9% and 15.9% below their cost of service, respectively, while 100% Green was 2.3% below cost of service. Residential customers were collectively \$57 million below cost of service, driven primarily those customers on the Lean and Clean rates. Small and medium commercial customers were closest to cost of service for all products.

Based on feedback from the Board, staff developed additional options and presented them to the Executive Committee on April 21. Staff also conducted customer surveys and consulted the Community Advisory Committee to obtain input on an array of rate setting approaches to help inform the Board's decision.

At the May 6 Board meeting, the board considered the updated options and, for FY 2021/22, adopted a modified COS approach that included no CPA rate increase for

CARE¹ customers and maintained the current the 100% Green premium target for residential customers at no more than 9%. In addition, this approach moves a small number of Phase 2 customers to the “subset” group that was established in June of 2019 (discussed further below).

This approach sets each rate product (Lean Power, Clean Power, and 100% Green Power) based on the total COS to serve customers on each rate, rather than the rate comparison ranges approved by the Board in 2019. This results in increases to Lean Power and Clean Power, which were being charged less than actual cost, while 100% Green’s cost of service falls within the 7-9% rate target for residential customers.

CARE customers are protected by holding their CPA rates at current levels. In order to mitigate some of the impact of the rate increase on Lean and Clean customers, residential 100% Green customer rates are increased to the top of the range (i.e. 9%), placing them slightly above their Cost of Service but within the target range while small and medium business 100% Green customer rates are set to 9.5%.

Following COS sends customers a clear signal about the relative value of CPA’s products. COS rates reflect the current cost environment.²

Rate Comparison Context

SCE plans to implement an additional rate change in summer 2021 that is expected to increase both SCE delivery and generation rates, reducing the current rate differential between SCE and CPA rates. The rate comparisons for all rate setting approaches considered are based on estimates of these summer 2021 SCE rate changes. These estimates are based on the best available information about timing and magnitude of the

¹ California Alternate Rates for Energy (CARE) is a bill assistance program offered to customers who meet certain requirements, including income requirements. When referring to CARE customer rates, other programs that protect low-income and vulnerable customers, such as Family Electric Rate Assistance (FERA) and Medical Baseline Allowance, will also receive the protection.

² Note that COS is not static and it is a coincidence that current COS for 100% Green falls within the targets set in August of 2018 for that rate product. Future COS-based rate setting could see swings in different directions for different rate products.

changes; CPA could decide to change rates again later in the year in response to SCE rate changes.

The table below shows total bill premiums between CPA rates and SCE base rates after the anticipated summer SCE rate change goes into effect. These values reflect rates that do not cover CPA's costs in FY2021/22 and are provided as reference only for comparison to the rates being proposed.

	Lean	Clean	100% Green
Residential	1.2%	1.8%	7.9%
Residential-CARE	1.8%	2.8%	2.8%
Small/Medium Business	0.8%	1.6%	8.7%

RATES PROPOSAL

The rates proposal implements the rate setting approach adopted by the Board on May 6 and updates rates for CPA's specialty rates and programs. Overall, the rates proposal meets CPA's FY2021/22 revenue requirements in the final proposed FY 2021/22 budget (Item 9), including a \$29.9 million contribution to the net position and maintenance of the Fiscal Stabilization Fund balance at \$17.4 million.

Over 95% of CPA's customers are served on CPA's Residential and Small/Medium Business rates. The rate comparisons shown below illustrate the bill differentials to SCE's projected summer rate change in percentage and monthly dollars terms under the proposed rates. These comparisons are slightly higher (0.1-0.3%, or 40-60 cents/month) for Lean and Clean Residential and Small/Medium Business customers than those presented at the May 6, 2021 Board meeting. This small adjustment is necessary to offset the impact of the continued increase in forward energy prices and reduced revenue based on assumptions about customer opt-out behavior based on the new rates.

	Lean	Clean	100% Green
Residential	5.5%	6.3%	9.0%
Residential-CARE	1.8%	2.8%	2.8%
Small/Medium Business	6.2%	7.2%	9.5%

	Lean	Clean	100% Green
Residential	\$9.22	\$10.56	\$15.13
Residential-CARE	\$1.94	\$3.08	\$3.08
Small Business	\$13.93	\$16.00	\$21.18

CARE Customer Impact

Under the proposal, CARE customers' CPA rates are held at the rates set by the Board in May of 2020. This represents a \$10.1 million benefit to CPA's most vulnerable customers. Based on feedback from the Board and other stakeholders, protecting CARE customers is an important aspect of CPA's rate setting approach. Notably, 29% of CPA's residential customers are on CARE rates, including 34% of residential customers in Lean and Clean jurisdictions where the rate increases are the largest. By excluding CARE customers from CPA's proposed rate increases, the impact is limited to those customers who generally have a greater ability to pay. CARE customers located in 100% Green default jurisdictions will continue to receive 100% Green Power at the subsidized rate, which is priced at the same rate as the Clean Power product.

Subset Customers

Subset rates (GS-3, PA-2, PA-3, TOU-8, Lighting) for 2018 vintage customers are reset to cover the current cost of service as they have been since the subset rates were introduced in 2019. 2017 vintage customers (non-residential customers in Rolling Hills Estates, South Pasadena and unincorporated Los Angeles County) on these rates were previously excluded from the subset group because they had a lower PCIA. The proposed rates move 2017 vintage GS-3 and TOU-8 customers onto the same subset rates as the 2018 vintage, as their PCIA's are now nearly the same. This impacts about 325 customer accounts in those three jurisdictions.

Peak Management Pricing

Staff is also recommending adoption of updated rates for the Peak Management Pricing (PMP) demand response program. 2021 will be CPA's third year with PMP. With these new rates, CPA will continue the program, seek to grow enrollment, and gather more data on customer behavior during demand response events.

Wind Machine Credit

This rate change also includes the authorization of existing rate factors for the wind machine credit. This is a credit offered by SCE to small and medium sized bundled agricultural customers that utilize wind machines to prevent crop freezing. The Board adopted this credit on June 6, 2019 Board meeting for Phase 4 customers that were receiving the credit from SCE prior to CPA enrollment. No new customers are eligible for the wind machine credit, and it is not applicable to Phase 1 and 2 customers as there were no Phase 1 and 2 customers receiving the credit from SCE prior to CPA enrollment.

Power Share Rates

Power Share is a CPA program funded through the CPUC that offers 20% bill discounts to low-income residential customers in Disadvantaged Communities (DACs) who receive 100% renewable energy from qualified projects located in DACs in Southern California. The discount appears on the CPA portion of the bill, but reflects an overall discount to the entire bill, including SCE delivery charges. This requires CPA to create and regularly update special Power Share rates to ensure customers get the correct 20% overall bill discount. The proposed residential rates include updated Power Share rates to maintain the 20% total bill discount based on current SCE delivery rates and the proposed new CPA generation rates.³

CUSTOMER COMMUNICATIONS

CPA customers have been invited to share their views on rates and organizational priorities via a survey on CPA's website; announcement of the survey has been provided on all customer bills since early April and included in CPA's monthly newsletter. About 225 people visited the webpage, and 73 people responded to the survey.

Survey respondents indicated their energy provider priorities in the following order: reliability, environmental impact and cost (tied), choice of products/rates, locally owned, and supports the community. We also learned that customers prefer to get information about their energy provider through email, mail or text message. Staff will use this

³ Note that the Board previously authorized staff to update Power Share Rates when SCE changes its rates or charges so that enrolled customers continue to receive the 20 percent discount on their otherwise applicable tariff. Accordingly, Power Share rates were updated following the February 1, 2021 SCE rate change and will be updated again after SCE's summer 2021 rate change without requiring Board action.

feedback to tailor the messaging and outreach as we implement the rate change and execute other agency initiatives.

The updated rates will be communicated on customer bills and on the agency's website. In terms of messaging, CPA will continue to be transparent about the rates. However, staff will tell the full CPA story, including investments in reliability and the positive impact on the environment, instead of simply focusing on rates. Furthermore, staff will put the impact of the rate change into context of the entire bill, where CPA's portion is an ever smaller share. Finally, staff will emphasize the agency's commitment to supporting vulnerable communities and customers, by freezing rates for CARE/FERA and Medical Baseline customers.

While the messaging will be included on the website and in social posts, the messages will also be communicated through ongoing promotional campaigns for bill assistance and time of use rates.

FUTURE RATE CHANGES

Staff will continue to monitor changes to SCE rate changes, several of which are anticipated between summer 2021 and early 2022, as well as energy market volatility. While CPA's aim is to adjust rates only once per year, these changes may warrant consideration of interim rate adjustments. Additionally, staff will be considering how CPA's rate setting could evolve in 2022, including whether cost of service rates should be used more extensively. Lastly, as previously discussed with the Board, CPA residential customers will be transitioning to time of use rates in early 2022. Staff will provide updates on TOU transition later in 2021.

ATTACHMENTS

- 1) [FY 2021/22 Rate Change Presentation](#)
- 2) [Resolution No. 21-06-014](#)
- 3) [Resolution No. 21-06-015](#)
- 4) [Resolution No. 21-06-016](#)
- 5) [Forecasted Schedule of Upcoming SCE Rate Changes](#)



Item 8

FY 2021/22 Rate Change

June 3, 2021

Introduction

- Staff is recommending a rate change, effective July 1, 2021, to implement rates pursuant to the approach approved by the Board at its May meeting
 - The proposed rates reflect a revenue requirement consistent with FY 2021/22 budget which the Board is also considering today
- The staff proposal is the result of several months of discussion with the Board about rates and power costs
 - **April 1 Board meeting:** four initial rate setting approach options were presented to the Board; Board acted to change power content for Lean Power and Clean Power
 - **April 21 Executive Committee meeting:** staff presented updated rate setting options and arrived at a recommended approach
 - **May 6 Board meeting:** Board adopted a rate setting approach

Rate Setting Approach

The rate setting approach adopted by the Board in May does the following:

- Lean and Clean rates are increased to levels that recover the cost of service (COS) for those customers, above the previous rate ranges
- 100% Green residential rates are set to a 9% premium to SCE rates, which is at the high end of the previous rate ranges
- 100% Green small and medium business customer rates are set at a 9.5% premium to SCE rates, slightly above the previous range
- CARE, FERA and Medical Baseline customer rates are held at current levels; all other rates are increased 0.4%-1.4% to provide this benefit
- “Subset” rates are adjusted to cover COS, consistent with existing approach
- 2017 PCIA vintage GS-3 and TOU-8 (~325 customers in Unincorporated LA County, South Pasadena and Rolling Hills Estates) are added to CPA’s existing subset group

Net Energy Revenue – Rate Differentials

- Rate differentials for Lean and Clean residential and small business customers are proposed to increase by 0.2% and 0.3% respectively compared to the May Board meeting forecast differentials
- The increase in rate differentials:
 - Offsets the impacts of continued rising energy forward prices and revenue decrease from potential customer opt outs
 - Increases revenue by approximately \$6 million allowing CPA to nearly achieve its target increase in net position (\$30 million)
 - Has an average additional bill impact of approximately 40 cents and 60 cents per month for residential and small business customers respectively compared to May Board meeting forecast

Rate Comparison Results Expected Comparison as of Summer

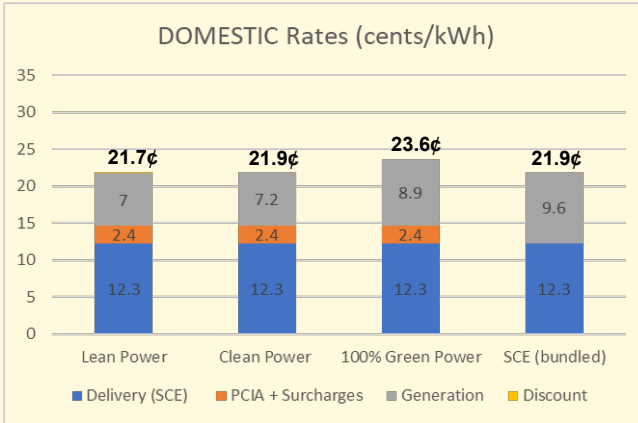
- The table shows total bill premiums between current CPA rates and SCE's base rate
- Values reflect comparison based on estimated summer SCE rate change
- Values reflect rates that do not cover CPA's costs in FY 2021/22

	Lean	Clean	100% Green
Residential	1.2%	1.8%	7.9%
Residential-CARE	1.8%	2.8%	2.8%
Small/Medium Business	0.8%	1.6%	8.7%

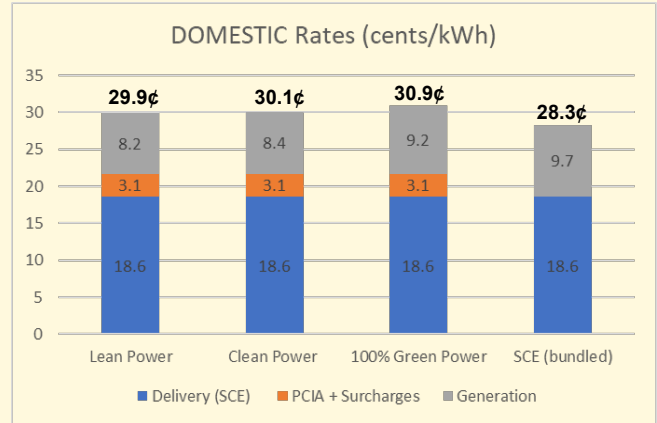
- **Important Caveat:** Rate premiums shown are based on estimates of future SCE rate changes; staff estimates are based on the best available information about timing and magnitude of the changes; CPA could decide to change rates later in the year in response to SCE rate changes

Proposed July Rate Adjustment – DOMESTIC Rate

Rates Approved May 7, 2020



Proposed Rates for July 1, 2021



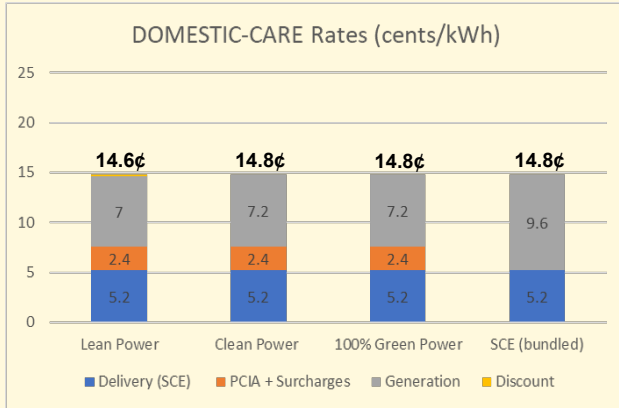
Surcharges = Franchise Fee and Competition Transition Charge (CTC)

Bill premiums for typical customer between CPA rates and SCE's base rate based on estimated summer SCE rate change

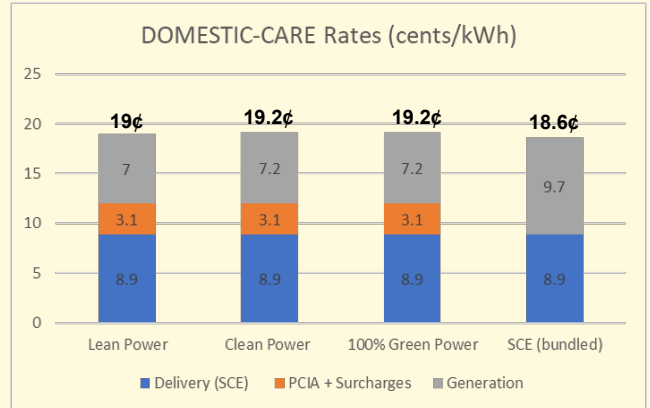
	Lean Power	Clean Power	100% Green Power
Percentage Premium	5.5%	6.3%	9.0%
Dollar Premium	\$9.22	\$10.56	\$15.13

Proposed July Rate Adjustment – DOMESTIC-CARE Rate

Rates Approved May 7, 2020



Proposed Rates for July 1, 2021



Surcharges = Franchise Fee and Competition Transition Charge (CTC)

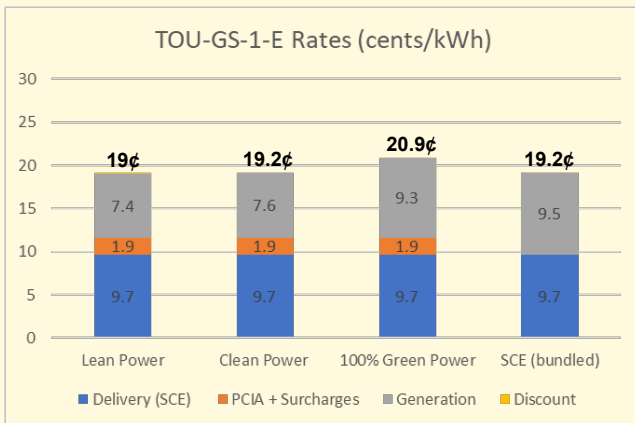
100% Green Power reflects 100% Green Default Jurisdiction Rates

Bill premiums for typical customer between CPA rates and SCE's base rate based on estimated summer SCE rate change

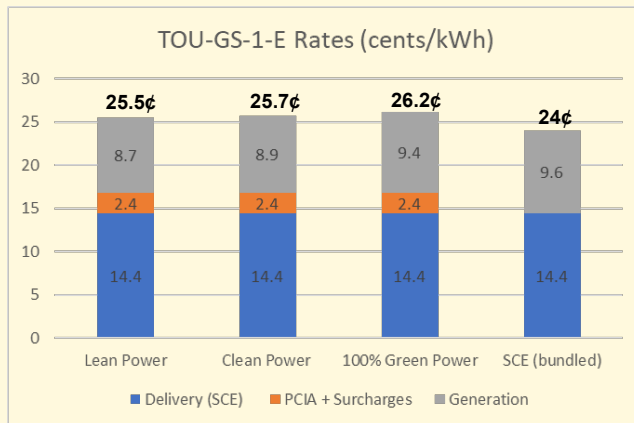
	Lean Power	Clean Power	100% Green Power
Percentage Premium	1.8%	2.8%	2.8%
Dollar Premium	\$1.94	\$3.08	\$3.08

Proposed July Rate Adjustment – TOU-GS-1-E Rate

Rates Approved May 7, 2020



Proposed Rates for July 1, 2021



Surcharges = Franchise Fee and Competition Transition Charge (CTC)

Bill premiums for typical customer between CPA rates and SCE's base rate based on estimated summer SCE rate change

	Lean Power	Clean Power	100% Green Power
Percentage Premium	6.2%	7.2%	9.5%
Dollar Premium	\$13.93	\$16.00	\$21.18

Messaging Approach

Transparency

- Advertised on bills during April and May
- Put impact into context – CPA charges account for approximately 1/3 of the customer's bill

Listen to feedback

- People care about reliability and then environmental impact and cost in that order
- People want to know how they can save money

Tell the CPA story

- Reliability
- Environmental impact
- Low-income support CARE/FERA/Medical Baseline Customers excluded from rate change
- Economic development
- Community investment

June and July

- Update website content, calculator, move in mailers, and all collateral material re: new rates
- Notify subset customers
- Continue campaign re: bill assistance options (Power Share, AMP, CARE/FERA)
- Launch parallel campaign about managing usage to reduce bills and GHG emissions

Summary and Next Steps

- **Recommendation:** adopt the proposed rates effective July 1, 2021
- Staff will continue communications to ensure customers are informed of the changes and their options
- Future rate changes
 - Staff will continue to monitor SCE rate changes, several of which are anticipated between summer 2021 and early 2022
 - Although CPA's goal is to limit rate changes to once each year, SCE rate changes or market volatility could warrant additional changes
 - Staff is evaluating how COS rate setting could be expanded in 2022
 - Residential customers will be transitioning to default Time of Use rates beginning in early 2022; staff will update the Board later this year

RESOLUTION NO. 21-06-014**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA
TO APPROVE 2021 RATES FOR PHASES 1 & 2 FOR NON-
RESIDENTIAL CUSTOMERS****THE BOARD OF DIRECTORS OF THE CLEAN POWER ALLIANCE OF SOUTHERN
CALIFORNIA DOES HEREBY FIND, RESOLVE, AND ORDER AS FOLLOWS:**

WHEREAS, the Clean Power Alliance of Southern California (formerly known as Los Angeles Community Choice Energy Authority) ("Clean Power Alliance" or "CPA") was formed on June 27, 2017;

WHEREAS, on February 1, 2018, Phase 1 commenced with the enrollment of all municipal accounts in unincorporated Los Angeles County, necessitating the adoption of Phase 1 non-residential rates;

WHEREAS, on June 1, 2018, Phase 2 commenced with the enrollment of all non-residential customers in unincorporated Los Angeles County, South Pasadena, and Rolling Hills Estates, necessitating the adoption of Phase 2 non-residential rates;

WHEREAS, on August 16, 2018, the CPA Board of Directors ("Board") directed staff to procure energy for three rate products (36% renewable, 50% renewable, and 100% renewable) within cost targets for each product and maximize non-emitting energy resources for the non-renewable portions of the portfolio ("August 2018 Approval");

WHEREAS, on June 6, 2019, the Board authorized rates for the implementation of the Peak Management Pricing demand response program;

WHEREAS, on June 6, 2019, the Board authorized rates for CPA rate schedules TOU-8, TOU-GS-3, TOU-PA-2, TOU-PA-3, and street/area lighting for Phase 4 customers ("Subset Customers") to be outside the August 2018 Approval targets from January to May and from October to December and to stay within the August 2018 Approval targets from June to September ("Subset Rates");

WHEREAS, the Board authorized these Subset Rates due to the imbalance in the cost to serve these Subset Customers compared to the relative revenue impact;

WHEREAS, on April 1, 2021 the Board directed staff to adopt changes in the procurement of CPA's three rate products for calendar years 2021 and 2022 such that (i) Lean Power would contain 40% greenhouse gas ("GHG") free energy, (ii) Clean Power would contain 40% renewable energy and 10% GHG free energy, and (iii) 100% Green Power would contain 100% renewable energy;

WHEREAS, on May 6, 2021, the Board approved a rate setting approach that directed staff to develop rates for each of CPA's three rate products based on the cost

to service (COS) each rate product provided that staff maintain a subsidy for CARE¹ rates at the levels adopted by the Board on May 7, 2020 and maintain 100% Green residential rates targeted at a 9% premium to SCE base rates (“Rate Setting Approach”). This Rate Setting Approach applies to Fiscal Year (FY) 2021/2022;

WHEREAS, under the Rate Setting Approach approved by the Board on May 6, 2021, the Board authorized that Phases 1 & 2 customers on CPA rate schedules TOU-8 and TOU-GS-3 be outside the Rate Setting Approach from January to May and from October to December and stay within the Rate Setting Approach targets from June to September (“2021 Subset Rate Approach”).

NOW THEREFORE, BE IT DETERMINED, ORDERED, AND RESOLVED, BY THE BOARD OF DIRECTORS OF THE CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA THAT:

1. The Rate Setting Approach will apply to all rates for Phases 1 and 2 customers except for Subset Rates as provided herein.
2. The proposed Phases 1 & 2 rate schedules as presented in Exhibit A are hereby approved effective July 1, 2021.
3. The proposed Phases 1 & 2 rate schedules for CARE customers as presented in Exhibit B are hereby approved effective July 1, 2021.
4. The proposed Peak Management Pricing rates as presented in Exhibit C are hereby approved effective July 1, 2021.
5. 2021 Subset Rate Approach will apply to TOU-8 and TOU-GS-3 rate schedules for Phases 1 & 2 customers effective July 1, 2021.

APPROVED AND ADOPTED this ____ day of _____ 2021.

Diana Mahmud, Chair

ATTEST:

Gabriela Monzon, Secretary

¹ When referring to CARE customer rates, other programs that protect low-income and vulnerable customers, such as FERA and Medical Baseline, will also receive the subsidy.

Exhibit A to Resolution 21-06-014
 2021 Phase 1 and 2 Non-residential Rate Schedules

CPA CODE	TYPE	SEASON	TOU PERIOD	LEAN	CLEAN	100% GREEN
TOU-GS-1-A	Energy	Summer	On-Peak	\$ 0.13306	\$ 0.13624	\$ 0.14516
TOU-GS-1-A	Energy	Summer	Mid-Peak	\$ 0.12339	\$ 0.12637	\$ 0.13464
TOU-GS-1-A	Energy	Summer	Off-peak	\$ 0.11762	\$ 0.12048	\$ 0.12838
TOU-GS-1-A	Energy	Winter	Mid-Peak	\$ 0.07501	\$ 0.07699	\$ 0.08201
TOU-GS-1-A	Energy	Winter	Off-peak	\$ 0.06538	\$ 0.06717	\$ 0.07155
TOU-GS-1-B	Energy	Summer	On-Peak	\$ 0.05880	\$ 0.06045	\$ 0.06437
TOU-GS-1-B	Energy	Summer	Mid-Peak	\$ 0.05379	\$ 0.05534	\$ 0.05892
TOU-GS-1-B	Energy	Summer	Off-peak	\$ 0.05079	\$ 0.05227	\$ 0.05566
TOU-GS-1-B	Energy	Winter	Mid-Peak	\$ 0.07501	\$ 0.07699	\$ 0.08201
TOU-GS-1-B	Energy	Winter	Off-peak	\$ 0.06538	\$ 0.06717	\$ 0.07155
TOU-GS-1-B	Demand	Summer	On-Peak	\$ 12.71	\$ 12.97	\$ 13.83
TOU-GS-1-B	Demand	Summer	Mid-Peak	\$ 4.04	\$ 4.12	\$ 4.40
TOU-GS-1-D	Energy	Summer	On-Peak	\$ 0.08905	\$ 0.09133	\$ 0.09728
TOU-GS-1-D	Energy	Summer	Mid-Peak	\$ 0.07870	\$ 0.08076	\$ 0.08602
TOU-GS-1-D	Energy	Summer	Off-peak	\$ 0.04371	\$ 0.04506	\$ 0.04798
TOU-GS-1-D	Energy	Winter	Mid-Peak	\$ 0.08279	\$ 0.08493	\$ 0.09049
TOU-GS-1-D	Energy	Winter	Off-peak	\$ 0.05310	\$ 0.05464	\$ 0.05821
TOU-GS-1-D	Energy	Winter	Super-Off-Peak	\$ 0.03475	\$ 0.03591	\$ 0.03822
TOU-GS-1-D	Demand	Summer	On-Peak	\$ 17.08	\$ 17.43	\$ 18.59
TOU-GS-1-D	Demand	Winter	Mid-Peak	\$ 3.97	\$ 4.05	\$ 4.31
TOU-GS-1-E	Energy	Summer	On-Peak	\$ 0.34553	\$ 0.35309	\$ 0.37635
TOU-GS-1-E	Energy	Summer	Mid-Peak	\$ 0.12512	\$ 0.12814	\$ 0.13661
TOU-GS-1-E	Energy	Summer	Off-peak	\$ 0.07153	\$ 0.07345	\$ 0.07832
TOU-GS-1-E	Energy	Winter	Mid-Peak	\$ 0.14811	\$ 0.15161	\$ 0.16161
TOU-GS-1-E	Energy	Winter	Off-peak	\$ 0.06009	\$ 0.06177	\$ 0.06588
TOU-GS-1-E	Energy	Winter	Super-Off-Peak	\$ 0.03087	\$ 0.03194	\$ 0.03409
TOU-GS-1-ES	Energy	Summer	On-Peak	\$ 0.48463	\$ 0.49505	\$ 0.52725
TOU-GS-1-ES	Energy	Summer	Mid-Peak	\$ 0.14289	\$ 0.14628	\$ 0.15582
TOU-GS-1-ES	Energy	Summer	Off-peak	\$ 0.04882	\$ 0.05027	\$ 0.05357
TOU-GS-1-ES	Energy	Winter	Mid-Peak	\$ 0.13898	\$ 0.14229	\$ 0.15157
TOU-GS-1-ES	Energy	Winter	Off-peak	\$ 0.05570	\$ 0.05728	\$ 0.06105
TOU-GS-1-ES	Energy	Winter	Super-Off-Peak	\$ 0.02805	\$ 0.02908	\$ 0.03100
TOU-GS-1-PRI-A	Energy	Summer	On-Peak	\$ 0.13152	\$ 0.13466	\$ 0.14348
TOU-GS-1-PRI-A	Energy	Summer	Mid-Peak	\$ 0.12185	\$ 0.12481	\$ 0.13296
TOU-GS-1-PRI-A	Energy	Summer	Off-peak	\$ 0.11608	\$ 0.11891	\$ 0.12670
TOU-GS-1-PRI-A	Energy	Winter	Mid-Peak	\$ 0.07346	\$ 0.07542	\$ 0.08033
TOU-GS-1-PRI-A	Energy	Winter	Off-peak	\$ 0.06384	\$ 0.06559	\$ 0.06987
TOU-GS-1-PRI-B	Energy	Summer	On-Peak	\$ 0.05780	\$ 0.05943	\$ 0.06329
TOU-GS-1-PRI-B	Energy	Summer	Mid-Peak	\$ 0.05279	\$ 0.05432	\$ 0.05783
TOU-GS-1-PRI-B	Energy	Summer	Off-peak	\$ 0.04980	\$ 0.05126	\$ 0.05458
TOU-GS-1-PRI-B	Energy	Winter	Mid-Peak	\$ 0.07401	\$ 0.07598	\$ 0.08093
TOU-GS-1-PRI-B	Energy	Winter	Off-peak	\$ 0.06439	\$ 0.06615	\$ 0.07046
TOU-GS-1-PRI-B	Demand	Summer	On-Peak	\$ 12.53	\$ 12.79	\$ 13.64
TOU-GS-1-PRI-B	Demand	Summer	Mid-Peak	\$ 3.86	\$ 3.95	\$ 4.21
TOU-GS-1-PRI-D	Energy	Summer	On-Peak	\$ 0.08805	\$ 0.09031	\$ 0.09620
TOU-GS-1-PRI-D	Energy	Summer	Mid-Peak	\$ 0.07771	\$ 0.07975	\$ 0.08494
TOU-GS-1-PRI-D	Energy	Summer	Off-peak	\$ 0.04272	\$ 0.04404	\$ 0.04689
TOU-GS-1-PRI-D	Energy	Winter	Mid-Peak	\$ 0.08179	\$ 0.08392	\$ 0.08941
TOU-GS-1-PRI-D	Energy	Winter	Off-peak	\$ 0.05211	\$ 0.05362	\$ 0.05712

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TOU-GS-1-PRI-D Energy	Winter	Super-Off-Peak	\$ 0.03376	\$ 0.03489	\$ 0.03714
TOU-GS-1-PRI-D Demand	Summer	On-Peak	\$ 16.96	\$ 17.30	\$ 18.44
TOU-GS-1-PRI-D Demand	Winter	Mid-Peak	\$ 3.84	\$ 3.92	\$ 4.16
TOU-GS-1-PRI-E Energy	Summer	On-Peak	\$ 0.34399	\$ 0.35151	\$ 0.37467
TOU-GS-1-PRI-E Energy	Summer	Mid-Peak	\$ 0.12358	\$ 0.12656	\$ 0.13493
TOU-GS-1-PRI-E Energy	Summer	Off-peak	\$ 0.06999	\$ 0.07187	\$ 0.07664
TOU-GS-1-PRI-E Energy	Winter	Mid-Peak	\$ 0.14657	\$ 0.15003	\$ 0.15993
TOU-GS-1-PRI-E Energy	Winter	Off-peak	\$ 0.05855	\$ 0.06019	\$ 0.06420
TOU-GS-1-PRI-E Energy	Winter	Super-Off-Peak	\$ 0.02932	\$ 0.03037	\$ 0.03241
TOU-GS-1-PRI-E S Energy	Summer	On-Peak	\$ 0.48309	\$ 0.49349	\$ 0.52556
TOU-GS-1-PRI-E S Energy	Summer	Mid-Peak	\$ 0.14135	\$ 0.14471	\$ 0.15414
TOU-GS-1-PRI-E S Energy	Summer	Off-peak	\$ 0.04728	\$ 0.04869	\$ 0.05189
TOU-GS-1-PRI-E S Energy	Winter	Mid-Peak	\$ 0.13744	\$ 0.14071	\$ 0.14989
TOU-GS-1-PRI-E S Energy	Winter	Off-peak	\$ 0.05416	\$ 0.05571	\$ 0.05936
TOU-GS-1-PRI-E S Energy	Winter	Super-Off-Peak	\$ 0.02651	\$ 0.02750	\$ 0.02932
TOU-GS-1-SUB-A Energy	Summer	On-Peak	\$ 0.12965	\$ 0.13275	\$ 0.14146
TOU-GS-1-SUB-A Energy	Summer	Mid-Peak	\$ 0.11999	\$ 0.12290	\$ 0.13094
TOU-GS-1-SUB-A Energy	Summer	Off-peak	\$ 0.11422	\$ 0.11701	\$ 0.12468
TOU-GS-1-SUB-A Energy	Winter	Mid-Peak	\$ 0.07160	\$ 0.07352	\$ 0.07831
TOU-GS-1-SUB-A Energy	Winter	Off-peak	\$ 0.06198	\$ 0.06369	\$ 0.06785
TOU-GS-1-SUB-B Energy	Summer	On-Peak	\$ 0.05696	\$ 0.05856	\$ 0.06235
TOU-GS-1-SUB-B Energy	Summer	Mid-Peak	\$ 0.05195	\$ 0.05345	\$ 0.05690
TOU-GS-1-SUB-B Energy	Summer	Off-peak	\$ 0.04895	\$ 0.05040	\$ 0.05365
TOU-GS-1-SUB-B Energy	Winter	Mid-Peak	\$ 0.07317	\$ 0.07511	\$ 0.07999
TOU-GS-1-SUB-B Energy	Winter	Off-peak	\$ 0.06354	\$ 0.06529	\$ 0.06953
TOU-GS-1-SUB-B Demand	Summer	On-Peak	\$ 12.21	\$ 12.46	\$ 13.29
TOU-GS-1-SUB-B Demand	Summer	Mid-Peak	\$ 3.54	\$ 3.62	\$ 3.86
TOU-GS-1-SUB-C Energy	Summer	On-Peak	\$ 0.08720	\$ 0.08944	\$ 0.09527
TOU-GS-1-SUB-C Energy	Summer	Mid-Peak	\$ 0.07686	\$ 0.07889	\$ 0.08400
TOU-GS-1-SUB-C Energy	Summer	Off-peak	\$ 0.04188	\$ 0.04317	\$ 0.04596
TOU-GS-1-SUB-C Energy	Winter	Mid-Peak	\$ 0.08094	\$ 0.08305	\$ 0.08848
TOU-GS-1-SUB-C Energy	Winter	Off-peak	\$ 0.05126	\$ 0.05276	\$ 0.05619
TOU-GS-1-SUB-C Energy	Winter	Super-Off-Peak	\$ 0.03291	\$ 0.03403	\$ 0.03621
TOU-GS-1-SUB-C Demand	Summer	On-Peak	\$ 16.70	\$ 17.05	\$ 18.19
TOU-GS-1-SUB-C Demand	Winter	Mid-Peak	\$ 3.59	\$ 3.66	\$ 3.91
TOU-GS-1-SUB-E Energy	Summer	On-Peak	\$ 0.34212	\$ 0.34960	\$ 0.37265
TOU-GS-1-SUB-E Energy	Summer	Mid-Peak	\$ 0.12171	\$ 0.12466	\$ 0.13291
TOU-GS-1-SUB-E Energy	Summer	Off-peak	\$ 0.06813	\$ 0.06996	\$ 0.07462
TOU-GS-1-SUB-E Energy	Winter	Mid-Peak	\$ 0.14471	\$ 0.14812	\$ 0.15791
TOU-GS-1-SUB-E Energy	Winter	Off-peak	\$ 0.05668	\$ 0.05829	\$ 0.06218
TOU-GS-1-SUB-E Energy	Winter	Super-Off-Peak	\$ 0.02746	\$ 0.02846	\$ 0.03039
TOU-GS-2-B Energy	Summer	On-Peak	\$ 0.05682	\$ 0.05843	\$ 0.06264
TOU-GS-2-B Energy	Summer	Mid-Peak	\$ 0.05191	\$ 0.05342	\$ 0.05728
TOU-GS-2-B Energy	Summer	Off-peak	\$ 0.04898	\$ 0.05044	\$ 0.05407
TOU-GS-2-B Energy	Winter	Mid-Peak	\$ 0.07361	\$ 0.07558	\$ 0.08098
TOU-GS-2-B Energy	Winter	Off-peak	\$ 0.03794	\$ 0.03917	\$ 0.04202
TOU-GS-2-B Demand	Summer	On-Peak	\$ 16.09	\$ 16.42	\$ 17.58
TOU-GS-2-B Demand	Summer	Mid-Peak	\$ 5.33	\$ 5.45	\$ 5.84
TOU-GS-2-D Energy	Summer	On-Peak	\$ 0.08697	\$ 0.08921	\$ 0.09569
TOU-GS-2-D Energy	Summer	Mid-Peak	\$ 0.07604	\$ 0.07805	\$ 0.08375
TOU-GS-2-D Energy	Summer	Off-peak	\$ 0.04188	\$ 0.04318	\$ 0.04640

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TOU-GS-2-D	Energy	Winter	Mid-Peak	\$	0.06178	\$	0.06350	\$	0.06817
TOU-GS-2-D	Energy	Winter	Off-peak	\$	0.04840	\$	0.04984	\$	0.05353
TOU-GS-2-D	Energy	Winter	Super-Off-Peak	\$	0.02326	\$	0.02418	\$	0.02604
TOU-GS-2-D	Demand	Summer	On-Peak	\$	22.92	\$	23.39	\$	25.05
TOU-GS-2-D	Demand	Winter	Mid-Peak	\$	4.64	\$	4.73	\$	5.07
TOU-GS-2-E	Energy	Summer	On-Peak	\$	0.38810	\$	0.39653	\$	0.42429
TOU-GS-2-E	Energy	Summer	Mid-Peak	\$	0.07612	\$	0.07814	\$	0.08375
TOU-GS-2-E	Energy	Summer	Off-peak	\$	0.04196	\$	0.04327	\$	0.04640
TOU-GS-2-E	Energy	Winter	Mid-Peak	\$	0.11020	\$	0.11292	\$	0.12090
TOU-GS-2-E	Energy	Winter	Off-peak	\$	0.04847	\$	0.04992	\$	0.05353
TOU-GS-2-E	Energy	Winter	Super-Off-Peak	\$	0.02333	\$	0.02426	\$	0.02604
TOU-GS-2-E	Demand	Summer	On-Peak	\$	5.03	\$	5.13	\$	5.53
TOU-GS-2-E	Demand	Winter	Mid-Peak	\$	0.98	\$	0.99	\$	1.08
TOU-GS-2-PRI-B	Energy	Summer	On-Peak	\$	0.05581	\$	0.05740	\$	0.06152
TOU-GS-2-PRI-B	Energy	Summer	Mid-Peak	\$	0.05089	\$	0.05238	\$	0.05616
TOU-GS-2-PRI-B	Energy	Summer	Off-peak	\$	0.04796	\$	0.04939	\$	0.05295
TOU-GS-2-PRI-B	Energy	Winter	Mid-Peak	\$	0.07260	\$	0.07454	\$	0.07987
TOU-GS-2-PRI-B	Energy	Winter	Off-peak	\$	0.03693	\$	0.03813	\$	0.04090
TOU-GS-2-PRI-B	Demand	Summer	On-Peak	\$	15.87	\$	16.19	\$	17.34
TOU-GS-2-PRI-B	Demand	Summer	Mid-Peak	\$	5.12	\$	5.23	\$	5.60
TOU-GS-2-PRI-D	Energy	Summer	On-Peak	\$	0.08596	\$	0.08817	\$	0.09457
TOU-GS-2-PRI-D	Energy	Summer	Mid-Peak	\$	0.07503	\$	0.07702	\$	0.08263
TOU-GS-2-PRI-D	Energy	Summer	Off-peak	\$	0.04086	\$	0.04215	\$	0.04529
TOU-GS-2-PRI-D	Energy	Winter	Mid-Peak	\$	0.06077	\$	0.06246	\$	0.06705
TOU-GS-2-PRI-D	Energy	Winter	Off-peak	\$	0.04738	\$	0.04880	\$	0.05241
TOU-GS-2-PRI-D	Energy	Winter	Super-Off-Peak	\$	0.02223	\$	0.02314	\$	0.02493
TOU-GS-2-PRI-D	Demand	Summer	On-Peak	\$	22.74	\$	23.21	\$	24.86
TOU-GS-2-PRI-D	Demand	Winter	Mid-Peak	\$	4.47	\$	4.56	\$	4.88
TOU-GS-2-PRI-E	Energy	Summer	On-Peak	\$	0.38667	\$	0.39508	\$	0.42273
TOU-GS-2-PRI-E	Energy	Summer	Mid-Peak	\$	0.07470	\$	0.07669	\$	0.08219
TOU-GS-2-PRI-E	Energy	Summer	Off-peak	\$	0.04055	\$	0.04182	\$	0.04484
TOU-GS-2-PRI-E	Energy	Winter	Mid-Peak	\$	0.10879	\$	0.11147	\$	0.11934
TOU-GS-2-PRI-E	Energy	Winter	Off-peak	\$	0.04706	\$	0.04847	\$	0.05197
TOU-GS-2-PRI-E	Energy	Winter	Super-Off-Peak	\$	0.02192	\$	0.02281	\$	0.02448
TOU-GS-2-PRI-E	Demand	Summer	On-Peak	\$	4.99	\$	5.10	\$	5.49
TOU-GS-2-PRI-E	Demand	Winter	Mid-Peak	\$	0.94	\$	0.95	\$	1.04
TOU-GS-2-PRI-R	Energy	Summer	On-Peak	\$	0.25299	\$	0.25864	\$	0.27710
TOU-GS-2-PRI-R	Energy	Summer	Mid-Peak	\$	0.10572	\$	0.10834	\$	0.11610
TOU-GS-2-PRI-R	Energy	Summer	Off-peak	\$	0.04745	\$	0.04887	\$	0.05238
TOU-GS-2-PRI-R	Energy	Winter	Mid-Peak	\$	0.07208	\$	0.07401	\$	0.07930
TOU-GS-2-PRI-R	Energy	Winter	Off-peak	\$	0.03641	\$	0.03761	\$	0.04033
TOU-GS-2-R	Energy	Summer	On-Peak	\$	0.25452	\$	0.26021	\$	0.27879
TOU-GS-2-R	Energy	Summer	Mid-Peak	\$	0.10726	\$	0.10991	\$	0.11778
TOU-GS-2-R	Energy	Summer	Off-peak	\$	0.04898	\$	0.05044	\$	0.05407
TOU-GS-2-R	Energy	Winter	Mid-Peak	\$	0.07361	\$	0.07558	\$	0.08098
TOU-GS-2-R	Energy	Winter	Off-peak	\$	0.03794	\$	0.03917	\$	0.04202
TOU-GS-2-SUB-E	Energy	Summer	On-Peak	\$	0.05455	\$	0.05611	\$	0.06016
TOU-GS-2-SUB-E	Energy	Summer	Mid-Peak	\$	0.04963	\$	0.05110	\$	0.05479
TOU-GS-2-SUB-E	Energy	Summer	Off-peak	\$	0.04670	\$	0.04811	\$	0.05159
TOU-GS-2-SUB-E	Energy	Winter	Mid-Peak	\$	0.07134	\$	0.07326	\$	0.07850
TOU-GS-2-SUB-E	Energy	Winter	Off-peak	\$	0.03567	\$	0.03685	\$	0.03953

