

## AGENDA

## Regular Meeting of the Board of Directors of San Diego Community Power (SDCP)

January 18, 2024 5:00 p.m.

City of San Diego Metropolitan Operations Complex (MOC II) Auditorium 9192 Topaz Way, San Diego, CA 92123

The meeting will be held in person at the above date, time and location. Board of Directors Members and members of the public may attend in person. Under certain circumstances, Directors may also attend and participate in the meeting virtually pursuant to the Brown Act (Gov. Code § 54953). As a convenience to the public, SDCP provides a call-in option and internet-based option for members of the public to virtually observe and provide public comments at its meetings. Additional details on in-person and virtual public participation are below. Please note that, in the event of a technical issue causing a disruption in the call-in option or internet-based option, the meeting will continue unless otherwise required by law, such as when a Board Member is attending the meeting virtually pursuant to certain provisions of the Brown Act.

Note: Any member of the public may provide comments to the Board of Directors on any agenda item. When providing comments to the Board, it is requested that you provide your name and city of residence for the record. Commenters are requested to address their comments to the Board of Directors as a whole through the Chair. Comments may be provided in one of the following manners:

- Providing Oral Comments During Meeting. Anyone attending in person desiring to address the Board of Directors is asked to fill out a speaker's slip and present it to the Clerk of the Board or the Secretary. To provide remote comments during the meeting, join the Zoom meeting by computer, mobile phone, or dial-in number. On Zoom video conference by computer or mobile phone, use the "Raise Hand" feature. This will notify the moderator that you wish to speak during a specific item on the agenda or during non-agenda Public Comment. Members of the public will not be shown on video but will be able to speak when called upon. If joining the meeting using the Zoom dial-in number, you can raise your hand by pressing \*9. Comments will be limited to three (3) minutes.
- 2. Written Comments. Written public comments must be submitted prior to the start of the meeting by using this <u>Web Comment Form</u>. Please indicate a specific agenda item when submitting your comment. All written comments received prior to the meeting will be provided to the Board members in writing. In the discretion of the Chair, the first ten (10) submitted comments shall be stated into the record of the meeting. Comments read at the meeting will

#### AGENDA – BOARD OF DIRECTORS – SAN DIEGO COMMUNITY POWER

be limited to the first 400 words. Comments received after the start of the meeting will be collected, sent to the Board members in writing, and be part of the public record.

If you have anything that you wish to be distributed to the Board, please provide it via info@sdcommunitypower.org and it will be distributed to the Members.

The public may participate using the following remote options:

Teleconference Meeting Webinar https://zoom.us/j/94794075133

Telephone (Audio Only) (669) 900-6833 or (346) 248-7799 | Webinar ID: 947 9407 5133

#### WELCOME

CALL TO ORDER

ROLL CALL

#### PLEDGE OF ALLEGIANCE

#### SPECIAL PRESENTATIONS AND INTRODUCTIONS

#### ITEMS TO BE ADDED, WITHDRAWN, OR REORDERED ON THE AGENDA

#### PUBLIC COMMENTS

Opportunity for members of the public to address the Board on any items not on the agenda but within the jurisdiction of the Board. Members of the public may provide a comment in either manner described above.

#### **CONSENT CALENDAR**

All matters are approved by one motion without discussion unless a member of the Board of Directors requests a specific item to be removed from the Consent Calendar for discussion. A member of the public may comment on any item on the Consent Calendar in either manner described above.

- 1. Approval of December 14<sup>th</sup>, 2023, Meeting Minutes
- 2. Receive and File Treasurer's Report for Period Ending 11/30/23
- 3. Receive and File Update on Programs
- 4. Receive and File Update on Power Services
- 5. Receive and File Update on Human Resources
- 6. Receive and File Update on Customer Operations
- 7. Receive and File Update on Marketing, Public Relations, and Government Affairs
- 8. Receive and File Update on Community Advisory Committee
- 9. Receive and File Update on Regulatory and Legislative Affairs
- 10. Approve Amendment to BrenTech PSA (4th Amendment) to increase the NTE (Not to Exceed) Value up to \$246,720 for FY 2023-2024

- 11. Approval of the Marketing Community Initiative Partnership Agreement with TEGNA for \$174,044 through December 31, 2024
- 12. Approval of Amendments to the CAC Scope of Work and Policies and Procedures

#### **REGULAR AGENDA**

The following items call for discussion or action by the Board of Directors. The Board may discuss and/or take action on any item listed below if the Board is so inclined.

#### 13. Election of Officers for SDCP for Calendar Year 2024

Recommendation: Elect a Chair and Vice Chair for Calendar Year 2024.

#### 14. Approval of SDCP's 2024 Rates Schedule

Recommendation: Approve the rates schedule

15. Approval of Acceptance, Appropriation, and Expenditure of Grant Funds from the California Department of Food and Agriculture ("CDFA") for the Healthy Refrigeration Grant Program

Recommendation: Approval of Acceptance, Appropriation, and Expenditure of Grant Funds from the California Department of Food and Agriculture ("CDFA") for the Healthy Refrigeration Grant Program.

#### 16. Update on Flex Load Strategy

Recommendation: Receive and file

#### 17. Approve Pelicans Jaw Solar, LLC Power Purchase Agreement (PPA)

Recommendation: Approve a 15-year PPA with Pelicans Jaw Solar, LLC for a 226 MW solar photovoltaic electric (PV) generation facility and a 118 MW (4-hour) Battery Energy System Storage (BESS) facility

#### 18. Approve SE US Development, LLC Resource Adequacy (RA) Agreement

Recommendation: Approve an FCDS-contingent 5-year RA Agreement with SE US Development, LLC for up to 402 MW of (4-hour) Battery Energy System Storage (BESS) capacity

## 19. Approve Energy Storage Service Agreement (ESSA) for the Chula Vista Energy Center 2 Project

Recommendation: Approve an FCDS-contingent 15-year ESSA with the Chula Vista Energy Center 2 Project for a 49.7 MW (4 hour) Battery Energy System Storage (BESS) facility

#### 20. Approve Hecate Grid Scafell Storage 1 LLC Resource Adequacy (RA) Agreement

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Recommendation: Approve an FCDS-contingent 10-year RA Agreement with Hecate Grid Scafell Storage 1 LLC for 50 MW of Battery Energy System Storage (BESS) capacity

#### 21. Approve Duran Mesa LLC Resource Adequacy (RA) Agreement

Recommendation: Approve an 11 to 13 – year RA Purchase and Supply Agreement with Duran Mesa LLC for 51 MW of wind capacity

#### **REPORTS BY CHIEF EXECUTIVE OFFICER AND GENERAL COUNSEL**

SDCP Management and General Counsel may briefly provide information to the Board and the public. The Board may engage in discussion if the specific subject matter of the report is identified below, but the Board may not take any action other than to place the matter on a future agenda. Otherwise, there is to be no discussion or action taken unless authorized by law.

#### **DIRECTOR COMMENTS**

Board Members may briefly provide information to other members of the Board and the public, ask questions of staff, request an item to be placed on a future agenda, or report on conferences, events, or activities related to SDCP business. There is to be no discussion or action taken on comments made by Directors unless authorized by law.

#### ADJOURNMENT

#### Compliance with the Americans with Disabilities Act

SDCP Board of Directors meetings comply with the protections and prohibitions of the Americans with Disabilities Act. Individuals with a disability who require a modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may contact (888) 382-0169 or info@sdcommunitypower.org. Requests for disability-related modifications or accommodations require different lead times and should be provided at least 72-hours in advance of the public meeting.

#### Availability of Board Documents

Copies of available the agenda and agenda packet are at https://sdcommunitypower.org/resources/meeting-notes/. Late-arriving documents related to a Board meeting item which are distributed to a majority of the Members prior to or during the Board meeting are available for public review as required by law. Public records, including agenda-related documents, can be requested electronically at info@sdcommunitypower.org or by mail to SDCP, PO BOX 12716, San Diego, CA 92112. The documents may also be posted at the above website. Such public records are also available for inspection, by appointment, at San Diego Community Power, 2305 Historic Decatur Road, Suite 200, San Diego, CA 92106. Please contact info@sdcommunitypower.org to arrange an appointment.



#### SAN DIEGO COMMUNITY POWER (SDCP) BOARD OF DIRECTORS

#### City of San Diego Metropolitan Operations Complex (MOC II) Auditorium 9192 Topaz Way San Diego, CA 92123

#### MINUTES

#### December 14, 2023

The Board minutes are prepared and ordered to correspond to the Board Agenda. Agenda Items can be taken out of order during the meeting.

The Agenda Items were considered in the order presented.

#### WELCOME

#### CALL TO ORDER

Chair LaCava (City of San Diego) called the SDCP Board of Directors meeting to order at 5:11 p.m.

Director McCann (Chula Vista) attended virtually.

#### ROLL CALL

- PRESENT: Chair LaCava (City of San Diego), Vice Chair Lawson-Remer (County of San Diego) (arrived at 5:17 p.m.), Director McCann (Chula Vista), Director Hinze (Encinitas), Director Parent (La Mesa), Director Yamane (National City)
- ABSENT: Director Aguirre (City of Imperial Beach)
- Also Present: Chief Executive Officer ("CEO") Burns, Chief Operating Officer ("COO") Clark, Chief Financial Officer ("CFO")/Treasurer Washington, General Counsel Baron

#### PLEDGE OF ALLEGIANCE

Chair LaCava led the Pledge of Allegiance.

#### SPECIAL PRESENTATIONS AND INTRODUCTIONS

MINUTES - BOARD OF DIRECTORS - SAN DIEGO COMMUNITY POWER

Chair LaCava (City of San Diego) acknowledged the Kumeyaay Nation and all the original stewards of the land.

Chair LaCava (City of San Diego) introduced the following new SDCP staff members:

Kiran Singh, Director of Data Analytics and IT Patrick Welch, Senior Legislative Manager

#### ITEMS TO BE ADDED, WITHDRAWN, OR REORDERED ON THE AGENDA

Item 15, Approve Pattern Resource Adequacy Benefits Purchase and Sale Agreement was removed from the agenda.

#### PUBLIC COMMENTS

There were no public comments.

#### **CONSENT CALENDAR**

(Items 1 through 7)

<u>ACTION</u>: Motioned by Director McCann (Chula Vista) and seconded by Director Yamane (National City) to approve Consent Calendar Items 1 through 7. The motion carried by the following vote:

<u>Vote</u>: 5-0-2

Yes: Chair LaCava (City of San Diego), Director McCann (Chula Vista), Director Hinze (Encinitas), Director Parent (La Mesa), Director Yamane (National City)
 No: None
 Abstained: None
 Absent: Director Aguiree, (Imperial Beach), Vice Chair Lawson-Remer (County of San Diego)

- 1. Approval of November 16, 2023 Meeting Minutes
- 2. Receive and File Update on Programs
- 3. Receive and File Update on Power Services
- 4. Receive and File Update on Human Resources
- 5. Receive and File Update on Customer Operations
- 6. Receive and File Update on Marketing and Public Relations
- 7. Receive and File Update on Community Advisory Committee

#### **REGULAR AGENDA**

#### 8. Appointment of General Counsel and Approval of Employment Agreement

Chair LaCava provided a PowerPoint presentation on the Appointment of General Counsel and Approval of Employment Agreement.

Comments by Veera Tyagi, proposed General Counsel.

Board questions and comments ensued.

<u>ACTION</u>: Motioned by Chair LaCava (City of San Diego) and seconded by Director Parent (La Mesa) to approve Appoint Veera Tyagi as General Counsel effective February 1, 2024, and approve execution of an Employment Agreement in substantially the form attached hereto, with non-substantive revisions approved by the Chair and reviewed and approved as to form by General Counsel, and subject to successful completion of the employee onboarding process. The motion carried by the following vote:

<u>Vote</u>: 6-0-1

Yes: Chair LaCava (City of San Diego), Vice Chair Lawson-Remer (County of San Diego), Director Hinze (Encinitas), Director Parent, Director Yamane (National City), Director McCann (Chula Vista)
 No: None
 Abstained: None
 Absent: Director Aguirre (Imperial Beach)

#### 9. Receive and File Treasurer's Report for Period Ending October 31, 2023

Eric Washington, Chief Financial Officer, provided a PowerPoint presentation on the Treasurer's Report for Period ending October 31, 2023.

Following Board questions and comments, no action was taken.

#### **10.** Approve Conflict of Interest and Ethical Conduct Policy

Jen Lebron, Director of Public Affairs, provided a PowerPoint presentation on the Conflict of Interest and Ethical Conduct Policy.

Board questions and comments ensued.

<u>ACTION</u>: Motioned LaCava (City of San Diego) and seconded by Director Yamane (National City) to approve the Conflict of Interest and Ethical Conduct Policy. The motion carried by the following vote:

<u>Vote</u>: 6-0-1

Yes: Chair LaCava (City of San Diego), Vice Chair Lawson-Remer (County of San Diego), Director Hinze (Encinitas), Director Parent (La Mesa), Director Yamane (National City), Director McCann (Chula Vista)
 No: None
 Abstained: None
 Absent: Director Aguirre

# 11. Request Approval of Regional Energy Network (REN) Application to California Public Utilities Commission CPUC

Colin Santulli, Director of Programs and Sheena Tran, Senior Program Manager, provided a PowerPoint presentation on the Regional Energy Network (REN) application to CPUC.

#### MINUTES – BOARD OF DIRECTORS – SAN DIEGO COMMUNITY POWER

Serena Pelka spoke in support of the San Diego Regional Energy Network.

Board questions and comments ensued.

<u>ACTION</u>: Motioned by Director Hinzee (Encinitas) and seconded by Director Yamane (National City) to approve the Regional Energy Network (REN) Application to CPUC. The motion carried by the following vote:

Vote: 6-0-1

Yes: Chair LaCava (City of San Diego), Vice Chair Lawson-Remer (County of San Diego), Director Hinze (Encinitas), Director Parent (La Mesa), Director Yamane (National City), Director McCann (Chula Vista)
 No: None
 Abstained: None
 Absent: Director Aguirre

#### 12. Receive Update on Regulatory and Legislative Affairs

Laura Fernandez, Director of Regulatory & Legislative Affairs, Aisha Cervantes-Cissna, Senior Policy Manager, and Stephen Gunther, Senior Regulatory Analyst, provided a PowerPoint presentation on the update on Regulatory and Legislative Affairs.

Following Board questions and comments, no action was taken.

## 13. Receive Update on 2024 Rate/Power Charge Indifference Adjustment (PCIA) Projected Changes

Aaron Lu, Senior Rates and Strategy Analyst and Lucas Utouh, Senior Director of Data Analytics and Customer Operations, provided a PowerPoint presentation on the Update on 2024 Rate/Power Charge Indifference Adjustment (PCIA) Projected Changes.

Following Board questions and comments, no action was taken.

#### 14. Approve CDH VIDAL LLC Power Purchase Agreement (PPA)

Byron Vosburg, Managing Director Power Services, provided a PowerPoint presentation on the CDH VIDAL LLC Power Purchase Agreement (PPA)

Board questions and comments ensued.

<u>ACTION</u>: Motioned by Director Parent (La Mesa) and seconded by Director Hinze (Encinitas) to approve a 20-year Power Purchase Agreement (PPA) with CDH VIDAL LLC for a 160 M@/160 MWh (4-hour) battery storage project. The motion carried by the following vote:

<u>Vote</u>: 6-0-1

Yes:	Chair LaCava (City of San Diego), Vice Chair Lawson-Remer (County of San Diego), Director Hinze (Encinitas), Director Parent (La Mesa), Director Yamane
	(National City), Director McCann (Chula Vista)
No:	None
Abstained:	None
Absent:	Director Aguirre

## **15.** Approve Pattern Resource Adequacy Benefits Purchase and Sale Agreement This item was removed from the Agenda.

#### **REPORTS BY CHIEF EXECUTIVE OFFICER AND GENERAL COUNSEL**

CEO Burns reported on SDCP's ongoing efforts and recent activities and events.

#### **DIRECTOR COMMENTS**

Directors shared upcoming events and thanked SDCP employees for their great work.

#### ADJOURNMENT

Chair LaCava (City of San Diego) adjourned the meeting at 6:40 p.m.

Deborah Harrington, Interim Clerk of the Board



#### SAN DIEGO COMMUNITY POWER Staff Report – Item 2

To:	San Diego Community Power Board of Directors
From:	Eric W. Washington, Chief Financial Officer
Via:	Karin Burns, Chief Executive Officer
Subject:	Review of Treasurer's Report for Period Ending 11/30/23
Date:	January 18, 2024

#### RECOMMENDATION

Receive and File Treasurer's Report for Period Ending 11/30/23.

#### BACKGROUND

San Diego Community Power (SDCP) maintains its accounting records on a full accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) as applicable to governmental enterprise funds.

SDCP has prepared its year-to-date financial statements for the period ended November 30, 2023, along with budgetary comparisons.

SDCP additionally reports monthly metrics during its Board meetings as part of its Update on Back-Office Operations. As part of the Treasurer's Report, certain key metrics related to risk are to be presented during Financial and Risk Management Committee (FRMC) meetings.

#### ANALYSIS AND DISCUSSION

Actual financial results for the period ended 11/30/23: \$734.85 million in net operating revenues were reported compared to \$767.74 million budgeted for the period. \$533.87 million in total expenses were reported (including \$521.34 million in energy costs) compared to \$464.47 million budgeted for the period (including \$441.07 million budgeted for energy costs). After expenses, SDCP's change in net position of \$200.98 million was reported for Fiscal Year 2023-24. The following is a summary of the actual results compared to the Fiscal Year 2023-24 Budget.

#### Table 1: Budget Comparison Versus Actual Results

Budget Comparison										
		D FY24 as of 30/23 (5 mos)	FY24 YTD Budget			ıdget Variance (\$)	Budget (%)			
Net Operating Revenues	\$	734,849,330	\$	767,744,428	\$	(32,895,098)	96%			
Total Expenses	\$	533,868,988	\$	464,474,524	\$	69,394,464	115%			
Change in Net Position	\$	200,980,342	\$	303,269,904	\$	(102,289,562)	-34%			

- Net operating revenues finished \$32.90 million (or 4.3 percentage points) under the budget primarily due to lower-than-expected customer load corelated with cooler weather.
- Operating expenses finished \$69.39 million (or 14.9 percentage points) over the budget primarily due to higher-than-expected energy costs related primarily to resource adequacy and renewables.

Financial results for the period underperformed the projections presented in the year-todate proforma. SDCP's change in net position was 34% under the projection primarily due to actual energy costs being higher than projected and lower customer load contributing to lower-than-expected revenue.

The following is a summary-to-actual results compared to the fiscal year-to-date proforma.

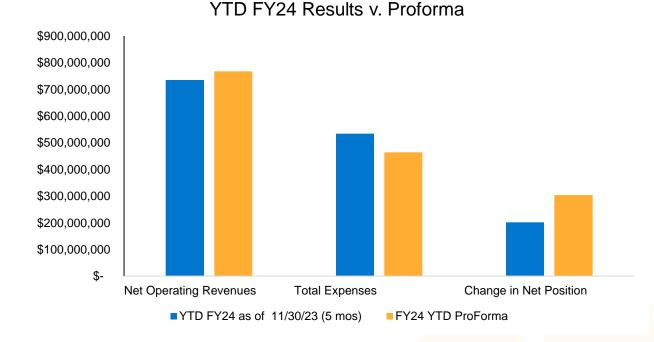
Proforma Comparison										
		D FY24 as of 30/23 (5 mos)	FY24 YTD ProForma			ProForma Variance (\$)	Proforma (%)			
Net Operating Revenues	Ś	734.849.330	\$	767.744.428	Ś	(32,895,098)	-4%			
Total Expenses	\$	533,868,988	\$	463,638,309	\$	70,2 <mark>30,679</mark>	15%			
Change in Net Position	\$	200,980,342	\$	304,106,119	\$	(103, <mark>125,777)</mark>	-34%			

#### Table 2: Proforma Comparison Versus Actual Results

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#### Figure 1: Proforma versus Actual Results

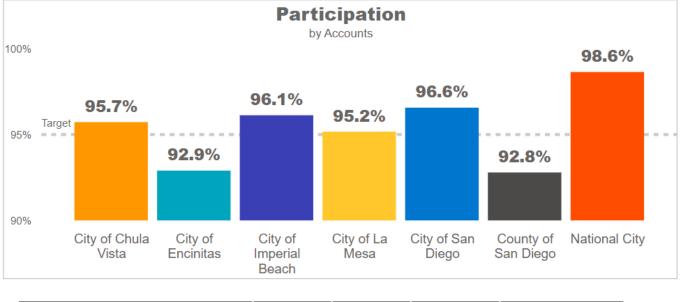
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For the period ending 11/30/23, SDCP contributed \$200,980,340 to its reserves but was expected to gain \$303,269,904 per the FY 2023-24 adopted budget. Total SDCP reserves at the end of the period were \$406,281,413 and total available liquidity (including lines of credit) was \$519,281,413. SDCP has a total FY 2023-24 year-end cash reserve target of \$491,079,452, which is equivalent to 180-days of total operating expenses as set in SDCP's Reserve Policy and Strategic Goals.

SDCP's financial statements for November included an adjustment to the recorded estimated revenue and accrued revenue asset line items. As a result a \$29.20 million downward adjustment to net position was also made. Prior periods were not impacted by the November adjustments.





Jurisdiction	Active	Eligible	Opt Outs	<b>Participation</b>
City of Chula Vista	93,414	97,585	4,171	95.7%
City of Encinitas	26,454	28,475	2,021	92.9%
<b>City of Imperial Beach</b>	10,515	10,939	424	96.1%
City of La Mesa	28,014	29,435	1,421	95.2%
City of San Diego	599,680	621,014	21,334	96.6%
<b>County of San Diego</b>	159,382	185,178	13,345	92.8%
National City	18,710	19,317	262	98.6%
Total	936,169	991,943	42,978	95.7%

Phase 4 mass enrollment process in National City and Unincorporated County of San Diego for Non-Net Energy Metering (NEM) customers is officially completed as of May, 2023. The participation rate for this new phase is fluid and will change as we continue with our enrollment of Net Energy Metering (NEM) customers from April 2023 through March 2024. In the interim, we are reporting on the opt outs and eligible accounts associated with the phase based on those accounts that we have noticed for enrollment on a rolling basis as of the reporting month.

Staff are also presenting State of SDCP Arrearages directly related to financial risk for FRMC consideration and for regular review. Additional metrics can be added by request. The below arrearage data includes SDCP's Receivables aged 120+ Days as of 1/3/2024.

#### Figure 3: State of SDCP Arrearages

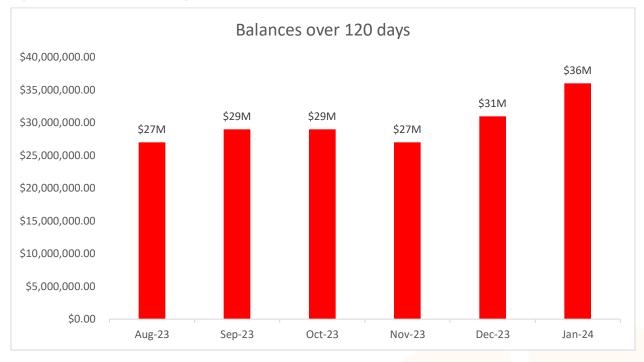
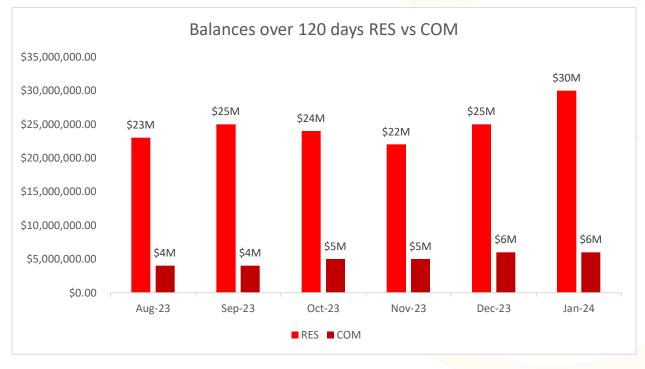


Figure 4: State of SDCP Arrearages Residential vs Commercial



## **COMMITTEE REVIEW**

The report was reviewed by the Finance and Risk Management Committee (FRMC) on January 11, 2023.

#### FISCAL IMPACT N/A

## ATTACHMENTS

Attachment A: 2023 Year-to-Date Period Ended 11/30/23 Financial Statements





#### ACCOUNTANTS' COMPILATION REPORT

Management San Diego Community Power

Management is responsible for the accompanying financial statements of San Diego Community Power (a California Joint Powers Authority) which comprise the statement of net position as of November 30, 2023, and the related statement of revenues, expenses, and changes in net position, and the statement of cash flows for the period then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the accompanying statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, conclusion, nor provide any assurance on these financial statements.

Management has elected to omit substantially all of the note disclosures required by accounting principles generally accepted in the United States of America in these interim financial statements. San Diego Community Power's annual audited financial statements include the note disclosures omitted from these interim statements. If the omitted disclosures were included in these financial statements, they might influence the user's conclusions about the Authority's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to the Authority because we performed certain accounting services that impaired our independence.

Maber Accountancy

San Rafael, CA December 27, 2023

## SAN DIEGO COMMUNITY POWER STATEMENT OF NET POSITION As of November 30, 2023

#### ASSETS

ASSETS	
Current assets	
Cash and cash equivalents - unrestricted	\$ 321,061,273
Cash and cash equivalents - restricted	500,000
Accounts receivable, net of allowance	132,173,320
Accrued revenue	52,177,943
Prepaid expenses	2,645,652
Other receivables	301,395
Deposits	10,677,498
Total current assets	519,537,081
Noncurrent assets	
Lease asset, net of amortization	1,631,639
Capital assets, net of depreciation	144,375
Cash and cash equivalents - restricted	1,898,234
Total noncurrent assets	3,674,248
Total assets	523,211,329
LIABILITIES	
Current liabilities	
Accrued cost of electricity	123,862,820
Accounts payable	764,444
Other accrued liabilities	5,048,606
State surcharges payable	403,443
Deposits - energy suppliers	3,723,000
Interest and finance costs payable	146,440
Lease liability	749,596
Total current liabilities	134,698,349
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Noncurrent liabilities	
Supplier security deposits	624,000
Lease liability	895,533
Total noncurrent liabilities	1,519,533
Total liabilities	136,217,882
NET POSITION	
Net investment in capital assets	130,885
Restricted for collateral	2,398,234
Unrestricted	384,464,328
Total net position	\$ 386,993,447

## SAN DIEGO COMMUNITY POWER STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION Five Months Ended November 30, 2023

OPERATING REVENUES	
Electricity sales, net	\$ 734,218,330
Grant revenue	631,000
Total operating revenues	 734,849,330
OPERATING EXPENSES	
Cost of electricity	521,341,621
Contract services	7,932,060
Staff compensation	4,047,487
Other operating expenses	1,502,456
Depreciation and amortization	210,396
Total operating expenses	 535,034,020
Operating income	 199,815,310
NON-OPERATING REVENUES (EXPENSES)	
Interest income	2,133,352
Interest and financing expense	(967,546)
Nonoperating revenues (expenses), net	 1,165,806
CHANGE IN NET POSITION	200,981,116
Net position at beginning of year	186,012,331
Net position at end of year	\$ 386,993,447

## SAN DIEGO COMMUNITY POWER STATEMENT OF CASH FLOWS Five Months Ended November 30, 2023

#### CASH FLOWS FROM OPERATING ACTIVITIES

Receipts from customers	\$ 740,234,082
Receipts of supplier security deposits	22,402,875
Other operating receipts	3,535,951
Payments to suppliers for electricity	(459,307,436)
Payments for goods and services	(7,864,077)
Payments of staff compensation and benefits	(3,908,959)
Payments for deposits and collateral	(2,767,000)
Payments of state surcharges	(1,157,645)
Net cash provided by operating activities	291,167,791
CASH FLOWS FROM NON-CAPITAL FINANCING ACTIVITIES	
Principal payments - bank note	(35,730,000)
Interest and related expense payments	(1,352,078)
Net cash provided (used) by non-capital	
financing activities	(37,082,078)
CASH FLOWS FROM CAPITAL AND RELATED	
FINANCING ACTIVITIES	(217.542)
Payments of lease liability	(217,543)
Payments to acquire capital assets	(71,550)
Net cash (used) by capital and related financing activities	(289,093)
CASH FLOWS FROM INVESTING ACTIVITIES	
Interest income received	1,832,007
Net change in cash and cash equivalents	255,628,627
Cash and cash equivalents at beginning of year	67,830,880
Cash and cash equivalents at end of year	\$ 323,459,507
Reconciliation to the Statement of Net Position	
Cash and cash equivalents (unrestricted)	\$ 321,061,273
Restricted cash - current	500,000
Restricted cash - noncurrent	1,898,234
Cash and cash equivalents	\$ 323,459,507

## SAN DIEGO COMMUNITY POWER STATEMENT OF CASH FLOWS (continued) Five Months Ended November 30, 2023

## **RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES**

Operating income	\$ 199,815,310
Adjustments to reconcile operating income to net	
cash provided by operating activities	
Depreciation and amortization expense	210,396
(Increase) decrease in:	
Accounts receivable, net	(21,659,589)
Accrued revenue	26,614,841
Prepaid expenses	27,881,846
Other receivables	233,665
Deposits	6,978,852
Increase (decrease) in:	
Accrued cost of electricity	46,517,477
Accounts payable	325,180
Other accrued liabilities	1,253,959
State surcharges payable	(97,146)
Supplier security deposits	 3,093,000
Net cash provided by operating activities	\$ 291,167,791



#### ACCOUNTANTS' COMPILATION REPORT

Board of Directors San Diego Community Power

Management is responsible for the accompanying special purpose operating fund budgetary comparison schedule of San Diego Community Power (SDCP), a California Joint Powers Authority, for the period ended November 30, 2023, and for determining that the budgetary basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the accompanying statement nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any assurance on this special purpose budgetary comparison statement.

The special purpose statement is prepared in accordance with the budgetary basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. This report is intended for the information of the Board of Directors of SDCP.

Management has elected to omit substantially all of the note disclosures required by accounting principles generally accepted in the United States of America in these interim financial statements. SDCP's annual audited financial statements will include the note disclosures omitted from these interim statements. If the omitted disclosures were included in these financial statements, they might influence the user's conclusions about the Authority's financial position, results of operations, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to SDCP because we performed certain accounting services that impaired our independence.

Maber Accountancy

San Rafael, CA December 27, 2023

#### SAN DIEGO COMMUNITY POWER OPERATING FUND BUDGETARY COMPARISON SCHEDULE Five Months Ended November 30, 2023

	2023/24 YTD Budget	2023/24 YTD Actual	2023/24 YTD Budget Variance (Under) Over	2023/24 YTD Actual/ Budget %	2023/24 Annual Budget	2023/24 Budget Remaining
<b>REVENUES AND OTHER SOURCES</b>			(1 1 ) 1 1			
Gross Ratepayer Revenues	799,733,779	\$ 764,810,760	(34,923,019)	96%	\$ 1,346,325,552	\$ 581,514,792
Less: Uncollectible Customer Accounts	(31,989,351)	(30,592,430)	1,396,921	96%	(53,853,022)	(23,260,592)
Grant revenue	-	631,000	631,000		-	(631,000)
Total Revenues and Other Sources	767,744,428	734,849,330	(32,895,098)		1,292,472,530	557,623,200
OPERATING EXPENSES						
Cost of Energy	441,067,974	521,341,620	80,273,646	118%	948,529,425	427,187,805
Professional Services and Consultants	10,185,986	7,590,684	(2,595,302)	75%	22,939,626	15,348,942
Personnel Costs	5,484,773	4,047,487	(1,437,286)	74%	13,178,031	9,130,544
Marketing and Outreach	1,321,702	996,158	(325,544)	75%	2,973,829	1,977,671
General and Administration	3,674,766	951,120	(2,723,646)	26%	7,861,973	6,910,853
Programs	123,667	100,000	(23,667)	81%	278,250	178,250
Total Operating Expenses	461,858,868	535,027,069	73,168,201		995,761,134	460,734,065
Operating Income (Loss)	305,885,560	199,822,261	(106,063,299)		296,711,396	96,889,135
NON-OPERATING REVENUES (EXPENSES)						
Investment income	-	2,133,352	2,133,352		-	(2,133,352)
Interest and related expenses	(1,015,656)	(975,271)	40,385	96%	(2,437,574)	(1,462,303)
Transfer to Capital Investment Program	(1,600,000)	-	1,600,000	0%	(3,840,002)	(3,840,002)
Total Non-Operating Revenues (Expenses)	(2,615,656)	1,158,081	3,773,737		(6,277,576)	(7,435,657)
NET INCREASE (DECREASE)	\$ 303,269,904	\$ 200,980,342	\$ (102,289,562)		\$ 290,433,820	\$ 89,453,478



#### SAN DIEGO COMMUNITY POWER Staff Report – Item 3

To: San Diego Community Power Board of Directors

From: Colin Santulli, Director of Programs

Via: Jack Clark, Chief Operating Officer

Subject: Update on Programs

Date: January 18, 2024

#### RECOMMENDATIONS

Receive and file update on customer energy programs.

#### BACKGROUND

Staff will provide regular updates to the Board of Directors ("Board") regarding the following SDCP customer energy programs: Building Electrification, Energy Education, Energy Efficiency, Flexible Load, Grant Programs, and Solar and Energy Storage.

#### ANALYSIS AND DISCUSSION

Updates on customer energy programs are detailed below.

#### **Building Electrification**

#### California Energy Commission ("CEC") Equitable Building Decarbonization Program

Please refer to <u>Item 4</u> of the November 16, 2023 Board staff report for the most recent update on this program.

#### **Energy Education**

#### **Energy Education Website**

<u>Status</u>: In December 2023, Staff launched a <u>marketplace landing page</u> powered by Electrum that allows customers to input their address and learn more about the costs to install solar and batteries and/or heat pump water heaters. The marketplace allows customers to create an account and get connected to an energy advisor that will provide support and assistance in getting bids from Electrum-vetted contractors. The energy advisor will help customers throughout the process of completing their project. Promotion of the marketplace and the Electrify Your Life webpages started in January 2024 to educate customers and encourage adoption of these technologies.

<u>Next Steps</u>: Implementation of the marketing campaign for the marketplace is underway by SDCP's Public Affairs team. Staff will be collaborating with Electrum to expand the list of eligible local contractors in the Electrum database and promote the marketplace.

## **Energy Efficiency**

# California Department of Food and Agriculture ("CDFA") Healthy Refrigeration Grant Program

<u>Status</u>: In July 2023, SDCP staff applied for grant funds under the CDFA Healthy Refrigeration Grant Program. The program funds energy efficient refrigeration units in corner stores, small businesses, and food donation programs in low-income or low-access areas in the state to stock California-grown fresh produce, nuts, dairy, meat, eggs, and minimally processed and culturally appropriate foods. The purpose of the program is to improve access to healthy foods in underserved communities, while promoting California-grown agriculture. On December 22, 2023, SDCP received an award letter from CDFA notifying SDCP that it was awarded partial funding in the amount of \$710,000 to support SDCP in providing technical assistance and refrigeration units to stock healthy foods at stores throughout SDCP's service territory. Full program details will be determined upon receipt of the grant agreement and associated scope from CDFA.

At the January Board meeting, Staff are requesting the Board to authorize the Chief Executive Officer to: (1) accept, appropriate, and expend CDFA grant funds for the Healthy Refrigeration Grant Program in an amount not to exceed \$710,000; (2) execute a grant agreement with CDFA with respect to such grant funds and to negotiate and execute any amendments, extensions, or renewals of such grant agreement; and (3) take all necessary action to administer, monitor, manage, and ensure compliance with the grant agreement and to negotiate and execute contracts with third parties to implement the grant agreement or use of grant funds.

<u>Next Steps</u>: Staff expect to negotiate and execute a grant agreement with CDFA in Q1 2024 and to launch the pilot program in Q2/Q3 2024. Following execution of the agreement, Staff will develop program materials, start outreach, and issue solicitations as necessary to contract subconsultants to administer the technical assistance offerings.

## Regional Energy Network ("REN") Formation

<u>Status</u>: The REN Business Plan Application was submitted to the California Public Utilities Commission ("CPUC") on January 5, 2024.

<u>Next Steps</u>: Staff will attend relevant statewide meetings related to the REN Business Plan Application, continue coordination with SDG&E, and respond to any data requests, questions, or comments from the CPUC or stakeholders during the evaluation period (i.e., post-application submittal through when a CPUC decision is made).

#### **Flexible Load**

#### Flexible Load Strategy

<u>Status</u>: Staff presented the Flex Load Strategy to the CAC at their January 11, 2024 meeting and will be presenting it to the Board at their January 18, 2024 meeting. Staff have also requested bids from three consulting firms to provide procurement support for the Distributed Energy Resources Management System (DERMS) identified in the Strategy.

<u>Next Steps</u>: With additional technical consultant support, Staff will initiate the DERMS procurement process. Staff anticipate a DERMS software architecture will be identified and under contract by Q3 2024, for funding in FY 2024-25.

#### **Grant Programs**

#### **Community Grant Program**

Please refer to <u>Item 4</u> of the November 16, 2023 Board staff report for the most recent update on this program.

#### Member Agency Grant Program

<u>Status</u>: In December 2023, Staff executed a contract with the San Diego Regional Climate Collaborative (SDRCC) to administer the Member Agency Grant Program. Staff are working with SDRCC to finalize the program guidelines.

<u>Next Steps:</u> Staff anticipates the program will open to member agencies to apply in Q1 2024.

#### Solar and Energy Storage

#### Net Energy Metering ("NEM") and Net Billing Tariff ("NBT")

Please refer to <u>Item 2</u> of the December 14, 2023 Board staff report for the most recent update on this program.

#### Residential Solar + Storage Program

<u>Status</u>: Staff have continued to obtain feedback from stakeholders on the design for a solar plus battery storage program. Staff plan on holding two industry workshops in January 2024 to ensure maximum industry feedback is received.

<u>Next Steps</u>: Staff plan to bring an update on the program design to the CAC and Board in Q1 2024 and for the program to officially launch in Q2/Q3 2024.

#### Disadvantaged Communities–Single-Family Affordable Solar Homes (DAC-SASH) Roof Repair

<u>Status</u>: In May 2023, Staff brought to the Board an update on potential pilot programs. Included in the options was a Disadvantaged Communities–Single-Family Affordable Solar Homes (DAC-SASH) Roof Repair pilot. DAC-SASH is a statewide program, implemented by GRID Alternatives ("GRID") in San Diego that provides no-cost solar to single-family low-income homeowners in CalEnviroScreen-defined Disadvantaged Communities. Under the program, roof repair work is not allowed, leaving some customers behind.

Staff envisions that the pilot would fund the roof repairs or re-roofing of homes that are eligible to participate in the DAC-SASH program. This would allow more statewide funding to flow into our Communities of Concern and enable more low-income homeowners access to rooftop solar and the associate benefits. As the administrator of DAC-SASH in San Diego, staff envisions GRID would administer and implement this pilot.

<u>Next Steps</u>: Staff currently finalizing agreements with GRID to administer and implement the pilot. Staff anticipates bringing an update on the pilot to the February Community Advisory Committee meeting and will be seeking approval of the pilot agreement at the February Board of Directors meeting.

#### Solar for Our Communities

Please refer to <u>Item 3</u> of the October 26, 2023 Board staff report for the most recent update on this program.

## AD-HOC COMMITTEE AND/OR SUBCOMITTEE REVIEW

N/A

FISCAL IMPACT N/A

ATTACHMENTS N/A



#### SAN DIEGO COMMUNITY POWER Staff Report – Item 4

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To: San Diego Community Power Board of Directors

From: Byron Vosburg, Managing Director of Power Services

Via: Karin Burns, Chief Executive Officer

Subject: Update on Power Resources

Date: January 18, 2024

#### RECOMMENDATION

Recommendation: Receive and file update on Power Resources

#### BACKGROUND

Staff provides the updates below to the Board of Directors regarding SDCP's power energy procurement activities.

#### ANALYSIS AND DISCUSSION

#### Power Services Staffing

Building out a team of experienced, knowledgeable energy professionals has long been a top priority and allows SDCP not only to solicit, negotiate, and administer contracts for energy supply effectively, but also to monitor market activity, manage risk, bring in-house several activities that have historically been completed by consultants, and to dedicate additional resources to local and distributed energy procurement and development efforts. The SDCP Power Services team, having recently hired a Compliance Analyst and a Contract Management Associate, is now ten people strong and excited to continue stable, prudent growth through 2024.

#### Long-term Renewable Energy RFPs

As SDCP strives to meet its environmental, financial, and regulatory compliance goals and requirements, long-term power purchase agreements (PPAs) are becoming integral components of its energy supply portfolio. Long-term PPAs provide renewable generation facility developers with the certain revenue stream against which they can finance upfront capital requirements, so each long-term PPA that SDCP signs with a developing facility will underpin a new, incremental renewable energy project. In addition, long-term PPAs lock in renewable energy supply around which SDCP can build its power supply portfolio while also providing power supply cost certainty around which SDCP can develop its pro forma financial model. Moreover, the California Renewable Portfolio Standard (RPS), as modified in 2015 by Senate Bill 350, requires that SDCP provide 65% of its RPS-required renewable energy from contracts of at least ten years in length. Finally, in D.21-06-025, the California Public Utilities Commission (CPUC) required each Load Serving Entity (LSE) in California to make significant long-term purchase commitments for resource adequacy from new, incremental generation facilities that will achieve commercial operation during 2023 through 2026 for purposes of "Mid Term Reliability" (MTR). These requirements have been augmented and extended into 2026 and 2027 via D.23-02-040.

In pursuit of long-term contracts for renewable energy, staff released two RFPs for eligible Renewable Energy resources in the past 12 months. Staff are deep in negotiations with several respondents for resources that are expected to be online between 2025 and 2028. Staff and the Energy Contracts Working Group (ECWG) evaluate all RFP submissions prior to entering negotiations with selected participants. Assuming that Staff and shortlisted developer(s) are able to agree to mutually agreeable contracts consistent with terms authorized by the ECWG, Staff then review draft agreements with the SDCP Board for approval and authorization to execute the relevant documents.

In addition to RFPs issued by SDCP, the Power Services team also closely monitors market offers from the IOUs in California to secure contracts for short-term and long-term renewable projects.

#### Local Development

SDCP's rolling Local RFI remains open and has already brought in multiple projects under negotiation and contract, including the 35 MW Arrowleaf Solar+Storage facility (Imperial County, executed June 2023) and 19.5 MW of long-term agreements executed with EnerSmart for Local RA from battery storage facilities in San Diego County. SDCP also released an RFO for distributed renewable energy resources (DERs) on October 25<sup>th</sup>, which focuses on a broad range of distribution-level renewable projects within San Diego County. Staff are currently reviewing responses, which were received on December 22 and demonstrated robust market interest. We will review a shortlist of projects with the Energy Contracts Working Group before, hopefully, presenting a handful of resulting PPAs to the Board in the coming months for consideration. Additional ongoing local initiatives include a Feed-in-Tariff Program revamp and expansion, expected in Q1, and continued collaboration with member agency staff to identify strategic opportunities to further infill development in 2024.

As Program Administrators of the CPUC's Disadvantaged Communities Green Tariff (DAC-GT) and Community Solar Green Tariff (CSGT) programs, SDCP launched the RFP solicitation for respective program resources on August 26<sup>th</sup>, proposals for which will be due in late February 2024. SDCP has hosted three webinars to aid bidders with the solicitation process.

SDCP's Local RFI and Feed-in Tariff remain open. More information is available about each at the links below.

- https://sdcommunitypower.org/resources/solicitations/
- https://sdcommunitypower.org/programs/feed-in-tariff/

#### Short-Term RPS Procurement

SDCP staff continues to actively manage its environmental portfolio and closely monitor the market for renewable and carbon-free energy sources, procuring RPS in the bi-lateral market, and continuing procurement efforts as market opportunities become available. These procurement efforts will serve to help meet SDCP's near-term environmental goals as long-term projects in development come online.

#### Market Update

Due to lingering effects of the COVID-19 pandemic, namely inflation and heavily impacted commodity supply chains that have delayed development of new-build energy resources expected to be online over the last two years, the market for renewable energy and resource adequacy (RA) resources continues to be exceptionally tight and expensive. Staff are working with developers, industry groups, the CPUC, and CA Governor's Office and legislators to brainstorm near-term solutions while also actively procuring short-term energy and capacity products and long-term energy resources i) to meet SDCP's portfolio needs practically and cost-effectively and ii) to establish a portfolio of resources that will provide value to SDCP and California's clean, reliable energy needs into the future.

COMMITTEE REVIEW N/A

FISCAL IMPACT N/A

ATTACHMENTS N/A



#### SAN DIEGO COMMUNITY POWER Staff Report – Item 5

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To: San Diego Community Power Board of Directors

From: Chandra Pugh, Director of People

Via: Karin Burns, Chief Executive Officer

Subject: Update on Human Resources

Date: January 18th, 2024

#### RECOMMENDATION

Receive and File the Update on Human Resources.

#### BACKGROUND

Human Resources (HR) has been working on the following priorities:

#### <u>Hiring</u>

This month, SDCP welcomes several new employees.

Elaine Mezta, Key Accounts Manager Michelle Porras, Sr. Executive Assistant

Current open positions include:

Clerk of the Board Data Engineer IT Manager Data Scientist

#### **Initiatives**

HR and the Executive Team have received and are reviewing the 2024 Mercer study, which includes job analysis and salary grades for current and proposed jobs developed for SDCP.

SDCP is also a participant in a collective CCA compensation study (anticipated release in Jan-Feb 2024) which will also assist us with ensuring salary equity as we grow and retain our staff.

DISCUSSION AND ANALYSIS N/A

COMMITTEE REVIEW N/A

FISCAL IMPACT N/A

ATTACHMENTS: N/A

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#### SAN DIEGO COMMUNITY POWER Staff Report – Item 6

To: San Diego Community Power Board of Directors

From: Lucas Utouh, Senior Director of Data Analytics and Customer Operations

Via: Karin Burns, Chief Executive Officer

Subject: Update on Customer Operations

Date: January 18, 2024

#### RECOMMENDATION

Receive and file an update on SDCP's customer operations.

## BACKGROUND

Staff will provide regular updates to the Board of Directors centered around tracking opt actions (i.e., opt outs, opt ups and opt downs) as well as customer engagement metrics. The following is a brief overview of items pertaining to customer operations.

## ANALYSIS AND DISCUSSION

#### A) Mass Enrollment Update

#### Phase 4:

Mass enrollment for our Non-Net Energy Metering (NEM) customers in National City and Unincorporated County of San Diego is officially complete as of May 2023. As of January 1, 2024, SDCP is serving a cumulative total count of **939,617** active accounts correlating to **1,096,877** meters. There are **162,366** active accounts already enrolled in Unincorporated County of San Diego and **18,769** in National City.

Accounts on Net Energy Metering (NEM) within Phase 4 in National City and County of San Diego began enrollment into SDCP service in April 2023 and will continue through March 2024, coinciding with customers' true up month. Enrolled customers will receive 2 post enrollment notices through the mail at their mailing address on file within 60 days of their account switching over to SDCP service.

#### **B)** Customer Participation Tracking

Staff and Calpine have worked together to create a reporting summary of customer actions to opt out of SDCP service, opt up to Power100, or opt down from Power100 to PowerOn. The below charts summarize these actions accordingly as of December 18th, 2023:

#### I. Total Opt Outs - Including Active and Inactive

Active - accounts still active at same premise

Inactive - accounts that have moved out, or premise is terminated

Opt Outs by Jurisdiction	2021	2022	2023 Q1	2023 Q2	2023 Q3	2023-10	2023-11	2023-12	Total
City of San Diego	1,077	19,278	1,042	543	945	313	168	119	23,483
County of San Diego			6,920	2,667	2,119	809	524	403	13,441
City of Chula Vista	266	3,472	244	102	242	83	44	27	4,480
City of Encinitas	66	1,886	94	31	70	18	10	3	2,178
City of La Mesa	85	1,272	77	30	77	29	12	7	1,588
City of Imperial Beach	32	345	27	6	38	11	12	3	474
National City			137	69	44	14	9	3	276
Total	1,526	26,253	8,541	3,448	3,535	1,277	779	565	45,920
Opt Outs by Class Code	2021	2022	2023 Q1	2023 Q2	2023 Q3	2023-10	2023-11	2023-12	Total
Residential	36	25,717	7,717	3,091	3,272	1,207	725	530	42,291
Commercial/Industrial	1,490	536	824	357	263	70	54	35	3,629
Total	1,526	26,253	8,541	3,448	3,535	1,277	779	565	45,920

Opt Outs by Reason	2021	2022	2023 Q1	2023 Q2	2023 Q3	2023-10	2023-11	2023-12	_Total
Dislike being automatically enrolled	203	7,214	2,754	1,056	924	345	193	130	12,819
Rate or additional cost concerns	6	7,754	1,693	792	1,385	466	271	213	12,578
Decline to provide	227	3,596	1,397	435	343	149	113	64	6,324
Other	818	2,653	706	393	244	86	56	43	4,999
Existing relationship with the utility	2	2,394	1,005	393	305	116	81	50	4,346
Concerns about government-run power agency	24	1,496	503	213	151	37	26	30	2,480
Service or billing concerns	6	724	262	108	151	63	34	28	1,376
Have grid reliability concerns	1	292	169	46	19	10	1	6	544
Rate or Cost Concerns	233								233
Concerns about lack of equivalent CCA programs		132	53	12	13	5	4	1	220
Have renewable Energy Reliability Concerns	6								6
Total	1,526	26,253	8,541	3,448	3,535	1,277	779	565	45,920
Opt Outs by Method	2021	2022	2023 Q1	2023 Q2	2023 Q3	2023-10	2023-11	2023-12	Total
Web	327	14,353	5,202	1,837	1,647	646	396	345	24,752

1,846

1,493

8,541

876

735

3,448

966

922

3,535

329

302

1,277

194

189

779

124

96

565

12,434

8,737

45,920

*Historical opt outs including inactive accounts as of 12/18/2023.	

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**Customer Service Rep (CSR)** 

Total

Interactive Voice Response (IVR)

1,098 7,002

1,526 26,253

4,899

II. Opt Ups to Power 100 - Including Active and Inactive	<b>II.</b> O	pt Ups	to Pow	er 100 -	Including	Active	and Inactive
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Opt Ups by Jurisdiction	2021	2022	2023 Q1	2023 Q2	2023 Q4	2023-10	2023-11	2023-12	Total
City of San Diego	3,163	2,868	181	114	107	33	26	11	6,490
City of Chula Vista	701	168	18	15	15	4	2	1	924
City of La Mesa	148	118	6	5	2	3	2		284
County of San Diego			48	91	38	9	9	5	200
City of Imperial Beach	60	29		1	9		1		100
City of Encinitas	18	1	1						20
National City			1	9		1			11
Total	4,090	3,184	255	235	171	50	40	17	8,028
Opt Ups by Class Code	2021	2022	2023 Q1	2023 Q2	2023 Q4	2023-10	2023-11	2023-12	Total
Commercial/Industrial	4,087	290	74	99	40	5	11	2	4,596
Commercial/Industrial Residential	4,087 3	290 2,895	74 181	99 136	40 131	5 45	11 29	2 15	4,596 3,433
	,					-			'
Residential	3	2,895	181	136	131	45	29	15	3,433
Residential Total	3 <b>4,090</b>	2,895 <b>3,184</b>	181 255	136 235	131 171	45 <b>50</b>	29 <b>40</b>	15 <b>17</b>	3,433 8,028
Residential Total Opt Ups by Method	3 4,090 2021	2,895 <b>3,184</b> 2022	181 255 2023 Q1	136 235 2023 Q2	131 171 2023 Q4	45 <b>50</b> 2023-10	29 40 2023-11	15 <b>17</b> 2023-12	3,433 8,028 Total
Residential Total Opt Ups by Method Customer Service Rep (CSR)	3 <b>4,090</b> <b>2021</b> 4,059	2,895 <b>3,184</b> <b>2022</b> 1,369	181 255 2023 Q1 97	136 235 2023 Q2 118	131 171 2023 Q4 54	45 <b>50</b> <b>2023-10</b> 15	29 40 2023-11 15	15 <b>17</b> <b>2023-12</b> 2	3,433 8,028 <b>Total</b> 5,717

Current Active	Active Power100 Accounts						
Power100 Accounts	TownOrTerritory	Count					
	City of Encinitas	25,937					
	City of San Diego	6,027					
	City of Chula Vista	878					
	City of La Mesa	254					
	County of San Diego	188					
	<b>City of Imperial Beach</b>	79					
	<b>City of National City</b>	10					
	Total	33,373					

#### Active Power100 Opt vs Defaulted



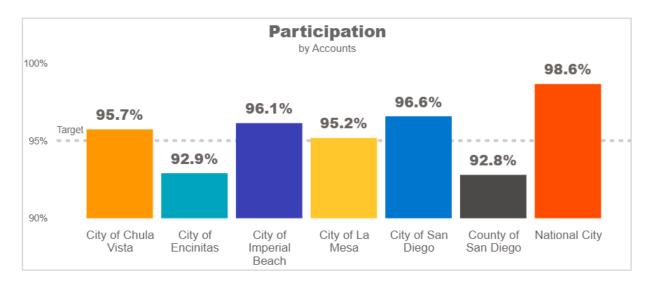
Encinitas Defaulted Opted Up

#### III. Opt Downs from Power100 - Including Active and Inactive

Opt Downs by Jurisdiction	2021	2022	2023 Q1	2023 Q2	2023 Q3	2023-10	2023-11	2023-12	Total
City of Encinitas	35	425	27	17	20	2	2	1	529
City of San Diego		26	5	5	1	2			39
City of Chula Vista		1	3			1			5
County of San Diego			1	1	2	1			5
City of La Mesa		2							2
City of Imperial Beach		1							1
Total	35	455	36	23	23	6	2	1	581

Opt Downs by Class Code	2021	2022	2023 Q1	2023 Q2	2023 Q3	2023-10	2023-11	2023-12	Total
Residential		433	36	15	22	6	2	1	515
Commercial/Industrial	35	22		8	1				66
Total	35	455	36	23	23	6	2	1	581

Opt Downs by Method	2021	2022	2023 Q1	2023 Q2	2023 Q3	2023-10	2023-11	2023-12	Total
Customer Service Rep (CSR)	31	305	21	19	15	3	1	1	396
Web		124	13	4	7	3	1		152
Interactive Voice Response (IVR)	4	26	2		1				33
Total	35	455	36	23	23	6	2	1	581



Jurisdiction	Active	Eligible	Opt Outs	Participation
City of Chula Vista	93,414	97,585	4,171	95.7%
City of Encinitas	26,454	28,475	2,021	92.9%
City of Imperial Beach	10,515	10,939	424	96.1%
City of La Mesa	28,014	29,435	1,421	95.2%
City of San Diego	599,680	621,014	21,334	96.6%
<b>County of San Diego</b>	159,382	185,178	13,345	92.8%
National City	18,710	19,317	262	98.6%
Total	936,169	991,943	42,978	95.7%

Phase 4 mass enrollment process in National City and Unincorporated County of San Diego for Non-Net Energy Metering (NEM) customers is officially completed as of May 2023. The participation rate for this new phase is fluid and will change as we continue with our enrollment of Net Energy Metering (NEM) customers from April 2023 through March 2024. In the interim, we are reporting on the opt outs and eligible accounts associated with the phase based on those accounts that we have noticed for enrollment on a rolling basis as of the reporting month.

#### **C)** Contact Center Metrics

With the transition to winter rates effective as of November 1<sup>st</sup>, call volumes have decreased as expected. We anticipate a relatively steady call volume during the winter period during the last months of our Phase 4 mass enrollment.

The chart below summarizes contact made by customers into our Contact Center broken down by month through December 18th, 2023:



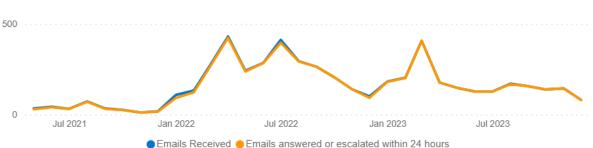
#### V. Contact Center Metrics

#### Interactive Voice Response (IVR) and Service Level Agreement (SLA) Metrics

	2021	2022	2023 Q1	2023 Q2	2023 Q3	2023-10	2023-11	2023-12	Total
Total Calls to IVR	2,289	47,118	15,229	10,356	14,628	5,253	3,758	2,386	101,017
<b>Total Calls Connected to Agents</b>	1,401	30,174	9,641	6,735	9,589	3,451	2,423	1,510	64,924
Avg Seconds to Answer	20	12	8	3	7	16	5	8	12
Avg Call Duration (Minutes)	8.5	9.8	9.4	9.5	10.3	9.7	9.0	9.0	9.4
Calls Answered within 60	96.23%	95.50%	96.80%	99.69%	97.22%	92.73%	98.97%	97.15%	96.42%
Seconds (75% SLA)									
Abandon Rate	0.57%	0.36%	0.26%	0.00%	0.17%	0.78%	0.16%	0.00%	0.35%

Similar to other CCAs' service territories, we are anticipating the trend of our customers calling into our Contact Center's Interactive Voice Response (IVR) system tree and being able to self-serve their opt actions using the recorded prompts as well as utilizing our website for processing opt actions to continue accounting for over 60% of all instances. The remaining portion of customer calls are connected to our Customer Service Representatives to answer additional questions, assist with account support, or submit opt actions.

## **D) Customer Service Email Trends**



#### **Contact Center Call Volume Trends**

alis Received e Emails answered or escalated within 24 nd

**Customer Service Emails** 

	2021	2022	2023 Q1	2023 Q2	2023 Q3	2023-10	2023-11	2023-12	Total
Emails Received	272	2,894	795	453	455	139	145	81	5,234
Emails answered or escalated within 24 hours	257	2,821	790	452	452	139	145	81	5,137
Completion (%)	94%	96%	99%	100%	99%	100%	100%	100%	97%

As of this latest reporting month, we still have a total of 13 Dedicated Customer Service Representatives staffed at our Contact Center and 2 Supervisors. Our robust Quality Assurance (QA) procedures are firmly in place to ensure that our customers are getting a world-class customer experience when they contact us.

AD-HOC COMMITTEE AND/OR SUBCOMITTEE REVIEW N/A

FISCAL IMPACT N/A

ATTACHMENTS N/A



#### SAN DIEGO COMMUNITY POWER Staff Report – Item 7

To: San Diego Community Power Community Advisory Committee

From: Jen Lebron, Director of Public Affairs

Via: Karin Burns, Chief Executive Officer

Subject: Marketing, Public Relations, and Government Affairs

Date: January 18, 2024

#### RECOMMENDATION

Receive and file update on marketing, public relations, and government affairs activities for San Diego Community Power (SDCP).

#### BACKGROUND

SDCP has engaged in a variety of public relations, marketing, community outreach, and local government affairs activities to drive awareness, spark community engagement, and maintain high customer enrollment.

#### ANALYSIS AND DISCUSSION

SDCP's Public Affairs Department has been participating in events across our member agencies as it aims to increase general awareness and answer questions in a friendly, helpful manner.

Recent and Upcoming Public Engagement Events

Imperial Beach City Council La Mesa Library Business for Good National City Community Breakfast North Park Library Imperial Beach Library Mission Valley Library Surfrider Imperial Beach Cleanup Spring Valley Library Chula Vista Chamber of Commerce Ocean Beach Beach Cleanup National City Library Jackie Robinson Family YMCA Dr. Martin Luther King Jr. Human Dignity Award Breakfast Martin Luther King, Jr. Parade and Festival San Diego Business Summit Spring Valley Library Imperial Beach Collaborative Sun Coast Farmer's Market Cleantech Forum North America University Heights Library City Heights Library

Marketing, Communications and Outreach

SDCP is strategically planning marketing, communications and outreach activities as it prepares to announce the 2024 rates and the launch of several customer-focused programs later this year.

The Public Affairs team has been working diligently behind the scenes to support programmatic efforts including the launch of "Solar for Our Communities" green tariff programs, a recently launched electrification education hub, and updating information around the soon-to-be determined 2024 rates. The Public Affairs team is working closely with internal and external stakeholders to encourage participation in programs and leveraging relationships with community partners to amplify our marketing and outreach efforts.

SDCP is in regular communication with regional media in the spirit of transparency and openness with the goal of providing factual, timely information to the public at large. Over the past several months, SDCP has engaged with reporters to provide information about the greater energy landscape in California and update them on our organization's activities.

The Public Affairs team will continue to develop new strategies, processes and capacity over the next several months to conduct more community outreach, expand brand awareness efforts, and provide timely, accurate information across multiple channels.

SDCP has ramped up its efforts to connect with local leaders. SDCP staff attended the Imperial Beach City Council meeting to provide an update on its activities since customers were enrolled in 2022. Staff have also been enhancing coordination with member agency staff and meeting with the leadership of sovereign tribal nations.

AD-HOC COMMITTEE AND/OR SUBCOMITTEE REVIEW N/A

FISCAL IMPACT N/A

ATTACHMENTS N/A



#### SAN DIEGO COMMUNITY POWER Staff Report – Item 8

To: San Diego Community Power Board of Directors

From: Xiomalys Crespo, Community Engagement Manager

Via: Karin Burns, Chief Executive Officer

Subject: Receive and File Community Advisory Committee Monthly Report

Date: January 18, 2024

#### RECOMMENDATION

Receive and file Community Advisory Committee (CAC) monthly report.

#### BACKGROUND

Per Section 5.10.3 of the San Diego Community Power (SDCP) Joint Powers Authority (JPA) Agreement:

The Board shall establish a Community Advisory Committee comprised of non-Board members. The primary purpose of the Community Advisory Committee shall be to advise the Board of Directors and provide for a venue for ongoing citizen support and engagement in the strategic direction, goals, and programs of the Authority.

At the direction of the Chief Executive Officer, the CAC provides quarterly presentations to the Board of Directors in the regular agenda, and monthly reports in the consent agenda. The next quarterly presentation will take place during the February 22, 2024 Board of Directors meeting.

#### ANALYSIS AND DISCUSSION

During the January 11, 2024 regular CAC meeting:

- Chair Vasilakis (City of San Diego) recognized and thanked former member Carolyn Scofield (City of Chula Vista) for her service in the CAC since May 2020, as well as staff members Patrick Welch, Senior Legislative Manager, and Elaine Mezta, Key Accounts Manager.
- The CAC approved the consent agenda, which included the December meeting minutes, updates on Marketing, Public Relations, and Government Affairs, Customer Operations, and Regulatory and Legislative Affairs. Members received staff reports and briefings for all items.

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- The CAC heard a presentation on the 2024 Projected Rate Changes, and the Programs team provided an update on SDPC's Flex Load Strategy. Members has questions regarding credit rating goals, how SDCP account for difference in seasons when setting rates, customer safety and protections as part of a Distributed Energy Resources Management System (DERMS), and SDCP incentives to purchase grid-enabled devices.
- The CAC also heard end of committee reports for its Programs Ad-Hoc Committee and its Community & Equity Ad-Hoc Committee. Following the reports, members discussed the need for additional programs-specific ad-hoc committees of shorter duration, and formed the following ad-hoc committees:
  - Community Grants Ad-Hoc Committee, through which Members Castañeda (National City), Harris (La Mesa), and Sclafani (Chula Vista) will meet to provide feedback on the criteria proposed for SDCP's next round of Community Grant Program; and
  - Power 100 Ad-Hoc Committee, through which Members Cazares (La Mesa), Hammond (Encinitas), Andersen (County of San Diego), Sandoval (Imperial Beach), and Castañeda (National City) will discuss strategies to support businesses and community-based organizations in opting up to Power 100.
- The CAC discussed and recommended that the Board of Directors approve the CAC's Scope of Work and Policies and Procedures by a unanimous vote.
- Lastly, the CAC received an update on the proposed 2024 CAC Work Plan. Staff leveraged the CAC Community & Equity Ad-Hoc Committee to solicit and receive feedback on proposed changes for 2024 and will present a draft for Board consideration during its February 22, 2024 regular meeting.
- Committee members had no announcements or further recommendations on potential agenda items for the Board of Directors.

As of January 11, 2024, the CAC has two vacancies representing the County of San Diego (unincorporated). Members of the public must be residents, community leaders, and/or business owners of the respective jurisdictions and may submit their applications electronically. The vacancies have been advertised at meetings, community events, and through SDCP's social media.

## **COMMITTEE REVIEW**

N/A

## **FISCAL IMPACT**

There is no fiscal impact associated with this item.

## ATTACHMENTS

Attachment A: Community Advisory Committee January 11, 2024 Regular Meeting Agenda



## AGENDA

## Regular Meeting of Community Advisory Committee San Diego Community Power (SDCP)

January 11, 2024 5:30 p.m.

City of San Diego Metropolitan Operations Complex (MOC II) Auditorium 9192 Topaz Way, San Diego, CA 92123

> Alternate Location: 7354 Eads Avenue, San Diego, CA 92037

The meeting will be held in person at the above date, time and location. Community Advisory Committee (CAC) Members and members of the public may attend in person. Under certain circumstances, CAC Members may also attend and participate in the meeting virtually pursuant to the Brown Act (Gov. Code § 54953). As a convenience to the public, SDCP provides a call-in option and internet-based option for members of the public to virtually observe and provide public comments at its meetings. Additional details on in-person and virtual public participation are below. Please note that, in the event of a technical issue causing a disruption in the call-in option or internet-based option, the meeting will continue unless otherwise required by law, such as when a CAC Member is attending the meeting virtually pursuant to certain provisions of the Brown Act.

**Note**: Any member of the public may provide comments to the Community Advisory Committee (CAC) on any agenda item. When providing comments to the CAC, it is requested that you provide your name and city of residence for the record. Commenters are requested to address their comments to the CAC as a whole through the Chair. Comments may be provided in one of the following manners:

- 1. Providing Oral Comments During Meeting. Anyone attending in person desiring to address the CAC is asked to fill out a speaker's slip and present it to the CAC Chair or the Secretary. To provide remote comments during the meeting, join the Zoom meeting by computer, mobile phone, or dial-in number. On Zoom video conference by computer or mobile phone, use the "Raise Hand" feature. This will notify the moderator that you wish to speak during a specific item on the agenda or during non-agenda Public Comment. Members of the public will not be shown on video but will be able to speak when called upon. If joining the meeting using the Zoom dial-in number, you can raise your hand by pressing \*9. Comments will be limited to three (3) minutes.
- 2. Written Comments. Written public comments must be submitted prior to the start of the meeting by using this (web comment form). Please indicate a specific agenda item when submitting your comment. All written comments received prior to the meeting will be provided to the CAC members in writing. In the discretion of the Chair, the first ten (10) submitted comments shall be stated into the record of the meeting. Comments read at the meeting will be limited to the first 400 words. Comments received after the start of the

#### AGENDA – COMMUNITY ADVISORY COMMITTEE – SAN DIEGO COMMUNITY POWER

meeting will be collected, sent to the CAC members in writing, and be part of the public record.

If you have anything that you wish to be distributed to the CAC, please provide it via <u>xcrespo@sdcommunitypower.org</u>, who will distribute the information to the Members.

The public may participate using the following remote options:

Teleconference Meeting Webinar

https://zoom.us/j/93647500600

Telephone (Audio Only)

(669) 900-6833 or (253) 215-8782 | Webinar ID: 936 4750 0600

**WELCOME** 

ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGMENT

SPECIAL PRESENTATIONS AND INTRODUCTIONS

#### ITEMS TO BE WITHDRAWN OR REORDERED ON THE AGENDA

#### PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA

Opportunity for members of the public to address the CAC on any items not on the agenda but within the jurisdiction of the CAC. Members of the public may provide a comment in either manner described above.

#### CONSENT CALENDAR

All matters are approved by one motion without discussion unless a CAC member requests a specific item to be removed from the Consent Calendar for discussion. A member of the public may comment on any item on the Consent Calendar in either manner described above.

- 1. Approval of December 7, 2023 CAC Meeting Minutes
- 2. Update on Marketing, Public Relations, and Government Affairs
- 3. Update on Customer Operations
- 4. Update on Regulatory and Legislative Affairs

AGENDA – COMMUNITY ADVISORY COMMITTEE – SAN DIEGO COMMUNITY POWER

#### REGULAR AGENDA

The following items call for discussion or action by the CAC.

#### 5. Presentation on the Update on 2024 Projected Rate Changes

Recommendation: Receive and File presentation on the Update on 2024 Projected Rate Changes

#### 6. Update on Flex Load Strategy

Recommendation: Receive and File Update on Flex Load Strategy

#### 7. Community & Equity Ad-Hoc End of Committee Report

Recommendation: Receive and File the Community & Equity Ad-Hoc End of Committee Report

#### 8. Programs Ad-Hoc End of Committee Report

Recommendation: Receive and File the Programs Ad-Hoc End of Committee Report

#### 9. Discussion of the Creation of New Ad-Hoc Committees

Recommendation: Discuss the Creation of New Ad-Hoc Committees and Approve Any

#### **10.** Approval of Amendments to the CAC Scope of Work

Recommendation: Recommend Board Approval of Amendments to the CAC Scope of Work

#### **11. Approval of Amendments to the CAC Policies and Procedures**

Recommendation: Recommend Board Approval of Amendments to the CAC Policies and Procedures

#### 12. Update on 2024 CAC Work Plan

Recommendation: Receive and File the Update on the 2024 CAC Work Plan

#### DISCUSSION OF POTENTIAL AGENDA ITEMS FOR BOARD OF DIRECTORS MEETINGS

There are two ways that the CAC may bring items to the attention of the Board:

1. Standing Board Agenda Item: CAC Report. The CAC report may be a standing item on the Board agenda, in which the CAC Chair or CEO reports on updates related to a recent CAC meeting. Consistent with the Brown Act, items raised during the CAC report may not result in extended discussion or action by the Board unless agendized for a future meeting.

#### AGENDA – COMMUNITY ADVISORY COMMITTEE – SAN DIEGO COMMUNITY POWER

2. Suggesting Board Agenda Items: The CAC may suggest agenda items for a Board of Directors meeting agenda. Such agenda items would allow extended discussion or action by the Board. These must have prior approval of the SDCP Chief Executive Officer and the Chair of the Board of Directors to be added onto 4 the agenda. If approval is provided, staff must be given at least 5 days before the date of the Board meeting to work with the CAC to draft any memos and materials necessary.

#### **COMMITTEE MEMBER ANNOUNCEMENTS**

Committee Members may briefly provide information to other members and the public. There is to be no discussion or action taken on comments made by Committee Members unless authorized by law.

#### **ADJOURNMENT**

#### Availability of Committee Documents

Copies and packet of the adenda adenda are available at https://sdcommunitypower.org/resources/meeting-notes/. Late-arriving documents related to a CAC meeting item which are distributed to a majority of the Members prior to or during the CAC meeting are available for public review as required by law. Public records, including agendarelated documents, can instead be requested electronically at info@sdcommunitypower.org or by mail to SDCP at PO Box 12716, San Diego, CA 92112. The documents may also be posted at the above website. Such public records are also available for inspection, by appointment, at San Diego Community Power, 2305 Historic Decatur Road, Suite 200, San Diego, CA 92106. Please contact info@sdcommunitypower.org to arrange an appointment.



## SAN DIEGO COMMUNITY POWER Staff Report – Item 9

To:	San Diego Community Power Board of Directors
From:	Laura Fernandez, Director of Regulatory & Legislative Affairs Aisha Cissna, Senior Policy Manager Patrick Welch, Senior Legislative Manager Stephen Gunther, Senior Regulatory Analyst
Via:	Karin Burns, Chief Executive Officer
Subject:	Update on Regulatory and Legislative Affairs
Date:	January 18, 2024

## RECOMMENDATIONS

Receive and file the update on regulatory and legislative affairs.

#### BACKGROUND

Staff will provide regular updates to the Board of Directors regarding SDCP's regulatory and legislative engagement.

## **ANALYSIS AND DISCUSSION**

## A) Regulatory Updates

# *Final Decision Conditionally Approving Extended Operations at Diablo Canyon Nuclear Power Plant Pursuant to Senate Bill 846*

On December 14, 2023, the CPUC adopted a <u>Final Decision</u> directing and authorizing extended operations at Diablo Canyon Nuclear Power Plant (DCPP) until October 31, 2029 (Unit 1) and October 31, 2030 (Unit 2), pursuant to Senate Bill (SB) 846. DCPP is owned and operated by Pacific Gas and Electric (PG&E) with a combined generation capacity of 2,240 megawatts (MW).

The Decision outlines several conditions to the approval of extended operations as well as other related processes and considerations. Relevant to SDCP, the Decision allocates the costs and benefits of extended DCPP operations among all load-serving entities (LSE) subject to the Commission's jurisdiction.

- The process for allocating costs to the LSEs within each IOU's territory shall use the Cost Allocation Mechanism (CAM), as recommended by CalCCA and others, using the 12-month coincident demand methodology.
- The Commission finds it fair and reasonable to **allocate Resource Adequacy (RA) benefits** in the same manner as eligible costs (via CAM).
  - This decision recognizes that extending the RA credits for a 2,300 MW resource such as DCPP may have impacts on the RA market and, potentially, the Planning Reserve Margin established for LSEs in a future RA proceeding.
  - RA benefits are allocated to each IOU on the basis of 12-month coincident peak demand, then among each large IOU's LSEs.
  - RA benefits shall be allocated to LSEs as a load decrement using a process that mirrors the CAM process.
- PG&E shall offer to LSEs that are paying for extended operations of DCPP the ability to use their share of DCPP's GHG-free attributes for their power content label.
  - The existing process for voluntarily offering the GHG attributes of certain resources to LSEs, as adopted in D.22-06-066, will be used as a model.

## B) Federal Activities Report

On Tuesday, December 13, 2023, San Diego Representative Mike Levin introduced the Clean Electricity and Transmission Acceleration (CETA) Act as H.R. 6747. Rep. Levin cochairs the House Sustainable Energy and Environment Coalition Clean Energy Deployment Task Force. SDCP has endorsed CETA, and <u>the press release</u> introducing the legislation featured a quote from SDCP CEO Karin Burns, who said that the bill will "strengthen grid reliability and enable projects that will reduce greenhouse gas emissions from the energy sector."

CETA focuses on improving the deployment of long-distance transmission power lines to connect more renewable energy resources to the grid. It does this through a number of mechanisms, including a 30% transmission investment tax credit and improvements to interregional transmission planning. It also seeks to promote development of renewable energy projects on federal lands, with revenues going to conservation efforts. Finally, the bill would establish a national offshore wind permitting target and seeks to improve community engagement by, for example, requiring that agencies complete community impacts reports.

CETA is endorsed by 74 Democrats. There aren't any Republican co-sponsors. The legislation has been referred to nine committees.

## C) State Legislative Activities Update

The Legislature convened for the 2024 legislative year on January 3. Legislators have until February 16 to introduce new bills. The session ends at midnight on August 31. This will be the first full year of leadership for new Assembly Speaker Robert Rivas, who recently replaced Assemblymember Anthony Rendon after he served in the post for seven years. Just before the new year, Speaker Rivas exercised his power to shape the membership of important committees; he replaced Assemblymember Eduardo Garcia with Assemblymember Cottie Petrie Norris as chair of the Assembly Utilities & Energy Committee. She represents the Irvine area and has not authored any energy related legislation in her time in elected office. The State Senate will also soon be under new leadership. In February, Senator Mike McGuire will replace Senator Toni Atkins as pro Tem (she terms out in 2024). Senator McGuire has not announced if he will make any committee assignment changes.

Governor Newsom released his January budget proposal on January 10. This is a constitutionally required action and sets the stage for six months of legislative debate about the state's finances and associated policies. This is expected to be a tough budget year. Due to a decline in the stock market and a major delay in tax receipts, the Governor anticipates that the state faces a \$37.9 billion shortfall, while the Legislative Analyst's Office estimates the state could face a \$68 billion deficit.

The Governor proposes to pull \$13.1 billion from the state's rainy-day fund and to make \$8.5 billion in cuts (along with some program delays and deferrals) to close the budget gap. The Governor proposes to cut or delay some energy programs, including a delay of \$200 million at the CPUC for residential solar + storage and an elimination of \$283 million for the Equitable Building Decarbonization program at the California Energy Commission. Importantly, the Governor does not want to reduce the budget for the Strategic Reliability Reserve, which is a suite of energy programs intended to help keep the lights on during extreme weather events that strain the grid in the summer. The Governor also wants to maintain most of the \$10 billion for zero-emission vehicle programs appropriated in the last two budget cycles. He is proposing some minor delays in some areas, such as the Equitable At-Home Charging program.

While there are some proposed cuts to programs that align with SDCP priorities, given the budget deficit faced by the state, it is notable that the Governor is proposing to preserve most energy and zero-emission related funding. Preservation of the Strategic Reliability Reserve is also important and notable, given the continued likelihood of capacity shortfalls on the grid during summer months through 2026. The Governor will propose various trailer bills in the coming weeks to accompany his budget proposal. The Governor last year used the trailer bill process to introduce his concept of central procurement, which was eventually signed into law. The Governor has yet to release the associated trailer bills for this year's budget and it remains unclear if he will propose any major energy policies.

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# AD-HOC COMMITTEE AND/OR SUBCOMITTEE REVIEW N/A

## FISCAL IMPACT N/A

## **ATTACHMENTS**

N/A





#### SAN DIEGO COMMUNITY POWER Staff Report – Item 10

To: San Diego Community Power Board of Directors

From: Kiran Singh, Director Data Analytics & IT

Via: Karin Burns, Chief Executive Officer

Subject: Approval of Fourth Amendment to the Professional Services Agreement with Brentech Inc. to increase the not-to exceed contract value to \$246,720 in Fiscal Year (FY) 2023-24 for equipment and non-equipment (also referred to as IT Consulting Services) through June 30, 2024

Date: January 18, 2024

#### RECOMMENDATIONS

Approve the fourth amendment to the Professional Services Agreement with Brentech Inc. (Brentech Agreement) to increase the not-to-exceed contract value to \$246,720 (\$126,720 for non-equipment also referred to as IT consulting services and \$120,000 for equipment) in FY23-24 and to authorize the Chief Executive Officer to execute the agreement.

#### BACKGROUND

On August 17, 2021, San Diego Community Power (SDCP) approved the Brentech Agreement for computer and information technology (IT)-related services and technical labor through June 30, 2022 with a not-to-exceed amount of \$48,000 (\$24,000 for non-equipment services and \$24,000 for equipment).

Brentech Inc. is one of San Diego's longest established computer and information technology solutions providers servicing San Diego, Riverside, and Orange Counties with business solutions for over 40 years.

Brentech Inc. provides full IT, cloud-based services, and computer system services including:

- Purchase and setup of business-class laptops
- Configuration of cloud-based systems including Microsoft 365, Microsoft application suite (e.g. Word, Excel, Teams, etc.), Microsoft Azure, Microsoft Authenticator, Adobe Acrobat DC, etc.
- Setup, configure, and manage Microsoft 365 accounts for all Staff members
- Setup, configure, and manage miscellaneous email inboxes (Exchange setups)

- Provision of support services to staff members regarding any IT/computer related inquiries, issues, and troubleshooting:
- Advise, establish, configure, and manage IT and network security protocols, policies, best practices, and trainings.
- Assist with, resolve, and report on security breaches (including but not limited to hacking, phishing incidents, virus installations, and all other compromises of SDCP systems and networks).
- Work with and assist SDCP contracted vendors to conduct regular and periodic security audits, including installing monitoring and reporting clients for audit purposes.

Subsequently, on July 29, 2022, SDCP amended and extended the Brentech Agreement through June 29, 2022 with a not-to-exceed amount for FY22-23 of \$73,000 (\$33,000 for non-equipment services and \$40,000 for equipment).

After the amendment, on February 1, 2023, SDCP hired an IT Associate as SDCP desired to transition its IT services from Brentech Inc. to be delivered internally. This transition was intended to be in parallel to retaining Brentech Inc. in the short term to ensure continuity in IT services.

On April 27, 2023, SDCP approved a second amendment with Brentech Inc. for computer and information technology-related services and technical labor through June 30, 2024, with a not-to-exceed amount of \$77,380 (\$34,980 for non-equipment services and \$42,400 for equipment).

Since the second amendment, SDCP's IT Associate position has been vacated and SDCP has therefore required additional services from Brentech Inc. to ensure business operations were not negatively impacted. Those services include an on-site IT Technician which resulted in a significant increase in hours billed. SDCP is currently in the process of reviewing applications for an IT Manager role as well as posting of an IT Systems Engineer position to create a worldclass IT and Data Analytics team and transition the IT function internally; therefore reducing the dependency on external vendors for such services.

On June 22, 2023, the SDCP Board adopted its FY23-24 budget which included in its hiring plan a new Director of IT and Data Analytics. An additional 300 contract hours was estimated to cover the agency's need for an IT consultant until the establishment of an internal IT department.

On September 28, 2023, the SDCP Board approved a third amendment with Brentech Inc. to increase the not-to-exceed amount of \$112,360 (\$69,960 for non-equipment services also referred to as IT consulting services and \$42,400 for equipment). An additional 300 contract hours was estimated to cover the agency's needs for an IT consultant until the establishment of an internal IT department.

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On November 1, 2023 SDCP entered a new sublease agreement and moved office spaces. Brentech Inc. facilitated the move with regards to all IT matters, which resulted in substantial usage of contract hours. While SDCP has not yet hired an IT Systems Engineer to reduce the demand of contracted hours with Brentech, Inc., SDCP has onboarded a Director of IT and Data Analytics to continue its commitment to building its in-house IT services functions.

#### ANALYSIS AND DISCUSSION

Staff recommends increasing the Brentech Inc. Agreement for a not-to-exceed amount of \$246,720 (\$126,720 for non-equipment also referred to as IT consulting services and \$120,000 for equipment) in FY23-24.

The third amendment stated a not-to-exceed amount of \$69,960 for non-equipment services which equates to 300 contract hours. SDCP estimates an additional 960 hours of service is needed from Brentech Inc. for the remainder of FY23-24. The services included are all on-site IT Consultant or Technician responsibilities such as new employee onboarding, troubleshooting hardware and software, network maintenance, Board and committee meeting setup, internal presentation or meeting equipment setup and other various IT related tasks.

SDCP plans to release a Request for Proposal for IT Consultant services in the first half of 2024.

#### **COMMITTEE REVIEW**

N/A

#### **FISCAL IMPACT**

Given the vacancy in SDCP's IT Associate position and the recent move to SDCP's new offices, SDCP anticipates shifting FY23-24 cost savings in personnel to offset the increase in professional services resulting from this Amendment. Cost of this action includes an increase to the Agreement's not-to-exceed amount of \$246,720 (\$126,720 for non-equipment also referred to as IT consulting services and \$120,000 for equipment through June 30, 2024.

#### ATTACHMENTS

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Attachment A: Fourth Amendment to Professional Services Agreement Between San Diego Community Power and Brentech Inc.

#### AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT BETWEEN SAN DIEGO COMMUNITY POWER AND BRENTECH INC.

THIS FOURTH AMENDMENT ("**Fourth Amendment**") is entered into as of this 18<sup>th</sup> day of January 2024 by and between SAN DIEGO COMMUNITY POWER, a California joint powers authority ("**SDCP**") and BRENTECH INC., a California corporation ("**Consultant**"). SDCP and Consultant are sometimes individually referred to herein as the "**Party**" and collectively as the "**Parties**."

## **RECITALS**

WHEREAS, the Parties entered into that certain Professional Services Agreement between San Diego Community Power and Consultant, dated August 17, 2021, a First Amendment to the Professional Services Agreement, dated July 29, 2022, and a Second Amendment to the Professional Services Agreement, dated April 27, 2023, and a Third Amendment to the Professional Services Agreement, dated September 28, 2023 (collectively, the "Agreement");

WHEREAS, pursuant to the Agreement, Consultant provides computer-related and information technology ("IT")-related services and technical labor services to SDCP; and

WHEREAS, the Parties desire to amend the Agreement to revise the scope of work, and to increase the not-to-exceed amount.

#### AGREEMENT

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. <u>Recitals</u>. The Recitals set forth above are true and correct and are incorporated into the body of this Amendment as though expressly set forth herein.

2. <u>Amendment of Section 3.1.1</u>. Section 3.1.1 of the Agreement is amended to increase the not-to-exceed amount for fiscal year 2023-24 to One Hundred and Twenty Six Thousand Seven Hundred and Twenty Dollars (\$126,720).

3. <u>Amendment of Section 3.1.2.</u> Section 3.1.2 of the Agreement is amended to increase the not-to-exceed amount for fiscal year 2023-24 to One Hundred and Twenty Thousand Dollars (\$120,000).

4. <u>Amendment of Exhibit C.</u> Exhibit C is hereby replaced in its entirety with a new and modified Exhibit C, attached hereto.

5. <u>Effect of Amendment</u>. Except as expressly set forth in this Amendment, all other sections, provisions, exhibits and commitments of the Agreement remain unchanged and in full force and effect.

6. <u>Capitalized Terms</u>. Any capitalized terms not defined herein shall have the meanings set forth in the Agreement.

7. <u>Counterparts</u>. This Amendment may be executed in one or more counterparts, including facsimile counterparts, each of which shall, for all purposes, be deemed an original and all such counterparts, taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Amendment to the Professional Services Agreement between San Diego Community Power and BrenTech Inc., as of the date first set forth above.

#### SAN DIEGO COMMUNITY POWER

**BRENTECH, INC.** 

By:\_\_\_\_\_

By:\_\_\_\_\_

Name: Karin Burns

Title: Chief Executive Officer

APPROVED AS TO FORM:

SDCP General Counsel

Name: Daniel Brenner

Title: President

## EXHIBIT C

## **COMPENSATION BILLING RATES**

Consultant will provide 75 Contract Hours of services for eight-thousand seven-hundred and forty-five dollars (\$8,745), with the ability to purchase additional 75 Contract Hours, not to exceed 960 Contract Hours. SDCP will pay a retainer of \$8,745 for each 75 Contract Hours under this Agreement. Consultant will charge a one-hour minimum charge for all onsite service calls. Consultant will charge for remote access support in 15-minute increments. Consultant will provide free voice telephone support with this service agreement during normal business hours.

Consultant will invoice SDCP for work performed according to the charge provisions set above and at contract hour rates set below.

Title	Amount
Technician	Technician 1.0 contract hours for each hour worked
Engineer	Engineer 1.25 contract hours for each hour worked

All labor and support, and telephone support performed after normal business hours are billed at 1.5 times above contract technician and engineering contract hour rates above.

If labor is required in excess of the 960 Contract Hours, at SDCP's sole discretion and subject to request and approval from SDCP, Consultant will charge for labor time at standard labor rates set below:

Title	Amount per Hour		
Technician	\$168.54		
Engineer	\$210.94		

All labor performed after normal business hours are billed at 1.5 times the standard labor rates. At no point shall the amount billed by Consultant exceed the Compensation amount set forth in Section 3.1 of the Agreement unless approved by SDCP in accordance with Section 3.1, subsections 3.1.1 & 3.1.2.

## EQUIPMENT

Any equipment, parts, supplies, and/or other ancillary costs requested by SDCP for procurement by Consultant will be sent to SDCP for approval before being purchased by Consultant and invoiced to SDCP as a pass-through cost.

## **TRAVEL TIME**

All time charged against the agreement will include a round trip travel charge for areas outside of the local area, calculated as travel time North of Hwy 78, South of Hwy. 94, and East of 67 Hwy, **billed in 15-minute increments beginning at perimeter of local area.** 



#### SAN DIEGO COMMUNITY POWER Staff Report – Item 11

То:	San Diego Community Power Board of Directors
From:	Jen Lebron, Director of Public Affairs
Via:	Karin Burns, Chief Executive Officer
Subject:	Approval of the Marketing Community Initiative Partnership with TEGNA through December 31, 2024.
Date:	January 18, 2024

#### RECOMMENDATION

Approve TEGNA Marketing Community Initiative Partnership Agreement for messaging strategy, video production, long-form interviews, & digital support services.

#### BACKGROUND

San Diego Community Power (SDCP) is seeking to partner with San Diego's mostwatched local media outlet that can publicize and align SDCP with a cause-related community campaign. SDCP would like to execute a fully integrated campaign with both promotional and news elements. TEGNA, which owns local television station KFMB-TV/CBS 8, can provide a media strategy and assets that will spotlight SDCP and its benefits to both the greater community and to organizations that are working to tackle local issues such as the housing crisis, food insecurity, and inflationary pressures.

#### ANALYSIS AND DISCUSSION

Staff recommends executing this TEGNA Marketing Community Initiative Partnership Agreement to allow SDCP to spread the word about its service to the community and opportunities to highlight program offerings that support customers.

As part of its Community Initiative Partnership, SDCP will be the primary sponsor of segments that feature nonprofits in the region that are supporting communities of concern and making a positive impact on the region at large.

Some of the deliverables as part of the agreement include:

- Billboards
- Long Form Segments that explain what SDCP is and how it is making an impact on San Diegans

- 30- and 15-second advertisements that encourage customers to take advantage of SDCP benefits that will air on San Diego CBS and CW affiliate television stations and streaming services
- A 30-minute special CBS8+, a streaming service
- Promos for the special
- CBS8.com Home Page Take Over

TENGA estimates that the package will provide more than 10 million impressions through paid media opportunities before taking into account viewership of earned media opportunities. The cost of 1.7 cents per impression provides value to SDCP customers who should take advantage of programmatic offerings.

TEGNA owns 64 news brands in 51 markets, including CBS8 and the CW in San Diego, making it one of the largest and geographically diverse broadcasters in the U.S. TEGNA is also the largest owner of "Big Four" affiliates in the top-25 markets among independent station groups and reach approximately 40 percent of all TV households nationwide.

The partnership provides a unique opportunity for SDCP to greatly expand its marketing reach while supporting a local media outlet.

#### **FISCAL IMPACT**

The cost of this Agreement through December 31, 2024 is \$174,044.