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TOU-GS-2-SUB-E Demand	Summer	On-Peak	\$ 15.49	\$ 15.80	\$ 16.92
TOU-GS-2-SUB-E Demand	Summer	Mid-Peak	\$ 4.73	\$ 4.83	\$ 5.18
TOU-GS-2-SUB-L Energy	Summer	On-Peak	\$ 0.08470	\$ 0.08689	\$ 0.09320
TOU-GS-2-SUB-L Energy	Summer	Mid-Peak	\$ 0.07377	\$ 0.07573	\$ 0.08126
TOU-GS-2-SUB-L Energy	Summer	Off-peak	\$ 0.03960	\$ 0.04086	\$ 0.04392
TOU-GS-2-SUB-L Energy	Winter	Mid-Peak	\$ 0.05951	\$ 0.06118	\$ 0.06568
TOU-GS-2-SUB-L Energy	Winter	Off-peak	\$ 0.04612	\$ 0.04752	\$ 0.05104
TOU-GS-2-SUB-L Energy	Winter	Super-Off-Peak	\$ 0.02097	\$ 0.02186	\$ 0.02356
TOU-GS-2-SUB-L Demand	Summer	On-Peak	\$ 22.42	\$ 22.88	\$ 24.52
TOU-GS-2-SUB-L Demand	Winter	Mid-Peak	\$ 4.15	\$ 4.24	\$ 4.54
TOU-GS-3-B Energy	Summer	On-Peak	\$ 0.04428	\$ 0.04555	\$ 0.05697
TOU-GS-3-B Energy	Summer	Mid-Peak	\$ 0.04034	\$ 0.04153	\$ 0.05221
TOU-GS-3-B Energy	Summer	Off-peak	\$ 0.03811	\$ 0.03926	\$ 0.04953
TOU-GS-3-B Energy	Winter	Mid-Peak	\$ 0.08589	\$ 0.09132	\$ 0.09644
TOU-GS-3-B Energy	Winter	Off-peak	\$ 0.04876	\$ 0.05225	\$ 0.05529
TOU-GS-3-B Demand	Summer	On-Peak	\$ 12.32	\$ 12.57	\$ 14.86
TOU-GS-3-B Demand	Summer	Mid-Peak	\$ 4.10	\$ 4.18	\$ 4.94
TOU-GS-3-D Energy	Summer	On-Peak	\$ 0.06799	\$ 0.06975	\$ 0.08556
TOU-GS-3-D Energy	Summer	Mid-Peak	\$ 0.05939	\$ 0.06098	\$ 0.07520
TOU-GS-3-D Energy	Summer	Off-peak	\$ 0.03307	\$ 0.03411	\$ 0.04345
TOU-GS-3-D Energy	Winter	Mid-Peak	\$ 0.07959	\$ 0.08469	\$ 0.08947
TOU-GS-3-D Energy	Winter	Off-peak	\$ 0.06233	\$ 0.06653	\$ 0.07034
TOU-GS-3-D Energy	Winter	Super-Off-Peak	\$ 0.02999	\$ 0.03251	\$ 0.03449
TOU-GS-3-D Demand	Summer	On-Peak	\$ 18.46	\$ 18.84	\$ 22.26
TOU-GS-3-D Demand	Winter	Mid-Peak	\$ 5.44	\$ 5.72	\$ 6.03
TOU-GS-3-E Energy	Summer	On-Peak	\$ 0.28765	\$ 0.29394	\$ 0.35044
TOU-GS-3-E Energy	Summer	Mid-Peak	\$ 0.05946	\$ 0.06105	\$ 0.07528
TOU-GS-3-E Energy	Summer	Off-peak	\$ 0.03314	\$ 0.03418	\$ 0.04354
TOU-GS-3-E Energy	Winter	Mid-Peak	\$ 0.13068	\$ 0.13844	\$ 0.14610
TOU-GS-3-E Energy	Winter	Off-peak	\$ 0.06244	\$ 0.06665	\$ 0.07046
TOU-GS-3-E Energy	Winter	Super-Off-Peak	\$ 0.03009	\$ 0.03263	\$ 0.03460
TOU-GS-3-E Demand	Summer	On-Peak	\$ 4.05	\$ 4.13	\$ 4.88
TOU-GS-3-E Demand	Winter	Mid-Peak	\$ 1.15	\$ 1.21	\$ 1.27
TOU-GS-3-PRI-B Energy	Summer	On-Peak	\$ 0.04342	\$ 0.04468	\$ 0.05594
TOU-GS-3-PRI-B Energy	Summer	Mid-Peak	\$ 0.03948	\$ 0.04065	\$ 0.05118
TOU-GS-3-PRI-B Energy	Summer	Off-peak	\$ 0.03726	\$ 0.03839	\$ 0.04850
TOU-GS-3-PRI-B Energy	Winter	Mid-Peak	\$ 0.08451	\$ 0.08987	\$ 0.09492
TOU-GS-3-PRI-B Energy	Winter	Off-peak	\$ 0.04738	\$ 0.05081	\$ 0.05376
TOU-GS-3-PRI-B Demand	Summer	On-Peak	\$ 12.15	\$ 12.40	\$ 14.65
TOU-GS-3-PRI-B Demand	Summer	Mid-Peak	\$ 3.92	\$ 4.00	\$ 4.73
TOU-GS-3-PRI-D Energy	Summer	On-Peak	\$ 0.06713	\$ 0.06887	\$ 0.08453
TOU-GS-3-PRI-D Energy	Summer	Mid-Peak	\$ 0.05854	\$ 0.06010	\$ 0.07417
TOU-GS-3-PRI-D Energy	Summer	Off-peak	\$ 0.03222	\$ 0.03324	\$ 0.04242
TOU-GS-3-PRI-D Energy	Winter	Mid-Peak	\$ 0.07822	\$ 0.08325	\$ 0.08794
TOU-GS-3-PRI-D Energy	Winter	Off-peak	\$ 0.06095	\$ 0.06509	\$ 0.06881
TOU-GS-3-PRI-D Energy	Winter	Super-Off-Peak	\$ 0.02862	\$ 0.03107	\$ 0.03295
TOU-GS-3-PRI-D Demand	Summer	On-Peak	\$ 18.31	\$ 18.69	\$ 22.08
TOU-GS-3-PRI-D Demand	Winter	Mid-Peak	\$ 5.22	\$ 5.49	\$ 5.77
TOU-GS-3-PRI-E Energy	Summer	On-Peak	\$ 0.28651	\$ 0.29277	\$ 0.34905
TOU-GS-3-PRI-E Energy	Summer	Mid-Peak	\$ 0.05832	\$ 0.05988	\$ 0.07390
TOU-GS-3-PRI-E Energy	Summer	Off-peak	\$ 0.03200	\$ 0.03301	\$ 0.04215

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TOU-GS-3-PRI-E Energy	Winter	Mid-Peak	\$ 0.12884	\$ 0.13651	\$ 0.14406
TOU-GS-3-PRI-E Energy	Winter	Off-peak	\$ 0.06060	\$ 0.06473	\$ 0.06842
TOU-GS-3-PRI-E Energy	Winter	Super-Off-Peak	\$ 0.02826	\$ 0.03069	\$ 0.03257
TOU-GS-3-PRI-E Demand	Summer	On-Peak	\$ 4.02	\$ 4.10	\$ 4.85
TOU-GS-3-PRI-E Demand	Winter	Mid-Peak	\$ 1.10	\$ 1.16	\$ 1.22
TOU-GS-3-PRI-R Energy	Summer	On-Peak	\$ 0.18663	\$ 0.19084	\$ 0.22863
TOU-GS-3-PRI-R Energy	Summer	Mid-Peak	\$ 0.07718	\$ 0.07913	\$ 0.09665
TOU-GS-3-PRI-R Energy	Summer	Off-peak	\$ 0.03688	\$ 0.03800	\$ 0.04804
TOU-GS-3-PRI-R Energy	Winter	Mid-Peak	\$ 0.08391	\$ 0.08924	\$ 0.09427
TOU-GS-3-PRI-R Energy	Winter	Off-peak	\$ 0.04679	\$ 0.05018	\$ 0.05310
TOU-GS-3-R Energy	Summer	On-Peak	\$ 0.18787	\$ 0.19210	\$ 0.23012
TOU-GS-3-R Energy	Summer	Mid-Peak	\$ 0.07841	\$ 0.08039	\$ 0.09813
TOU-GS-3-R Energy	Summer	Off-peak	\$ 0.03811	\$ 0.03926	\$ 0.04953
TOU-GS-3-R Energy	Winter	Mid-Peak	\$ 0.08589	\$ 0.09132	\$ 0.09644
TOU-GS-3-R Energy	Winter	Off-peak	\$ 0.04876	\$ 0.05225	\$ 0.05529
TOU-GS-3-SUB-L Energy	Summer	On-Peak	\$ 0.06610	\$ 0.06782	\$ 0.08329
TOU-GS-3-SUB-L Energy	Summer	Mid-Peak	\$ 0.05751	\$ 0.05905	\$ 0.07292
TOU-GS-3-SUB-L Energy	Summer	Off-peak	\$ 0.03119	\$ 0.03219	\$ 0.04118
TOU-GS-3-SUB-L Energy	Winter	Mid-Peak	\$ 0.07728	\$ 0.08234	\$ 0.08701
TOU-GS-3-SUB-L Energy	Winter	Off-peak	\$ 0.06002	\$ 0.06418	\$ 0.06788
TOU-GS-3-SUB-L Energy	Winter	Super-Off-Peak	\$ 0.02768	\$ 0.03016	\$ 0.03203
TOU-GS-3-SUB-L Demand	Summer	On-Peak	\$ 18.07	\$ 18.44	\$ 21.79
TOU-GS-3-SUB-L Demand	Winter	Mid-Peak	\$ 4.96	\$ 5.24	\$ 5.53
TOU-8-SEC-B Energy	Summer	On-Peak	\$ 0.03967	\$ 0.04084	\$ 0.05134
TOU-8-SEC-B Energy	Summer	Mid-Peak	\$ 0.03578	\$ 0.03687	\$ 0.04665
TOU-8-SEC-B Energy	Summer	Off-peak	\$ 0.03400	\$ 0.03505	\$ 0.04450
TOU-8-SEC-B Energy	Winter	Mid-Peak	\$ 0.09732	\$ 0.09871	\$ 0.10929
TOU-8-SEC-B Energy	Winter	Off-peak	\$ 0.04948	\$ 0.05068	\$ 0.05633
TOU-8-SEC-B Demand	Summer	On-Peak	\$ 15.73	\$ 16.05	\$ 18.97
TOU-8-SEC-B Demand	Summer	Mid-Peak	\$ 5.07	\$ 5.17	\$ 6.11
TOU-8-SEC-D Energy	Summer	On-Peak	\$ 0.06308	\$ 0.06473	\$ 0.07957
TOU-8-SEC-D Energy	Summer	Mid-Peak	\$ 0.05501	\$ 0.05649	\$ 0.06984
TOU-8-SEC-D Energy	Summer	Off-peak	\$ 0.02880	\$ 0.02975	\$ 0.03824
TOU-8-SEC-D Energy	Winter	Mid-Peak	\$ 0.07923	\$ 0.08055	\$ 0.08927
TOU-8-SEC-D Energy	Winter	Off-peak	\$ 0.06186	\$ 0.06312	\$ 0.07004
TOU-8-SEC-D Energy	Winter	Super-Off-Peak	\$ 0.02931	\$ 0.03043	\$ 0.03399
TOU-8-SEC-D Demand	Summer	On-Peak	\$ 22.18	\$ 22.64	\$ 26.75
TOU-8-SEC-D Demand	Winter	Mid-Peak	\$ 7.78	\$ 7.81	\$ 8.61
TOU-8-SEC-E Energy	Summer	On-Peak	\$ 0.29779	\$ 0.30427	\$ 0.36259
TOU-8-SEC-E Energy	Summer	Mid-Peak	\$ 0.05508	\$ 0.05656	\$ 0.06992
TOU-8-SEC-E Energy	Summer	Off-peak	\$ 0.02887	\$ 0.02982	\$ 0.03832
TOU-8-SEC-E Energy	Winter	Mid-Peak	\$ 0.14509	\$ 0.14669	\$ 0.16219
TOU-8-SEC-E Energy	Winter	Off-peak	\$ 0.06199	\$ 0.06325	\$ 0.07018
TOU-8-SEC-E Energy	Winter	Super-Off-Peak	\$ 0.02942	\$ 0.03056	\$ 0.03412
TOU-8-SEC-E Demand	Summer	On-Peak	\$ 4.86	\$ 4.96	\$ 5.87
TOU-8-SEC-E Demand	Winter	Mid-Peak	\$ 1.63	\$ 1.64	\$ 1.80
TOU-8-SEC-R Energy	Summer	On-Peak	\$ 0.20991	\$ 0.21458	\$ 0.25662
TOU-8-SEC-R Energy	Summer	Mid-Peak	\$ 0.07651	\$ 0.07844	\$ 0.09577
TOU-8-SEC-R Energy	Summer	Off-peak	\$ 0.03400	\$ 0.03505	\$ 0.04450
TOU-8-SEC-R Energy	Winter	Mid-Peak	\$ 0.09732	\$ 0.09871	\$ 0.10929
TOU-8-SEC-R Energy	Winter	Off-peak	\$ 0.04948	\$ 0.05068	\$ 0.05633

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TOU-8-PRI-B	Energy	Summer	On-Peak	\$	0.03702	\$	0.03812	\$	0.04807
TOU-8-PRI-B	Energy	Summer	Mid-Peak	\$	0.03313	\$	0.03415	\$	0.04338
TOU-8-PRI-B	Energy	Summer	Off-peak	\$	0.03166	\$	0.03266	\$	0.04161
TOU-8-PRI-B	Energy	Winter	Mid-Peak	\$	0.08858	\$	0.09554	\$	0.10236
TOU-8-PRI-B	Energy	Winter	Off-peak	\$	0.04377	\$	0.04765	\$	0.05136
TOU-8-PRI-B	Demand	Summer	On-Peak	\$	16.19	\$	16.53	\$	19.53
TOU-8-PRI-B	Demand	Summer	Mid-Peak	\$	5.06	\$	5.16	\$	6.10
TOU-8-PRI-D	Energy	Summer	On-Peak	\$	0.05882	\$	0.06038	\$	0.07437
TOU-8-PRI-D	Energy	Summer	Mid-Peak	\$	0.05123	\$	0.05263	\$	0.06521
TOU-8-PRI-D	Energy	Summer	Off-peak	\$	0.02667	\$	0.02756	\$	0.03559
TOU-8-PRI-D	Energy	Winter	Mid-Peak	\$	0.06801	\$	0.07354	\$	0.07894
TOU-8-PRI-D	Energy	Winter	Off-peak	\$	0.05323	\$	0.05776	\$	0.06211
TOU-8-PRI-D	Energy	Winter	Super-Off-Peak	\$	0.02553	\$	0.02816	\$	0.03060
TOU-8-PRI-D	Demand	Summer	On-Peak	\$	21.83	\$	22.28	\$	26.33
TOU-8-PRI-D	Demand	Winter	Mid-Peak	\$	7.45	\$	7.97	\$	8.49
TOU-8-PRI-E	Energy	Summer	On-Peak	\$	0.28843	\$	0.29472	\$	0.35124
TOU-8-PRI-E	Energy	Summer	Mid-Peak	\$	0.05130	\$	0.05270	\$	0.06529
TOU-8-PRI-E	Energy	Summer	Off-peak	\$	0.02674	\$	0.02763	\$	0.03567
TOU-8-PRI-E	Energy	Winter	Mid-Peak	\$	0.12427	\$	0.13366	\$	0.14297
TOU-8-PRI-E	Energy	Winter	Off-peak	\$	0.05335	\$	0.05788	\$	0.06224
TOU-8-PRI-E	Energy	Winter	Super-Off-Peak	\$	0.02565	\$	0.02828	\$	0.03072
TOU-8-PRI-E	Demand	Summer	On-Peak	\$	4.05	\$	4.13	\$	4.88
TOU-8-PRI-E	Demand	Winter	Mid-Peak	\$	1.63	\$	1.75	\$	1.85
TOU-8-PRI-R	Energy	Summer	On-Peak	\$	0.20818	\$	0.21281	\$	0.25446
TOU-8-PRI-R	Energy	Summer	Mid-Peak	\$	0.07140	\$	0.07321	\$	0.08953
TOU-8-PRI-R	Energy	Summer	Off-peak	\$	0.03166	\$	0.03266	\$	0.04161
TOU-8-PRI-R	Energy	Winter	Mid-Peak	\$	0.08858	\$	0.09554	\$	0.10236
TOU-8-PRI-R	Energy	Winter	Off-peak	\$	0.04377	\$	0.04765	\$	0.05136
TOU-8-SUB-B	Energy	Summer	On-Peak	\$	0.03569	\$	0.03675	\$	0.04626
TOU-8-SUB-B	Energy	Summer	Mid-Peak	\$	0.03179	\$	0.03276	\$	0.04155
TOU-8-SUB-B	Energy	Summer	Off-peak	\$	0.03055	\$	0.03150	\$	0.04006
TOU-8-SUB-B	Energy	Winter	Mid-Peak	\$	0.08758	\$	0.09138	\$	0.10099
TOU-8-SUB-B	Energy	Winter	Off-peak	\$	0.04314	\$	0.04539	\$	0.05054
TOU-8-SUB-B	Demand	Summer	On-Peak	\$	15.97	\$	16.30	\$	19.26
TOU-8-SUB-B	Demand	Summer	Mid-Peak	\$	5.15	\$	5.25	\$	6.21
TOU-8-SUB-D	Energy	Summer	On-Peak	\$	0.05500	\$	0.05645	\$	0.06954
TOU-8-SUB-D	Energy	Summer	Mid-Peak	\$	0.04799	\$	0.04930	\$	0.06109
TOU-8-SUB-D	Energy	Summer	Off-peak	\$	0.02621	\$	0.02708	\$	0.03484
TOU-8-SUB-D	Energy	Winter	Mid-Peak	\$	0.06506	\$	0.06808	\$	0.07544
TOU-8-SUB-D	Energy	Winter	Off-peak	\$	0.05159	\$	0.05412	\$	0.06013
TOU-8-SUB-D	Energy	Winter	Super-Off-Peak	\$	0.02557	\$	0.02718	\$	0.03059
TOU-8-SUB-D	Demand	Summer	On-Peak	\$	21.54	\$	21.99	\$	25.98
TOU-8-SUB-D	Demand	Winter	Mid-Peak	\$	8.33	\$	8.61	\$	9.45
TOU-8-SUB-E	Energy	Summer	On-Peak	\$	0.29184	\$	0.29817	\$	0.35514
TOU-8-SUB-E	Energy	Summer	Mid-Peak	\$	0.04806	\$	0.04937	\$	0.06117
TOU-8-SUB-E	Energy	Summer	Off-peak	\$	0.02628	\$	0.02714	\$	0.03492
TOU-8-SUB-E	Energy	Winter	Mid-Peak	\$	0.12885	\$	0.13411	\$	0.14785
TOU-8-SUB-E	Energy	Winter	Off-peak	\$	0.05169	\$	0.05423	\$	0.06025
TOU-8-SUB-E	Energy	Winter	Super-Off-Peak	\$	0.02566	\$	0.02729	\$	0.03070
TOU-8-SUB-E	Demand	Summer	On-Peak	\$	1.51	\$	1.55	\$	1.83
TOU-8-SUB-E	Demand	Winter	Mid-Peak	\$	0.50	\$	0.52	\$	0.57

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TOU-8-SUB-R	Energy	Summer	On-Peak	\$	0.19430	\$	0.19862	\$	0.23752
TOU-8-SUB-R	Energy	Summer	Mid-Peak	\$	0.06633	\$	0.06802	\$	0.08321
TOU-8-SUB-R	Energy	Summer	Off-peak	\$	0.03055	\$	0.03150	\$	0.04006
TOU-8-SUB-R	Energy	Winter	Mid-Peak	\$	0.08758	\$	0.09138	\$	0.10099
TOU-8-SUB-R	Energy	Winter	Off-peak	\$	0.04314	\$	0.04539	\$	0.05054
TOU-EV-7	Energy	Summer	On-Peak	\$	0.25390	\$	0.25956	\$	0.27661
TOU-EV-7	Energy	Summer	Mid-Peak	\$	0.12521	\$	0.12822	\$	0.13661
TOU-EV-7	Energy	Summer	Off-peak	\$	0.08228	\$	0.08441	\$	0.08992
TOU-EV-7	Energy	Winter	Mid-Peak	\$	0.14819	\$	0.15168	\$	0.16161
TOU-EV-7	Energy	Winter	Off-peak	\$	0.07305	\$	0.07499	\$	0.07988
TOU-EV-7	Energy	Winter	Super-Off-Peak	\$	0.03095	\$	0.03202	\$	0.03409
TOU-EV-8	Energy	Summer	On-Peak	\$	0.34912	\$	0.35675	\$	0.38223
TOU-EV-8	Energy	Summer	Mid-Peak	\$	0.07612	\$	0.07814	\$	0.08375
TOU-EV-8	Energy	Summer	Off-peak	\$	0.05623	\$	0.05783	\$	0.06201
TOU-EV-8	Energy	Winter	Mid-Peak	\$	0.12307	\$	0.12605	\$	0.13503
TOU-EV-8	Energy	Winter	Off-peak	\$	0.06747	\$	0.06930	\$	0.07429
TOU-EV-8	Energy	Winter	Super-Off-Peak	\$	0.02333	\$	0.02426	\$	0.02604
TOU-EV-SEC-9	Energy	Summer	On-Peak	\$	0.31624	\$	0.32316	\$	0.33592
TOU-EV-SEC-9	Energy	Summer	Mid-Peak	\$	0.06486	\$	0.06661	\$	0.06881
TOU-EV-SEC-9	Energy	Summer	Off-peak	\$	0.04576	\$	0.04712	\$	0.04852
TOU-EV-SEC-9	Energy	Winter	Mid-Peak	\$	0.10547	\$	0.10806	\$	0.11196
TOU-EV-SEC-9	Energy	Winter	Off-peak	\$	0.05239	\$	0.05389	\$	0.05558
TOU-EV-SEC-9	Energy	Winter	Super-Off-Peak	\$	0.01818	\$	0.01896	\$	0.01921
TOU-EV-PRI-9	Energy	Summer	On-Peak	\$	0.29601	\$	0.30251	\$	0.31292
TOU-EV-PRI-9	Energy	Summer	Mid-Peak	\$	0.06041	\$	0.06206	\$	0.06370
TOU-EV-PRI-9	Energy	Summer	Off-peak	\$	0.04197	\$	0.04324	\$	0.04419
TOU-EV-PRI-9	Energy	Winter	Mid-Peak	\$	0.09978	\$	0.10224	\$	0.10531
TOU-EV-PRI-9	Energy	Winter	Off-peak	\$	0.04729	\$	0.04867	\$	0.04982
TOU-EV-PRI-9	Energy	Winter	Super-Off-Peak	\$	0.01655	\$	0.01729	\$	0.01731
TOU-EV-SUB-9	Energy	Summer	On-Peak	\$	0.26896	\$	0.27488	\$	0.27217
TOU-EV-SUB-9	Energy	Summer	Mid-Peak	\$	0.05660	\$	0.05814	\$	0.05650
TOU-EV-SUB-9	Energy	Summer	Off-peak	\$	0.03977	\$	0.04096	\$	0.03941
TOU-EV-SUB-9	Energy	Winter	Mid-Peak	\$	0.09780	\$	0.10019	\$	0.09835
TOU-EV-SUB-9	Energy	Winter	Off-peak	\$	0.04410	\$	0.04539	\$	0.04381
TOU-EV-SUB-9	Energy	Winter	Super-Off-Peak	\$	0.01659	\$	0.01731	\$	0.01588
TOU-PA-2-A	Energy	Summer	On-Peak	\$	0.23224	\$	0.23743	\$	0.24629
TOU-PA-2-A	Energy	Summer	Mid-Peak	\$	0.08473	\$	0.08689	\$	0.08977
TOU-PA-2-A	Energy	Summer	Off-peak	\$	0.04609	\$	0.04746	\$	0.04878
TOU-PA-2-A	Energy	Winter	Mid-Peak	\$	0.06890	\$	0.07074	\$	0.07296
TOU-PA-2-A	Energy	Winter	Off-peak	\$	0.03834	\$	0.03954	\$	0.04055
TOU-PA-2-B	Energy	Summer	On-Peak	\$	0.05345	\$	0.05496	\$	0.05657
TOU-PA-2-B	Energy	Summer	Mid-Peak	\$	0.04791	\$	0.04931	\$	0.05070
TOU-PA-2-B	Energy	Summer	Off-peak	\$	0.04609	\$	0.04746	\$	0.04878
TOU-PA-2-B	Energy	Winter	Mid-Peak	\$	0.06890	\$	0.07074	\$	0.07296
TOU-PA-2-B	Energy	Winter	Off-peak	\$	0.03834	\$	0.03954	\$	0.04055
TOU-PA-2-B	Demand	Summer	On-Peak	\$	10.73	\$	10.94	\$	11.38
TOU-PA-2-B	Demand	Summer	Mid-Peak	\$	3.27	\$	3.33	\$	3.48
TOU-PA-2-D	Energy	Summer	On-Peak	\$	0.07998	\$	0.08205	\$	0.08482
TOU-PA-2-D	Energy	Summer	Mid-Peak	\$	0.06990	\$	0.07175	\$	0.07412
TOU-PA-2-D	Energy	Summer	Off-peak	\$	0.04057	\$	0.04182	\$	0.04300
TOU-PA-2-D	Energy	Winter	Mid-Peak	\$	0.05657	\$	0.05815	\$	0.05997

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TOU-PA-2-D	Energy	Winter	Off-peak	\$ 0.04092	\$ 0.04217	\$ 0.04337
TOU-PA-2-D	Energy	Winter	Super-Off-Peak	\$ 0.03200	\$ 0.03307	\$ 0.03389
TOU-PA-2-D	Demand	Summer	On-Peak	\$ 14.20	\$ 14.50	\$ 15.07
TOU-PA-2-D	Demand	Winter	Mid-Peak	\$ 2.51	\$ 2.56	\$ 2.66
TOU-PA-2-D5	Energy	Summer	On-Peak	\$ 0.14037	\$ 0.14368	\$ 0.14875
TOU-PA-2-D5	Energy	Summer	Mid-Peak	\$ 0.12312	\$ 0.12607	\$ 0.13045
TOU-PA-2-D5	Energy	Summer	Off-peak	\$ 0.04103	\$ 0.04229	\$ 0.04341
TOU-PA-2-D5	Energy	Winter	Mid-Peak	\$ 0.05706	\$ 0.05865	\$ 0.06042
TOU-PA-2-D5	Energy	Winter	Off-peak	\$ 0.04131	\$ 0.04257	\$ 0.04371
TOU-PA-2-D5	Energy	Winter	Super-Off-Peak	\$ 0.03234	\$ 0.03342	\$ 0.03420
TOU-PA-2-D5	Demand	Summer	On-Peak	\$ 14.23	\$ 14.52	\$ 15.08
TOU-PA-2-D5	Demand	Winter	Mid-Peak	\$ 2.57	\$ 2.63	\$ 2.73
TOU-PA-2-E	Energy	Summer	On-Peak	\$ 0.36820	\$ 0.37619	\$ 0.39055
TOU-PA-2-E	Energy	Summer	Mid-Peak	\$ 0.06997	\$ 0.07184	\$ 0.07412
TOU-PA-2-E	Energy	Summer	Off-peak	\$ 0.04065	\$ 0.04190	\$ 0.04300
TOU-PA-2-E	Energy	Winter	Mid-Peak	\$ 0.06876	\$ 0.07059	\$ 0.07279
TOU-PA-2-E	Energy	Winter	Off-peak	\$ 0.05061	\$ 0.05206	\$ 0.05356
TOU-PA-2-E	Energy	Winter	Super-Off-Peak	\$ 0.04029	\$ 0.04153	\$ 0.04262
TOU-PA-2-E5	Energy	Summer	On-Peak	\$ 0.60534	\$ 0.61822	\$ 0.64171
TOU-PA-2-E5	Energy	Summer	Mid-Peak	\$ 0.12312	\$ 0.12607	\$ 0.13045
TOU-PA-2-E5	Energy	Summer	Off-peak	\$ 0.04103	\$ 0.04229	\$ 0.04341
TOU-PA-2-E5	Energy	Winter	Mid-Peak	\$ 0.06916	\$ 0.07100	\$ 0.07324
TOU-PA-2-E5	Energy	Winter	Off-peak	\$ 0.05093	\$ 0.05239	\$ 0.05392
TOU-PA-2-E5	Energy	Winter	Super-Off-Peak	\$ 0.04056	\$ 0.04182	\$ 0.04292
TOU-PA-2-PRI-A	Energy	Summer	On-Peak	\$ 0.23076	\$ 0.23591	\$ 0.24471
TOU-PA-2-PRI-A	Energy	Summer	Mid-Peak	\$ 0.08325	\$ 0.08537	\$ 0.08819
TOU-PA-2-PRI-A	Energy	Summer	Off-peak	\$ 0.04461	\$ 0.04594	\$ 0.04720
TOU-PA-2-PRI-A	Energy	Winter	Mid-Peak	\$ 0.06742	\$ 0.06922	\$ 0.07138
TOU-PA-2-PRI-A	Energy	Winter	Off-peak	\$ 0.03686	\$ 0.03803	\$ 0.03897
TOU-PA-2-PRI-B	Energy	Summer	On-Peak	\$ 0.05239	\$ 0.05389	\$ 0.05546
TOU-PA-2-PRI-B	Energy	Summer	Mid-Peak	\$ 0.04685	\$ 0.04822	\$ 0.04958
TOU-PA-2-PRI-B	Energy	Summer	Off-peak	\$ 0.04504	\$ 0.04639	\$ 0.04766
TOU-PA-2-PRI-B	Energy	Winter	Mid-Peak	\$ 0.06785	\$ 0.06967	\$ 0.07185
TOU-PA-2-PRI-B	Energy	Winter	Off-peak	\$ 0.03730	\$ 0.03847	\$ 0.03944
TOU-PA-2-PRI-B	Demand	Summer	On-Peak	\$ 10.56	\$ 10.79	\$ 11.21
TOU-PA-2-PRI-B	Demand	Summer	Mid-Peak	\$ 3.11	\$ 3.18	\$ 3.30
TOU-PA-2-PRI-D	Energy	Summer	On-Peak	\$ 0.07894	\$ 0.08097	\$ 0.08371
TOU-PA-2-PRI-D	Energy	Summer	Mid-Peak	\$ 0.06884	\$ 0.07068	\$ 0.07301
TOU-PA-2-PRI-D	Energy	Summer	Off-peak	\$ 0.03952	\$ 0.04075	\$ 0.04188
TOU-PA-2-PRI-D	Energy	Winter	Mid-Peak	\$ 0.05551	\$ 0.05708	\$ 0.05886
TOU-PA-2-PRI-D	Energy	Winter	Off-peak	\$ 0.03986	\$ 0.04110	\$ 0.04225
TOU-PA-2-PRI-D	Energy	Winter	Super-Off-Peak	\$ 0.03095	\$ 0.03200	\$ 0.03278
TOU-PA-2-PRI-D	Demand	Summer	On-Peak	\$ 14.07	\$ 14.37	\$ 14.93
TOU-PA-2-PRI-D	Demand	Winter	Mid-Peak	\$ 2.38	\$ 2.43	\$ 2.52
TOU-PA-2-PRI-D!	Energy	Summer	On-Peak	\$ 0.13933	\$ 0.14261	\$ 0.14763
TOU-PA-2-PRI-D!	Energy	Summer	Mid-Peak	\$ 0.12207	\$ 0.12499	\$ 0.12934
TOU-PA-2-PRI-D!	Energy	Summer	Off-peak	\$ 0.03998	\$ 0.04122	\$ 0.04230
TOU-PA-2-PRI-D!	Energy	Winter	Mid-Peak	\$ 0.05601	\$ 0.05757	\$ 0.05930
TOU-PA-2-PRI-D!	Energy	Winter	Off-peak	\$ 0.04025	\$ 0.04150	\$ 0.04259
TOU-PA-2-PRI-D!	Energy	Winter	Super-Off-Peak	\$ 0.03129	\$ 0.03235	\$ 0.03308
TOU-PA-2-PRI-D!	Demand	Summer	On-Peak	\$ 14.10	\$ 14.39	\$ 14.94

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TOU-PA-2-PRI-D	Demand	Winter	Mid-Peak	\$ 2.45	\$ 2.50	\$ 2.59
TOU-PA-2-PRI-E	Energy	Summer	On-Peak	\$ 0.36671	\$ 0.37469	\$ 0.38897
TOU-PA-2-PRI-E	Energy	Summer	Mid-Peak	\$ 0.06849	\$ 0.07032	\$ 0.07254
TOU-PA-2-PRI-E	Energy	Summer	Off-peak	\$ 0.03917	\$ 0.04039	\$ 0.04142
TOU-PA-2-PRI-E	Energy	Winter	Mid-Peak	\$ 0.06727	\$ 0.06907	\$ 0.07121
TOU-PA-2-PRI-E	Energy	Winter	Off-peak	\$ 0.04913	\$ 0.05056	\$ 0.05198
TOU-PA-2-PRI-E	Energy	Winter	Super-Off-Peak	\$ 0.03880	\$ 0.04002	\$ 0.04104
TOU-PA-2-PRI-E	Energy	Summer	On-Peak	\$ 0.60385	\$ 0.61670	\$ 0.64013
TOU-PA-2-PRI-E	Energy	Summer	Mid-Peak	\$ 0.12164	\$ 0.12456	\$ 0.12887
TOU-PA-2-PRI-E	Energy	Summer	Off-peak	\$ 0.03954	\$ 0.04077	\$ 0.04184
TOU-PA-2-PRI-E	Energy	Winter	Mid-Peak	\$ 0.06767	\$ 0.06948	\$ 0.07166
TOU-PA-2-PRI-E	Energy	Winter	Off-peak	\$ 0.04945	\$ 0.05087	\$ 0.05234
TOU-PA-2-PRI-E	Energy	Winter	Super-Off-Peak	\$ 0.03907	\$ 0.04030	\$ 0.04135
TOU-PA-3-A	Energy	Summer	On-Peak	\$ 0.22064	\$ 0.22559	\$ 0.23577
TOU-PA-3-A	Energy	Summer	Mid-Peak	\$ 0.07268	\$ 0.07458	\$ 0.07769
TOU-PA-3-A	Energy	Summer	Off-peak	\$ 0.03870	\$ 0.03990	\$ 0.04137
TOU-PA-3-A	Energy	Winter	Mid-Peak	\$ 0.05737	\$ 0.05896	\$ 0.06127
TOU-PA-3-A	Energy	Winter	Off-peak	\$ 0.03236	\$ 0.03343	\$ 0.03459
TOU-PA-3-B	Energy	Summer	On-Peak	\$ 0.04515	\$ 0.04648	\$ 0.04826
TOU-PA-3-B	Energy	Summer	Mid-Peak	\$ 0.04013	\$ 0.04136	\$ 0.04291
TOU-PA-3-B	Energy	Summer	Off-peak	\$ 0.03870	\$ 0.03990	\$ 0.04137
TOU-PA-3-B	Energy	Winter	Mid-Peak	\$ 0.05737	\$ 0.05896	\$ 0.06127
TOU-PA-3-B	Energy	Winter	Off-peak	\$ 0.03236	\$ 0.03343	\$ 0.03459
TOU-PA-3-B	Demand	Summer	On-Peak	\$ 11.74	\$ 11.99	\$ 12.54
TOU-PA-3-B	Demand	Summer	Mid-Peak	\$ 3.19	\$ 3.25	\$ 3.40
TOU-PA-3-D	Energy	Summer	On-Peak	\$ 0.06780	\$ 0.06959	\$ 0.07254
TOU-PA-3-D	Energy	Summer	Mid-Peak	\$ 0.05901	\$ 0.06062	\$ 0.06316
TOU-PA-3-D	Energy	Summer	Off-peak	\$ 0.03387	\$ 0.03496	\$ 0.03630
TOU-PA-3-D	Energy	Winter	Mid-Peak	\$ 0.05059	\$ 0.05203	\$ 0.05415
TOU-PA-3-D	Energy	Winter	Off-peak	\$ 0.03933	\$ 0.04055	\$ 0.04214
TOU-PA-3-D	Energy	Winter	Super-Off-Peak	\$ 0.01827	\$ 0.01904	\$ 0.01962
TOU-PA-3-D	Demand	Summer	On-Peak	\$ 14.20	\$ 14.50	\$ 15.17
TOU-PA-3-D	Demand	Winter	Mid-Peak	\$ 2.52	\$ 2.57	\$ 2.68
TOU-PA-3-D5	Energy	Summer	On-Peak	\$ 0.12393	\$ 0.12688	\$ 0.13499
TOU-PA-3-D5	Energy	Summer	Mid-Peak	\$ 0.10852	\$ 0.11116	\$ 0.11826
TOU-PA-3-D5	Energy	Summer	Off-peak	\$ 0.03235	\$ 0.03342	\$ 0.03304
TOU-PA-3-D5	Energy	Winter	Mid-Peak	\$ 0.04888	\$ 0.05028	\$ 0.05020
TOU-PA-3-D5	Energy	Winter	Off-peak	\$ 0.03791	\$ 0.03909	\$ 0.03881
TOU-PA-3-D5	Energy	Winter	Super-Off-Peak	\$ 0.01733	\$ 0.01810	\$ 0.01747
TOU-PA-3-D5	Demand	Summer	On-Peak	\$ 15.27	\$ 15.59	\$ 17.32
TOU-PA-3-D5	Demand	Winter	Mid-Peak	\$ 3.23	\$ 3.29	\$ 3.66
TOU-PA-3-E	Energy	Summer	On-Peak	\$ 0.32760	\$ 0.33475	\$ 0.35007
TOU-PA-3-E	Energy	Summer	Mid-Peak	\$ 0.05909	\$ 0.06071	\$ 0.06316
TOU-PA-3-E	Energy	Summer	Off-peak	\$ 0.03395	\$ 0.03505	\$ 0.03630
TOU-PA-3-E	Energy	Winter	Mid-Peak	\$ 0.07269	\$ 0.07459	\$ 0.07764
TOU-PA-3-E	Energy	Winter	Off-peak	\$ 0.05397	\$ 0.05548	\$ 0.05765
TOU-PA-3-E	Energy	Winter	Super-Off-Peak	\$ 0.00731	\$ 0.00787	\$ 0.00787
TOU-PA-3-E5	Energy	Summer	On-Peak	\$ 0.56523	\$ 0.57726	\$ 0.63507
TOU-PA-3-E5	Energy	Summer	Mid-Peak	\$ 0.10852	\$ 0.11116	\$ 0.11826
TOU-PA-3-E5	Energy	Summer	Off-peak	\$ 0.03235	\$ 0.03342	\$ 0.03304
TOU-PA-3-E5	Energy	Winter	Mid-Peak	\$ 0.07595	\$ 0.07791	\$ 0.07964

Energy rates are shown in \$/kWh and demand rates are shown in \$/kW.

Exhibit A to Resolution 21-06-014
2021 Phase 1 and 2 Non-residential Rate Schedules

TOU-PA-3-E5	Energy	Winter	Off-peak	\$ 0.05655	\$ 0.05812	\$ 0.05925
TOU-PA-3-E5	Energy	Winter	Super-Off-Peak	\$ 0.00827	\$ 0.00883	\$ 0.00846
TOU-PA-3-PRI-A	Energy	Summer	On-Peak	\$ 0.21929	\$ 0.22420	\$ 0.23431
TOU-PA-3-PRI-A	Energy	Summer	Mid-Peak	\$ 0.07133	\$ 0.07319	\$ 0.07623
TOU-PA-3-PRI-A	Energy	Summer	Off-peak	\$ 0.03733	\$ 0.03851	\$ 0.03991
TOU-PA-3-PRI-A	Energy	Winter	Mid-Peak	\$ 0.05602	\$ 0.05757	\$ 0.05981
TOU-PA-3-PRI-A	Energy	Winter	Off-peak	\$ 0.03101	\$ 0.03204	\$ 0.03314
TOU-PA-3-PRI-B	Energy	Summer	On-Peak	\$ 0.04415	\$ 0.04546	\$ 0.04718
TOU-PA-3-PRI-B	Energy	Summer	Mid-Peak	\$ 0.03913	\$ 0.04033	\$ 0.04183
TOU-PA-3-PRI-B	Energy	Summer	Off-peak	\$ 0.03770	\$ 0.03886	\$ 0.04029
TOU-PA-3-PRI-B	Energy	Winter	Mid-Peak	\$ 0.05637	\$ 0.05793	\$ 0.06019
TOU-PA-3-PRI-B	Energy	Winter	Off-peak	\$ 0.03136	\$ 0.03240	\$ 0.03352
TOU-PA-3-PRI-B	Demand	Summer	On-Peak	\$ 11.58	\$ 11.81	\$ 12.36
TOU-PA-3-PRI-B	Demand	Summer	Mid-Peak	\$ 3.01	\$ 3.09	\$ 3.22
TOU-PA-3-PRI-D	Energy	Summer	On-Peak	\$ 0.06678	\$ 0.06856	\$ 0.07147
TOU-PA-3-PRI-D	Energy	Summer	Mid-Peak	\$ 0.05801	\$ 0.05960	\$ 0.06209
TOU-PA-3-PRI-D	Energy	Summer	Off-peak	\$ 0.03287	\$ 0.03394	\$ 0.03522
TOU-PA-3-PRI-D	Energy	Winter	Mid-Peak	\$ 0.04958	\$ 0.05100	\$ 0.05307
TOU-PA-3-PRI-D	Energy	Winter	Off-peak	\$ 0.03833	\$ 0.03952	\$ 0.04106
TOU-PA-3-PRI-D	Energy	Winter	Super-Off-Peak	\$ 0.01726	\$ 0.01802	\$ 0.01854
TOU-PA-3-PRI-D	Demand	Summer	On-Peak	\$ 14.07	\$ 14.37	\$ 15.04
TOU-PA-3-PRI-D	Demand	Winter	Mid-Peak	\$ 2.39	\$ 2.44	\$ 2.55
TOU-PA-3-PRI-D'	Energy	Summer	On-Peak	\$ 0.12296	\$ 0.12589	\$ 0.13397
TOU-PA-3-PRI-D'	Energy	Summer	Mid-Peak	\$ 0.10754	\$ 0.11016	\$ 0.11724
TOU-PA-3-PRI-D'	Energy	Summer	Off-peak	\$ 0.03138	\$ 0.03242	\$ 0.03202
TOU-PA-3-PRI-D'	Energy	Winter	Mid-Peak	\$ 0.04791	\$ 0.04930	\$ 0.04918
TOU-PA-3-PRI-D'	Energy	Winter	Off-peak	\$ 0.03693	\$ 0.03810	\$ 0.03779
TOU-PA-3-PRI-D'	Energy	Winter	Super-Off-Peak	\$ 0.01637	\$ 0.01710	\$ 0.01646
TOU-PA-3-PRI-D'	Demand	Summer	On-Peak	\$ 15.13	\$ 15.45	\$ 17.16
TOU-PA-3-PRI-D'	Demand	Winter	Mid-Peak	\$ 3.09	\$ 3.16	\$ 3.50
TOU-PA-3-PRI-E	Energy	Summer	On-Peak	\$ 0.32625	\$ 0.33337	\$ 0.34862
TOU-PA-3-PRI-E	Energy	Summer	Mid-Peak	\$ 0.05773	\$ 0.05932	\$ 0.06171
TOU-PA-3-PRI-E	Energy	Summer	Off-peak	\$ 0.03260	\$ 0.03366	\$ 0.03484
TOU-PA-3-PRI-E	Energy	Winter	Mid-Peak	\$ 0.07134	\$ 0.07320	\$ 0.07618
TOU-PA-3-PRI-E	Energy	Winter	Off-peak	\$ 0.05260	\$ 0.05409	\$ 0.05620
TOU-PA-3-PRI-E	Energy	Winter	Super-Off-Peak	\$ 0.00595	\$ 0.00648	\$ 0.00642
TOU-PA-3-PRI-E!	Energy	Summer	On-Peak	\$ 0.56386	\$ 0.57588	\$ 0.63362
TOU-PA-3-PRI-E!	Energy	Summer	Mid-Peak	\$ 0.10715	\$ 0.10977	\$ 0.11680
TOU-PA-3-PRI-E!	Energy	Summer	Off-peak	\$ 0.03100	\$ 0.03203	\$ 0.03158
TOU-PA-3-PRI-E!	Energy	Winter	Mid-Peak	\$ 0.07458	\$ 0.07652	\$ 0.07818
TOU-PA-3-PRI-E!	Energy	Winter	Off-peak	\$ 0.05520	\$ 0.05673	\$ 0.05779
TOU-PA-3-PRI-E!	Energy	Winter	Super-Off-Peak	\$ 0.00690	\$ 0.00744	\$ 0.00700
AL-2-F	Energy	All_Year	None	\$ 0.03735	\$ 0.03850	\$ 0.04640
AL-2-GF	Energy	Summer	On-Peak	\$ 0.13306	\$ 0.13624	\$ 0.16329
AL-2-GF	Energy	Summer	Off-peak	\$ 0.03735	\$ 0.03850	\$ 0.04640
AL-2-GF	Energy	Winter	On-Peak	\$ 0.07501	\$ 0.07699	\$ 0.09332
AL-2-GF	Energy	Winter	Off-peak	\$ 0.03735	\$ 0.03850	\$ 0.04640
LS-1	Energy	All_Year	None	\$ 0.03678	\$ 0.03791	\$ 0.04571
LS-3	Energy	All_Year	None	\$ 0.03735	\$ 0.03850	\$ 0.04640
TC-1	Energy	All_Year	None	\$ 0.06393	\$ 0.06565	\$ 0.07614

Energy rates are shown in \$/kWh and demand rates are shown in \$/kW.