#### **ATTACHMENTS**

Attachment A: TEGNA Community Partnership KFMB Scope of Work



#### MARKETING COMMUNITY INITIATIVE PARTNERSHIP SCOPE OF WORK

#### **OVERVIEW**

San Diego Community Power and TEGNA will partner together to spotlight SDCP and the benefits to the greater community and organizations that are working to tackle issues such as food insecurity, housing crisis and inflationary pressures.

#### **BUSINESSS OBJECTIVES THIS YEAR**

- Partner with a strong local media/TV outlet to publicize, brand and align with a cause related community campaign.
- Execute a fully integrated campaign with both promotional and news elements.

#### **COMMUNITY AWARENESS**

#### January 2024 – December 2024

*Focus is* on community awareness and engagement. Specifically, we will look to tell the stories of organizations that are working to help the San Diego community at large.

#### Deliverables

#### 1. <u>Messaging Strategy</u>

1. <u>Messaging Sualegy</u>	
In Content Franchise Open Working For Our Community-:05 Billboards	52x
San Diego Living Production Long Form Segments 2:30 – SDCP final approval before air	4x
KFMB Production :30 – SDCP final approval before air	4x
KFMB Production :15 – SDCP final approval before air	4x
San Diego Living 2:30 to air CBS/CW	24x
:30 to air on CBS/CW	357x
:15 to air on CBS/CW	135x
Working For You 30-minute special CBS8+	Зx
Working For You Promos	180x
Premion Streaming :30	1,445,783
Audience Marketplace retargeting :15	210,526
CBS8+ 30 Minute Special posted	n/a
CBS8+ production of SDCP intro segment if desired-	1x
CBS8.com Home Page Take Over	6x
CBS8.com Pre-roll	210,526

#### 2. Video Production

Based on the messaging strategy, KFMB Stations will subsequently develop one (1) :05 second video franchise open for Working For Our Community weekly news, (4) :30's and (4) :15's-(one per quarter as needed for messaging). KFMB will also produce six (3) thirty-minute specials between January 2024 and December 2024. All news editorial content will air at the sole discretion of the KFMB stations content team.



3. Long-Form Interviews

TEGNA will pre-record and coordinate details for twelve (4) versions of San Diego Living Segments to spotlight grant recipient organizations. These 2:30 broadcast TV segments will be pre-recorded and includes final approval by SDCP prior to airing.

4. Digital Support

TEGNA will execute twelve (6) home page takeovers during the campaign. SDCP will provide creative per TEGNA specs provided separately. If needed KFMB Stations can produce creative with SDCP final approval to run for the duration of the campaign.

#### INVESTMENT

The investment for KFMB Station's marketing services as outlined in this scope of work is as follows:

- Total Inclusive Program Investment: \$175,044 Gross
- Jan-June \$7294 gross monthly/July-December \$21,880 gross monthly

Annual sponsorship includes first right of refusal by 11/1/2024 for 2025.

#### AUTHORIZATION

The below parties agree to the deliverables and terms outlined in this scope of work.

For SDCP:

#### For TEGNA:

Signature

Signature

Printed Name

Printed Name

Title

Title



#### SAN DIEGO COMMUNITY POWER Staff Report – Item 12

To: San Diego Community Power Board of Directors

From: Xiomalys Crespo, Community Engagement Manager

Via: Karin Burns, Chief Executive Officer

Subject: Approval of Amendments to the CAC Scope of Work and Policies and Procedures

Date: January 18, 2024

#### RECOMMENDATION

Recommend Approval of Amendments to the Community Advisory Committee's (CAC):

- a. Scope of Work
- b. Policies and Procedures

#### BACKGROUND

Per Section 5.10.3 of the San Diego Community Power (SDCP) Joint Powers Authority (JPA) Agreement:

The Board shall establish a Community Advisory Committee comprised of non-Board members. The primary purpose of the Community Advisory Committee shall be to advise the Board of Directors and provide for a venue for ongoing citizen support and engagement in the strategic direction, goals, and programs of the Authority. The Community Advisory Committee is advisory only, and shall not have decision-making authority, nor receive any delegation of authority from the Board of Directors. Each Party may nominate a committee member(s) and the Board shall determine the final selection of committee members, who should represent a diverse cross-section of interests, skills sets and geographic regions.

#### ANALYSIS AND DISCUSSION

#### Scope of Work

To provide specific guidance to CAC members on the roles and responsibilities of the CAC, staff is recommending amendments to the Scope of Work approved at the January

30, 2020 Board of Directors meeting and last amended during its August 26, 2021 meeting.

Concurrent to revisions to the annual CAC Work Plan and the Standard Operating Procedures, staff worked with CAC Ad-Hoc Committee members to revise the CAC Scope of Work to better capture member duties and clarify processes and authority. The Community and Equity Ad-Hoc Committee discussed potential amendments to the CAC Scope of Work during the November 6, 2023 and the December 4, 2023 meetings.

The proposed amendments include changing the time frame of the CAC Work Plan from fiscal years to calendar years to better track outcomes independent of member terms, streamlining language to clearly reflect SDCP's priority of justice, equity, diversity, and inclusion and the CAC's equity overview focus, and specifying the role of members in representing all our member agencies.

#### Policies and Procedures

Previously named "Standard Operating Procedures" and last discussed at the CAC during its July 8, 2022 regular meeting, the proposed amendments to the CAC Policies and Procedures are an effort to streamline and clarify guidance around compliance relating to CAC membership, meetings, and processes. Staff worked with SDCP's legal counsel to create these changes, which are expected to enhance committee and meeting efficiency.

Of note, staff has included the Membership Terms and Criteria, a previously separate document, in the proposed Policies and Procedures to create a single document relating to the policies, procedures, and membership of the CAC that members may more efficiently reference.

Additionally, recommended amendments include: consolidating various sections under new headings; outlining the member selection process; clarifying term duration after a vacancy is filled and term limits are reached; establishing the bylaws as meeting procedure unless otherwise provided in the Policies and Procedures; reaffirming that no items suggested during a regular meeting can be discussed unless included in the agenda; and adding Brown Act language regarding social media and email addresses.

## 2024 CAC Work Plan

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Staff leveraged the formation of the Community & Equity Ad-Hoc Committee to discuss changes to these key documents as well as revisions to the CAC work plan. Proposed changes to the current workplan include: clarifying strategies under each focus to better track progress and outcomes; specifying proposed educational presentations; defining information-sharing protocols to activate member advocacy; deleting redundant areas of focus; updating areas of focus to reflect status of implementation; and adding Civic Engagement and Participation as an area of focus to explore and develop ways to increase participation at CAC meetings, leverage CAC members' networks, and foster CAC member turnover resiliency. Should the CAC recommend Board approval of these revisions at their next meeting, the 2024 CAC Work Plan is expected to be agendized at the February 22, 2024 Board of Directors meeting for review and approval.

#### **COMMITTEE REVIEW**

During its January 11, 2024 regular meeting, the CAC unanimously recommended that the Board approve the proposed Scope of Work and Policies and Procedures.

#### **FISCAL IMPACT**

There is no fiscal impact associated with this update.

#### **ATTACHMENTS**

Attachment A: Proposed Community Advisory Committee (CAC) Scope of Work Attachment B: Proposed Community Advisory Committee (CAC) Policies and Procedures Attachment C: Proposed Changes to the Community Advisory Committee (CAC) 2024 Work Plan





# **Community Advisory Committee**

## Scope of Work - DRAFT

Amended by the Board of Directors on \_\_\_\_ XXXX

The purpose of the San Diego Community Power (SDCP) Community Advisory Committee (CAC) is to advise the Board of Directors and provide for a venue for ongoing citizen support and engagement in the strategic direction, goals, and programs of SDCP, as stated in section 5.10.3 of the SDCP Joint Powers Authority Agreement. This Scope of Work may be amended at the Board's discretion.

The CAC will, under the direction of the Board of Directors and authorized SDCP staff:

- 1. Provide a venue for ongoing citizen support and engagement in the strategic direction, goals, and programs of SDCP;
- 2. Elect CAC officers and define priorities and duties within its scope to ensure the Committee can operate independently and collaboratively, with limited support from SDCP staff;
- 3. Adopt a work plan at the start of every calendar year that aligns with the defined objectives and scope approved by the Board of Directors to assist in decision-making;
- 4. Assist the Board in identifying issues of concern and opportunities to educate commity members about SDCP;
- 5. Provide monthly reports and quarterly updates to the Board of Directors with findings and recommendations æmay be needed;
- 6. Represent the views, concerns, priorities, and needs of their member agencies and the larger community in comments and recommendations;
- 7. Incorporate language around equity, diversity, and inclusion in discussions as they relate to SDCP operations
- 8. Support the planning and engagement of community outreach events and special projects as appropriate; and
- 9. Inform community members of current SDCP rates, goals, and programs, and encourage participation in publicly noticed meetings.



# **Community Advisory Committee**

# Policies and Procedures - DRAFT

The purpose of the San Diego Community Power (SDCP) Community Advisory Committee (CAC) is to advise the SDCP Board of Directors and provide a venue for ongoing citizen support and engagement in the strategic direction, goals, and programs of SDCP, as stated in section 5.10.3 of the SDCP Joint Powers Authority (JPA) Agreement. The CAC plays an important role in ensuring transparency, accountability, and effective community engagement within SDCP; the CAC is required to comply with the Ralph M. Brown Act (Brown Act), which requires all meetings of the CAC to be open and public.

This document provides policies and procedures on CAC membership, meetings, how the CAC will operate and interact with SDCP staff and the Board, and other matters.

## I. Membership

## A. Membership Criteria

The CAC shall consist of two (2) members from each member agency (currently a total of 14). This composition may be revisited by the Board if new member agencies are added to SDCP.

Members shall be residents, business owners, employees or representatives of a community-based organization located within one of the member agencies of SDCP. There shall be at least one (1) CAC member that is a renter within SDCP's service territory and one (1) that is a business owner.

SDCP aims to ensure a wide variety of perspectives and participation on the CAC, consistent with its core mission, vision, and principles.

Members commit to fulfilling the role and responsibilities outlined under these Policies and Procedure and the CAC's Scope of Work.

## B. Selection Process

Each Board Director may nominate a committee member and the Board shall determine the final selection by a simple majority vote. When reviewing applicants for membership, the Board of Directors should seek to ensure that the CAC represents a diverse crosssection of interests and skills sets and should prioritize members, when feasible, from diverse social, economic, and racial backgrounds that are representative of all residents within the service territory of SDCP.

Applicants must be committed to attending regular CAC meetings and occasional SDCP Board meetings.



## C. Term Limits

Members serve staggered three-year terms, with a limit of two (2) consecutive terms. If a member is appointed to serve a partial term for more than 18 months, that partial term will be considered a full term for purposes of this provision.

## D. Resignation

CAC members may resign their position by sending a written resignation letter addressed to the Board of Directors or Board Secretary. The notice of resignation may specify a date on which the resignation will become effective. If a CAC member ceases to reside or do business within the member agency service area from which they were appointed, the member is deemed to have resigned their CAC membership.

## E. Removal

CAC members may be removed by a majority vote of the Board of Directors should the Board determine that the member has failed to comply with these Policies and Procedures or for any other cause or no cause in the sole direction of the Board. If a member misses four (4) consecutive meetings, they may be removed by the Chair of the Board of Directors upon written notification from the Board Chair, unless excused for good cause by the Board Chair.

## F. Vacancy

If at any time a vacancy occurs on the CAC, a replacement shall be appointed to serve the remainder of the former member's term.

## II. Responsibilities of CAC Members

## A. General Responsibilities

CAC Members will: (a) attend each meeting or inform SDCP staff and the CAC Chair if they will be late or absent; (b) prepare for meetings by reviewing information provided in advance, including agendas, minutes, staff reports, and attending briefings prior to the meeting; (c) commit to fostering a safe, respectful, and inclusive environment; (d) if requested, and where feasible, participate in sub- or ad-hoc work groups that may be established to cover specific topics; and (e) provide comments and questions during regular meetings that:

- Are consistent with the CAC Scope of Work, the published agenda, and the Brown Act;
- Represent the interests of the communities represented; and



• Contained to the allotted five (5) minutes per member per item, unless otherwise allowed by the CAC Chair.

## B. Conflicts of Interest and Ethical Conduct

Members shall review and comply with SDCP's Conflict of Interest and Ethical Conduct Policy. Members are required to identify and manage conflicts of interest pursuant to the procedures and requirements in that policy and applicable law, including the Political Reform Act, Government Code section 1090, and regulations of the Fair Political Practices Commission.

## C. Code of Conduct & Required Training and Reporting

Members must complete all required training and reporting associated with serving on the CAC, which includes, but is not limited to:

- Ethics Training, including training on the Brown Act and Public Records Act
- Sexual Harassment Prevention Training

## III. Meetings

## A. Structure and Frequency

Meetings of the CAC will comply with the Ralph M. Brown Act (Brown Act, Government Code § 54950, et seq.), will be conducted in person, and are subject to SDCP's Teleconferencing Policy.

CAC meetings, times, and location be determined by the CAC on a yearly basis in consultation with SDCP staff to ensure availability of meeting locations and staffing and consistency with meetings of the SDCP Board and other committees.

## B. Quorum and Voting

The CAC will only conduct business when a quorum consisting of more than 50% of the appointed CAC members are present. The CAC may act by motions approved by a majority of the quorum present at a meeting. Motions resulting in a tie vote or less than a majority will represent a failed motion. The CAC will seek consensus where possible. Where consensus is not reached, the Chair will seek to communicate diverging views in delivery of the recommendation to the Board. Except as otherwise provided in these Policies and Procedures, SDCP's Bylaws will be used as a guide on meeting procedures, if applicable.

## C. <u>Required Attendance</u>

CAC members must attend at least 50% of all yearly meetings. If a CAC member is absent for three (3) consecutive meetings, unless excused for good cause by the Chair of the Board, SDCP staff will contact the Member by phone or in writing and inform them of this



provision. If the member misses a fourth (4th) consecutive meeting, they may be removed through a written notification from the Chair of the Board.

## D. <u>Public Comments</u>

The public may provide public comments in accordance with the Brown Act and the published agenda. To ensure public comment is heard in a timely manner, the Chair will call on staff to acknowledge any public comments after presentations or staff discussion are concluded in a particular agenda item.

## E. Adding Agenda Items to Community Advisory Committee Meetings

CAC members shall suggest agenda items be added to CAC meetings by communicating them to the Chair and the designated SDCP staff. This will create a streamlined process where the Chair and SDCP staff can collect these requests and discuss them for approval with the SDCP Chief Executive Officer or their designee.

## F. Adding Agenda Items to Board of Directors Meetings

There are two ways that the CAC may bring items to the attention of the Board at a Board meeting:

## 1. <u>Standing CAC Report</u>

The CAC report may be a standing item on the Board agenda, in which the CAC Chair, CEO, or designated staff reports on updates related to a recent CAC meeting. Consistent with the Brown Act, items raised during the CAC report may not result in extended discussion or action by the Board unless agendized for a future meeting.

## 2. <u>Suggesting Board Agenda Items</u>

The CAC may suggest agenda items for a Board of Directors meeting agenda by communicating with the CAC Chair and the designated SDCP staff, before and/or after a regular CAC meeting. If suggested during a regular meeting, there shall be no discussion or action by the CAC unless the item has been included on the CAC agenda. To be added to a Board agenda, items must have the approval of the SDCP Chief Executive Officer and the Chair of the Board of Directors. If approval is provided, staff must be given at least 5 business days before the date of the Board meeting to work with the CAC to draft any memos and materials necessary.

## IV. CAC Officers

## A. Chair

The Chair of the CAC will: (a) serve as the primary liaison and spokesperson for the CAC with SDCP staff and the Board of Directors; (b) support SDCP staff with setting the CAC agenda; (c) guide the CAC in developing an annual Work Plan consistent with the CAC



Scope of Work and approved by the Board of Directors; (d) determine if meetings are required or if a meeting should be canceled; (e) lead and manage CAC meetings to ensure all CAC members and community members are heard, work to keep meetings to the allotted time, and manage public comments; (f) work with staff to determine a suitable meeting location and a recurring date and time; (g) represent the CAC at the Board of Directors to provide updates, submit information, or respond to Board requests; and (h) represent the CAC within SDCP processes, to other organizations, or at events, as appropriate.

## B. Vice-Chair

The Vice-Chair of the CAC will assume CAC Chair responsibilities in the event the Chair is absent from a meeting or otherwise unable to perform their duties.

## C. Secretary

The Secretary of the CAC will take attendance and meeting notes and work with SDCP staff to distribute relevant information to members.

## D. Election of Officers

Officers may be nominated or self-nominated and elected at every July meeting by a simple majority vote of the CAC. Each nomination requires a second. If there is only one nominee for a position, the CAC members will vote "yes" or "no" to elect the nominee. If there is more than one nominee for a position, the CAC will cast their votes by name until a nominee receives a majority vote. The terms will be for one (1) year or until a successor is elected, with the option for officers to be re-elected for up to three (3) terms. Representatives required for a singular function or service may be elected using the same procedures described above when the need arises, for a term defined by the singular function or service.

## V. Responsibilities and Interactions with SDCP Staff

SDCP staff will: (a) create regular meeting agendas with the support of the CAC Chair; (b) notice regular meetings according to Brown Act requirements; (c) provide general support and respond to questions during regular meetings, as needed; and (d) communicate any CAC recommendations to the Board.

The CAC Chair is the primary liaison to SDCP staff for all matters related to the CAC. All communications shall be directed to the CAC Chair and the designated SDCP staff overseeing the CAC.

## VI. Interacting with and Reporting to the SDCP Board of Directors

The CAC Chair is the primary liaison to SDCP staff and the Board for all matters related to the CAC. It should also be noted that the CAC Chair may also be called upon by the Board Chair to speak on various matters.



At the direction of the Chair of SDCP's Board of Directors, the CAC, via staff, shall provide monthly updates and quarterly reports during the regular meetings of the Board of Directors.

## VII. Requesting Information to Support CAC Work

The CAC may make formal requests for information from SDCP staff in support of the CAC's annual work plan and agenda items, and SDCP staff shall make every reasonable effort to provide requested information in a timely fashion in order to allow the CAC to make the most informed decision possible.

Notwithstanding the foregoing, requests by the CAC for information and/or research will be channeled through the Chief Executive Officer, and any requests for information and/or research that entail substantial staff time or cost will be channeled through the Board for the Board's consideration and formal direction.

Independent of a formal request for information from the CAC, individual CAC members may request information, which will be provided in accordance with the California Public Records Act (PRA).

## VIII. Creating Ad-Hoc or Subcommittees

The CAC may create ad-hoc committees or subcommittees to address issues more in depth outside of CAC meetings and bring findings or recommendations back to the full CAC.

Ad-Hoc committees are temporary committees appointed for a specific purpose, such as updating the work plan. The CAC may establish temporary ad hoc advisory committees that: (a) are composed of less than a quorum of the CAC, (b) have no continuing subject matter jurisdiction, and (c) have no meeting schedule fixed by motion or other formal action of the CAC. Such temporary ad-hoc committees are not subject to Brown Act noticing and meeting requirements.

Standing subcommittees are permanent subcommittees created to review long-term issues, such as rates or budget. Because meetings of such subcommittees must be publicly noticed and agendized consistent with the Brown Act (and therefore require SDCP staff time), CAC requests to establish subcommittees are subject to Board approval and direction.

The CAC Chair will seek volunteers during a CAC regular meeting to form an ad-hoc or subcommittee. The CAC Chair will work to ensure all CAC members have a chance to participate on various groups as formed throughout the year.

## IX. Creating and Updating the Work Plan

The CAC will adopt a Work Plan that aligns with the CAC Scope of Work approved by the Board of Directors. This shall be updated annually. The Work Plan shall be approved by the Board.



## X. Conducting Outreach and Representing SDCP to the Community

The CAC Chair may speak on SDCP matters to local community organizations with prior approval of staff. This includes the approval of talking points and presentation slides (if to be used). For other CAC members, they may speak as individual members of the CAC, but may not represent themselves as speaking on behalf of the CAC as a body or on behalf of SDCP as an entity. This may differ if there is a uniform decision made by the CAC on which its members can speak on behalf of the CAC as a whole and should be coordinated with SDCP staff.

The following are communications guidelines for the CAC members to adhere to:

## A. Approved Messaging and Talking Points

Staff will provide talking points that are periodically updated as information evolves. These talking points are intended to guide conversations in the community so SDCP may speak from the same facts, while encouraging members to make them their own.

## B. Media Inquiries

All media inquiries shall be forwarded to SDCP staff for vetting and confirmation of next steps.

## C. Speaker Requests

CAC members are encouraged to invite SDCP staff to present at community events, alert staff of opportunities to participate in community events and/or to request for a CAC member to speak on behalf of SDCP in the community.

## D. Conducting Outreach

To ensure a common and cohesive communications approach, CAC members shall serve as informational channels with the communities they represent while SDCP staff serves the primary function of outreach to various groups, with the support of the CAC. CAC members are expected to report information they receive from their communities to SDCP staff so that staff may provide accurate information.

## E. Social Media

CAC members are encouraged to utilize their own social media accounts to reshare, repost, and comment on SDCP matters so the content is shared throughout their communities. Please note that, in compliance with the Brown Act, CAC members shall not: (1) use social media to communicate with a majority of CAC members relating to CAC business; or (2) respond directly to another CAC member's communication, comment or post if the topic concerns CAC business (this includes liking, sharing, commenting, or otherwise reacting to another CAC member's communication, comment or post).



## F. Email Addresses

CAC members may utilize non-SDCP issued email addresses when responding to external questions. Please note, however, that e-mails relating to the conduct of SDCP or CAC business may be subject to disclosure under the Public Records Act. To protect the CAC members' privacy, SDCP will not publicly share private email addresses unless consent is given or if required by the Public Records Act.

## G. Communications with External Agencies

Section 5.10.3 of the SDCP JPA Agreement states that the CAC is an advisory body to the SDCP Board of Directors. Accordingly, the CAC shall not provide comments or similar communications on behalf of SDCP or the CAC to external agencies on its own. However, the CAC may provide recommendations on external matters for the Board to consider.

This provision does not limit or affect the right of individual members of the CAC to communicate with external agencies in their personal, non-CAC capacities.



Focus	Description	Timing	Outcome	2024 Proposed Changes
Equity Overview	Prioritize justice, equity, diversity, and inclusion by working with the SDCP Board and Staff.	Year round	Ensure that the CAC provides input from an equity perspective on the tasks brought before them.	<ul> <li>Clarify strategy to better track progress:</li> <li>Revise CAC key documents and SDCP policies and procedures brought before the CAC to ensure they promote equity.</li> <li>Review and provide input on Payment Assistance Programs Referral Strategy</li> </ul>
CAC Educational Presentations	CAC members may invite and hold educational presentations to the wider CAC to assist in ongoing support to SDCP staff and the Board to achieve the mission, vision, core values, and goals of the agency.	Year round	Ensure CAC is knowledgeable of SDCP operations as well as external issues which may affect the organization.	<ul> <li>Specify proposed presentations to better track progress:</li> <li>SDCP Orientation Training</li> <li>Battery Storage: Why is it important?</li> <li>Distributed Energy Resources</li> <li>Advancements in Geothermal Energy</li> <li>California Community Choice Association</li> <li>Finance &amp; Rate Setting</li> </ul>
Legislative / Public Policy / Regulatory	Bring forth news and advise the Board of legislative, public policy and regulatory issues that are brought forward by SDCP and/or identified by the SDCP Board as a priority. Make public comments at public meetings supporting SDCP positions on these issues.	Year round	Anticipate issues that may come up to SDCP by utilizing the CAC's connections to the community and make possible public comments on said issue if provided with talking points by SDCP staff.	<ul> <li>Clarify strategies and information-sharing protocols to activate advocacy:</li> <li>Receive Legislative 101 Session Training</li> <li>Receive Quarterly Presentations on Legislative and Regulatory Activity</li> <li>CAC Secretary and SDCP Staff to determine and share time-sensitive developments to organize support from CAC members and their networks</li> </ul>
Equitable, Inclusive and Sustainable Workforce Policy	Review and provide potential comments to the Board regarding having an equitable, inclusive and sustainable workforce policy.	Year round	Support staff in updating the Inclusive and Sustainable Workforce Policy.	Suggest dropping, as these is built into the Energy Bid Evaluation Criteria focus.



				-
Focus	Description	Timing	Outcome	2024 Proposed Changes
Energy Bid Evaluation Criteria	Support and monitor the implementation of the revised Energy Bid Evaluation Criteria.	Year round	Support staff in implementing the Energy Bid Evaluation Criteria.	<ul> <li>Clarify strategy to better track progress:</li> <li>Receive quarterly presentations and/or staff reports on the implementation and functioning of the revised Energy Bid Evaluation Criteria and overall Power Procurement Efforts.</li> </ul>
Marketing andCommunicat ions Efforts	Support strategic outreach efforts to the community, including events, marketing, communication, and other activities.	Year round	Support SDCP staff in the strategic marketing and communication of agency activities.	<ul> <li>Clarify strategies and information-sharing protocols to dispel inaccurate information:</li> <li>Receive Community-Member Communications Guide &amp; Tool Kit Training</li> <li>Volunteer at SDCP outreach events and workshops</li> <li>Promote SDCP Programs (ie. Online Marketplace)</li> </ul>
Power Procurement Efforts	Receive briefing and give comment on short-term and long-term procurement projects under consideration by the Board of Directors.	<del>Year</del> round	Support SDCP staff by providing input from a community perspective on short-term and long-term power procurement project.	Suggest dropping, as these updates are built into the Energy Bid Evaluation Criteria focus.
Community Power Plan Implementation	Assist staff in the implementation of the Community Power Plan, which informs what SDCP's long- term programmatic and local procurement outlook will be.	Year round	Ensure community input continues to be key in the development and implementation of CPP programs.	<ul> <li>Clarify strategies, avenues, and roles in implementing the CPP:</li> <li>Approve the creation of a Programs-specific body of the CAC (ad-hoc/subcommittee)</li> <li>Receive quarterly updates and/or staff reports on pilot projects/CPP implementation at large</li> <li>Supporting workshops with member agencies to increase community engagement on CPP programmatic adoption including: <ul> <li>Solar for Our Communities</li> </ul> </li> </ul>



Focus	Description	Timing	Outcome	2024 Proposed Changes
				<ul> <li>Regional Energy Network</li> <li>Solar and Battery Storage Incentives</li> </ul>
Staff and Board- Initiated Items-	Provide recommendations on items as they are brought forward by SDCP staff and the Board.	<del>Year</del> round	Provide input and feedback as well as potential actions on miscellaneous items.	Suggest dropping, as this is part of the CAC's operating procedures. Adding it as a focus of the Work Plan may be redundant.
SDCP Orientation Training	Receive joint Board-CAC training on SDCP operations including but not limited to legislative, regulatory, finance, strategic direction, customer and data, power procurement, and CalCCA.	Q1 2023	Become aware of the intricate operations of SDCP in order to best provide advice that will further the mission, vision, and goals of the organization.	Suggest dropping, as this is an educational presentation included under that focus.
-Solar for Our Communities	Provide input into the community outreach component of Solar for Our Communities (the Disadvantaged Communities Green Tariff and Community Solar Green Tariff programs).	-Year round	Support staff by providing community input on the development of Solar for Our Communities.	Suggest dropping, as this is built under the Community Power Plan implementation focus.
2024 Proposed A	Additions			
Civic Engagement & Participation	Explore and develop ways to increase participation at CAC meetings, leverage CAC members' networks, and create an SDCP CAC member and volunteer recruitment pipeline.	Year round	Increase interest and awareness of SDCP programming; community involvement in the organization's mission, vision, and goals; CAC turnover resiliency.	<ul> <li>Assist in the development of social media content explaining the importance of the CAC</li> <li>Facilitate a CAC Member Network and Affiliations Workshop</li> <li>Connect SDCP staff to volunteering and fellowship programs to expand outreach capacity</li> <li>Introduce members of the community to SDCP publicly-noticed meetings and staff</li> </ul>



Focus	Description	Timing	Outcome	2024 Proposed Changes
				and member agency programming/elected staff

The CAC shall cover other tasks not mentioned above with prior approval of SDCP staff but within the purview of the Scope of Work. All tasks shall be presented and acted upon in a manner that complies with the Brown Act.



## SAN DIEGO COMMUNITY POWER Staff Report – Item 13

To: San Diego Community Power Board of Directors

From: Ryan Baron, General Counsel

Subject: Election of Chair and Vice Chair for Calendar Year 2024

Date: January 18, 2024

#### RECOMMENDATION

Elect a Chair and Vice Chair for Calendar Year 2024.

#### BACKGROUND

Section 5.2 of SDCP's Joint Powers Agreement ("JPA Agreement") and Article IV of SDCP's Bylaws provide that the Board of Directors will annually elect a Chair and Vice Chair from among its members. The election is required to be conducted at the first meeting of the calendar year.

Under the JPA Agreement, the elected Chair and Vice Chair will serve for one year or until a successor is elected. There is no limit on the number of terms the Chair or Vice Chair may serve.

FISCAL IMPACT None

ATTACHMENTS None



#### SAN DIEGO COMMUNITY POWER Staff Report – Item 14

 To: San Diego Community Power Board of Directors
 From: Aaron Lu, Senior Rates and Strategy Analyst Tim Manglicmot, Senior Finance Manager Lucas Utouh, Senior Director of Data Analytics and Customer Operations
 Via: Karin Burns, Chief Executive Officer
 Subject: Review and Approval of 2024 Rates
 Date: January 18, 2024

## RECOMMENDATION

Review and approve a rate adjustment contained in Attachment A to go into effect on February 1, 2024. The recommendation features a 17.7% year-over-year average decrease from 2023 to 2024, in San Diego Community Power (SDCP) electricity generation rates across all customer classes.

Staff recommends adoption of these rates because they provide immediate rate relief for all customers while enabling SDCP to maintain its reserves. These reserves provide financial stability, satisfy credit obligations, and prepare SDCP to weather unanticipated market and cost shifts. Staff also recommends adjusting the Power100 premium from \$0.0075/kWh to \$0.01/kWh, effective on July 1, 2024, to better reflect the increase in cost of procuring 100% renewable power. This will result in an average 16% rate decrease on average for our Power100 customers.

#### BACKGROUND

Prior to SDCP's launch and initial enrollment of customers in March 2021, customers received bundled electric service (both generation and delivery) from San Diego Gas and Electric (SDG&E) under a wide variety of rate schedules. When customers transition into SDCP service, they become "unbundled" – effectively splitting their charges between SDG&E for transmission/delivery services, and SDCP for generation services while still receiving one single, consolidated bill. To make it easier for customers to understand their bills and to compare SDG&E costs, SDCP mirrors the SDG&E rate schedule structure, including time-of-use periods.

SDCP has always aimed to provide electricity to its customers at competitive rates and simplify the rate adjustment process by making changes on average only once a year, which creates certainty and stability for customers.

In contrast, SDG&E has historically made multiple adjustments to their rates. For additional context on this, SDG&E adjusted their electricity generation rates five times in 2021, per effective date changes observed in their historical Schedule Electric Energy Commodity Cost (EECC).

Per SDCP's Financial Reserves Policy adopted by the Board of Directors in June 2021, SDCP will allocate up to 15% of gross revenue annually toward building an Operating/Working Capital Reserve equivalent to 90-days of total operating expenses (including power supply expenses) to be held as unrestricted cash. In June 2022, the Board further adopted strategic goals which included a plan to obtain an investment grade credit rating by November 2025, to increase reserves to \$175 million (the equivalent to 90-days of total operating expenses at the time) by October 2023, to increase reserves to \$360 million (the equivalent to 180-days of total operating expenses at the time) by October 2025, to develop a rate stabilization reserve of \$70 million to mitigate power cost fluctuations and economic downturns, and to obtain an investment-grade credit rating.

On June 22, 2023, the SDCP Board approved its Fiscal Year (FY) 2023-24 budget which showed that SDCP's 180-day cash on hand target has increased from \$360 million to \$491.1 million. To date, SDCP has not met its reserve goal of 180-days cash on hand and has not met its reserve goal of establishing a rate stabilization reserve of \$70 million. Additionally, SDCP has not yet obtained a credit rating.

Reserves are critical to SDCP's ability to earn a credit rating that will allow it to purchase power at relatively lower costs within the next few years, moderate future rate fluctuations for its ratepayers, and provide adequate contingencies to mitigate power supply shocks and economic downturns. Therefore, maintaining and building reserves were key factors that informed the proposed rate scenarios.

Understanding the broad economic pressures San Diego County residents and businesses faced in 2023 and will continue to confront in 2024, SDCP staff analyzed multiple rate options. Staff analyzed the following three rate adjustment options, effective on February 1, 2024:

- Scenario 1: Decrease generation rates by 16.4% year-over-year, year-round, from 2023 to 2024;
- Scenario 2: Decrease generation rates by 24% year-over-year, year-round, from 2023 to 2024; and
- Staff Recommendation: Decrease generation rates by 17.7% year-over-year on average, year-round, from 2023 to 2024.

SDCP staff's recommendation to the Board of Directors is to adopt the last option which will invest in our customers while taking a fiscally responsible approach that ensures long-term viability of SDCP to serve our community and create competition in the local energy market, while also offering energy programs tailored to meet the needs of our region.

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Staff analysis concluded that if SDCP applied a 16.4% year-over-year from 2023 to 2024 on average decrease year-round on February 1, 2024, SDCP generation rates would be approximately 8% more expensive compared to current SDG&E generation rates. In contrast, if SDCP opted to decrease rates on average by 24% year-over-year from 2023, SDCP will have to erode its reserves and may potentially put SDCP onto a path of noncompliance with certain state procurement mandates.

The option staff recommends to the Board of Directors for adoption creates value yearround, provides a 17.7% decrease on average in rates for all SDCP customers year over year from 2023 to 2024, and ensures that SDCP can meet its strategic financial goals. With this staff recommended option, SDCP customers will see a discount in the winter of 1.5% and in the summer a premium of 15% relative to SDG&E's current bundled commodity rates. In total, SDCP customers would pay 2.7% more than an SDG&E customer for their total annual costs if SDG&E's current rates remain in place.

The staff recommended option also allows SDCP to maintain its reserves. It also creates an opportunity to achieve its strategic goal of having 180-days cash on hand – a goal that creates a path for SDCP to earn a credit rating, which would create an environment that will help bring down electricity rates for customers in the long term. A strong reserve also protects the long-term solvency of SDCP and provides confidence to lenders, project developers, and vendors, which lowers the perceived risk of (and therefore cost of) doing business with SDCP. The Board of Directors' review and approval of this specific staffrecommended rate adjustment would be consistent with industry standard ratemaking practices. The new rates will, at a minimum, meet SDCP's annual revenue requirements, including the need for any reserves or coverage requirements set forth in policy and loan covenants, as well as debt service to operate a viable organization, as required in our Financial Reserves Policy.

#### **ANALYSIS AND DISCUSSION**

#### **SDCP 2024 Rate Setting Mechanics**

SDCP utilized its latest financial projections through its January 2024 Proforma benchmark for rate-setting analysis purposes, meaning that the proposed rates were designed to recover revenue consistent with estimated FY 2023-2024 and FY 2024-2025 sales and expenditures. The proposed rates were carefully designed to yield revenues sufficient to collect SDCP's projected annual power supply costs and pay for other operating costs, debt service costs, a nominal planned reserve margin contribution and have a balanced budget. Additionally, the staff recommendation allows SDCP to maintain its reserves and work toward its 180-day cash on hand and reserve stabilization strategic goals in the longer term – goals that cannot be achieved with further rate discounts.

Critically, staff is recommending to the Board of Directors rates that are designed to serve the needs of our customers in the long run by aiding in the maintenance and accrual of reserves. These reserves will give SDCP the ability to better stabilize its rates for customers if unplanned events, such as 2022's unprecedented heat wave, cause procurement costs to spike. The chart below summarizes a Proforma analysis associated with reserves from the proposed rates, effective as of February 1, 2024, compared against the prior projection from the adopted SDCP FY 2023-2024 budget adopted by the Board on June 22, 2023.

<b>Reserves Projection</b>	FY 2022-2023	FY 2023-2024	FY 2024-2025
FY24 Budget (6/22/23)	\$143.5M	\$290.4M	\$82.5M
Recommendation	\$143.5M	\$232.3M	\$17.1M
Reserves (Recommendation)	\$186.0M	\$418.2M	\$435.3M

Based on staff recommended rates, SDCP would maintain the reserves it built in FY 2023-24 and would contribute slightly further to those reserves, although SDCP would not achieve its 180-days cash on hand goal during this period. The staff recommendation would allow SDCP to preserve its reserves while energy commodity prices, particularly within renewables and resource adequacy, are continuing to increase.

## **Recommended Rate Adjustments**

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The staff recommended rates before the Board provide reserves that create a projected reserve impact of \$20.3 million for the remainder of FY 2023-2024 and FY 2024-2025. The staff recommendation considers projected operating costs based on contracts SDCP has executed to date and the projected material increase in costs of procuring energy and other wholesale services needed to supply SDCP's customers with a default resource mix of 52% renewable energy and an additional 3% greenhouse gas-free power in our PowerOn service, as well as our 100% renewable energy in our Power100 service.

The SDCP rates for its PowerOn product mirror SDG&E's rates in terms of rate schedules, time-of-use periods, as well as demand charges. This rate design approach is typical for Community Choice Aggregation programs and has the advantage of ensuring ease of comparison for customers with SDG&E's billing process.

For customers enrolled in or electing the Power100 service, the premium will be adjusted from \$0.0075/kWh to \$0.01/kWh starting on July 1, 2024. This premium adjustment reflects the increase in SDCP's incremental cost to offer a 100% renewable energy product relative to the default PowerOn product. Even with the additional charge, this still reflects a year-over-year average decrease of 16% for Power100 customers from our Board approved 2023 rates.

The SDCP Power100 service would add approximately 6% net impact to a residential customer's total electric bill (including SDCP generation charges and SDG&E delivery charges) in the staff recommended rates – an increased cost of \$9.78 more per month for the average resident compared to the PowerOn product.

Similar to the observations made during our last rate setting cycle, there is a material difference between the Power Charge Indifference Adjustment (PCIA) rate from 2023 and

2024 associated with when customers transitioned from SDG&E's bundled service and into SDCP service. The PCIA rate is the above-market cost of power associated with SDG&E's portfolio that both SDG&E's bundled customers as well as SDCP customers who have departed SDG&E commodity service pay. A customer is assigned a PCIA "vintage" based on the year they depart service from SDG&E. The proposed rates will be trifurcated across our Phase 1 and 2 customers enrolled in 2021, Phase 3 customers enrolled in 2022 and Phase 4 customers in National City and County of San Diego enrolled in 2023. Consistent with our Board-approved Rate Development policy, this trifurcation will ensure a fair, equitable, and balanced rate structure across our customers with differing vintage years that maintains the intended cost savings for all customers.

## Summary

Overall, the rate changes recommend by staff for Board adoption in 2024 provide the following benefits for SDCP customers and the organization:

- A 17.7% year-over-year average decrease, from 2023 to 2024, in SDCP electricity generation rates across all customer classes.
- A 23.2% year-over-year average decrease, from 2023 to 2024, in SDCP electricity generation winter rates and a 12.3% year-over-year average decrease in summer rates, across all customer classes.
- Renewable content (base product at 52% or 55% with zero or low carbon with SDCP versus a base product at 44.8% with SDG&E's most recent 2022 Power Content Label, published in September 2023).
- Allows SDCP to maintain its current reserve levels and work toward a180-day cash on hand reserve target which will provide financial stability and support securing a credit rating.
- Satisfies credit obligations with lenders and power purchase agreements.
- Prepares SDCP for market and cost shifts.

Staff also recommends adjusting the Power100 premium upwards from \$0.0075/kWh to \$0.01/kWh, effective as of July 1, 2024, to better reflect the increase in cost of procuring 100% renewable power.

## **COMMITTEE REVIEW**

A report outlining the rate setting process was reviewed by the Finance and Risk Management Committee (FRMC) on January 11, 2023, and the Community Advisory Committee (CAC) on January 11, 2023.

## **FISCAL IMPACT**

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Adoption of staff recommended rates would yield a projected reserve impact contribution of \$20.3 million for the remainder of FY 2023-2024 and FY 2024-2025. In addition, this

rate change proposal enables SDCP to maintain its reserves to achieve the strategic plan goal of achieving 180-days cash on hand by October 2025.

# ATTACHMENTS

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Attachment A - Staff Recommended SDCP Rates 2024





#### SDCP Generation rates as approved by the Board of Directors effective as of 2/1/2024.

CCA Rate Name	Season	Charge Type	Time of Use Period	PowerOn (\$/kWh)	Power100 (\$/kV
DR	Summer	Generation - 2020 Vintage	Total	\$0.25574	+ \$0.0075
DR	Winter	Generation - 2020 Vintage	Total	\$0.09027	+ \$0.0075
				+	70.0010
DR-LI-MB	Summer	Generation - 2020 Vintage	Total	\$0.25574	+ \$0.0075
DR-LI-MB	Winter	Generation - 2020 Vintage	Total	\$0.09027	+ \$0.0075
				+ • • • • • • - •	+
E-LI-TOU	Summer	Generation - 2020 Vintage	Total	\$0.10238	+ \$0.0075
E-LI-TOU	Winter	Generation - 2020 Vintage	Total	\$0.08288	+ \$0.0075
		-			
E-LI-NR	Summer	Generation - 2020 Vintage	Total	\$0.11928	+ \$0.0075
E-LI-NR	Winter	Generation - 2020 Vintage	Total	\$0.09693	+ \$0.0075
DR-SES	Summer	Generation - 2020 Vintage	On-Peak	\$0.44198	+ \$0.0075
DR-SES	Summer	Generation - 2020 Vintage	Off-Peak	\$0.16319	+ \$0.0075
DR-SES	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.07719	+ \$0.0075
DR-SES	Winter	Generation - 2020 Vintage	On-Peak	\$0.16113	+ \$0.0075
DR-SES	Winter	Generation - 2020 Vintage	Off-Peak	\$0.11577	+ \$0.0075
DR-SES	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.06018	+ \$0.0075
EV-TOU	Summer	Generation - 2020 Vintage	On-Peak	\$0.44198	+ \$0.0075
EV-TOU	Summer	Generation - 2020 Vintage	Off-Peak	\$0.16319	+ \$0.0075
EV-TOU	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.07719	+ \$0.0075
EV-TOU	Winter	Generation - 2020 Vintage	On-Peak	\$0.16113	+ \$0.0075
EV-TOU	Winter	Generation - 2020 Vintage	Off-Peak	\$0.11577	+ \$0.0075
EV-TOU	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.06018	+ \$0.0075
EV-TOU-2	Summer	Generation - 2020 Vintage	On-Peak	\$0.44198	+ \$0.0075
EV-TOU-2	Summer	Generation - 2020 Vintage	Off-Peak	\$0.16319	+ \$0.0075
EV-TOU-2	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.07719	+ \$0.0075
EV-TOU-2	Winter	Generation - 2020 Vintage	On-Peak	\$0.16113	+ \$0.0075
EV-TOU-2	Winter	Generation - 2020 Vintage	Off-Peak	\$0.11577	+ \$0.0075
EV-TOU-2	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.06018	+ \$0.0075
	-			10.0000	10.00
EV-TOU-5	Summer	Generation - 2020 Vintage	On-Peak	\$0.44198	+ \$0.0075
EV-TOU-5	Summer	Generation - 2020 Vintage	Off-Peak	\$0.16319	+ \$0.0075
EV-TOU-5	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.07719	+ \$0.0075
EV-TOU-5	Winter	Generation - 2020 Vintage	On-Peak	\$0.16113	+ \$0.0075
EV-TOU-5	Winter	Generation - 2020 Vintage	Off-Peak Super Off-Peak	\$0.11577	+ \$0.0075
EV-TOU-5	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.06018	+ \$0.0075
TOU-DR-1	Summer	Generation - 2020 Vintage	On-Peak	\$0.47507	+ \$0.0075
	Summer	-	Off-Peak		+ \$0.0075 + \$0.0075
TOU-DR-1 TOU-DR-1	Summer	Generation - 2020 Vintage Generation - 2020 Vintage		\$0.21420 \$0.07719	+ \$0.0075
TOU-DR-1 TOU-DR-1	Summer Winter	Generation - 2020 Vintage	Super Off-Peak On-Peak	\$0.13778	+ \$0.0075 + \$0.0075
TOU-DR-1 TOU-DR-1	Winter	Generation - 2020 Vintage	Off-Peak	\$0.13778 \$0.07763	+ \$0.0075 + \$0.0075
TOU-DR-1 TOU-DR-1	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.06018	+ \$0.0075 + \$0.0075

TOU-DR-2	Summer	Generation - 2020 Vintage	On-Peak	\$0.47507	+ \$0.0075
TOU-DR-2	Summer	Generation - 2020 Vintage	Off-Peak	\$0.15771	+ \$0.0075
TOU-DR-2	Winter	Generation - 2020 Vintage	On-Peak	\$0.13778	+ \$0.0075
TOU-DR-2	Winter	Generation - 2020 Vintage	Off-Peak	\$0.06960	+ \$0.0075
TOO DIV 2	Winter		On reak	\$0.00500	1 90.0075
TOU-DR	Summer	Generation - 2020 Vintage	On-Peak	\$0.32503	+ \$0.0075
TOU-DR	Summer	Generation - 2020 Vintage	Off-Peak	\$0.24727	+ \$0.0075
TOU-DR	Summer	•	Super Off-Peak	\$0.16298	+ \$0.0075
		Generation - 2020 Vintage	•	-	·
TOU-DR	Winter	Generation - 2020 Vintage	On-Peak	\$0.13323	+ \$0.0075
TOU-DR	Winter	Generation - 2020 Vintage	Off-Peak	\$0.07508	+ \$0.0075
TOU-DR	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.05821	+ \$0.0075
TOULAS	-	0		<u> </u>	40.0075
TOU-A-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.31049	+ \$0.0075
TOU-A-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.17121	+ \$0.0075
TOU-A-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.15657	+ \$0.0075
TOU-A-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.07689	+ \$0.0075
TOU-A-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.30895	+ \$0.0075
TOU-A-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.17037	+ \$0.0075
TOU-A-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.15583	+ \$0.0075
TOU-A-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.07660	+ \$0.0075
TOU-A-2-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.42203	+ \$0.0075
TOU-A-2-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.14454	+ \$0.0075
TOU-A-2-S	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.08104	+ \$0.0075
TOU-A-2-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.14441	+ \$0.0075
		•	Off-Peak	\$0.08138	+ \$0.0075
TOU-A-2-S	Winter	Generation - 2020 Vintage		•	·
TOU-A-2-S	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.06300	+ \$0.0075
TOU-A-2-P	Cump mager	Concretion 2020 Vintage	On Deels	\$0.41999	
	Summer	Generation - 2020 Vintage	On-Peak	•	+ \$0.0075
TOU-A-2-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.14388	+ \$0.0075
TOU-A-2-P	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.08076	+ \$0.0075
TOU-A-2-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.14376	+ \$0.0075
TOU-A-2-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.08105	+ \$0.0075
TOU-A-2-P	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.06280	+ \$0.0075
TOU-A-3-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.31584	+ \$0.0075
TOU-A-3-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.19227	+ \$0.0075
TOU-A-3-S	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.08218	+ \$0.0075
TOU-A-3-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.14441	+ \$0.0075
TOU-A-3-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.08138	+ \$0.0075
TOU-A-3-S	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.06300	+ \$0.0075
<b>-</b>		-			
TOU-A-3-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.31431	+ \$0.0075
TOU-A-3-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.19134	+ \$0.0075
TOU-A-3-P	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.08178	+ \$0.0075
TOU-A-3-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.14376	+ \$0.0075
TOU-A-3-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.08105	+ \$0.0075
TOU-A-3-P	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.06280	+ \$0.0075
100-A-3-F	WIIILEI	Scheration 2020 Vintage		Ψ0.00200	ر ۲۵.۵۲ i
A-TC	Summer	Generation - 2020 Vintage	Total	\$0.10136	+ \$0.0075
A-TC A-TC	Winter	Generation - 2020 Vintage	Total	\$0.08676	+ \$0.0075
ATIC	winter	Scheration - 2020 Village	iotai	J0.00010	ر /۱۵٬۵۴ ۱
TOU-M	Summer	Generation 2020 Vintage	On-Peak	\$0.42321	+ \$0.0075
		Generation - 2020 Vintage			
TOU-M	Summer	Generation - 2020 Vintage	Off-Peak	\$0.14460	+ \$0.0075
TOU-M	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.08124	+ \$0.0075
TOU-M	Winter	Generation - 2020 Vintage	On-Peak	\$0.14438	+ \$0.0075
TOU-M	Winter	Generation - 2020 Vintage	Off-Peak	\$0.08135	+ \$0.0075
TOU-M	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.06297	+ \$0.0075

OL-TOU	Summer	Generation - 2020 Vintage	On-Peak	\$0.56169	+ \$0.0075
OL-TOU	Summer	Generation - 2020 Vintage	Off-Peak	\$0.19930	+ \$0.0075
OL-TOU	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.09400	+ \$0.0075
OL-TOU	Winter	Generation - 2020 Vintage	On-Peak	\$0.16690	+ \$0.0075
OL-TOU	Winter	Generation - 2020 Vintage	Off-Peak	\$0.09451	+ \$0.0075
OL-TOU	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.07352	+ \$0.0075
AL-TOU-S	Summer	Demand - 2020 Vintage	On-Peak	\$16.84	
AL-TOU-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.24009	+ \$0.0075
AL-TOU-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.14895	+ \$0.0075
AL-TOU-S	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.12172	+ \$0.0075
AL-TOU-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.21672	+ \$0.0075
AL-TOU-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.12249	+ \$0.0075
AL-TOU-S	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.09502	+ \$0.0075
		0	•	·	·
AL-TOU-P	Summer	Demand - 2020 Vintage	On-Peak	\$16.76	
AL-TOU-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.23894	+ \$0.0075
AL-TOU-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.14828	+ \$0.0075
AL-TOU-P	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.12131	+ \$0.0075
AL-TOU-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.21573	+ \$0.0075
AL-TOU-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.12199	+ \$0.0075
AL-TOU-P	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.09472	+ \$0.0075
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AL-TOU-T	Summer	Demand - 2020 Vintage	On-Peak	\$16.04	
AL-TOU-T	Summer	Generation - 2020 Vintage	On-Peak	\$0.22875	+ \$0.0075
AL-TOU-T	Summer	Generation - 2020 Vintage	Off-Peak	\$0.14204	+ \$0.0075
AL-TOU-T	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.11649	+ \$0.0075
AL-TOU-T	Winter	Generation - 2020 Vintage	On-Peak	\$0.20671	+ \$0.0075
AL-TOU-T	Winter	Generation - 2020 Vintage	Off-Peak	\$0.11706	+ \$0.0075
AL-TOU-T	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.09097	+ \$0.0075
				7	700000
AL-TOU-2-S	Summer	Demand - 2020 Vintage	On-Peak	\$29.25	
AL-TOU-2-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.21893	+ \$0.0075
AL-TOU-2-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.13629	+ \$0.0075
AL-TOU-2-S	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.11045	+ \$0.0075
AL-TOU-2-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.19649	+ \$0.0075
AL-TOU-2-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.11115	+ \$0.0075
AL-TOU-2-S	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.08626	+ \$0.0075
AL-TOU-2-P	Summer	Demand - 2020 Vintage	On-Peak	\$29.12	
AL-TOU-2-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.21788	+ \$0.0075
AL-TOU-2-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.13566	+ \$0.0075
AL-TOU-2-P	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.11009	+ \$0.0075
AL-TOU-2-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.19560	+ \$0.0075
AL-TOU-2-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.11069	+ \$0.0075
AL-TOU-2-P	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.08598	+ \$0.0075
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AL-TOU-2-T	Summer	Demand - 2020 Vintage	On-Peak	\$27.86	
AL-TOU-2-T	Summer	Generation - 2020 Vintage	On-Peak	\$0.20859	+ \$0.0075
AL-TOU-2-T	Summer	Generation - 2020 Vintage	Off-Peak	\$0.12996	+ \$0.0075
AL-TOU-2-T	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.10571	+ \$0.0075
AL-TOU-2-T	Winter	Generation - 2020 Vintage	On-Peak	\$0.18743	+ \$0.0075
AL-TOU-2-T	Winter	Generation - 2020 Vintage	Off-Peak	\$0.10622	+ \$0.0075
AL-TOU-2-T	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.08258	+ \$0.0075
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DG-R-S         Summer         Generation - 2020 Virtage         On-Peak         \$0.56163         + \$0.0075           DG-R-S         Summer         Generation - 2020 Virtage         Super Off-Peak         \$0.16727         + \$0.0075           DG-R-S         Winter         Generation - 2020 Virtage         On-Peak         \$0.16727         + \$0.0075           DG-R-S         Winter         Generation - 2020 Virtage         On-Peak         \$0.07360         + \$0.0075           DG-R-S         Summer         Generation - 2020 Virtage         On-Peak         \$0.02067         + \$0.0075           DG-R-P         Summer         Generation - 2020 Virtage         On-Peak         \$0.02067         + \$0.0075           DG-R-P         Summer         Generation - 2020 Virtage         On-Peak         \$0.04661         + \$0.0075           DG-R-P         Winter         Generation - 2020 Virtage         On-Peak         \$0.07337         + \$0.0075           DG-R-T         Summer         Generation - 2020 Virtage         On-Peak         \$0.07337         + \$0.0075           DG-R-T         Summer         Generation - 2020 Virtage         On-Peak         \$0.37924         + \$0.0075           DG-R-T         Summer         Generation - 2020 Virtage         On-Peak         \$0.39964						
DG-R-S         Summer         Generation - 2020 Vintage         Super Off-Peak         \$0.0172         + \$0.0075           DG-R-S         Winter         Generation - 2020 Vintage         On-Peak         \$0.16727         + \$0.0075           DG-R-S         Winter         Generation - 2020 Vintage         Off-Peak         \$0.07360         + \$0.0075           DG-R-P         Summer         Generation - 2020 Vintage         Off-Peak         \$0.0075         + \$0.0075           DG-R-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.02067         + \$0.0075           DG-R-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.06651         + \$0.0075           DG-R-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.07337         + \$0.0075           DG-R-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.03243         + \$0.0075           DG-R-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.03244         + \$0.0075           DG-R-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.03244         + \$0.0075           DG-R-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.021313	DG-R-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.56163	+ \$0.0075
DG-R-S DC-R-S         Winter         Generation - 2020 Vintage         On-Peak S0.09477         \$0.0075           DC-R-S         Winter         Generation - 2020 Vintage         On-Peak S0.09477         \$0.0075           DC-R-S         Winter         Generation - 2020 Vintage         On-Peak S0.09477         \$0.0075           DC-R-P         Summer         Generation - 2020 Vintage         On-Peak S0.00651         \$0.0075           DC-R-P         Summer         Generation - 2020 Vintage         On-Peak S0.00436         \$0.00475           DC-R-P         Winter         Generation - 2020 Vintage         On-Peak S0.00438         \$0.0075           DC-R-P         Winter         Generation - 2020 Vintage         On-Peak S0.03623         \$0.0075           DC-R-T         Summer         Generation - 2020 Vintage Generation - 2020 Vintage         On-Peak S0.03623         \$0.0075           DC-R-T         Summer         Generation - 2020 Vintage Generation - 2020 Vintage         On-Peak S0.03905         \$0.0075           DC-R-T         Winter         Generation - 2020 Vintage Generation - 2020 Vintage         On-Peak S0.03905         \$0.0075           DC-R-T         Winter         Generation - 2020 Vintage Generation - 2020 Vintage         On-Peak S0.12964         \$0.0075           DC-R-T         Winter         Gene	DG-R-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.20156	+ \$0.0075
DG-R-S DG-R-S         Winter         Generation - 2020 Vintage Generation - 2020 Vintage         Off-Peak Super Off-Peak         \$0.097360         + \$0.0075           DG-R-P         Summer         Generation - 2020 Vintage Generation - 2020 Vintage         On-Peak Super Off-Peak         \$0.20067         + \$0.0075           DG-R-P         Summer         Generation - 2020 Vintage Generation - 2020 Vintage         On-Peak Super Off-Peak         \$0.09436         + \$0.0075           DG-R-P         Winter         Generation - 2020 Vintage Generation - 2020 Vintage         On-Peak Super Off-Peak         \$0.03438         + \$0.0075           DG-R-P         Winter         Generation - 2020 Vintage Generation - 2020 Vintage         On-Peak Super Off-Peak         \$0.0364         + \$0.0075           DG-R-T         Summer         Generation - 2020 Vintage Generation - 2020 Vintage         On-Peak Super Off-Peak         \$0.00056         + \$0.0075           DG-R-T         Winter         Generation - 2020 Vintage Generation - 2020 Vintage         On-Peak Super Off-Peak         \$0.0075         + \$0.0075           DG-R-T         Winter         Generation - 2020 Vintage Generation - 2020 Vintage         On-Peak Super Off-Peak         \$0.14828         + \$0.0075           A6-TOU-P         Summer         Generation - 2020 Vintage Generation - 2020 Vintage         On-Peak Super Off-Peak         \$0.14828 <td< td=""><td>DG-R-S</td><td>Summer</td><td>Generation - 2020 Vintage</td><td>Super Off-Peak</td><td>\$0.09467</td><td>+ \$0.0075</td></td<>	DG-R-S	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.09467	+ \$0.0075
DG-R-S         Winter         Generation - 2020 Vintage         Super Off-Peak         \$0.07360         + \$0.0075           DG-R-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.55905         + \$0.0075           DG-R-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.00436         + \$0.0075           DG-R-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.0436         + \$0.0075           DG-R-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.16651         + \$0.0075           DG-R-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.03623         + \$0.0075           DG-R-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.13623         + \$0.0075           DG-R-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.13623         + \$0.0075           DG-R-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.13624         + \$0.0075           DG-R-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.14204         + \$0.0075           DG-R-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.14224	DG-R-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.16727	+ \$0.0075
DG-R-S         Winter         Generation - 2020 Vintage         Super Off-Peak         \$0.07360         + \$0.0075           DG-R-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.55905         + \$50.0075           DG-R-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.00436         + \$50.0075           DG-R-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.0436         + \$50.0075           DG-R-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.0438         + \$50.0075           DG-R-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.03623         + \$50.0075           DG-R-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.53623         + \$50.0075           DG-R-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.15956         + \$50.0075           DG-R-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.19249         + \$50.0075           DG-R-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.12131         + \$50.0075           DG-R-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.12131	DG-R-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.09477	+ \$0.0075
DG.R-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.55905         + \$0.0075           DG.R-P         Summer         Generation - 2020 Vintage         Off-Peak         \$0.02067         + \$0.0075           DG.R-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.0651         + \$0.0075           DG.R-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.0651         + \$0.0075           DG.R-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.03337         + \$0.0075           DG.R-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.53623         + \$0.0075           DG.R-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.05064         + \$0.0075           DG.R-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.15956         + \$0.0075           DG.R-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.15956         + \$0.0075           DG.R-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.12384         + \$0.0075           DG.R-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.12131         +	DG-R-S	Winter	Ũ	Super Off-Peak	\$0.07360	+ \$0.0075
DG-R-P         Summer         Generation - 2020 Vintage         Super Off-Peak         \$0.20057         + \$0.0075           DG-R-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.16651         + \$0.0075           DG-R-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.16651         + \$0.0075           DG-R-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.16651         + \$0.0075           DG-R-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.3623         + \$0.0075           DG-R-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.15926         + \$0.0075           DG-R-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.15956         + \$0.0075           DG-R-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.07047         + \$0.0075           DG-R-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.23894         + \$0.0075           A6-TOU-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.21211         + \$0.0075           A6-TOU-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.21213			0			-
DG-R-P         Summer         Generation - 2020 Vintage         Super Off-Peak         \$0.20057         + \$0.0075           DG-R-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.16651         + \$0.0075           DG-R-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.16651         + \$0.0075           DG-R-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.16651         + \$0.0075           DG-R-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.3623         + \$0.0075           DG-R-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.15926         + \$0.0075           DG-R-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.15956         + \$0.0075           DG-R-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.07047         + \$0.0075           DG-R-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.23894         + \$0.0075           A6-TOU-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.21211         + \$0.0075           A6-TOU-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.21213	DG-R-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.55905	+ \$0.0075
DG-R-P         Summer         Generation - 2020 Vintage         Super Off-Peak         \$0.09436         + \$0.0075           DG-R-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.16651         + \$0.0075           DG-R-P         Winter         Generation - 2020 Vintage         Off-Peak         \$0.09438         + \$0.0075           DG-R-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.53623         + \$0.0075           DG-R-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.15956         + \$0.0075           DG-R-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.15956         + \$0.0075           DG-R-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.15956         + \$0.0075           DG-R-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.15956         + \$0.0075           DG-R-T         Winter         Generation - 2020 Vintage         Off-Peak         \$0.12131         + \$0.0075           A6-TOU-P         Summer         Generation - 2020 Vintage         Off-Peak         \$0.12131         + \$0.0075           A6-TOU-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.23894	_		-			
DG-R-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.16651         + \$0.0075           DG-R-P         Winter         Generation - 2020 Vintage         Off-Peak         \$0.07337         + \$0.0075           DG-R-T         Summer         Generation - 2020 Vintage         Off-Peak         \$0.19249         + \$0.0075           DG-R-T         Summer         Generation - 2020 Vintage         Off-Peak         \$0.19249         + \$0.0075           DG-R-T         Winter         Generation - 2020 Vintage         Off-Peak         \$0.19249         + \$0.0075           DG-R-T         Winter         Generation - 2020 Vintage         Off-Peak         \$0.09057         + \$0.0075           DG-R-T         Winter         Generation - 2020 Vintage         Off-Peak         \$0.07057         + \$0.0075           DG-R-T         Winter         Generation - 2020 Vintage         Off-Peak         \$0.1828         + \$0.0075           A6-TOU-P         Summer         Generation - 2020 Vintage         Off-Peak         \$0.12131         + \$0.0075           A6-TOU-P         Summer         Generation - 2020 Vintage         Off-Peak         \$0.12131         + \$0.0075           A6-TOU-P         Winter         Generation - 2020 Vintage         Off-Peak         \$0.12199 <td></td> <td></td> <td>•</td> <td></td> <td>•</td> <td></td>			•		•	
DG-R-P         Winter         Generation - 2020 Vintage         Off-Peak         \$0.09438         + \$0.0075           DG-R-P         Winter         Generation - 2020 Vintage         Super Off-Peak         \$0.07337         + \$0.0075           DG-R-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.15249         + \$0.0075           DG-R-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.15956         + \$0.0075           DG-R-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.15956         + \$0.0075           DG-R-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.1976         + \$0.0075           DG-R-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.0075         + \$0.0075           A6-TOU-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.12131         + \$0.0075           A6-TOU-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.12131         + \$0.0075           A6-TOU-P         Summer         Generation - 2020 Vintage         Off-Peak         \$0.12131         + \$0.0075           A6-TOU-P         Winter         Generation - 2020 Vintage         Off-Peak         \$0.12103 <td></td> <td></td> <td>•</td> <td>•</td> <td>•</td> <td></td>			•	•	•	
DG-R-P         Winter         Generation - 2020 Vintage         Super Off-Peak         \$0.07337         + \$0.0075           DG-R-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.53623         + \$0.0075           DG-R-T         Summer         Generation - 2020 Vintage         Off-Peak         \$0.19249         + \$0.0075           DG-R-T         Winter         Generation - 2020 Vintage         Off-Peak         \$0.09057         + \$0.0075           DG-R-T         Winter         Generation - 2020 Vintage         Off-Peak         \$0.09057         + \$0.0075           DG-R-T         Winter         Generation - 2020 Vintage         Off-Peak         \$0.09057         + \$0.0075           DG-R-T         Winter         Generation - 2020 Vintage         Off-Peak         \$0.09057         + \$0.0075           A6-TOU-P         Summer         Generation - 2020 Vintage         Off-Peak         \$0.14828         + \$0.0075           A6-TOU-P         Summer         Generation - 2020 Vintage         Off-Peak         \$0.12131         + \$0.0075           A6-TOU-P         Winter         Generation - 2020 Vintage         Off-Peak         \$0.12197         + \$0.0075           A6-TOU-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.2			U			
DG-R-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.53623         + \$0.0075           DG-R-T         Summer         Generation - 2020 Vintage         Off-Peak         \$0.19249         + \$0.0075           DG-R-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.19265         + \$0.0075           DG-R-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.19565         + \$0.0075           DG-R-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.09057         + \$0.0075           DG-R-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.2894         + \$0.0075           A6-TOU-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.1828         + \$0.0075           A6-TOU-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.182131         + \$0.0075           A6-TOU-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.12131         + \$0.0075           A6-TOU-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.22875         + \$0.0075           A6-TOU-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.22875			•			
DG-R-T         Summer         Generation - 2020 Vintage         Off-Peak         \$0.19249         + \$0.0075           DG-R-T         Summer         Generation - 2020 Vintage         Super Off-Peak         \$0.15956         + \$0.0075           DG-R-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.15956         + \$0.0075           DG-R-T         Winter         Generation - 2020 Vintage         Off-Peak         \$0.07047         + \$0.0075           A6-TOU-P         Summer         Generation - 2020 Vintage         Total         \$16.76         A6-TOU-P         \$0.0075           A6-TOU-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.12131         + \$0.0075           A6-TOU-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.12131         + \$0.0075           A6-TOU-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.12199         + \$0.0075           A6-TOU-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.2875         + \$0.0075           A6-TOU-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.2875         + \$0.0075           A6-TOU-T         Summer         Generation - 2020 Vintage         On-Peak <td>DO-IV-F</td> <td>white</td> <td>Generation - 2020 Vintage</td> <td>Super On-Feak</td> <td>JU.07337</td> <td>+ 30.0075</td>	DO-IV-F	white	Generation - 2020 Vintage	Super On-Feak	JU.07337	+ 30.0075
DG-R-T         Summer         Generation - 2020 Vintage         Off-Peak         \$0.19249         + \$0.0075           DG-R-T         Summer         Generation - 2020 Vintage         Super Off-Peak         \$0.15956         + \$0.0075           DG-R-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.15956         + \$0.0075           DG-R-T         Winter         Generation - 2020 Vintage         Off-Peak         \$0.07047         + \$0.0075           A6-TOU-P         Summer         Generation - 2020 Vintage         Total         \$16.76         A6-TOU-P         \$0.0075           A6-TOU-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.12131         + \$0.0075           A6-TOU-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.12131         + \$0.0075           A6-TOU-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.12199         + \$0.0075           A6-TOU-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.2875         + \$0.0075           A6-TOU-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.2875         + \$0.0075           A6-TOU-T         Summer         Generation - 2020 Vintage         On-Peak <td>DCDT</td> <td>C</td> <td>Conception 2020 Vistore</td> <td>On Deals</td> <td>60 52622</td> <td></td>	DCDT	C	Conception 2020 Vistore	On Deals	60 52622	
DG-R-T         Summer         Generation - 2020 Vintage         Super Off-Peak         \$0.09064         + \$0.0075           DG-R-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.15956         + \$0.0075           DG-R-T         Winter         Generation - 2020 Vintage         Off-Peak         \$0.07047         + \$0.0075           DG-R-T         Winter         Generation - 2020 Vintage         Off-Peak         \$0.07047         + \$0.0075           A6-TOU-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.14828         + \$0.0075           A6-TOU-P         Summer         Generation - 2020 Vintage         Off-Peak         \$0.14828         + \$0.0075           A6-TOU-P         Summer         Generation - 2020 Vintage         Off-Peak         \$0.14828         + \$0.0075           A6-TOU-P         Winter         Generation - 2020 Vintage         Off-Peak         \$0.12131         + \$0.0075           A6-TOU-P         Winter         Generation - 2020 Vintage         Off-Peak         \$0.12199         + \$0.0075           A6-TOU-P         Winter         Generation - 2020 Vintage         Total         \$16.04         \$0.42737         \$0.0075           A6-TOU-T         Summer         Generation - 2020 Vintage         On-Pe	-				•	
DG-R-T DG-R-T DG-R-T         Winter Winter         Generation - 2020 Vintage Generation - 2020 Vintage         On-Peak Off-Peak         \$0.15956 \$0.09057         + \$0.0075 \$0.07047           A6-TOU-P A6-TOU-P         Summer Summer         Demand - 2020 Vintage Generation - 2020 Vintage         Total         \$16.76           A6-TOU-P A6-TOU-P         Summer         Generation - 2020 Vintage Generation - 2020 Vintage         Total         \$16.76           A6-TOU-P         Summer         Generation - 2020 Vintage Generation - 2020 Vintage         Off-Peak         \$0.14828         + \$0.0075           A6-TOU-P         Summer         Generation - 2020 Vintage Generation - 2020 Vintage         Off-Peak         \$0.12131         + \$0.0075           A6-TOU-P         Winter         Generation - 2020 Vintage Generation - 2020 Vintage         Off-Peak         \$0.12199         + \$0.0075           A6-TOU-T         Summer         Generation - 2020 Vintage Generation - 2020 Vintage         Total         \$16.04           A6-TOU-T         Summer         Generation - 2020 Vintage Generation - 2020 Vintage         On-Peak         \$0.22875         + \$0.0075           A6-TOU-T         Summer         Generation - 2020 Vintage Generation - 2020 Vintage         On-Peak         \$0.22875         + \$0.0075           A6-TOU-T         Winter         Generation - 2020 Vintage Generation - 2020 Vintage<			-		•	
DG-R-T DG-R-T         Winter         Generation - 2020 Vintage Generation - 2020 Vintage         Off-Peak Super Off-Peak         \$0.09057 \$0.07047         + \$0.0075 + \$0.0075           A6-TOU-P A6-TOU-P         Summer         Demand - 2020 Vintage Generation - 2020 Vintage         Total         \$16.76           A6-TOU-P         Summer         Generation - 2020 Vintage Generation - 2020 Vintage         On-Peak         \$0.14828         + \$0.0075           A6-TOU-P         Summer         Generation - 2020 Vintage Generation - 2020 Vintage         On-Peak         \$0.12131         + \$0.0075           A6-TOU-P         Winter         Generation - 2020 Vintage Generation - 2020 Vintage         On-Peak         \$0.12137         + \$0.0075           A6-TOU-P         Winter         Generation - 2020 Vintage Generation - 2020 Vintage         On-Peak         \$0.12199         + \$0.0075           A6-TOU-T         Summer         Generation - 2020 Vintage Generation - 2020 Vintage         On-Peak         \$0.22875         + \$0.0075           A6-TOU-T         Summer         Generation - 2020 Vintage Generation - 2020 Vintage         On-Peak         \$0.20671         + \$0.0075           A6-TOU-T         Summer         Generation - 2020 Vintage Generation - 2020 Vintage         On-Peak         \$0.11649         + \$0.0075           A6-TOU-T         Winter         Generation - 20			-	•	-	
DG-R-T         Winter         Generation - 2020 Vintage         Super Off-Peak         \$0.07047         + \$0.0075           A6-TOU-P         Summer         Generation - 2020 Vintage         Total         \$16.76           A6-TOU-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.23894         + \$0.0075           A6-TOU-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.12131         + \$0.0075           A6-TOU-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.12131         + \$0.0075           A6-TOU-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.12173         + \$0.0075           A6-TOU-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.22875         + \$0.0075           A6-TOU-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.22875         + \$0.0075           A6-TOU-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.22875         + \$0.0075           A6-TOU-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.1604         + \$0.0075           A6-TOU-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.20671         + \$0.0	_		U		•	
A6-TOU-P         Summer         Demand - 2020 Vintage         Total         \$16.76           A6-TOU-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.23894         + \$0.0075           A6-TOU-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.14828         + \$0.0075           A6-TOU-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.12131         + \$0.0075           A6-TOU-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.12131         + \$0.0075           A6-TOU-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.12199         + \$0.0075           A6-TOU-P         Winter         Generation - 2020 Vintage         Total         \$16.04           A6-TOU-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.22875         + \$0.0075           A6-TOU-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.12044         + \$0.0075           A6-TOU-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.11649         + \$0.0075           A6-TOU-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.11706         + \$0.0075 <td< td=""><td>-</td><td></td><td>0</td><td></td><td></td><td></td></td<>	-		0			
A6-TOU-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.23894         + \$0.0075           A6-TOU-P         Summer         Generation - 2020 Vintage         Off-Peak         \$0.14828         + \$0.0075           A6-TOU-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.21573         + \$0.0075           A6-TOU-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.21573         + \$0.0075           A6-TOU-P         Winter         Generation - 2020 Vintage         Off-Peak         \$0.12199         + \$0.0075           A6-TOU-P         Winter         Generation - 2020 Vintage         Off-Peak         \$0.22875         + \$0.0075           A6-TOU-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.22875         + \$0.0075           A6-TOU-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.22875         + \$0.0075           A6-TOU-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.12071         + \$0.0075           A6-TOU-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.14204         + \$0.0075           A6-TOU-T         Winter         Generation - 2020 Vintage         On-Peak         \$0	DG-R-T	Winter	Generation - 2020 Vintage	Super Off-Peak	Ş0.07047	+ \$0.0075
A6-TOU-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.23894         + \$0.0075           A6-TOU-P         Summer         Generation - 2020 Vintage         Off-Peak         \$0.14828         + \$0.0075           A6-TOU-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.21573         + \$0.0075           A6-TOU-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.21573         + \$0.0075           A6-TOU-P         Winter         Generation - 2020 Vintage         Off-Peak         \$0.12199         + \$0.0075           A6-TOU-P         Winter         Generation - 2020 Vintage         Off-Peak         \$0.22875         + \$0.0075           A6-TOU-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.22875         + \$0.0075           A6-TOU-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.22875         + \$0.0075           A6-TOU-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.12071         + \$0.0075           A6-TOU-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.14204         + \$0.0075           A6-TOU-T         Winter         Generation - 2020 Vintage         On-Peak         \$0						-
A6-TOU-P         Summer         Generation - 2020 Vintage         Off-Peak         \$0.14828         + \$0.0075           A6-TOU-P         Summer         Generation - 2020 Vintage         Super Off-Peak         \$0.12131         + \$0.0075           A6-TOU-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.21573         + \$0.0075           A6-TOU-P         Winter         Generation - 2020 Vintage         Off-Peak         \$0.12199         + \$0.0075           A6-TOU-P         Winter         Generation - 2020 Vintage         Off-Peak         \$0.09472         + \$0.0075           A6-TOU-T         Summer         Demand - 2020 Vintage         On-Peak         \$0.22875         + \$0.0075           A6-TOU-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.14204         + \$0.0075           A6-TOU-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.11649         + \$0.0075           A6-TOU-T         Winter         Generation - 2020 Vintage         Off-Peak         \$0.11649         + \$0.0075           A6-TOU-T         Winter         Generation - 2020 Vintage         Off-Peak         \$0.11706         + \$0.0075           A6-TOU-T         Winter         Generation - 2020 Vintage         Off-Peak		Summer	•		•	
A6-TOU-P         Summer         Generation - 2020 Vintage         Super Off-Peak         \$0.12131         + \$0.0075           A6-TOU-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.21573         + \$0.0075           A6-TOU-P         Winter         Generation - 2020 Vintage         Off-Peak         \$0.12199         + \$0.0075           A6-TOU-P         Winter         Generation - 2020 Vintage         Off-Peak         \$0.09472         + \$0.0075           A6-TOU-T         Summer         Generation - 2020 Vintage         Total         \$16.04           A6-TOU-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.22875         + \$0.0075           A6-TOU-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.11649         + \$0.0075           A6-TOU-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.12071         + \$0.0075           A6-TOU-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.120671         + \$0.0075           A6-TOU-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.20671         + \$0.0075           A6-TOU-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.17649		Summer	-			
A6-TOU-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.21573         + \$0.0075           A6-TOU-P         Winter         Generation - 2020 Vintage         Off-Peak         \$0.12199         + \$0.0075           A6-TOU-P         Winter         Generation - 2020 Vintage         Off-Peak         \$0.09472         + \$0.0075           A6-TOU-T         Summer         Generation - 2020 Vintage         Total         \$16.04           A6-TOU-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.22875         + \$0.0075           A6-TOU-T         Summer         Generation - 2020 Vintage         Off-Peak         \$0.14204         + \$0.0075           A6-TOU-T         Summer         Generation - 2020 Vintage         Off-Peak         \$0.11649         + \$0.0075           A6-TOU-T         Winter         Generation - 2020 Vintage         Off-Peak         \$0.11649         + \$0.0075           A6-TOU-T         Winter         Generation - 2020 Vintage         Off-Peak         \$0.11706         + \$0.0075           A6-TOU-T         Winter         Generation - 2020 Vintage         Off-Peak         \$0.17649         + \$0.0075           TOU-PA-S         Summer         Generation - 2020 Vintage         Off-Peak         \$0.17649         +	A6-TOU-P	Summer	•			1
A6-TOU-P       Winter       Generation - 2020 Vintage       Off-Peak       \$0.12199       + \$0.0075         A6-TOU-P       Winter       Generation - 2020 Vintage       Super Off-Peak       \$0.09472       + \$0.0075         A6-TOU-T       Summer       Generation - 2020 Vintage       Total       \$16.04         A6-TOU-T       Summer       Generation - 2020 Vintage       On-Peak       \$0.22875       + \$0.0075         A6-TOU-T       Summer       Generation - 2020 Vintage       On-Peak       \$0.14204       + \$0.0075         A6-TOU-T       Summer       Generation - 2020 Vintage       Off-Peak       \$0.11649       + \$0.0075         A6-TOU-T       Winter       Generation - 2020 Vintage       On-Peak       \$0.20671       + \$0.0075         A6-TOU-T       Winter       Generation - 2020 Vintage       On-Peak       \$0.11649       + \$0.0075         A6-TOU-T       Winter       Generation - 2020 Vintage       On-Peak       \$0.11706       + \$0.0075         A6-TOU-T       Winter       Generation - 2020 Vintage       On-Peak       \$0.17649       + \$0.0075         TOU-PA-S       Summer       Generation - 2020 Vintage       On-Peak       \$0.17649       + \$0.0075         TOU-PA-S       Winter       Generation - 2020 Vintage	A6-TOU-P	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.12131	+ \$0.0075
A6-TOU-P         Winter         Generation - 2020 Vintage         Super Off-Peak         \$0.09472         + \$0.0075           A6-TOU-T         Summer         Demand - 2020 Vintage         Total         \$16.04            A6-TOU-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.22875         + \$0.0075           A6-TOU-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.14204         + \$0.0075           A6-TOU-T         Summer         Generation - 2020 Vintage         Off-Peak         \$0.14204         + \$0.0075           A6-TOU-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.20671         + \$0.0075           A6-TOU-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.11706         + \$0.0075           A6-TOU-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.11706         + \$0.0075           A6-TOU-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.31909         + \$0.0075           TOU-PA-S         Summer         Generation - 2020 Vintage         On-Peak         \$0.17649         + \$0.0075           TOU-PA-S         Winter         Generation - 2020 Vintage         On-Peak         \$0.141180	A6-TOU-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.21573	+ \$0.0075
A6-TOU-T         Summer         Demand - 2020 Vintage         Total         \$16.04           A6-TOU-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.22875         + \$0.0075           A6-TOU-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.14204         + \$0.0075           A6-TOU-T         Summer         Generation - 2020 Vintage         Off-Peak         \$0.14204         + \$0.0075           A6-TOU-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.20671         + \$0.0075           A6-TOU-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.20671         + \$0.0075           A6-TOU-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.11706         + \$0.0075           A6-TOU-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.11706         + \$0.0075           A6-TOU-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.31909         + \$0.0075           TOU-PA-S         Summer         Generation - 2020 Vintage         On-Peak         \$0.14180         + \$0.0075           TOU-PA-S         Winter         Generation - 2020 Vintage         On-Peak         \$0.14180         + \$0.0075 <td>A6-TOU-P</td> <td>Winter</td> <td>Generation - 2020 Vintage</td> <td>Off-Peak</td> <td>\$0.12199</td> <td>+ \$0.0075</td>	A6-TOU-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.12199	+ \$0.0075
A6-TOU-T       Summer       Generation - 2020 Vintage       On-Peak       \$0.22875       + \$0.0075         A6-TOU-T       Summer       Generation - 2020 Vintage       Off-Peak       \$0.14204       + \$0.0075         A6-TOU-T       Summer       Generation - 2020 Vintage       Super Off-Peak       \$0.11649       + \$0.0075         A6-TOU-T       Winter       Generation - 2020 Vintage       On-Peak       \$0.20671       + \$0.0075         A6-TOU-T       Winter       Generation - 2020 Vintage       Off-Peak       \$0.11706       + \$0.0075         A6-TOU-T       Winter       Generation - 2020 Vintage       Off-Peak       \$0.1706       + \$0.0075         A6-TOU-T       Winter       Generation - 2020 Vintage       Off-Peak       \$0.31909       + \$0.0075         A6-TOU-T       Winter       Generation - 2020 Vintage       Off-Peak       \$0.31909       + \$0.0075         TOU-PA-S       Summer       Generation - 2020 Vintage       Off-Peak       \$0.17649       + \$0.0075         TOU-PA-S       Winter       Generation - 2020 Vintage       On-Peak       \$0.14180       + \$0.0075         TOU-PA-S       Winter       Generation - 2020 Vintage       Off-Peak       \$0.14180       + \$0.0075         TOU-PA-P       Summer <t< td=""><td>A6-TOU-P</td><td>Winter</td><td>Generation - 2020 Vintage</td><td>Super Off-Peak</td><td>\$0.09472</td><td>+ \$0.0075</td></t<>	A6-TOU-P	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.09472	+ \$0.0075
A6-TOU-T       Summer       Generation - 2020 Vintage       On-Peak       \$0.22875       + \$0.0075         A6-TOU-T       Summer       Generation - 2020 Vintage       Off-Peak       \$0.14204       + \$0.0075         A6-TOU-T       Summer       Generation - 2020 Vintage       Super Off-Peak       \$0.11649       + \$0.0075         A6-TOU-T       Winter       Generation - 2020 Vintage       On-Peak       \$0.20671       + \$0.0075         A6-TOU-T       Winter       Generation - 2020 Vintage       Off-Peak       \$0.11706       + \$0.0075         A6-TOU-T       Winter       Generation - 2020 Vintage       Off-Peak       \$0.1706       + \$0.0075         A6-TOU-T       Winter       Generation - 2020 Vintage       Off-Peak       \$0.31909       + \$0.0075         A6-TOU-T       Winter       Generation - 2020 Vintage       Off-Peak       \$0.31909       + \$0.0075         TOU-PA-S       Summer       Generation - 2020 Vintage       Off-Peak       \$0.17649       + \$0.0075         TOU-PA-S       Winter       Generation - 2020 Vintage       On-Peak       \$0.14180       + \$0.0075         TOU-PA-S       Winter       Generation - 2020 Vintage       Off-Peak       \$0.14180       + \$0.0075         TOU-PA-P       Summer <t< td=""><td></td><td></td><td></td><td></td><td></td><td></td></t<>						
A6-TOU-T         Summer         Generation - 2020 Vintage         Off-Peak         \$0.14204         + \$0.0075           A6-TOU-T         Summer         Generation - 2020 Vintage         Super Off-Peak         \$0.11649         + \$0.0075           A6-TOU-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.20671         + \$0.0075           A6-TOU-T         Winter         Generation - 2020 Vintage         Off-Peak         \$0.11706         + \$0.0075           A6-TOU-T         Winter         Generation - 2020 Vintage         Off-Peak         \$0.11706         + \$0.0075           A6-TOU-T         Winter         Generation - 2020 Vintage         Off-Peak         \$0.11706         + \$0.0075           A6-TOU-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.31909         + \$0.0075           TOU-PA-S         Summer         Generation - 2020 Vintage         On-Peak         \$0.17649         + \$0.0075           TOU-PA-S         Winter         Generation - 2020 Vintage         On-Peak         \$0.14180         + \$0.0075           TOU-PA-S         Winter         Generation - 2020 Vintage         On-Peak         \$0.14180         + \$0.0075           TOU-PA-P         Summer         Generation - 2020 Vintage         On-Peak	A6-TOU-T	Summer	Demand - 2020 Vintage	Total	\$16.04	
A6-TOU-T       Summer       Generation - 2020 Vintage       Super Off-Peak       \$0.11649       + \$0.0075         A6-TOU-T       Winter       Generation - 2020 Vintage       On-Peak       \$0.20671       + \$0.0075         A6-TOU-T       Winter       Generation - 2020 Vintage       Off-Peak       \$0.11706       + \$0.0075         A6-TOU-T       Winter       Generation - 2020 Vintage       Off-Peak       \$0.11706       + \$0.0075         A6-TOU-T       Winter       Generation - 2020 Vintage       Off-Peak       \$0.17649       + \$0.0075         TOU-PA-S       Summer       Generation - 2020 Vintage       Off-Peak       \$0.17649       + \$0.0075         TOU-PA-S       Winter       Generation - 2020 Vintage       On-Peak       \$0.14180       + \$0.0075         TOU-PA-S       Winter       Generation - 2020 Vintage       On-Peak       \$0.14180       + \$0.0075         TOU-PA-S       Winter       Generation - 2020 Vintage       Off-Peak       \$0.14180       + \$0.0075         TOU-PA-P       Summer       Generation - 2020 Vintage       Off-Peak       \$0.17561       + \$0.0075         TOU-PA-P       Winter       Generation - 2020 Vintage       Off-Peak       \$0.14114       + \$0.0075         TOU-PA-P       Winter       <	A6-TOU-T	Summer	Generation - 2020 Vintage	On-Peak	\$0.22875	+ \$0.0075
A6-TOU-T       Winter       Generation - 2020 Vintage       On-Peak       \$0.20671       + \$0.0075         A6-TOU-T       Winter       Generation - 2020 Vintage       Off-Peak       \$0.11706       + \$0.0075         A6-TOU-T       Winter       Generation - 2020 Vintage       Off-Peak       \$0.11706       + \$0.0075         A6-TOU-T       Winter       Generation - 2020 Vintage       On-Peak       \$0.11706       + \$0.0075         A6-TOU-T       Winter       Generation - 2020 Vintage       On-Peak       \$0.31909       + \$0.0075         TOU-PA-S       Summer       Generation - 2020 Vintage       On-Peak       \$0.17649       + \$0.0075         TOU-PA-S       Winter       Generation - 2020 Vintage       On-Peak       \$0.14180       + \$0.0075         TOU-PA-S       Winter       Generation - 2020 Vintage       On-Peak       \$0.14180       + \$0.0075         TOU-PA-S       Winter       Generation - 2020 Vintage       On-Peak       \$0.31749       + \$0.0075         TOU-PA-P       Summer       Generation - 2020 Vintage       On-Peak       \$0.17561       + \$0.0075         TOU-PA-P       Summer       Generation - 2020 Vintage       On-Peak       \$0.14114       + \$0.0075         TOU-PA-P       Winter       Generatio	A6-TOU-T	Summer	Generation - 2020 Vintage	Off-Peak	\$0.14204	+ \$0.0075
A6-TOU-T       Winter       Generation - 2020 Vintage       Off-Peak       \$0.11706       + \$0.0075         A6-TOU-T       Winter       Generation - 2020 Vintage       Super Off-Peak       \$0.09097       + \$0.0075         TOU-PA-S       Summer       Generation - 2020 Vintage       On-Peak       \$0.31909       + \$0.0075         TOU-PA-S       Summer       Generation - 2020 Vintage       On-Peak       \$0.17649       + \$0.0075         TOU-PA-S       Winter       Generation - 2020 Vintage       On-Peak       \$0.17649       + \$0.0075         TOU-PA-S       Winter       Generation - 2020 Vintage       On-Peak       \$0.14180       + \$0.0075         TOU-PA-S       Winter       Generation - 2020 Vintage       On-Peak       \$0.14180       + \$0.0075         TOU-PA-S       Winter       Generation - 2020 Vintage       On-Peak       \$0.14180       + \$0.0075         TOU-PA-P       Summer       Generation - 2020 Vintage       On-Peak       \$0.17561       + \$0.0075         TOU-PA-P       Winter       Generation - 2020 Vintage       On-Peak       \$0.14114       + \$0.0075         TOU-PA-P       Winter       Generation - 2020 Vintage       On-Peak       \$0.14114       + \$0.0075         TOU-PA-2-S       Summer       G	A6-TOU-T	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.11649	+ \$0.0075
A6-TOU-T         Winter         Generation - 2020 Vintage         Super Off-Peak         \$0.09097         + \$0.0075           TOU-PA-S         Summer         Generation - 2020 Vintage         On-Peak         \$0.31909         + \$0.0075           TOU-PA-S         Summer         Generation - 2020 Vintage         Off-Peak         \$0.17649         + \$0.0075           TOU-PA-S         Winter         Generation - 2020 Vintage         Off-Peak         \$0.14180         + \$0.0075           TOU-PA-S         Winter         Generation - 2020 Vintage         On-Peak         \$0.14180         + \$0.0075           TOU-PA-S         Winter         Generation - 2020 Vintage         On-Peak         \$0.14180         + \$0.0075           TOU-PA-S         Winter         Generation - 2020 Vintage         Off-Peak         \$0.31749         + \$0.0075           TOU-PA-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.14114         + \$0.0075           TOU-PA-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.14114         + \$0.0075           TOU-PA-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.14114         + \$0.0075           TOU-PA-2-S         Summer         Generation - 2020 Vintage         On-Peak	A6-TOU-T	Winter	Generation - 2020 Vintage	On-Peak	\$0.20671	+ \$0.0075
TOU-PA-S         Summer         Generation - 2020 Vintage         On-Peak         \$0.31909         + \$0.0075           TOU-PA-S         Summer         Generation - 2020 Vintage         Off-Peak         \$0.17649         + \$0.0075           TOU-PA-S         Winter         Generation - 2020 Vintage         On-Peak         \$0.14180         + \$0.0075           TOU-PA-S         Winter         Generation - 2020 Vintage         On-Peak         \$0.14180         + \$0.0075           TOU-PA-S         Winter         Generation - 2020 Vintage         Off-Peak         \$0.31749         + \$0.0075           TOU-PA-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.31749         + \$0.0075           TOU-PA-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.17561         + \$0.0075           TOU-PA-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.14114         + \$0.0075           TOU-PA-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.14114         + \$0.0075           TOU-PA-P         Winter         Generation - 2020 Vintage         On-Peak         \$13.98         \$0.0075           TOU-PA-2-S         Summer         Generation - 2020 Vintage         On-Peak         \$0.19	A6-TOU-T	Winter	Generation - 2020 Vintage	Off-Peak	\$0.11706	+ \$0.0075
TOU-PA-S         Summer         Generation - 2020 Vintage         On-Peak         \$0.31909         + \$0.0075           TOU-PA-S         Summer         Generation - 2020 Vintage         Off-Peak         \$0.17649         + \$0.0075           TOU-PA-S         Winter         Generation - 2020 Vintage         On-Peak         \$0.14180         + \$0.0075           TOU-PA-S         Winter         Generation - 2020 Vintage         On-Peak         \$0.14180         + \$0.0075           TOU-PA-S         Winter         Generation - 2020 Vintage         Off-Peak         \$0.31749         + \$0.0075           TOU-PA-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.31749         + \$0.0075           TOU-PA-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.17561         + \$0.0075           TOU-PA-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.14114         + \$0.0075           TOU-PA-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.14114         + \$0.0075           TOU-PA-P         Winter         Generation - 2020 Vintage         On-Peak         \$13.98         \$0.0075           TOU-PA-2-S         Summer         Generation - 2020 Vintage         On-Peak         \$0.19	A6-TOU-T	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.09097	+ \$0.0075
TOU-PA-S       Summer       Generation - 2020 Vintage       Off-Peak       \$0.17649       + \$0.0075         TOU-PA-S       Winter       Generation - 2020 Vintage       On-Peak       \$0.14180       + \$0.0075         TOU-PA-S       Winter       Generation - 2020 Vintage       On-Peak       \$0.14180       + \$0.0075         TOU-PA-S       Winter       Generation - 2020 Vintage       Off-Peak       \$0.06945       + \$0.0075         TOU-PA-S       Winter       Generation - 2020 Vintage       On-Peak       \$0.31749       + \$0.0075         TOU-PA-P       Summer       Generation - 2020 Vintage       On-Peak       \$0.31749       + \$0.0075         TOU-PA-P       Summer       Generation - 2020 Vintage       On-Peak       \$0.17561       + \$0.0075         TOU-PA-P       Winter       Generation - 2020 Vintage       On-Peak       \$0.14114       + \$0.0075         TOU-PA-P       Winter       Generation - 2020 Vintage       On-Peak       \$0.14114       + \$0.0075         TOU-PA-P       Winter       Generation - 2020 Vintage       On-Peak       \$0.19176       + \$0.0075         TOU-PA-2-S       Summer       Generation - 2020 Vintage       On-Peak       \$0.19176       + \$0.0075         TOU-PA-2-S       Summer       Gener			5			
TOU-PA-S       Summer       Generation - 2020 Vintage       Off-Peak       \$0.17649       + \$0.0075         TOU-PA-S       Winter       Generation - 2020 Vintage       On-Peak       \$0.14180       + \$0.0075         TOU-PA-S       Winter       Generation - 2020 Vintage       On-Peak       \$0.14180       + \$0.0075         TOU-PA-S       Winter       Generation - 2020 Vintage       Off-Peak       \$0.06945       + \$0.0075         TOU-PA-S       Winter       Generation - 2020 Vintage       On-Peak       \$0.31749       + \$0.0075         TOU-PA-P       Summer       Generation - 2020 Vintage       On-Peak       \$0.31749       + \$0.0075         TOU-PA-P       Summer       Generation - 2020 Vintage       On-Peak       \$0.17561       + \$0.0075         TOU-PA-P       Winter       Generation - 2020 Vintage       On-Peak       \$0.14114       + \$0.0075         TOU-PA-P       Winter       Generation - 2020 Vintage       On-Peak       \$0.14114       + \$0.0075         TOU-PA-P       Winter       Generation - 2020 Vintage       On-Peak       \$0.19176       + \$0.0075         TOU-PA-2-S       Summer       Generation - 2020 Vintage       On-Peak       \$0.19176       + \$0.0075         TOU-PA-2-S       Summer       Gener	TOU-PA-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.31909	+ \$0.0075
TOU-PA-S TOU-PA-S         Winter         Generation - 2020 Vintage         On-Peak         \$0.14180         + \$0.0075           TOU-PA-S         Winter         Generation - 2020 Vintage         Off-Peak         \$0.6945         + \$0.0075           TOU-PA-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.31749         + \$0.0075           TOU-PA-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.17561         + \$0.0075           TOU-PA-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.14114         + \$0.0075           TOU-PA-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.14114         + \$0.0075           TOU-PA-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.14114         + \$0.0075           TOU-PA-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.19176         + \$0.0075           TOU-PA-2-S         Summer         Demand - 2020 Vintage         On-Peak         \$0.19176         + \$0.0075           TOU-PA-2-S         Summer         Generation - 2020 Vintage         On-Peak         \$0.19176         + \$0.0075           TOU-PA-2-S         Summer         Generation - 2020 Vintage         Off-Peak						+ \$0.0075
TOU-PA-S         Winter         Generation - 2020 Vintage         Off-Peak         \$0.06945         + \$0.0075           TOU-PA-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.31749         + \$0.0075           TOU-PA-P         Summer         Generation - 2020 Vintage         Off-Peak         \$0.17561         + \$0.0075           TOU-PA-P         Summer         Generation - 2020 Vintage         Off-Peak         \$0.14114         + \$0.0075           TOU-PA-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.14114         + \$0.0075           TOU-PA-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.14114         + \$0.0075           TOU-PA-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.19176         + \$0.0075           TOU-PA-2-S         Summer         Demand - 2020 Vintage         On-Peak         \$0.19176         + \$0.0075           TOU-PA-2-S         Summer         Generation - 2020 Vintage         On-Peak         \$0.19176         + \$0.0075           TOU-PA-2-S         Summer         Generation - 2020 Vintage         Off-Peak         \$0.1941         + \$0.0075           TOU-PA-2-S         Summer         Generation - 2020 Vintage         Off-Peak         <			-			
TOU-PA-PSummerGeneration - 2020 VintageOn-Peak\$0.31749+ \$0.0075TOU-PA-PSummerGeneration - 2020 VintageOff-Peak\$0.17561+ \$0.0075TOU-PA-PWinterGeneration - 2020 VintageOn-Peak\$0.14114+ \$0.0075TOU-PA-PWinterGeneration - 2020 VintageOn-Peak\$0.14114+ \$0.0075TOU-PA-PWinterGeneration - 2020 VintageOff-Peak\$0.06919+ \$0.0075TOU-PA-PWinterGeneration - 2020 VintageOn-Peak\$0.19176+ \$0.0075TOU-PA-2-SSummerGeneration - 2020 VintageOn-Peak\$0.19176+ \$0.0075TOU-PA-2-SSummerGeneration - 2020 VintageOff-Peak\$0.19176+ \$0.0075TOU-PA-2-SSummerGeneration - 2020 VintageOff-Peak\$0.19176+ \$0.0075TOU-PA-2-SSummerGeneration - 2020 VintageOff-Peak\$0.19176+ \$0.0075TOU-PA-2-SSummerGeneration - 2020 VintageOff-Peak\$0.19176+ \$0.0075TOU-PA-2-SSummerGeneration - 2020 VintageOn-Peak\$0.19176+ \$0.0075TOU-PA-2-SWinterGeneration - 2020 VintageOn-Peak\$0.08983+ \$0.0075TOU-PA-2-SWinterGeneration - 2020 VintageOn-Peak\$0.16063+ \$0.0075TOU-PA-2-SWinterGeneration - 2020 VintageOff-Peak\$0.9036+ \$0.0075			Ũ		-	
TOU-PA-P         Summer         Generation - 2020 Vintage         Off-Peak         \$0.17561         + \$0.0075           TOU-PA-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.14114         + \$0.0075           TOU-PA-P         Winter         Generation - 2020 Vintage         Off-Peak         \$0.06919         + \$0.0075           TOU-PA-P         Winter         Generation - 2020 Vintage         Off-Peak         \$0.06919         + \$0.0075           TOU-PA-P         Winter         Generation - 2020 Vintage         On-Peak         \$13.98           TOU-PA-2-S         Summer         Generation - 2020 Vintage         On-Peak         \$0.19176         + \$0.0075           TOU-PA-2-S         Summer         Generation - 2020 Vintage         Off-Peak         \$0.19176         + \$0.0075           TOU-PA-2-S         Summer         Generation - 2020 Vintage         Off-Peak         \$0.19176         + \$0.0075           TOU-PA-2-S         Summer         Generation - 2020 Vintage         Off-Peak         \$0.1941         + \$0.0075           TOU-PA-2-S         Summer         Generation - 2020 Vintage         Super Off-Peak         \$0.08983         + \$0.0075           TOU-PA-2-S         Winter         Generation - 2020 Vintage         On-Peak         \$0.16063 </td <td>_</td> <td></td> <td></td> <td></td> <td></td> <td>, -</td>	_					, -
TOU-PA-P         Summer         Generation - 2020 Vintage         Off-Peak         \$0.17561         + \$0.0075           TOU-PA-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.14114         + \$0.0075           TOU-PA-P         Winter         Generation - 2020 Vintage         Off-Peak         \$0.06919         + \$0.0075           TOU-PA-P         Winter         Generation - 2020 Vintage         Off-Peak         \$0.06919         + \$0.0075           TOU-PA-P         Winter         Generation - 2020 Vintage         On-Peak         \$13.98           TOU-PA-2-S         Summer         Generation - 2020 Vintage         On-Peak         \$0.19176         + \$0.0075           TOU-PA-2-S         Summer         Generation - 2020 Vintage         Off-Peak         \$0.19176         + \$0.0075           TOU-PA-2-S         Summer         Generation - 2020 Vintage         Off-Peak         \$0.19176         + \$0.0075           TOU-PA-2-S         Summer         Generation - 2020 Vintage         Off-Peak         \$0.1941         + \$0.0075           TOU-PA-2-S         Summer         Generation - 2020 Vintage         Super Off-Peak         \$0.08983         + \$0.0075           TOU-PA-2-S         Winter         Generation - 2020 Vintage         On-Peak         \$0.16063 </td <td>TOU-PA-P</td> <td>Summer</td> <td>Generation - 2020 Vintage</td> <td>On-Peak</td> <td>\$0.31749</td> <td>+ \$0.0075</td>	TOU-PA-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.31749	+ \$0.0075
TOU-PA-P TOU-PA-P         Winter         Generation - 2020 Vintage         On-Peak Off-Peak         \$0.14114         + \$0.0075           TOU-PA-P         Winter         Generation - 2020 Vintage         Off-Peak         \$0.66919         + \$0.0075           TOU-PA-P         Winter         Demand - 2020 Vintage         On-Peak         \$13.98           TOU-PA-2-S         Summer         Generation - 2020 Vintage         On-Peak         \$0.19176         + \$0.0075           TOU-PA-2-S         Summer         Generation - 2020 Vintage         On-Peak         \$0.19176         + \$0.0075           TOU-PA-2-S         Summer         Generation - 2020 Vintage         Off-Peak         \$0.11941         + \$0.0075           TOU-PA-2-S         Summer         Generation - 2020 Vintage         Off-Peak         \$0.08983         + \$0.0075           TOU-PA-2-S         Summer         Generation - 2020 Vintage         On-Peak         \$0.08983         + \$0.0075           TOU-PA-2-S         Winter         Generation - 2020 Vintage         On-Peak         \$0.16063         + \$0.0075           TOU-PA-2-S         Winter         Generation - 2020 Vintage         On-Peak         \$0.16063         + \$0.0075           TOU-PA-2-S         Winter         Generation - 2020 Vintage         Off-Peak					•	
TOU-PA-P         Winter         Generation - 2020 Vintage         Off-Peak         \$0.06919         + \$0.0075           TOU-PA-2-S         Summer         Demand - 2020 Vintage         On-Peak         \$13.98           TOU-PA-2-S         Summer         Generation - 2020 Vintage         On-Peak         \$0.19176         + \$0.0075           TOU-PA-2-S         Summer         Generation - 2020 Vintage         On-Peak         \$0.19176         + \$0.0075           TOU-PA-2-S         Summer         Generation - 2020 Vintage         Off-Peak         \$0.11941         + \$0.0075           TOU-PA-2-S         Summer         Generation - 2020 Vintage         Super Off-Peak         \$0.08983         + \$0.0075           TOU-PA-2-S         Winter         Generation - 2020 Vintage         On-Peak         \$0.16063         + \$0.0075           TOU-PA-2-S         Winter         Generation - 2020 Vintage         On-Peak         \$0.16063         + \$0.0075           TOU-PA-2-S         Winter         Generation - 2020 Vintage         Off-Peak         \$0.09036         + \$0.0075					-	
TOU-PA-2-S         Summer         Demand - 2020 Vintage         On-Peak         \$13.98           TOU-PA-2-S         Summer         Generation - 2020 Vintage         On-Peak         \$0.19176         + \$0.0075           TOU-PA-2-S         Summer         Generation - 2020 Vintage         Off-Peak         \$0.11941         + \$0.0075           TOU-PA-2-S         Summer         Generation - 2020 Vintage         Off-Peak         \$0.19883         + \$0.0075           TOU-PA-2-S         Summer         Generation - 2020 Vintage         Super Off-Peak         \$0.08983         + \$0.0075           TOU-PA-2-S         Winter         Generation - 2020 Vintage         On-Peak         \$0.16063         + \$0.0075           TOU-PA-2-S         Winter         Generation - 2020 Vintage         Off-Peak         \$0.09036         + \$0.0075			•		-	
TOU-PA-2-S         Summer         Generation - 2020 Vintage         On-Peak         \$0.19176         + \$0.0075           TOU-PA-2-S         Summer         Generation - 2020 Vintage         Off-Peak         \$0.11941         + \$0.0075           TOU-PA-2-S         Summer         Generation - 2020 Vintage         Super Off-Peak         \$0.08983         + \$0.0075           TOU-PA-2-S         Winter         Generation - 2020 Vintage         On-Peak         \$0.16063         + \$0.0075           TOU-PA-2-S         Winter         Generation - 2020 Vintage         On-Peak         \$0.16063         + \$0.0075           TOU-PA-2-S         Winter         Generation - 2020 Vintage         Off-Peak         \$0.09036         + \$0.0075	1001A1	white	Seneration 2020 Vintage	GHICUN		. 90.0075
TOU-PA-2-S         Summer         Generation - 2020 Vintage         On-Peak         \$0.19176         + \$0.0075           TOU-PA-2-S         Summer         Generation - 2020 Vintage         Off-Peak         \$0.11941         + \$0.0075           TOU-PA-2-S         Summer         Generation - 2020 Vintage         Super Off-Peak         \$0.08983         + \$0.0075           TOU-PA-2-S         Winter         Generation - 2020 Vintage         On-Peak         \$0.16063         + \$0.0075           TOU-PA-2-S         Winter         Generation - 2020 Vintage         On-Peak         \$0.16063         + \$0.0075           TOU-PA-2-S         Winter         Generation - 2020 Vintage         Off-Peak         \$0.09036         + \$0.0075	ΤΟΠ-Δ-2-2	Summer	Demand - 2020 Vintage	On-Peak	\$13 QQ	
TOU-PA-2-S         Summer         Generation - 2020 Vintage         Off-Peak         \$0.11941         + \$0.0075           TOU-PA-2-S         Summer         Generation - 2020 Vintage         Super Off-Peak         \$0.08983         + \$0.0075           TOU-PA-2-S         Winter         Generation - 2020 Vintage         On-Peak         \$0.16063         + \$0.0075           TOU-PA-2-S         Winter         Generation - 2020 Vintage         On-Peak         \$0.09036         + \$0.0075           TOU-PA-2-S         Winter         Generation - 2020 Vintage         Off-Peak         \$0.09036         + \$0.0075			-			+ ¢0 0075
TOU-PA-2-S         Summer         Generation - 2020 Vintage         Super Off-Peak         \$0.08983         + \$0.0075           TOU-PA-2-S         Winter         Generation - 2020 Vintage         On-Peak         \$0.16063         + \$0.0075           TOU-PA-2-S         Winter         Generation - 2020 Vintage         Off-Peak         \$0.09036         + \$0.0075					•	
TOU-PA-2-S         Winter         Generation - 2020 Vintage         On-Peak         \$0.16063         + \$0.0075           TOU-PA-2-S         Winter         Generation - 2020 Vintage         Off-Peak         \$0.09036         + \$0.0075			-		-	
TOU-PA-2-S Winter Generation - 2020 Vintage Off-Peak \$0.09036 + \$0.0075					-	-
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IOU-PA-2-S Winter Generation - 2020 Vintage Super Off-Peak \$0.06995 + \$0.0075			•		-	
		Wintor	(-onoration - 2020 Vintage	Super Ott-Peak	50 06005	+ SO(0075)