Exhibit B to Resolution 21-06-014
 2021 Phase 1 and 2 Non-residential Rate Schedules (CARE)

CPA RATE	TYPE	SEASON	TOU PERIOD	LEAN - CARE	CLEAN - CARE	100% GREEN - CARE
TOU-GS-1-A	Energy	Summer	On-Peak	\$ 0.11299	\$ 0.11569	\$ 0.13863
TOU-GS-1-A	Energy	Summer	Mid-Peak	\$ 0.10478	\$ 0.10731	\$ 0.12882
TOU-GS-1-A	Energy	Summer	Off-peak	\$ 0.09988	\$ 0.10231	\$ 0.12296
TOU-GS-1-A	Energy	Winter	Mid-Peak	\$ 0.06370	\$ 0.06538	\$ 0.07970
TOU-GS-1-A	Energy	Winter	Off-peak	\$ 0.05552	\$ 0.05704	\$ 0.06992
TOU-GS-1-B	Energy	Summer	On-Peak	\$ 0.04993	\$ 0.05133	\$ 0.06324
TOU-GS-1-B	Energy	Summer	Mid-Peak	\$ 0.04568	\$ 0.04699	\$ 0.05815
TOU-GS-1-B	Energy	Summer	Off-peak	\$ 0.04313	\$ 0.04439	\$ 0.05511
TOU-GS-1-B	Energy	Winter	Mid-Peak	\$ 0.06370	\$ 0.06538	\$ 0.07970
TOU-GS-1-B	Energy	Winter	Off-peak	\$ 0.05552	\$ 0.05704	\$ 0.06992
TOU-GS-1-B	Demand	Summer	On-Peak	\$ 10.79	\$ 11.01	\$ 12.90
TOU-GS-1-B	Demand	Summer	Mid-Peak	\$ 3.43	\$ 3.50	\$ 4.10
TOU-GS-1-D	Energy	Summer	On-Peak	\$ 0.07562	\$ 0.07755	\$ 0.09395
TOU-GS-1-D	Energy	Summer	Mid-Peak	\$ 0.06683	\$ 0.06858	\$ 0.08345
TOU-GS-1-D	Energy	Summer	Off-peak	\$ 0.03712	\$ 0.03826	\$ 0.04792
TOU-GS-1-D	Energy	Winter	Mid-Peak	\$ 0.07030	\$ 0.07212	\$ 0.08759
TOU-GS-1-D	Energy	Winter	Off-peak	\$ 0.04509	\$ 0.04640	\$ 0.05746
TOU-GS-1-D	Energy	Winter	Super-Off-Peak	\$ 0.02951	\$ 0.03049	\$ 0.03882
TOU-GS-1-D	Demand	Summer	On-Peak	\$ 14.50	\$ 14.80	\$ 17.34
TOU-GS-1-D	Demand	Winter	Mid-Peak	\$ 3.37	\$ 3.44	\$ 4.03
TOU-GS-1-E	Energy	Summer	On-Peak	\$ 0.29341	\$ 0.29983	\$ 0.35437
TOU-GS-1-E	Energy	Summer	Mid-Peak	\$ 0.10625	\$ 0.10881	\$ 0.13058
TOU-GS-1-E	Energy	Summer	Off-peak	\$ 0.06074	\$ 0.06237	\$ 0.07617
TOU-GS-1-E	Energy	Winter	Mid-Peak	\$ 0.12577	\$ 0.12874	\$ 0.15392
TOU-GS-1-E	Energy	Winter	Off-peak	\$ 0.05103	\$ 0.05245	\$ 0.06455
TOU-GS-1-E	Energy	Winter	Super-Off-Peak	\$ 0.02621	\$ 0.02712	\$ 0.03488
TOU-GS-1-ES	Energy	Summer	On-Peak	\$ 0.41153	\$ 0.42038	\$ 0.49561
TOU-GS-1-ES	Energy	Summer	Mid-Peak	\$ 0.12134	\$ 0.12422	\$ 0.14863
TOU-GS-1-ES	Energy	Summer	Off-peak	\$ 0.04146	\$ 0.04269	\$ 0.05311
TOU-GS-1-ES	Energy	Winter	Mid-Peak	\$ 0.11802	\$ 0.12083	\$ 0.14466
TOU-GS-1-ES	Energy	Winter	Off-peak	\$ 0.04730	\$ 0.04864	\$ 0.06009
TOU-GS-1-ES	Energy	Winter	Super-Off-Peak	\$ 0.02382	\$ 0.02469	\$ 0.03202
TOU-GS-1-PRI-A	Energy	Summer	On-Peak	\$ 0.11168	\$ 0.11435	\$ 0.13707
TOU-GS-1-PRI-A	Energy	Summer	Mid-Peak	\$ 0.10347	\$ 0.10598	\$ 0.12726
TOU-GS-1-PRI-A	Energy	Summer	Off-peak	\$ 0.09857	\$ 0.10097	\$ 0.12140
TOU-GS-1-PRI-A	Energy	Winter	Mid-Peak	\$ 0.06238	\$ 0.06404	\$ 0.07813
TOU-GS-1-PRI-A	Energy	Winter	Off-peak	\$ 0.05421	\$ 0.05570	\$ 0.06836
TOU-GS-1-PRI-B	Energy	Summer	On-Peak	\$ 0.04908	\$ 0.05047	\$ 0.06223
TOU-GS-1-PRI-B	Energy	Summer	Mid-Peak	\$ 0.04483	\$ 0.04613	\$ 0.05714
TOU-GS-1-PRI-B	Energy	Summer	Off-peak	\$ 0.04229	\$ 0.04353	\$ 0.05410
TOU-GS-1-PRI-B	Energy	Winter	Mid-Peak	\$ 0.06285	\$ 0.06452	\$ 0.07869
TOU-GS-1-PRI-B	Energy	Winter	Off-peak	\$ 0.05468	\$ 0.05617	\$ 0.06891
TOU-GS-1-PRI-B	Demand	Summer	On-Peak	\$ 10.64	\$ 10.86	\$ 12.72
TOU-GS-1-PRI-B	Demand	Summer	Mid-Peak	\$ 3.28	\$ 3.35	\$ 3.92
TOU-GS-1-PRI-D	Energy	Summer	On-Peak	\$ 0.07477	\$ 0.07669	\$ 0.09294
TOU-GS-1-PRI-D	Energy	Summer	Mid-Peak	\$ 0.06599	\$ 0.06772	\$ 0.08244
TOU-GS-1-PRI-D	Energy	Summer	Off-peak	\$ 0.03628	\$ 0.03740	\$ 0.04691
TOU-GS-1-PRI-D	Energy	Winter	Mid-Peak	\$ 0.06945	\$ 0.07126	\$ 0.08658
TOU-GS-1-PRI-D	Energy	Winter	Off-peak	\$ 0.04425	\$ 0.04553	\$ 0.05645
TOU-GS-1-PRI-D	Energy	Winter	Super-Off-Peak	\$ 0.02867	\$ 0.02963	\$ 0.03781
TOU-GS-1-PRI-D	Demand	Summer	On-Peak	\$ 14.40	\$ 14.69	\$ 17.22

Energy rates are shown in \$/kWh and demand rates are shown in \$/kW.

Exhibit B to Resolution 21-06-014
 2021 Phase 1 and 2 Non-residential Rate Schedules (CARE)

TOU-GS-1-PRI-D Demand	Winter	Mid-Peak	\$ 3.26	\$ 3.33	\$ 3.90
TOU-GS-1-PRI-E Energy	Summer	On-Peak	\$ 0.29210	\$ 0.29849	\$ 0.35280
TOU-GS-1-PRI-E Energy	Summer	Mid-Peak	\$ 0.10494	\$ 0.10747	\$ 0.12901
TOU-GS-1-PRI-E Energy	Summer	Off-peak	\$ 0.05943	\$ 0.06103	\$ 0.07460
TOU-GS-1-PRI-E Energy	Winter	Mid-Peak	\$ 0.12446	\$ 0.12740	\$ 0.15236
TOU-GS-1-PRI-E Energy	Winter	Off-peak	\$ 0.04972	\$ 0.05111	\$ 0.06298
TOU-GS-1-PRI-E Energy	Winter	Super-Off-Peak	\$ 0.02490	\$ 0.02579	\$ 0.03331
TOU-GS-1-PRI-ES Energy	Summer	On-Peak	\$ 0.41022	\$ 0.41905	\$ 0.49404
TOU-GS-1-PRI-ES Energy	Summer	Mid-Peak	\$ 0.12003	\$ 0.12288	\$ 0.14706
TOU-GS-1-PRI-ES Energy	Summer	Off-peak	\$ 0.04015	\$ 0.04135	\$ 0.05155
TOU-GS-1-PRI-ES Energy	Winter	Mid-Peak	\$ 0.11671	\$ 0.11949	\$ 0.14309
TOU-GS-1-PRI-ES Energy	Winter	Off-peak	\$ 0.04599	\$ 0.04731	\$ 0.05852
TOU-GS-1-PRI-ES Energy	Winter	Super-Off-Peak	\$ 0.02251	\$ 0.02335	\$ 0.03045
TOU-GS-1-SUB-A Energy	Summer	On-Peak	\$ 0.11009	\$ 0.11273	\$ 0.13517
TOU-GS-1-SUB-A Energy	Summer	Mid-Peak	\$ 0.10189	\$ 0.10436	\$ 0.12537
TOU-GS-1-SUB-A Energy	Summer	Off-peak	\$ 0.09699	\$ 0.09936	\$ 0.11950
TOU-GS-1-SUB-A Energy	Winter	Mid-Peak	\$ 0.06080	\$ 0.06243	\$ 0.07624
TOU-GS-1-SUB-A Energy	Winter	Off-peak	\$ 0.05263	\$ 0.05408	\$ 0.06646
TOU-GS-1-SUB-B Energy	Summer	On-Peak	\$ 0.04837	\$ 0.04973	\$ 0.06137
TOU-GS-1-SUB-B Energy	Summer	Mid-Peak	\$ 0.04411	\$ 0.04539	\$ 0.05628
TOU-GS-1-SUB-B Energy	Summer	Off-peak	\$ 0.04157	\$ 0.04280	\$ 0.05324
TOU-GS-1-SUB-B Energy	Winter	Mid-Peak	\$ 0.06213	\$ 0.06378	\$ 0.07783
TOU-GS-1-SUB-B Energy	Winter	Off-peak	\$ 0.05396	\$ 0.05544	\$ 0.06805
TOU-GS-1-SUB-B Demand	Summer	On-Peak	\$ 10.37	\$ 10.58	\$ 12.40
TOU-GS-1-SUB-B Demand	Summer	Mid-Peak	\$ 3.01	\$ 3.07	\$ 3.60
TOU-GS-1-SUB-D Energy	Summer	On-Peak	\$ 0.07405	\$ 0.07595	\$ 0.09208
TOU-GS-1-SUB-D Energy	Summer	Mid-Peak	\$ 0.06527	\$ 0.06699	\$ 0.08158
TOU-GS-1-SUB-D Energy	Summer	Off-peak	\$ 0.03556	\$ 0.03666	\$ 0.04606
TOU-GS-1-SUB-D Energy	Winter	Mid-Peak	\$ 0.06873	\$ 0.07052	\$ 0.08572
TOU-GS-1-SUB-D Energy	Winter	Off-peak	\$ 0.04353	\$ 0.04480	\$ 0.05559
TOU-GS-1-SUB-D Energy	Winter	Super-Off-Peak	\$ 0.02795	\$ 0.02890	\$ 0.03695
TOU-GS-1-SUB-D Demand	Summer	On-Peak	\$ 14.18	\$ 14.48	\$ 16.96
TOU-GS-1-SUB-D Demand	Winter	Mid-Peak	\$ 3.05	\$ 3.11	\$ 3.65
TOU-GS-1-SUB-E Energy	Summer	On-Peak	\$ 0.29052	\$ 0.29687	\$ 0.35091
TOU-GS-1-SUB-E Energy	Summer	Mid-Peak	\$ 0.10335	\$ 0.10586	\$ 0.12712
TOU-GS-1-SUB-E Energy	Summer	Off-peak	\$ 0.05785	\$ 0.05941	\$ 0.07271
TOU-GS-1-SUB-E Energy	Winter	Mid-Peak	\$ 0.12288	\$ 0.12578	\$ 0.15046
TOU-GS-1-SUB-E Energy	Winter	Off-peak	\$ 0.04813	\$ 0.04950	\$ 0.06109
TOU-GS-1-SUB-E Energy	Winter	Super-Off-Peak	\$ 0.02332	\$ 0.02417	\$ 0.03142
TOU-GS-2-B Energy	Summer	On-Peak	\$ 0.04825	\$ 0.04962	\$ 0.06128
TOU-GS-2-B Energy	Summer	Mid-Peak	\$ 0.04408	\$ 0.04536	\$ 0.05629
TOU-GS-2-B Energy	Summer	Off-peak	\$ 0.04159	\$ 0.04283	\$ 0.05332
TOU-GS-2-B Energy	Winter	Mid-Peak	\$ 0.06251	\$ 0.06418	\$ 0.07834
TOU-GS-2-B Energy	Winter	Off-peak	\$ 0.03222	\$ 0.03326	\$ 0.04212
TOU-GS-2-B Demand	Summer	On-Peak	\$ 13.66	\$ 13.94	\$ 16.33
TOU-GS-2-B Demand	Summer	Mid-Peak	\$ 4.53	\$ 4.63	\$ 5.42
TOU-GS-2-D Energy	Summer	On-Peak	\$ 0.07385	\$ 0.07575	\$ 0.09190
TOU-GS-2-D Energy	Summer	Mid-Peak	\$ 0.06457	\$ 0.06628	\$ 0.08080
TOU-GS-2-D Energy	Summer	Off-peak	\$ 0.03556	\$ 0.03667	\$ 0.04611
TOU-GS-2-D Energy	Winter	Mid-Peak	\$ 0.05246	\$ 0.05392	\$ 0.06632
TOU-GS-2-D Energy	Winter	Off-peak	\$ 0.04110	\$ 0.04232	\$ 0.05273
TOU-GS-2-D Energy	Winter	Super-Off-Peak	\$ 0.01975	\$ 0.02053	\$ 0.02720
TOU-GS-2-D Demand	Summer	On-Peak	\$ 19.46	\$ 19.86	\$ 23.26

Energy rates are shown in \$/kWh and demand rates are shown in \$/kW.

Exhibit B to Resolution 21-06-014
 2021 Phase 1 and 2 Non-residential Rate Schedules (CARE)

TOU-GS-2-D	Demand	Winter	Mid-Peak	\$	3.94	\$	4.02	\$	4.71
TOU-GS-2-E	Energy	Summer	On-Peak	\$	0.32956	\$	0.33672	\$	0.39764
TOU-GS-2-E	Energy	Summer	Mid-Peak	\$	0.06464	\$	0.06635	\$	0.08088
TOU-GS-2-E	Energy	Summer	Off-peak	\$	0.03563	\$	0.03674	\$	0.04619
TOU-GS-2-E	Energy	Winter	Mid-Peak	\$	0.09358	\$	0.09589	\$	0.11549
TOU-GS-2-E	Energy	Winter	Off-peak	\$	0.04116	\$	0.04239	\$	0.05281
TOU-GS-2-E	Energy	Winter	Super-Off-Peak	\$	0.01981	\$	0.02060	\$	0.02728
TOU-GS-2-E	Demand	Summer	On-Peak	\$	4.27	\$	4.36	\$	5.11
TOU-GS-2-E	Demand	Winter	Mid-Peak	\$	0.83	\$	0.84	\$	0.99
TOU-GS-2-PRI-B	Energy	Summer	On-Peak	\$	0.04739	\$	0.04874	\$	0.06025
TOU-GS-2-PRI-B	Energy	Summer	Mid-Peak	\$	0.04321	\$	0.04448	\$	0.05526
TOU-GS-2-PRI-B	Energy	Summer	Off-peak	\$	0.04073	\$	0.04194	\$	0.05229
TOU-GS-2-PRI-B	Energy	Winter	Mid-Peak	\$	0.06165	\$	0.06330	\$	0.07730
TOU-GS-2-PRI-B	Energy	Winter	Off-peak	\$	0.03136	\$	0.03238	\$	0.04109
TOU-GS-2-PRI-B	Demand	Summer	On-Peak	\$	13.48	\$	13.75	\$	16.11
TOU-GS-2-PRI-B	Demand	Summer	Mid-Peak	\$	4.35	\$	4.44	\$	5.20
TOU-GS-2-PRI-D	Energy	Summer	On-Peak	\$	0.07299	\$	0.07487	\$	0.09086
TOU-GS-2-PRI-D	Energy	Summer	Mid-Peak	\$	0.06371	\$	0.06540	\$	0.07977
TOU-GS-2-PRI-D	Energy	Summer	Off-peak	\$	0.03470	\$	0.03579	\$	0.04508
TOU-GS-2-PRI-D	Energy	Winter	Mid-Peak	\$	0.05160	\$	0.05304	\$	0.06529
TOU-GS-2-PRI-D	Energy	Winter	Off-peak	\$	0.04023	\$	0.04144	\$	0.05170
TOU-GS-2-PRI-D	Energy	Winter	Super-Off-Peak	\$	0.01888	\$	0.01965	\$	0.02617
TOU-GS-2-PRI-D	Demand	Summer	On-Peak	\$	19.31	\$	19.71	\$	23.09
TOU-GS-2-PRI-D	Demand	Winter	Mid-Peak	\$	3.80	\$	3.87	\$	4.54
TOU-GS-2-PRI-E	Energy	Summer	On-Peak	\$	0.32835	\$	0.33549	\$	0.39620
TOU-GS-2-PRI-E	Energy	Summer	Mid-Peak	\$	0.06343	\$	0.06512	\$	0.07944
TOU-GS-2-PRI-E	Energy	Summer	Off-peak	\$	0.03443	\$	0.03551	\$	0.04475
TOU-GS-2-PRI-E	Energy	Winter	Mid-Peak	\$	0.09238	\$	0.09466	\$	0.11405
TOU-GS-2-PRI-E	Energy	Winter	Off-peak	\$	0.03996	\$	0.04116	\$	0.05137
TOU-GS-2-PRI-E	Energy	Winter	Super-Off-Peak	\$	0.01861	\$	0.01937	\$	0.02584
TOU-GS-2-PRI-E	Demand	Summer	On-Peak	\$	4.24	\$	4.33	\$	5.07
TOU-GS-2-PRI-E	Demand	Winter	Mid-Peak	\$	0.80	\$	0.81	\$	0.95
TOU-GS-2-PRI-R	Energy	Summer	On-Peak	\$	0.21483	\$	0.21963	\$	0.26046
TOU-GS-2-PRI-R	Energy	Summer	Mid-Peak	\$	0.08977	\$	0.09200	\$	0.11093
TOU-GS-2-PRI-R	Energy	Summer	Off-peak	\$	0.04029	\$	0.04150	\$	0.05177
TOU-GS-2-PRI-R	Energy	Winter	Mid-Peak	\$	0.06121	\$	0.06285	\$	0.07678
TOU-GS-2-PRI-R	Energy	Winter	Off-peak	\$	0.03092	\$	0.03194	\$	0.04056
TOU-GS-2-R	Energy	Summer	On-Peak	\$	0.21613	\$	0.22096	\$	0.26202
TOU-GS-2-R	Energy	Summer	Mid-Peak	\$	0.09108	\$	0.09333	\$	0.11249
TOU-GS-2-R	Energy	Summer	Off-peak	\$	0.04159	\$	0.04283	\$	0.05332
TOU-GS-2-R	Energy	Winter	Mid-Peak	\$	0.06251	\$	0.06418	\$	0.07834
TOU-GS-2-R	Energy	Winter	Off-peak	\$	0.03222	\$	0.03326	\$	0.04212
TOU-GS-2-SUB-B	Energy	Summer	On-Peak	\$	0.04632	\$	0.04765	\$	0.05897
TOU-GS-2-SUB-B	Energy	Summer	Mid-Peak	\$	0.04214	\$	0.04339	\$	0.05398
TOU-GS-2-SUB-B	Energy	Summer	Off-peak	\$	0.03966	\$	0.04085	\$	0.05101
TOU-GS-2-SUB-B	Energy	Winter	Mid-Peak	\$	0.06058	\$	0.06221	\$	0.07603
TOU-GS-2-SUB-B	Energy	Winter	Off-peak	\$	0.03029	\$	0.03129	\$	0.03981
TOU-GS-2-SUB-B	Demand	Summer	On-Peak	\$	13.15	\$	13.42	\$	15.72
TOU-GS-2-SUB-B	Demand	Summer	Mid-Peak	\$	4.02	\$	4.10	\$	4.81
TOU-GS-2-SUB-D	Energy	Summer	On-Peak	\$	0.07192	\$	0.07378	\$	0.08959
TOU-GS-2-SUB-D	Energy	Summer	Mid-Peak	\$	0.06264	\$	0.06431	\$	0.07849
TOU-GS-2-SUB-D	Energy	Summer	Off-peak	\$	0.03363	\$	0.03470	\$	0.04380
TOU-GS-2-SUB-D	Energy	Winter	Mid-Peak	\$	0.05053	\$	0.05195	\$	0.06401

Energy rates are shown in \$/kWh and demand rates are shown in \$/kW.

Exhibit B to Resolution 21-06-014
 2021 Phase 1 and 2 Non-residential Rate Schedules (CARE)

TOU-GS-2-SUB-D Energy	Winter	Off-peak	\$	0.03916	\$	0.04035	\$	0.05042
TOU-GS-2-SUB-D Energy	Winter	Super-Off-Peak	\$	0.01781	\$	0.01856	\$	0.02489
TOU-GS-2-SUB-D Demand	Summer	On-Peak	\$	19.04	\$	19.43	\$	22.76
TOU-GS-2-SUB-D Demand	Winter	Mid-Peak	\$	3.52	\$	3.60	\$	4.21
TOU-GS-3-B Energy	Summer	On-Peak	\$	0.04428	\$	0.04555	\$	0.05635
TOU-GS-3-B Energy	Summer	Mid-Peak	\$	0.04034	\$	0.04153	\$	0.05164
TOU-GS-3-B Energy	Summer	Off-peak	\$	0.03811	\$	0.03926	\$	0.04898
TOU-GS-3-B Energy	Winter	Mid-Peak	\$	0.05279	\$	0.05424	\$	0.06653
TOU-GS-3-B Energy	Winter	Off-peak	\$	0.02987	\$	0.03084	\$	0.03912
TOU-GS-3-B Demand	Summer	On-Peak	\$	12.32	\$	12.57	\$	14.73
TOU-GS-3-B Demand	Summer	Mid-Peak	\$	4.10	\$	4.18	\$	4.90
TOU-GS-3-D Energy	Summer	On-Peak	\$	0.06799	\$	0.06975	\$	0.08470
TOU-GS-3-D Energy	Summer	Mid-Peak	\$	0.05939	\$	0.06098	\$	0.07443
TOU-GS-3-D Energy	Summer	Off-peak	\$	0.03307	\$	0.03411	\$	0.04295
TOU-GS-3-D Energy	Winter	Mid-Peak	\$	0.04890	\$	0.05027	\$	0.06188
TOU-GS-3-D Energy	Winter	Off-peak	\$	0.03825	\$	0.03940	\$	0.04914
TOU-GS-3-D Energy	Winter	Super-Off-Peak	\$	0.01829	\$	0.01902	\$	0.02527
TOU-GS-3-D Demand	Summer	On-Peak	\$	18.46	\$	18.84	\$	22.07
TOU-GS-3-D Demand	Winter	Mid-Peak	\$	3.36	\$	3.43	\$	4.02
TOU-GS-3-E Energy	Summer	On-Peak	\$	0.28765	\$	0.29394	\$	0.34735
TOU-GS-3-E Energy	Summer	Mid-Peak	\$	0.05946	\$	0.06105	\$	0.07451
TOU-GS-3-E Energy	Summer	Off-peak	\$	0.03314	\$	0.03418	\$	0.04304
TOU-GS-3-E Energy	Winter	Mid-Peak	\$	0.08043	\$	0.08245	\$	0.09958
TOU-GS-3-E Energy	Winter	Off-peak	\$	0.03832	\$	0.03947	\$	0.04922
TOU-GS-3-E Energy	Winter	Super-Off-Peak	\$	0.01836	\$	0.01909	\$	0.02536
TOU-GS-3-E Demand	Summer	On-Peak	\$	4.05	\$	4.13	\$	4.84
TOU-GS-3-E Demand	Winter	Mid-Peak	\$	0.71	\$	0.72	\$	0.85
TOU-GS-3-PRI-B Energy	Summer	On-Peak	\$	0.04342	\$	0.04468	\$	0.05533
TOU-GS-3-PRI-B Energy	Summer	Mid-Peak	\$	0.03948	\$	0.04065	\$	0.05062
TOU-GS-3-PRI-B Energy	Summer	Off-peak	\$	0.03726	\$	0.03839	\$	0.04796
TOU-GS-3-PRI-B Energy	Winter	Mid-Peak	\$	0.05194	\$	0.05337	\$	0.06551
TOU-GS-3-PRI-B Energy	Winter	Off-peak	\$	0.02902	\$	0.02997	\$	0.03810
TOU-GS-3-PRI-B Demand	Summer	On-Peak	\$	12.15	\$	12.40	\$	14.52
TOU-GS-3-PRI-B Demand	Summer	Mid-Peak	\$	3.92	\$	4.00	\$	4.69
TOU-GS-3-PRI-D Energy	Summer	On-Peak	\$	0.06713	\$	0.06887	\$	0.08368
TOU-GS-3-PRI-D Energy	Summer	Mid-Peak	\$	0.05854	\$	0.06010	\$	0.07340
TOU-GS-3-PRI-D Energy	Summer	Off-peak	\$	0.03222	\$	0.03324	\$	0.04193
TOU-GS-3-PRI-D Energy	Winter	Mid-Peak	\$	0.04805	\$	0.04939	\$	0.06085
TOU-GS-3-PRI-D Energy	Winter	Off-peak	\$	0.03739	\$	0.03852	\$	0.04812
TOU-GS-3-PRI-D Energy	Winter	Super-Off-Peak	\$	0.01743	\$	0.01815	\$	0.02425
TOU-GS-3-PRI-D Demand	Summer	On-Peak	\$	18.31	\$	18.69	\$	21.89
TOU-GS-3-PRI-D Demand	Winter	Mid-Peak	\$	3.21	\$	3.28	\$	3.84
TOU-GS-3-PRI-E Energy	Summer	On-Peak	\$	0.28651	\$	0.29277	\$	0.34598
TOU-GS-3-PRI-E Energy	Summer	Mid-Peak	\$	0.05832	\$	0.05988	\$	0.07314
TOU-GS-3-PRI-E Energy	Summer	Off-peak	\$	0.03200	\$	0.03301	\$	0.04167
TOU-GS-3-PRI-E Energy	Winter	Mid-Peak	\$	0.07929	\$	0.08128	\$	0.09821
TOU-GS-3-PRI-E Energy	Winter	Off-peak	\$	0.03717	\$	0.03830	\$	0.04785
TOU-GS-3-PRI-E Energy	Winter	Super-Off-Peak	\$	0.01721	\$	0.01792	\$	0.02399
TOU-GS-3-PRI-E Demand	Summer	On-Peak	\$	4.02	\$	4.10	\$	4.81
TOU-GS-3-PRI-E Demand	Winter	Mid-Peak	\$	0.68	\$	0.69	\$	0.81
TOU-GS-3-PRI-R Energy	Summer	On-Peak	\$	0.18663	\$	0.19084	\$	0.22657
TOU-GS-3-PRI-R Energy	Summer	Mid-Peak	\$	0.07718	\$	0.07913	\$	0.09569
TOU-GS-3-PRI-R Energy	Summer	Off-peak	\$	0.03688	\$	0.03800	\$	0.04751

Energy rates are shown in \$/kWh and demand rates are shown in \$/kW.

Exhibit B to Resolution 21-06-014
 2021 Phase 1 and 2 Non-residential Rate Schedules (CARE)

TOU-GS-3-PRI-R Energy	Winter	Mid-Peak	\$	0.05156	\$	0.05298	\$	0.06506
TOU-GS-3-PRI-R Energy	Winter	Off-peak	\$	0.02864	\$	0.02959	\$	0.03765
TOU-GS-3-R Energy	Summer	On-Peak	\$	0.18787	\$	0.19210	\$	0.22804
TOU-GS-3-R Energy	Summer	Mid-Peak	\$	0.07841	\$	0.08039	\$	0.09717
TOU-GS-3-R Energy	Summer	Off-peak	\$	0.03811	\$	0.03926	\$	0.04898
TOU-GS-3-R Energy	Winter	Mid-Peak	\$	0.05279	\$	0.05424	\$	0.06653
TOU-GS-3-R Energy	Winter	Off-peak	\$	0.02987	\$	0.03084	\$	0.03912
TOU-GS-3-SUB-D Energy	Summer	On-Peak	\$	0.06610	\$	0.06782	\$	0.08245
TOU-GS-3-SUB-D Energy	Summer	Mid-Peak	\$	0.05751	\$	0.05905	\$	0.07217
TOU-GS-3-SUB-D Energy	Summer	Off-peak	\$	0.03119	\$	0.03219	\$	0.04070
TOU-GS-3-SUB-D Energy	Winter	Mid-Peak	\$	0.04702	\$	0.04834	\$	0.05962
TOU-GS-3-SUB-D Energy	Winter	Off-peak	\$	0.03637	\$	0.03747	\$	0.04689
TOU-GS-3-SUB-D Energy	Winter	Super-Off-Peak	\$	0.01640	\$	0.01710	\$	0.02302
TOU-GS-3-SUB-D Demand	Summer	On-Peak	\$	18.07	\$	18.44	\$	21.60
TOU-GS-3-SUB-D Demand	Winter	Mid-Peak	\$	2.97	\$	3.03	\$	3.55

Energy rates are shown in \$/kWh and demand rates are shown in \$/kW.

Exhibit C to Resolution 21-06-014
 2021 Phase 1 and 2 Peak Management Pricing (PMP) Rate Schedules

CPA RATE	TYPE	SEASON	TOU PERIOD	LEAN	CLEAN	100% GREEN
TOU-GS-1-E	Energy Surcharge	All_Year	On-Peak	\$ 1.00	\$ 1.00	\$ 1.00
TOU-GS-1-E	Energy Credit	Summer	On-Peak	\$ (0.17054)	\$ (0.17054)	\$ (0.17054)
TOU-GS-1-ES	Energy Surcharge	All_Year	On-Peak	\$ 1.00	\$ 1.00	\$ 1.00
TOU-GS-1-ES	Energy Credit	Summer	On-Peak	\$ (0.17054)	\$ (0.17054)	\$ (0.17054)
TOU-GS-2-D	Energy Surcharge	All_Year	On-Peak	\$ 1.00	\$ 1.00	\$ 1.00
TOU-GS-2-D	Demand Credit	Summer	On-Peak	\$ (8.56)	\$ (8.56)	\$ (8.56)
TOU-GS-3-D	Energy Surcharge	All_Year	On-Peak	\$ 1.00	\$ 1.00	\$ 1.00
TOU-GS-3-D	Demand Credit	Summer	On-Peak	\$ (9.44)	\$ (9.44)	\$ (9.44)
TOU-8-SEC-D	Energy Surcharge	All_Year	On-Peak	\$ 1.00	\$ 1.00	\$ 1.00
TOU-8-SEC-D	Demand Credit	Summer	On-Peak	\$ (10.28)	\$ (10.28)	\$ (10.28)
TOU-8-PRI-D	Energy Surcharge	All_Year	On-Peak	\$ 1.00	\$ 1.00	\$ 1.00
TOU-8-PRI-D	Demand Credit	Summer	On-Peak	\$ (10.65)	\$ (10.65)	\$ (10.65)
TOU-8-SUB-D	Energy Surcharge	All_Year	On-Peak	\$ 1.00	\$ 1.00	\$ 1.00
TOU-8-SUB-D	Demand Credit	Summer	On-Peak	\$ (10.55)	\$ (10.55)	\$ (10.55)
TOU-PA-2-D	Energy Surcharge	All_Year	On-Peak	\$ 1.00	\$ 1.00	\$ 1.00
TOU-PA-2-D	Demand Credit	Summer	On-Peak	\$ (7.10)	\$ (7.10)	\$ (7.10)
TOU-PA-2-D-5	Energy Surcharge	All_Year	On-Peak	\$ 1.00	\$ 1.00	\$ 1.00
TOU-PA-2-D-5	Demand Credit	Summer	On-Peak	\$ (7.10)	\$ (7.10)	\$ (7.10)
TOU-PA-3-D	Energy Surcharge	All_Year	On-Peak	\$ 1.00	\$ 1.00	\$ 1.00
TOU-PA-3-D	Demand Credit	Summer	On-Peak	\$ (7.73)	\$ (7.73)	\$ (7.73)
TOU-PA-3-D-5	Energy Surcharge	All_Year	On-Peak	\$ 1.00	\$ 1.00	\$ 1.00
TOU-PA-3-D-5	Demand Credit	Summer	On-Peak	\$ (7.73)	\$ (7.73)	\$ (7.73)

Credit is applied to peak demand charge in \$/kW, except TOU-GS-1 customers for which it is applied to on-peak energy charges in (\$/kWh)

Rates apply equally to all service voltages

RESOLUTION NO. 21-06-015**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA
TO APPROVE 2021 RATES FOR PHASE 3 & 5
RESIDENTIAL CUSTOMERS****THE BOARD OF DIRECTORS OF THE CLEAN POWER ALLIANCE OF SOUTHERN
CALIFORNIA DOES HEREBY FIND, RESOLVE, AND ORDER AS FOLLOWS:**

WHEREAS, the Clean Power Alliance of Southern California (formerly known as Los Angeles Community Choice Energy Authority) ("Clean Power Alliance" or "CPA") was formed on June 27, 2017;

WHEREAS, on February 1, 2019, Phase 3 commenced with the enrollment of all residential customers in CPA's current territory, necessitating the adoption of Phase 3 residential rates;

WHEREAS, on June 1, 2020, Phase 5 commenced with the enrollment of all customers in Westlake Village, necessitating the adoption of Phase 5 residential rates;

WHEREAS, on August 16, 2018, the CPA Board of Directors ("Board") directed staff to procure energy for three rate products (36% renewable, 50% renewable, and 100% renewable) within cost targets for each product and maximize non-emitting energy resources for the non-renewable portions of the portfolio ("August 2018 Approval");

WHEREAS, on December 7, 2020 the Board approved the Power Share Tariff which would provide a 20 percent discount to eligible customers on their generation and delivery charges, require that Power Share rates be adjusted to maintain the 20 percent discount whenever the otherwise applicable CPA or SCE rates change; and authorized the Executive Director to change the rates to maintain the 20 percent discount;

WHEREAS, on April 1, 2021 the Board directed staff to adopt changes in the procurement of CPA's three rate products for calendar years 2021 and 2022 such that (i) Lean Power would contain 40% greenhouse gas ("GHG") free energy, (ii) Clean Power would contain 40% renewable energy and 10% GHG free energy, and (iii) 100% Green Power would contain 100% renewable energy;

WHEREAS, on May 6, 2021, the Board approved a rate setting approach that directed staff to develop rates for each of CPA's three rate products based on the cost to service (COS) each rate product provided that staff maintain a subsidy for CARE¹ rates at the levels adopted by the Board on May 7, 2020 and maintain 100% Green residential rates targets at a 9% premium to SCE base rates ("Rate Setting Approach"). This Rate Setting Approach applies to Fiscal Year (FY) 2021/2022; and,

¹ When referring to CARE customer rates, other programs that protect low-income and vulnerable customers, such as FERA and Medical Baseline, will also receive the subsidy.

WHEREAS, staff anticipates that SCE will change its rates or charges effective June 1, 2021 and recognizes that SCE may change its rates from time to time, which can impact Power Share rates.

NOW THEREFORE, BE IT DETERMINED, ORDERED, AND RESOLVED, BY THE BOARD OF DIRECTORS OF THE CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA THAT:

1. The Rate Setting Approach will apply to all rates for Phases 3 and 5 customers as well as Power Share Rates;
2. The proposed Phases 3 & 5 rate schedules as presented in Exhibit A are hereby approved effective July 1, 2021.
3. The proposed Phases 3 & 5 rate schedules for CARE, FERA, and Medical Baseline customers as presented in Exhibit B are hereby approved effective July 1, 2021.
4. The Power Share Rates as presented in Exhibit C are hereby approved effective July 1, 2021 and as may be amended by the Executive Director.

APPROVED AND ADOPTED this ____ day of _____ 2021.

Diana Mahmud, Chair

ATTEST:

Gabriela Monzon, Secretary

Exhibit A to Resolution 21-06-015
2021 Phase 3 and 5 Residential Rate Schedules

CPA RATE	TYPE	SEASON	TOU PERIOD	LEAN	CLEAN	100% GREEN	DEFAULT 100% GREEN
DOMESTIC	Energy	All_Year	None	\$ 0.08234	\$ 0.08460	\$ 0.09213	\$ 0.09213
TOU-D-4	Energy	Summer	On-Peak	\$ 0.17670	\$ 0.18092	\$ 0.20206	\$ 0.20206
TOU-D-4	Energy	Summer	Mid-Peak	\$ 0.09169	\$ 0.09415	\$ 0.09841	\$ 0.09841
TOU-D-4	Energy	Summer	Off-peak	\$ 0.05911	\$ 0.06090	\$ 0.06474	\$ 0.06474
TOU-D-4	Energy	Winter	Mid-Peak	\$ 0.11733	\$ 0.12031	\$ 0.13110	\$ 0.13110
TOU-D-4	Energy	Winter	Off-peak	\$ 0.07386	\$ 0.07595	\$ 0.08379	\$ 0.08379
TOU-D-4	Energy	Winter	Super-Off-Peak	\$ 0.05271	\$ 0.05437	\$ 0.05864	\$ 0.05864
TOU-D-5	Energy	Summer	On-Peak	\$ 0.28159	\$ 0.28797	\$ 0.32889	\$ 0.32889
TOU-D-5	Energy	Summer	Mid-Peak	\$ 0.13956	\$ 0.14300	\$ 0.15576	\$ 0.15576
TOU-D-5	Energy	Summer	Off-peak	\$ 0.05143	\$ 0.05305	\$ 0.05454	\$ 0.05454
TOU-D-5	Energy	Winter	Mid-Peak	\$ 0.17702	\$ 0.18123	\$ 0.20311	\$ 0.20311
TOU-D-5	Energy	Winter	Off-peak	\$ 0.07201	\$ 0.07406	\$ 0.08075	\$ 0.08075
TOU-D-5	Energy	Winter	Super-Off-Peak	\$ 0.04536	\$ 0.04687	\$ 0.04963	\$ 0.04963
TOU-D-A	Energy	Summer	On-Peak	\$ 0.24477	\$ 0.25038	\$ 0.27256	\$ 0.27256
TOU-D-A	Energy	Summer	Off-peak	\$ 0.06558	\$ 0.06750	\$ 0.07351	\$ 0.07351
TOU-D-A	Energy	Summer	Super-Off-Peak	\$ 0.04443	\$ 0.04590	\$ 0.05001	\$ 0.05001
TOU-D-A	Energy	Winter	On-Peak	\$ 0.13335	\$ 0.13666	\$ 0.14879	\$ 0.14879
TOU-D-A	Energy	Winter	Off-peak	\$ 0.05348	\$ 0.05514	\$ 0.06005	\$ 0.06005
TOU-D-A	Energy	Winter	Super-Off-Peak	\$ 0.04561	\$ 0.04712	\$ 0.05132	\$ 0.05132
TOU-D-B	Energy	Summer	On-Peak	\$ 0.37240	\$ 0.38063	\$ 0.41290	\$ 0.41290
TOU-D-B	Energy	Summer	Off-peak	\$ 0.06558	\$ 0.06750	\$ 0.07351	\$ 0.07351
TOU-D-B	Energy	Summer	Super-Off-Peak	\$ 0.01441	\$ 0.01527	\$ 0.01784	\$ 0.01784
TOU-D-B	Energy	Winter	On-Peak	\$ 0.10467	\$ 0.10739	\$ 0.11489	\$ 0.11489
TOU-D-B	Energy	Winter	Off-peak	\$ 0.05348	\$ 0.05514	\$ 0.06005	\$ 0.06005
TOU-D-B	Energy	Winter	Super-Off-Peak	\$ 0.01510	\$ 0.01598	\$ 0.01861	\$ 0.01861
TOU-D-PRIME	Energy	Summer	On-Peak	\$ 0.24432	\$ 0.24993	\$ 0.27207	\$ 0.27207
TOU-D-PRIME	Energy	Summer	Mid-Peak	\$ 0.11096	\$ 0.11381	\$ 0.12391	\$ 0.12391
TOU-D-PRIME	Energy	Summer	Off-peak	\$ 0.03680	\$ 0.03813	\$ 0.04154	\$ 0.04154
TOU-D-PRIME	Energy	Winter	Mid-Peak	\$ 0.20248	\$ 0.20722	\$ 0.22558	\$ 0.22558
TOU-D-PRIME	Energy	Winter	Off-peak	\$ 0.03191	\$ 0.03314	\$ 0.03611	\$ 0.03611
TOU-D-PRIME	Energy	Winter	Super-Off-Peak	\$ 0.03191	\$ 0.03314	\$ 0.03611	\$ 0.03611
TOU-D-T	Energy	Summer	On-Peak	\$ 0.12020	\$ 0.12325	\$ 0.13441	\$ 0.13441
TOU-D-T	Energy	Summer	Off-peak	\$ 0.10678	\$ 0.10954	\$ 0.11946	\$ 0.11946
TOU-D-T	Energy	Winter	On-Peak	\$ 0.07271	\$ 0.07477	\$ 0.08172	\$ 0.08172
TOU-D-T	Energy	Winter	Off-peak	\$ 0.06359	\$ 0.06546	\$ 0.07157	\$ 0.07157
TOU-EV-1	Energy	Summer	On-Peak	\$ 0.24086	\$ 0.24638	\$ 0.26716	\$ 0.26716
TOU-EV-1	Energy	Summer	Off-peak	\$ 0.01237	\$ 0.01319	\$ 0.01550	\$ 0.01550
TOU-EV-1	Energy	Winter	On-Peak	\$ 0.08508	\$ 0.08740	\$ 0.09352	\$ 0.09352
TOU-EV-1	Energy	Winter	Off-peak	\$ 0.02062	\$ 0.02161	\$ 0.02490	\$ 0.02490

Energy rates are shown in \$/kWh.