TOU-PA-2-P	Summer	Demand - 2020 Vintage	On-Peak	\$13.92	
TOU-PA-2-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.19095	+ \$0.0075
TOU-PA-2-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.11894	+ \$0.0075
TOU-PA-2-P	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.08953	+ \$0.0075
TOU-PA-2-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.15990	+ \$0.0075
TOU-PA-2-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.08999	+ \$0.0075
TOU-PA-2-P	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.06972	+ \$0.0075
TOU-PA-3-S <20kW	Summer	Generation - 2020 Vintage	On-Peak	\$0.36649	+ \$0.0075
TOU-PA-3-S <20kW	Summer	Generation - 2020 Vintage	Off-Peak	\$0.19861	+ \$0.0075
TOU-PA-3-S <20kW	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.09500	+ \$0.0075
TOU-PA-3-S <20kW	Winter	Generation - 2020 Vintage	On-Peak	\$0.13177	+ \$0.0075
TOU-PA-3-S <20kW	Winter	Generation - 2020 Vintage	Off-Peak	\$0.07417	+ \$0.0075
TOU-PA-3-S <20kW	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.05744	+ \$0.0075
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TOU-PA-3-P <20kW	Summer	Generation - 2020 Vintage	On-Peak	\$0.36472	+ \$0.0075
TOU-PA-3-P <20kW	Summer	Generation - 2020 Vintage	Off-Peak	\$0.19766	+ \$0.0075
TOU-PA-3-P <20kW	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.09454	+ \$0.0075
TOU-PA-3-P <20kW	Winter	5	On-Peak	\$0.13116	+ \$0.0075
TOU-PA-3-P <20kW	Winter	Generation - 2020 Vintage	Off-Peak	\$0.13116	+ \$0.0075 + \$0.0075
TOU-PA-3-P <20kW	Winter Winter	Generation - 2020 Vintage Generation - 2020 Vintage	Super Off-Peak	\$0.07386 \$0.05725	+ \$0.0075 + \$0.0075
100-PA-3-P <20KW	winter	Generation - 2020 Vintage	Зирег Оп-Реак	30.03725	+ 30.0075
TOU-PA-3-S >=20kW	Cumanaar	Domand 2020 Vintage	On-Peak	\$3.92	
	Summer	Demand - 2020 Vintage		•	. ćo 0075
TOU-PA-3-S >=20kW	Summer	Generation - 2020 Vintage	On-Peak	\$0.35466	+ \$0.0075
TOU-PA-3-S >=20kW	Summer	Generation - 2020 Vintage	Off-Peak	\$0.19230	+ \$0.0075
TOU-PA-3-S >=20kW	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.08586	+ \$0.0075
TOU-PA-3-S >=20kW	Winter	Generation - 2020 Vintage	On-Peak	\$0.12578	+ \$0.0075
TOU-PA-3-S >=20kW	Winter	Generation - 2020 Vintage	Off-Peak	\$0.07082	+ \$0.0075
TOU-PA-3-S >=20kW	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.05486	+ \$0.0075
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TOU-PA-3-P >=20kW	Summer	Demand - 2020 Vintage	On-Peak	\$3.91	
TOU-PA-3-P >=20kW	Summer	Generation - 2020 Vintage	On-Peak	\$0.35307	+ \$0.0075
TOU-PA-3-P >=20kW	Summer	Generation - 2020 Vintage	Off-Peak	\$0.19146	+ \$0.0075
TOU-PA-3-P >=20kW	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.08545	+ \$0.0075
TOU-PA-3-P >=20kW	Winter	Generation - 2020 Vintage	On-Peak	\$0.12519	+ \$0.0075
TOU-PA-3-P >=20kW	Winter	Generation - 2020 Vintage	Off-Peak	\$0.07048	+ \$0.0075
TOU-PA-3-P >=20kW	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.05460	+ \$0.0075
PA-T-1-S	Summer	Demand - 2020 Vintage	On-Peak	\$7.97	
PA-T-1-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.19341	+ \$0.0075
PA-T-1-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.12094	+ \$0.0075
PA-T-1-S	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.09582	+ \$0.0075
PA-T-1-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.17146	+ \$0.0075
PA-T-1-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.09643	+ \$0.0075
PA-T-1-S	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.07464	+ \$0.0075
PA-T-1-P	Summer	Demand - 2020 Vintage	On-Peak	\$7.93	
PA-T-1-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.19247	+ \$0.0075
PA-T-1-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.12038	+ \$0.0075
PA-T-1-P	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.09550	+ \$0.0075
PA-T-1-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.17068	+ \$0.0075
PA-T-1-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.09604	+ \$0.0075
PA-T-1-P	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.07440	+ \$0.0075
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PA-T-1-T	Summer	Demand - 2020 Vintage	On-Peak	\$7.59	
PA-T-1-T	Summer	Generation - 2020 Vintage	On-Peak	\$0.18423	+ \$0.0075
PA-T-1-T	Summer	Generation - 2020 Vintage	Off-Peak	\$0.11528	+ \$0.0075
PA-T-1-T	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.09166	+ \$0.0075
PA-T-1-T	Winter	Generation - 2020 Vintage	On-Peak	\$0.16351	+ \$0.0075
PA-T-1-T	Winter	Generation - 2020 Vintage	Off-Peak	\$0.09212	+ \$0.0075
PA-T-1-T	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.07143	+ \$0.0075
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LS	All	Generation - 2020 Vintage	Total	\$0.10366	+ \$0.0075
		0			·
OL-2	All	Generation - 2020 Vintage	Total	\$0.10366	+ \$0.0075
		0		•	·
LS-2-AD	Summer	Generation - 2020 Vintage	On-Peak	\$0.31559	+ \$0.0075
LS-2-AD	Summer	Generation - 2020 Vintage	Off-Peak	\$0.19202	+ \$0.0075
LS-2-AD	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.08193	+ \$0.0075
LS-2-AD	Winter	Generation - 2020 Vintage	On-Peak	\$0.14416	+ \$0.0075
LS-2-AD	Winter	Generation - 2020 Vintage	Off-Peak	\$0.08113	+ \$0.0075
LS-2-AD	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.06275	+ \$0.0075
10 2 110	Winter	Ceneration 2020 Vintage	Super off Feak	<i>\</i> 0.00273	· \$0.0075
G-TOU-M	Summer	Generation - 2020 Vintage	On-Peak	\$0.20236	+ \$0.0075
G-TOU-M	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.20250	+ \$0.0075
G-TOU-M	Summer	Generation - 2020 Vintage	Off-Peak	\$0.20065	+ \$0.0075
G-TOU-M	Winter	Generation - 2020 Vintage	On-Peak	\$0.17933	+ \$0.0075
G-TOU-M	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.08458	+ \$0.0075
G-TOU-M	Winter	Generation - 2020 Vintage	Off-Peak	\$0.08438 \$0.08443	+ \$0.0075
G-100-IVI	winter	Generation - 2020 Vintage	UII-Peak	ŞU.U6445	+ \$0.0075
G-OL-TOU	Summer	Generation - 2020 Vintage	On-Peak	\$0.20435	+ \$0.0075
G-OL-TOU	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.17782	+ \$0.0075
G-OL-TOU		Generation - 2020 Vintage	Off-Peak	\$0.15720	+ \$0.0075
	Summer	•			
G-OL-TOU	Winter	Generation - 2020 Vintage	On-Peak	\$0.30925	+ \$0.0075
G-OL-TOU	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.14608	+ \$0.0075
G-OL-TOU	Winter	Generation - 2020 Vintage	Off-Peak	\$0.14606	+ \$0.0075
G-TOU-A-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.35762	+ \$0.0075
G-TOU-A-S G-TOU-A-S		•			
	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.20357	+ \$0.0075
G-TOU-A-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.09296	+ \$0.0075
G-TOU-A-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.17613	+ \$0.0075
G-TOU-A-S	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.08309	+ \$0.0075
G-TOU-A-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.08294	+ \$0.0075
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G-TOU-A-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.35575	+ \$0.0075
G-TOU-A-P	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.20249	+ \$0.0075
G-TOU-A-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.09248	+ \$0.0075
G-TOU-A-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.17529	+ \$0.0075
G-TOU-A-P	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.08273	+ \$0.0075
G-TOU-A-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.08258	+ \$0.0075
		Designed and a second state		60.00	
G-AL-TOU-S	Summer	Demand - 2020 Vintage	On-Peak	\$2.89	. 40.00
G-AL-TOU-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.14653	+ \$0.0075
G-AL-TOU-S	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.14512	+ \$0.0075
G-AL-TOU-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.13031	+ \$0.0075
G-AL-TOU-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.34215	+ \$0.0075
G-AL-TOU-S	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.16159	+ \$0.0075
G-AL-TOU-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.16141	+ \$0.0075
G-AL-TOU-P	Summer	Demand - 2020 Vintage	On-Peak	\$2.88	
G-AL-TOU-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.14578	+ \$0.0075
G-AL-TOU-P	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.14436	+ \$0.0075
G-AL-TOU-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.12963	+ \$0.0075
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G-AL-TOU-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.34051	+ \$0.0075
G-AL-TOU-P	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.16089	+ \$0.0075
G-AL-TOU-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.16071	+ \$0.0075
G-AL-TOU-T	Summer	Demand - 2020 Vintage	On-Peak	\$2.75	
G-AL-TOU-T	Summer	Generation - 2020 Vintage	On-Peak	\$0.13939	+ \$0.0075
G-AL-TOU-T	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.13806	+ \$0.0075
G-AL-TOU-T	Summer	Generation - 2020 Vintage	Off-Peak	\$0.12396	+ \$0.0075
G-AL-TOU-T	Winter	Generation - 2020 Vintage	On-Peak	\$0.32598	+ \$0.0075
G-AL-TOU-T	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.15427	+ \$0.0075
G-AL-TOU-T	Winter	Generation - 2020 Vintage	Off-Peak	\$0.15408	+ \$0.0075
G AL TOO T	winter	Generation 2020 vintage	Officar	<b>J0:13</b> +00	1 90.0075
G-DG-R-S	Summer	Concretion 2020 Vinters	On-Peak	\$0.20396	+ \$0.0075
G-DG-R-S	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.20396 \$0.18041	+ \$0.0075
		Generation - 2020 Vintage		-	+ \$0.0075
G-DG-R-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.15793	•
G-DG-R-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.30965	+ \$0.0075
G-DG-R-S	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.14636	+ \$0.0075
G-DG-R-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.14617	+ \$0.0075
-			-		
G-DG-R-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.20306	+ \$0.0075
G-DG-R-P	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.17952	+ \$0.0075
G-DG-R-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.15711	+ \$0.0075
G-DG-R-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.30816	+ \$0.0075
G-DG-R-P	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.14572	+ \$0.0075
G-DG-R-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.14553	+ \$0.0075
G-DG-R-T	Summer	Generation - 2020 Vintage	On-Peak	\$0.19548	+ \$0.0075
G-DG-R-T	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.17202	+ \$0.0075
G-DG-R-T	Summer	Generation - 2020 Vintage	Off-Peak	\$0.15024	+ \$0.0075
G-DG-R-T	Winter	Generation - 2020 Vintage	On-Peak	\$0.29503	+ \$0.0075
G-DG-R-T	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.13973	+ \$0.0075
G-DG-R-T	Winter	Generation - 2020 Vintage	Off-Peak	\$0.13955	+ \$0.0075
G-A6-TOU-P	Summer	Demand - 2020 Vintage	Total	\$2.88	
G-A6-TOU-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.14578	+ \$0.0075
G-A6-TOU-P	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.14436	+ \$0.0075
G-A6-TOU-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.12963	+ \$0.0075
G-A6-TOU-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.34051	+ \$0.0075
G-A6-TOU-P	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.16089	+ \$0.0075
G-A6-TOU-P	Winter	Generation - 2020 Vintage	Off-Peak	\$0.16071	+ \$0.0075
		5			·
G-A6-TOU-T	Summer	Demand - 2020 Vintage	Total	\$2.75	
G-A6-TOU-T	Summer	Generation - 2020 Vintage	On-Peak	\$0.13939	+ \$0.0075
G-A6-TOU-T	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.13806	+ \$0.0075
G-A6-TOU-T	Summer	Generation - 2020 Vintage	Off-Peak	\$0.12396	+ \$0.0075
G-A6-TOU-T	Winter	Generation - 2020 Vintage	On-Peak	\$0.32598	+ \$0.0075
G-A6-TOU-T	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.15427	+ \$0.0075
G-A6-TOU-T G-A6-TOU-T	Winter	Generation - 2020 Vintage	Off-Peak	\$0.15427 \$0.15408	+ \$0.0075
0 40-100-1	WIIILEI	Scheration 2020 Vintage	OTTECK	20.13 <del>4</del> 00	· JO.0075
	Cummo-	Domand 2020 Vintage	On Book	¢1 //	
G-PA-T-1-S	Summer	Demand - 2020 Vintage	On-Peak	\$1.46	
G-PA-T-1-S	Summer	Generation - 2020 Vintage	On-Peak	\$0.11466	+ \$0.0075
G-PA-T-1-S	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.11369	+ \$0.0075
G-PA-T-1-S	Summer	Generation - 2020 Vintage	Off-Peak	\$0.09720	+ \$0.0075
G-PA-T-1-S	Winter	Generation - 2020 Vintage	On-Peak	\$0.24278	+ \$0.0075
G-PA-T-1-S	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.11416	+ \$0.0075
G-PA-T-1-S	Winter	Generation - 2020 Vintage	Off-Peak	\$0.11412	+ \$0.0075
G-PA-T-1-P	Summer	Demand - 2020 Vintage	On-Peak	\$1.45	
G-PA-T-1-P	Summer	Generation - 2020 Vintage	On-Peak	\$0.10875	+ \$0.0075

G-RA-T-1-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.0075           G-RA-T-1-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.24161         + \$0.0075           G-RA-T-1-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.11367         + \$0.0075           G-RA-T-1-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.11362         + \$0.0075           G-RA-T-1-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.1993         + \$0.0075           G-RA-T-1-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.1993         + \$0.0075           G-RA-T-1-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.1924         + \$0.0075           G-RA-T-1-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.11302         + \$0.0075           G-TOU-PAS < 20kW         Summer         Generation - 2020 Vintage         Off-Peak         \$0.11302         + \$0.0075           G-TOU-PAS < 20kW         Summer         Generation - 2020 Vintage         Off-Peak         \$0.1424         + \$0.0075           G-TOU-PAS < 20kW         Summer         Generation - 2020 Vintage         On-Peak						
G-PA-T-1-P         Winter         Generation - 2020 Vintage         On-Peak         \$2.0.2161.1         + 9.0.0775           G-PA-T-1-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.11362         + 9.0.0775           G-PA-T-1-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.11362         + 9.0.075           G-PA-T-1-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.10814         + 9.0.075           G-PA-T-1-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.0242         + 9.0.075           G-PA-T-1-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.1202         + 9.0.075           G-PA-T-1-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.11302         + 9.0.075           G-PA-T-1-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.11302         + 9.0.075           G-TOU-PA-S - 20kW         Summer         Generation - 2020 Vintage         On-Peak         \$0.40234         + 9.0.075           G-TOU-PA-S - 20kW         Winter         Generation - 2020 Vintage         On-Peak         \$0.11508         + 9.0.075           G-TOU-PA-S - 20kW         Winter         Generation - 2020 Vintage </td <td>G-PA-T-1-P</td> <td>Summer</td> <td>Generation - 2020 Vintage</td> <td>Semi-Peak</td> <td>\$0.10779</td> <td>+ \$0.0075</td>	G-PA-T-1-P	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.10779	+ \$0.0075
G-PA-T-1-P         Winter         Generation - 2020 Vintage         Semi-Peak         S0.11367         + 50.0075           G-PA-T-1-T         Summer         Generation - 2020 Vintage         On-Peak         S0.1362         + 50.0075           G-PA-T-1-T         Summer         Generation - 2020 Vintage         On-Peak         S0.10814         + 50.0075           G-PA-T-1-T         Summer         Generation - 2020 Vintage         On-Peak         S0.0203         + 50.0075           G-PA-T-1-T         Winter         Generation - 2020 Vintage         On-Peak         S0.04203         + 50.0075           G-PA-T-1-T         Winter         Generation - 2020 Vintage         On-Peak         S0.1306         + 50.0075           G-PA-T-1-T         Winter         Generation - 2020 Vintage         On-Peak         S0.13068         + 50.0075           G-TOU-PA-S < 20kW	G-PA-T-1-P	Summer	Generation - 2020 Vintage	Off-Peak	\$0.09139	+ \$0.0075
G-PA-T-1-P         Winter         Generation - 2020 Vintage         Ori-Peak         \$0.11362         + \$0.0075           G-PA-T-1-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.10903         + \$0.0075           G-PA-T-1-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.10814         + \$0.0075           G-PA-T-1-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.09242         + \$0.0075           G-PA-T-1-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.101304         + \$0.0075           G-PA-T-1-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.101304         + \$0.0075           G-TOU-PA-S < 20kW	G-PA-T-1-P	Winter	Generation - 2020 Vintage	On-Peak	\$0.24161	+ \$0.0075
G-PA-T-1-P         Winter         Generation - 2020 Vintage         Ori-Peak         \$0.11362         + \$0.0075           G-PA-T-1-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.10903         + \$0.0075           G-PA-T-1-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.10814         + \$0.0075           G-PA-T-1-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.09242         + \$0.0075           G-PA-T-1-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.101304         + \$0.0075           G-PA-T-1-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.101304         + \$0.0075           G-TOU-PA-S < 20kW	G-PA-T-1-P	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.11367	+ \$0.0075
G-PA.T-1.T         Summer         Demand - 2020 Vintage         On-Peak         \$1.38           G-PA.T-1.T         Summer         Generation - 2020 Vintage         On-Peak         \$0.10903         + \$0.0075           G-PA.T-1.T         Summer         Generation - 2020 Vintage         On-Peak         \$0.0924         + \$0.0075           G-PA.T-1.T         Winter         Generation - 2020 Vintage         On-Peak         \$0.2024         + \$0.0075           G-PA.T-1.T         Winter         Generation - 2020 Vintage         On-Peak         \$0.11306         + \$0.0075           G-TOU-PA.S < 20kW	G-PA-T-1-P	Winter	Ũ	Off-Peak	\$0.11362	+ \$0.0075
G-PA-T-1-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.10913         + \$0.0075           G-PA-T-1-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.24203         + \$0.0075           G-PA-T-1-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.24203         + \$0.0075           G-PA-T-1-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.11300         + \$0.0075           G-TOU-PA-S < 20kW						
G-PA-T-1-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.10913         + \$0.0075           G-PA-T-1-T         Summer         Generation - 2020 Vintage         On-Peak         \$0.24203         + \$0.0075           G-PA-T-1-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.24203         + \$0.0075           G-PA-T-1-T         Winter         Generation - 2020 Vintage         On-Peak         \$0.11300         + \$0.0075           G-TOU-PA-S < 20kW		Summor	Domand 2020 Vintago	On Dook	¢1 20	
G-PA-T-1-T         Summer         Generation - 2020 Vintage         Semi-Peak         \$0.10814         + \$0.0075           G-PA-T-1-T         Winter         Generation - 2020 Vintage         Off-Peak         \$0.29242         + \$0.0075           G-PA-T-1-T         Winter         Generation - 2020 Vintage         Off-Peak         \$0.11302         + \$0.0075           G-TOU-PA-S < 20kW			•			· 60.0075
G-PA-T-1-T         Summer         Generation - 2020 Vintage         Off-Peak         \$0.09242         + \$0.0075           G-PA-T-1-T         Winter         Generation - 2020 Vintage         Off-Peak         \$0.11302         + \$0.0075           G-PA-T-1-T         Winter         Generation - 2020 Vintage         Off-Peak         \$0.11302         + \$0.0075           G-TOU-PA-S < 20kW			-			-
G-PA-T-1-T G-PA-T-1-T Winter         Winter         Generation - 2020 Vintage Generation - 2020 Vintage         On-Peak Semi-Peak         \$0.24023 \$0.11306         + \$0.0075           G-TOU-PA-S < 20kW			•			
G-PA-T-1-T         Winter         Generation - 2020 Vintage         Semi-Peak         \$0.11306         + \$0.0075           G-TOU-PA-S < 20kW	G-PA-T-1-T	Summer	Generation - 2020 Vintage	Off-Peak	\$0.09242	·
G-PA-T-1-T         Winter         Generation - 2020 Vintage         Off-Peak         \$0.11302         + \$0.0075           G-TOU-PA-S < 20kW	G-PA-T-1-T	Winter	Generation - 2020 Vintage	On-Peak	\$0.24023	+ \$0.0075
G-TOU-PA-S < 20kW	G-PA-T-1-T	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.11306	+ \$0.0075
G-TOU-PA-S < 20kW         Summer         Generation - 2020 Vintage         Semi-Peak         \$0.18068         + \$0.0075           G-TOU-PA-S < 20kW	G-PA-T-1-T	Winter	Generation - 2020 Vintage	Off-Peak	\$0.11302	+ \$0.0075
G-TOU-PA-S < 20kW         Summer         Generation - 2020 Vintage         Semi-Peak         \$0.18068         + \$0.0075           G-TOU-PA-S < 20kW						
G-T0U-PA-S 20kW         Summer         Generation - 2020 Vintage         Off-Peak         \$0.19068         + \$0.0075           G-T0U-PA-S 20kW         Winter         Generation - 2020 Vintage         Off-Peak         \$0.10424         + \$0.0075           G-T0U-PA-S 20kW         Winter         Generation - 2020 Vintage         Off-Peak         \$0.1098         + \$0.0075           G-T0U-PA-S 20kW         Winter         Generation - 2020 Vintage         Off-Peak         \$0.0013         + \$0.0075           G-T0U-PA-S 20kW         Summer         Generation - 2020 Vintage         Off-Peak         \$0.40024         + \$0.0075           G-T0U-PA-P 20kW         Summer         Generation - 2020 Vintage         Off-Peak         \$0.10370         + \$0.0075           G-T0U-PA-P 20kW         Winter         Generation - 2020 Vintage         Off-Peak         \$0.10370         + \$0.0075           G-T0U-PA-P 20kW         Winter         Generation - 2020 Vintage         Off-Peak         \$0.1076         + \$0.0075           G-T0U-PA-S 20kW         Winter         Generation - 2020 Vintage         On-Peak         \$1.83           G-T0U-PA-S = 20kW         Summer         Generation - 2020 Vintage         On-Peak         \$0.12464         + \$0.0075           G-T0U-PA-S = 20kW         Summer         Generation - 2020	G-TOU-PA-S < 20kW	Summer	Generation - 2020 Vintage	On-Peak	\$0.40234	+ \$0.0075
G-TOU-PA-S < 20kW         Summer         Generation - 2020 Vintage         Off-Peak         \$0.10424         + \$0.0075           G-TOU-PA-S < 20kW	G-TOU-PA-S < 20kW	Summer		Semi-Peak	\$0.18068	+ \$0.0075
G-TOU-PA-S < 20kW         Winter         Generation - 2020 Vintage         On-Peak         \$0.15098         + \$0.0075           G-TOU-PA-S < 20kW			•		•	
G-TOU-PA-S < 20kW         Winter         Generation - 2020 Vintage         Semi-Peak         \$0.07113         + \$0.0075           G-TOU-PA-S < 20kW			•			
G-TOU-PA-S < 20kWWinterGeneration - 2020 VintageOff-Peak\$0.07109+ \$0.0075G-TOU-PA-P < 20kW			•			-
G-TOU-PA-P < 20kWSummerGeneration - 2020 VintageOn-Peak\$0.40024 $+$ \$0.0075G-TOU-PA-P < 20kW			-		•	-
G-TOU-PA-P < 20kWSummer Generation - 2020 VintageSemi-Peak\$0.17974 $+$ \$0.0075G-TOU-PA-P < 20kW	G-100-PA-S < 20kW	winter	Generation - 2020 Vintage	Ott-Peak	\$0.07109	+ \$0.0075
G-TOU-PA-P < 20kWSummer Generation - 2020 VintageSemi-Peak\$0.17974 $+$ \$0.0075G-TOU-PA-P < 20kW						
G-TOU-PA-P < 20kWSummer WinterGeneration - 2020 Vintage Generation - 2020 VintageOff-Peak\$0.10370 $+$ \$0.0075G-TOU-PA-P < 20kW	G-TOU-PA-P < 20kW	Summer	Generation - 2020 Vintage	On-Peak	•	·
G-TOU-PA-P < 20kWWinter Generation - 2020 VintageOn-Peak\$0.15020 $\pm$ \$0.0075G-TOU-PA-P < 20kW	G-TOU-PA-P < 20kW	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.17974	+ \$0.0075
G-TOU-PA-P < 20kW G-TOU-PA-P < 20kWWinterGeneration - 2020 Vintage Generation - 2020 VintageSemi-Peak Off-Peak\$0.0776 \$0.0772 $\pm$ \$0.0075G-TOU-PA-S >= 20kW G-TOU-PA-S >= 20kW SummerDemand - 2020 Vintage Generation - 2020 Vintage Generation - 2020 Vintage On-PeakOn-Peak \$0.12464 $\pm$ \$0.0075G-TOU-PA-S >= 20kW G-TOU-PA-S >= 20kW SummerGeneration - 2020 Vintage Generation - 2020 Vintage Generation - 2020 Vintage On-PeakOn-Peak \$0.12621 $\pm$ \$0.0075G-TOU-PA-S >= 20kW SummerGeneration - 2020 Vintage Generation - 2020 Vintage Generation - 2020 Vintage Off-PeakOn-Peak \$0.12340 $\pm$ \$0.0075G-TOU-PA-S >= 20kW G-TOU-PA-S >= 20kW WinterGeneration - 2020 Vintage Generation - 2020 Vintage Off-PeakOn-Peak \$0.12340 $\pm$ \$0.0075G-TOU-PA-S >= 20kW G-TOU-PA-P >= 20kW SummerDemand - 2020 Vintage Generation - 2020 Vintage On-Peak S0.12337 $\pm$ \$0.0075G-TOU-PA-P >= 20kW SummerDemand - 2020 Vintage Generation - 2020 Vintage On-Peak S0.12125 $\pm$ \$0.0075G-TOU-PA-P >= 20kW SummerGeneration - 2020 Vintage Generation - 2020 Vintage On-Peak S0.12125 $\pm$ \$0.0075G-TOU-PA-P >= 20kW Winter Generation - 2020 Vintage Generation - 2020 Vintage On-Peak S0.1225 $\pm$ \$0.0075G-TOU-PA-P >= 20kW Winter Generation - 2020 Vintage Generation - 2020 Vintage Off-Peak S0.12284 $\pm$ \$0.0075EV-HP-S Summer EV-HP-SDemand - 2020 Vintage Generation - 2020 Vintage On-Peak S0.02263 $\pm$ \$0.0075EV-HP-S Winter Genera	G-TOU-PA-P < 20kW	Summer	Generation - 2020 Vintage	Off-Peak	\$0.10370	+ \$0.0075
G-TOU-PA-P < 20kWWinterGeneration - 2020 VintageOff-Peak\$0.0772 $+$ \$0.0075G-TOU-PA-S >= 20kWSummerGeneration - 2020 VintageOn-Peak\$0.12464 $+$ \$0.0075G-TOU-PA-S >= 20kWSummerGeneration - 2020 VintageOn-Peak\$0.12464 $+$ \$0.0075G-TOU-PA-S >= 20kWSummerGeneration - 2020 VintageOn-Peak\$0.12464 $+$ \$0.0075G-TOU-PA-S >= 20kWSummerGeneration - 2020 VintageOn-Peak\$0.26251 $+$ \$0.0075G-TOU-PA-S >= 20kWWinterGeneration - 2020 VintageOn-Peak\$0.12340 $+$ \$0.0075G-TOU-PA-S >= 20kWWinterGeneration - 2020 VintageOn-Peak\$0.12337 $+$ \$0.0075G-TOU-PA-S >= 20kWSummerGeneration - 2020 VintageOn-Peak\$0.12337 $+$ \$0.0075G-TOU-PA-P >= 20kWSummerGeneration - 2020 VintageOn-Peak\$0.12409 $+$ \$0.0075G-TOU-PA-P >= 20kWSummerGeneration - 2020 VintageOn-Peak\$0.12409 $+$ \$0.0075G-TOU-PA-P >= 20kWSummerGeneration - 2020 VintageOn-Peak\$0.12409 $+$ \$0.0075G-TOU-PA-P >= 20kWSummerGeneration - 2020 VintageOn-Peak\$0.12464 $+$ \$0.0075G-TOU-PA-P >= 20kWSummerGeneration - 2020 VintageOn-Peak\$0.12484 $+$ \$0.0075G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOn-Peak\$0.12282 $+$ \$0.0075G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOn-Peak\$0.122	G-TOU-PA-P < 20kW	Winter	Generation - 2020 Vintage	On-Peak	\$0.15020	+ \$0.0075
G-TOU-PA-P < 20kWWinterGeneration - 2020 VintageOff-Peak\$0.0772 $+$ \$0.0075G-TOU-PA-S >= 20kWSummerGeneration - 2020 VintageOn-Peak\$0.12464 $+$ \$0.0075G-TOU-PA-S >= 20kWSummerGeneration - 2020 VintageOn-Peak\$0.12464 $+$ \$0.0075G-TOU-PA-S >= 20kWSummerGeneration - 2020 VintageOn-Peak\$0.12464 $+$ \$0.0075G-TOU-PA-S >= 20kWSummerGeneration - 2020 VintageOn-Peak\$0.26251 $+$ \$0.0075G-TOU-PA-S >= 20kWWinterGeneration - 2020 VintageOn-Peak\$0.12340 $+$ \$0.0075G-TOU-PA-S >= 20kWWinterGeneration - 2020 VintageOn-Peak\$0.12337 $+$ \$0.0075G-TOU-PA-S >= 20kWSummerGeneration - 2020 VintageOn-Peak\$0.12337 $+$ \$0.0075G-TOU-PA-P >= 20kWSummerGeneration - 2020 VintageOn-Peak\$0.12409 $+$ \$0.0075G-TOU-PA-P >= 20kWSummerGeneration - 2020 VintageOn-Peak\$0.12409 $+$ \$0.0075G-TOU-PA-P >= 20kWSummerGeneration - 2020 VintageOn-Peak\$0.12409 $+$ \$0.0075G-TOU-PA-P >= 20kWSummerGeneration - 2020 VintageOn-Peak\$0.12464 $+$ \$0.0075G-TOU-PA-P >= 20kWSummerGeneration - 2020 VintageOn-Peak\$0.12484 $+$ \$0.0075G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOn-Peak\$0.12282 $+$ \$0.0075G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOn-Peak\$0.122	G-TOU-PA-P < 20kW	Winter	Generation - 2020 Vintage	Semi-Peak	\$0.07076	+ \$0.0075
G-TOU-PA-S >= 20kWSummerDemand - 2020 VintageOn-Peak\$1.83G-TOU-PA-S >= 20kWSummerGeneration - 2020 VintageOn-Peak\$0.12464+ \$0.0075G-TOU-PA-S >= 20kWSummerGeneration - 2020 VintageSemi-Peak\$0.1207+ \$0.0075G-TOU-PA-S >= 20kWWinterGeneration - 2020 VintageOff-Peak\$0.10174+ \$0.0075G-TOU-PA-S >= 20kWWinterGeneration - 2020 VintageOn-Peak\$0.26251+ \$0.0075G-TOU-PA-S >= 20kWWinterGeneration - 2020 VintageOff-Peak\$0.12307+ \$0.0075G-TOU-PA-S >= 20kWWinterGeneration - 2020 VintageOff-Peak\$0.12337+ \$0.0075G-TOU-PA-S >= 20kWSummerDemand - 2020 VintageOn-Peak\$0.12409+ \$0.0075G-TOU-PA-P >= 20kWSummerGeneration - 2020 VintageOn-Peak\$0.12409+ \$0.0075G-TOU-PA-P >= 20kWSummerGeneration - 2020 VintageOn-Peak\$0.1138+ \$0.0075G-TOU-PA-P >= 20kWSummerGeneration - 2020 VintageOff-Peak\$0.1138+ \$0.0075G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOff-Peak\$0.12286+ \$0.0075G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOff-Peak\$0.12286+ \$0.0075G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOff-Peak\$0.12286+ \$0.0075G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOff-Peak\$0.02286+ \$0.0075G-TOU-PA-P	G-TOU-PA-P < 20kW	Winter	Generation - 2020 Vintage		\$0.07072	+ \$0.0075
G-TOU-PA-S >= 20kW         Summer         Generation - 2020 Vintage         On-Peak         \$0.12464         + \$0.0075           G-TOU-PA-S >= 20kW         Summer         Generation - 2020 Vintage         Semi-Peak         \$0.12007         + \$0.0075           G-TOU-PA-S >= 20kW         Summer         Generation - 2020 Vintage         Off-Peak         \$0.10174         + \$0.0075           G-TOU-PA-S >= 20kW         Winter         Generation - 2020 Vintage         Off-Peak         \$0.12340         + \$0.0075           G-TOU-PA-S >= 20kW         Winter         Generation - 2020 Vintage         On-Peak         \$0.12341         + \$0.0075           G-TOU-PA-S >= 20kW         Winter         Generation - 2020 Vintage         Off-Peak         \$0.12337         + \$0.0075           G-TOU-PA-P >= 20kW         Summer         Generation - 2020 Vintage         On-Peak         \$1.83         Gonor5           G-TOU-PA-P >= 20kW         Summer         Generation - 2020 Vintage         On-Peak         \$0.12409         + \$0.0075           G-TOU-PA-P >= 20kW         Winter         Generation - 2020 Vintage         On-Peak         \$0.12286         + \$0.0075           G-TOU-PA-P >= 20kW         Winter         Generation - 2020 Vintage         On-Peak         \$0.12286         + \$0.0075           G-TOU-PA-P >= 20kW			0			-
G-TOU-PA-S >= 20kW         Summer         Generation - 2020 Vintage         On-Peak         \$0.12464         + \$0.0075           G-TOU-PA-S >= 20kW         Summer         Generation - 2020 Vintage         Semi-Peak         \$0.12007         + \$0.0075           G-TOU-PA-S >= 20kW         Summer         Generation - 2020 Vintage         Off-Peak         \$0.10174         + \$0.0075           G-TOU-PA-S >= 20kW         Winter         Generation - 2020 Vintage         Off-Peak         \$0.12340         + \$0.0075           G-TOU-PA-S >= 20kW         Winter         Generation - 2020 Vintage         On-Peak         \$0.12341         + \$0.0075           G-TOU-PA-S >= 20kW         Winter         Generation - 2020 Vintage         Off-Peak         \$0.12337         + \$0.0075           G-TOU-PA-P >= 20kW         Summer         Generation - 2020 Vintage         On-Peak         \$1.83         Gonor5           G-TOU-PA-P >= 20kW         Summer         Generation - 2020 Vintage         On-Peak         \$0.12409         + \$0.0075           G-TOU-PA-P >= 20kW         Winter         Generation - 2020 Vintage         On-Peak         \$0.12286         + \$0.0075           G-TOU-PA-P >= 20kW         Winter         Generation - 2020 Vintage         On-Peak         \$0.12286         + \$0.0075           G-TOU-PA-P >= 20kW	G-TOU-PA-S >= 20kW	Summer	Demand - 2020 Vintage	On-Peak	\$1.83	
G-TOU-PA-S >= 20kW       Summer       Generation - 2020 Vintage       Semi-Peak       \$0.12007       + \$0.0075         G-TOU-PA-S >= 20kW       Summer       Generation - 2020 Vintage       Off-Peak       \$0.1234       + \$0.0075         G-TOU-PA-S >= 20kW       Winter       Generation - 2020 Vintage       On-Peak       \$0.26251       + \$0.0075         G-TOU-PA-S >= 20kW       Winter       Generation - 2020 Vintage       On-Peak       \$0.12340       + \$0.0075         G-TOU-PA-S >= 20kW       Winter       Generation - 2020 Vintage       On-Peak       \$0.12337       + \$0.0075         G-TOU-PA-S >= 20kW       Summer       Demand - 2020 Vintage       On-Peak       \$0.12409       + \$0.0075         G-TOU-PA-P >= 20kW       Summer       Generation - 2020 Vintage       On-Peak       \$0.11952       + \$0.0075         G-TOU-PA-P >= 20kW       Summer       Generation - 2020 Vintage       On-Peak       \$0.11952       + \$0.0075         G-TOU-PA-P >= 20kW       Winter       Generation - 2020 Vintage       On-Peak       \$0.1138       + \$0.0075         G-TOU-PA-P >= 20kW       Winter       Generation - 2020 Vintage       On-Peak       \$0.21282       + \$0.0075         G-TOU-PA-P >= 20kW       Winter       Generation - 2020 Vintage       On-Peak       \$0.12282			-			+ \$0 0075
G-TOU-PA-S >= 20kWSummerGeneration - 2020 VintageOff-Peak $\$0.10174$ $+\$0.0075$ G-TOU-PA-S >= 20kWWinterGeneration - 2020 VintageOn-Peak $\$0.26251$ $+\$0.0075$ G-TOU-PA-S >= 20kWWinterGeneration - 2020 VintageSemi-Peak $\$0.12340$ $+\$0.0075$ G-TOU-PA-S >= 20kWWinterGeneration - 2020 VintageOff-Peak $\$0.12337$ $+\$0.0075$ G-TOU-PA-P >= 20kWSummerDemand - 2020 VintageOn-Peak $\$1.83$ G-TOU-PA-P >= 20kWSummerGeneration - 2020 VintageOn-Peak $\$1.83$ G-TOU-PA-P >= 20kWSummerGeneration - 2020 VintageOn-Peak $\$0.12409$ $+\$0.0075$ G-TOU-PA-P >= 20kWSummerGeneration - 2020 VintageOn-Peak $\$0.11952$ $+\$0.0075$ G-TOU-PA-P >= 20kWSummerGeneration - 2020 VintageOff-Peak $\$0.11952$ $+\$0.0075$ G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOn-Peak $\$0.26125$ $+\$0.0075$ G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOn-Peak $\$0.12286$ $+\$0.0075$ G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOn-Peak $\$0.12286$ $+\$0.0075$ G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOn-Peak $$0.12286$ $+\$0.0075$ G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOn-Peak $$0.021286$ $+\$0.0075$ EV-HP-SSummerGeneration - 2020 VintageOn-Peak $$0.02289$ $+\$0.0075$ <			•		•	-
G-TOU-PA-S >= 20kWWinter WinterGeneration - 2020 Vintage Generation - 2020 VintageOn-Peak $\$0.26251$ $\$0.0075$ G-TOU-PA-S >= 20kWWinterGeneration - 2020 Vintage Generation - 2020 VintageOn-Peak $\$0.12337$ $+\$0.0075$ G-TOU-PA-P >= 20kWSummerDemand - 2020 Vintage Generation - 2020 VintageOn-Peak $\$1.83$ G-TOU-PA-P >= 20kWSummerGeneration - 2020 Vintage Generation - 2020 VintageOn-Peak $\$0.12499$ $+\$0.0075$ G-TOU-PA-P >= 20kWSummerGeneration - 2020 Vintage Generation - 2020 VintageOn-Peak $\$0.12499$ $+\$0.0075$ G-TOU-PA-P >= 20kWSummerGeneration - 2020 Vintage Generation - 2020 VintageOn-Peak $\$0.12152$ $+\$0.0075$ G-TOU-PA-P >= 20kWSummerGeneration - 2020 Vintage Generation - 2020 VintageOn-Peak $\$0.26125$ $+\$0.0075$ G-TOU-PA-P >= 20kWWinterGeneration - 2020 Vintage Generation - 2020 VintageOn-Peak $\$0.26125$ $+\$0.0075$ G-TOU-PA-P >= 20kWWinterGeneration - 2020 Vintage Generation - 2020 VintageOn-Peak $\$0.12286$ $+\$0.0075$ EV-HP-SSummerGeneration - 2020 Vintage Generation - 2020 VintageOn-Peak $\$0.12282$ $+\$0.0075$ EV-HP-SSummerGeneration - 2020 Vintage Generation - 2020 VintageOn-Peak $$0.04413$ $+\$0.0075$ EV-HP-SSummerGeneration - 2020 Vintage Generation - 2020 VintageOn-Peak $$0.05194$ $+\$0.0075$ EV-HP-SWinterGeneration - 2020 V			•		•	·
G-TOU-PA-S >= 20kW       Winter       Generation - 2020 Vintage       Semi-Peak       \$0.12340       + \$0.0075         G-TOU-PA-S >= 20kW       Winter       Generation - 2020 Vintage       Off-Peak       \$0.12337       + \$0.0075         G-TOU-PA-P >= 20kW       Summer       Generation - 2020 Vintage       On-Peak       \$1.83         G-TOU-PA-P >= 20kW       Summer       Generation - 2020 Vintage       On-Peak       \$0.12409       + \$0.0075         G-TOU-PA-P >= 20kW       Summer       Generation - 2020 Vintage       On-Peak       \$0.11952       + \$0.0075         G-TOU-PA-P >= 20kW       Summer       Generation - 2020 Vintage       On-Peak       \$0.1238       + \$0.0075         G-TOU-PA-P >= 20kW       Summer       Generation - 2020 Vintage       On-Peak       \$0.26125       + \$0.0075         G-TOU-PA-P >= 20kW       Winter       Generation - 2020 Vintage       On-Peak       \$0.12286       + \$0.0075         G-TOU-PA-P >= 20kW       Winter       Generation - 2020 Vintage       On-Peak       \$0.12282       + \$0.0075         G-TOU-PA-P >= 20kW       Winter       Generation - 2020 Vintage       On-Peak       \$0.028289       + \$0.0075         EV-HP-S       Summer       Generation - 2020 Vintage       On-Peak       \$0.0462       + \$0.0075			•		•	
G-TOU-PA-S >= 20kW         Winter         Generation - 2020 Vintage         Off-Peak         \$0.12337         + \$0.0075           G-TOU-PA-P >= 20kW         Summer         Generation - 2020 Vintage         On-Peak         \$0.12409         + \$0.0075           G-TOU-PA-P >= 20kW         Summer         Generation - 2020 Vintage         On-Peak         \$0.12409         + \$0.0075           G-TOU-PA-P >= 20kW         Summer         Generation - 2020 Vintage         On-Peak         \$0.11952         + \$0.0075           G-TOU-PA-P >= 20kW         Summer         Generation - 2020 Vintage         Off-Peak         \$0.10138         + \$0.0075           G-TOU-PA-P >= 20kW         Winter         Generation - 2020 Vintage         On-Peak         \$0.26125         + \$0.0075           G-TOU-PA-P >= 20kW         Winter         Generation - 2020 Vintage         On-Peak         \$0.12286         + \$0.0075           G-TOU-PA-P >= 20kW         Winter         Generation - 2020 Vintage         On-Peak         \$0.12282         + \$0.0075           EV-HP-S         Summer         Generation - 2020 Vintage         On-Peak         \$0.08289         + \$0.0075           EV-HP-S         Summer         Generation - 2020 Vintage         On-Peak         \$0.0413         + \$0.0075           EV-HP-S         Summer			•			
G-TOU-PA-P >= 20kW         Summer         Demand - 2020 Vintage         On-Peak         \$1.83           G-TOU-PA-P >= 20kW         Summer         Generation - 2020 Vintage         On-Peak         \$0.12409         + \$0.0075           G-TOU-PA-P >= 20kW         Summer         Generation - 2020 Vintage         Semi-Peak         \$0.11952         + \$0.0075           G-TOU-PA-P >= 20kW         Summer         Generation - 2020 Vintage         Off-Peak         \$0.10138         + \$0.0075           G-TOU-PA-P >= 20kW         Winter         Generation - 2020 Vintage         Off-Peak         \$0.26125         + \$0.0075           G-TOU-PA-P >= 20kW         Winter         Generation - 2020 Vintage         On-Peak         \$0.212286         + \$0.0075           G-TOU-PA-P >= 20kW         Winter         Generation - 2020 Vintage         Off-Peak         \$0.12282         + \$0.0075           G-TOU-PA-P >= 20kW         Winter         Generation - 2020 Vintage         Off-Peak         \$0.12282         + \$0.0075           EV-HP-S         Summer         Generation - 2020 Vintage         On-Peak         \$5.75         + \$0.0075           EV-HP-S         Summer         Generation - 2020 Vintage         On-Peak         \$0.04113         + \$0.0075           EV-HP-S         Summer         Generation - 2020 Vintage<			Ŭ		•	
G-TOU-PA-P >= 20kWSummerGeneration - 2020 VintageOn-Peak $\$0.12409$ $\$0.0075$ G-TOU-PA-P >= 20kWSummerGeneration - 2020 VintageSemi-Peak $\$0.11952$ $\$0.0075$ G-TOU-PA-P >= 20kWSummerGeneration - 2020 VintageOff-Peak $\$0.10138$ $\$0.0075$ G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOn-Peak $\$0.26125$ $\$0.0075$ G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOn-Peak $\$0.26125$ $\$0.0075$ G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOn-Peak $\$0.12286$ $\$0.0075$ G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOff-Peak $\$0.12282$ $\$0.0075$ G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOn-Peak $\$0.12282$ $\$0.0075$ G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOn-Peak $\$0.0228$ $\$0.0075$ G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOn-Peak $\$0.0413$ $\$0.0075$ EV-HP-SSummerGeneration - 2020 VintageOn-Peak $\$0.0413$ $\$0.0075$ EV-HP-SWinterGeneration - 2020 VintageOff-Peak $\$0.0413$ $\$0.0075$ EV-HP-SWinterGeneration - 2020 VintageOn-Peak $\$0.05194$ $\$0.0075$ EV-HP-SWinterGeneration - 2020 VintageOn-Peak $\$0.08248$ $\$0.0075$ EV-HP-SWinterGeneration - 2020 VintageOn-Peak $\$0.0013$ $\$0.0075$ EV-HP-S <t< td=""><td>G-TOU-PA-S &gt;= 20kW</td><td>Winter</td><td>Generation - 2020 Vintage</td><td>Off-Peak</td><td>Ş0.12337</td><td>+ \$0.0075</td></t<>	G-TOU-PA-S >= 20kW	Winter	Generation - 2020 Vintage	Off-Peak	Ş0.12337	+ \$0.0075
G-TOU-PA-P >= 20kWSummerGeneration - 2020 VintageOn-Peak $\$0.12409$ $\$0.0075$ G-TOU-PA-P >= 20kWSummerGeneration - 2020 VintageSemi-Peak $\$0.11952$ $\$0.0075$ G-TOU-PA-P >= 20kWSummerGeneration - 2020 VintageOff-Peak $\$0.10138$ $\$0.0075$ G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOn-Peak $\$0.26125$ $\$0.0075$ G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOn-Peak $\$0.26125$ $\$0.0075$ G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOn-Peak $\$0.12286$ $\$0.0075$ G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOff-Peak $\$0.12282$ $\$0.0075$ G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOn-Peak $\$0.12282$ $\$0.0075$ G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOn-Peak $\$0.0228$ $\$0.0075$ G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOn-Peak $\$0.0413$ $\$0.0075$ EV-HP-SSummerGeneration - 2020 VintageOn-Peak $\$0.0413$ $\$0.0075$ EV-HP-SWinterGeneration - 2020 VintageOff-Peak $\$0.0413$ $\$0.0075$ EV-HP-SWinterGeneration - 2020 VintageOn-Peak $\$0.05194$ $\$0.0075$ EV-HP-SWinterGeneration - 2020 VintageOn-Peak $\$0.08248$ $\$0.0075$ EV-HP-SWinterGeneration - 2020 VintageOn-Peak $\$0.0013$ $\$0.0075$ EV-HP-S <t< td=""><td></td><td></td><td></td><td></td><td></td><td></td></t<>						
G-TOU-PA-P >= 20kWSummerGeneration - 2020 VintageSemi-Peak\$0.11952+ \$0.0075G-TOU-PA-P >= 20kWSummerGeneration - 2020 VintageOff-Peak\$0.10138+ \$0.0075G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOn-Peak\$0.26125+ \$0.0075G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageSemi-Peak\$0.12286+ \$0.0075G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOff-Peak\$0.12282+ \$0.0075G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOff-Peak\$0.12282+ \$0.0075G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOn-Peak\$0.12282+ \$0.0075G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOn-Peak\$0.12282+ \$0.0075EV-HP-SSummerGeneration - 2020 VintageOn-Peak\$0.08289+ \$0.0075EV-HP-SSummerGeneration - 2020 VintageOff-Peak\$0.04413+ \$0.0075EV-HP-SSummerGeneration - 2020 VintageOn-Peak\$0.09263+ \$0.0075EV-HP-SWinterGeneration - 2020 VintageOff-Peak\$0.04413+ \$0.0075EV-HP-SWinterGeneration - 2020 VintageOn-Peak\$0.72+ \$0.0075EV-HP-SWinterGeneration - 2020 VintageOn-Peak\$0.04413+ \$0.0075EV-HP-SWinterGeneration - 2020 VintageOn-Peak\$0.04013+ \$0.0075EV-HP-PSummerGeneration - 2020 Vintage <td>G-TOU-PA-P &gt;= 20kW</td> <td>Summer</td> <td>Demand - 2020 Vintage</td> <td>On-Peak</td> <td>\$1.83</td> <td></td>	G-TOU-PA-P >= 20kW	Summer	Demand - 2020 Vintage	On-Peak	\$1.83	
G-TOU-PA-P >= 20kWSummerGeneration - 2020 VintageSemi-Peak\$0.11952+ \$0.0075G-TOU-PA-P >= 20kWSummerGeneration - 2020 VintageOff-Peak\$0.10138+ \$0.0075G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOn-Peak\$0.26125+ \$0.0075G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageSemi-Peak\$0.12286+ \$0.0075G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOff-Peak\$0.12282+ \$0.0075G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOff-Peak\$0.12282+ \$0.0075G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOn-Peak\$0.12282+ \$0.0075G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOn-Peak\$0.12282+ \$0.0075EV-HP-SSummerGeneration - 2020 VintageOn-Peak\$0.08289+ \$0.0075EV-HP-SSummerGeneration - 2020 VintageOff-Peak\$0.04413+ \$0.0075EV-HP-SSummerGeneration - 2020 VintageOn-Peak\$0.09263+ \$0.0075EV-HP-SWinterGeneration - 2020 VintageOff-Peak\$0.04413+ \$0.0075EV-HP-SWinterGeneration - 2020 VintageOn-Peak\$0.72+ \$0.0075EV-HP-SWinterGeneration - 2020 VintageOn-Peak\$0.04413+ \$0.0075EV-HP-SWinterGeneration - 2020 VintageOn-Peak\$0.04013+ \$0.0075EV-HP-PSummerGeneration - 2020 Vintage <td>G-TOU-PA-P &gt;= 20kW</td> <td>Summer</td> <td>Generation - 2020 Vintage</td> <td>On-Peak</td> <td>\$0.12409</td> <td>+ \$0.0075</td>	G-TOU-PA-P >= 20kW	Summer	Generation - 2020 Vintage	On-Peak	\$0.12409	+ \$0.0075
G-TOU-PA-P >= 20kWSummerGeneration - 2020 VintageOff-Peak\$0.10138 $+$ \$0.0075G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOn-Peak\$0.26125 $+$ \$0.0075G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageSemi-Peak\$0.12286 $+$ \$0.0075G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOff-Peak\$0.12282 $+$ \$0.0075G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOff-Peak\$0.12282 $+$ \$0.0075G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOn-Peak\$0.12282 $+$ \$0.0075EV-HP-SSummerGeneration - 2020 VintageOn-Peak\$0.08289 $+$ \$0.0075EV-HP-SSummerGeneration - 2020 VintageOn-Peak\$0.04413 $+$ \$0.0075EV-HP-SSummerGeneration - 2020 VintageOn-Peak\$0.09263 $+$ \$0.0075EV-HP-SWinterGeneration - 2020 VintageOn-Peak\$0.04413 $+$ \$0.0075EV-HP-SWinterGeneration - 2020 VintageOn-Peak\$0.09263 $+$ \$0.0075EV-HP-SWinterGeneration - 2020 VintageOn-Peak\$0.04113 $+$ \$0.0075EV-HP-SWinterGeneration - 2020 VintageOn-Peak\$0.72 $+$ \$0.0075EV-HP-PSummerDemand - 2020 VintageOn-Peak\$0.04013 $+$ \$0.0075EV-HP-PSummerGeneration - 2020 VintageOn-Peak\$0.04398 $+$ \$0.0075EV-HP-PSummerGeneration - 2020 Vintage <td>G-TOU-PA-P &gt;= 20kW</td> <td>Summer</td> <td>Generation - 2020 Vintage</td> <td>Semi-Peak</td> <td>\$0.11952</td> <td>+ \$0.0075</td>	G-TOU-PA-P >= 20kW	Summer	Generation - 2020 Vintage	Semi-Peak	\$0.11952	+ \$0.0075
G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOn-Peak $$0.26125$ $$0.0075$ G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageSemi-Peak $$0.12286$ $$0.0075$ G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOff-Peak $$0.12282$ $$0.0075$ EV-HP-SSummerDemand - 2020 VintageOn-Peak $$0.12282$ $$0.0075$ EV-HP-SSummerGeneration - 2020 VintageOn-Peak $$0.12282$ $$0.0075$ EV-HP-SSummerGeneration - 2020 VintageOn-Peak $$0.08289$ $$0.0075$ EV-HP-SSummerGeneration - 2020 VintageOn-Peak $$0.04962$ $$0.0075$ EV-HP-SSummerGeneration - 2020 VintageOn-Peak $$0.04413$ $$0.0075$ EV-HP-SWinterGeneration - 2020 VintageOn-Peak $$0.0263$ $$0.0075$ EV-HP-SWinterGeneration - 2020 VintageOff-Peak $$0.04113$ $$0.0075$ EV-HP-SWinterGeneration - 2020 VintageOff-Peak $$0.04113$ $$0.0075$ EV-HP-SWinterGeneration - 2020 VintageOn-Peak $$0.04013$ $$0.0075$ EV-HP-SWinterGeneration - 2020 VintageOn-Peak $$0.04213$ $$0.0075$ EV-HP-PSummerDemand - 2020 VintageOn-Peak $$0.04013$ $$0.0075$ EV-HP-PSummerGeneration - 2020 VintageOn-Peak $$0.04393$ $$0.0075$ EV-HP-PSummerGeneration - 2020 VintageOn-Peak $$0.04393$ <td>G-TOU-PA-P &gt;= 20kW</td> <td>Summer</td> <td>Generation - 2020 Vintage</td> <td>Off-Peak</td> <td>\$0.10138</td> <td>+ \$0.0075</td>	G-TOU-PA-P >= 20kW	Summer	Generation - 2020 Vintage	Off-Peak	\$0.10138	+ \$0.0075
G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageSemi-Peak $\$0.12286$ + $\$0.0075$ G-TOU-PA-P >= 20kWWinterDemand - 2020 VintageOff-Peak $\$0.12282$ + $\$0.0075$ EV-HP-SSummerDemand - 2020 VintageOn-Peak $\$5.75$ + $\$0.0075$ EV-HP-SSummerGeneration - 2020 VintageOn-Peak $\$0.08289$ + $\$0.0075$ EV-HP-SSummerGeneration - 2020 VintageOn-Peak $\$0.04962$ + $\$0.0075$ EV-HP-SSummerGeneration - 2020 VintageOff-Peak $\$0.04413$ + $\$0.0075$ EV-HP-SWinterGeneration - 2020 VintageOn-Peak $\$0.09263$ + $\$0.0075$ EV-HP-SWinterGeneration - 2020 VintageOn-Peak $\$0.09263$ + $\$0.0075$ EV-HP-SWinterGeneration - 2020 VintageOff-Peak $\$0.04413$ + $\$0.0075$ EV-HP-SWinterGeneration - 2020 VintageOn-Peak $\$0.09263$ + $\$0.0075$ EV-HP-SWinterGeneration - 2020 VintageOff-Peak $\$0.04013$ + $\$0.0075$ EV-HP-SWinterGeneration - 2020 VintageOn-Peak $\$0.04013$ + $\$0.0075$ EV-HP-PSummerDemand - 2020 VintageOn-Peak $\$0.08248$ + $\$0.0075$ EV-HP-PSummerGeneration - 2020 VintageOff-Peak $\$0.04398$ + $\$0.0075$ EV-HP-PSummerGeneration - 2020 VintageOff-Peak $\$0.04398$ + $\$0.0075$ EV-HP-PSummerGeneration - 2020 VintageOn-Peak <t< td=""><td>G-TOU-PA-P &gt;= 20kW</td><td>Winter</td><td>-</td><td>On-Peak</td><td>\$0.26125</td><td></td></t<>	G-TOU-PA-P >= 20kW	Winter	-	On-Peak	\$0.26125	
G-TOU-PA-P >= 20kWWinterGeneration - 2020 VintageOff-Peak $$0.12282$ $+$ $$0.0075$ EV-HP-SSummerDemand - 2020 VintageOn-Peak $$5.75$ $+$ $$0.0075$ EV-HP-SSummerGeneration - 2020 VintageOn-Peak $$0.08289$ $+$ $$0.0075$ EV-HP-SSummerGeneration - 2020 VintageOff-Peak $$0.04962$ $+$ $$0.0075$ EV-HP-SSummerGeneration - 2020 VintageOff-Peak $$0.04413$ $+$ $$0.0075$ EV-HP-SWinterGeneration - 2020 VintageOn-Peak $$0.09263$ $+$ $$0.0075$ EV-HP-SWinterGeneration - 2020 VintageOn-Peak $$0.09263$ $+$ $$0.0075$ EV-HP-SWinterGeneration - 2020 VintageOn-Peak $$0.05194$ $+$ $$0.0075$ EV-HP-SWinterGeneration - 2020 VintageOn-Peak $$0.04013$ $+$ $$0.0075$ EV-HP-PSummerDemand - 2020 VintageOn-Peak $$0.08248$ $+$ $$0.0075$ EV-HP-PSummerGeneration - 2020 VintageOn-Peak $$0.08248$ $+$ $$0.0075$ EV-HP-PSummerGeneration - 2020 VintageOn-Peak $$0.04939$ $+$ $$0.0075$ EV-HP-PSummerGeneration - 2020 VintageOn-Peak $$0.04398$ $+$ $$0.0075$ EV-HP-PSummerGeneration - 2020 VintageOff-Peak $$0.04398$ $+$ $$0.0075$ EV-HP-PWinterGeneration - 2020 VintageOn-Peak $$0.04398$ $+$ $$0.0075$ EV-HP-PWinterGeneration - 2020 Vintage <td>G-TOU-PA-P &gt;= 20kW</td> <td></td> <td>•</td> <td></td> <td>-</td> <td></td>	G-TOU-PA-P >= 20kW		•		-	
EV-HP-SSummerDemand - 2020 VintageOn-Peak\$5.75+ \$0.0075EV-HP-SSummerGeneration - 2020 VintageOn-Peak\$0.08289+ \$0.0075EV-HP-SSummerGeneration - 2020 VintageOff-Peak\$0.04962+ \$0.0075EV-HP-SSummerGeneration - 2020 VintageSuper Off-Peak\$0.04413+ \$0.0075EV-HP-SWinterGeneration - 2020 VintageOn-Peak\$0.09263+ \$0.0075EV-HP-SWinterGeneration - 2020 VintageOn-Peak\$0.05194+ \$0.0075EV-HP-SWinterGeneration - 2020 VintageOff-Peak\$0.04013+ \$0.0075EV-HP-SWinterGeneration - 2020 VintageOn-Peak\$0.04013+ \$0.0075EV-HP-SWinterGeneration - 2020 VintageOn-Peak\$0.04013+ \$0.0075EV-HP-PSummerDemand - 2020 VintageOn-Peak\$0.04013+ \$0.0075EV-HP-PSummerGeneration - 2020 VintageOn-Peak\$0.04393+ \$0.0075EV-HP-PSummerGeneration - 2020 VintageOn-Peak\$0.04393+ \$0.0075EV-HP-PSummerGeneration - 2020 VintageOff-Peak\$0.04398+ \$0.0075EV-HP-PSummerGeneration - 2020 VintageOn-Peak\$0.04398+ \$0.0075EV-HP-PWinterGeneration - 2020 VintageOn-Peak\$0.04398+ \$0.0075EV-HP-PWinterGeneration - 2020 VintageOn-Peak\$0.04398+ \$0.0075EV-HP-PWinter			•			
EV-HP-SSummerGeneration - 2020 VintageOn-Peak\$0.08289+ \$0.0075EV-HP-SSummerGeneration - 2020 VintageOff-Peak\$0.04962+ \$0.0075EV-HP-SSummerGeneration - 2020 VintageSuper Off-Peak\$0.04413+ \$0.0075EV-HP-SWinterGeneration - 2020 VintageOn-Peak\$0.09263+ \$0.0075EV-HP-SWinterGeneration - 2020 VintageOn-Peak\$0.05194+ \$0.0075EV-HP-SWinterGeneration - 2020 VintageOff-Peak\$0.04013+ \$0.0075EV-HP-SWinterGeneration - 2020 VintageOn-Peak\$0.04013+ \$0.0075EV-HP-PSummerDemand - 2020 VintageOn-Peak\$0.08248+ \$0.0075EV-HP-PSummerGeneration - 2020 VintageOn-Peak\$0.08248+ \$0.0075EV-HP-PSummerGeneration - 2020 VintageOff-Peak\$0.04939+ \$0.0075EV-HP-PSummerGeneration - 2020 VintageOff-Peak\$0.04398+ \$0.0075EV-HP-PSummerGeneration - 2020 VintageOff-Peak\$0.04398+ \$0.0075EV-HP-PSummerGeneration - 2020 VintageOn-Peak\$0.04398+ \$0.0075EV-HP-PWinterGeneration - 2020 VintageOn-Peak\$0.04398+ \$0.0075EV-HP-PWinterGeneration - 2020 VintageOn-Peak\$0.04398+ \$0.0075EV-HP-PWinterGeneration - 2020 VintageOn-Peak\$0.09221+ \$0.0075EV-HP-PWinter					=	4 <del>-</del>
EV-HP-SSummerGeneration - 2020 VintageOn-Peak\$0.08289+ \$0.0075EV-HP-SSummerGeneration - 2020 VintageOff-Peak\$0.04962+ \$0.0075EV-HP-SSummerGeneration - 2020 VintageSuper Off-Peak\$0.04413+ \$0.0075EV-HP-SWinterGeneration - 2020 VintageOn-Peak\$0.09263+ \$0.0075EV-HP-SWinterGeneration - 2020 VintageOn-Peak\$0.05194+ \$0.0075EV-HP-SWinterGeneration - 2020 VintageOff-Peak\$0.04013+ \$0.0075EV-HP-SWinterGeneration - 2020 VintageOn-Peak\$0.04013+ \$0.0075EV-HP-PSummerDemand - 2020 VintageOn-Peak\$0.08248+ \$0.0075EV-HP-PSummerGeneration - 2020 VintageOn-Peak\$0.08248+ \$0.0075EV-HP-PSummerGeneration - 2020 VintageOff-Peak\$0.04939+ \$0.0075EV-HP-PSummerGeneration - 2020 VintageOff-Peak\$0.04398+ \$0.0075EV-HP-PSummerGeneration - 2020 VintageOff-Peak\$0.04398+ \$0.0075EV-HP-PSummerGeneration - 2020 VintageOn-Peak\$0.04398+ \$0.0075EV-HP-PWinterGeneration - 2020 VintageOn-Peak\$0.04398+ \$0.0075EV-HP-PWinterGeneration - 2020 VintageOn-Peak\$0.04398+ \$0.0075EV-HP-PWinterGeneration - 2020 VintageOn-Peak\$0.09221+ \$0.0075EV-HP-PWinter	FV-HP-S	Summer	Demand - 2020 Vintage	On-Peak	<b>¢</b> ५ ७५	+ ŚᲘ ᲘᲘ75
EV-HP-SSummerGeneration - 2020 VintageOff-Peak\$0.04962+ \$0.0075EV-HP-SSummerGeneration - 2020 VintageSuper Off-Peak\$0.04413+ \$0.0075EV-HP-SWinterGeneration - 2020 VintageOn-Peak\$0.09263+ \$0.0075EV-HP-SWinterGeneration - 2020 VintageOff-Peak\$0.05194+ \$0.0075EV-HP-SWinterGeneration - 2020 VintageOff-Peak\$0.04013+ \$0.0075EV-HP-SWinterGeneration - 2020 VintageOn-Peak\$0.04013+ \$0.0075EV-HP-PSummerDemand - 2020 VintageOn-Peak\$0.08248+ \$0.0075EV-HP-PSummerGeneration - 2020 VintageOn-Peak\$0.08248+ \$0.0075EV-HP-PSummerGeneration - 2020 VintageOff-Peak\$0.04939+ \$0.0075EV-HP-PSummerGeneration - 2020 VintageOff-Peak\$0.04398+ \$0.0075EV-HP-PSummerGeneration - 2020 VintageOff-Peak\$0.04398+ \$0.0075EV-HP-PWinterGeneration - 2020 VintageOn-Peak\$0.04398+ \$0.0075EV-HP-PWinterGeneration - 2020 VintageOn-Peak\$0.09221+ \$0.0075EV-HP-PWinterGeneration - 2020 VintageOff-Peak\$0.05173+ \$0.0075EV-HP-PWinterGeneration - 2020 VintageOn-Peak\$0.05173+ \$0.0075			-			
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EV-HP-S       Winter       Generation - 2020 Vintage       On-Peak       \$0.09263       + \$0.0075         EV-HP-S       Winter       Generation - 2020 Vintage       Off-Peak       \$0.05194       + \$0.0075         EV-HP-S       Winter       Generation - 2020 Vintage       Off-Peak       \$0.04013       + \$0.0075         EV-HP-S       Winter       Generation - 2020 Vintage       Super Off-Peak       \$0.04013       + \$0.0075         EV-HP-P       Summer       Demand - 2020 Vintage       On-Peak       \$5.72       + \$0.0075         EV-HP-P       Summer       Generation - 2020 Vintage       On-Peak       \$0.08248       + \$0.0075         EV-HP-P       Summer       Generation - 2020 Vintage       On-Peak       \$0.04939       + \$0.0075         EV-HP-P       Summer       Generation - 2020 Vintage       Off-Peak       \$0.04939       + \$0.0075         EV-HP-P       Summer       Generation - 2020 Vintage       Off-Peak       \$0.04939       + \$0.0075         EV-HP-P       Summer       Generation - 2020 Vintage       Super Off-Peak       \$0.04398       + \$0.0075         EV-HP-P       Winter       Generation - 2020 Vintage       On-Peak       \$0.04398       + \$0.0075         EV-HP-P       Winter       Generation -			0			
EV-HP-S         Winter         Generation - 2020 Vintage         Off-Peak         \$0.05194         + \$0.0075           EV-HP-S         Winter         Generation - 2020 Vintage         Super Off-Peak         \$0.04013         + \$0.0075           EV-HP-S         Winter         Demand - 2020 Vintage         On-Peak         \$5.72         + \$0.0075           EV-HP-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.08248         + \$0.0075           EV-HP-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.04013         + \$0.0075           EV-HP-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.08248         + \$0.0075           EV-HP-P         Summer         Generation - 2020 Vintage         Off-Peak         \$0.04939         + \$0.0075           EV-HP-P         Summer         Generation - 2020 Vintage         Off-Peak         \$0.04939         + \$0.0075           EV-HP-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.04398         + \$0.0075           EV-HP-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.04398         + \$0.0075           EV-HP-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.09221			-			-
EV-HP-S         Winter         Generation - 2020 Vintage         Super Off-Peak         \$0.04013         + \$0.0075           EV-HP-P         Summer         Demand - 2020 Vintage         On-Peak         \$5.72         + \$0.0075           EV-HP-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.08248         + \$0.0075           EV-HP-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.04939         + \$0.0075           EV-HP-P         Summer         Generation - 2020 Vintage         Off-Peak         \$0.04939         + \$0.0075           EV-HP-P         Summer         Generation - 2020 Vintage         Off-Peak         \$0.04398         + \$0.0075           EV-HP-P         Winter         Generation - 2020 Vintage         Super Off-Peak         \$0.04398         + \$0.0075           EV-HP-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.09221         + \$0.0075           EV-HP-P         Winter         Generation - 2020 Vintage         Off-Peak         \$0.05173         + \$0.0075			•		-	-
EV-HP-P         Summer         Demand - 2020 Vintage         On-Peak         \$5.72         + \$0.0075           EV-HP-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.08248         + \$0.0075           EV-HP-P         Summer         Generation - 2020 Vintage         Off-Peak         \$0.04939         + \$0.0075           EV-HP-P         Summer         Generation - 2020 Vintage         Off-Peak         \$0.04398         + \$0.0075           EV-HP-P         Summer         Generation - 2020 Vintage         Super Off-Peak         \$0.04398         + \$0.0075           EV-HP-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.04398         + \$0.0075           EV-HP-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.09221         + \$0.0075           EV-HP-P         Winter         Generation - 2020 Vintage         Off-Peak         \$0.05173         + \$0.0075			-			-
EV-HP-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.08248         + \$0.0075           EV-HP-P         Summer         Generation - 2020 Vintage         Off-Peak         \$0.04939         + \$0.0075           EV-HP-P         Summer         Generation - 2020 Vintage         Super Off-Peak         \$0.04398         + \$0.0075           EV-HP-P         Summer         Generation - 2020 Vintage         Super Off-Peak         \$0.04398         + \$0.0075           EV-HP-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.09221         + \$0.0075           EV-HP-P         Winter         Generation - 2020 Vintage         Off-Peak         \$0.05173         + \$0.0075	EV-HP-S	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.04013	+ \$0.0075
EV-HP-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.08248         + \$0.0075           EV-HP-P         Summer         Generation - 2020 Vintage         Off-Peak         \$0.04939         + \$0.0075           EV-HP-P         Summer         Generation - 2020 Vintage         Super Off-Peak         \$0.04398         + \$0.0075           EV-HP-P         Summer         Generation - 2020 Vintage         Super Off-Peak         \$0.04398         + \$0.0075           EV-HP-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.09221         + \$0.0075           EV-HP-P         Winter         Generation - 2020 Vintage         Off-Peak         \$0.05173         + \$0.0075						
EV-HP-P         Summer         Generation - 2020 Vintage         On-Peak         \$0.08248         + \$0.0075           EV-HP-P         Summer         Generation - 2020 Vintage         Off-Peak         \$0.04939         + \$0.0075           EV-HP-P         Summer         Generation - 2020 Vintage         Super Off-Peak         \$0.04398         + \$0.0075           EV-HP-P         Summer         Generation - 2020 Vintage         Super Off-Peak         \$0.09221         + \$0.0075           EV-HP-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.09221         + \$0.0075           EV-HP-P         Winter         Generation - 2020 Vintage         Off-Peak         \$0.05173         + \$0.0075	EV-HP-P	Summer	Demand - 2020 Vintage	On-Peak	\$5.72	+ \$0.0075
EV-HP-P         Summer         Generation - 2020 Vintage         Off-Peak         \$0.04939         + \$0.0075           EV-HP-P         Summer         Generation - 2020 Vintage         Super Off-Peak         \$0.04398         + \$0.0075           EV-HP-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.09221         + \$0.0075           EV-HP-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.05173         + \$0.0075	EV-HP-P	Summer	-	On-Peak		
EV-HP-P         Summer         Generation - 2020 Vintage         Super Off-Peak         \$0.04398         + \$0.0075           EV-HP-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.09221         + \$0.0075           EV-HP-P         Winter         Generation - 2020 Vintage         Off-Peak         \$0.05173         + \$0.0075			-			
EV-HP-P         Winter         Generation - 2020 Vintage         On-Peak         \$0.09221         + \$0.0075           EV-HP-P         Winter         Generation - 2020 Vintage         Off-Peak         \$0.05173         + \$0.0075			-			-
EV-HP-P Winter Generation - 2020 Vintage Off-Peak \$0.05173 + \$0.0075			•		-	
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Ev-nr-r winter Generation - 2020 vintage Super OTT-Peak \$0.04000 + \$0.0075			•			
	EV-HP-P	winter	Generation - 2020 Vintage	Super Off-Peak	ŞU.U4UUU	+ \$0.0075