Exhibit B to Resolution 21-06-015
 2021 Phase 3 and 5 Residential Rate Schedules (CARE)

CPA RATE	TYPE	SEASON	TOU PERIOD	LEAN - CARE	CLEAN - CARE	100% GREEN - CARE	DEFAULT 100% GREEN - CARE
DOMESTIC	Energy	All_Year	None	\$ 0.06992	\$ 0.07184	\$ 0.08818	\$ 0.07184
TOU-D-4	Energy	Summer	On-Peak	\$ 0.15005	\$ 0.15363	\$ 0.18399	\$ 0.15363
TOU-D-4	Energy	Summer	Mid-Peak	\$ 0.07786	\$ 0.07995	\$ 0.09767	\$ 0.07995
TOU-D-4	Energy	Summer	Off-peak	\$ 0.05019	\$ 0.05171	\$ 0.06459	\$ 0.05171
TOU-D-4	Energy	Winter	Mid-Peak	\$ 0.09963	\$ 0.10216	\$ 0.12370	\$ 0.10216
TOU-D-4	Energy	Winter	Off-peak	\$ 0.06272	\$ 0.06449	\$ 0.07956	\$ 0.06449
TOU-D-4	Energy	Winter	Super-Off-Peak	\$ 0.04476	\$ 0.04617	\$ 0.05810	\$ 0.04617
TOU-D-5	Energy	Summer	On-Peak	\$ 0.23912	\$ 0.24453	\$ 0.29049	\$ 0.24453
TOU-D-5	Energy	Summer	Mid-Peak	\$ 0.11851	\$ 0.12143	\$ 0.14628	\$ 0.12143
TOU-D-5	Energy	Summer	Off-peak	\$ 0.04367	\$ 0.04505	\$ 0.05679	\$ 0.04505
TOU-D-5	Energy	Winter	Mid-Peak	\$ 0.15032	\$ 0.15389	\$ 0.18431	\$ 0.15389
TOU-D-5	Energy	Winter	Off-peak	\$ 0.06115	\$ 0.06289	\$ 0.07769	\$ 0.06289
TOU-D-5	Energy	Winter	Super-Off-Peak	\$ 0.03852	\$ 0.03980	\$ 0.05063	\$ 0.03980
TOU-D-A	Energy	Summer	On-Peak	\$ 0.20785	\$ 0.21261	\$ 0.25310	\$ 0.21261
TOU-D-A	Energy	Summer	Off-peak	\$ 0.05569	\$ 0.05732	\$ 0.07116	\$ 0.05732
TOU-D-A	Energy	Summer	Super-Off-Peak	\$ 0.03773	\$ 0.03898	\$ 0.04968	\$ 0.03898
TOU-D-A	Energy	Winter	On-Peak	\$ 0.11324	\$ 0.11605	\$ 0.13997	\$ 0.11605
TOU-D-A	Energy	Winter	Off-peak	\$ 0.04541	\$ 0.04682	\$ 0.05887	\$ 0.04682
TOU-D-A	Energy	Winter	Super-Off-Peak	\$ 0.03873	\$ 0.04001	\$ 0.05088	\$ 0.04001
TOU-D-B	Energy	Summer	On-Peak	\$ 0.31623	\$ 0.32322	\$ 0.38269	\$ 0.32322
TOU-D-B	Energy	Summer	Off-peak	\$ 0.05569	\$ 0.05732	\$ 0.07116	\$ 0.05732
TOU-D-B	Energy	Summer	Super-Off-Peak	\$ 0.01224	\$ 0.01297	\$ 0.01921	\$ 0.01297
TOU-D-B	Energy	Winter	On-Peak	\$ 0.08888	\$ 0.09119	\$ 0.11085	\$ 0.09119
TOU-D-B	Energy	Winter	Off-peak	\$ 0.04541	\$ 0.04682	\$ 0.05887	\$ 0.04682
TOU-D-B	Energy	Winter	Super-Off-Peak	\$ 0.01282	\$ 0.01357	\$ 0.01991	\$ 0.01357
TOU-D-PRIME	Energy	Summer	On-Peak	\$ 0.20747	\$ 0.21223	\$ 0.25265	\$ 0.21223
TOU-D-PRIME	Energy	Summer	Mid-Peak	\$ 0.09422	\$ 0.09664	\$ 0.11723	\$ 0.09664
TOU-D-PRIME	Energy	Summer	Off-peak	\$ 0.03125	\$ 0.03238	\$ 0.04194	\$ 0.03238
TOU-D-PRIME	Energy	Winter	Mid-Peak	\$ 0.17194	\$ 0.17596	\$ 0.21016	\$ 0.17596
TOU-D-PRIME	Energy	Winter	Off-peak	\$ 0.02710	\$ 0.02814	\$ 0.03698	\$ 0.02814
TOU-D-PRIME	Energy	Winter	Super-Off-Peak	\$ 0.02710	\$ 0.02814	\$ 0.03698	\$ 0.02814
TOU-D-T	Energy	Summer	On-Peak	\$ 0.10207	\$ 0.10466	\$ 0.12662	\$ 0.10466
TOU-D-T	Energy	Summer	Off-peak	\$ 0.09067	\$ 0.09302	\$ 0.11298	\$ 0.09302
TOU-D-T	Energy	Winter	On-Peak	\$ 0.06174	\$ 0.06349	\$ 0.07839	\$ 0.06349
TOU-D-T	Energy	Winter	Off-peak	\$ 0.05400	\$ 0.05559	\$ 0.06914	\$ 0.05559

Energy rates are shown in \$/kWh.

Exhibit C to Resolution 21-06-015
2021 Power Share Rate Schedules

CPA RATE	TYPE	SEASON	CHARGE TYPE	TOU PERIOD	RATE
D-CARE-PS	Energy	All_Year	Generation	None	\$ 0.07184
D-CARE-PS	Energy	All_Year	Generation Credit - Tier 1	None	\$ (0.03280)
D-CARE-PS	Energy	All_Year	Generation Credit - Tier 2	None	\$ (0.04187)
D-CARE-PS	Energy	All_Year	Generation Credit - High Usage	None	\$ (0.05267)
D-FERA-PS	Energy	All_Year	Generation	None	\$ 0.07184
D-FERA-PS	Energy	All_Year	Generation Credit - Tier 1	None	\$ (0.03959)
D-FERA-PS	Energy	All_Year	Generation Credit - Tier 2	None	\$ (0.05053)
D-FERA-PS	Energy	All_Year	Generation Credit - High Usage	None	\$ (0.06285)
DOMESTIC-PS	Energy	All_Year	Generation	None	\$ 0.08460
DOMESTIC-PS	Energy	All_Year	Generation Credit - Tier 1	None	\$ (0.05068)
DOMESTIC-PS	Energy	All_Year	Generation Credit - Tier 2	None	\$ (0.06405)
DOMESTIC-PS	Energy	All_Year	Generation Credit - High Usage	None	\$ (0.07911)
TOU-D-4-C-PS	Energy	Summer	Generation	On-Peak	\$ 0.09328
TOU-D-4-C-PS	Energy	Summer	Generation	Mid-peak	\$ 0.02971
TOU-D-4-C-PS	Energy	Summer	Generation	Off-Peak	\$ 0.01326
TOU-D-4-C-PS	Energy	Winter	Generation	Mid-peak	\$ 0.04894
TOU-D-4-C-PS	Energy	Winter	Generation	Off-Peak	\$ 0.02434
TOU-D-4-C-PS	Energy	Winter	Generation	Super Off-Peak	\$ 0.00947
TOU-D-4-C-PS	Energy	All_Year	Baseline Credit Adjustment	None	\$ 0.01047
TOU-D-4-F-PS	Energy	Summer	Generation	On-Peak	\$ 0.08246
TOU-D-4-F-PS	Energy	Summer	Generation	Mid-peak	\$ 0.02053
TOU-D-4-F-PS	Energy	Summer	Generation	Off-Peak	\$ 0.00572
TOU-D-4-F-PS	Energy	Winter	Generation	Mid-peak	\$ 0.03925
TOU-D-4-F-PS	Energy	Winter	Generation	Off-Peak	\$ 0.01649
TOU-D-4-F-PS	Energy	Winter	Generation	Super Off-Peak	\$ 0.00215
TOU-D-4-F-PS	Energy	All_Year	Baseline Credit Adjustment	None	\$ 0.01194

Energy rates are shown in \$/kWh.

Exhibit C to Resolution 21-06-015
2021 Power Share Rate Schedules

CPA RATE	TYPE	SEASON	CHARGE TYPE	TOU PERIOD	RATE
TOU-D-4-PS	Energy	Summer	Generation	On-Peak	\$ 0.08849
TOU-D-4-PS	Energy	Summer	Generation	Mid-peak	\$ 0.01908
TOU-D-4-PS	Energy	Summer	Generation	Off-Peak	\$ 0.00318
TOU-D-4-PS	Energy	Winter	Generation	Mid-peak	\$ 0.04000
TOU-D-4-PS	Energy	Winter	Generation	Off-Peak	\$ 0.01522
TOU-D-4-PS	Energy	Winter	Generation	Super Off-Peak	\$ (0.00077)
TOU-D-4-PS	Energy	All_Year	Baseline Credit Adjustment	None	\$ 0.01460
TOU-D-5-C-PS	Energy	Summer	Generation	On-Peak	\$ 0.17040
TOU-D-5-C-PS	Energy	Summer	Generation	Mid-peak	\$ 0.06419
TOU-D-5-C-PS	Energy	Summer	Generation	Off-Peak	\$ 0.00642
TOU-D-5-C-PS	Energy	Winter	Generation	Mid-peak	\$ 0.09228
TOU-D-5-C-PS	Energy	Winter	Generation	Off-Peak	\$ 0.02187
TOU-D-5-C-PS	Energy	Winter	Generation	Super Off-Peak	\$ 0.00392
TOU-D-5-C-PS	Energy	All_Year	Baseline Credit Adjustment	None	\$ 0.01047
TOU-D-5-F-PS	Energy	Summer	Generation	On-Peak	\$ 0.15737
TOU-D-5-F-PS	Energy	Summer	Generation	Mid-peak	\$ 0.05392
TOU-D-5-F-PS	Energy	Summer	Generation	Off-Peak	\$ (0.00111)
TOU-D-5-F-PS	Energy	Winter	Generation	Mid-peak	\$ 0.08125
TOU-D-5-F-PS	Energy	Winter	Generation	Off-Peak	\$ 0.01392
TOU-D-5-F-PS	Energy	Winter	Generation	Super Off-Peak	\$ (0.00327)
TOU-D-5-F-PS	Energy	All_Year	Baseline Credit Adjustment	None	\$ 0.01194
TOU-D-5-PS	Energy	Summer	Generation	On-Peak	\$ 0.17236
TOU-D-5-PS	Energy	Summer	Generation	Mid-peak	\$ 0.05638
TOU-D-5-PS	Energy	Summer	Generation	Off-Peak	\$ (0.00457)
TOU-D-5-PS	Energy	Winter	Generation	Mid-peak	\$ 0.08697
TOU-D-5-PS	Energy	Winter	Generation	Off-Peak	\$ 0.01224
TOU-D-5-PS	Energy	Winter	Generation	Super Off-Peak	\$ (0.00684)
TOU-D-5-PS	Energy	All_Year	Baseline Credit Adjustment	None	\$ 0.01460

Energy rates are shown in \$/kWh.

Exhibit C to Resolution 21-06-015
2021 Power Share Rate Schedules

CPA RATE	TYPE	SEASON	CHARGE TYPE	TOU PERIOD	RATE
TOU-D-PRIME-C-PS	Energy	Summer	Generation	On-Peak	\$ 0.14920
TOU-D-PRIME-C-PS	Energy	Summer	Generation	Mid-Peak	\$ 0.05016
TOU-D-PRIME-C-PS	Energy	Summer	Generation	Off-Peak	\$ 0.00815
TOU-D-PRIME-C-PS	Energy	Winter	Generation	Mid-Peak	\$ 0.11763
TOU-D-PRIME-C-PS	Energy	Winter	Generation	Off-Peak	\$ 0.00495
TOU-D-PRIME-C-PS	Energy	Winter	Generation	Super Off-Peak	\$ 0.00495
TOU-D-PRIME-F-PS	Energy	Summer	Generation	On-Peak	\$ 0.13813
TOU-D-PRIME-F-PS	Energy	Summer	Generation	Mid-Peak	\$ 0.04143
TOU-D-PRIME-F-PS	Energy	Summer	Generation	Off-Peak	\$ 0.00257
TOU-D-PRIME-F-PS	Energy	Winter	Generation	Mid-Peak	\$ 0.10723
TOU-D-PRIME-F-PS	Energy	Winter	Generation	Off-Peak	\$ (0.00048)
TOU-D-PRIME-F-PS	Energy	Winter	Generation	Super Off-Peak	\$ (0.00048)
TOU-D-PRIME-PS	Energy	Summer	Generation	On-Peak	\$ 0.15205
TOU-D-PRIME-PS	Energy	Summer	Generation	Mid-Peak	\$ 0.04316
TOU-D-PRIME-PS	Energy	Summer	Generation	Off-Peak	\$ 0.00081
TOU-D-PRIME-PS	Energy	Winter	Generation	Mid-Peak	\$ 0.11720
TOU-D-PRIME-PS	Energy	Winter	Generation	Off-Peak	\$ (0.00257)
TOU-D-PRIME-PS	Energy	Winter	Generation	Super Off-Peak	\$ (0.00257)
TOU-D-A-C-PS	Energy	Summer	Generation	On-Peak	\$ 0.12616
TOU-D-A-C-PS	Energy	Summer	Generation	Off-Peak	\$ 0.00828
TOU-D-A-C-PS	Energy	Summer	Generation	Super Off-Peak	\$ 0.01691
TOU-D-A-C-PS	Energy	Winter	Generation	On-Peak	\$ 0.05958
TOU-D-A-C-PS	Energy	Winter	Generation	Off-Peak	\$ 0.00424
TOU-D-A-C-PS	Energy	Winter	Generation	Super Off-Peak	\$ 0.01778
TOU-D-A-C-PS	Energy	All_Year	Baseline Credit Adjustment	None	\$ 0.01047
TOU-D-A-F-PS	Energy	Summer	Generation	On-Peak	\$ 0.11179
TOU-D-A-F-PS	Energy	Summer	Generation	Off-Peak	\$ (0.00080)
TOU-D-A-F-PS	Energy	Summer	Generation	Super Off-Peak	\$ 0.01163
TOU-D-A-F-PS	Energy	Winter	Generation	On-Peak	\$ 0.04945
TOU-D-A-F-PS	Energy	Winter	Generation	Off-Peak	\$ (0.00393)
TOU-D-A-F-PS	Energy	Winter	Generation	Super Off-Peak	\$ 0.01248
TOU-D-A-F-PS	Energy	All_Year	Baseline Credit Adjustment	None	\$ 0.01194
TOU-D-A-PS	Energy	Summer	Generation	On-Peak	\$ 0.11982
TOU-D-A-PS	Energy	Summer	Generation	Off-Peak	\$ (0.00532)
TOU-D-A-PS	Energy	Summer	Generation	Super Off-Peak	\$ 0.01137
TOU-D-A-PS	Energy	Winter	Generation	On-Peak	\$ 0.05139
TOU-D-A-PS	Energy	Winter	Generation	Off-Peak	\$ (0.00829)
TOU-D-A-PS	Energy	Winter	Generation	Super Off-Peak	\$ 0.01232
TOU-D-A-PS	Energy	All_Year	Baseline Credit Adjustment	None	\$ 0.01460
TOU-D-B-C-PS	Energy	Summer	Generation	On-Peak	\$ 0.24819
TOU-D-B-C-PS	Energy	Summer	Generation	Off-Peak	\$ 0.02960
TOU-D-B-C-PS	Energy	Summer	Generation	Super Off-Peak	\$ (0.00533)
TOU-D-B-C-PS	Energy	Winter	Generation	On-Peak	\$ 0.04936
TOU-D-B-C-PS	Energy	Winter	Generation	Off-Peak	\$ 0.02061
TOU-D-B-C-PS	Energy	Winter	Generation	Super Off-Peak	\$ (0.00482)
TOU-D-B-F-PS	Energy	Summer	Generation	On-Peak	\$ 0.23545
TOU-D-B-F-PS	Energy	Summer	Generation	Off-Peak	\$ 0.02352

Energy rates are shown in \$/kWh.

Exhibit C to Resolution 21-06-015
2021 Power Share Rate Schedules

CPA RATE	TYPE	SEASON	CHARGE TYPE	TOU PERIOD	RATE
TOU-D-B-F-PS	Energy	Summer	Generation	Super Off-Peak	\$ (0.01010)
TOU-D-B-F-PS	Energy	Winter	Generation	On-Peak	\$ 0.04133
TOU-D-B-F-PS	Energy	Winter	Generation	Off-Peak	\$ 0.01474
TOU-D-B-F-PS	Energy	Winter	Generation	Super Off-Peak	\$ (0.00960)
TOU-D-B-PS	Energy	Summer	Generation	On-Peak	\$ 0.26213
TOU-D-B-PS	Energy	Summer	Generation	Off-Peak	\$ 0.02443
TOU-D-B-PS	Energy	Summer	Generation	Super Off-Peak	\$ (0.01315)
TOU-D-B-PS	Energy	Winter	Generation	On-Peak	\$ 0.04354
TOU-D-B-PS	Energy	Winter	Generation	Off-Peak	\$ 0.01454
TOU-D-B-PS	Energy	Winter	Generation	Super Off-Peak	\$ (0.01258)

Notes

C refers CARE-discounted rates and F refers to FERA-discounted rates as defined in SCE Schedule TOU-D.

Energy rates are shown in \$/kWh.

RESOLUTION NO. 21-06-016**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA
TO APPROVE 2021 RATES FOR PHASE 4 & 5 NON-
RESIDENTIAL CUSTOMERS****THE BOARD OF DIRECTORS OF THE CLEAN POWER ALLIANCE OF SOUTHERN
CALIFORNIA DOES HEREBY FIND, RESOLVE, AND ORDER AS FOLLOWS:**

WHEREAS, the Clean Power Alliance of Southern California (formerly known as Los Angeles Community Choice Energy Authority) ("Clean Power Alliance" or "CPA") was formed on June 27, 2017;

WHEREAS, on August 16, 2018, the CPA Board of Directors ("Board") directed staff to procure energy for three rate products (36% renewable, 50% renewable, and 100% renewable) within cost targets for each product and maximize non-emitting energy resources for the non-renewable portions of the portfolio ("August 2018 Approval");

WHEREAS, on May 1, 2019, Phase 4 commenced with the enrollment of all non-residential accounts in CPA territory with the exception of unincorporated Los Angeles County, South Pasadena, and Rolling Hills Estates, necessitating the adoption of Phase 4 non-residential rates;

WHEREAS, on June 6, 2019, the Board authorized rates for the implementation of the Peak Management Pricing demand response program and the Wind Machine Credit for eligible TOU-PA-2 customers that utilize wind machines to prevent crop freezing;

WHEREAS, on June 6, 2019, the Board authorized rates for CPA rate schedules TOU-8, TOU-GS-3, TOU-PA-2, TOU-PA-3, and street/area lighting for Phase 4 customers ("Subset Customers") to be outside the August 2018 Approval from January to May and from October to December and to stay within the August 2018 Approval targets from June to September ("Subset Rates");

WHEREAS, the Board authorized these Subset Rates due to the imbalance in the cost to serve these Subset Customers compared to the relative revenue impact;

WHEREAS, on June 1, 2020, Phase 5 commenced with the enrollment of all customers in Westlake Village, necessitating the adoption of Phase 5 non-residential rates; and

WHEREAS, on May 6, 2021, the Board approved a rate setting approach that directed staff to develop rates for each of CPA's three rate products based on the cost

to service (COS) each rate product provided that staff maintain a subsidy for CARE¹ rates at the levels adopted by the Board on May 7, 2020 and maintain 100% Green residential rates targets at a 9% premium to SCE base rates (“Rate Setting Approach”). This Rate Setting Approach applies to Fiscal Year (FY) 2021/2022; and,

WHEREAS, under the Rate Setting Approach approved by the Board on May 6, 2021, the Subset Rates will remain within the August 2018 Approval targets from June to September and will comport with the Rate Setting Approach from January to May and from October to December.

NOW THEREFORE, BE IT DETERMINED, ORDERED, AND RESOLVED, BY THE BOARD OF DIRECTORS OF THE CLEAN POWER ALLIANCE OF SOUTHERN CALIFORNIA THAT:

1. The Rate Setting Approach will apply to all rates for Phases 4 and 5 customers except for the Subset Rates as provided herein.
2. The proposed Phases 4 & 5 non-residential rate schedules as presented in Exhibit A are hereby approved effective July 1, 2021.
3. The proposed Phases 4 & 5 rate schedules for CARE customers as presented in Exhibit B are hereby approved effective July 1, 2021.
4. The proposed Phases 4 & 5 Wind Machine Credit rates as presented in Exhibit C are hereby approved effective July 1, 2021.
5. The proposed Phases 4 & 5 Peak Management Pricing rates as presented in Exhibit D are hereby approved effective July 1, 2021.
6. Subset Rates will continue to apply to TOU-8, TOU-GS-3, TOU-PA-2, TOU-PA-3, and street/area lighting rates for Phases 4 & 5 customers.

APPROVED AND ADOPTED this ____ day of _____ 2021.

Diana Mahmud, Chair

ATTEST:

Gabriela Monzon, Secretary

¹ When referring to CARE customer rates, other programs that protect low-income and vulnerable customers, such as FERA and Medical Baseline, will also receive the subsidy.

Exhibit A to Resolution 21-06-016
2021 Phase 4 and 5 Non-residential Rate Schedules

CPA RATE	TYPE	SEASON	TOU PERIOD	LEAN	CLEAN	100% GREEN	DEFAULT 100% GREEN
TOU-GS-1-A	Energy	Summer	On-Peak	\$ 0.13306	\$ 0.13624	\$ 0.14466	\$ 0.14466
TOU-GS-1-A	Energy	Summer	Mid-Peak	\$ 0.12339	\$ 0.12637	\$ 0.13414	\$ 0.13414
TOU-GS-1-A	Energy	Summer	Off-peak	\$ 0.11762	\$ 0.12048	\$ 0.12788	\$ 0.12788
TOU-GS-1-A	Energy	Winter	Mid-Peak	\$ 0.07501	\$ 0.07699	\$ 0.08151	\$ 0.08151
TOU-GS-1-A	Energy	Winter	Off-peak	\$ 0.06538	\$ 0.06717	\$ 0.07105	\$ 0.07105
TOU-GS-1-B	Energy	Summer	On-Peak	\$ 0.05880	\$ 0.06045	\$ 0.06387	\$ 0.06387
TOU-GS-1-B	Energy	Summer	Mid-Peak	\$ 0.05379	\$ 0.05534	\$ 0.05842	\$ 0.05842
TOU-GS-1-B	Energy	Summer	Off-peak	\$ 0.05079	\$ 0.05227	\$ 0.05516	\$ 0.05516
TOU-GS-1-B	Energy	Winter	Mid-Peak	\$ 0.07501	\$ 0.07699	\$ 0.08151	\$ 0.08151
TOU-GS-1-B	Energy	Winter	Off-peak	\$ 0.06538	\$ 0.06717	\$ 0.07105	\$ 0.07105
TOU-GS-1-B	Demand	Summer	On-Peak	\$ 12.71	\$ 12.97	\$ 13.83	\$ 13.83
TOU-GS-1-B	Demand	Summer	Mid-Peak	\$ 4.04	\$ 4.12	\$ 4.40	\$ 4.40
TOU-GS-1-D	Energy	Summer	On-Peak	\$ 0.08905	\$ 0.09133	\$ 0.09678	\$ 0.09678
TOU-GS-1-D	Energy	Summer	Mid-Peak	\$ 0.07870	\$ 0.08076	\$ 0.08552	\$ 0.08552
TOU-GS-1-D	Energy	Summer	Off-peak	\$ 0.04371	\$ 0.04506	\$ 0.04748	\$ 0.04748
TOU-GS-1-D	Energy	Winter	Mid-Peak	\$ 0.08279	\$ 0.08493	\$ 0.08999	\$ 0.08999
TOU-GS-1-D	Energy	Winter	Off-peak	\$ 0.05310	\$ 0.05464	\$ 0.05771	\$ 0.05771
TOU-GS-1-D	Energy	Winter	Super-Off-Peak	\$ 0.03475	\$ 0.03591	\$ 0.03772	\$ 0.03772
TOU-GS-1-D	Demand	Summer	On-Peak	\$ 17.08	\$ 17.43	\$ 18.59	\$ 18.59
TOU-GS-1-D	Demand	Winter	Mid-Peak	\$ 3.97	\$ 4.05	\$ 4.31	\$ 4.31
TOU-GS-1-E	Energy	Summer	On-Peak	\$ 0.34553	\$ 0.35309	\$ 0.37585	\$ 0.37585
TOU-GS-1-E	Energy	Summer	Mid-Peak	\$ 0.12512	\$ 0.12814	\$ 0.13611	\$ 0.13611
TOU-GS-1-E	Energy	Summer	Off-peak	\$ 0.07153	\$ 0.07345	\$ 0.07782	\$ 0.07782
TOU-GS-1-E	Energy	Winter	Mid-Peak	\$ 0.14811	\$ 0.15161	\$ 0.16111	\$ 0.16111
TOU-GS-1-E	Energy	Winter	Off-peak	\$ 0.06009	\$ 0.06177	\$ 0.06538	\$ 0.06538
TOU-GS-1-E	Energy	Winter	Super-Off-Peak	\$ 0.03087	\$ 0.03194	\$ 0.03359	\$ 0.03359
TOU-GS-1-ES	Energy	Summer	On-Peak	\$ 0.48463	\$ 0.49505	\$ 0.52675	\$ 0.52675
TOU-GS-1-ES	Energy	Summer	Mid-Peak	\$ 0.14289	\$ 0.14628	\$ 0.15532	\$ 0.15532
TOU-GS-1-ES	Energy	Summer	Off-peak	\$ 0.04882	\$ 0.05027	\$ 0.05307	\$ 0.05307
TOU-GS-1-ES	Energy	Winter	Mid-Peak	\$ 0.13898	\$ 0.14229	\$ 0.15107	\$ 0.15107
TOU-GS-1-ES	Energy	Winter	Off-peak	\$ 0.05570	\$ 0.05728	\$ 0.06055	\$ 0.06055
TOU-GS-1-ES	Energy	Winter	Super-Off-Peak	\$ 0.02805	\$ 0.02908	\$ 0.03050	\$ 0.03050
TOU-GS-1-PRI-A	Energy	Summer	On-Peak	\$ 0.13152	\$ 0.13466	\$ 0.14298	\$ 0.14298
TOU-GS-1-PRI-A	Energy	Summer	Mid-Peak	\$ 0.12185	\$ 0.12481	\$ 0.13246	\$ 0.13246
TOU-GS-1-PRI-A	Energy	Summer	Off-peak	\$ 0.11608	\$ 0.11891	\$ 0.12620	\$ 0.12620
TOU-GS-1-PRI-A	Energy	Winter	Mid-Peak	\$ 0.07346	\$ 0.07542	\$ 0.07983	\$ 0.07983
TOU-GS-1-PRI-A	Energy	Winter	Off-peak	\$ 0.06384	\$ 0.06559	\$ 0.06937	\$ 0.06937
TOU-GS-1-PRI-B	Energy	Summer	On-Peak	\$ 0.05780	\$ 0.05943	\$ 0.06279	\$ 0.06279
TOU-GS-1-PRI-B	Energy	Summer	Mid-Peak	\$ 0.05279	\$ 0.05432	\$ 0.05733	\$ 0.05733
TOU-GS-1-PRI-B	Energy	Summer	Off-peak	\$ 0.04980	\$ 0.05126	\$ 0.05408	\$ 0.05408
TOU-GS-1-PRI-B	Energy	Winter	Mid-Peak	\$ 0.07401	\$ 0.07598	\$ 0.08043	\$ 0.08043
TOU-GS-1-PRI-B	Energy	Winter	Off-peak	\$ 0.06439	\$ 0.06615	\$ 0.06996	\$ 0.06996
TOU-GS-1-PRI-B	Demand	Summer	On-Peak	\$ 12.53	\$ 12.79	\$ 13.64	\$ 13.64
TOU-GS-1-PRI-B	Demand	Summer	Mid-Peak	\$ 3.86	\$ 3.95	\$ 4.21	\$ 4.21
TOU-GS-1-PRI-D	Energy	Summer	On-Peak	\$ 0.08805	\$ 0.09031	\$ 0.09570	\$ 0.09570
TOU-GS-1-PRI-D	Energy	Summer	Mid-Peak	\$ 0.07771	\$ 0.07975	\$ 0.08444	\$ 0.08444
TOU-GS-1-PRI-D	Energy	Summer	Off-peak	\$ 0.04272	\$ 0.04404	\$ 0.04639	\$ 0.04639
TOU-GS-1-PRI-D	Energy	Winter	Mid-Peak	\$ 0.08179	\$ 0.08392	\$ 0.08891	\$ 0.08891
TOU-GS-1-PRI-D	Energy	Winter	Off-peak	\$ 0.05211	\$ 0.05362	\$ 0.05662	\$ 0.05662
TOU-GS-1-PRI-D	Energy	Winter	Super-Off-Peak	\$ 0.03376	\$ 0.03489	\$ 0.03664	\$ 0.03664
TOU-GS-1-PRI-D	Demand	Summer	On-Peak	\$ 16.96	\$ 17.30	\$ 18.44	\$ 18.44
TOU-GS-1-PRI-D	Demand	Winter	Mid-Peak	\$ 3.84	\$ 3.92	\$ 4.16	\$ 4.16
TOU-GS-1-PRI-E	Energy	Summer	On-Peak	\$ 0.34399	\$ 0.35151	\$ 0.37417	\$ 0.37417
TOU-GS-1-PRI-E	Energy	Summer	Mid-Peak	\$ 0.12358	\$ 0.12656	\$ 0.13443	\$ 0.13443
TOU-GS-1-PRI-E	Energy	Summer	Off-peak	\$ 0.06999	\$ 0.07187	\$ 0.07614	\$ 0.07614
TOU-GS-1-PRI-E	Energy	Winter	Mid-Peak	\$ 0.14657	\$ 0.15003	\$ 0.15943	\$ 0.15943

Energy rates are shown in \$/kWh and demand rates are shown in \$/kW.

Exhibit A to Resolution 21-06-016
2021 Phase 4 and 5 Non-residential Rate Schedules

TOU-GS-1-PRI-E Energy	Winter	Off-peak	\$ 0.05855	\$ 0.06019	\$ 0.06370	\$ 0.06370
TOU-GS-1-PRI-E Energy	Winter	Super-Off-Peak	\$ 0.02932	\$ 0.03037	\$ 0.03191	\$ 0.03191
TOU-GS-1-PRI-ES Energy	Summer	On-Peak	\$ 0.48309	\$ 0.49349	\$ 0.52506	\$ 0.52506
TOU-GS-1-PRI-ES Energy	Summer	Mid-Peak	\$ 0.14135	\$ 0.14471	\$ 0.15364	\$ 0.15364
TOU-GS-1-PRI-ES Energy	Summer	Off-peak	\$ 0.04728	\$ 0.04869	\$ 0.05139	\$ 0.05139
TOU-GS-1-PRI-ES Energy	Winter	Mid-Peak	\$ 0.13744	\$ 0.14071	\$ 0.14939	\$ 0.14939
TOU-GS-1-PRI-ES Energy	Winter	Off-peak	\$ 0.05416	\$ 0.05571	\$ 0.05886	\$ 0.05886
TOU-GS-1-PRI-ES Energy	Winter	Super-Off-Peak	\$ 0.02651	\$ 0.02750	\$ 0.02882	\$ 0.02882
TOU-GS-1-SUB-A Energy	Summer	On-Peak	\$ 0.12965	\$ 0.13275	\$ 0.14096	\$ 0.14096
TOU-GS-1-SUB-A Energy	Summer	Mid-Peak	\$ 0.11999	\$ 0.12290	\$ 0.13044	\$ 0.13044
TOU-GS-1-SUB-A Energy	Summer	Off-peak	\$ 0.11422	\$ 0.11701	\$ 0.12418	\$ 0.12418
TOU-GS-1-SUB-A Energy	Winter	Mid-Peak	\$ 0.07160	\$ 0.07352	\$ 0.07781	\$ 0.07781
TOU-GS-1-SUB-A Energy	Winter	Off-peak	\$ 0.06198	\$ 0.06369	\$ 0.06735	\$ 0.06735
TOU-GS-1-SUB-B Energy	Summer	On-Peak	\$ 0.05696	\$ 0.05856	\$ 0.06185	\$ 0.06185
TOU-GS-1-SUB-B Energy	Summer	Mid-Peak	\$ 0.05195	\$ 0.05345	\$ 0.05640	\$ 0.05640
TOU-GS-1-SUB-B Energy	Summer	Off-peak	\$ 0.04895	\$ 0.05040	\$ 0.05315	\$ 0.05315
TOU-GS-1-SUB-B Energy	Winter	Mid-Peak	\$ 0.07317	\$ 0.07511	\$ 0.07949	\$ 0.07949
TOU-GS-1-SUB-B Energy	Winter	Off-peak	\$ 0.06354	\$ 0.06529	\$ 0.06903	\$ 0.06903
TOU-GS-1-SUB-B Demand	Summer	On-Peak	\$ 12.21	\$ 12.46	\$ 13.29	\$ 13.29
TOU-GS-1-SUB-B Demand	Summer	Mid-Peak	\$ 3.54	\$ 3.62	\$ 3.86	\$ 3.86
TOU-GS-1-SUB-D Energy	Summer	On-Peak	\$ 0.08720	\$ 0.08944	\$ 0.09477	\$ 0.09477
TOU-GS-1-SUB-D Energy	Summer	Mid-Peak	\$ 0.07686	\$ 0.07889	\$ 0.08350	\$ 0.08350
TOU-GS-1-SUB-D Energy	Summer	Off-peak	\$ 0.04188	\$ 0.04317	\$ 0.04546	\$ 0.04546
TOU-GS-1-SUB-D Energy	Winter	Mid-Peak	\$ 0.08094	\$ 0.08305	\$ 0.08798	\$ 0.08798
TOU-GS-1-SUB-D Energy	Winter	Off-peak	\$ 0.05126	\$ 0.05276	\$ 0.05569	\$ 0.05569
TOU-GS-1-SUB-D Energy	Winter	Super-Off-Peak	\$ 0.03291	\$ 0.03403	\$ 0.03571	\$ 0.03571
TOU-GS-1-SUB-D Demand	Summer	On-Peak	\$ 16.70	\$ 17.05	\$ 18.19	\$ 18.19
TOU-GS-1-SUB-D Demand	Winter	Mid-Peak	\$ 3.59	\$ 3.66	\$ 3.91	\$ 3.91
TOU-GS-1-SUB-E Energy	Summer	On-Peak	\$ 0.34212	\$ 0.34960	\$ 0.37215	\$ 0.37215
TOU-GS-1-SUB-E Energy	Summer	Mid-Peak	\$ 0.12171	\$ 0.12466	\$ 0.13241	\$ 0.13241
TOU-GS-1-SUB-E Energy	Summer	Off-peak	\$ 0.06813	\$ 0.06996	\$ 0.07412	\$ 0.07412
TOU-GS-1-SUB-E Energy	Winter	Mid-Peak	\$ 0.14471	\$ 0.14812	\$ 0.15741	\$ 0.15741
TOU-GS-1-SUB-E Energy	Winter	Off-peak	\$ 0.05668	\$ 0.05829	\$ 0.06168	\$ 0.06168
TOU-GS-1-SUB-E Energy	Winter	Super-Off-Peak	\$ 0.02746	\$ 0.02846	\$ 0.02989	\$ 0.02989
TOU-GS-2-B Energy	Summer	On-Peak	\$ 0.05682	\$ 0.05843	\$ 0.06213	\$ 0.06213
TOU-GS-2-B Energy	Summer	Mid-Peak	\$ 0.05191	\$ 0.05342	\$ 0.05677	\$ 0.05677
TOU-GS-2-B Energy	Summer	Off-peak	\$ 0.04898	\$ 0.05044	\$ 0.05356	\$ 0.05356
TOU-GS-2-B Energy	Winter	Mid-Peak	\$ 0.07361	\$ 0.07558	\$ 0.08047	\$ 0.08047
TOU-GS-2-B Energy	Winter	Off-peak	\$ 0.03794	\$ 0.03917	\$ 0.04151	\$ 0.04151
TOU-GS-2-B Demand	Summer	On-Peak	\$ 16.09	\$ 16.42	\$ 17.58	\$ 17.58
TOU-GS-2-B Demand	Summer	Mid-Peak	\$ 5.33	\$ 5.45	\$ 5.84	\$ 5.84
TOU-GS-2-D Energy	Summer	On-Peak	\$ 0.08697	\$ 0.08921	\$ 0.09518	\$ 0.09518
TOU-GS-2-D Energy	Summer	Mid-Peak	\$ 0.07604	\$ 0.07805	\$ 0.08324	\$ 0.08324
TOU-GS-2-D Energy	Summer	Off-peak	\$ 0.04188	\$ 0.04318	\$ 0.04589	\$ 0.04589
TOU-GS-2-D Energy	Winter	Mid-Peak	\$ 0.06178	\$ 0.06350	\$ 0.06766	\$ 0.06766
TOU-GS-2-D Energy	Winter	Off-peak	\$ 0.04840	\$ 0.04984	\$ 0.05302	\$ 0.05302
TOU-GS-2-D Energy	Winter	Super-Off-Peak	\$ 0.02326	\$ 0.02418	\$ 0.02553	\$ 0.02553
TOU-GS-2-D Demand	Summer	On-Peak	\$ 22.92	\$ 23.39	\$ 25.05	\$ 25.05
TOU-GS-2-D Demand	Winter	Mid-Peak	\$ 4.64	\$ 4.73	\$ 5.07	\$ 5.07
TOU-GS-2-E Energy	Summer	On-Peak	\$ 0.38810	\$ 0.39653	\$ 0.42378	\$ 0.42378
TOU-GS-2-E Energy	Summer	Mid-Peak	\$ 0.07612	\$ 0.07814	\$ 0.08324	\$ 0.08324
TOU-GS-2-E Energy	Summer	Off-peak	\$ 0.04196	\$ 0.04327	\$ 0.04589	\$ 0.04589
TOU-GS-2-E Energy	Winter	Mid-Peak	\$ 0.11020	\$ 0.11292	\$ 0.12039	\$ 0.12039
TOU-GS-2-E Energy	Winter	Off-peak	\$ 0.04847	\$ 0.04992	\$ 0.05302	\$ 0.05302
TOU-GS-2-E Energy	Winter	Super-Off-Peak	\$ 0.02333	\$ 0.02426	\$ 0.02553	\$ 0.02553
TOU-GS-2-E Demand	Summer	On-Peak	\$ 5.03	\$ 5.13	\$ 5.53	\$ 5.53
TOU-GS-2-E Demand	Winter	Mid-Peak	\$ 0.98	\$ 0.99	\$ 1.08	\$ 1.08
TOU-GS-2-PRI-B Energy	Summer	On-Peak	\$ 0.05581	\$ 0.05740	\$ 0.06101	\$ 0.06101

Energy rates are shown in \$/kWh and demand rates are shown in \$/kW.

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TOU-GS-2-PRI-B	Energy	Summer	Mid-Peak	\$ 0.05089	\$ 0.05238	\$ 0.05565	\$ 0.05565
TOU-GS-2-PRI-B	Energy	Summer	Off-peak	\$ 0.04796	\$ 0.04939	\$ 0.05244	\$ 0.05244
TOU-GS-2-PRI-B	Energy	Winter	Mid-Peak	\$ 0.07260	\$ 0.07454	\$ 0.07936	\$ 0.07936
TOU-GS-2-PRI-B	Energy	Winter	Off-peak	\$ 0.03693	\$ 0.03813	\$ 0.04039	\$ 0.04039
TOU-GS-2-PRI-B	Demand	Summer	On-Peak	\$ 15.87	\$ 16.19	\$ 17.34	\$ 17.34
TOU-GS-2-PRI-B	Demand	Summer	Mid-Peak	\$ 5.12	\$ 5.23	\$ 5.60	\$ 5.60
TOU-GS-2-PRI-D	Energy	Summer	On-Peak	\$ 0.08596	\$ 0.08817	\$ 0.09406	\$ 0.09406
TOU-GS-2-PRI-D	Energy	Summer	Mid-Peak	\$ 0.07503	\$ 0.07702	\$ 0.08212	\$ 0.08212
TOU-GS-2-PRI-D	Energy	Summer	Off-peak	\$ 0.04086	\$ 0.04215	\$ 0.04478	\$ 0.04478
TOU-GS-2-PRI-D	Energy	Winter	Mid-Peak	\$ 0.06077	\$ 0.06246	\$ 0.06654	\$ 0.06654
TOU-GS-2-PRI-D	Energy	Winter	Off-peak	\$ 0.04738	\$ 0.04880	\$ 0.05190	\$ 0.05190
TOU-GS-2-PRI-D	Energy	Winter	Super-Off-Peak	\$ 0.02223	\$ 0.02314	\$ 0.02442	\$ 0.02442
TOU-GS-2-PRI-D	Demand	Summer	On-Peak	\$ 22.74	\$ 23.21	\$ 24.86	\$ 24.86
TOU-GS-2-PRI-D	Demand	Winter	Mid-Peak	\$ 4.47	\$ 4.56	\$ 4.88	\$ 4.88
TOU-GS-2-PRI-E	Energy	Summer	On-Peak	\$ 0.38667	\$ 0.39508	\$ 0.42222	\$ 0.42222
TOU-GS-2-PRI-E	Energy	Summer	Mid-Peak	\$ 0.07470	\$ 0.07669	\$ 0.08168	\$ 0.08168
TOU-GS-2-PRI-E	Energy	Summer	Off-peak	\$ 0.04055	\$ 0.04182	\$ 0.04433	\$ 0.04433
TOU-GS-2-PRI-E	Energy	Winter	Mid-Peak	\$ 0.10879	\$ 0.11147	\$ 0.11883	\$ 0.11883
TOU-GS-2-PRI-E	Energy	Winter	Off-peak	\$ 0.04706	\$ 0.04847	\$ 0.05146	\$ 0.05146
TOU-GS-2-PRI-E	Energy	Winter	Super-Off-Peak	\$ 0.02192	\$ 0.02281	\$ 0.02397	\$ 0.02397
TOU-GS-2-PRI-E	Demand	Summer	On-Peak	\$ 4.99	\$ 5.10	\$ 5.49	\$ 5.49
TOU-GS-2-PRI-E	Demand	Winter	Mid-Peak	\$ 0.94	\$ 0.95	\$ 1.04	\$ 1.04
TOU-GS-2-PRI-R	Energy	Summer	On-Peak	\$ 0.25299	\$ 0.25864	\$ 0.27659	\$ 0.27659
TOU-GS-2-PRI-R	Energy	Summer	Mid-Peak	\$ 0.10572	\$ 0.10834	\$ 0.11559	\$ 0.11559
TOU-GS-2-PRI-R	Energy	Summer	Off-peak	\$ 0.04745	\$ 0.04887	\$ 0.05187	\$ 0.05187
TOU-GS-2-PRI-R	Energy	Winter	Mid-Peak	\$ 0.07208	\$ 0.07401	\$ 0.07879	\$ 0.07879
TOU-GS-2-PRI-R	Energy	Winter	Off-peak	\$ 0.03641	\$ 0.03761	\$ 0.03982	\$ 0.03982
TOU-GS-2-R	Energy	Summer	On-Peak	\$ 0.25452	\$ 0.26021	\$ 0.27828	\$ 0.27828
TOU-GS-2-R	Energy	Summer	Mid-Peak	\$ 0.10726	\$ 0.10991	\$ 0.11727	\$ 0.11727
TOU-GS-2-R	Energy	Summer	Off-peak	\$ 0.04898	\$ 0.05044	\$ 0.05356	\$ 0.05356
TOU-GS-2-R	Energy	Winter	Mid-Peak	\$ 0.07361	\$ 0.07558	\$ 0.08047	\$ 0.08047
TOU-GS-2-R	Energy	Winter	Off-peak	\$ 0.03794	\$ 0.03917	\$ 0.04151	\$ 0.04151
TOU-GS-2-SUB-B	Energy	Summer	On-Peak	\$ 0.05455	\$ 0.05611	\$ 0.05965	\$ 0.05965
TOU-GS-2-SUB-B	Energy	Summer	Mid-Peak	\$ 0.04963	\$ 0.05110	\$ 0.05428	\$ 0.05428
TOU-GS-2-SUB-B	Energy	Summer	Off-peak	\$ 0.04670	\$ 0.04811	\$ 0.05108	\$ 0.05108
TOU-GS-2-SUB-B	Energy	Winter	Mid-Peak	\$ 0.07134	\$ 0.07326	\$ 0.07799	\$ 0.07799
TOU-GS-2-SUB-B	Energy	Winter	Off-peak	\$ 0.03567	\$ 0.03685	\$ 0.03902	\$ 0.03902
TOU-GS-2-SUB-B	Demand	Summer	On-Peak	\$ 15.49	\$ 15.80	\$ 16.92	\$ 16.92
TOU-GS-2-SUB-B	Demand	Summer	Mid-Peak	\$ 4.73	\$ 4.83	\$ 5.18	\$ 5.18
TOU-GS-2-SUB-D	Energy	Summer	On-Peak	\$ 0.08470	\$ 0.08689	\$ 0.09269	\$ 0.09269
TOU-GS-2-SUB-D	Energy	Summer	Mid-Peak	\$ 0.07377	\$ 0.07573	\$ 0.08075	\$ 0.08075
TOU-GS-2-SUB-D	Energy	Summer	Off-peak	\$ 0.03960	\$ 0.04086	\$ 0.04341	\$ 0.04341
TOU-GS-2-SUB-D	Energy	Winter	Mid-Peak	\$ 0.05951	\$ 0.06118	\$ 0.06517	\$ 0.06517
TOU-GS-2-SUB-D	Energy	Winter	Off-peak	\$ 0.04612	\$ 0.04752	\$ 0.05053	\$ 0.05053
TOU-GS-2-SUB-D	Energy	Winter	Super-Off-Peak	\$ 0.02097	\$ 0.02186	\$ 0.02305	\$ 0.02305
TOU-GS-2-SUB-D	Demand	Summer	On-Peak	\$ 22.42	\$ 22.88	\$ 24.52	\$ 24.52
TOU-GS-2-SUB-D	Demand	Winter	Mid-Peak	\$ 4.15	\$ 4.24	\$ 4.54	\$ 4.54
TOU-GS-3-B	Energy	Summer	On-Peak	\$ 0.04427	\$ 0.04554	\$ 0.05697	\$ 0.05697
TOU-GS-3-B	Energy	Summer	Mid-Peak	\$ 0.04033	\$ 0.04152	\$ 0.05221	\$ 0.05221
TOU-GS-3-B	Energy	Summer	Off-peak	\$ 0.03810	\$ 0.03925	\$ 0.04953	\$ 0.04953
TOU-GS-3-B	Energy	Winter	Mid-Peak	\$ 0.08589	\$ 0.09132	\$ 0.09644	\$ 0.09644
TOU-GS-3-B	Energy	Winter	Off-peak	\$ 0.04876	\$ 0.05225	\$ 0.05529	\$ 0.05529
TOU-GS-3-B	Demand	Summer	On-Peak	\$ 12.32	\$ 12.57	\$ 14.86	\$ 14.86
TOU-GS-3-B	Demand	Summer	Mid-Peak	\$ 4.10	\$ 4.18	\$ 4.94	\$ 4.94
TOU-GS-3-D	Energy	Summer	On-Peak	\$ 0.06798	\$ 0.06974	\$ 0.08556	\$ 0.08556
TOU-GS-3-D	Energy	Summer	Mid-Peak	\$ 0.05938	\$ 0.06097	\$ 0.07520	\$ 0.07520
TOU-GS-3-D	Energy	Summer	Off-peak	\$ 0.03306	\$ 0.03410	\$ 0.04345	\$ 0.04345
TOU-GS-3-D	Energy	Winter	Mid-Peak	\$ 0.07959	\$ 0.08469	\$ 0.08947	\$ 0.08947

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TOU-GS-3-D	Energy	Winter	Off-peak	\$ 0.06233	\$ 0.06653	\$ 0.07034	\$ 0.07034
TOU-GS-3-D	Energy	Winter	Super-Off-Peak	\$ 0.02999	\$ 0.03251	\$ 0.03449	\$ 0.03449
TOU-GS-3-D	Demand	Summer	On-Peak	\$ 18.46	\$ 18.84	\$ 22.26	\$ 22.26
TOU-GS-3-D	Demand	Winter	Mid-Peak	\$ 5.44	\$ 5.72	\$ 6.03	\$ 6.03
TOU-GS-3-E	Energy	Summer	On-Peak	\$ 0.28764	\$ 0.29393	\$ 0.35044	\$ 0.35044
TOU-GS-3-E	Energy	Summer	Mid-Peak	\$ 0.05945	\$ 0.06104	\$ 0.07528	\$ 0.07528
TOU-GS-3-E	Energy	Summer	Off-peak	\$ 0.03313	\$ 0.03417	\$ 0.04354	\$ 0.04354
TOU-GS-3-E	Energy	Winter	Mid-Peak	\$ 0.13068	\$ 0.13844	\$ 0.14610	\$ 0.14610
TOU-GS-3-E	Energy	Winter	Off-peak	\$ 0.06244	\$ 0.06665	\$ 0.07046	\$ 0.07046
TOU-GS-3-E	Energy	Winter	Super-Off-Peak	\$ 0.03009	\$ 0.03263	\$ 0.03460	\$ 0.03460
TOU-GS-3-E	Demand	Summer	On-Peak	\$ 4.05	\$ 4.13	\$ 4.88	\$ 4.88
TOU-GS-3-E	Demand	Winter	Mid-Peak	\$ 1.15	\$ 1.21	\$ 1.27	\$ 1.27
TOU-GS-3-PRI-B	Energy	Summer	On-Peak	\$ 0.04341	\$ 0.04467	\$ 0.05594	\$ 0.05594
TOU-GS-3-PRI-B	Energy	Summer	Mid-Peak	\$ 0.03947	\$ 0.04064	\$ 0.05118	\$ 0.05118
TOU-GS-3-PRI-B	Energy	Summer	Off-peak	\$ 0.03725	\$ 0.03838	\$ 0.04850	\$ 0.04850
TOU-GS-3-PRI-B	Energy	Winter	Mid-Peak	\$ 0.08451	\$ 0.08987	\$ 0.09492	\$ 0.09492
TOU-GS-3-PRI-B	Energy	Winter	Off-peak	\$ 0.04738	\$ 0.05081	\$ 0.05376	\$ 0.05376
TOU-GS-3-PRI-B	Demand	Summer	On-Peak	\$ 12.15	\$ 12.40	\$ 14.65	\$ 14.65
TOU-GS-3-PRI-B	Demand	Summer	Mid-Peak	\$ 3.92	\$ 4.00	\$ 4.73	\$ 4.73
TOU-GS-3-PRI-D	Energy	Summer	On-Peak	\$ 0.06712	\$ 0.06886	\$ 0.08453	\$ 0.08453
TOU-GS-3-PRI-D	Energy	Summer	Mid-Peak	\$ 0.05853	\$ 0.06009	\$ 0.07417	\$ 0.07417
TOU-GS-3-PRI-D	Energy	Summer	Off-peak	\$ 0.03221	\$ 0.03323	\$ 0.04242	\$ 0.04242
TOU-GS-3-PRI-D	Energy	Winter	Mid-Peak	\$ 0.07822	\$ 0.08325	\$ 0.08794	\$ 0.08794
TOU-GS-3-PRI-D	Energy	Winter	Off-peak	\$ 0.06095	\$ 0.06509	\$ 0.06881	\$ 0.06881
TOU-GS-3-PRI-D	Energy	Winter	Super-Off-Peak	\$ 0.02862	\$ 0.03107	\$ 0.03295	\$ 0.03295
TOU-GS-3-PRI-D	Demand	Summer	On-Peak	\$ 18.31	\$ 18.69	\$ 22.08	\$ 22.08
TOU-GS-3-PRI-D	Demand	Winter	Mid-Peak	\$ 5.22	\$ 5.49	\$ 5.77	\$ 5.77
TOU-GS-3-PRI-E	Energy	Summer	On-Peak	\$ 0.28650	\$ 0.29276	\$ 0.34905	\$ 0.34905
TOU-GS-3-PRI-E	Energy	Summer	Mid-Peak	\$ 0.05831	\$ 0.05987	\$ 0.07390	\$ 0.07390
TOU-GS-3-PRI-E	Energy	Summer	Off-peak	\$ 0.03199	\$ 0.03300	\$ 0.04215	\$ 0.04215
TOU-GS-3-PRI-E	Energy	Winter	Mid-Peak	\$ 0.12884	\$ 0.13651	\$ 0.14406	\$ 0.14406
TOU-GS-3-PRI-E	Energy	Winter	Off-peak	\$ 0.06060	\$ 0.06473	\$ 0.06842	\$ 0.06842
TOU-GS-3-PRI-E	Energy	Winter	Super-Off-Peak	\$ 0.02826	\$ 0.03069	\$ 0.03257	\$ 0.03257
TOU-GS-3-PRI-E	Demand	Summer	On-Peak	\$ 4.02	\$ 4.10	\$ 4.85	\$ 4.85
TOU-GS-3-PRI-E	Demand	Winter	Mid-Peak	\$ 1.10	\$ 1.16	\$ 1.22	\$ 1.22
TOU-GS-3-PRI-R	Energy	Summer	On-Peak	\$ 0.18662	\$ 0.19083	\$ 0.22863	\$ 0.22863
TOU-GS-3-PRI-R	Energy	Summer	Mid-Peak	\$ 0.07717	\$ 0.07912	\$ 0.09665	\$ 0.09665
TOU-GS-3-PRI-R	Energy	Summer	Off-peak	\$ 0.03687	\$ 0.03799	\$ 0.04804	\$ 0.04804
TOU-GS-3-PRI-R	Energy	Winter	Mid-Peak	\$ 0.08391	\$ 0.08924	\$ 0.09427	\$ 0.09427
TOU-GS-3-PRI-R	Energy	Winter	Off-peak	\$ 0.04679	\$ 0.05018	\$ 0.05310	\$ 0.05310
TOU-GS-3-R	Energy	Summer	On-Peak	\$ 0.18786	\$ 0.19209	\$ 0.23012	\$ 0.23012
TOU-GS-3-R	Energy	Summer	Mid-Peak	\$ 0.07840	\$ 0.08038	\$ 0.09813	\$ 0.09813
TOU-GS-3-R	Energy	Summer	Off-peak	\$ 0.03810	\$ 0.03925	\$ 0.04953	\$ 0.04953
TOU-GS-3-R	Energy	Winter	Mid-Peak	\$ 0.08589	\$ 0.09132	\$ 0.09644	\$ 0.09644
TOU-GS-3-R	Energy	Winter	Off-peak	\$ 0.04876	\$ 0.05225	\$ 0.05529	\$ 0.05529
TOU-GS-3-SUB-D	Energy	Summer	On-Peak	\$ 0.06609	\$ 0.06781	\$ 0.08329	\$ 0.08329
TOU-GS-3-SUB-D	Energy	Summer	Mid-Peak	\$ 0.05750	\$ 0.05904	\$ 0.07292	\$ 0.07292
TOU-GS-3-SUB-D	Energy	Summer	Off-peak	\$ 0.03118	\$ 0.03218	\$ 0.04118	\$ 0.04118
TOU-GS-3-SUB-D	Energy	Winter	Mid-Peak	\$ 0.07728	\$ 0.08234	\$ 0.08701	\$ 0.08701
TOU-GS-3-SUB-D	Energy	Winter	Off-peak	\$ 0.06002	\$ 0.06418	\$ 0.06788	\$ 0.06788
TOU-GS-3-SUB-D	Energy	Winter	Super-Off-Peak	\$ 0.02768	\$ 0.03016	\$ 0.03203	\$ 0.03203
TOU-GS-3-SUB-D	Demand	Summer	On-Peak	\$ 18.07	\$ 18.44	\$ 21.79	\$ 21.79
TOU-GS-3-SUB-D	Demand	Winter	Mid-Peak	\$ 4.96	\$ 5.24	\$ 5.53	\$ 5.53
TOU-8-SEC-B	Energy	Summer	On-Peak	\$ 0.03967	\$ 0.04084	\$ 0.05134	\$ 0.05134
TOU-8-SEC-B	Energy	Summer	Mid-Peak	\$ 0.03578	\$ 0.03687	\$ 0.04665	\$ 0.04665
TOU-8-SEC-B	Energy	Summer	Off-peak	\$ 0.03400	\$ 0.03505	\$ 0.04450	\$ 0.04450
TOU-8-SEC-B	Energy	Winter	Mid-Peak	\$ 0.09732	\$ 0.09871	\$ 0.10929	\$ 0.10929
TOU-8-SEC-B	Energy	Winter	Off-peak	\$ 0.04948	\$ 0.05068	\$ 0.05633	\$ 0.05633

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TOU-8-SEC-B	Demand	Summer	On-Peak	\$ 15.73	\$ 16.05	\$ 18.97	\$ 18.97
TOU-8-SEC-B	Demand	Summer	Mid-Peak	\$ 5.07	\$ 5.17	\$ 6.11	\$ 6.11
TOU-8-SEC-D	Energy	Summer	On-Peak	\$ 0.06308	\$ 0.06473	\$ 0.07957	\$ 0.07957
TOU-8-SEC-D	Energy	Summer	Mid-Peak	\$ 0.05501	\$ 0.05649	\$ 0.06984	\$ 0.06984
TOU-8-SEC-D	Energy	Summer	Off-peak	\$ 0.02880	\$ 0.02975	\$ 0.03824	\$ 0.03824
TOU-8-SEC-D	Energy	Winter	Mid-Peak	\$ 0.07923	\$ 0.08055	\$ 0.08927	\$ 0.08927
TOU-8-SEC-D	Energy	Winter	Off-peak	\$ 0.06186	\$ 0.06312	\$ 0.07004	\$ 0.07004
TOU-8-SEC-D	Energy	Winter	Super-Off-Peak	\$ 0.02931	\$ 0.03043	\$ 0.03399	\$ 0.03399
TOU-8-SEC-D	Demand	Summer	On-Peak	\$ 22.18	\$ 22.64	\$ 26.75	\$ 26.75
TOU-8-SEC-D	Demand	Winter	Mid-Peak	\$ 7.78	\$ 7.81	\$ 8.61	\$ 8.61
TOU-8-SEC-E	Energy	Summer	On-Peak	\$ 0.29779	\$ 0.30427	\$ 0.36259	\$ 0.36259
TOU-8-SEC-E	Energy	Summer	Mid-Peak	\$ 0.05508	\$ 0.05656	\$ 0.06992	\$ 0.06992
TOU-8-SEC-E	Energy	Summer	Off-peak	\$ 0.02887	\$ 0.02982	\$ 0.03832	\$ 0.03832
TOU-8-SEC-E	Energy	Winter	Mid-Peak	\$ 0.14509	\$ 0.14669	\$ 0.16219	\$ 0.16219
TOU-8-SEC-E	Energy	Winter	Off-peak	\$ 0.06199	\$ 0.06325	\$ 0.07018	\$ 0.07018
TOU-8-SEC-E	Energy	Winter	Super-Off-Peak	\$ 0.02942	\$ 0.03056	\$ 0.03412	\$ 0.03412
TOU-8-SEC-E	Demand	Summer	On-Peak	\$ 4.86	\$ 4.96	\$ 5.87	\$ 5.87
TOU-8-SEC-E	Demand	Winter	Mid-Peak	\$ 1.63	\$ 1.64	\$ 1.80	\$ 1.80
TOU-8-SEC-R	Energy	Summer	On-Peak	\$ 0.20991	\$ 0.21458	\$ 0.25662	\$ 0.25662
TOU-8-SEC-R	Energy	Summer	Mid-Peak	\$ 0.07651	\$ 0.07844	\$ 0.09577	\$ 0.09577
TOU-8-SEC-R	Energy	Summer	Off-peak	\$ 0.03400	\$ 0.03505	\$ 0.04450	\$ 0.04450
TOU-8-SEC-R	Energy	Winter	Mid-Peak	\$ 0.09732	\$ 0.09871	\$ 0.10929	\$ 0.10929
TOU-8-SEC-R	Energy	Winter	Off-peak	\$ 0.04948	\$ 0.05068	\$ 0.05633	\$ 0.05633
TOU-8-PRI-B	Energy	Summer	On-Peak	\$ 0.03703	\$ 0.03813	\$ 0.04807	\$ 0.04807
TOU-8-PRI-B	Energy	Summer	Mid-Peak	\$ 0.03314	\$ 0.03416	\$ 0.04338	\$ 0.04338
TOU-8-PRI-B	Energy	Summer	Off-peak	\$ 0.03167	\$ 0.03267	\$ 0.04161	\$ 0.04161
TOU-8-PRI-B	Energy	Winter	Mid-Peak	\$ 0.08858	\$ 0.09554	\$ 0.10236	\$ 0.10236
TOU-8-PRI-B	Energy	Winter	Off-peak	\$ 0.04377	\$ 0.04765	\$ 0.05136	\$ 0.05136
TOU-8-PRI-B	Demand	Summer	On-Peak	\$ 16.19	\$ 16.53	\$ 19.53	\$ 19.53
TOU-8-PRI-B	Demand	Summer	Mid-Peak	\$ 5.06	\$ 5.16	\$ 6.10	\$ 6.10
TOU-8-PRI-D	Energy	Summer	On-Peak	\$ 0.05883	\$ 0.06039	\$ 0.07437	\$ 0.07437
TOU-8-PRI-D	Energy	Summer	Mid-Peak	\$ 0.05124	\$ 0.05264	\$ 0.06521	\$ 0.06521
TOU-8-PRI-D	Energy	Summer	Off-peak	\$ 0.02668	\$ 0.02757	\$ 0.03559	\$ 0.03559
TOU-8-PRI-D	Energy	Winter	Mid-Peak	\$ 0.06801	\$ 0.07354	\$ 0.07894	\$ 0.07894
TOU-8-PRI-D	Energy	Winter	Off-peak	\$ 0.05323	\$ 0.05776	\$ 0.06211	\$ 0.06211
TOU-8-PRI-D	Energy	Winter	Super-Off-Peak	\$ 0.02553	\$ 0.02816	\$ 0.03060	\$ 0.03060
TOU-8-PRI-D	Demand	Summer	On-Peak	\$ 21.83	\$ 22.28	\$ 26.33	\$ 26.33
TOU-8-PRI-D	Demand	Winter	Mid-Peak	\$ 7.45	\$ 7.97	\$ 8.49	\$ 8.49
TOU-8-PRI-E	Energy	Summer	On-Peak	\$ 0.28844	\$ 0.29473	\$ 0.35124	\$ 0.35124
TOU-8-PRI-E	Energy	Summer	Mid-Peak	\$ 0.05131	\$ 0.05271	\$ 0.06529	\$ 0.06529
TOU-8-PRI-E	Energy	Summer	Off-peak	\$ 0.02675	\$ 0.02764	\$ 0.03567	\$ 0.03567
TOU-8-PRI-E	Energy	Winter	Mid-Peak	\$ 0.12427	\$ 0.13366	\$ 0.14297	\$ 0.14297
TOU-8-PRI-E	Energy	Winter	Off-peak	\$ 0.05335	\$ 0.05788	\$ 0.06224	\$ 0.06224
TOU-8-PRI-E	Energy	Winter	Super-Off-Peak	\$ 0.02565	\$ 0.02828	\$ 0.03072	\$ 0.03072
TOU-8-PRI-E	Demand	Summer	On-Peak	\$ 4.05	\$ 4.13	\$ 4.88	\$ 4.88
TOU-8-PRI-E	Demand	Winter	Mid-Peak	\$ 1.63	\$ 1.75	\$ 1.85	\$ 1.85
TOU-8-PRI-R	Energy	Summer	On-Peak	\$ 0.20819	\$ 0.21282	\$ 0.25446	\$ 0.25446
TOU-8-PRI-R	Energy	Summer	Mid-Peak	\$ 0.07141	\$ 0.07322	\$ 0.08953	\$ 0.08953
TOU-8-PRI-R	Energy	Summer	Off-peak	\$ 0.03167	\$ 0.03267	\$ 0.04161	\$ 0.04161
TOU-8-PRI-R	Energy	Winter	Mid-Peak	\$ 0.08858	\$ 0.09554	\$ 0.10236	\$ 0.10236
TOU-8-PRI-R	Energy	Winter	Off-peak	\$ 0.04377	\$ 0.04765	\$ 0.05136	\$ 0.05136
TOU-8-SUB-B	Energy	Summer	On-Peak	\$ 0.03569	\$ 0.03675	\$ 0.04626	\$ 0.04626
TOU-8-SUB-B	Energy	Summer	Mid-Peak	\$ 0.03179	\$ 0.03276	\$ 0.04155	\$ 0.04155
TOU-8-SUB-B	Energy	Summer	Off-peak	\$ 0.03055	\$ 0.03150	\$ 0.04006	\$ 0.04006
TOU-8-SUB-B	Energy	Winter	Mid-Peak	\$ 0.08758	\$ 0.09138	\$ 0.10099	\$ 0.10099
TOU-8-SUB-B	Energy	Winter	Off-peak	\$ 0.04314	\$ 0.04539	\$ 0.05054	\$ 0.05054
TOU-8-SUB-B	Demand	Summer	On-Peak	\$ 15.97	\$ 16.30	\$ 19.26	\$ 19.26
TOU-8-SUB-B	Demand	Summer	Mid-Peak	\$ 5.15	\$ 5.25	\$ 6.21	\$ 6.21

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TOU-8-SUB-D	Energy	Summer	On-Peak	\$ 0.05500	\$ 0.05645	\$ 0.06954	\$ 0.06954
TOU-8-SUB-D	Energy	Summer	Mid-Peak	\$ 0.04799	\$ 0.04930	\$ 0.06109	\$ 0.06109
TOU-8-SUB-D	Energy	Summer	Off-peak	\$ 0.02621	\$ 0.02708	\$ 0.03484	\$ 0.03484
TOU-8-SUB-D	Energy	Winter	Mid-Peak	\$ 0.06506	\$ 0.06808	\$ 0.07544	\$ 0.07544
TOU-8-SUB-D	Energy	Winter	Off-peak	\$ 0.05159	\$ 0.05412	\$ 0.06013	\$ 0.06013
TOU-8-SUB-D	Energy	Winter	Super-Off-Peak	\$ 0.02557	\$ 0.02718	\$ 0.03059	\$ 0.03059
TOU-8-SUB-D	Demand	Summer	On-Peak	\$ 21.54	\$ 21.99	\$ 25.98	\$ 25.98
TOU-8-SUB-D	Demand	Winter	Mid-Peak	\$ 8.33	\$ 8.61	\$ 9.45	\$ 9.45
TOU-8-SUB-E	Energy	Summer	On-Peak	\$ 0.29184	\$ 0.29817	\$ 0.35514	\$ 0.35514
TOU-8-SUB-E	Energy	Summer	Mid-Peak	\$ 0.04806	\$ 0.04937	\$ 0.06117	\$ 0.06117
TOU-8-SUB-E	Energy	Summer	Off-peak	\$ 0.02628	\$ 0.02714	\$ 0.03492	\$ 0.03492
TOU-8-SUB-E	Energy	Winter	Mid-Peak	\$ 0.12885	\$ 0.13411	\$ 0.14785	\$ 0.14785
TOU-8-SUB-E	Energy	Winter	Off-peak	\$ 0.05169	\$ 0.05423	\$ 0.06025	\$ 0.06025
TOU-8-SUB-E	Energy	Winter	Super-Off-Peak	\$ 0.02566	\$ 0.02729	\$ 0.03070	\$ 0.03070
TOU-8-SUB-E	Demand	Summer	On-Peak	\$ 1.51	\$ 1.55	\$ 1.83	\$ 1.83
TOU-8-SUB-E	Demand	Winter	Mid-Peak	\$ 0.50	\$ 0.52	\$ 0.57	\$ 0.57
TOU-8-SUB-R	Energy	Summer	On-Peak	\$ 0.19430	\$ 0.19862	\$ 0.23752	\$ 0.23752
TOU-8-SUB-R	Energy	Summer	Mid-Peak	\$ 0.06633	\$ 0.06802	\$ 0.08321	\$ 0.08321
TOU-8-SUB-R	Energy	Summer	Off-peak	\$ 0.03055	\$ 0.03150	\$ 0.04006	\$ 0.04006
TOU-8-SUB-R	Energy	Winter	Mid-Peak	\$ 0.08758	\$ 0.09138	\$ 0.10099	\$ 0.10099
TOU-8-SUB-R	Energy	Winter	Off-peak	\$ 0.04314	\$ 0.04539	\$ 0.05054	\$ 0.05054
TOU-EV-7	Energy	Summer	On-Peak	\$ 0.25390	\$ 0.25956	\$ 0.27611	\$ 0.27611
TOU-EV-7	Energy	Summer	Mid-Peak	\$ 0.12521	\$ 0.12822	\$ 0.13611	\$ 0.13611
TOU-EV-7	Energy	Summer	Off-peak	\$ 0.08228	\$ 0.08441	\$ 0.08942	\$ 0.08942
TOU-EV-7	Energy	Winter	Mid-Peak	\$ 0.14819	\$ 0.15168	\$ 0.16111	\$ 0.16111
TOU-EV-7	Energy	Winter	Off-peak	\$ 0.07305	\$ 0.07499	\$ 0.07938	\$ 0.07938
TOU-EV-7	Energy	Winter	Super-Off-Peak	\$ 0.03095	\$ 0.03202	\$ 0.03359	\$ 0.03359
TOU-EV-8	Energy	Summer	On-Peak	\$ 0.34912	\$ 0.35675	\$ 0.38172	\$ 0.38172
TOU-EV-8	Energy	Summer	Mid-Peak	\$ 0.07612	\$ 0.07814	\$ 0.08324	\$ 0.08324
TOU-EV-8	Energy	Summer	Off-peak	\$ 0.05623	\$ 0.05783	\$ 0.06150	\$ 0.06150
TOU-EV-8	Energy	Winter	Mid-Peak	\$ 0.12307	\$ 0.12605	\$ 0.13452	\$ 0.13452
TOU-EV-8	Energy	Winter	Off-peak	\$ 0.06747	\$ 0.06930	\$ 0.07378	\$ 0.07378
TOU-EV-8	Energy	Winter	Super-Off-Peak	\$ 0.02333	\$ 0.02426	\$ 0.02553	\$ 0.02553
TOU-EV-SEC-9	Energy	Summer	On-Peak	\$ 0.31624	\$ 0.32316	\$ 0.33545	\$ 0.33545
TOU-EV-SEC-9	Energy	Summer	Mid-Peak	\$ 0.06486	\$ 0.06661	\$ 0.06834	\$ 0.06834
TOU-EV-SEC-9	Energy	Summer	Off-peak	\$ 0.04576	\$ 0.04712	\$ 0.04805	\$ 0.04805
TOU-EV-SEC-9	Energy	Winter	Mid-Peak	\$ 0.10547	\$ 0.10806	\$ 0.11149	\$ 0.11149
TOU-EV-SEC-9	Energy	Winter	Off-peak	\$ 0.05239	\$ 0.05389	\$ 0.05511	\$ 0.05511
TOU-EV-SEC-9	Energy	Winter	Super-Off-Peak	\$ 0.01818	\$ 0.01896	\$ 0.01874	\$ 0.01874
TOU-EV-PRI-9	Energy	Summer	On-Peak	\$ 0.29602	\$ 0.30252	\$ 0.31246	\$ 0.31246
TOU-EV-PRI-9	Energy	Summer	Mid-Peak	\$ 0.06042	\$ 0.06207	\$ 0.06324	\$ 0.06324
TOU-EV-PRI-9	Energy	Summer	Off-peak	\$ 0.04198	\$ 0.04325	\$ 0.04373	\$ 0.04373
TOU-EV-PRI-9	Energy	Winter	Mid-Peak	\$ 0.09979	\$ 0.10225	\$ 0.10485	\$ 0.10485
TOU-EV-PRI-9	Energy	Winter	Off-peak	\$ 0.04731	\$ 0.04868	\$ 0.04936	\$ 0.04936
TOU-EV-PRI-9	Energy	Winter	Super-Off-Peak	\$ 0.01656	\$ 0.01730	\$ 0.01685	\$ 0.01685
TOU-EV-SUB-9	Energy	Summer	On-Peak	\$ 0.26896	\$ 0.27488	\$ 0.27174	\$ 0.27174
TOU-EV-SUB-9	Energy	Summer	Mid-Peak	\$ 0.05660	\$ 0.05814	\$ 0.05607	\$ 0.05607
TOU-EV-SUB-9	Energy	Summer	Off-peak	\$ 0.03977	\$ 0.04096	\$ 0.03898	\$ 0.03898
TOU-EV-SUB-9	Energy	Winter	Mid-Peak	\$ 0.09780	\$ 0.10019	\$ 0.09792	\$ 0.09792
TOU-EV-SUB-9	Energy	Winter	Off-peak	\$ 0.04410	\$ 0.04539	\$ 0.04338	\$ 0.04338
TOU-EV-SUB-9	Energy	Winter	Super-Off-Peak	\$ 0.01659	\$ 0.01731	\$ 0.01545	\$ 0.01545
TOU-PA-2-A	Energy	Summer	On-Peak	\$ 0.19720	\$ 0.20161	\$ 0.24131	\$ 0.24131
TOU-PA-2-A	Energy	Summer	Mid-Peak	\$ 0.07194	\$ 0.07377	\$ 0.09026	\$ 0.09026
TOU-PA-2-A	Energy	Summer	Off-peak	\$ 0.03913	\$ 0.04029	\$ 0.05070	\$ 0.05070
TOU-PA-2-A	Energy	Winter	Mid-Peak	\$ 0.09244	\$ 0.09894	\$ 0.10044	\$ 0.10044
TOU-PA-2-A	Energy	Winter	Off-peak	\$ 0.05161	\$ 0.05567	\$ 0.05663	\$ 0.05663
TOU-PA-2-B	Energy	Summer	On-Peak	\$ 0.04538	\$ 0.04666	\$ 0.05823	\$ 0.05823
TOU-PA-2-B	Energy	Summer	Mid-Peak	\$ 0.04067	\$ 0.04186	\$ 0.05255	\$ 0.05255

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TOU-PA-2-B	Energy	Summer	Off-peak	\$ 0.03913	\$ 0.04029	\$ 0.05070	\$ 0.05070
TOU-PA-2-B	Energy	Winter	Mid-Peak	\$ 0.09244	\$ 0.09894	\$ 0.10044	\$ 0.10044
TOU-PA-2-B	Energy	Winter	Off-peak	\$ 0.05161	\$ 0.05567	\$ 0.05663	\$ 0.05663
TOU-PA-2-B	Demand	Summer	On-Peak	\$ 9.11	\$ 9.29	\$ 10.98	\$ 10.98
TOU-PA-2-B	Demand	Summer	Mid-Peak	\$ 2.78	\$ 2.83	\$ 3.35	\$ 3.35
TOU-PA-2-D	Energy	Summer	On-Peak	\$ 0.06791	\$ 0.06966	\$ 0.08540	\$ 0.08540
TOU-PA-2-D	Energy	Summer	Mid-Peak	\$ 0.05935	\$ 0.06092	\$ 0.07508	\$ 0.07508
TOU-PA-2-D	Energy	Summer	Off-peak	\$ 0.03444	\$ 0.03550	\$ 0.04504	\$ 0.04504
TOU-PA-2-D	Energy	Winter	Mid-Peak	\$ 0.07596	\$ 0.08148	\$ 0.08275	\$ 0.08275
TOU-PA-2-D	Energy	Winter	Off-peak	\$ 0.05503	\$ 0.05930	\$ 0.06031	\$ 0.06031
TOU-PA-2-D	Energy	Winter	Super-Off-Peak	\$ 0.04313	\$ 0.04668	\$ 0.04752	\$ 0.04752
TOU-PA-2-D	Demand	Summer	On-Peak	\$ 12.06	\$ 12.31	\$ 14.54	\$ 14.54
TOU-PA-2-D	Demand	Winter	Mid-Peak	\$ 3.35	\$ 3.55	\$ 3.59	\$ 3.59
TOU-PA-2-D5	Energy	Summer	On-Peak	\$ 0.11919	\$ 0.12200	\$ 0.14724	\$ 0.14724
TOU-PA-2-D5	Energy	Summer	Mid-Peak	\$ 0.10454	\$ 0.10704	\$ 0.12957	\$ 0.12957
TOU-PA-2-D5	Energy	Summer	Off-peak	\$ 0.03483	\$ 0.03590	\$ 0.04551	\$ 0.04551
TOU-PA-2-D5	Energy	Winter	Mid-Peak	\$ 0.07660	\$ 0.08215	\$ 0.08344	\$ 0.08344
TOU-PA-2-D5	Energy	Winter	Off-peak	\$ 0.05556	\$ 0.05985	\$ 0.06086	\$ 0.06086
TOU-PA-2-D5	Energy	Winter	Super-Off-Peak	\$ 0.04357	\$ 0.04715	\$ 0.04800	\$ 0.04800
TOU-PA-2-D5	Demand	Summer	On-Peak	\$ 12.08	\$ 12.33	\$ 14.57	\$ 14.57
TOU-PA-2-D5	Demand	Winter	Mid-Peak	\$ 3.43	\$ 3.65	\$ 3.69	\$ 3.69
TOU-PA-2-E	Energy	Summer	On-Peak	\$ 0.31265	\$ 0.31944	\$ 0.38052	\$ 0.38052
TOU-PA-2-E	Energy	Summer	Mid-Peak	\$ 0.05941	\$ 0.06099	\$ 0.07516	\$ 0.07516
TOU-PA-2-E	Energy	Summer	Off-peak	\$ 0.03451	\$ 0.03557	\$ 0.04513	\$ 0.04513
TOU-PA-2-E	Energy	Winter	Mid-Peak	\$ 0.09224	\$ 0.09873	\$ 0.10023	\$ 0.10023
TOU-PA-2-E	Energy	Winter	Off-peak	\$ 0.06800	\$ 0.07303	\$ 0.07421	\$ 0.07421
TOU-PA-2-E	Energy	Winter	Super-Off-Peak	\$ 0.05420	\$ 0.05841	\$ 0.05940	\$ 0.05940
TOU-PA-2-E5	Energy	Summer	On-Peak	\$ 0.51402	\$ 0.52496	\$ 0.62333	\$ 0.62333
TOU-PA-2-E5	Energy	Summer	Mid-Peak	\$ 0.10454	\$ 0.10704	\$ 0.12957	\$ 0.12957
TOU-PA-2-E5	Energy	Summer	Off-peak	\$ 0.03483	\$ 0.03590	\$ 0.04551	\$ 0.04551
TOU-PA-2-E5	Energy	Winter	Mid-Peak	\$ 0.09278	\$ 0.09930	\$ 0.10081	\$ 0.10081
TOU-PA-2-E5	Energy	Winter	Off-peak	\$ 0.06842	\$ 0.07348	\$ 0.07467	\$ 0.07467
TOU-PA-2-E5	Energy	Winter	Super-Off-Peak	\$ 0.05456	\$ 0.05880	\$ 0.05979	\$ 0.05979
TOU-PA-2-PRI-A	Energy	Summer	On-Peak	\$ 0.19594	\$ 0.20032	\$ 0.23978	\$ 0.23978
TOU-PA-2-PRI-A	Energy	Summer	Mid-Peak	\$ 0.07068	\$ 0.07248	\$ 0.08874	\$ 0.08874
TOU-PA-2-PRI-A	Energy	Summer	Off-peak	\$ 0.03787	\$ 0.03900	\$ 0.04918	\$ 0.04918
TOU-PA-2-PRI-A	Energy	Winter	Mid-Peak	\$ 0.09044	\$ 0.09683	\$ 0.09830	\$ 0.09830
TOU-PA-2-PRI-A	Energy	Winter	Off-peak	\$ 0.04962	\$ 0.05356	\$ 0.05449	\$ 0.05449
TOU-PA-2-PRI-B	Energy	Summer	On-Peak	\$ 0.04448	\$ 0.04575	\$ 0.05715	\$ 0.05715
TOU-PA-2-PRI-B	Energy	Summer	Mid-Peak	\$ 0.03977	\$ 0.04094	\$ 0.05147	\$ 0.05147
TOU-PA-2-PRI-B	Energy	Summer	Off-peak	\$ 0.03824	\$ 0.03938	\$ 0.04962	\$ 0.04962
TOU-PA-2-PRI-B	Energy	Winter	Mid-Peak	\$ 0.09103	\$ 0.09744	\$ 0.09893	\$ 0.09893
TOU-PA-2-PRI-B	Energy	Winter	Off-peak	\$ 0.05020	\$ 0.05417	\$ 0.05512	\$ 0.05512
TOU-PA-2-PRI-B	Demand	Summer	On-Peak	\$ 8.97	\$ 9.16	\$ 10.82	\$ 10.82
TOU-PA-2-PRI-B	Demand	Summer	Mid-Peak	\$ 2.64	\$ 2.70	\$ 3.18	\$ 3.18
TOU-PA-2-PRI-D	Energy	Summer	On-Peak	\$ 0.06702	\$ 0.06875	\$ 0.08433	\$ 0.08433
TOU-PA-2-PRI-D	Energy	Summer	Mid-Peak	\$ 0.05845	\$ 0.06001	\$ 0.07400	\$ 0.07400
TOU-PA-2-PRI-D	Energy	Summer	Off-peak	\$ 0.03355	\$ 0.03459	\$ 0.04397	\$ 0.04397
TOU-PA-2-PRI-D	Energy	Winter	Mid-Peak	\$ 0.07455	\$ 0.07998	\$ 0.08124	\$ 0.08124
TOU-PA-2-PRI-D	Energy	Winter	Off-peak	\$ 0.05362	\$ 0.05781	\$ 0.05879	\$ 0.05879
TOU-PA-2-PRI-D	Energy	Winter	Super-Off-Peak	\$ 0.04171	\$ 0.04518	\$ 0.04601	\$ 0.04601
TOU-PA-2-PRI-D	Demand	Summer	On-Peak	\$ 11.95	\$ 12.20	\$ 14.41	\$ 14.41
TOU-PA-2-PRI-D	Demand	Winter	Mid-Peak	\$ 3.17	\$ 3.37	\$ 3.41	\$ 3.41
TOU-PA-2-PRI-D5	Energy	Summer	On-Peak	\$ 0.11830	\$ 0.12109	\$ 0.14616	\$ 0.14616
TOU-PA-2-PRI-D5	Energy	Summer	Mid-Peak	\$ 0.10365	\$ 0.10613	\$ 0.12849	\$ 0.12849
TOU-PA-2-PRI-D5	Energy	Summer	Off-peak	\$ 0.03394	\$ 0.03499	\$ 0.04444	\$ 0.04444
TOU-PA-2-PRI-D5	Energy	Winter	Mid-Peak	\$ 0.07519	\$ 0.08065	\$ 0.08193	\$ 0.08193
TOU-PA-2-PRI-D5	Energy	Winter	Off-peak	\$ 0.05414	\$ 0.05835	\$ 0.05935	\$ 0.05935