TOU-ELEC	Summer	Generation - 2020 Vintage	On-Peak	\$0.42951	+ \$0.0075
TOU-ELEC	Summer	Generation - 2020 Vintage	Off-Peak	\$0.12222	+ \$0.0075
TOU-ELEC	Summer	Generation - 2020 Vintage	Super Off-Peak	\$0.08179	+ \$0.0075
TOU-ELEC	Winter	Generation - 2020 Vintage	On-Peak	\$0.19581	+ \$0.0075
TOU-ELEC	Winter	Generation - 2020 Vintage	Off-Peak	\$0.09520	+ \$0.0075
TOU-ELEC	Winter	Generation - 2020 Vintage	Super Off-Peak	\$0.06375	+ \$0.0075
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CCA Rate Name	Season	Charge Type	Time of Use Period	PowerOn (\$/kWh)	Power100 (\$/kWh)
DR	Summer	Generation - 2021 Vintage	Total	\$0.24822	+ \$0.0075
DR	Winter	Generation - 2021 Vintage	Total	\$0.08275	+ \$0.0075
DR-LI-MB	Summer	Generation - 2021 Vintage	Total	\$0.24822	+ \$0.0075
DR-LI-MB	Winter	Generation - 2021 Vintage	Total	\$0.08275	+ \$0.0075
E-LI-TOU	Summer	Generation - 2021 Vintage	Total	\$0.08932	+ \$0.0075
E-LI-TOU	Winter	Generation - 2021 Vintage	Total	\$0.06982	+ \$0.0075
E-LI-NR	Summer	Generation - 2021 Vintage	Total	\$0.10128	+ \$0.0075
E-LI-NR	Winter	Generation - 2021 Vintage	Total	\$0.07893	+ \$0.0075
DR-SES	Summer	Generation - 2021 Vintage	On-Peak	\$0.43446	+ \$0.0075
DR-SES	Summer	Generation - 2021 Vintage	Off-Peak	\$0.15567	+ \$0.0075
DR-SES	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.06967	+ \$0.0075
DR-SES	Winter	Generation - 2021 Vintage	On-Peak	\$0.15361	+ \$0.0075
DR-SES	Winter	Generation - 2021 Vintage	Off-Peak	\$0.10825	+ \$0.0075
DR-SES	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.05266	+ \$0.0075
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EV-TOU	Summer	Generation - 2021 Vintage	On-Peak	\$0.43446	+ \$0.0075
EV-TOU	Summer	Generation - 2021 Vintage	Off-Peak	\$0.15567	+ \$0.0075
EV-TOU	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.06967	+ \$0.0075
EV-TOU	Winter	Generation - 2021 Vintage	On-Peak	\$0.15361	+ \$0.0075
EV-TOU	Winter	Generation - 2021 Vintage	Off-Peak	\$0.10825	+ \$0.0075
EV-TOU	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.05266	+ \$0.0075
				1	1
EV-TOU-2	Summer	Generation - 2021 Vintage	On-Peak	\$0.43446	+ \$0.0075
EV-TOU-2	Summer	Generation - 2021 Vintage	Off-Peak	\$0.15567	+ \$0.0075
EV-TOU-2	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.06967	+ \$0.0075
EV-TOU-2	Winter	Generation - 2021 Vintage	On-Peak	\$0.15361	+ \$0.0075
EV-TOU-2	Winter	Generation - 2021 Vintage	Off-Peak	\$0.10825	+ \$0.0075
EV-TOU-2	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.05266	+ \$0.0075
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EV-TOU-5	Summer	Generation - 2021 Vintage	On-Peak	\$0.43446	+ \$0.0075
EV-TOU-5	Summer	Generation - 2021 Vintage	Off-Peak	\$0.15567	+ \$0.0075
EV-TOU-5	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.06967	+ \$0.0075
EV-TOU-5	Winter	Generation - 2021 Vintage	On-Peak	\$0.15361	+ \$0.0075
EV-TOU-5	Winter	Generation - 2021 Vintage	Off-Peak	\$0.10825	+ \$0.0075
EV-TOU-5	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.05266	+ \$0.0075
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TOU-DR-1	Summer	Generation - 2021 Vintage	On-Peak	\$0.46755	+ \$0.0075
TOU-DR-1	Summer	Generation - 2021 Vintage	Off-Peak	\$0.20668	+ \$0.0075
TOU-DR-1	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.06967	+ \$0.0075
TOU-DR-1	Winter	Generation - 2021 Vintage	On-Peak	\$0.13026	+ \$0.0075
TOU-DR-1	Winter	Generation - 2021 Vintage	Off-Peak	\$0.07011	+ \$0.0075
TOU-DR-1	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.05266	+ \$0.0075
TOU-DR-2	Summer	Generation - 2021 Vintage	On-Peak	\$0.46755	+ \$0.0075
TOU-DR-2	Summer	Generation - 2021 Vintage	Off-Peak	\$0.15019	+ \$0.0075
TOU-DR-2	Winter	Generation - 2021 Vintage	On-Peak	\$0.13026	+ \$0.0075
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TOU-DR-2	Winter	Generation - 2021 Vintage	Off-Peak	\$0.06208	+ \$0.0075
TOU-DR	Summer	Generation - 2021 Vintage	On-Peak	\$0.31751	+ \$0.0075
TOU-DR	Summer	Generation - 2021 Vintage	Off-Peak	\$0.23975	+ \$0.0075
TOU-DR	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.15546	+ \$0.0075
TOU-DR	Winter	Generation - 2021 Vintage	On-Peak	\$0.12571	+ \$0.0075
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TOU-DR	Winter	Generation - 2021 Vintage	Off-Peak	\$0.06756	+ \$0.0075
TOU-DR	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.05069	+ \$0.0075
TOU-A-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.29743	+ \$0.0075
TOU-A-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.15815	+ \$0.0075
TOU-A-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.14351	+ \$0.0075
TOU-A-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.06383	+ \$0.0075
TOU-A-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.29589	+ \$0.0075
TOU-A-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.15731	+ \$0.0075
TOU-A-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.14277	+ \$0.0075
TOU-A-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.06354	+ \$0.0075
100-A-P	winter	Generation - 2021 Vintage	OII-Feak	Ş0.003 <u>3</u> 4	+ 30.0073
TOU-A-2-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.40897	+ \$0.0075
TOU-A-2-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.13148	+ \$0.0075
TOU-A-2-S	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.06798	+ \$0.0075
TOU-A-2-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.13135	+ \$0.0075
TOU-A-2-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.06832	+ \$0.0075
TOU-A-2-S	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.04994	+ \$0.0075
		-	•		
TOU-A-2-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.40693	+ \$0.0075
TOU-A-2-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.13082	+ \$0.0075
TOU-A-2-P	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.06770	+ \$0.0075
TOU-A-2-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.13070	+ \$0.0075
TOU-A-2-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.06799	+ \$0.0075
TOU-A-2-P	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.04974	+ \$0.0075
TOU-A-3-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.30278	+ \$0.0075
TOU-A-3-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.17921	+ \$0.0075
TOU-A-3-S	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.06912	+ \$0.0075
TOU-A-3-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.13135	+ \$0.0075
TOU-A-3-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.06832	+ \$0.0075
TOU-A-3-S	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.04994	+ \$0.0075
TOU-A-3-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.30125	+ \$0.0075
TOU-A-3-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.17828	+ \$0.0075
TOU-A-3-P	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.06872	+ \$0.0075
TOU-A-3-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.13070	+ \$0.0075
TOU-A-3-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.06799	+ \$0.0075
TOU-A-3-P	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.04974	+ \$0.0075
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A-TC	Summer	Generation - 2021 Vintage	Total	\$0.08830	+ \$0.0075
A-TC	Winter	Generation - 2021 Vintage	Total	\$0.07370	+ \$0.0075
TOU-M	Summer	Generation - 2021 Vintage	On-Peak	\$0.41015	+ \$0.0075
TOU-M	Summer	Generation - 2021 Vintage	Off-Peak	\$0.13154	+ \$0.0075
TOU-M	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.06818	+ \$0.0075
TOU-M	Winter	Generation - 2021 Vintage	On-Peak	\$0.13132	+ \$0.0075
TOU-M	Winter	Generation - 2021 Vintage	Off-Peak	\$0.06829	+ \$0.0075
TOU-M	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.04991	+ \$0.0075
OL-TOU	Summer	Generation - 2021 Vintage	On-Peak	\$0.54369	+ \$0.0075
OL-TOU	Summer	Generation - 2021 Vintage	Off-Peak	\$0.18130	+ \$0.0075
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OL-TOU	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.07600	+ \$0.0075
OL-TOU	Winter	Generation - 2021 Vintage	On-Peak	\$0.14890	+ \$0.0075
OL-TOU	Winter	Generation - 2021 Vintage	Off-Peak	\$0.07651	+ \$0.0075
OL-TOU	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.05552	+ \$0.0075
AL-TOU-S	Summer	Demand - 2021 Vintage	On-Peak	\$16.84	40.0075
AL-TOU-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.22209	+ \$0.0075
AL-TOU-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.13095	+ \$0.0075
AL-TOU-S	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.10372	+ \$0.0075
AL-TOU-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.19872	+ \$0.0075
AL-TOU-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.10449	+ \$0.0075
AL-TOU-S	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.07702	+ \$0.0075
AL-TOU-P	Summer	Demand - 2021 Vintage	On-Peak	\$16.76	
AL-TOU-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.22094	+ \$0.0075
AL-TOU-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.13028	+ \$0.0075
AL-TOU-P	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.10331	+ \$0.0075
AL-TOU-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.19773	+ \$0.0075
AL-TOU-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.10399	+ \$0.0075
AL-TOU-P	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.07672	+ \$0.0075
AL-TOU-T	Summer	Demand - 2021 Vintage	On-Peak	\$16.04	
AL-TOU-T	Summer	Generation - 2021 Vintage	On-Peak	\$0.21075	+ \$0.0075
AL-TOU-T	Summer	Generation - 2021 Vintage	Off-Peak	\$0.12404	+ \$0.0075
AL-TOU-T	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.09849	+ \$0.0075
AL-TOU-T	Winter	Generation - 2021 Vintage	On-Peak	\$0.18871	+ \$0.0075
AL-TOU-T	Winter	Generation - 2021 Vintage	Off-Peak	\$0.09906	+ \$0.0075
AL-TOU-T	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.07297	+ \$0.0075
AL-TOU-2-S	Summer	Demand - 2021 Vintage	On-Peak	\$29.25	
AL-TOU-2-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.20093	+ \$0.0075
AL-TOU-2-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.11829	+ \$0.0075
AL-TOU-2-S	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.09245	+ \$0.0075
AL-TOU-2-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.17849	+ \$0.0075
AL-TOU-2-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.09315	+ \$0.0075
AL-TOU-2-S	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.06826	+ \$0.0075
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AL-TOU-2-P	Summer	Demand - 2021 Vintage Generation - 2021 Vintage	On-Peak	\$29.12	+ \$0.0075
AL-TOU-2-P AL-TOU-2-P	Summer Summer	•	On-Peak Off-Peak	\$0.19988 \$0.11766	+ \$0.0075
AL-TOU-2-P		Generation - 2021 Vintage	Super Off-Peak	\$0.09209	+ \$0.0075
AL-TOU-2-P AL-TOU-2-P	Summer Winter	Generation - 2021 Vintage Generation - 2021 Vintage	On-Peak	\$0.09209 \$0.17760	+ \$0.0075 + \$0.0075
AL-TOU-2-P AL-TOU-2-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.09269	+ \$0.0075 + \$0.0075
AL-TOU-2-P	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.06798	+ \$0.0075
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AL-TOU-2-T	Summer	Demand - 2021 Vintage	On-Peak	\$27.86	
AL-TOU-2-T	Summer	Generation - 2021 Vintage	On-Peak	\$0.19059	+ \$0.0075
AL-TOU-2-T	Summer	Generation - 2021 Vintage	Off-Peak	\$0.11196	+ \$0.0075
AL-TOU-2-T	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.08771	+ \$0.0075
AL-TOU-2-T	Winter	Generation - 2021 Vintage	On-Peak	\$0.16943	+ \$0.0075
AL-TOU-2-T	Winter	Generation - 2021 Vintage	Off-Peak	\$0.08822	+ \$0.0075
AL-TOU-2-T	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.06458	+ \$0.0075
DG-R-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.54363	+ \$0.0075
DG-R-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.18356	+ \$0.0075
-	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.07667	+ \$0.0075
DG-R-S					
DG-R-S DG-R-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.14927	+ \$0.0075
		Generation - 2021 Vintage Generation - 2021 Vintage	On-Peak Off-Peak	\$0.14927 \$0.07677	+ \$0.0075 + \$0.0075

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DG-R-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.54105	+ \$0.0075
DG-R-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.18267	+ \$0.0075
DG-R-P	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.07636	+ \$0.0075
DG-R-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.14851	+ \$0.0075
DG-R-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.07638	+ \$0.0075
DG-R-P	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.05537	+ \$0.0075
DG-R-T	Summer	Generation - 2021 Vintage	On-Peak	\$0.51823	+ \$0.0075
DG-R-T	Summer	Generation - 2021 Vintage	Off-Peak	\$0.17449	+ \$0.0075
DG-R-T	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.07264	+ \$0.0075
DG-R-T	Winter	Generation - 2021 Vintage	On-Peak	\$0.14156	+ \$0.0075
DG-R-T	Winter	Generation - 2021 Vintage	Off-Peak	\$0.07257	+ \$0.0075
DG-R-T	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.05247	+ \$0.0075
A6-TOU-P	Summer	Domand 2021 Vintago	Total	\$16.76	
		Demand - 2021 Vintage			. 60.0075
A6-TOU-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.22094	+ \$0.0075
A6-TOU-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.13028	+ \$0.0075
A6-TOU-P	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.10331	+ \$0.0075
A6-TOU-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.19773	+ \$0.0075
A6-TOU-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.10399	+ \$0.0075
A6-TOU-P	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.07672	+ \$0.0075
A6-TOU-T	Summer	Demand - 2021 Vintage	Total	\$16.04	
A6-TOU-T	Summer	Generation - 2021 Vintage	On-Peak	\$0.21075	+ \$0.0075
A6-TOU-T	Summer	Generation - 2021 Vintage	Off-Peak	\$0.12404	+ \$0.0075
A6-TOU-T	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.09849	+ \$0.0075
A6-TOU-T	Winter	Generation - 2021 Vintage	On-Peak	\$0.18871	+ \$0.0075
A6-TOU-T	Winter	Generation - 2021 Vintage	Off-Peak	\$0.09906	+ \$0.0075
A6-TOU-T	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.07297	+ \$0.0075
TOU-PA-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.31075	+ \$0.0075
TOU-PA-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.16815	+ \$0.0075
TOU-PA-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.13346	+ \$0.0075
TOU-PA-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.06111	+ \$0.0075
TOU-PA-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.30915	+ \$0.0075
TOU-PA-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.16727	+ \$0.0075
TOU-PA-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.13280	+ \$0.0075
TOU-PA-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.06085	+ \$0.0075
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TOU-PA-2-S TOU-PA-2-S	Summer Summer	Demand - 2021 Vintage Generation - 2021 Vintage	On-Peak On-Peak	\$13.98 \$0.18342	+ \$0.0075
TOU-PA-2-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.11107	+ \$0.0075
TOU-PA-2-S	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.08149	+ \$0.0075
TOU-PA-2-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.15229	+ \$0.0075
TOU-PA-2-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.08202	+ \$0.0075
TOU-PA-2-S	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.06161	+ \$0.0075
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TOU-PA-2-P	Summer	Demand - 2021 Vintage	On-Peak	\$13.92	
TOU-PA-2-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.18261	+ \$0.0075
TOU-PA-2-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.11060	+ \$0.0075
TOU-PA-2-P	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.08119	+ \$0.0075
TOU-PA-2-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.15156	+ \$0.0075
TOU-PA-2-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.08165	+ \$0.0075
TOU-PA-2-P	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.06138	+ \$0.0075
U-PA-3-S <20kW	Summer	Generation - 2021 Vintage	On-Peak	\$0.35815	+ \$0.0075

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TOU-PA-3-S <20kW	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.08666	+ \$0.0075
TOU-PA-3-S <20kW	Winter	Generation - 2021 Vintage	On-Peak	\$0.12343	+ \$0.0075
TOU-PA-3-S <20kW	Winter	Generation - 2021 Vintage	Off-Peak	\$0.06583	+ \$0.0075
TOU-PA-3-S <20kW	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.04910	+ \$0.0075
TOU-PA-3-P <20kW	Summor	Concration 2021 Vintage	On-Peak	\$0.35638	+ \$0.0075
	Summer	Generation - 2021 Vintage			
TOU-PA-3-P <20kW	Summer	Generation - 2021 Vintage	Off-Peak	\$0.18932 \$0.08620	+ \$0.0075
TOU-PA-3-P <20kW	Summer	Generation - 2021 Vintage	Super Off-Peak	•	+ \$0.0075
TOU-PA-3-P <20kW	Winter	Generation - 2021 Vintage	On-Peak	\$0.12282	+ \$0.0075
TOU-PA-3-P <20kW	Winter	Generation - 2021 Vintage	Off-Peak	\$0.06552	+ \$0.0075
TOU-PA-3-P <20kW	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.04891	+ \$0.0075
TOU-PA-3-S >=20kW	Summer	Demand - 2021 Vintage	On-Peak	\$3.92	
TOU-PA-3-S >=20kW	Summer	Generation - 2021 Vintage	On-Peak	\$0.34632	+ \$0.0075
TOU-PA-3-S >=20kW	Summer	Generation - 2021 Vintage	Off-Peak	\$0.18396	+ \$0.0075
TOU-PA-3-S >=20kW	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.07752	+ \$0.0075
TOU-PA-3-S >=20kW	Winter	Generation - 2021 Vintage	On-Peak	\$0.11744	+ \$0.0075
TOU-PA-3-S >=20kW	Winter	Generation - 2021 Vintage	Off-Peak	\$0.06248	+ \$0.0075
TOU-PA-3-S >=20kW	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.04652	+ \$0.0075
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TOU-PA-3-P >=20kW	Summer	Demand - 2021 Vintage	On-Peak	\$3.91	
TOU-PA-3-P >=20kW	Summer	Generation - 2021 Vintage	On-Peak	\$0.34473	+ \$0.0075
TOU-PA-3-P >=20kW	Summer	Generation - 2021 Vintage	Off-Peak	\$0.18312	+ \$0.0075
TOU-PA-3-P >=20kW	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.07711	+ \$0.0075
TOU-PA-3-P >=20kW	Winter	Generation - 2021 Vintage	On-Peak	\$0.11685	+ \$0.0075
TOU-PA-3-P >=20kW	Winter	Generation - 2021 Vintage	Off-Peak	\$0.06214	+ \$0.0075
TOU-PA-3-P >=20kW	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.04626	+ \$0.0075
PA-T-1-S	Summer	Demand - 2021 Vintage	On-Peak	\$7.97	
PA-T-1-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.18507	+ \$0.0075
PA-T-1-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.11260	+ \$0.0075
PA-T-1-S	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.08748	+ \$0.0075
PA-T-1-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.16312	+ \$0.0075
PA-T-1-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.08809	+ \$0.0075
PA-T-1-S	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.06630	+ \$0.0075
	Currana ar	Domand 2021 Vintage	On Dook	ć7 02	
PA-T-1-P	Summer	Demand - 2021 Vintage	On-Peak	\$7.93	
PA-T-1-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.18413	+ \$0.0075
PA-T-1-P	Summer	Generation - 2021 Vintage	Ott-Peak	\$0.11204	+ \$0.0075
PA-T-1-P	Summer	Generation - 2021 Vintage	Super Off-Peak	\$0.08716	+ \$0.0075
PA-T-1-P	Winter	Generation - 2021 Vintage Generation - 2021 Vintage	On-Peak Off-Peak	\$0.16234	+ \$0.0075
PA-T-1-P PA-T-1-P	Winter Winter	Generation - 2021 Vintage Generation - 2021 Vintage	Super Off-Peak	\$0.08770 \$0.06606	+ \$0.0075
PA-1-1-P				20.00000	+ \$0.0075
	Winter			+	
				•	
PA-T-1-T	Summer	Demand - 2021 Vintage	On-Peak	\$7.59	+ \$0.0075
PA-T-1-T PA-T-1-T	Summer Summer	Demand - 2021 Vintage Generation - 2021 Vintage	On-Peak On-Peak	\$7.59 \$0.17589	+ \$0.0075 + \$0.0075
PA-T-1-T PA-T-1-T PA-T-1-T	Summer Summer Summer	Demand - 2021 Vintage Generation - 2021 Vintage Generation - 2021 Vintage	On-Peak On-Peak Off-Peak	\$7.59 \$0.17589 \$0.10694	+ \$0.0075
PA-T-1-T PA-T-1-T PA-T-1-T PA-T-1-T	Summer Summer Summer Summer	Demand - 2021 Vintage Generation - 2021 Vintage Generation - 2021 Vintage Generation - 2021 Vintage	On-Peak On-Peak Off-Peak Super Off-Peak	\$7.59 \$0.17589 \$0.10694 \$0.08332	+ \$0.0075 + \$0.0075
PA-T-1-T PA-T-1-T PA-T-1-T PA-T-1-T PA-T-1-T	Summer Summer Summer Summer Winter	Demand - 2021 Vintage Generation - 2021 Vintage Generation - 2021 Vintage Generation - 2021 Vintage Generation - 2021 Vintage	On-Peak On-Peak Off-Peak Super Off-Peak On-Peak	\$7.59 \$0.17589 \$0.10694 \$0.08332 \$0.15517	+ \$0.0075 + \$0.0075 + \$0.0075
PA-T-1-T PA-T-1-T PA-T-1-T PA-T-1-T PA-T-1-T PA-T-1-T	Summer Summer Summer Summer Winter Winter	Demand - 2021 Vintage Generation - 2021 Vintage	On-Peak On-Peak Off-Peak Super Off-Peak On-Peak Off-Peak	\$7.59 \$0.17589 \$0.10694 \$0.08332 \$0.15517 \$0.08378	+ \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075
PA-T-1-T PA-T-1-T PA-T-1-T PA-T-1-T PA-T-1-T	Summer Summer Summer Summer Winter	Demand - 2021 Vintage Generation - 2021 Vintage Generation - 2021 Vintage Generation - 2021 Vintage Generation - 2021 Vintage	On-Peak On-Peak Off-Peak Super Off-Peak On-Peak	\$7.59 \$0.17589 \$0.10694 \$0.08332 \$0.15517	+ \$0.0075 + \$0.0075 + \$0.0075
PA-T-1-T PA-T-1-T PA-T-1-T PA-T-1-T PA-T-1-T PA-T-1-T	Summer Summer Summer Summer Winter Winter	Demand - 2021 Vintage Generation - 2021 Vintage	On-Peak On-Peak Off-Peak Super Off-Peak On-Peak Off-Peak	\$7.59 \$0.17589 \$0.10694 \$0.08332 \$0.15517 \$0.08378	+ \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075
PA-T-1-T PA-T-1-T PA-T-1-T PA-T-1-T PA-T-1-T PA-T-1-T PA-T-1-T	Summer Summer Summer Summer Winter Winter Winter	Demand - 2021 Vintage Generation - 2021 Vintage	On-Peak On-Peak Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak	\$7.59 \$0.17589 \$0.10694 \$0.08332 \$0.15517 \$0.08378 \$0.06309	+ \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075
PA-T-1-T PA-T-1-T PA-T-1-T PA-T-1-T PA-T-1-T PA-T-1-T PA-T-1-T	Summer Summer Summer Summer Winter Winter Winter	Demand - 2021 Vintage Generation - 2021 Vintage	On-Peak On-Peak Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak	\$7.59 \$0.17589 \$0.10694 \$0.08332 \$0.15517 \$0.08378 \$0.06309	+ \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075
PA-T-1-T PA-T-1-T PA-T-1-T PA-T-1-T PA-T-1-T PA-T-1-T LS OL-2	Summer Summer Summer Winter Winter Winter All	Demand - 2021 Vintage Generation - 2021 Vintage	On-Peak On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Total Total	\$7.59 \$0.17589 \$0.10694 \$0.08332 \$0.15517 \$0.08378 \$0.06309 \$0.09413 \$0.09413	+ \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075
PA-T-1-T PA-T-1-T PA-T-1-T PA-T-1-T PA-T-1-T PA-T-1-T LS OL-2 LS-2-AD	Summer Summer Summer Winter Winter Winter All All Summer	Demand - 2021 Vintage Generation - 2021 Vintage	On-Peak On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Total Total On-Peak	\$7.59 \$0.17589 \$0.10694 \$0.08332 \$0.15517 \$0.08378 \$0.06309 \$0.09413 \$0.09413 \$0.09413	+ \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075
PA-T-1-T PA-T-1-T PA-T-1-T PA-T-1-T PA-T-1-T PA-T-1-T LS OL-2	Summer Summer Summer Winter Winter Winter All	Demand - 2021 Vintage Generation - 2021 Vintage	On-Peak On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Total Total	\$7.59 \$0.17589 \$0.10694 \$0.08332 \$0.15517 \$0.08378 \$0.06309 \$0.09413 \$0.09413	+ \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075

	Wintor	Concration 2021 Vintage	On Book	\$0.13463	+ \$0.0075
LS-2-AD LS-2-AD	Winter Winter	Generation - 2021 Vintage Generation - 2021 Vintage	On-Peak Off-Peak	\$0.13463 \$0.07160	+ \$0.0075
LS-2-AD	Winter	Generation - 2021 Vintage	Super Off-Peak	\$0.05322	+ \$0.0075
LJ-Z-AD	winter	Generation - 2021 Vintage	Super Oll-Feak	<i>30.03322</i>	+ 30.0073
G-TOU-M	Summer	Generation - 2021 Vintage	On-Peak	\$0.18930	+ \$0.0075
G-TOU-M	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.18930	+ \$0.0075
G-TOU-M	Summer	Generation - 2021 Vintage	Off-Peak	\$0.18779	+ \$0.0075
G-TOU-M	Winter	Generation - 2021 Vintage	On-Peak	\$0.16627	+ \$0.0075
G-TOU-M	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.07152	+ \$0.0075
G-TOU-M	Winter	Generation - 2021 Vintage	Off-Peak	\$0.07132 \$0.07137	+ \$0.0075
0 100 W	Winter		Officar	JO.07137	1 90.0075
G-OL-TOU	Summer	Generation - 2021 Vintage	On-Peak	\$0.18635	+ \$0.0075
G-OL-TOU	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.15982	+ \$0.0075
G-OL-TOU	Summer	Generation - 2021 Vintage	Off-Peak	\$0.13920	+ \$0.0075
G-OL-TOU	Winter	Generation - 2021 Vintage	On-Peak	\$0.29125	+ \$0.0075
G-OL-TOU	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.12808	+ \$0.0075
G-OL-TOU	Winter	Generation - 2021 Vintage	Off-Peak	\$0.12806	+ \$0.0075
0.05100	Winter	Generation 2021 Vintage	on reak	<i><b>QUILOUD</b></i>	· \$0.0075
G-TOU-A-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.34456	+ \$0.0075
G-TOU-A-S	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.19051	+ \$0.0075
G-TOU-A-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.07990	+ \$0.0075
G-TOU-A-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.16307	+ \$0.0075
G-TOU-A-S	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.07003	+ \$0.0075
G-TOU-A-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.06988	+ \$0.0075
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G-TOU-A-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.34269	+ \$0.0075
G-TOU-A-P	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.18943	+ \$0.0075
G-TOU-A-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.07942	+ \$0.0075
G-TOU-A-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.16223	+ \$0.0075
G-TOU-A-P	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.06967	+ \$0.0075
G-TOU-A-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.06952	+ \$0.0075
G-AL-TOU-S	Summer	Demand - 2021 Vintage	On-Peak	\$2.89	
G-AL-TOU-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.12853	+ \$0.0075
G-AL-TOU-S	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.12712	+ \$0.0075
G-AL-TOU-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.11231	+ \$0.0075
G-AL-TOU-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.32415	+ \$0.0075
G-AL-TOU-S	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.14359	+ \$0.0075
G-AL-TOU-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.14341	+ \$0.0075
G-AL-TOU-P	Summer	Demand - 2021 Vintage	On-Peak	\$2.88	
G-AL-TOU-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.12778	+ \$0.0075
G-AL-TOU-P	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.12778	+ \$0.0075
G-AL-TOU-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.12030	+ \$0.0075
G-AL-TOU-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.32251	+ \$0.0075
G-AL-TOU-P	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.14289	+ \$0.0075
G-AL-TOU-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.14271	+ \$0.0075
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G-AL-TOU-T	Summer	Demand - 2021 Vintage	On-Peak	\$2.75	
G-AL-TOU-T	Summer	Generation - 2021 Vintage	On-Peak	\$0.12139	+ \$0.0075
G-AL-TOU-T	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.12006	+ \$0.0075
G-AL-TOU-T	Summer	Generation - 2021 Vintage	Off-Peak	\$0.10596	+ \$0.0075
G-AL-TOU-T	Winter	Generation - 2021 Vintage	On-Peak	\$0.30798	+ \$0.0075
G-AL-TOU-T	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.13627	+ \$0.0075
G-AL-TOU-T	Winter	Generation - 2021 Vintage	Off-Peak	\$0.13608	+ \$0.0075
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G-DG-R-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.18596	+ \$0.0075
G-DG-R-S	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.16241	+ \$0.0075
G-DG-R-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.13993	+ \$0.0075

G-DG-R-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.29165	+ \$0.0075
G-DG-R-S	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.12836	+ \$0.0075
G-DG-R-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.12817	+ \$0.0075
G-DG-R-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.18506	+ \$0.0075
G-DG-R-P	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.16152	+ \$0.0075
G-DG-R-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.13911	+ \$0.0075
G-DG-R-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.29016	+ \$0.0075
G-DG-R-P	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.12772	+ \$0.0075
G-DG-R-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.12753	+ \$0.0075
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G-DG-R-T	Summer	Generation - 2021 Vintage	On-Peak	\$0.17748	+ \$0.0075
G-DG-R-T	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.15402	+ \$0.0075
G-DG-R-T	Summer	Generation - 2021 Vintage	Off-Peak	\$0.13224	+ \$0.0075
G-DG-R-T	Winter	Generation - 2021 Vintage	On-Peak	\$0.27703	+ \$0.0075
G-DG-R-T	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.12173	+ \$0.0075
G-DG-R-T	Winter	Generation - 2021 Vintage	Off-Peak	\$0.12155	+ \$0.0075
G-A6-TOU-P	Summor	Domand 2021 Vintago	Total	\$2.88	
G-A6-100-P G-A6-TOU-P	Summer Summer	Demand - 2021 Vintage Generation - 2021 Vintage	On-Peak	\$2.88 \$0.12778	+ \$0.0075
G-A6-TOU-P G-A6-TOU-P	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.12636	+ \$0.0075
		•	Off-Peak	\$0.12030 \$0.11163	+ \$0.0075
G-A6-TOU-P G-A6-TOU-P	Summer Winter	Generation - 2021 Vintage Generation - 2021 Vintage	On-Peak On-Peak	\$0.32251	+ \$0.0075 + \$0.0075
G-A6-TOU-P G-A6-TOU-P	Winter		Semi-Peak	\$0.14289	
G-A6-TOU-P G-A6-TOU-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.14289 \$0.14271	+ \$0.0075 + \$0.0075
G-A0-100-P	winter	Generation - 2021 Vintage	OII-Peak	ŞU.14271	+ \$0.0075
G-A6-TOU-T	Summer	Demand - 2021 Vintage	Total	\$2.75	
G-A6-TOU-T	Summer	Generation - 2021 Vintage	On-Peak	\$0.12139	+ \$0.0075
G-A6-TOU-T	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.12006	+ \$0.0075
G-A6-TOU-T	Summer	Generation - 2021 Vintage	Off-Peak	\$0.10596	+ \$0.0075
G-A6-TOU-T	Winter	Generation - 2021 Vintage	On-Peak	\$0.30798	+ \$0.0075
G-A6-TOU-T	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.13627	+ \$0.0075
G-A6-TOU-T	Winter	Generation - 2021 Vintage	Off-Peak	\$0.13608	+ \$0.0075
G-PA-T-1-S	Summer	Demand - 2021 Vintage	On-Peak	\$1.46	
G-PA-T-1-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.10632	+ \$0.0075
G-PA-T-1-S	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.10535	+ \$0.0075
G-PA-T-1-S	Summer	Generation - 2021 Vintage	Off-Peak	\$0.08886	+ \$0.0075
G-PA-T-1-S	Winter	Generation - 2021 Vintage	On-Peak	\$0.23444	+ \$0.0075
G-PA-T-1-S	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.10582	+ \$0.0075
G-PA-T-1-S	Winter	Generation - 2021 Vintage	Off-Peak	\$0.10578	+ \$0.0075
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G-PA-T-1-P	Summer	Demand - 2021 Vintage	On-Peak	\$1.45	. 60 0075
G-PA-T-1-P	Summer	Generation - 2021 Vintage	On-Peak	\$0.10041	+ \$0.0075
G-PA-T-1-P	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.09945	+ \$0.0075
G-PA-T-1-P	Summer	Generation - 2021 Vintage	Off-Peak	\$0.08305	+ \$0.0075
G-PA-T-1-P	Winter	Generation - 2021 Vintage	On-Peak	\$0.23327	+ \$0.0075
G-PA-T-1-P	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.10533	+ \$0.0075
G-PA-T-1-P	Winter	Generation - 2021 Vintage	Off-Peak	\$0.10528	+ \$0.0075
G-PA-T-1-T	Summer	Demand - 2021 Vintage	On-Peak	\$1.38	
G-PA-T-1-T G-PA-T-1-T	Summer		On-Peak On-Peak	\$1.38 \$0.10069	+ \$0.0075
		Generation - 2021 Vintage			-
	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.09980	+ \$0.0075
G-PA-T-1-T	C	Concretion 2021 Vistor	Off-Peak	\$0.08408	+ \$0.0075
G-PA-T-1-T G-PA-T-1-T	Summer	Generation - 2021 Vintage		60 224 22	
G-PA-T-1-T G-PA-T-1-T G-PA-T-1-T	Winter	Generation - 2021 Vintage	On-Peak	\$0.23189	+ \$0.0075
G-PA-T-1-T G-PA-T-1-T G-PA-T-1-T G-PA-T-1-T	Winter Winter	Generation - 2021 Vintage Generation - 2021 Vintage	On-Peak Semi-Peak	\$0.10472	+ \$0.0075
G-PA-T-1-T G-PA-T-1-T G-PA-T-1-T	Winter	Generation - 2021 Vintage	On-Peak		

G-TOU-PA-S < 20kW	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.17234	+ \$0.0075
G-TOU-PA-S < 20kW	Summer	Generation - 2021 Vintage	Off-Peak	\$0.09590	+ \$0.0075
G-TOU-PA-S < 20kW	Winter	Generation - 2021 Vintage	On-Peak	\$0.14264	+ \$0.0075
		0		•	
G-TOU-PA-S < 20kW	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.06279	+ \$0.0075
G-TOU-PA-S < 20kW	Winter	Generation - 2021 Vintage	Off-Peak	\$0.06275	+ \$0.0075
G-TOU-PA-P < 20kW	Summer	Generation - 2021 Vintage	On-Peak	\$0.39190	+ \$0.0075
G-TOU-PA-P < 20kW	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.17140	+ \$0.0075
G-TOU-PA-P < 20kW	Summer	Generation - 2021 Vintage	Off-Peak	\$0.09536	+ \$0.0075
G-TOU-PA-P < 20kW	Winter	Generation - 2021 Vintage	On-Peak	\$0.14186	+ \$0.0075
G-TOU-PA-P < 20kW	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.06242	+ \$0.0075
G-TOU-PA-P < 20kW	Winter	Generation - 2021 Vintage	Off-Peak	\$0.06238	+ \$0.0075
<b>N</b>					
G-TOU-PA-S >= 20kW	Summer	Demand - 2021 Vintage	On-Peak	\$1.83	
G-TOU-PA-S >= 20kW	Summer	Generation - 2021 Vintage	On-Peak	\$0.11630	+ \$0.0075
G-TOU-PA-S >= 20kW	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.11173	+ \$0.0075
G-TOU-PA-S >= 20kW	Summer	Generation - 2021 Vintage	Off-Peak	\$0.09340	+ \$0.0075
G-TOU-PA-S >= 20kW	Winter	Generation - 2021 Vintage	On-Peak	\$0.25417	+ \$0.0075
		•			
$G-TOU-PA-S \ge 20kW$	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.11506	+ \$0.0075
G-TOU-PA-S >= 20kW	Winter	Generation - 2021 Vintage	Off-Peak	\$0.11503	+ \$0.0075
G-TOU-PA-P >= 20kW	Summer	Demand - 2021 Vintage	On-Peak	\$1.83	
G-TOU-PA-P >= 20kW	Summer	Generation - 2021 Vintage	On-Peak	\$0.11575	+ \$0.0075
G-TOU-PA-P >= 20kW	Summer	Generation - 2021 Vintage	Semi-Peak	\$0.11118	+ \$0.0075
G-TOU-PA-P >= 20kW	Summer	Generation - 2021 Vintage	Off-Peak	\$0.09304	+ \$0.0075
G-TOU-PA-P >= 20kW	Winter	Generation - 2021 Vintage	On-Peak	\$0.25291	+ \$0.0075
G-TOU-PA-P >= 20kW	Winter	Generation - 2021 Vintage	Semi-Peak	\$0.11452	+ \$0.0075
G-TOU-PA-P >= 20kW	Winter	Generation - 2021 Vintage	Off-Peak	\$0.11448	+ \$0.0075
EV-HP-S	Summer	Demand - 2021 Vintage	On-Peak	\$5.75	+ \$0.0075
	Sammer	Demana 2021 Vintage	Onricuk	JJ./J	· J0.007 J
EV-HP-S	Summer	Generation - 2021 Vintage	On-Peak	\$0.08289	+ \$0.0075
		Generation - 2021 Vintage			
EV-HP-S EV-HP-S	Summer Summer	Generation - 2021 Vintage Generation - 2021 Vintage	On-Peak Off-Peak	\$0.08289 \$0.04962	+ \$0.0075 + \$0.0075
EV-HP-S EV-HP-S EV-HP-S	Summer Summer Summer	Generation - 2021 Vintage Generation - 2021 Vintage Generation - 2021 Vintage	On-Peak Off-Peak Super Off-Peak	\$0.08289 \$0.04962 \$0.04413	+ \$0.0075 + \$0.0075 + \$0.0075
EV-HP-S EV-HP-S EV-HP-S EV-HP-S	Summer Summer Summer Winter	Generation - 2021 Vintage Generation - 2021 Vintage Generation - 2021 Vintage Generation - 2021 Vintage	On-Peak Off-Peak Super Off-Peak On-Peak	\$0.08289 \$0.04962 \$0.04413 \$0.09263	+ \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075
EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-S	Summer Summer Summer Winter Winter	Generation - 2021 Vintage Generation - 2021 Vintage Generation - 2021 Vintage Generation - 2021 Vintage Generation - 2021 Vintage	On-Peak Off-Peak Super Off-Peak On-Peak Off-Peak	\$0.08289 \$0.04962 \$0.04413 \$0.09263 \$0.05194	+ \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075
EV-HP-S EV-HP-S EV-HP-S EV-HP-S	Summer Summer Summer Winter	Generation - 2021 Vintage Generation - 2021 Vintage Generation - 2021 Vintage Generation - 2021 Vintage	On-Peak Off-Peak Super Off-Peak On-Peak	\$0.08289 \$0.04962 \$0.04413 \$0.09263	+ \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075
EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-S	Summer Summer Summer Winter Winter Winter	Generation - 2021 Vintage Generation - 2021 Vintage	On-Peak Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak	\$0.08289 \$0.04962 \$0.04413 \$0.09263 \$0.05194 \$0.04013	+ \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075
EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-S	Summer Summer Summer Winter Winter Summer	Generation - 2021 Vintage Generation - 2021 Vintage	On-Peak Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak On-Peak	\$0.08289 \$0.04962 \$0.04413 \$0.09263 \$0.05194 \$0.04013 \$5.72	+ \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075
EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-P EV-HP-P	Summer Summer Summer Winter Winter Winter Summer	Generation - 2021 Vintage Generation - 2021 Vintage Demand - 2021 Vintage	On-Peak Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak On-Peak On-Peak	\$0.08289 \$0.04962 \$0.04413 \$0.09263 \$0.05194 \$0.04013 \$5.72 \$0.08248	+ \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075
EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-P EV-HP-P EV-HP-P	Summer Summer Summer Winter Winter Winter Summer Summer Summer	Generation - 2021 Vintage Generation - 2021 Vintage	On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Super Off-Peak On-Peak Off-Peak	\$0.08289 \$0.04962 \$0.04413 \$0.09263 \$0.05194 \$0.04013 \$5.72 \$0.08248 \$0.04939	+ \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075
EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-P EV-HP-P EV-HP-P EV-HP-P	Summer Summer Summer Winter Winter Winter Summer Summer Summer Summer	Generation - 2021 Vintage Generation - 2021 Vintage	On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak On-Peak On-Peak Off-Peak Super Off-Peak	\$0.08289 \$0.04962 \$0.04413 \$0.09263 \$0.05194 \$0.04013 \$5.72 \$0.08248 \$0.04939 \$0.04398	+ \$0.0075 + \$0.0075
EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P	Summer Summer Summer Winter Winter Summer Summer Summer Summer Summer	Generation - 2021 Vintage Generation - 2021 Vintage	On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak Super Off-Peak On-Peak	\$0.08289 \$0.04962 \$0.04413 \$0.09263 \$0.05194 \$0.04013 \$5.72 \$0.08248 \$0.04939 \$0.04398 \$0.04398 \$0.09221	+ \$0.0075 + \$0.0075
EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P	Summer Summer Summer Winter Winter Summer Summer Summer Summer Summer Summer Summer	Generation - 2021 Vintage Generation - 2021 Vintage	On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak Super Off-Peak On-Peak On-Peak Off-Peak	\$0.08289 \$0.04962 \$0.09263 \$0.05194 \$0.04013 \$5.72 \$0.08248 \$0.04939 \$0.04398 \$0.04398 \$0.09221 \$0.05173	+ \$0.0075 + \$0.0075
EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P	Summer Summer Summer Winter Winter Summer Summer Summer Summer Summer	Generation - 2021 Vintage Generation - 2021 Vintage	On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak Super Off-Peak On-Peak	\$0.08289 \$0.04962 \$0.04413 \$0.09263 \$0.05194 \$0.04013 \$5.72 \$0.08248 \$0.04939 \$0.04398 \$0.04398 \$0.09221	+ \$0.0075 + \$0.0075
EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P	Summer Summer Summer Winter Winter Summer Summer Summer Winter Winter Winter	Generation - 2021 Vintage Generation - 2021 Vintage	On-Peak Off-Peak Super Off-Peak On-Peak Super Off-Peak On-Peak On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Super Off-Peak	\$0.08289 \$0.04962 \$0.04413 \$0.09263 \$0.05194 \$0.04013 \$5.72 \$0.08248 \$0.04939 \$0.04398 \$0.04398 \$0.04398 \$0.09221 \$0.05173 \$0.04000	$\begin{array}{r} + \$0.0075 \\ + \$0.0075 \\ + \$0.0075 \\ + \$0.0075 \\ + \$0.0075 \\ + \$0.0075 \\ + \$0.0075 \\ + \$0.0075 \\ + \$0.0075 \\ + \$0.0075 \\ + \$0.0075 \\ + \$0.0075 \\ + \$0.0075 \\ + \$0.0075 \\ + \$0.0075 \\ + \$0.0075 \\ + \$0.0075 \\ \end{array}$
EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P	Summer Summer Summer Winter Winter Summer Summer Summer Summer Summer Summer Summer	Generation - 2021 Vintage Generation - 2021 Vintage	On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak Super Off-Peak On-Peak On-Peak Off-Peak	\$0.08289 \$0.04962 \$0.04413 \$0.09263 \$0.05194 \$0.04013 \$5.72 \$0.08248 \$0.04939 \$0.04398 \$0.04398 \$0.09221 \$0.05173 \$0.04000 \$0.42199	+ \$0.0075 + \$0.0075
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EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P	Summer Summer Winter Winter Winter Summer Summer Summer Winter Winter Winter	Generation - 2021 Vintage Generation - 2021 Vintage	On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak On-Peak On-Peak Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak	\$0.08289 \$0.04962 \$0.04413 \$0.09263 \$0.05194 \$0.04013 \$5.72 \$0.08248 \$0.04939 \$0.04398 \$0.04398 \$0.09221 \$0.05173 \$0.04000 \$0.42199	+ \$0.0075 + \$0.0075
EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P	Summer Summer Winter Winter Winter Summer Summer Summer Winter Winter Winter	Generation - 2021 Vintage Generation - 2021 Vintage	On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak On-Peak On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Super Off-Peak	\$0.08289 \$0.04962 \$0.04413 \$0.09263 \$0.05194 \$0.04013 \$5.72 \$0.08248 \$0.04939 \$0.04398 \$0.04398 \$0.09221 \$0.05173 \$0.04000 \$0.42199 \$0.11470	+ \$0.0075 + \$0.0075
EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P	Summer Summer Winter Winter Winter Summer Summer Summer Winter Winter Winter Summer Summer Summer Summer	Generation - 2021 Vintage Generation - 2021 Vintage	On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak	\$0.08289 \$0.04962 \$0.04413 \$0.09263 \$0.05194 \$0.04013 \$0.08248 \$0.04939 \$0.04398 \$0.04398 \$0.09221 \$0.05173 \$0.04000 \$0.42199 \$0.11470 \$0.07427	+ \$0.0075 + \$0.0075
EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P	Summer Summer Winter Winter Winter Summer Summer Summer Winter Winter Summer Summer Summer Summer Summer Summer	Generation - 2021 Vintage Generation - 2021 Vintage	On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak On-Peak	\$0.08289 \$0.04962 \$0.04413 \$0.09263 \$0.05194 \$0.04013 \$0.08248 \$0.04939 \$0.04398 \$0.04398 \$0.09221 \$0.05173 \$0.04000 \$0.42199 \$0.42199 \$0.11470 \$0.7427 \$0.18829	+ \$0.0075 + \$0.0075
EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P	Summer Summer Winter Winter Winter Summer Summer Summer Winter Winter Summer Summer Summer Summer Summer Summer	Generation - 2021 Vintage Generation - 2021 Vintage	On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak On-Peak Off-Peak Off-Peak	\$0.08289 \$0.04962 \$0.04413 \$0.09263 \$0.05194 \$0.04013 \$0.04013 \$0.04939 \$0.04398 \$0.04398 \$0.04398 \$0.04398 \$0.04398 \$0.042199 \$0.05173 \$0.04000 \$0.42199 \$0.11470 \$0.7427 \$0.18829 \$0.08768	+ \$0.0075 + \$0.0075
EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P	Summer Summer Winter Winter Winter Summer Summer Summer Winter Winter Summer Summer Summer Summer Summer Summer	Generation - 2021 Vintage Generation - 2021 Vintage	On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak On-Peak Off-Peak Off-Peak	\$0.08289 \$0.04962 \$0.04413 \$0.09263 \$0.05194 \$0.04013 \$0.04013 \$0.04939 \$0.04398 \$0.04398 \$0.04398 \$0.04398 \$0.04398 \$0.042199 \$0.05173 \$0.04000 \$0.42199 \$0.11470 \$0.7427 \$0.18829 \$0.08768	+ \$0.0075 + \$0.0075
EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-P	Summer Summer Winter Winter Summer Summer Summer Winter Winter Summer Summer Summer Summer Summer Summer Summer Summer Summer Summer	Generation - 2021 Vintage Generation - 2021 Vintage	On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak	\$0.08289 \$0.04962 \$0.04413 \$0.09263 \$0.05194 \$0.04013 \$5.72 \$0.08248 \$0.04939 \$0.04398 \$0.04398 \$0.04398 \$0.09221 \$0.05173 \$0.04000 \$0.42199 \$0.11470 \$0.7427 \$0.18829 \$0.08768 \$0.08768 \$0.05623 PowerOn (\$/kWh)	+ \$0.0075 + \$0.0075
EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P	Summer Summer Winter Winter Summer Summer Summer Winter Winter Summer Summer Summer Summer Summer Summer Summer Summer Summer Summer Summer Summer	Generation - 2021 Vintage Generation - 2021 Vintage	On-Peak Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak Super Off-Peak	\$0.08289 \$0.04962 \$0.04413 \$0.09263 \$0.05194 \$0.04013 \$5.72 \$0.08248 \$0.04939 \$0.04398 \$0.04398 \$0.04398 \$0.09221 \$0.05173 \$0.04000 \$0.42199 \$0.11470 \$0.7427 \$0.18829 \$0.11470 \$0.07427 \$0.18829 \$0.08768 \$0.08768 \$0.05623 <b>PowerOn (\$/kWh)</b> \$0.23190	+ \$0.0075 + \$0.0075
EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-P EV-HP-	Summer Summer Winter Winter Summer Summer Summer Winter Winter Summer Summer Summer Summer Summer Summer Summer Summer Summer Summer	Generation - 2021 Vintage Generation - 2021 Vintage	On-Peak Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak Super Off-Peak	\$0.08289 \$0.04962 \$0.04413 \$0.09263 \$0.05194 \$0.04013 \$5.72 \$0.08248 \$0.04939 \$0.04398 \$0.04398 \$0.04398 \$0.09221 \$0.05173 \$0.04000 \$0.42199 \$0.11470 \$0.7427 \$0.18829 \$0.08768 \$0.08768 \$0.05623 PowerOn (\$/kWh)	+ \$0.0075 + \$0.0075
EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-P EV-HP-C TOU-ELEC TOU-ELEC TOU-ELEC TOU-ELEC TOU-ELEC TOU-ELEC	Summer Summer Winter Winter Winter Summer Summer Summer Winter Winter Summer Summer Summer Summer Summer Summer Winter Winter Winter	Generation - 2021 Vintage Generation - 2021 Vintage	On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak Super Off-Peak Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak	\$0.08289 \$0.04962 \$0.04413 \$0.09263 \$0.05194 \$0.04013 \$5.72 \$0.08248 \$0.04939 \$0.04398 \$0.09221 \$0.09221 \$0.09221 \$0.05173 \$0.04000 \$0.42199 \$0.11470 \$0.07427 \$0.18829 \$0.08768 \$0.05623 <b>PowerOn (\$/kWh)</b> \$0.23190 \$0.06643	+ \$0.0075 + \$0.0075
EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-S EV-HP-P EV-HP-	Summer Summer Winter Winter Summer Summer Summer Winter Winter Summer Summer Summer Summer Summer Summer Summer Summer Summer Summer Summer Summer	Generation - 2021 Vintage Generation - 2021 Vintage	On-Peak Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak Super Off-Peak	\$0.08289 \$0.04962 \$0.04413 \$0.09263 \$0.05194 \$0.04013 \$5.72 \$0.08248 \$0.04939 \$0.04398 \$0.04398 \$0.04398 \$0.09221 \$0.05173 \$0.04000 \$0.42199 \$0.11470 \$0.7427 \$0.18829 \$0.11470 \$0.07427 \$0.18829 \$0.08768 \$0.08768 \$0.05623 <b>PowerOn (\$/kWh)</b> \$0.23190	+ \$0.0075 + \$0.0075