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TOU-PA-2-PRI-D5 Energy	Winter	Super-Off-Peak	\$ 0.04216	\$ 0.04566	\$ 0.04649	\$ 0.04649
TOU-PA-2-PRI-D5 Demand	Summer	On-Peak	\$ 11.97	\$ 12.22	\$ 14.44	\$ 14.44
TOU-PA-2-PRI-D5 Demand	Winter	Mid-Peak	\$ 3.27	\$ 3.47	\$ 3.51	\$ 3.51
TOU-PA-2-PRI-E Energy	Summer	On-Peak	\$ 0.31139	\$ 0.31816	\$ 0.37900	\$ 0.37900
TOU-PA-2-PRI-E Energy	Summer	Mid-Peak	\$ 0.05815	\$ 0.05970	\$ 0.07364	\$ 0.07364
TOU-PA-2-PRI-E Energy	Summer	Off-peak	\$ 0.03325	\$ 0.03429	\$ 0.04360	\$ 0.04360
TOU-PA-2-PRI-E Energy	Winter	Mid-Peak	\$ 0.09025	\$ 0.09662	\$ 0.09809	\$ 0.09809
TOU-PA-2-PRI-E Energy	Winter	Off-peak	\$ 0.06600	\$ 0.07092	\$ 0.07207	\$ 0.07207
TOU-PA-2-PRI-E Energy	Winter	Super-Off-Peak	\$ 0.05220	\$ 0.05629	\$ 0.05726	\$ 0.05726
TOU-PA-2-PRI-E5 Energy	Summer	On-Peak	\$ 0.51276	\$ 0.52367	\$ 0.62181	\$ 0.62181
TOU-PA-2-PRI-E5 Energy	Summer	Mid-Peak	\$ 0.10328	\$ 0.10576	\$ 0.12805	\$ 0.12805
TOU-PA-2-PRI-E5 Energy	Summer	Off-peak	\$ 0.03357	\$ 0.03461	\$ 0.04399	\$ 0.04399
TOU-PA-2-PRI-E5 Energy	Winter	Mid-Peak	\$ 0.09078	\$ 0.09718	\$ 0.09867	\$ 0.09867
TOU-PA-2-PRI-E5 Energy	Winter	Off-peak	\$ 0.06642	\$ 0.07137	\$ 0.07252	\$ 0.07252
TOU-PA-2-PRI-E5 Energy	Winter	Super-Off-Peak	\$ 0.05257	\$ 0.05669	\$ 0.05765	\$ 0.05765
TOU-PA-3-A Energy	Summer	On-Peak	\$ 0.18736	\$ 0.19156	\$ 0.22932	\$ 0.22932
TOU-PA-3-A Energy	Summer	Mid-Peak	\$ 0.06172	\$ 0.06333	\$ 0.07782	\$ 0.07782
TOU-PA-3-A Energy	Summer	Off-peak	\$ 0.03286	\$ 0.03388	\$ 0.04301	\$ 0.04301
TOU-PA-3-A Energy	Winter	Mid-Peak	\$ 0.08072	\$ 0.09596	\$ 0.09629	\$ 0.09629
TOU-PA-3-A Energy	Winter	Off-peak	\$ 0.04785	\$ 0.05720	\$ 0.05763	\$ 0.05763
TOU-PA-3-B Energy	Summer	On-Peak	\$ 0.03834	\$ 0.03947	\$ 0.04962	\$ 0.04962
TOU-PA-3-B Energy	Summer	Mid-Peak	\$ 0.03408	\$ 0.03512	\$ 0.04448	\$ 0.04448
TOU-PA-3-B Energy	Summer	Off-peak	\$ 0.03286	\$ 0.03388	\$ 0.04301	\$ 0.04301
TOU-PA-3-B Energy	Winter	Mid-Peak	\$ 0.08072	\$ 0.09596	\$ 0.09629	\$ 0.09629
TOU-PA-3-B Energy	Winter	Off-peak	\$ 0.04785	\$ 0.05720	\$ 0.05763	\$ 0.05763
TOU-PA-3-B Demand	Summer	On-Peak	\$ 9.97	\$ 10.18	\$ 12.02	\$ 12.02
TOU-PA-3-B Demand	Summer	Mid-Peak	\$ 2.71	\$ 2.76	\$ 3.27	\$ 3.27
TOU-PA-3-D Energy	Summer	On-Peak	\$ 0.05757	\$ 0.05909	\$ 0.07281	\$ 0.07281
TOU-PA-3-D Energy	Summer	Mid-Peak	\$ 0.05011	\$ 0.05148	\$ 0.06382	\$ 0.06382
TOU-PA-3-D Energy	Summer	Off-peak	\$ 0.02876	\$ 0.02969	\$ 0.03807	\$ 0.03807
TOU-PA-3-D Energy	Winter	Mid-Peak	\$ 0.07175	\$ 0.08539	\$ 0.08575	\$ 0.08575
TOU-PA-3-D Energy	Winter	Off-peak	\$ 0.05700	\$ 0.06800	\$ 0.06839	\$ 0.06839
TOU-PA-3-D Energy	Winter	Super-Off-Peak	\$ 0.02936	\$ 0.03540	\$ 0.03588	\$ 0.03588
TOU-PA-3-D Demand	Summer	On-Peak	\$ 12.06	\$ 12.31	\$ 14.54	\$ 14.54
TOU-PA-3-D Demand	Winter	Mid-Peak	\$ 3.30	\$ 3.90	\$ 3.89	\$ 3.89
TOU-PA-3-D5 Energy	Summer	On-Peak	\$ 0.10524	\$ 0.10774	\$ 0.13029	\$ 0.13029
TOU-PA-3-D5 Energy	Summer	Mid-Peak	\$ 0.09215	\$ 0.09439	\$ 0.11450	\$ 0.11450
TOU-PA-3-D5 Energy	Summer	Off-peak	\$ 0.02747	\$ 0.02838	\$ 0.03651	\$ 0.03651
TOU-PA-3-D5 Energy	Winter	Mid-Peak	\$ 0.07089	\$ 0.08437	\$ 0.08473	\$ 0.08473
TOU-PA-3-D5 Energy	Winter	Off-peak	\$ 0.05627	\$ 0.06713	\$ 0.06753	\$ 0.06753
TOU-PA-3-D5 Energy	Winter	Super-Off-Peak	\$ 0.02887	\$ 0.03482	\$ 0.03530	\$ 0.03530
TOU-PA-3-D5 Demand	Summer	On-Peak	\$ 12.97	\$ 13.24	\$ 15.64	\$ 15.64
TOU-PA-3-D5 Demand	Winter	Mid-Peak	\$ 4.10	\$ 4.84	\$ 4.82	\$ 4.82
TOU-PA-3-E Energy	Summer	On-Peak	\$ 0.27819	\$ 0.28426	\$ 0.33884	\$ 0.33884
TOU-PA-3-E Energy	Summer	Mid-Peak	\$ 0.05018	\$ 0.05155	\$ 0.06390	\$ 0.06390
TOU-PA-3-E Energy	Summer	Off-peak	\$ 0.02883	\$ 0.02976	\$ 0.03815	\$ 0.03815
TOU-PA-3-E Energy	Winter	Mid-Peak	\$ 0.10080	\$ 0.11964	\$ 0.11992	\$ 0.11992
TOU-PA-3-E Energy	Winter	Off-peak	\$ 0.07622	\$ 0.09065	\$ 0.09100	\$ 0.09100
TOU-PA-3-E Energy	Winter	Super-Off-Peak	\$ 0.01499	\$ 0.01846	\$ 0.01898	\$ 0.01898
TOU-PA-3-E5 Energy	Summer	On-Peak	\$ 0.47997	\$ 0.49019	\$ 0.58215	\$ 0.58215
TOU-PA-3-E5 Energy	Summer	Mid-Peak	\$ 0.09215	\$ 0.09439	\$ 0.11450	\$ 0.11450
TOU-PA-3-E5 Energy	Summer	Off-peak	\$ 0.02747	\$ 0.02838	\$ 0.03651	\$ 0.03651
TOU-PA-3-E5 Energy	Winter	Mid-Peak	\$ 0.10605	\$ 0.12582	\$ 0.12609	\$ 0.12609
TOU-PA-3-E5 Energy	Winter	Off-peak	\$ 0.08039	\$ 0.09557	\$ 0.09591	\$ 0.09591
TOU-PA-3-E5 Energy	Winter	Super-Off-Peak	\$ 0.01651	\$ 0.02025	\$ 0.02076	\$ 0.02076
TOU-PA-3-PRI-A Energy	Summer	On-Peak	\$ 0.18621	\$ 0.19038	\$ 0.22793	\$ 0.22793
TOU-PA-3-PRI-A Energy	Summer	Mid-Peak	\$ 0.06057	\$ 0.06215	\$ 0.07643	\$ 0.07643
TOU-PA-3-PRI-A Energy	Summer	Off-peak	\$ 0.03170	\$ 0.03270	\$ 0.04162	\$ 0.04162

Energy rates are shown in \$/kWh and demand rates are shown in \$/kW.

Exhibit A to Resolution 21-06-016
2021 Phase 4 and 5 Non-residential Rate Schedules

TOU-PA-3-PRI-A	Energy	Winter	Mid-Peak	\$ 0.07892	\$ 0.09385	\$ 0.09419	\$ 0.09419
TOU-PA-3-PRI-A	Energy	Winter	Off-peak	\$ 0.04605	\$ 0.05509	\$ 0.05552	\$ 0.05552
TOU-PA-3-PRI-B	Energy	Summer	On-Peak	\$ 0.03749	\$ 0.03860	\$ 0.04859	\$ 0.04859
TOU-PA-3-PRI-B	Energy	Summer	Mid-Peak	\$ 0.03323	\$ 0.03425	\$ 0.04345	\$ 0.04345
TOU-PA-3-PRI-B	Energy	Summer	Off-peak	\$ 0.03201	\$ 0.03300	\$ 0.04198	\$ 0.04198
TOU-PA-3-PRI-B	Energy	Winter	Mid-Peak	\$ 0.07938	\$ 0.09438	\$ 0.09472	\$ 0.09472
TOU-PA-3-PRI-B	Energy	Winter	Off-peak	\$ 0.04651	\$ 0.05563	\$ 0.05605	\$ 0.05605
TOU-PA-3-PRI-B	Demand	Summer	On-Peak	\$ 9.83	\$ 10.03	\$ 11.85	\$ 11.85
TOU-PA-3-PRI-B	Demand	Summer	Mid-Peak	\$ 2.56	\$ 2.62	\$ 3.09	\$ 3.09
TOU-PA-3-PRI-D	Energy	Summer	On-Peak	\$ 0.05671	\$ 0.05822	\$ 0.07178	\$ 0.07178
TOU-PA-3-PRI-D	Energy	Summer	Mid-Peak	\$ 0.04926	\$ 0.05061	\$ 0.06279	\$ 0.06279
TOU-PA-3-PRI-D	Energy	Summer	Off-peak	\$ 0.02791	\$ 0.02882	\$ 0.03704	\$ 0.03704
TOU-PA-3-PRI-D	Energy	Winter	Mid-Peak	\$ 0.07041	\$ 0.08381	\$ 0.08417	\$ 0.08417
TOU-PA-3-PRI-D	Energy	Winter	Off-peak	\$ 0.05567	\$ 0.06642	\$ 0.06683	\$ 0.06683
TOU-PA-3-PRI-D	Energy	Winter	Super-Off-Peak	\$ 0.02802	\$ 0.03383	\$ 0.03431	\$ 0.03431
TOU-PA-3-PRI-D	Demand	Summer	On-Peak	\$ 11.95	\$ 12.20	\$ 14.41	\$ 14.41
TOU-PA-3-PRI-D	Demand	Winter	Mid-Peak	\$ 3.14	\$ 3.70	\$ 3.70	\$ 3.70
TOU-PA-3-PRI-D5	Energy	Summer	On-Peak	\$ 0.10441	\$ 0.10690	\$ 0.12929	\$ 0.12929
TOU-PA-3-PRI-D5	Energy	Summer	Mid-Peak	\$ 0.09132	\$ 0.09354	\$ 0.11351	\$ 0.11351
TOU-PA-3-PRI-D5	Energy	Summer	Off-peak	\$ 0.02665	\$ 0.02753	\$ 0.03552	\$ 0.03552
TOU-PA-3-PRI-D5	Energy	Winter	Mid-Peak	\$ 0.06958	\$ 0.08283	\$ 0.08319	\$ 0.08319
TOU-PA-3-PRI-D5	Energy	Winter	Off-peak	\$ 0.05496	\$ 0.06559	\$ 0.06599	\$ 0.06599
TOU-PA-3-PRI-D5	Energy	Winter	Super-Off-Peak	\$ 0.02755	\$ 0.03328	\$ 0.03376	\$ 0.03376
TOU-PA-3-PRI-D5	Demand	Summer	On-Peak	\$ 12.85	\$ 13.12	\$ 15.50	\$ 15.50
TOU-PA-3-PRI-D5	Demand	Winter	Mid-Peak	\$ 3.92	\$ 4.62	\$ 4.62	\$ 4.62
TOU-PA-3-PRI-E	Energy	Summer	On-Peak	\$ 0.27704	\$ 0.28309	\$ 0.33745	\$ 0.33745
TOU-PA-3-PRI-E	Energy	Summer	Mid-Peak	\$ 0.04902	\$ 0.05037	\$ 0.06250	\$ 0.06250
TOU-PA-3-PRI-E	Energy	Summer	Off-peak	\$ 0.02768	\$ 0.02858	\$ 0.03676	\$ 0.03676
TOU-PA-3-PRI-E	Energy	Winter	Mid-Peak	\$ 0.09901	\$ 0.11753	\$ 0.11781	\$ 0.11781
TOU-PA-3-PRI-E	Energy	Winter	Off-peak	\$ 0.07443	\$ 0.08855	\$ 0.08889	\$ 0.08889
TOU-PA-3-PRI-E	Energy	Winter	Super-Off-Peak	\$ 0.01320	\$ 0.01636	\$ 0.01688	\$ 0.01688
TOU-PA-3-PRI-E5	Energy	Summer	On-Peak	\$ 0.47881	\$ 0.48902	\$ 0.58076	\$ 0.58076
TOU-PA-3-PRI-E5	Energy	Summer	Mid-Peak	\$ 0.09099	\$ 0.09321	\$ 0.11311	\$ 0.11311
TOU-PA-3-PRI-E5	Energy	Summer	Off-peak	\$ 0.02632	\$ 0.02720	\$ 0.03513	\$ 0.03513
TOU-PA-3-PRI-E5	Energy	Winter	Mid-Peak	\$ 0.10425	\$ 0.12372	\$ 0.12398	\$ 0.12398
TOU-PA-3-PRI-E5	Energy	Winter	Off-peak	\$ 0.07860	\$ 0.09347	\$ 0.09380	\$ 0.09380
TOU-PA-3-PRI-E5	Energy	Winter	Super-Off-Peak	\$ 0.01471	\$ 0.01814	\$ 0.01865	\$ 0.01865
AL-2-F	Energy	All_Year	None	\$ 0.07076	\$ 0.07428	\$ 0.08023	\$ 0.08023
AL-2-GF	Energy	Summer	On-Peak	\$ 0.21952	\$ 0.22919	\$ 0.24497	\$ 0.24497
AL-2-GF	Energy	Summer	Off-peak	\$ 0.07076	\$ 0.07428	\$ 0.08023	\$ 0.08023
AL-2-GF	Energy	Winter	On-Peak	\$ 0.12632	\$ 0.13234	\$ 0.14243	\$ 0.14243
AL-2-GF	Energy	Winter	Off-peak	\$ 0.07076	\$ 0.07428	\$ 0.08023	\$ 0.08023
DWL	Energy	All_Year	None	\$ 0.03678	\$ 0.03791	\$ 0.04528	\$ 0.04528
LS-1	Energy	All_Year	None	\$ 0.06982	\$ 0.07329	\$ 0.07918	\$ 0.07918
LS-3	Energy	All_Year	None	\$ 0.07076	\$ 0.07428	\$ 0.08023	\$ 0.08023
TC-1	Energy	All_Year	None	\$ 0.06393	\$ 0.06565	\$ 0.07568	\$ 0.07568

Energy rates are shown in \$/kWh and demand rates are shown in \$/kW.

Exhibit B to Resolution 21-06-016
 2021 Phase 4 and 5 Non-residential Rate Schedules (CARE)

CPA RATE	TYPE	SEASON	TOU PERIOD	LEAN - CARE	CLEAN - CARE	100% GREEN - CARE	DEFAULT 100% GREEN - CARE
TOU-GS-1-A	Energy	Summer	On-Peak	\$ 0.11299	\$ 0.11569	\$ 0.13863	\$ 0.11569
TOU-GS-1-A	Energy	Summer	Mid-Peak	\$ 0.10478	\$ 0.10731	\$ 0.12882	\$ 0.10731
TOU-GS-1-A	Energy	Summer	Off-peak	\$ 0.09988	\$ 0.10231	\$ 0.12296	\$ 0.10231
TOU-GS-1-A	Energy	Winter	Mid-Peak	\$ 0.06370	\$ 0.06538	\$ 0.07970	\$ 0.06538
TOU-GS-1-A	Energy	Winter	Off-peak	\$ 0.05552	\$ 0.05704	\$ 0.06992	\$ 0.05704
TOU-GS-1-B	Energy	Summer	On-Peak	\$ 0.04993	\$ 0.05133	\$ 0.06324	\$ 0.05133
TOU-GS-1-B	Energy	Summer	Mid-Peak	\$ 0.04568	\$ 0.04699	\$ 0.05815	\$ 0.04699
TOU-GS-1-B	Energy	Summer	Off-peak	\$ 0.04313	\$ 0.04439	\$ 0.05511	\$ 0.04439
TOU-GS-1-B	Energy	Winter	Mid-Peak	\$ 0.06370	\$ 0.06538	\$ 0.07970	\$ 0.06538
TOU-GS-1-B	Energy	Winter	Off-peak	\$ 0.05552	\$ 0.05704	\$ 0.06992	\$ 0.05704
TOU-GS-1-B	Demand	Summer	On-Peak	\$ 10.79	\$ 11.01	\$ 12.90	\$ 11.01
TOU-GS-1-B	Demand	Summer	Mid-Peak	\$ 3.43	\$ 3.50	\$ 4.10	\$ 3.50
TOU-GS-1-D	Energy	Summer	On-Peak	\$ 0.07562	\$ 0.07755	\$ 0.09395	\$ 0.07755
TOU-GS-1-D	Energy	Summer	Mid-Peak	\$ 0.06683	\$ 0.06858	\$ 0.08345	\$ 0.06858
TOU-GS-1-D	Energy	Summer	Off-peak	\$ 0.03712	\$ 0.03826	\$ 0.04792	\$ 0.03826
TOU-GS-1-D	Energy	Winter	Mid-Peak	\$ 0.07030	\$ 0.07212	\$ 0.08759	\$ 0.07212
TOU-GS-1-D	Energy	Winter	Off-peak	\$ 0.04509	\$ 0.04640	\$ 0.05746	\$ 0.04640
TOU-GS-1-D	Energy	Winter	Super-Off-Peak	\$ 0.02951	\$ 0.03049	\$ 0.03882	\$ 0.03049
TOU-GS-1-D	Demand	Summer	On-Peak	\$ 14.50	\$ 14.80	\$ 17.34	\$ 14.80
TOU-GS-1-D	Demand	Winter	Mid-Peak	\$ 3.37	\$ 3.44	\$ 4.03	\$ 3.44
TOU-GS-1-E	Energy	Summer	On-Peak	\$ 0.29341	\$ 0.29983	\$ 0.35437	\$ 0.29983
TOU-GS-1-E	Energy	Summer	Mid-Peak	\$ 0.10625	\$ 0.10881	\$ 0.13058	\$ 0.10881
TOU-GS-1-E	Energy	Summer	Off-peak	\$ 0.06074	\$ 0.06237	\$ 0.07617	\$ 0.06237
TOU-GS-1-E	Energy	Winter	Mid-Peak	\$ 0.12577	\$ 0.12874	\$ 0.15392	\$ 0.12874
TOU-GS-1-E	Energy	Winter	Off-peak	\$ 0.05103	\$ 0.05245	\$ 0.06455	\$ 0.05245
TOU-GS-1-E	Energy	Winter	Super-Off-Peak	\$ 0.02621	\$ 0.02712	\$ 0.03488	\$ 0.02712
TOU-GS-1-PRI-A	Energy	Summer	On-Peak	\$ 0.11168	\$ 0.11435	\$ 0.13707	\$ 0.11435
TOU-GS-1-PRI-A	Energy	Summer	Mid-Peak	\$ 0.10347	\$ 0.10598	\$ 0.12726	\$ 0.10598
TOU-GS-1-PRI-A	Energy	Summer	Off-peak	\$ 0.09857	\$ 0.10097	\$ 0.12140	\$ 0.10097
TOU-GS-1-PRI-A	Energy	Winter	Mid-Peak	\$ 0.06238	\$ 0.06404	\$ 0.07813	\$ 0.06404
TOU-GS-1-PRI-A	Energy	Winter	Off-peak	\$ 0.05421	\$ 0.05570	\$ 0.06836	\$ 0.05570
TOU-GS-1-PRI-B	Energy	Summer	On-Peak	\$ 0.04908	\$ 0.05047	\$ 0.06223	\$ 0.05047
TOU-GS-1-PRI-B	Energy	Summer	Mid-Peak	\$ 0.04483	\$ 0.04613	\$ 0.05714	\$ 0.04613
TOU-GS-1-PRI-B	Energy	Summer	Off-peak	\$ 0.04229	\$ 0.04353	\$ 0.05410	\$ 0.04353
TOU-GS-1-PRI-B	Energy	Winter	Mid-Peak	\$ 0.06285	\$ 0.06452	\$ 0.07869	\$ 0.06452
TOU-GS-1-PRI-B	Energy	Winter	Off-peak	\$ 0.05468	\$ 0.05617	\$ 0.06891	\$ 0.05617
TOU-GS-1-PRI-B	Demand	Summer	On-Peak	\$ 10.64	\$ 10.86	\$ 12.72	\$ 10.86
TOU-GS-1-PRI-B	Demand	Summer	Mid-Peak	\$ 3.28	\$ 3.35	\$ 3.92	\$ 3.35
TOU-GS-1-PRI-D	Energy	Summer	On-Peak	\$ 0.07477	\$ 0.07669	\$ 0.09294	\$ 0.07669
TOU-GS-1-PRI-D	Energy	Summer	Mid-Peak	\$ 0.06599	\$ 0.06772	\$ 0.08244	\$ 0.06772
TOU-GS-1-PRI-D	Energy	Summer	Off-peak	\$ 0.03628	\$ 0.03740	\$ 0.04691	\$ 0.03740
TOU-GS-1-PRI-D	Energy	Winter	Mid-Peak	\$ 0.06945	\$ 0.07126	\$ 0.08658	\$ 0.07126
TOU-GS-1-PRI-D	Energy	Winter	Off-peak	\$ 0.04425	\$ 0.04553	\$ 0.05645	\$ 0.04553
TOU-GS-1-PRI-D	Energy	Winter	Super-Off-Peak	\$ 0.02867	\$ 0.02963	\$ 0.03781	\$ 0.02963
TOU-GS-1-PRI-D	Demand	Summer	On-Peak	\$ 14.40	\$ 14.69	\$ 17.22	\$ 14.69
TOU-GS-1-PRI-D	Demand	Winter	Mid-Peak	\$ 3.26	\$ 3.33	\$ 3.90	\$ 3.33
TOU-GS-1-PRI-E	Energy	Summer	On-Peak	\$ 0.29210	\$ 0.29849	\$ 0.35280	\$ 0.29849
TOU-GS-1-PRI-E	Energy	Summer	Mid-Peak	\$ 0.10494	\$ 0.10747	\$ 0.12901	\$ 0.10747
TOU-GS-1-PRI-E	Energy	Summer	Off-peak	\$ 0.05943	\$ 0.06103	\$ 0.07460	\$ 0.06103
TOU-GS-1-PRI-E	Energy	Winter	Mid-Peak	\$ 0.12446	\$ 0.12740	\$ 0.15236	\$ 0.12740
TOU-GS-1-PRI-E	Energy	Winter	Off-peak	\$ 0.04972	\$ 0.05111	\$ 0.06298	\$ 0.05111
TOU-GS-1-PRI-E	Energy	Winter	Super-Off-Peak	\$ 0.02490	\$ 0.02579	\$ 0.03331	\$ 0.02579
TOU-GS-1-SUB-A	Energy	Summer	On-Peak	\$ 0.11009	\$ 0.11273	\$ 0.13517	\$ 0.11273
TOU-GS-1-SUB-A	Energy	Summer	Mid-Peak	\$ 0.10189	\$ 0.10436	\$ 0.12537	\$ 0.10436
TOU-GS-1-SUB-A	Energy	Summer	Off-peak	\$ 0.09699	\$ 0.09936	\$ 0.11950	\$ 0.09936
TOU-GS-1-SUB-A	Energy	Winter	Mid-Peak	\$ 0.06080	\$ 0.06243	\$ 0.07624	\$ 0.06243
TOU-GS-1-SUB-A	Energy	Winter	Off-peak	\$ 0.05263	\$ 0.05408	\$ 0.06646	\$ 0.05408
TOU-GS-1-SUB-B	Energy	Summer	On-Peak	\$ 0.04837	\$ 0.04973	\$ 0.06137	\$ 0.04973

Energy rates are shown in \$/kWh and demand rates are shown in \$/kW.

Exhibit B to Resolution 21-06-016
2021 Phase 4 and 5 Non-residential Rate Schedules (CARE)

TOU-GS-1-SUB-B	Energy	Summer	Mid-Peak	\$	0.04411	\$	0.04539	\$	0.05628	\$	0.04539
TOU-GS-1-SUB-B	Energy	Summer	Off-peak	\$	0.04157	\$	0.04280	\$	0.05324	\$	0.04280
TOU-GS-1-SUB-B	Energy	Winter	Mid-Peak	\$	0.06213	\$	0.06378	\$	0.07783	\$	0.06378
TOU-GS-1-SUB-B	Energy	Winter	Off-peak	\$	0.05396	\$	0.05544	\$	0.06805	\$	0.05544
TOU-GS-1-SUB-B	Demand	Summer	On-Peak	\$	10.37	\$	10.58	\$	12.40	\$	10.58
TOU-GS-1-SUB-B	Demand	Summer	Mid-Peak	\$	3.01	\$	3.07	\$	3.60	\$	3.07
TOU-GS-1-SUB-D	Energy	Summer	On-Peak	\$	0.07405	\$	0.07595	\$	0.09208	\$	0.07595
TOU-GS-1-SUB-D	Energy	Summer	Mid-Peak	\$	0.06527	\$	0.06699	\$	0.08158	\$	0.06699
TOU-GS-1-SUB-D	Energy	Summer	Off-peak	\$	0.03556	\$	0.03666	\$	0.04606	\$	0.03666
TOU-GS-1-SUB-D	Energy	Winter	Mid-Peak	\$	0.06873	\$	0.07052	\$	0.08572	\$	0.07052
TOU-GS-1-SUB-D	Energy	Winter	Off-peak	\$	0.04353	\$	0.04480	\$	0.05559	\$	0.04480
TOU-GS-1-SUB-D	Energy	Winter	Super-Off-Peak	\$	0.02795	\$	0.02890	\$	0.03695	\$	0.02890
TOU-GS-1-SUB-D	Demand	Summer	On-Peak	\$	14.18	\$	14.48	\$	16.96	\$	14.48
TOU-GS-1-SUB-D	Demand	Winter	Mid-Peak	\$	3.05	\$	3.11	\$	3.65	\$	3.11
TOU-GS-1-SUB-E	Energy	Summer	On-Peak	\$	0.29052	\$	0.29687	\$	0.35091	\$	0.29687
TOU-GS-1-SUB-E	Energy	Summer	Mid-Peak	\$	0.10335	\$	0.10586	\$	0.12712	\$	0.10586
TOU-GS-1-SUB-E	Energy	Summer	Off-peak	\$	0.05785	\$	0.05941	\$	0.07271	\$	0.05941
TOU-GS-1-SUB-E	Energy	Winter	Mid-Peak	\$	0.12288	\$	0.12578	\$	0.15046	\$	0.12578
TOU-GS-1-SUB-E	Energy	Winter	Off-peak	\$	0.04813	\$	0.04950	\$	0.06109	\$	0.04950
TOU-GS-1-SUB-E	Energy	Winter	Super-Off-Peak	\$	0.02332	\$	0.02417	\$	0.03142	\$	0.02417
TOU-GS-2-B	Energy	Summer	On-Peak	\$	0.04825	\$	0.04962	\$	0.06128	\$	0.04962
TOU-GS-2-B	Energy	Summer	Mid-Peak	\$	0.04408	\$	0.04536	\$	0.05629	\$	0.04536
TOU-GS-2-B	Energy	Summer	Off-peak	\$	0.04159	\$	0.04283	\$	0.05332	\$	0.04283
TOU-GS-2-B	Energy	Winter	Mid-Peak	\$	0.06251	\$	0.06418	\$	0.07834	\$	0.06418
TOU-GS-2-B	Energy	Winter	Off-peak	\$	0.03222	\$	0.03326	\$	0.04212	\$	0.03326
TOU-GS-2-B	Demand	Summer	On-Peak	\$	13.66	\$	13.94	\$	16.33	\$	13.94
TOU-GS-2-B	Demand	Summer	Mid-Peak	\$	4.53	\$	4.63	\$	5.42	\$	4.63
TOU-GS-2-D	Energy	Summer	On-Peak	\$	0.07385	\$	0.07575	\$	0.09190	\$	0.07575
TOU-GS-2-D	Energy	Summer	Mid-Peak	\$	0.06457	\$	0.06628	\$	0.08080	\$	0.06628
TOU-GS-2-D	Energy	Summer	Off-peak	\$	0.03556	\$	0.03667	\$	0.04611	\$	0.03667
TOU-GS-2-D	Energy	Winter	Mid-Peak	\$	0.05246	\$	0.05392	\$	0.06632	\$	0.05392
TOU-GS-2-D	Energy	Winter	Off-peak	\$	0.04110	\$	0.04232	\$	0.05273	\$	0.04232
TOU-GS-2-D	Energy	Winter	Super-Off-Peak	\$	0.01975	\$	0.02053	\$	0.02720	\$	0.02053
TOU-GS-2-D	Demand	Summer	On-Peak	\$	19.46	\$	19.86	\$	23.26	\$	19.86
TOU-GS-2-D	Demand	Winter	Mid-Peak	\$	3.94	\$	4.02	\$	4.71	\$	4.02
TOU-GS-2-E	Energy	Summer	On-Peak	\$	0.32956	\$	0.33672	\$	0.39764	\$	0.33672
TOU-GS-2-E	Energy	Summer	Mid-Peak	\$	0.06464	\$	0.06635	\$	0.08088	\$	0.06635
TOU-GS-2-E	Energy	Summer	Off-peak	\$	0.03563	\$	0.03674	\$	0.04619	\$	0.03674
TOU-GS-2-E	Energy	Winter	Mid-Peak	\$	0.09358	\$	0.09589	\$	0.11549	\$	0.09589
TOU-GS-2-E	Energy	Winter	Off-peak	\$	0.04116	\$	0.04239	\$	0.05281	\$	0.04239
TOU-GS-2-E	Energy	Winter	Super-Off-Peak	\$	0.01981	\$	0.02060	\$	0.02728	\$	0.02060
TOU-GS-2-E	Demand	Summer	On-Peak	\$	4.27	\$	4.36	\$	5.11	\$	4.36
TOU-GS-2-E	Demand	Winter	Mid-Peak	\$	0.83	\$	0.84	\$	0.99	\$	0.84
TOU-GS-2-PRI-B	Energy	Summer	On-Peak	\$	0.04739	\$	0.04874	\$	0.06025	\$	0.04874
TOU-GS-2-PRI-B	Energy	Summer	Mid-Peak	\$	0.04321	\$	0.04448	\$	0.05526	\$	0.04448
TOU-GS-2-PRI-B	Energy	Summer	Off-peak	\$	0.04073	\$	0.04194	\$	0.05229	\$	0.04194
TOU-GS-2-PRI-B	Energy	Winter	Mid-Peak	\$	0.06165	\$	0.06330	\$	0.07730	\$	0.06330
TOU-GS-2-PRI-B	Energy	Winter	Off-peak	\$	0.03136	\$	0.03238	\$	0.04109	\$	0.03238
TOU-GS-2-PRI-B	Demand	Summer	On-Peak	\$	13.48	\$	13.75	\$	16.11	\$	13.75
TOU-GS-2-PRI-B	Demand	Summer	Mid-Peak	\$	4.35	\$	4.44	\$	5.20	\$	4.44
TOU-GS-2-PRI-D	Energy	Summer	On-Peak	\$	0.07299	\$	0.07487	\$	0.09086	\$	0.07487
TOU-GS-2-PRI-D	Energy	Summer	Mid-Peak	\$	0.06371	\$	0.06540	\$	0.07977	\$	0.06540
TOU-GS-2-PRI-D	Energy	Summer	Off-peak	\$	0.03470	\$	0.03579	\$	0.04508	\$	0.03579
TOU-GS-2-PRI-D	Energy	Winter	Mid-Peak	\$	0.05160	\$	0.05304	\$	0.06529	\$	0.05304
TOU-GS-2-PRI-D	Energy	Winter	Off-peak	\$	0.04023	\$	0.04144	\$	0.05170	\$	0.04144
TOU-GS-2-PRI-D	Energy	Winter	Super-Off-Peak	\$	0.01888	\$	0.01965	\$	0.02617	\$	0.01965
TOU-GS-2-PRI-D	Demand	Summer	On-Peak	\$	19.31	\$	19.71	\$	23.09	\$	19.71
TOU-GS-2-PRI-D	Demand	Winter	Mid-Peak	\$	3.80	\$	3.87	\$	4.54	\$	3.87
TOU-GS-2-PRI-E	Energy	Summer	On-Peak	\$	0.32835	\$	0.33549	\$	0.39620	\$	0.33549
TOU-GS-2-PRI-E	Energy	Summer	Mid-Peak	\$	0.06343	\$	0.06512	\$	0.07944	\$	0.06512

Energy rates are shown in \$/kWh and demand rates are shown in \$/kW.

Exhibit B to Resolution 21-06-016
2021 Phase 4 and 5 Non-residential Rate Schedules (CARE)

TOU-GS-2-PRI-E	Energy	Summer	Off-peak	\$ 0.03443	\$ 0.03551	\$ 0.04475	\$ 0.03551
TOU-GS-2-PRI-E	Energy	Winter	Mid-Peak	\$ 0.09238	\$ 0.09466	\$ 0.11405	\$ 0.09466
TOU-GS-2-PRI-E	Energy	Winter	Off-peak	\$ 0.03996	\$ 0.04116	\$ 0.05137	\$ 0.04116
TOU-GS-2-PRI-E	Energy	Winter	Super-Off-Peak	\$ 0.01861	\$ 0.01937	\$ 0.02584	\$ 0.01937
TOU-GS-2-PRI-E	Demand	Summer	On-Peak	\$ 4.24	\$ 4.33	\$ 5.07	\$ 4.33
TOU-GS-2-PRI-E	Demand	Winter	Mid-Peak	\$ 0.80	\$ 0.81	\$ 0.95	\$ 0.81
TOU-GS-2-PRI-R	Energy	Summer	On-Peak	\$ 0.21483	\$ 0.21963	\$ 0.26046	\$ 0.21963
TOU-GS-2-PRI-R	Energy	Summer	Mid-Peak	\$ 0.08977	\$ 0.09200	\$ 0.11093	\$ 0.09200
TOU-GS-2-PRI-R	Energy	Summer	Off-peak	\$ 0.04029	\$ 0.04150	\$ 0.05177	\$ 0.04150
TOU-GS-2-PRI-R	Energy	Winter	Mid-Peak	\$ 0.06121	\$ 0.06285	\$ 0.07678	\$ 0.06285
TOU-GS-2-PRI-R	Energy	Winter	Off-peak	\$ 0.03092	\$ 0.03194	\$ 0.04056	\$ 0.03194
TOU-GS-2-R	Energy	Summer	On-Peak	\$ 0.21613	\$ 0.22096	\$ 0.26202	\$ 0.22096
TOU-GS-2-R	Energy	Summer	Mid-Peak	\$ 0.09108	\$ 0.09333	\$ 0.11249	\$ 0.09333
TOU-GS-2-R	Energy	Summer	Off-peak	\$ 0.04159	\$ 0.04283	\$ 0.05332	\$ 0.04283
TOU-GS-2-R	Energy	Winter	Mid-Peak	\$ 0.06251	\$ 0.06418	\$ 0.07834	\$ 0.06418
TOU-GS-2-R	Energy	Winter	Off-peak	\$ 0.03222	\$ 0.03326	\$ 0.04212	\$ 0.03326
TOU-GS-2-SUB-B	Energy	Summer	On-Peak	\$ 0.04632	\$ 0.04765	\$ 0.05897	\$ 0.04765
TOU-GS-2-SUB-B	Energy	Summer	Mid-Peak	\$ 0.04214	\$ 0.04339	\$ 0.05398	\$ 0.04339
TOU-GS-2-SUB-B	Energy	Summer	Off-peak	\$ 0.03966	\$ 0.04085	\$ 0.05101	\$ 0.04085
TOU-GS-2-SUB-B	Energy	Winter	Mid-Peak	\$ 0.06058	\$ 0.06221	\$ 0.07603	\$ 0.06221
TOU-GS-2-SUB-B	Energy	Winter	Off-peak	\$ 0.03029	\$ 0.03129	\$ 0.03981	\$ 0.03129
TOU-GS-2-SUB-B	Demand	Summer	On-Peak	\$ 13.15	\$ 13.42	\$ 15.72	\$ 13.42
TOU-GS-2-SUB-B	Demand	Summer	Mid-Peak	\$ 4.02	\$ 4.10	\$ 4.81	\$ 4.10
TOU-GS-2-SUB-D	Energy	Summer	On-Peak	\$ 0.07192	\$ 0.07378	\$ 0.08959	\$ 0.07378
TOU-GS-2-SUB-D	Energy	Summer	Mid-Peak	\$ 0.06264	\$ 0.06431	\$ 0.07849	\$ 0.06431
TOU-GS-2-SUB-D	Energy	Summer	Off-peak	\$ 0.03363	\$ 0.03470	\$ 0.04380	\$ 0.03470
TOU-GS-2-SUB-D	Energy	Winter	Mid-Peak	\$ 0.05053	\$ 0.05195	\$ 0.06401	\$ 0.05195
TOU-GS-2-SUB-D	Energy	Winter	Off-peak	\$ 0.03916	\$ 0.04035	\$ 0.05042	\$ 0.04035
TOU-GS-2-SUB-D	Energy	Winter	Super-Off-Peak	\$ 0.01781	\$ 0.01856	\$ 0.02489	\$ 0.01856
TOU-GS-2-SUB-D	Demand	Summer	On-Peak	\$ 19.04	\$ 19.43	\$ 22.76	\$ 19.43
TOU-GS-2-SUB-D	Demand	Winter	Mid-Peak	\$ 3.52	\$ 3.60	\$ 4.21	\$ 3.60
TOU-GS-3-B	Energy	Summer	On-Peak	\$ 0.04427	\$ 0.04554	\$ 0.05634	\$ 0.04554
TOU-GS-3-B	Energy	Summer	Mid-Peak	\$ 0.04033	\$ 0.04152	\$ 0.05163	\$ 0.04152
TOU-GS-3-B	Energy	Summer	Off-peak	\$ 0.03810	\$ 0.03925	\$ 0.04897	\$ 0.03925
TOU-GS-3-B	Energy	Winter	Mid-Peak	\$ 0.07392	\$ 0.07725	\$ 0.07728	\$ 0.05423
TOU-GS-3-B	Energy	Winter	Off-peak	\$ 0.04197	\$ 0.04420	\$ 0.04423	\$ 0.03083
TOU-GS-3-B	Demand	Summer	On-Peak	\$ 12.32	\$ 12.57	\$ 14.73	\$ 12.57
TOU-GS-3-B	Demand	Summer	Mid-Peak	\$ 4.10	\$ 4.18	\$ 4.90	\$ 4.18
TOU-GS-3-D	Energy	Summer	On-Peak	\$ 0.06798	\$ 0.06974	\$ 0.08469	\$ 0.06974
TOU-GS-3-D	Energy	Summer	Mid-Peak	\$ 0.05938	\$ 0.06097	\$ 0.07442	\$ 0.06097
TOU-GS-3-D	Energy	Summer	Off-peak	\$ 0.03306	\$ 0.03410	\$ 0.04294	\$ 0.03410
TOU-GS-3-D	Energy	Winter	Mid-Peak	\$ 0.06850	\$ 0.07164	\$ 0.07167	\$ 0.05026
TOU-GS-3-D	Energy	Winter	Off-peak	\$ 0.05365	\$ 0.05628	\$ 0.05631	\$ 0.03939
TOU-GS-3-D	Energy	Winter	Super-Off-Peak	\$ 0.02581	\$ 0.02750	\$ 0.02752	\$ 0.01901
TOU-GS-3-D	Demand	Summer	On-Peak	\$ 18.46	\$ 18.84	\$ 22.07	\$ 18.84
TOU-GS-3-D	Demand	Winter	Mid-Peak	\$ 4.68	\$ 4.84	\$ 4.84	\$ 3.43
TOU-GS-3-E	Energy	Summer	On-Peak	\$ 0.28764	\$ 0.29393	\$ 0.34734	\$ 0.29393
TOU-GS-3-E	Energy	Summer	Mid-Peak	\$ 0.05945	\$ 0.06104	\$ 0.07450	\$ 0.06104
TOU-GS-3-E	Energy	Summer	Off-peak	\$ 0.03313	\$ 0.03417	\$ 0.04303	\$ 0.03417
TOU-GS-3-E	Energy	Winter	Mid-Peak	\$ 0.11247	\$ 0.11710	\$ 0.11715	\$ 0.08244
TOU-GS-3-E	Energy	Winter	Off-peak	\$ 0.05374	\$ 0.05638	\$ 0.05641	\$ 0.03946
TOU-GS-3-E	Energy	Winter	Super-Off-Peak	\$ 0.02590	\$ 0.02760	\$ 0.02761	\$ 0.01908
TOU-GS-3-E	Demand	Summer	On-Peak	\$ 4.05	\$ 4.13	\$ 4.84	\$ 4.13
TOU-GS-3-E	Demand	Winter	Mid-Peak	\$ 0.99	\$ 1.02	\$ 1.02	\$ 0.72
TOU-GS-3-PRI-B	Energy	Summer	On-Peak	\$ 0.04341	\$ 0.04467	\$ 0.05532	\$ 0.04467
TOU-GS-3-PRI-B	Energy	Summer	Mid-Peak	\$ 0.03947	\$ 0.04064	\$ 0.05061	\$ 0.04064
TOU-GS-3-PRI-B	Energy	Summer	Off-peak	\$ 0.03725	\$ 0.03838	\$ 0.04795	\$ 0.03838
TOU-GS-3-PRI-B	Energy	Winter	Mid-Peak	\$ 0.07274	\$ 0.07602	\$ 0.07606	\$ 0.05336
TOU-GS-3-PRI-B	Energy	Winter	Off-peak	\$ 0.04078	\$ 0.04298	\$ 0.04300	\$ 0.02996
TOU-GS-3-PRI-B	Demand	Summer	On-Peak	\$ 12.15	\$ 12.40	\$ 14.52	\$ 12.40

Energy rates are shown in \$/kWh and demand rates are shown in \$/kW.

Exhibit B to Resolution 21-06-016
 2021 Phase 4 and 5 Non-residential Rate Schedules (CARE)

TOU-GS-3-PRI-B	Demand	Summer	Mid-Peak	\$	3.92	\$	4.00	\$	4.69	\$	4.00
TOU-GS-3-PRI-D	Energy	Summer	On-Peak	\$	0.06712	\$	0.06886	\$	0.08367	\$	0.06886
TOU-GS-3-PRI-D	Energy	Summer	Mid-Peak	\$	0.05853	\$	0.06009	\$	0.07339	\$	0.06009
TOU-GS-3-PRI-D	Energy	Summer	Off-peak	\$	0.03221	\$	0.03323	\$	0.04192	\$	0.03323
TOU-GS-3-PRI-D	Energy	Winter	Mid-Peak	\$	0.06732	\$	0.07042	\$	0.07045	\$	0.04938
TOU-GS-3-PRI-D	Energy	Winter	Off-peak	\$	0.05246	\$	0.05506	\$	0.05509	\$	0.03851
TOU-GS-3-PRI-D	Energy	Winter	Super-Off-Peak	\$	0.02463	\$	0.02628	\$	0.02629	\$	0.01814
TOU-GS-3-PRI-D	Demand	Summer	On-Peak	\$	18.31	\$	18.69	\$	21.89	\$	18.69
TOU-GS-3-PRI-D	Demand	Winter	Mid-Peak	\$	4.49	\$	4.64	\$	4.64	\$	3.28
TOU-GS-3-PRI-E	Energy	Summer	On-Peak	\$	0.28650	\$	0.29276	\$	0.34597	\$	0.29276
TOU-GS-3-PRI-E	Energy	Summer	Mid-Peak	\$	0.05831	\$	0.05987	\$	0.07313	\$	0.05987
TOU-GS-3-PRI-E	Energy	Summer	Off-peak	\$	0.03199	\$	0.03300	\$	0.04166	\$	0.03300
TOU-GS-3-PRI-E	Energy	Winter	Mid-Peak	\$	0.11089	\$	0.11547	\$	0.11552	\$	0.08127
TOU-GS-3-PRI-E	Energy	Winter	Off-peak	\$	0.05216	\$	0.05475	\$	0.05477	\$	0.03829
TOU-GS-3-PRI-E	Energy	Winter	Super-Off-Peak	\$	0.02432	\$	0.02596	\$	0.02598	\$	0.01791
TOU-GS-3-PRI-E	Demand	Summer	On-Peak	\$	4.02	\$	4.10	\$	4.81	\$	4.10
TOU-GS-3-PRI-E	Demand	Winter	Mid-Peak	\$	0.95	\$	0.98	\$	0.98	\$	0.69
TOU-GS-3-PRI-R	Energy	Summer	On-Peak	\$	0.18662	\$	0.19083	\$	0.22656	\$	0.19083
TOU-GS-3-PRI-R	Energy	Summer	Mid-Peak	\$	0.07717	\$	0.07912	\$	0.09568	\$	0.07912
TOU-GS-3-PRI-R	Energy	Summer	Off-peak	\$	0.03687	\$	0.03799	\$	0.04750	\$	0.03799
TOU-GS-3-PRI-R	Energy	Winter	Mid-Peak	\$	0.07222	\$	0.07549	\$	0.07552	\$	0.05297
TOU-GS-3-PRI-R	Energy	Winter	Off-peak	\$	0.04027	\$	0.04245	\$	0.04247	\$	0.02958
TOU-GS-3-R	Energy	Summer	On-Peak	\$	0.18786	\$	0.19209	\$	0.22803	\$	0.19209
TOU-GS-3-R	Energy	Summer	Mid-Peak	\$	0.07840	\$	0.08038	\$	0.09716	\$	0.08038
TOU-GS-3-R	Energy	Summer	Off-peak	\$	0.03810	\$	0.03925	\$	0.04897	\$	0.03925
TOU-GS-3-R	Energy	Winter	Mid-Peak	\$	0.07392	\$	0.07725	\$	0.07728	\$	0.05423
TOU-GS-3-R	Energy	Winter	Off-peak	\$	0.04197	\$	0.04420	\$	0.04423	\$	0.03083
TOU-GS-3-SUB-D	Energy	Summer	On-Peak	\$	0.06609	\$	0.06781	\$	0.08244	\$	0.06781
TOU-GS-3-SUB-D	Energy	Summer	Mid-Peak	\$	0.05750	\$	0.05904	\$	0.07216	\$	0.05904
TOU-GS-3-SUB-D	Energy	Summer	Off-peak	\$	0.03118	\$	0.03218	\$	0.04069	\$	0.03218
TOU-GS-3-SUB-D	Energy	Winter	Mid-Peak	\$	0.06651	\$	0.06965	\$	0.06968	\$	0.04833
TOU-GS-3-SUB-D	Energy	Winter	Off-peak	\$	0.05166	\$	0.05429	\$	0.05432	\$	0.03746
TOU-GS-3-SUB-D	Energy	Winter	Super-Off-Peak	\$	0.02382	\$	0.02551	\$	0.02553	\$	0.01709
TOU-GS-3-SUB-D	Demand	Summer	On-Peak	\$	18.07	\$	18.44	\$	21.60	\$	18.44
TOU-GS-3-SUB-D	Demand	Winter	Mid-Peak	\$	4.27	\$	4.43	\$	4.43	\$	3.03

Energy rates are shown in \$/kWh and demand rates are shown in \$/kW.

Exhibit C to Resolution 21-06-016
 2021 Phase 4 and 5 Wind Machine Credit Rate Schedules

CPA RATE	TYPE	SEASON	TOU PERIOD	LEAN	CLEAN	100% GREEN	DEFAULT 100% GREEN
TOU-PA-2-A	Demand Credit	Winter	Total	\$ (6.33)	\$ (6.33)	\$ (6.33)	\$ (6.33)
TOU-PA-2-B	Demand Credit	Winter	Total	\$ (6.33)	\$ (6.33)	\$ (6.33)	\$ (6.33)
TOU-PA-2-D	Demand Credit	Winter	Total	\$ (6.33)	\$ (6.33)	\$ (6.33)	\$ (6.33)
TOU-PA-2-D-5	Demand Credit	Winter	Total	\$ (6.33)	\$ (6.33)	\$ (6.33)	\$ (6.33)
TOU-PA-2-E	Demand Credit	Winter	Total	\$ (6.33)	\$ (6.33)	\$ (6.33)	\$ (6.33)
TOU-PA-2-E-5	Demand Credit	Winter	Total	\$ (6.33)	\$ (6.33)	\$ (6.33)	\$ (6.33)
TOU-PA-2-PRI-A	Demand Credit	Winter	Total	\$ (6.33)	\$ (6.33)	\$ (6.33)	\$ (6.33)
TOU-PA-2-PRI-B	Demand Credit	Winter	Total	\$ (6.33)	\$ (6.33)	\$ (6.33)	\$ (6.33)
TOU-PA-2-PRI-D	Demand Credit	Winter	Total	\$ (6.33)	\$ (6.33)	\$ (6.33)	\$ (6.33)
TOU-PA-2-PRI-D-5	Demand Credit	Winter	Total	\$ (6.33)	\$ (6.33)	\$ (6.33)	\$ (6.33)
TOU-PA-2-PRI-E	Demand Credit	Winter	Total	\$ (6.33)	\$ (6.33)	\$ (6.33)	\$ (6.33)
TOU-PA-2-PRI-E-5	Demand Credit	Winter	Total	\$ (6.33)	\$ (6.33)	\$ (6.33)	\$ (6.33)

Wind Machine Credit: Agricultural customers served under a PA-2 rate schedule who incur energy usage during the Winter Season solely for wind machine operations that have been determined eligible by SCE will receive a monthly winter demand credit based on highest recorded off-peak monthly kW demand.

Winter season commences at 12:00 a.m. on October 1 of each year and continues until 12:00 a.m. on June 1 of the following year.

Demand credits are shown in \$/kW.

Exhibit D to Resolution 21-06-016
 2021 Phase 4 and 5 Peak Management Pricing (PMP) Rate Schedules

CPA RATE	TYPE	SEASON	TOU PERIOD	LEAN	CLEAN	100% GREEN
TOU-GS-1-E	Energy Surcharge	All_Year	On-Peak	\$ 1.00	\$ 1.00	\$ 1.00
TOU-GS-1-E	Energy Credit	Summer	On-Peak	\$ (0.17054)	\$ (0.17054)	\$ (0.17054)
TOU-GS-1-ES	Energy Surcharge	All_Year	On-Peak	\$ 1.00	\$ 1.00	\$ 1.00
TOU-GS-1-ES	Energy Credit	Summer	On-Peak	\$ (0.17054)	\$ (0.17054)	\$ (0.17054)
TOU-GS-2-D	Energy Surcharge	All_Year	On-Peak	\$ 1.00	\$ 1.00	\$ 1.00
TOU-GS-2-D	Demand Credit	Summer	On-Peak	\$ (8.56)	\$ (8.56)	\$ (8.56)
TOU-GS-3-D	Energy Surcharge	All_Year	On-Peak	\$ 1.00	\$ 1.00	\$ 1.00
TOU-GS-3-D	Demand Credit	Summer	On-Peak	\$ (9.44)	\$ (9.44)	\$ (9.44)
TOU-8-SEC-D	Energy Surcharge	All_Year	On-Peak	\$ 1.00	\$ 1.00	\$ 1.00
TOU-8-SEC-D	Demand Credit	Summer	On-Peak	\$ (10.28)	\$ (10.28)	\$ (10.28)
TOU-8-PRI-D	Energy Surcharge	All_Year	On-Peak	\$ 1.00	\$ 1.00	\$ 1.00
TOU-8-PRI-D	Demand Credit	Summer	On-Peak	\$ (10.65)	\$ (10.65)	\$ (10.65)
TOU-8-SUB-D	Energy Surcharge	All_Year	On-Peak	\$ 1.00	\$ 1.00	\$ 1.00
TOU-8-SUB-D	Demand Credit	Summer	On-Peak	\$ (10.55)	\$ (10.55)	\$ (10.55)
TOU-PA-2-D	Energy Surcharge	All_Year	On-Peak	\$ 1.00	\$ 1.00	\$ 1.00
TOU-PA-2-D	Demand Credit	Summer	On-Peak	\$ (7.10)	\$ (7.10)	\$ (7.10)
TOU-PA-2-D-5	Energy Surcharge	All_Year	On-Peak	\$ 1.00	\$ 1.00	\$ 1.00
TOU-PA-2-D-5	Demand Credit	Summer	On-Peak	\$ (7.10)	\$ (7.10)	\$ (7.10)
TOU-PA-3-D	Energy Surcharge	All_Year	On-Peak	\$ 1.00	\$ 1.00	\$ 1.00
TOU-PA-3-D	Demand Credit	Summer	On-Peak	\$ (7.73)	\$ (7.73)	\$ (7.73)
TOU-PA-3-D-5	Energy Surcharge	All_Year	On-Peak	\$ 1.00	\$ 1.00	\$ 1.00
TOU-PA-3-D-5	Demand Credit	Summer	On-Peak	\$ (7.73)	\$ (7.73)	\$ (7.73)

Credit is applied to peak demand charge in \$/kW, except TOU-GS-1 customers for which it is applied to on-peak energy charges in (\$/kWh)
 Rates apply equally to all service voltages

Energy surcharges/credits are shown in \$/kWh and demand credits are shown in \$/kW.

Forecasted Upcoming SCE Rate Changes

Rate Proceeding	Description	Estimated Rate Impact	Timing
2021 General Rate Case (GRC) Phase 1	The GRC establishes SCE's overall revenue requirement and focuses on costs to maintain and strengthen the grid, as well as overhead costs	Small generation rate increase; large delivery rate increase	Summer 2021
Catastrophic Event Memo Account	SCE seeking to recover costs related to 2017-2018 drought and firestorms	Small delivery rate increase	Summer 2021
2021 GRC Phase 2	Separate track within the GRC that deals with 2018-2019 wildfire related grid costs	Moderate delivery rate increase	Fall 2021
Removal of Grid Safety and Resiliency Program	Removal of temporary costs for Grid Safety and Resiliency program	Small delivery rate decrease	Fall 2021
2021 GRC Phase 3	Separate track within GRC that deals with 2020 wildfire related grid costs	Moderate delivery rate increase	Winter 2022
2022 Consolidated Rate Change	Rate change related to annual update of balancing accounts including ERRAs, PABAs and others; sets 2022 PCIA rate	Small generation rate increase; small delivery rate decrease (forecast highly uncertain)	Winter 2022

Staff Report – Agenda Item 9

To: Clean Power Alliance (CPA) Board of Directors

From: David McNeil, Chief Financial Officer

Approved By: Ted Bardacke, Executive Director

Subject: Approve FY 2021/2022 Budget

Date: June 3, 2021

RECOMMENDATION

Approve FY 2021/22 Budget as proposed in Attachment 1.

DISCUSSION

Each year CPA develops an annual budget to govern the receipt of revenues, the incurrence of expenses, and capital expenditures during the upcoming fiscal year. The Proposed FY 2021/22 Budget (Proposed Budget, provided as Attachment 1) was developed in accordance with the timeline and priorities summarized in the Proposed FY 2021-22 Budget presentation (provided as Attachment 2) and reflects the input of the Board, Finance, and Executive Committees.

The Proposed Budget incorporates the following items that impact the revenue and cost of energy line items:

- Rate product content changes approved by the Board on April 1, 2021
- The rate setting approach approved by the Board on May 6, 2021
- Updated load forecast which includes a 2% opt out rate assumption
- Economic recovery from the recent downturn and shelter in place requirements
- The implementation of utility bill relief programs by the State of California and the California Public Utilities Commission.

The Proposed Budget also reflects the following budget priorities presented to the Board on May 6, 2021:

1. Contain net operating costs
2. Augment staff resources
3. Invest in customer programs and communications

The Draft FY 2021/22 Budget was reviewed and discussed by the Finance and Executive Committees in April and May 2021 respectively. On May 26, 2021, the Finance Committee recommended the Board approve the Proposed Budget.

The Proposed Budget sets forth changes to the following budget line items:

Revenue – electricity net (+\$87,011,000; 11% increase): Budgeted electricity revenues are based on estimates of customer electricity usage and retail electricity rates. Budgeted revenues include the rate approach approved by the Board on May 6, 2021 and the rates presented to the Board on June 3, 2021 (Item 8 of the agenda). Budgeted revenues include an allowance for doubtful accounts equal to 0.5% of revenues or \$4.3 million. Revenues are higher than FY 20/21 budgeted revenues due to an increase in rates and decrease in allowance for doubtful accounts.

Other revenue (+\$1,302,000; 230% increase): Other revenue includes operating revenue from sources other than retail electricity sales. Other revenue includes funding from the California Public Utilities Commission (CPUC) to support the Community Solar program, revenues offsetting costs to encourage enrollment in utility bill relief programs, and workforce development funding provided through a renewable energy power purchase agreement. Other revenues offset expenses budgeted in the Customer Programs, Staffing, Legal, and Communications budget line items.

Cost of energy (+\$69,064,000; 9% increase): Cost of energy includes expenses associated with the purchase of system energy, renewable energy, resource adequacy, and charges by the California Independent System Operator (CAISO) for load, and

services performed by the CAISO. CAISO charges for load are based on customer energy use and prices at the Default Load Aggregation Point (DLAP). Credits for energy generation scheduled into the CAISO market and revenues arising from Congestion Revenue Rights (CRRs) are netted from the cost of energy. CAISO credits for energy generation are based on wholesale energy deliveries and Locational Margin Prices (LMPs). CRRs are financial instruments created by the CAISO which enable load serving entities, such as CPA, to manage price differences between wholesale energy delivery locations and retail use points. The cost of energy is higher than budgeted in FY 2020/21 due to higher energy and resource adequacy costs and related forward prices, and lower estimates of income from congestion revenue rights offset by lower renewable energy costs arising from product content changes approved by the Board on April 1, 2021.

Staffing (+\$2,102,000; 27% increase): Staffing costs include salaries and benefits payable in accordance with CPA's Board-approved Employee Handbook and salary grades and ranges approved by the Board on March 4, 2021. Increased costs result from the full year effect of staff hired during FY 2020/21, merit increases and the hiring of new staff principally in the areas of energy procurement, data systems, risk management, and support for legal, external affairs, and customer care. The proposed budget also includes allowances for a mid-year cost-of-living increase based on Bureau of Labor Statistics measures.

FY 2021/22 budgeted staffing costs is composed of the following:

Base Cost - Salary and Benefits	7,800,048	79%
COLA (3%) ¹	234,001	2%
Merit Increase (5%) ²	390,002	4%
New Positions	1,468,638	15%
Total	9,892,690	100%

Technical services (-\$1,568,000; 57% decrease): Technical services comprise professional services for scheduling coordination, short and long-term energy contracting, risk and portfolio management related, and planning/support for customer programs where engineering or other technical expertise is required. Scheduling coordinators provide a variety of services including scheduling generating and storage assets and

¹ Placeholder for all-staff COLA implemented in January 2022 based on Bureau of Labor Statistics Annual CPI for LA Metro

² Budgeted amount for performance-based increases awarded at the discretion of ED and upon supervisor recommendation

customer energy use into the CAISO markets, managing CRR purchases and sales, validating CAISO invoices and providing risk management and energy contract management software. The decrease in technical services arises from the insourcing of key procurement activities.

FY 2021/22 budgeted technical services are composed of the following:

Scheduling coordinator services	751,000	63%
Energy planning and risk management	170,000	14%
Procurement planning & support	152,500	13%
Other	110,000	10%
Total	1,183,500	100%

Legal services (-\$612,000; 33% decrease): Legal services support CPA's contracting, including energy contracting for short-term and long-term energy, resource adequacy, and non-energy contracting, including banking, finance, and local programs. Legal services also include support for specific regulatory proceedings (e.g., SCE's ERRRA Applications, SCE General Rate Case, and other compliance obligations), employment matters, governance, and general liability management. The majority of the budget in this section is shown in the following table:

<u>Legal Service</u>	<u>Major Providers</u>
Energy Contracting	Hall Energy Law Clean Energy Counsel Keyes & Fox Davis, Wright, & Tremaine
Regulatory Compliance and CPUC Advocacy	Braun Blaising Smith Wynne Keyes & Fox
Employment Law and Compliance	Polsinelli
General Liability and Governance	Burke Williams & Sorensen Jarvis Fay & Gibson

The proposed budget decrease is due primarily to in-housing of certain legal functions, projected decreases in expenses associated with energy contracting, efficiencies in management and oversight, and reduced contingencies.

Other services (+\$609,000; 61% increase): Other services represent professional services not budgeted under Technical or Legal services and include costs associated with energy compliance auditing, financial audits and audit support, rate setting, lobbying services, non-technical assistance for local programs, and staff support services including recruitment, payroll and benefits administration, IT support, and labor compliance.

The proposed budget increase is due primarily to allocations for one-time projects including a new cost of service analysis, business resiliency, strategic planning and new member agency feasibility studies, a data security audit, and assistance with model electric building code development.

FY 2021/22 budgeted other services expenses are composed of the following:

Accounting & audit services	176,000	11%
Regulatory services	110,068	7%
Rate setting services	200,200	12%
Lobbying services	118,800	7%
HR services	127,600	8%
IT services	359,150	22%
Procurement services (audit)	90,830	6%
Strategic planning services	346,500	22%
Building code development	82,500	5%
Total	1,611,649	100%

Communications and marketing services (+\$980,000; 187% increase):

Communications and related services include costs associated with customer outreach, marketing, branding, website management, translation, advertising, special events and sponsorships. The increase in marketing expenses reflects investments in a new website, enhanced digital communications, customer outreach associated with the CPUC funded Power Share program, and outreach to encourage customer enrollment utility bill relief programs.

FY 2021/22 budgeted communications expenses and offsetting revenue (the latter recorded in the other revenue budget line item) are composed of the following:

Communications and outreach	668,400	80%
Communications consultants	580,500	69%

Sponsorships	47,000	6%
Website	50,800	6%
Communications – Misc. expenses	95,700	11%
Special Events	12,500	1%
CBO Grant	50,000	6%
Total before offsetting revenue	1,504,900	179%
Bill relief revenue	(160,000)	-19%
CPUC Funding (Power share)	(506,000)	-60%
Total with offsetting revenue	838,900	100%

Customer notices and mailing services (-\$68,000; 8% decrease): Notices and mailing services support required communication with CPA customers and include printing, postage costs. Costs are budgeting to decrease due to increased use of email for customer communications beginning in FY 2021/22.

FY 2021/22 budgeted customer notices and mailing services are composed of the following:

Enrollment Notices	133,680	18%
Default rate change and NEM true up	96,129	13%
Joint Rate Comparison mailer	282,775	37%
Power Content Label mailer	246,002	32%
Total	758,585	100%

Joint Rate Comparison notice costs include costs for mailings planned for September 2021 and June 2022.

Billing data management services (-\$1,464,000; 12% decrease): Billing data manager costs are based on the number of customer meters served by CPA and per-meter rates charged by CPA's billing data manager, Calpine. Decrease costs reflect lower per-meter charges included in an amendment with Calpine approved by the Board on April 1, 2021.

Service fees – SCE (-\$299,000; 13% decrease): Service fees are charged by SCE for a variety of customer billing and administrative services. The decrease in service fees results from improved estimates based on actual SCE billing and from a decrease in contingencies.

Customer Programs (+\$512,000; 38% increase): Local programs represent direct costs associated with providing energy programs to CPA customers and other related services. Direct costs include both incentives for participation and payments to third parties for program implementation. The FY 2021/22 customer programs budget supports the CPA Power Response pilot program, provides matching funds for electric vehicle charger incentives administered by the Center for Sustainable Energy/CalEVIP program, \$250,000 for workforce development funded through a long term, renewable energy power purchase agreement, and incentives for member agencies to adopt enhanced building codes.

FY 2021/22 budgeted customer programs expenses are composed of the following:

Program	Expense Type	Total	% of Total
CalEVIP (LA)	Implementation	35,000	2%
CalEVIP (Ventura)	Implementation	33,300	2%
Power Response	Implementation	630,000	34%
Sub total	Implementation	698,300	38%
CalEVIP (Ventura)	Incentives	340,000	18%
Electric Building Code Member Agency Incentives	Incentives	150,000	8%
Power Response	Incentives	433,500	23%
Workforce Development	Incentives	250,000	13%
Sub total	Incentives	1,173,500	62%
Total		1,871,800	100%

General and administration (+\$259,000; 20% increase): General and administration costs include office supplies, phone, internet, travel, dues and subscriptions, professional development, and other related expenses. 20% of general and administration costs are membership dues for the CCA trade organization, the California Community Choice Association (CalCCA), which are remaining the same this coming Fiscal Year. The majority of the draft budget increase in general and administrative charges are to support CPA's increase staff headcount, including an increase in budgeted workers compensation insurance.

Occupancy (+\$32,000; 6% increase): Occupancy costs include the costs of leasing CPA's offices and other associated costs. The increase in occupancy costs arises from assuming occupancy of CPA's new offices.

Finance and interest expense (-\$11,000; 4% decrease): Finance and interest expenses represent fees, borrowing and letter of credit costs associated with CPA's loan facility. Costs include fees associated with a new credit agreement approved by the Board on April 1, 2021 and a contingency for interest and borrowing costs.

Interest income (-\$106,000; 42% decrease): Interest income represents income earned on funds in savings accounts held by River City Bank and other investment accounts. Decrease in interest income arises from a decrease in interest rates.

Capital outlay (-\$777,000; 72% decrease): Expenditures associated with capital outlay will support a new website for CPA and a contingency associated with needs arising occupancy of the new office. FY 2020/21 capital outlay included one-time expenditures for leasehold improvements to CPA's new office.

ATTACHMENTS

- 1) [Proposed FY 2021/22 Budget](#)
- 2) [Proposed FY 2021/22 Budget Presentation](#)

CLEAN POWER ALLIANCE of SOUTHERN CALIFORNIA

Fiscal Year 2021/2022 Budget

	Proposed			
	FY 2020/21	FY 2021/22	Budget	Budget
	Amended	Budget	Difference (\$)	Difference
	Budget	Budget		(%)
Revenue - Electricity net	808,235,431	895,246,680	87,011,249	11%
Transfer from Fiscal Stabilization Fund	9,607,035		-	
Other revenue	566,000	1,868,000	1,302,000	230%
TOTAL REVENUE	818,408,466	897,114,680	78,706,214	10%
TOTAL ENERGY COSTS	765,217,390	834,281,512	69,064,122	9%
NET ENERGY REVENUE	53,191,076	62,833,168	9,642,092	18%
OPERATING EXPENSES				
Staffing	7,791,000	9,893,000	2,102,000	27%
Technical services	2,752,000	1,184,000	(1,568,000)	-57%
Legal services	1,849,000	1,237,000	(612,000)	-33%
Other services	1,003,000	1,612,000	609,000	61%
Communications and marketing services	525,000	1,505,000	980,000	187%
Customer notices and mailing services	865,000	797,000	(68,000)	-8%
Billing data management services	11,881,000	10,417,000	(1,464,000)	-12%
Service fees - SCE	2,315,000	2,016,000	(299,000)	-13%
Customer programs	1,360,000	1,872,000	512,000	38%
General and administration	1,325,000	1,584,000	259,000	20%
Occupancy	516,000	548,000	32,000	6%
TOTAL OPERATING EXPENSES	32,182,000	32,665,000	483,000	2%
OPERATING INCOME	21,009,076	30,168,168	9,159,092	44%
Finance and interest expense	298,000	287,000	(11,000)	-4%
Depreciation	176,000	156,000	(20,000)	-11%
TOTAL NON OPERATING EXPENSES	474,000	443,000	(31,000)	-7%
Interest Income	250,000	144,000	(106,000)	-42%
TOTAL NON OPERATING REVENUE	250,000	144,000	(106,000)	-42%
NON OPERATING REVENUE (EXPENSE)	(224,000)	(299,000)	(75,000)	33%
CHANGE IN NET POSITION	20,785,076	29,869,168	9,084,092	44%
NET POSITION BEGINNING OF PERIOD	46,585,635	67,370,711	20,785,076	45%
NET POSITION END OF PERIOD	67,370,711	97,239,879	29,869,168	44%
FISCAL STABILIZATION FUND	17,392,965	17,392,965	-	0%
RESERVES END OF PERIOD (Net Position + FSF)	84,763,676	114,632,844	29,869,168	35%
<i>Other Uses</i>				
Capital Outlay	1,074,000	297,000	(777,000)	-72%
Depreciation	(176,000)	(156,000)	20,000	-11%
CHANGE IN FUND BALANCE	19,535,076	29,728,168	10,193,092	52%

Note: Funds may not sum precisely due to rounding



Item 9

Proposed FY 21/22 Budget

June 3, 2021

Recommendation:

Approve Proposed FY 2021/22 Budget

FY 2021/22 Budget Process & Schedule

- ✓ January-April 2021 (Staff) – FY 2021/22 Goal Setting, Departmental Budgeting, Rate Design Planning, Energy Cost Projections & Consolidated Budget Planning (ongoing)
- ✓ April 21, 2021 (Executive) – Budget Priorities
- ✓ April 28, 2021 (Finance) – FY 2021/22 Budget Priorities & Draft Operating Expense Budget + FY 2020/21 Budget Amendment
- ✓ May 6, 2021 (Board) – Budget Priorities + FY 2020/21 Budget Amendment
- ✓ May 19, 2021 (Executive) – Draft FY 2021/22 Budget
- ✓ May 26, 2021 (Finance) – Proposed FY2021/22 Budget (Recommended)
- **June 3, 2021 (Board) – Proposed FY 2021/22 Budget**

FY 2021/22 Budget - Key Takeaways

- Rising energy costs are offset by increasing revenue arising from retail rate increases consistent with the rate setting approach approved by the Board on May 6, 2021 and proposed for adoption today. Rising energy costs are not unique to CPA and are impacting load serving entities across the west
- Budgeted net operating expenses are set to decline year over year even as CPA makes key investments in staff, customer programs, communications, and data and systems
- CPA is budgeting a \$29.9 million increase in the net position in FY 2021/22 which would increase Reserves (net position plus Fiscal Stabilization Fund balance) to \$114.6 million by June 30, 2022 consistent with the Board approved Reserve Policy

Net Energy Revenue

		Proposed			
A	B	C	D	E	
	FY 2020/21	FY 2021/22	Budget	Difference (\$)	Budget Difference (%)
	Amended Budget	Budget			
1	Revenue - Electricity net	808,235,431	895,246,680	87,011,249	11%
2	Transfer from Fiscal Stabilization Fund	9,607,035		-	
3	Other revenue	566,000	1,868,000	1,302,000	230%
4	TOTAL REVENUE	818,408,466	897,114,680	78,706,214	10%
5	TOTAL ENERGY COSTS	765,217,390	834,281,512	69,064,122	9%
6	NET ENERGY REVENUE	53,191,076	62,833,168	9,642,092	18%

- Electricity revenues reflect a base case load forecast that includes a 2% opt out rate assumption and the ratemaking approach approved by the Board in May
- Budgeted energy cost increase (9% YoY) reflect higher energy and resource adequacy costs and incorporates costs savings from power content changes approved by Board in April

Net Energy Revenue – Bad Debt

- For Budgeting purposes, the bad debt expense assumption is reduced from 1.25% of revenue in FY 2020/21 to 0.5% of revenue in FY 2021/22
- The reduced bad debt assumption is based on:
 - Overall economic recovery and the resumption of disconnections and late payment fees scheduled to begin on July 1, 2021
 - Implementation of state and CPUC programs, including the Arrearage Management Plan, Rental Relief Program, and recently announced \$2 billion in state funding to provide utility bill relief. These programs are expected to reduce the economic burden on vulnerable customers and reduce the incidence of disconnections and late payment fees charged by SCE thereby improving payment performance for new charges arising from retail sales that occur in FY 2021-22
 - Hiring a collection agent to assist CPA with the collection of accounts no longer being collected by SCE
- Staff plan to present a collections strategy and draft policy to the Executive and Finance Committees in June

Operating expense budget priorities for FY 2021/22

- **Contain Costs**

- Contain budgeted net operating expenses to current levels adjusted for inflation (less than 3% increase)

- **Staffing**

- Build out mid and lower levels of the organization to build for the future, manage new energy resources, ensure critical coverage during staff absences, reduce burnout and turnover, and free up senior management time for critical tasks
- Properly resource the management of energy costs and risk and build IT capacity to develop and leverage the data warehouse and enhance data security

- **Invest in Communications and Customer programs, particularly where there is potential ROI and community benefits**

- Use and leverage external funding
- Invest in programs like Power Response and AMP that help customers and CPA
- Build brand awareness and support customer program acquisition

FY 2021/22 Operating Expense Highlights

	A	B	C	D	E	F
		FY 2020/21 Amended Budget	FY 2021/22 Budget	Budget Difference (\$)	Budget Difference (%)	% of Total Costs
OPERATING EXPENSES						
6	Staffing	7,791,000	9,893,000	2,102,000	27%	1.1%
7	Technical services	2,752,000	1,184,000	(1,568,000)	-57%	0.1%
8	Legal services	1,849,000	1,237,000	(612,000)	-33%	0.1%
9	Other services	1,003,000	1,612,000	609,000	61%	0.2%
10	Communications and marketing services	525,000	1,505,000	980,000	187%	0.2%
11	Customer notices and mailing services	865,000	797,000	(68,000)	-8%	0.1%
12	Billing data management services	11,881,000	10,417,000	(1,464,000)	-12%	1.2%
13	Service fees - SCE	2,315,000	2,016,000	(299,000)	-13%	0.2%
14	Customer programs	1,360,000	1,872,000	512,000	38%	0.2%
16	General and administration	1,325,000	1,584,000	259,000	20%	0.2%
17	Occupancy	516,000	548,000	32,000	6%	0.1%
18	TOTAL OPERATING EXPENSES	32,182,000	32,665,000	483,000	2%	3.4%

- Net operating revenues (operating expenses – operating revenues) are budgeted to decline by 2.6% or \$819,000 as detailed in Appendix 1.
- Operating expenses reflect budget priorities including investments in staffing (row 6, Appendices 2-2.2), communications (row 10, Appendix 3), and customer programs (row 14, Appendix 4).
- \$13.2 million, or 40% of operating expenses (rows 11-13), are fixed by regulatory or contract obligation. Reductions in technical services and legal expenses reflect insourcing and efficiency gains in key functions (rows 7, 8). Lower data management costs reflect new contract with Calpine (row 12).

FY 2021/22 Operating Income and Reserves

	FY 2020/21	FY 2021/22	Budget	Budget
	Amended	Budget	Difference (\$)	Difference
	Budget	Budget		(%)
OPERATING INCOME	21,009,076	30,168,168	9,159,092	44%
NON OPERATING REVENUE (EXPENSE)	(224,000)	(299,000)	(75,000)	33%
CHANGE IN NET POSITION	20,785,076	29,869,168	9,084,092	44%
NET POSITION BEGINNING OF PERIOD	46,585,635	67,370,711	20,785,076	45%
NET POSITION END OF PERIOD	67,370,711	97,239,879	29,869,168	44%
FISCAL STABILIZATION FUND	17,392,965	17,392,965	-	0%
RESERVES END OF PERIOD (Net Position + FSF)	84,763,676	114,632,844	29,869,168	35%

- CPA projects a \$29.87 million increase to the net position in FY 2021/22, increasing the budgeted net position from \$67.4 million as of June 30, 2021, to \$97.2 million as of June 30, 2022
- Reserves are budgeted to increase from \$84.7 million to \$114.6 million over the period.
- The Fiscal Stabilization Fund is budgeted to remain unchanged at \$17.39 million over the period

Reserve Policy Targets

“CPA shall grow reserves to maintain a minimum reserve target equal to 30% of total operating budget expenditures, with a goal of increasing the reserve to a maximum reserve target of 50% of total operating budget expenditures. Reserves shall not exceed 60% of total operating budget expenditures. Reserves shall support the goal of securing 120 days liquidity on hand.” CPA Reserve Policy

		A	B	C	D	E
Table A				FY 2019/20	FY 2020/21 (Budget)	FY 2021/22 (Budget)
A	Reserve target %			30%	30%	30%
B	Reserve target maximum			50%	50%	50%
C=AxM	Reserve target minimum (\$)			216,478,000	239,220,000	260,084,000
D=BxM	Reserve target maximum			360,797,000	398,700,000	433,474,000
E	Net Position			46,586,000	67,371,000	97,240,000
F	Fiscal Stabilization Fund			27,000,000	17,393,000	17,393,000
G=E+F	Reserves			73,586,000	84,764,000	114,633,000
H=E/M	Reserves %			10.2%	10.6%	13.2%
I	Unrestricted cash and investments			56,159,000	68,159,000	98,028,000
J	Unused bank lines of credit			36,000,000	36,853,000	65,000,000
K=I+J	Total Liquidity			92,159,000	105,012,000	163,028,000
L=Kx365/M	Days Liquidity on Hand			47	48	69
M	Annual operating expenses			721,593,000	797,399,000	866,947,000

Recommendation:

Approve Proposed FY 2021/22 Budget

Thank you. Questions?

Appendices

1. **Containing Costs**
2. **Staffing - Overview**
 - 2.1 **Staffing - New Positions**
 - 2.2. **Staffing - Org Chart with Proposed New Positions**
3. **Communications Detail**
4. **Customer Programs Detail**

Appendix 1: Containing Costs

Net Operating Expenses	FY 2020/21	FY 2021/22	Diff	
Operating Expenses	32,182,000	32,665,000	483,000	2%
Other Revenue (AMP and CPUC)	<u>(566,000)</u>	<u>(1,868,000)</u>	<u>(1,302,000)</u>	230%
Net Operating Expenses	31,616,000	30,797,000	(819,000)	-2.6%

- Net Operating Expenses (the difference between operating expenses and offsetting program revenue) are currently budgeted to fall 2.6%. Reductions in year over year capital expenditures (\$777,000) will further reduce year over year expenditures
- Budgeted CPUC funding (\$1.46 million) will offset staffing, legal, and communications costs associated with the Power Share/Community Solar program
- Budgeted utility bill relief revenues (\$160,000) represent income from state programs and the CPUC backed AMP program and will offset an equal amount of communications costs dedicated to promoting the program. Total AMP and State funded program revenues are expected to be much higher
- Revenue for the workforce development program (\$250,000 NextEra) will offset workforce development costs

Appendix 2: Staffing Overview

FY 2021/22 Staffing Cost Detail

Base Cost - Salary and Benefits	7,800,048	79%
COLA (3%)	234,001	2%
Merit Increase (5%)	390,002	4%
New Positions	1,468,638	15%
Total	<u>9,892,690</u>	100%

- Entry and Junior level (P/T 1-3) hiring across the organization to build internal and industry capacity, properly staff key functions, and reduce risks caused by staff turnover/leave
- Dual focus on retention and recruitment in a highly competitive market
- Conservative estimates on timing of staff hiring throughout the year keeps difference between budgeted staffing costs and annualized costs to less than \$400k
- Staffing costs remain at industry-leading 1.1% of total costs
- Salaries for new positions consistent with Board approved salary ranges

(1) Placeholder for all-staff COLA implemented in January 2022 based on Bureau of Labor Statistics Annual CPI for LA Metro

(2) Budgeted amount for performance-based increases awarded at the discretion of ED and upon supervisor recommendation

Appendix 2.1 Staffing – New Positions

- **Data and Systems (three new positions)**

- Each CPA operational group – Procurement, Finance, Programs, External Affairs, Strategic Accounts, Customer Care – relies heavily on customer and market data. Over the past fiscal year, CPA began implementing its Data and Systems Strategic Plan by hiring 2 people who have built the foundation of CPA’s Data Warehouse and triaged key needs of internal functional groups
- Three new Staff in the Data and System Area including a Director, Data and Systems (M3), a Project Manager (P/T2) and Security Engineer (Level TBD post audit)

- **Procurement and Risk Management (five new positions)**

- Build out procurement, energy settlements, and middle office functions to control risk and reduce energy costs. Five new P/T2 positions in these areas including two middle office, two procurement and one settlements

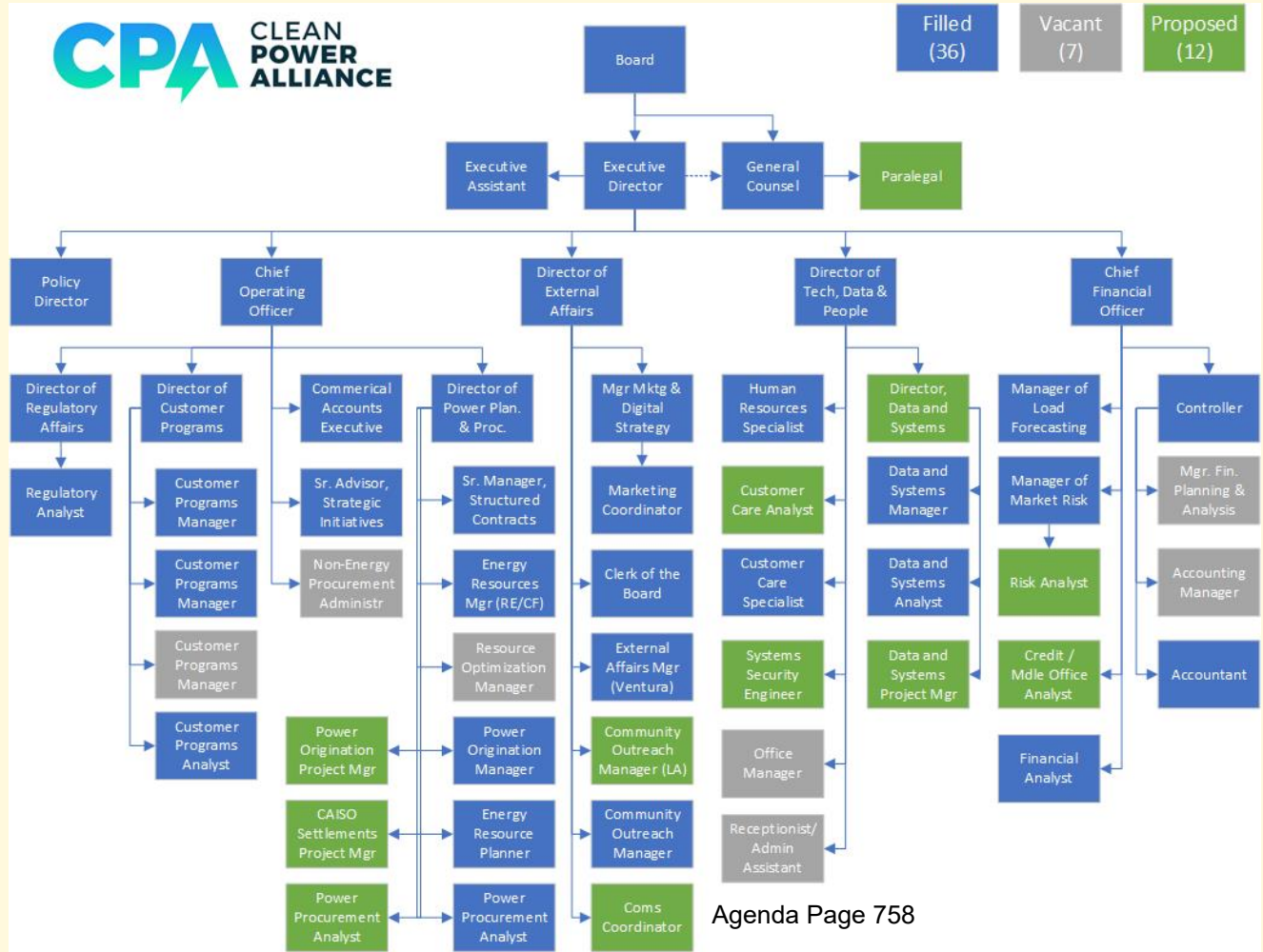
- **Legal, Customer Care and External Affairs (four new positions)**

- Legal: Paralegal (P/T2)– Continue to in-source routine legal review and contract admin support
- External Affairs (P/T1&3)
 - Communications Coordinator – Significant project, budget, consultant management
 - LA County Community Relations – Increase Member Agency Services, Community Engagement, Program Promotion, Customer Acquisition
- Customer Care Analyst (P/T3) – Business Customer focus with cross support for Strategic Accounts and Commercial Customer Programs

Appendix 2.2 Staffing – Org Chart with Proposed New Positions



Filled (36)
Vacant (7)
Proposed (12)



Appendix 3: Communications - Detail

	FY 2020/21	FY 2021/22	Diff (\$)
Communications and outreach	40,000	668,400	628,400
Communications consultants	125,000	580,500	455,500
Sponsorships	85,000	47,000	(38,000)
Website	480	50,800	50,320
Communications - misc expense:	29,200	95,700	66,500
Special Events	45,600	12,500	(33,100)
CBO Grant	152,000	50,000	(102,000)
Total before offsetting revenue	477,280	1,353,250	875,970
AMP Revenue		(160,000)	
CPUC Funding (Community Solar)		(506,000)	
Total with offsetting revenue	477,280	687,250	209,970

Communications Expenses will support the following activities:

- Brand Awareness and loyalty
 - Website and design standards update
 - Event and organizational sponsorships
 - Increased use of email for customer communications
- AMP and customer assistance programs with high ROI potential
- Program Marketing Support
 - Power Share (reimbursable) and Power Response
 - Power Ready Events
 - TOU Transition

Appendix 4: Customer Programs Detail

FY 2020/21 Budget	FY 2021/22 Budget	Budget Difference (\$)	Budget Difference (%)	% of Total Cost
1,360,000	1,872,000	512,000	38%	0.2%

- Customer programs expenses includes customer incentives and third-party program implementation costs only.
- Additional costs to support customer programs are included in staffing, legal, communications, technical services budget line items
- Total spending on customer programs, inclusive of other line items, is as follows:

	FY 2021/22 Total Program Budget	% of Total
Reimbursable		
Power Share/Community Solar (CPUC)	668,257	21%
Electrification Workforce Development (NextEra)	250,000	8%
Leverage State Resources		
Electric Vehicle Charger Incentives (contract to Board in May)	408,300	13%
Strategic with long-term ROI or community benefits potential		
Power Response/Demand Response	1,313,500	41%
Power Ready/Backup Power (RFO and second phase support)	235,000	7%
Building Electrification Code Incentives (Program Development)	150,000	5%
Low Carbon Fuel Standard credits for fleets & EV charger operators (Program Development)	150,000	5%
Total	3,175,057	100%

Staff Report – Agenda Item 10

To: Clean Power Alliance (CPA) Board of Directors
From: Sherita Coffelt, Director of External Affairs
Approved by: Ted Bardacke, Executive Director
Subject: Quarterly Communications Report
Date: June 3, 2021

The Director of External Affairs will provide a communications report.

ATTACHMENT

- 1) [Quarterly Communications Presentation](#)



Item 10

Quarterly External Affairs Update

June 3, 2021

Agenda

- Measuring EA Effectiveness
- Sample Dashboard
- Perceptions about CPA
- EA activities and campaigns
 - Earth Month
 - AMP
 - Power Share
 - Media outreach
- Brand audit
- Brand refresh preview
- FY 2021-2022 Q1 preview
- Community Advisory Committee Members
- Member Agency Data and Dashboard Reports

Key Metrics for Measuring Effectiveness of External Affairs



Measuring Our Performance - Dashboard

Metrics	Q1 (Jan – March)	Q2 (through May)	Q3	Q4	2020
Power Share (enrollments)	83/6300 goal	119 /6300 goal	XX	XX	XX
Arrearage Management Program (AMP)	400 enrollments \$150,000 in billing	900 enrollments \$515,000 in billing			
Website Traffic	53,944 visits	32,707 visits	XX	XX	XX
Social Media Engagement Rate	4.2%	8.6%	XX	XX	XX
Newsletter open rate	33%	30.85%	XX	XX	XX
PR Impressions Ad Value	500,000,000 imp \$3.2 million ad value				

Key Survey Findings

Cost

35% concerned about cost

- Eight out of ten respondents say saving \$250 is a compelling message (more compelling than a percentage.)

Comparatively

- 47% of Americans are willing to pay more monthly to get their electricity from 100% renewable energy sources*
- Roughly half of Americans think electricity from solar (48%) and wind (45%) will get cheaper over the next decade* (Yale Climate Opinion)

Low Awareness & Confusion

Only 23% Spanish speaking and 30% Mandarin speaking respondents are familiar with CPA

- Eight out of ten Spanish (83%) and Mandarin (86%) respondents are familiar with SCE

100% Clean Energy is "Very Compelling"

89% Spanish speaking

78% Mandarin speaking

49% English speaking

The majority of respondents were neutral to both SCE and CPA.

Community Benefits

90%+ prefer using clean energy and would like more communities to move towards clean energy.

- 9 out of 10 of ALL respondents support every CPA program

What Consumers Think

800 Facebook and database members from communities served were recently asked to give feedback on:

- their familiarity and perception of CPA
- their support of clean energy as a whole
- key motivators

Communication Channels

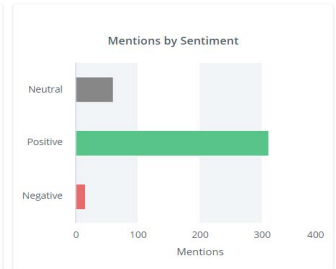
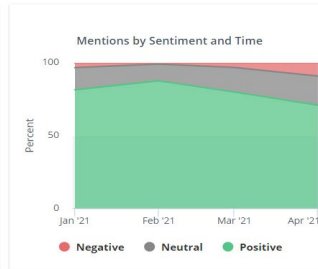
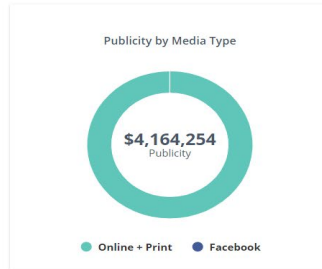
- Majority mentioned several digital news sources (online, social media, email)
- 30% mentioned email
- 18% said they got their news online
- 6% mentioned social media

Media Relations – Mostly positive stories



Media from 1-1-21 to 4-30-21

Mention Analytics



🌐 Total Online + Print Audience
637,151,874

Total Online + Print Publicity
USD \$4,164,254

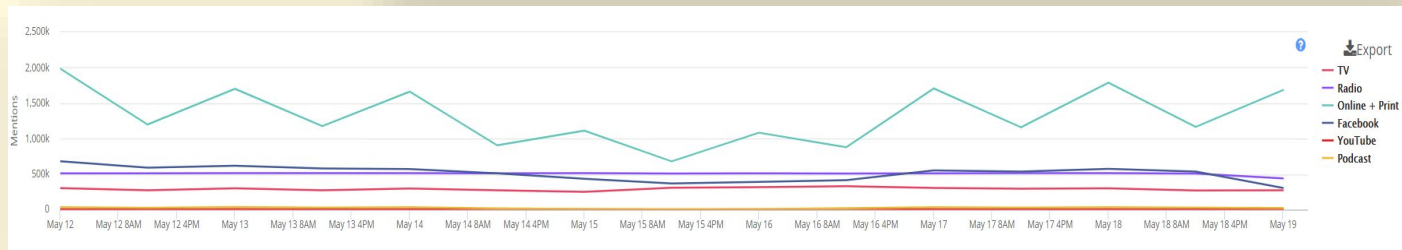
👥 Total Social Followers
494,116

Total Number of Clips 423

🔗 Collapse All Clips

Sample stories:

- First geothermal facility
- National Geographic
- Chair Mahmud Earth Day op-ed
- Ted Bardacke SB 612 op-ed
- Power Response CAISO
- Rates outreach in Malibu and Calabasas
- Calabasas default change



Community Advisory Committee

At full capacity

- Staff in conjunction with member agencies and community organizations have recruited potential CAC members through social media postings, flyers, and distributing information through partner list servs.
- In the last few months five new members have been appointed to the CAC representing three sub-regions.
- Each CAC member was appointed by the Board based on their passion for community engagement and relevant experience.
- Upon appointment each new CAC member is provided in-depth onboarding, which includes review of historical context about CCA's, the mission of CPA, CPA rate options, CAC work plan, and how the CAC operates as a Brown Act committee.



*Vern Novstrup
(West/Unincorporated
Ventura County)*



*Jennifer Burke (East
Ventura/West L.A.
County)*



*Jaime Lopez (Gateway
Cities)*



*Genaro Bugarin (Gateway
Cities)*



*Debby West
(East Ventura/West
L.A. County)*

Member Agency Data and Dashboard Reports

Continued evolution in both format and content

MEMBER STATUS REPORT

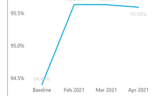
Whittier
As Of: April 26, 2021



Whittier Snapshot - April 2021
Default Service: Clean Power

MEMBER AGENCY DATA REPORT ATTACHED

Overall Participation



Residential Participation Rate



Commercial Participation Rate



Whittier SNAPSHOT

In Whittier, 99.0% of customers (30,222 of active customers) have Clean Power!

Thank you, Whittier for being a CPA customer. You are helping lead the way toward our green energy future and supporting your community through customer programs and job creation!

CPA secured over 700 MW of new renewable energy projects in 2020, enough energy to power 338,000 homes, and equal to 455,000 metric tons of GHG avoided.

This establishes CPA as one of the largest purchasers of new renewable energy capacity in California.



Active Customers by Account Type in Jurisdiction

Account Type	Lean	Learn	100% Green	Total
Commercial Accounts	29	3,594	0	3,623
Residential Accounts	548	36,508	39	22,215
Total	577	39,222	39	39,838

Active Customers by Default Option all CPA

Default Option	Active	Participation %
100% Green	30,372	93.37%
Clean	52,703	96.2%
Learn	17,294	90.7%
Total	1,008,669	95.33%

Customers on Financial Assistance Programs

Program	Active Accounts as of 11/30/2020	Active Accounts as of 1/30/2021	Active Accounts as of 3/30/2021	Active Accounts as of 5/30/2021	Active Accounts as of 8/30/2021	Active Accounts as of 10/30/2021
CARE	1,817	6,020	6,061	6,060	6,064	6,107
FERA	193	193	193	197	197	200
Medical Baseline	604	613	608	613	615	619
Total	8,714	8,828	8,862	8,870	8,876	8,926

Customers on Payment Plans

Jurisdiction	Non-Residential Accounts	Residential Accounts
Whittier	20	276
Total	20	276

COVID-19 credits have been discontinued.

CPA Customer COVID-19 Relief Bill Credits Issued
Credits (S): Customers (P)
\$178,879: 3,081

Participation Rate

The Whittier residential participation rate is now at 95%.

Participation from commercial customers is 98%.

You are making great strides toward a green energy future.

Whittier's overall participation rate is now **96%**



Residential Participation Rate



Commercial Participation Rate



CARE

California Alternate Rates for Energy (CARE) Program reduces electric bills for eligible customers by about 30%. Customers can qualify for CARE based on participation in public assistance programs, or on household income. During COVID-19, eligibility for CARE/FERA has been expanded. More information here: www.sce.com/residential/assistance/care

FERA

Family Electric Rate Assistance (FERA) Program reduces electric bills for qualified households by about 18%. Customers can qualify for FERA based on participation in public assistance programs, or on household income. During COVID-19, eligibility for CARE/FERA has been expanded. More information here: www.sce.com/residential/assistance/care

Medical Baseline

If someone in a household needs powered medical equipment, the Medical Baseline Program provides additional energy to the customer's normal baseline allocation. During COVID-19, the Medical Baseline allocation has been streamlined. More information here: www.sce.com/residential/assistance/medical-baseline

Payment Plans

SCE offers customers the option to go on a special payment plan if they are having trouble paying their bills. During COVID-19, eligibility for these payment arrangements has been expanded. More information here: www.sce.com/customer-service/billing-payment/financial-assistance

CPA COVID-19 Relief Credits

CPA provided \$2 million in electric bill assistance to more than 77,000 residential and small business customers during the COVID-19 pandemic. Residential customers who signed up for CARE/FERA/Medical Baseline received \$25 bill credits, residential customers already on those programs who signed up for SCE payment plans received \$25 bill credits, and small business customers who signed up for SCE payment plans received \$20 bill credits. More information here: www.cleanpoweralliance.org/relief

CPA Contact Information

For questions on your municipal account information, please contact Jennifer Giles at jgiles@cleanpoweralliance.org
For general customer service inquiries, please call 888-585-3788 or email customerservice@cleanpoweralliance.org

Customers

838 active eligible

Whittier has **27,215** residential customers, and

3,623 commercial customers actively participating in CPA.



Active Customers

For Los Angeles County, there are a total of 745,296 active customers.

There are **654,923** active residential customers, and **90,373** commercial customers.

The total active customers for Los Angeles County for the month of April is **745,296**



Active Customers by Option

CPA now has 1,008,669 customers with an average participation rate now at **95%**.

Member agencies with a default option of Clean Power see an average participation rate of **96%**

52.3% of CPA's active customers have Clean Power as their default option.



Earth Month

#restoreourEarth

CPA
Clean Power Alliance
1,282 followers
1mo • 🌐

On Wednesdays, we are showcasing what our community partners are doing to celebrate **#EarthDayEveryday**. If you live in Ventura County, Surfrider Foundation is cleaning up their beach on Saturday, April 24. Put it on your calendar today! More information at: <https://bit.ly/2Rfd1ds>.



Op-Ed | Help Restore Our Earth with Your Electricity Choice this Earth Day

Since becoming a locally created Joint Powers Authority in 2017, CPA has grown to represent 32 member agencies, including 30 cities across Los Angeles

By **Op-Ed | The South Pasadena News** - April 15, 2021



CPA
Clean Power Alliance
1,282 followers
1mo • 🌐

Thanks **National Geographic** for including CPA in your article about Americans wanting more renewable energy and how CCA's are taking action toward a greener future. "There is huge unmet demand for renewable energy. E...see more



Americans want more renewable energy. Can 'community choice' help them get it?

nationalgeographic.com • 8 min read

#EarthDay

You could win a solar-powered phone charger!

We'll announce a winner every Wednesday in April.

CPA

AMP/Bill Assistance

14,000 eligible owing more than \$7 million

1441 signed up owing more than \$700,000

Total Clicks:

5,144

Click Rate:

10%

Cost per

Click: \$0.05

CPA CLEAN POWER ALLIANCE
Locally powered energy innovation

Residential Customers | Commercial Customers | Customer Support | About Us | Get Involved | Languages

Electric Bill Assistance

Clean Power Alliance is here to support our customers. We believe your electricity should be clean, affordable, and equitable. As part of our commitment to support our communities, we participate in many programs that provide our customers with resources to access clean, affordable energy.

Take advantage of the financial assistance resources available to you!

Resources

With Clean Power Alliance's Power Share Program, qualified residential

customers can receive up to 20% on their monthly utility bills, while also supporting clean energy and environmental protection. See our website for more information and enroll today!

The Arrearage Management Plan (AMP) Program is a debt-forgiveness program for customers with at least \$500 in past due electricity bills with some portion of the debt at least 90 days past due. Click below to learn more and find out if you qualify.

[Learn More](#)

The California Alternate Rates for Energy (CARE) Program reduces energy bills for eligible customers by about 30%. You can qualify for CARE based on participation in public assistance programs, or on household income.

[Learn More](#)

Rate
Program reduces monthly utility bills for FERA-eligible customers in public assistance programs or on household

income. If someone in your household needs powered medical equipment, that shouldn't mean you have to pay more for your energy. The **Medical Baseline** Program provides additional energy to your normal baseline allocation, saving you money.

[Learn More](#)

Earn a discount of up to \$180 on your electricity bill with the **Summer Discount Plan** by allowing SCE to shut down your air conditioning during emergencies or periods of high electricity demand.

[Learn More](#)

CPA CLEAN POWER ALLIANCE

You have better things to do than worry about your electricity bill.

Click here to learn more

has been a very challenging year. Many customers and businesses are struggling to recover from the financial impacts of COVID-19. Clean Power Alliance, your electricity provider, is here for you.

Visit cleanpoweralliance.org/cpabillhelp to learn more about programs to support our customers such as:

Power Share: Get a 20% discount AND 100% renewable energy!
AMP: Have up to \$8,000 of debt forgiven after making 12 payments on-time.

Receive more information about California Alternate Rates for Energy (CARE) or Family Electric Rates Assistance (FERA).

Believe your electricity should be clean, reliable, and equitably available to all, and we are committing to making that possible. In fact, since May 2020, we have not increased rates for our CARE/FERA and medical baseline programs, and we expect to keep those rates fixed at their current levels at another year.

Follow us on social media to receive more information about these programs and learn tips that can help you save money, while helping to protect the environment and your community.

[Learn About Your Options](#)

Clean Power Alliance @CleanPowerInfo · May 10

Clean Power Alliance is here to support our customers. We believe your electricity should be #clean, #affordable, and #equitable. Part of our commitment to support our communities, we participate in many programs that provide our customers with resources for affordable energy.

We're here for our customers. Help with your electric bill could be just a click away.



CPA

Electric Bill Assistance

cleanpoweralliance.org

Webpage Views: 1,283
Avg Time: 1:39

27.5% opened
788 clicked to website
Resulted in Power Share enrollments

Power Share

94,000 eligible, 6000+ availability

113 signed up



[Residential Customers](#) | [Commercial Customers](#) | [Customer](#)

- Power Share moved from 8th most visited to most visited after the homepage
- 3 languages
- Facebook, Twitter, Instagram, Google Search
- **Total Clicks: 36,822**

Get renewable energy and cut your bill up to \$250+* per year with CPA's Power Share.

You can **double the savings** if you participate in the [California Alternate Rates for Energy \(CARE\)](#) or [Family Electric Rates Assistance \(FERA\) programs](#)**



See if you qualify to save.

[Need help locating your customer number?](#)

Customer Number From Your Bill

Note: this is NOT your Service Account Number.

000000000000

Last Name *

Enter Last Name

Service Location ZIP Code *

00000

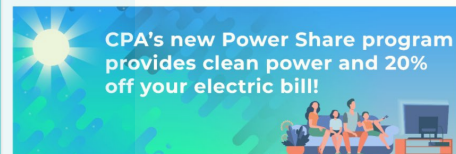
[Let's Find Out](#)

* Indicates required field

To learn more about Power Share, please scroll down.

Averigüe ahora si cumple con los requisitos para Power Share

查看您是否可以加入 Power Share



Power Sharing is Caring

You can help to save the environment by using clean energy! Qualified customers can save 20% on your bill with our new Power Share program.

With Power Share, disadvantaged communities get all the benefits of clean power:

- Financial – save 20% on your electric bill (an average customer can receive \$172 a year off your bill)
- Environmental – by using solar-generated clean power, when you turn on the lights you can reduce harmful emissions leading to cleaner air
- Health – cleaner air means better health for you, your family, friends, and neighbors

The 20% Power Share discount will be applied to customers' already discounted [California Alternate Rates for Energy \(CARE\)](#) or [Family Electric Rates Assistance \(FERA\)](#) programs, if you participate in CARE or FERA.** This can lead to an overall bill discount of approximately 35-45%.

To learn more about Power Share and to sign-up for the program, visit: cleanpoweralliance.org/powershare

[Averigüe ahora si cumple con los requisitos para Power Share](#)

[查看您是否可以加入 Power Share](#)

Brand Audit

Visual Design | Audit Takeaways

Logo

Logo evokes power and strength with an approachability. Custom letterform 'A' bolt creates allegiance to the company's offering while being an ownable aspect of the logo word mark.

Typography

Although the fonts look friendly, they take away from the importance and impact of CPA's mission. Type hierarchy is confusing and unrefined.

Color

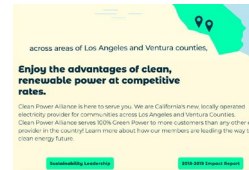
The current color palette is soft, feels overtly beige and although secondary palette is friendly, colors as a whole convey an overly playful tone, which may take away from impact of the brand.

Images

The page needs actual images of people, infrastructure, and lifestyle to communicate CPA's services more clearly.

Layout

The website feels cluttered, type heavy and lacking a clear hierarchy. Defining sections and allowing more breathing room can improve readability and navigation.



Brand Evolution

Powering Community

Mission-driven, this direction strives to communicate the commitment to better energy for all.

With a mix of bright colors inspired by nature; sun, sky, land, and photography that shows how power makes our lives brighter, this evolution is empowering, innovative and approachable.



Here to help, when you need it

Learn If You Qualify For Savings

[Learn More](#)



- Adds local photography to the line draws to keep the approachability
- Line drawings will be simple and provide an opportunity for animation

The future of clean energy is local

Discover 100% Green Energy

[Learn More](#)

- Exchanging the beige with dark green, evokes reliability and the environment
- Changing the typeface/font to be a little more serious, but still friendly

The choice is yours

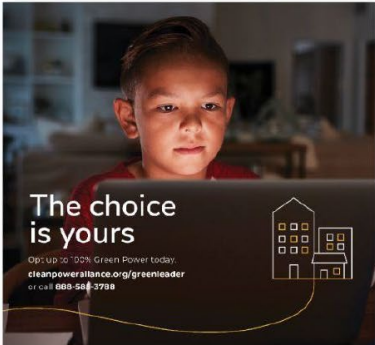
Opt up to 100% Green Power today
cleanpoweralliance.org/greeneader
 or call 888-585-3788



2011 ENERGY STAR ENERGY CONSUMPTION LABEL

Energy Performance Index (EPA-estimated) 100% Renewable Energy (EPA-estimated)

ENERGY EFFICIENCY	100% Renewable	95%	90%	85%	80%	75%	70%	65%	60%	55%	50%	45%	40%	35%	30%	25%	20%	15%	10%	5%	0%
Energy Performance Index (EPA-estimated)	100	95	90	85	80	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0
Renewable Energy (EPA-estimated)	100	95	90	85	80	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0
Energy Star Score (EPA-estimated)	100	95	90	85	80	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0



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ENERGY EFFICIENCY	100% Renewable	95%	90%	85%	80%	75%	70%	65%	60%	55%	50%	45%	40%	35%	30%	25%	20%	15%	10%	5%	0%
Energy Performance Index (EPA-estimated)	100	95	90	85	80	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0
Renewable Energy (EPA-estimated)	100	95	90	85	80	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0
Energy Star Score (EPA-estimated)	100	95	90	85	80	75	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0

Side 1

Get recognition for going 100% Green!

CPA LEADER ALLIANCE
 PO Box 13696 Los Angeles, CA 90013
 100% Renewable Energy
 100% Green Power

Opt up and join CPA's Green Leader Program

Are you a 100% Green Power business or organization?

If so, you have taken a major step to support your company's non-renewable goals, and we want to help you get credit for it!

Choosing 100% Green Power enables your business to meet GHG reduction goals, LEED requirements, and demonstrate your building.

You are directly contributing to local renewable energy development and building a thriving green economy.

Participation is easy!

Opt up to 100% Green Power and register to be a Green Leader by visiting:

cleanpoweralliance.org/greeneader
 or call 888-585-3788

Facebook Twitter LinkedIn



Get recognition for going 100% Green!

CPA LEADER ALLIANCE
 PO Box 13696 Los Angeles, CA 90013
 100% Renewable Energy
 100% Green Power

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 or call 888-585-3788

Facebook Twitter LinkedIn



Side 2

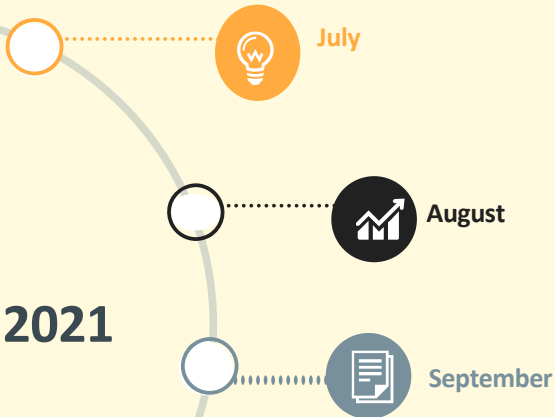
Opt A

Opt B

FY 2021-2022 Q1 Preview

In addition to day-to-day work such as social media, newsletters, media inquiries, public meeting support, speech and presentation support, the EA team will be concentrated on many key initiatives.

2021



July



New rates go into effect
Programs – Power Share, AMP, Power Response, New: CALeVIP

August



Roll-out brand refresh and first phase of web redesign
New facilities online
Programs – Power Share, AMP, Power Response, New:
Residential TOU

September



Phase two of website redesign
CAC Retreat
Program – Power Share, AMP, CALeVIP, Power
Response, Residential TOU New: Power Ready

Management Report

To: Clean Power Alliance (CPA) Board of Directors
From: Ted Bardacke, Executive Director
Subject: Management Report
Date: June 3, 2021

PCIA/SB 612 Update

CPA's top legislative priority this year is SB 612 (Portantino), which would provide CCA customers access to the benefits of the legacy resources that they pay for through the Power Charge Indifference Adjustment (PCIA). Passage of the bill would bring more balance to the PCIA framework and could reduce CPA's procurement costs for renewable energy, Resource Adequacy, and greenhouse gas free energy over the medium and long-term.

The bill has passed out of both the Senate Energy and Utilities Committee and the Senate Appropriations Committee and will be heard on the Senate floor on April 28 and is expected to be heard on the Senate floor in the coming days.

Relatedly, on May 20, 2021, the California Public Utilities Commission adopted a Revised Proposed Decision on PCIA Adjustment Cap and Portfolio Optimization. The decision adopts some of the recommendations made by the PCIA Working Group (WG) 3 co-chairs (including CalCCA) regarding legacy renewable energy resources, rejected any allocation of Resource Adequacy (RA) Resources to CCA customers who pay the PCIA and keeps in place an interim allocation of Greenhouse Gas (GHG) Free resources in SCE territory through 2023, with a long-term solution deferred until a later date. The result of the decision is that CCA customers will continue to pay for the above-market costs of all PCIA-eligible resources but will not have access to the RA and GHG-free benefits they are paying for unless a legislative solution is successful.

Electric Vehicle Charger Incentive Availability

As CPA prepares to launch its Electric Vehicle Charger Incentive Program in fall of 2021 (Ventura County) and in the first quarter of 2022 (Los Angeles County), two other EV charger incentive programs are available for those member agencies that may wish to install EV chargers on their properties. The [Light Duty Electric Vehicle Infrastructure Program](#), a statewide program funding electric vehicle infrastructure using monies from the Volkswagen Environmental Mitigation Trust is now available to purchase and install new charging stations for EVs. With a few limited exceptions, only vendors, installers, and operators of charging equipment are available to apply for these funds; however these applicants are looking for sites and site hosts may indicate their interest by [signing up here](#). SCE's [Charge Ready](#) program is also looking for municipal and other publicly available sites, particularly where there is an opportunity to install a large number of chargers. CPA generation customers are eligible for Charge Ready incentives.

Customer Participation Rate

As of May 24, 2021, CPA's overall participation rate is 95.5% with a total of 1,006,951 active customers, slightly down from the previous month. Customer participation has remained stable through the first three full billing cycles of SCE's new delivery rates and the increase to the PCIA.

Customer Service Center Performance

Incoming calls to CPA's Customer Service Center in May continue to be lower than expected with 1,197 calls as of May 25, compared to an average of 3,500 calls per month in Q1 2021. In May 99.9% of calls were answered within 60 seconds, and average wait time was 7 seconds.

Program Marketing & Community Outreach

Participation in CPA's Power Share program has grown to 119 customers and increase in website visits have increased significantly. An optimized version of the Power Share landing page was launched and has become the second most visited page on our website and CPA is working to make it as easy as possible to convert the thousands of visits into sign-ups. In our outreach, staff is prioritizing the most vulnerable communities across

the CPA service area and has provided electronic materials to board members, member agency staff, CAC members as well as Community Based Organizations to help promote the program. In May, staff will be sending postcards to customers without email addresses on record and refreshing the design of marketing materials which we expect to lead to an increase in sign-ups.

CPA will be continuing to promote other bill assistance measures including the Arrearage Management Program (AMP) and CARE/FERA. These programs will continue to be a critical lifeline as we approach the end of the statewide suspensions on disconnections on June 30, 2021. Our last report from SCE identified that almost 1,400 customers owing more than \$700,000 had already signed up for AMP, representing approximately 10% of our more than 14,000 AMP-eligible CPA customers who have a combined \$7 million in delinquencies.

This month, the External Affairs team highlighted Asian American and Pacific Islander Heritage Month on social media and in the monthly newsletter. Additionally, the team sent out news releases this month on the agency's first geothermal contract, the Power Response program's initial DR bid into the CAISO market, as well as the equity policy award our agency received from the United States Green Building Council. Each news release resulted in a handful of coverage in industry press, with staff placing a feature story about the first geothermal contract with KCLU, the NPR channel in Ventura County.

Contracts Executed in May Under Executive Director Authority

A list of non-energy contracts executed under the Executive Director's signing authority is attached (Attachment 6). The list includes all open contracts as well as all contracts, open or completed, executed in the past 12 months.

ATTACHMENTS

- 1) [Overall Participation Rates by Jurisdiction](#)
- 2) [Non-Energy Contracts Executed under Executive Director Authority](#)



Clean Power Alliance – Overall Customer Status Report As of May 24, 2021

Participation by City and County

Jurisdiction	Default Option	Participation Rate	Active Accounts	Lean %	Clean %	100% Green %
Agoura Hills	Lean	95.13%	8,344	99.66%	0.14%	0.21%
Alhambra	Clean	97.86%	34,338	1.19%	98.74%	0.07%
Arcadia	Lean	97.94%	22,705	99.78%	0.15%	0.07%
Beverly Hills	Clean	99.18%	18,906	1.32%	98.57%	0.11%
Calabasas	Lean	97.85%	10,009	99.67%	0.22%	0.12%
Camarillo	Lean	94.92%	28,634	98.78%	0.27%	0.95%
Carson	Clean	97.05%	29,492	1.07%	98.90%	0.04%
Claremont	Clean	94.64%	12,778	1.80%	97.84%	0.36%
Culver City	100% Green	97.31%	19,449	3.33%	1.06%	95.62%
Downey	Clean	97.35%	37,218	1.28%	98.69%	0.04%
Hawaiian Gardens	Clean	97.86%	3,712	1.06%	98.93%	0.02%
Hawthorne	Lean	99.07%	28,732	99.89%	0.06%	0.06%
Los Angeles County	Clean	95.44%	297,451	1.44%	98.46%	0.11%
Malibu	100% Green	97.11%	6,990	2.21%	0.39%	97.42%
Manhattan Beach	Clean	98.25%	15,622	1.88%	95.01%	3.11%
Moorpark	Clean	89.25%	11,547	2.17%	97.00%	0.83%
Ojai	100% Green	93.27%	3,535	5.91%	1.60%	92.50%
Oxnard	100% Green	95.18%	55,307	7.37%	0.41%	92.22%
Paramount	Lean	98.58%	15,783	99.89%	0.05%	0.06%
Redondo Beach	Clean	98.62%	33,657	1.65%	98.15%	0.21%
Rolling Hills Estates	100% Green	94.53%	3,367	4.66%	48.15%	47.19%
Santa Monica	100% Green	97.32%	54,104	3.97%	0.82%	95.22%
Sierra Madre	100% Green	95.54%	5,071	4.47%	3.67%	91.87%
Simi Valley	Lean	92.67%	43,315	99.70%	0.10%	0.21%
South Pasadena	100% Green	97.79%	11,835	2.56%	45.99%	51.45%
Temple City	Lean	97.66%	12,715	99.89%	0.03%	0.08%
Thousand Oaks	100% Green	87.93%	44,597	7.21%	1.14%	91.66%
Ventura	100% Green	93.26%	43,980	5.54%	1.56%	92.91%
Ventura County	100% Green	86.08%	32,417	6.76%	1.58%	91.68%
West Hollywood	100% Green	99.22%	26,718	2.30%	0.39%	97.31%
Westlake Village	Lean	86.89%	3,725	99.73%	0.08%	0.20%
Whittier	Clean	95.69%	30,898	1.39%	98.55%	0.07%
Total		95.51%	1,006,951	30.30%	37.08%	32.62%

Overall Participation by Default Option

Default Option	Participation Rate	Default Option	Active Accounts	% of Active
100% Green	94.55%	100% Green	307,370	30.52%
Clean	96.47%	Clean	525,619	52.20%
Lean	95.63%	Lean	173,962	17.28%
Total	95.51%	Total	1,006,951	100.00%

Clean Power Alliance					
Non-energy contracts executed under Executive Director authority					
Rolling 12 months -- Open contracts shown in Bold					
Vendor	Purpose	Month	NTE Amount	Status	Notes
Polsinelli, LLP	Legal Service Agreement (Employment, Compliance, General Legal Support related to Commercial Liability, Risk, and Mitigation issues)	April 2021	\$75,000	Active	Amendment #2 to original Agreement executed in March 2019
AccuWeather Enterprise Solutions	Professional Forecasting Weather Services	April 2021	\$9,600	Active	Addendum to April 2020 Agreement. Extended through March 2023 at \$400/mo
Shute, Mihaly & Weinberger, LLP	Legal Service Agreement (Regulatory, Administrative, Environmental, Energy Procurement, Public Contracting, Public Entity Governance Laws, Issues and/or Proceedings)	April 2021	\$65,000	Active	
NewGen Strategies and Solutions, LLC	Regulatory Support for 2021 ERRRA forecast proceedings	April 2021	\$102,560	Active	Amendment #1 to May 2020 Agreement to increase NTE from \$71,240 to \$102,560
SCS Engineers	Professional Services for CARB AB32 GHG Verification	April 2021	\$17,000	Active	
Chapman & Cutler, LLP	2021 Legal Services (CPA's Credit Agreement)	March 2021	\$20,000	Active	
Wimer Associates	Facilitation of Staff Training Sessions	February 2021	\$13,600	Active	
Critical Mention, Inc.	Media Monitoring Service	February 2021	\$6,000	Active	
Celtis Ventures, Inc.	Marketing Support for Power Share program	January 2021	\$65,000	Active	Original NTE \$50,000 Amendment #1 - NTE increased to \$55,000 in April 2021 Amendment #2 - NTE increased to \$65,000 in May 2021 - Extends through 1/15/2022
Clever Creative Inc.	CPA Brand Audit and Design Refresh	January 2021	\$55,000	Active	Original NTE \$50,000 Amendment #1 - NTE increased to \$55,000 in May 2021 - Extends through 6/30/21
(W)right On Communications, Inc.	On-call External Affairs support services	January 2021	\$50,000	Active	Original NTE \$50,000 Amendment #1 - NTE increased to \$58,000 in May 2021 - Extends through 6/15/21
OpenPath	New Office Keycard Access Control System	January 2021	\$1,500	Active	
Wrike, Inc	Project Management Software	January 2021	\$2,100	Active	
Prime Government Solutions, Inc.	Board and committee meeting agenda management software	December 2020	\$16,000	Active	\$6,000 Contract Option Exercised for Video Module Exercised in May 2021
MRW & Associates, LLC	Ratemaking support	December 2020	\$90,000	Active	

Clean Power Alliance					
Non-energy contracts executed under Executive Director authority					
Rolling 12 months -- Open contracts shown in Bold					
Vendor	Purpose	Month	NTE Amount	Status	Notes
Informal Development	Website repair, development, & as-needed maintenance	November 2020	\$12,000	Active	
Sigma Computing, Inc.	Business intelligence & analytics software tool	October 2020	\$10,000	Active	
ProComply, Inc.	Energy regulation compliance training	October 2020	\$5,000	Active	
Langan Engineering and Environmental Services	GIS support services for CPA's community solar programs and RFO procurement process	October 2020	\$120,000	Active	
Mercer (US) Inc.	Total remuneration benchmarking study with job architecture and salary structure design	October 2020	\$105,500	Active	Joint project with three other CCAs
Gold Coast Transit District	On-bus advertising in Ventura County	October 2020	\$2,970	Completed	
Cameron-Cole, LLC	Independent audit of Greenhouse Gas Emissions	September 2020	\$7,080	Completed	
Crown Castle Fiber LLC	New Office Dedicated Internet Access Service	September 2020	\$ 18,600	Active	
NextLevel Internet, Inc.	New Office High Speed Internet Service	September 2020	\$ 6,936	Active	
Windstream Services, LLC	New Office Telephone Service	September 2020	\$ 14,095	Active	
Zero Outages	New Office Security, Firewall, & Wi-Fi Service	September 2020	\$ 7,608	Active	
Westfall Commercial Interiors	Furniture for New Office	September 2020	\$ 296,558	Completed	Signed under expanded authority of up to \$500,000 for office relocation design, equipment and construction expenses granted by the Board of Directors on March 25, 2020
Abbot, Stringham and Lynch	2019 CEC Power Source Disclosure Audit	September 2020	\$ 13,000	Completed	
Elite Edge Consulting	Accounting system support and implementation	September 2020	\$ 112,000	Active	
Gold Coast Transit District	On-Bus Advertising in Oxnard & Ventura	August 2020	\$ 600	Completed	
Baker Tilly	FY 2019/20 Financial Audit	August 2020	\$ 28,000	Completed	
Burke, Williams, Sorenson, LLP	Legal Services Agreement (Brown Act, public entity governance issues and other legal services)	July 2020	\$ 100,000	Active	
Hall Energy Law PC	Energy Procurement Counsel	July 2020	\$ 125,000	Active	
The Harmon Press	Professional Printing Services	July 2020	\$ 40,000	Active	
InterEthnica	Written Translation Services, Typesetting, and Graphic Design in Spanish, Chinese, and Korean	July 2020	\$ 10,000	Active	
West Coast Mailers	Bulk Mailing Services	July 2020	\$ 20,000	Active	
Sara Daleiden Consulting	Staff Retreat and Strategic Planning Facilitation	July 2020	\$ 14,500	Completed	
Snowflake Inc.	Engineering Support Services for Load Forecasting Analysis	July 2020	\$ 15,000	Active	

Clean Power Alliance					
Non-energy contracts executed under Executive Director authority					
Rolling 12 months -- Open contracts shown in Bold					
Vendor	Purpose	Month	NTE Amount	Status	Notes
OUTFRONTmedia	Advertiser Agreement for Los Angeles transit shelter ads in San Gabriel Valley and unincorporated Los Angeles County re COVID-19 bill credit campaign	July 2020	\$ 13,500	Completed	
OUTFRONTmedia	Advertising Non-Space Agreement related to production costs	July 2020	\$ 990	Completed	
Vector Medial Holding Corporation	Advertising & Production Agreement for Santa Monica & Culver City Transit Bus Ads re COVID-19 bill credit campaign	July 2020	\$ 2,200	Completed	
CIM/Prime Construction/Pinnacle Communication Services	New Office Space Equipment and Installation: Audio Visual/Security Systems/Data and Communications Cabling	July 2020	\$ 361,281	Active	Signed under expanded authority of up to \$500,000 for office relocation design, equipment and construction expenses granted by the Board of Directors on March 25, 2020
801 South Grand Avenue (LA)	Storage Space Lease	July 2020	\$ 1,980	Completed	
Adobe Inc.	AdobeSign Secure Electronic Signature Service	June 2020	\$ 3,200	Active	
EZ Texting	Peak Management Pricing customer text messaging alerts	May 2020	\$ 1,000	Active	
Place and Page	Graphic Design Services	May 2020	\$ 30,000	Active	
KnowledgeCity	Employee Training	May 2020	\$ 3,745	Active	
Davis Wright Tremaine, LLP	Legal Services Agreement (Regulatory Assistance)	April 2020	\$ 125,000	Active	1st Amendment in October 2020 to increase the NTE from \$4,000 to \$35,000. 2nd Amendment in March 2021 to increase the NTE from \$35,000 to \$125,000.
Snowflake Inc.	Cloud-Native Elastic Data Warehouse Service	April 2020	\$ 36,000	Active	
Amazon Web Services	Cloud-based Database Hosting	April 2020	\$ 36,000	Active	
ICE Options Analytics LLC	Trading Platform Subscription Service	March 2020	\$ 19,000	Active	
Bold New Directions, Inc.	Management Training	March 2020	\$ 17,995	Active	Increased to \$20,328 in May 2020
Greenberg Glusker	Legal Services Agreement (PPA Negotiations)	March 2020	\$ 59,000	Active	
Omni Government Relations & Pinnacle Advocacy, LLC	Lobbying Services	December 2019	\$ 108,000	Active	Renewed for 2021 at same amount
CLG Group	Executive Training	November 2019	\$ 15,000	Active	
Inventure Recruitment	Ongoing Recruitment Services	October 2019	\$ 120,000	Active	Renewed for 2021 at same amount
JLL	Real Estate Brokerage Services	October 2019	NA	Active	
Siemens	Integrated Resource Planning for 2020 CPUC IRP Compliance	October 2019	\$ 62,500	Active	25% cost share with 3 other CCAs

Commonly Used Acronyms

BESS	Battery Energy Storage System
CAC	Community Advisory Committee
CAISO	California Independent System Operator
CALCCA	California Community Choice Association
CalEVIP	California Electric Vehicle Incentive Program
CARB	California Air Resources Board
CARE	California Alternate Rates for Energy (Low Income Discount Rate)
CCA	Community Choice Aggregation
CEC	California Energy Commission
CPUC	California Public Utilities Commission
DA	Direct Access (Private Retail Energy Supplier)
DAC	Disadvantaged Community (As Defined by Calenviroscreen 3.0)
DER	Distributed Energy Resources
DR	Demand Response
ERMP	Energy Risk Management Policy
ERRA	Energy Resource Recovery Account (SCE Generation Rate Setting)
ESA	Energy Storage Agreement
EVSE	Electric Vehicle Supply Equipment (EV Charger)
FERA	Family Electric Rate Assistance (Low Income Discount Rate)
GHG	Greenhouse Gas
IOU	Investor Owned Utility
IRP	Integrated Resource Plan
JPA	Joint Powers Authority

Commonly Used Acronyms

Kwh	Kilowatt-Hour (A Measure of Energy Used in A One-Hour Period)
Kw	Kilowatt = 1,000 Watts (Watt = A Measure of Instantaneous Power)
LSE	Load Serving Entity
MB	Medical Baseline (Discount Rate for Medical Equipment Needs)
MW	Megawatt = 1,000 Kilowatts
Mwh	Megawatt-Hour = 1,000 Kilowatt-Hours
NEM	Net Energy Metering (Usually for Customers With Solar)
OAT	Other Applicable Tariffs
PCIA	Power Charge Indifference Adjustment (Can Be Called “Exit Fee”)
PCC1	Renewable Energy Generated Inside California
PCC2	Renewable Energy Generated Outside California
PCC3	A REC from A Renewable Resource, Delivered Without Energy
PCL	Power Content Label
POU	Publicly Owned or Municipal Utility
PPA	Power Purchase Agreement
PSPS	Public Safety Power Shutoff
PV	Photovoltaic (Solar) Panels
RA	Resource Adequacy
REC	Renewable Energy Credit
RPS	Renewables Portfolio Standard
T&D	Transmission and Distribution
TOU	Time Of Use (Used to Refer To Rates That Differ By Time Of Day)
WECC	Western Electricity Coordinating Council

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