E-LI-TOU	Summer	Generation - 2022 Vintage	Total	\$0.07419	+ \$0.0075
E-LI-TOU	Winter	Generation - 2022 Vintage	Total	\$0.05469	+ \$0.0075
2 21 100	Whiteh	Selicitation 2022 Timage	lotal	ç0.03 103	
	_				
E-LI-NR	Summer	Generation - 2022 Vintage	Total	\$0.07968	+ \$0.0075
E-LI-NR	Winter	Generation - 2022 Vintage	Total	\$0.05733	+ \$0.0075
DR-SES	Summer	Generation - 2022 Vintage	On-Peak	\$0.41814	+ \$0.0075
DR-SES	Summer	Generation - 2022 Vintage	Off-Peak	\$0.13935	+ \$0.0075
		•		•	•
DR-SES	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.05335	+ \$0.0075
DR-SES	Winter	Generation - 2022 Vintage	On-Peak	\$0.13729	+ \$0.0075
DR-SES	Winter	Generation - 2022 Vintage	Off-Peak	\$0.09193	+ \$0.0075
DR-SES	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03634	+ \$0.0075
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	Cuma ma a m	Constation 2022 Vintage	On Deel	ĆO 41014	
EV-TOU	Summer	Generation - 2022 Vintage	On-Peak	\$0.41814	+ \$0.0075
EV-TOU	Summer	Generation - 2022 Vintage	Off-Peak	\$0.13935	+ \$0.0075
EV-TOU	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.05335	+ \$0.0075
EV-TOU	Winter	Generation - 2022 Vintage	On-Peak	\$0.13729	+ \$0.0075
EV-TOU	Winter	Generation - 2022 Vintage	Off-Peak	\$0.09193	+ \$0.0075
EV-TOU	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03634	+ \$0.0075
EV-100	winter	Generation - 2022 Vintage	Super Oll-Feak	ŞU.USU34	+ 30.0073
EV-TOU-2	Summer	Generation - 2022 Vintage	On-Peak	\$0.41814	+ \$0.0075
EV-TOU-2	Summer	Generation - 2022 Vintage	Off-Peak	\$0.13935	+ \$0.0075
EV-TOU-2	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.05335	+ \$0.0075
EV-TOU-2	Winter	Generation - 2022 Vintage	On-Peak	\$0.13729	+ \$0.0075
		•		•	•
EV-TOU-2	Winter	Generation - 2022 Vintage	Off-Peak	\$0.09193	+ \$0.0075
EV-TOU-2	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03634	+ \$0.0075
EV-TOU-5	Summer	Generation - 2022 Vintage	On-Peak	\$0.41814	+ \$0.0075
EV-TOU-5	Summer	Generation - 2022 Vintage	Off-Peak	\$0.13935	+ \$0.0075
EV-TOU-5	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.05335	+ \$0.0075
		•	•		-
EV-TOU-5	Winter	Generation - 2022 Vintage	On-Peak	\$0.13729	+ \$0.0075
EV-TOU-5	Winter	Generation - 2022 Vintage	Off-Peak	\$0.09193	+ \$0.0075
EV-TOU-5	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03634	+ \$0.0075
TOU-DR-1	Summer	Generation - 2022 Vintage	On-Peak	\$0.45123	+ \$0.0075
TOU-DR-1	Summer	Generation - 2022 Vintage	Off-Peak	\$0.19036	+ \$0.0075
		•			•
TOU-DR-1	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.05335	+ \$0.0075
TOU-DR-1	Winter	Generation - 2022 Vintage	On-Peak	\$0.11394	+ \$0.0075
TOU-DR-1	Winter	Generation - 2022 Vintage	Off-Peak	\$0.05379	+ \$0.0075
TOU-DR-1	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03634	+ \$0.0075
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	Summor	Constation 2022 Vintage	On Dook	¢0.4E122	1 ¢0 0075
TOU-DR-2	Summer	Generation - 2022 Vintage	On-Peak	\$0.45123	+ \$0.0075
TOU-DR-2	Summer	Generation - 2022 Vintage	Off-Peak	\$0.13387	+ \$0.0075
TOU-DR-2	Winter	Generation - 2022 Vintage	On-Peak	\$0.11394	+ \$0.0075
TOU-DR-2	Winter	Generation - 2022 Vintage	Off-Peak	\$0.04576	+ \$0.0075
TOU-DR	Summer	Generation - 2022 Vintage	On-Peak	\$0.30119	+ \$0.0075
TOU-DR			Off-Peak	\$0.22343	+ \$0.0075
	Summer	Generation - 2022 Vintage			
TOU-DR	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.13914	+ \$0.0075
TOU-DR	Winter	Generation - 2022 Vintage	On-Peak	\$0.10939	+ \$0.0075
TOU-DR	Winter	Generation - 2022 Vintage	Off-Peak	\$0.05124	+ \$0.0075
TOU-DR	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03437	+ \$0.0075
	<b>C</b>	Comparation 20221		ć0 20222	. 60 0075
TOU-A-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.28230	+ \$0.0075
TOU-A-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.14302	+ \$0.0075
TOU-A-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.12838	+ \$0.0075
TOU-A-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.04870	+ \$0.0075
		0-			
	C	Constantion 2022 Vistor	On Deal	60 2007C	
TOU-A-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.28076	+ \$0.0075

TOU-A-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.14218	+ \$0.0075
TOU-A-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.12764	+ \$0.0075
TOU-A-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.04841	+ \$0.0075
100 / 11	White	Generation 2022 vintage	on reak	<i>90.01011</i>	
TOU-A-2-S	Cuma ma a m	Concretion 2022 Vintage	On-Peak	\$0.39384	+ \$0.0075
	Summer	Generation - 2022 Vintage		•	
TOU-A-2-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.11635	+ \$0.0075
TOU-A-2-S	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.05285	+ \$0.0075
TOU-A-2-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.11622	+ \$0.0075
TOU-A-2-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.05319	+ \$0.0075
TOU-A-2-S	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03481	+ \$0.0075
TOU-A-2-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.39180	+ \$0.0075
TOU-A-2-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.11569	+ \$0.0075
TOU-A-2-P	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.05257	+ \$0.0075
TOU-A-2-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.11557	+ \$0.0075
TOU-A-2-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.05286	+ \$0.0075
TOU-A-2-P	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03461	+ \$0.0075
100-A-2-P	winter	Generation - 2022 Vintage	Super Oll-Feak	Ş0.03401	+ 30.0073
				** ****	40.00
TOU-A-3-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.28765	+ \$0.0075
TOU-A-3-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.16408	+ \$0.0075
TOU-A-3-S	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.05399	+ \$0.0075
TOU-A-3-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.11622	+ \$0.0075
TOU-A-3-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.05319	+ \$0.0075
TOU-A-3-S	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03481	+ \$0.0075
TOU-A-3-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.28612	+ \$0.0075
TOU-A-3-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.16315	+ \$0.0075
TOU-A-3-P	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.05359	+ \$0.0075
TOU-A-3-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.11557	+ \$0.0075
TOU-A-3-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.05286	+ \$0.0075
100-A-3-P	vviiitei	Generation - 2022 Vintage	UII-FEak	<b>JU.UJZ80</b>	- 30.0073
	\\/intor	Constantion 2022 Vintage	Super Off Book	¢0 02461	+ \$0,0075
TOU-A-3-P	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03461	+ \$0.0075
				-	
A-TC	Summer	Generation - 2022 Vintage	Total	\$0.07317	+ \$0.0075
				-	
A-TC A-TC	Summer Winter	Generation - 2022 Vintage Generation - 2022 Vintage	Total Total	\$0.07317 \$0.05857	+ \$0.0075 + \$0.0075
A-TC	Summer	Generation - 2022 Vintage	Total	\$0.07317 \$0.05857 \$0.39502	+ \$0.0075 + \$0.0075 + \$0.0075
A-TC A-TC	Summer Winter	Generation - 2022 Vintage Generation - 2022 Vintage	Total Total	\$0.07317 \$0.05857	+ \$0.0075 + \$0.0075
A-TC A-TC TOU-M	Summer Winter Summer	Generation - 2022 Vintage Generation - 2022 Vintage Generation - 2022 Vintage	Total Total On-Peak	\$0.07317 \$0.05857 \$0.39502	+ \$0.0075 + \$0.0075 + \$0.0075
A-TC A-TC TOU-M TOU-M	Summer Winter Summer Summer	Generation - 2022 Vintage Generation - 2022 Vintage Generation - 2022 Vintage Generation - 2022 Vintage	Total Total On-Peak Off-Peak	\$0.07317 \$0.05857 \$0.39502 \$0.11641	+ \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075
A-TC A-TC TOU-M TOU-M TOU-M	Summer Winter Summer Summer Summer	Generation - 2022 Vintage Generation - 2022 Vintage Generation - 2022 Vintage Generation - 2022 Vintage Generation - 2022 Vintage	Total Total On-Peak Off-Peak Super Off-Peak	\$0.07317 \$0.05857 \$0.39502 \$0.11641 \$0.05305	+ \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075
A-TC A-TC TOU-M TOU-M TOU-M TOU-M	Summer Winter Summer Summer Summer Winter	Generation - 2022 Vintage Generation - 2022 Vintage	Total Total On-Peak Off-Peak Super Off-Peak On-Peak	\$0.07317 \$0.05857 \$0.39502 \$0.11641 \$0.05305 \$0.11619	+ \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075
A-TC A-TC TOU-M TOU-M TOU-M TOU-M TOU-M	Summer Winter Summer Summer Summer Winter Winter	Generation - 2022 Vintage Generation - 2022 Vintage	Total Total On-Peak Off-Peak Super Off-Peak On-Peak Off-Peak	\$0.07317 \$0.05857 \$0.39502 \$0.11641 \$0.05305 \$0.11619 \$0.05316	+ \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075
A-TC A-TC TOU-M TOU-M TOU-M TOU-M TOU-M	Summer Winter Summer Summer Summer Winter Winter	Generation - 2022 Vintage Generation - 2022 Vintage	Total Total On-Peak Off-Peak Super Off-Peak On-Peak Off-Peak	\$0.07317 \$0.05857 \$0.39502 \$0.11641 \$0.05305 \$0.11619 \$0.05316	+ \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075
A-TC A-TC TOU-M TOU-M TOU-M TOU-M TOU-M TOU-M	Summer Winter Summer Summer Winter Winter Winter Summer	Generation - 2022 Vintage Generation - 2022 Vintage	Total Total On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Super Off-Peak	\$0.07317 \$0.05857 \$0.39502 \$0.11641 \$0.05305 \$0.11619 \$0.05316 \$0.03478 \$0.52209	+ \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075
A-TC A-TC TOU-M TOU-M TOU-M TOU-M TOU-M OL-TOU OL-TOU	Summer Winter Summer Summer Winter Winter Winter Summer Summer	Generation - 2022 Vintage Generation - 2022 Vintage	Total Total On-Peak Off-Peak Super Off-Peak On-Peak Super Off-Peak On-Peak On-Peak Off-Peak	\$0.07317 \$0.05857 \$0.39502 \$0.11641 \$0.05305 \$0.11619 \$0.05316 \$0.03478 \$0.52209 \$0.15970	+ \$0.0075 + \$0.0075
A-TC A-TC TOU-M TOU-M TOU-M TOU-M TOU-M OL-TOU OL-TOU OL-TOU	Summer Winter Summer Summer Winter Winter Winter Summer Summer Summer	Generation - 2022 Vintage Generation - 2022 Vintage	Total Total On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Super Off-Peak	\$0.07317 \$0.05857 \$0.39502 \$0.11641 \$0.05305 \$0.11619 \$0.05316 \$0.03478 \$0.52209 \$0.15970 \$0.05440	+ \$0.0075 + \$0.0075
A-TC A-TC TOU-M TOU-M TOU-M TOU-M TOU-M OL-M OL-TOU OL-TOU OL-TOU OL-TOU	Summer Winter Summer Summer Winter Winter Summer Summer Summer Summer Winter	Generation - 2022 Vintage Generation - 2022 Vintage	Total Total On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Super Off-Peak On-Peak On-Peak	\$0.07317 \$0.05857 \$0.39502 \$0.11641 \$0.05305 \$0.11619 \$0.05316 \$0.03478 \$0.52209 \$0.15970 \$0.05440 \$0.05440 \$0.12730	+ \$0.0075 + \$0.0075
A-TC A-TC TOU-M TOU-M TOU-M TOU-M TOU-M OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU	Summer Winter Summer Summer Winter Winter Winter Summer Summer Summer Winter Winter	Generation - 2022 Vintage Generation - 2022 Vintage	Total Total On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Super Off-Peak On-Peak On-Peak Off-Peak	\$0.07317 \$0.05857 \$0.39502 \$0.11641 \$0.05305 \$0.11619 \$0.05316 \$0.03478 \$0.52209 \$0.15970 \$0.05440 \$0.12730 \$0.05491	+ \$0.0075 + \$0.0075
A-TC A-TC TOU-M TOU-M TOU-M TOU-M TOU-M OL-M OL-TOU OL-TOU OL-TOU OL-TOU	Summer Winter Summer Summer Winter Winter Summer Summer Summer Summer Winter	Generation - 2022 Vintage Generation - 2022 Vintage	Total Total On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Super Off-Peak On-Peak On-Peak	\$0.07317 \$0.05857 \$0.39502 \$0.11641 \$0.05305 \$0.11619 \$0.05316 \$0.03478 \$0.52209 \$0.15970 \$0.05440 \$0.05440 \$0.12730	+ \$0.0075 + \$0.0075
A-TC A-TC TOU-M TOU-M TOU-M TOU-M TOU-M TOU-M OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU	Summer Winter Summer Summer Winter Winter Summer Summer Summer Winter Winter Winter	Generation - 2022 Vintage Generation - 2022 Vintage	Total Total On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak	\$0.07317 \$0.05857 \$0.39502 \$0.11641 \$0.05305 \$0.11619 \$0.05316 \$0.03478 \$0.52209 \$0.15970 \$0.05440 \$0.12730 \$0.05491 \$0.03392	+ \$0.0075 + \$0.0075
A-TC A-TC TOU-M TOU-M TOU-M TOU-M TOU-M TOU-M OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU	Summer Winter Summer Summer Winter Winter Summer Summer Summer Winter Winter Winter	Generation - 2022 Vintage Generation - 2022 Vintage	Total Total On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak Super Off-Peak	\$0.07317 \$0.05857 \$0.39502 \$0.11641 \$0.05305 \$0.11619 \$0.05316 \$0.03478 \$0.52209 \$0.15970 \$0.05440 \$0.12730 \$0.05441 \$0.05491 \$0.03392 \$16.84	+ \$0.0075 + \$0.0075
A-TC A-TC TOU-M TOU-M TOU-M TOU-M TOU-M OL-TOU-M OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU	Summer Winter Summer Summer Winter Winter Summer Summer Summer Winter Winter Winter Summer Summer Summer	Generation - 2022 Vintage Generation - 2022 Vintage	Total Total On-Peak Off-Peak Super Off-Peak On-Peak Super Off-Peak Off-Peak Super Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak On-Peak On-Peak	\$0.07317 \$0.05857 \$0.39502 \$0.11641 \$0.05305 \$0.11619 \$0.05316 \$0.03478 \$0.52209 \$0.15970 \$0.05440 \$0.12730 \$0.05440 \$0.12730 \$0.05491 \$0.03392 \$16.84 \$0.20049	+ \$0.0075 + \$0.0075
A-TC A-TC TOU-M TOU-M TOU-M TOU-M TOU-M TOU-M OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU S AL-TOU-S AL-TOU-S	Summer Winter Summer Summer Winter Winter Summer Summer Summer Winter Winter Winter	Generation - 2022 Vintage Generation - 2022 Vintage	Total Total On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak On-Peak On-Peak On-Peak On-Peak	\$0.07317 \$0.05857 \$0.39502 \$0.11641 \$0.05305 \$0.11619 \$0.05316 \$0.05316 \$0.03478 \$0.52209 \$0.15970 \$0.05440 \$0.12730 \$0.05440 \$0.12730 \$0.05491 \$0.03392 \$16.84 \$0.20049 \$0.10935	+ \$0.0075 + \$0.0075
A-TC A-TC TOU-M TOU-M TOU-M TOU-M TOU-M OL-TOU-M OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU	Summer Winter Summer Summer Winter Winter Summer Summer Summer Winter Winter Winter Summer Summer Summer	Generation - 2022 Vintage Generation - 2022 Vintage	Total Total On-Peak Off-Peak Super Off-Peak On-Peak Super Off-Peak Off-Peak Super Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak On-Peak On-Peak	\$0.07317 \$0.05857 \$0.39502 \$0.11641 \$0.05305 \$0.11619 \$0.05316 \$0.03478 \$0.52209 \$0.15970 \$0.05440 \$0.12730 \$0.05440 \$0.12730 \$0.05491 \$0.03392 \$16.84 \$0.20049	+ \$0.0075 + \$0.0075
A-TC A-TC TOU-M TOU-M TOU-M TOU-M TOU-M TOU-M OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU S AL-TOU-S AL-TOU-S	Summer Winter Summer Summer Winter Winter Summer Summer Summer Winter Winter Winter Summer Summer Summer Summer	Generation - 2022 Vintage Generation - 2022 Vintage	Total Total On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak On-Peak On-Peak On-Peak On-Peak	\$0.07317 \$0.05857 \$0.39502 \$0.11641 \$0.05305 \$0.11619 \$0.05316 \$0.05316 \$0.03478 \$0.52209 \$0.15970 \$0.05440 \$0.12730 \$0.05440 \$0.12730 \$0.05491 \$0.03392 \$16.84 \$0.20049 \$0.10935	+ \$0.0075 + \$0.0075
A-TC A-TC TOU-M TOU-M TOU-M TOU-M TOU-M OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU S AL-TOU-S AL-TOU-S AL-TOU-S	Summer Winter Summer Summer Winter Winter Summer Summer Summer Winter Winter Winter Summer Summer Summer Summer Summer Summer	Generation - 2022 Vintage Generation - 2022 Vintage	Total Total On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak	\$0.07317 \$0.05857 \$0.39502 \$0.11641 \$0.05305 \$0.11619 \$0.05316 \$0.03478 \$0.52209 \$0.15970 \$0.05440 \$0.12730 \$0.05440 \$0.12730 \$0.05491 \$0.03392 \$16.84 \$0.20049 \$0.10935 \$0.08212	+ \$0.0075 + \$0.0075
A-TC A-TC TOU-M TOU-M TOU-M TOU-M TOU-M OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU S AL-TOU-S AL-TOU-S AL-TOU-S AL-TOU-S	Summer Winter Summer Summer Winter Winter Summer Summer Summer Winter Winter Summer Summer Summer Summer Summer Summer Summer Summer Summer	Generation - 2022 Vintage Generation - 2022 Vintage	Total Total On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak	\$0.07317 \$0.05857 \$0.39502 \$0.11641 \$0.05305 \$0.11619 \$0.05316 \$0.03478 \$0.52209 \$0.15970 \$0.05440 \$0.12730 \$0.05440 \$0.12730 \$0.05491 \$0.03392 \$16.84 \$0.20049 \$0.10935 \$0.08212 \$0.08212 \$0.17712	+ \$0.0075 + \$0.0075
A-TC A-TC TOU-M TOU-M TOU-M TOU-M TOU-M OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU S AL-TOU-S AL-TOU-S AL-TOU-S AL-TOU-S AL-TOU-S	Summer Winter Summer Summer Winter Winter Summer Summer Summer Winter Winter Summer Summer Summer Summer Summer Summer Summer Summer Summer Summer Summer Summer Summer Summer Summer	Generation - 2022 Vintage Generation - 2022 Vintage	Total Total On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak Off-Peak	\$0.07317 \$0.05857 \$0.39502 \$0.11641 \$0.05305 \$0.11619 \$0.05316 \$0.03478 \$0.52209 \$0.15970 \$0.05440 \$0.12730 \$0.05491 \$0.03392 \$16.84 \$0.20049 \$0.10935 \$0.08212 \$0.08212 \$0.17712 \$0.08289	+ $$0.0075$ + $$0.0075$
A-TC A-TC TOU-M TOU-M TOU-M TOU-M TOU-M TOU-M TOU-M OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU S AL-TOU-S AL-TOU-S AL-TOU-S AL-TOU-S AL-TOU-S	Summer Winter Summer Summer Winter Winter Summer Summer Summer Winter Winter Summer Summer Summer Summer Summer Summer Summer Summer Summer Summer Summer Summer Summer Summer Summer	Generation - 2022 Vintage Generation - 2022 Vintage	Total Total On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak	\$0.07317 \$0.05857 \$0.39502 \$0.11641 \$0.05305 \$0.11619 \$0.05316 \$0.03478 \$0.52209 \$0.15970 \$0.05440 \$0.12730 \$0.05440 \$0.12730 \$0.05491 \$0.03392 \$16.84 \$0.20049 \$0.10935 \$0.08212 \$0.10935 \$0.08212 \$0.17712 \$0.08289 \$0.05542	+ \$0.0075 + \$0.0075
A-TC A-TC TOU-M TOU-M TOU-M TOU-M TOU-M OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU OL-TOU S AL-TOU-S AL-TOU-S AL-TOU-S AL-TOU-S AL-TOU-S	Summer Winter Summer Summer Winter Winter Summer Summer Summer Winter Winter Summer Summer Summer Summer Summer Summer Summer Summer Winter Winter Winter Winter	Generation - 2022 Vintage Generation - 2022 Vintage	Total Total On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak Off-Peak	\$0.07317 \$0.05857 \$0.39502 \$0.11641 \$0.05305 \$0.11619 \$0.05316 \$0.03478 \$0.52209 \$0.15970 \$0.05440 \$0.12730 \$0.05491 \$0.03392 \$16.84 \$0.20049 \$0.10935 \$0.08212 \$0.08212 \$0.17712 \$0.08289	+ \$0.0075 + \$0.0075

AL-TOU-P         Summer         Generation - 2022 Vintage         OH-Peak         \$0.01868         + \$0.0075           AL-TOU-P         Winter         Generation - 2022 Vintage         On-Peak         \$0.1613         + \$0.0075           AL-TOU-P         Winter         Generation - 2022 Vintage         On-Peak         \$0.0215         + \$0.0075           AL-TOU-P         Winter         Generation - 2022 Vintage         On-Peak         \$0.1204         + \$0.0075           AL-TOU-T         Summer         Generation - 2022 Vintage         On-Peak         \$0.1204         + \$0.0075           AL-TOU-T         Summer         Generation - 2022 Vintage         On-Peak         \$0.16711         + \$0.0075           AL-TOU-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.07768         + \$0.0075           AL-TOU-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.0714         + \$0.0075           AL-TOU-T         Winter         Generation - 2022 Vintage         On-Peak         \$2.25         \$0.0175           AL-TOU-2-S         Summer         Demand - 2022 Vintage         On-Peak         \$2.925         \$0.0075           AL-TOU-2-S         Summer         Generation - 2022 Vintage         On-Peak         \$0.0075		_				
AL-TOU-P         Winter         Generation - 2022 Vintage         On-Peak         \$0.17613         + \$0.0075           AL-TOU-P         Winter         Generation - 2022 Vintage         On-Peak         \$0.06239         + \$0.0075           AL-TOU-T         Summer         Demand - 2022 Vintage         On-Peak         \$0.0813915         + \$0.0075           AL-TOU-T         Summer         Generation - 2022 Vintage         On-Peak         \$0.10244         + \$0.0075           AL-TOU-T         Summer         Generation - 2022 Vintage         On-Peak         \$0.107644         + \$0.0075           AL-TOU-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.07189         + \$0.0075           AL-TOU-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.0733         + \$0.0075           AL-TOU-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.0793         + \$0.0075           AL-TOU-Z-S         Summer         Generation - 2022 Vintage         On-Peak         \$0.07189         + \$0.0075           AL-TOU-Z-S         Summer         Generation - 2022 Vintage         On-Peak         \$0.0715         + \$0.0075           AL-TOU-Z-S         Winter         Generation - 2022 Vintage         On-Peak         \$0.			•			
AL-TOU-P         Winter         Generation - 2022 Vintage         Off-Peak         \$0.08239         + \$0.0075           AL-TOU-T         Summer         Demand - 2022 Vintage         On-Peak         \$0.18915         + \$0.0075           AL-TOU-T         Summer         Generation - 2022 Vintage         On-Peak         \$0.18915         + \$0.0075           AL-TOU-T         Summer         Generation - 2022 Vintage         Off-Peak         \$0.16711         + \$0.0075           AL-TOU-T         Winter         Generation - 2022 Vintage         Off-Peak         \$0.07764         + \$0.0075           AL-TOU-T         Winter         Generation - 2022 Vintage         Off-Peak         \$0.05111         + \$0.0075           AL-TOU-T         Winter         Generation - 2022 Vintage         Off-Peak         \$0.07764         + \$0.0075           AL-TOU-2-S         Summer         Generation - 2022 Vintage         Off-Peak         \$0.0795         + \$0.0075           AL-TOU-2-S         Summer         Generation - 2022 Vintage         Off-Peak         \$0.0795         + \$0.0075           AL-TOU-2-S         Summer         Generation - 2022 Vintage         Off-Peak         \$0.0795         + \$0.0075           AL-TOU-2-S         Summer         Generation - 2022 Vintage         Off-Peak				•	•	
AL-TOU-P         Winter         Generation - 2022 Vintage         On-Peak         \$0.05512         + \$0.0075           AL-TOU-T         Summer         Demand - 2022 Vintage         On-Peak         \$0.1024         + \$0.0075           AL-TOU-T         Summer         Generation - 2022 Vintage         On-Peak         \$0.1024         + \$0.0075           AL-TOU-T         Summer         Generation - 2022 Vintage         On-Peak         \$0.1024         + \$0.0075           AL-TOU-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.16714         + \$0.0075           AL-TOU-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.0733         + \$0.0075           AL-TOU-2-S         Summer         Generation - 2022 Vintage         On-Peak         \$0.0793         + \$0.0075           AL-TOU-2-S         Summer         Generation - 2022 Vintage         On-Peak         \$0.07085         + \$0.0075           AL-TOU-2-S         Winter         Generation - 2022 Vintage         On-Peak         \$0.07155         + \$0.0075           AL-TOU-2-S         Winter         Generation - 2022 Vintage         On-Peak         \$0.01569         + \$0.0075           AL-TOU-2-F         Summer         Demand - 2022 Vintage         On-Peak         \$0.17828		Winter	•		•	
AL-TOU-T         Summer         Demand - 2022 Vintage         On-Peak         \$16.04           AL-TOU-T         Summer         Generation - 2022 Vintage         Of-Peak         \$0.10244         +\$0.0075           AL-TOU-T         Summer         Generation - 2022 Vintage         Of-Peak         \$0.10244         +\$0.0075           AL-TOU-T         Summer         Generation - 2022 Vintage         Of-Peak         \$0.0776         +\$0.0075           AL-TOU-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.0714         +\$0.0075           AL-TOU-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.05137         +\$0.0075           AL-TOU-Z-S         Summer         Generation - 2022 Vintage         On-Peak         \$0.07969         +\$0.0075           AL-TOU-Z-S         Summer         Generation - 2022 Vintage         On-Peak         \$0.07069         +\$0.0075           AL-TOU-Z-S         Summer         Generation - 2022 Vintage         On-Peak         \$0.0768         +\$0.0075           AL-TOU-Z-S         Winter         Generation - 2022 Vintage         On-Peak         \$0.17828         +\$0.0075           AL-TOU-Z-S         Summer         Demand - 2022 Vintage         On-Peak         \$0.14828         +\$0.0075			Ũ			
AL-TOU-T         Summer         Generation - 2022 Vintage         On-Peak         \$0.19315         + \$0.0075           AL-TOU-T         Summer         Generation - 2022 Vintage         Off-Peak         \$0.10244         + \$0.0075           AL-TOU-T         Winter         Generation - 2022 Vintage         Super Off-Peak         \$0.10744         + \$0.0075           AL-TOU-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.05137         + \$0.0075           AL-TOU-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.01744         + \$0.0075           AL-TOU-Z-S         Summer         Demand - 2022 Vintage         On-Peak         \$29.25         + \$0.0075           AL-TOU-Z-S         Summer         Generation - 2022 Vintage         On-Peak         \$0.07984         + \$0.0075           AL-TOU-Z-S         Summer         Generation - 2022 Vintage         On-Peak         \$0.07085         + \$0.0075           AL-TOU-Z-S         Winter         Generation - 2022 Vintage         On-Peak         \$0.07185         + \$0.0075           AL-TOU-Z-S         Winter         Generation - 2022 Vintage         On-Peak         \$0.17828         + \$0.0075           AL-TOU-Z-P         Summer         Generation - 2022 Vintage         On-Peak	AL-TOU-P	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.05512	+ \$0.0075
AL-TOU-T         Summer         Generation - 2022 Vintage         On-Peak         \$0.18315         + \$0.0075           AL-TOU-T         Summer         Generation - 2022 Vintage         Off-Peak         \$0.10244         + \$0.0075           AL-TOU-T         Winter         Generation - 2022 Vintage         Super Off-Peak         \$0.10744         + \$0.0075           AL-TOU-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.05137         + \$0.0075           AL-TOU-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.07746         + \$0.0075           AL-TOU-Z-S         Summer         Demand - 2022 Vintage         On-Peak         \$29.25         + \$0.0075           AL-TOU-Z-S         Summer         Generation - 2022 Vintage         On-Peak         \$20.0768         + \$0.0075           AL-TOU-Z-S         Summer         Generation - 2022 Vintage         On-Peak         \$0.07085         + \$0.0075           AL-TOU-Z-S         Winter         Generation - 2022 Vintage         On-Peak         \$0.07185         + \$0.0075           AL-TOU-Z-S         Winter         Generation - 2022 Vintage         On-Peak         \$0.17828         + \$0.0075           AL-TOU-Z-P         Summer         Generation - 2022 Vintage         On-Peak						
AL-TOU-T         Summer         Generation - 2022 Vintage         Off-Peak         \$0.10244         + \$0.0075           AL-TOU-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.07689         + \$0.0075           AL-TOU-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.07146         + \$0.0075           AL-TOU-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.07146         + \$0.0075           AL-TOU-2-S         Summer         Generation - 2022 Vintage         On-Peak         \$0.01793         + \$0.0075           AL-TOU-2-S         Summer         Generation - 2022 Vintage         On-Peak         \$0.0768         + \$0.0075           AL-TOU-2-S         Winter         Generation - 2022 Vintage         On-Peak         \$0.15689         + \$0.0075           AL-TOU-2-S         Winter         Generation - 2022 Vintage         On-Peak         \$0.15689         + \$0.0075           AL-TOU-2-S         Winter         Generation - 2022 Vintage         On-Peak         \$0.17828         + \$0.0075           AL-TOU-2-P         Summer         Generation - 2022 Vintage         On-Peak         \$0.17828         + \$0.0075           AL-TOU-2-P         Winter         Generation - 2022 Vintage         On-Peak	AL-TOU-T	Summer	Demand - 2022 Vintage	On-Peak	\$16.04	
AL-TOU-T         Summer         Generation - 2022 Vintage         Super Off-Peak         \$0.07689         + \$0.0075           AL-TOU-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.16711         + \$0.0075           AL-TOU-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.05137         + \$0.0075           AL-TOU-Z-S         Summer         Demand - 2022 Vintage         On-Peak         \$22.5         -           AL-TOU-Z-S         Summer         Generation - 2022 Vintage         On-Peak         \$0.17933         + \$0.0075           AL-TOU-2-S         Summer         Generation - 2022 Vintage         On-Peak         \$0.07689         + \$0.0075           AL-TOU-2-S         Winter         Generation - 2022 Vintage         On-Peak         \$0.0705         + \$0.0075           AL-TOU-2-S         Winter         Generation - 2022 Vintage         On-Peak         \$0.0755         + \$0.0075           AL-TOU-2-F         Summer         Demand - 2022 Vintage         On-Peak         \$2.12         On-Peak         \$0.0756           AL-TOU-2-F         Summer         Generation - 2022 Vintage         On-Peak         \$0.0756         \$0.0075           AL-TOU-2-F         Summer         Generation - 2022 Vintage         On-Peak <td>AL-TOU-T</td> <td>Summer</td> <td>Generation - 2022 Vintage</td> <td>On-Peak</td> <td>\$0.18915</td> <td></td>	AL-TOU-T	Summer	Generation - 2022 Vintage	On-Peak	\$0.18915	
Al-TOU-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.16711         + \$0.0075           Al-TOU-T         Winter         Generation - 2022 Vintage         Off-Peak         \$0.0716         + \$0.0075           Al-TOU-2-S         Summer         Demand - 2022 Vintage         On-Peak         \$22.25           Al-TOU-2-S         Summer         Generation - 2022 Vintage         On-Peak         \$0.17933         + \$0.0075           Al-TOU-2-S         Summer         Generation - 2022 Vintage         On-Peak         \$0.17933         + \$0.0075           Al-TOU-2-S         Summer         Generation - 2022 Vintage         On-Peak         \$0.17833         + \$0.0075           Al-TOU-2-S         Winter         Generation - 2022 Vintage         On-Peak         \$0.1783         + \$0.0075           Al-TOU-2-S         Winter         Generation - 2022 Vintage         On-Peak         \$29.12           Al-TOU-2-P         Summer         Generation - 2022 Vintage         On-Peak         \$0.1783         + \$0.0075           Al-TOU-2-P         Summer         Generation - 2022 Vintage         On-Peak         \$0.1782         + \$0.0075           Al-TOU-2-P         Summer         Generation - 2022 Vintage         On-Peak         \$0.1782         + \$0.0075	AL-TOU-T	Summer	Generation - 2022 Vintage	Off-Peak	\$0.10244	+ \$0.0075
AL-TOU-T         Winter         Generation - 2022 Vintage         Off-Peak         \$0.0716         + \$0.0075           AL-TOU-2-S         Summer         Demand - 2022 Vintage         On-Peak         \$29.25         +           AL-TOU-2-S         Summer         Generation - 2022 Vintage         On-Peak         \$0.07333         + \$0.0075           AL-TOU-2-S         Summer         Generation - 2022 Vintage         On-Peak         \$0.07933         + \$0.0075           AL-TOU-2-S         Summer         Generation - 2022 Vintage         On-Peak         \$0.07089         + \$0.0075           AL-TOU-2-S         Winter         Generation - 2022 Vintage         On-Peak         \$0.01589         + \$0.0075           AL-TOU-2-S         Winter         Generation - 2022 Vintage         On-Peak         \$0.17828         + \$0.0075           AL-TOU-2-P         Summer         Generation - 2022 Vintage         On-Peak         \$0.17828         + \$0.0075           AL-TOU-2-P         Summer         Generation - 2022 Vintage         On-Peak         \$0.17828         + \$0.0075           AL-TOU-2-P         Summer         Generation - 2022 Vintage         On-Peak         \$0.17809         + \$0.0075           AL-TOU-2-P         Winter         Generation - 2022 Vintage         On-Peak <td< td=""><td>AL-TOU-T</td><td>Summer</td><td></td><td>Super Off-Peak</td><td>\$0.07689</td><td>+ \$0.0075</td></td<>	AL-TOU-T	Summer		Super Off-Peak	\$0.07689	+ \$0.0075
AL-TOU-T         Winter         Generation - 2022 Vintage         On-Peak         \$2.92.5           AL-TOU-2-5         Summer         Generation - 2022 Vintage         On-Peak         \$2.92.5           AL-TOU-2-5         Summer         Generation - 2022 Vintage         On-Peak         \$0.0758           AL-TOU-2-5         Summer         Generation - 2022 Vintage         On-Peak         \$0.07085         + \$0.0075           AL-TOU-2-5         Summer         Generation - 2022 Vintage         On-Peak         \$0.07155         + \$0.0075           AL-TOU-2-5         Winter         Generation - 2022 Vintage         On-Peak         \$0.07155         + \$0.0075           AL-TOU-2-5         Winter         Generation - 2022 Vintage         On-Peak         \$0.07155         + \$0.0075           AL-TOU-2-P         Summer         Generation - 2022 Vintage         On-Peak         \$0.17828         + \$0.0075           AL-TOU-2-P         Summer         Generation - 2022 Vintage         On-Peak         \$0.07649         + \$0.0075           AL-TOU-2-P         Winter         Generation - 2022 Vintage         On-Peak         \$0.15609         + \$0.0075           AL-TOU-2-P         Winter         Generation - 2022 Vintage         On-Peak         \$0.16889         + \$0.0075           <	AL-TOU-T	Winter	Generation - 2022 Vintage	On-Peak	\$0.16711	+ \$0.0075
AL-TOU-2-5         Summer         Demand - 2022 Vintage         On-Peak         \$29,25           AL-TOU-2-5         Summer         Generation - 2022 Vintage         Off-Peak         \$0,17933         + \$0,0075           AL-TOU-2-5         Summer         Generation - 2022 Vintage         Off-Peak         \$0,07869         + \$0,0075           AL-TOU-2-5         Winter         Generation - 2022 Vintage         Off-Peak         \$0,07869         + \$0,0075           AL-TOU-2-5         Winter         Generation - 2022 Vintage         Off-Peak         \$0,07155         + \$0,0075           AL-TOU-2-5         Winter         Generation - 2022 Vintage         Off-Peak         \$0,01782         + \$0,0075           AL-TOU-2-7         Summer         Generation - 2022 Vintage         Off-Peak         \$0,0766         + \$0,0075           AL-TOU-2-P         Summer         Generation - 2022 Vintage         Off-Peak         \$0,07049         + \$0,0075           AL-TOU-2-P         Summer         Generation - 2022 Vintage         Off-Peak         \$0,0719         + \$0,0075           AL-TOU-2-P         Winter         Generation - 2022 Vintage         Off-Peak         \$0,0719         + \$0,0075           AL-TOU-2-P         Winter         Generation - 2022 Vintage         Off-Peak         \$0,06611<	AL-TOU-T	Winter	Generation - 2022 Vintage		\$0.07746	
AL-TOU-2-S         Summer         Generation - 2022 Vintage         On-Peak         \$0.17933         + \$0.0075           AL-TOU-2-S         Summer         Generation - 2022 Vintage         Off-Peak         \$0.07085         + \$0.0075           AL-TOU-2-S         Winter         Generation - 2022 Vintage         On-Peak         \$0.17685         + \$0.0075           AL-TOU-2-S         Winter         Generation - 2022 Vintage         On-Peak         \$0.04666         + \$0.0075           AL-TOU-2-S         Winter         Generation - 2022 Vintage         On-Peak         \$29.12           AL-TOU-2-P         Summer         Generation - 2022 Vintage         On-Peak         \$0.17828         + \$0.0075           AL-TOU-2-P         Summer         Generation - 2022 Vintage         On-Peak         \$0.17828         + \$0.0075           AL-TOU-2-P         Summer         Generation - 2022 Vintage         On-Peak         \$0.15600         + \$0.0075           AL-TOU-2-P         Winter         Generation - 2022 Vintage         On-Peak         \$0.15600         + \$0.0075           AL-TOU-2-P         Winter         Generation - 2022 Vintage         On-Peak         \$0.04688         + \$0.0075           AL-TOU-2-T         Summer         Generation - 2022 Vintage         On-Peak         \$0.04638 <td>AL-TOU-T</td> <td>Winter</td> <td>Generation - 2022 Vintage</td> <td>Super Off-Peak</td> <td>\$0.05137</td> <td>+ \$0.0075</td>	AL-TOU-T	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.05137	+ \$0.0075
AL-TOU-2-S         Summer         Generation - 2022 Vintage         On-Peak         \$0.17933         + \$0.0075           AL-TOU-2-S         Summer         Generation - 2022 Vintage         Off-Peak         \$0.07085         + \$0.0075           AL-TOU-2-S         Winter         Generation - 2022 Vintage         On-Peak         \$0.17685         + \$0.0075           AL-TOU-2-S         Winter         Generation - 2022 Vintage         On-Peak         \$0.04666         + \$0.0075           AL-TOU-2-S         Winter         Generation - 2022 Vintage         On-Peak         \$29.12           AL-TOU-2-P         Summer         Generation - 2022 Vintage         On-Peak         \$0.17828         + \$0.0075           AL-TOU-2-P         Summer         Generation - 2022 Vintage         On-Peak         \$0.17828         + \$0.0075           AL-TOU-2-P         Summer         Generation - 2022 Vintage         On-Peak         \$0.15600         + \$0.0075           AL-TOU-2-P         Winter         Generation - 2022 Vintage         On-Peak         \$0.15600         + \$0.0075           AL-TOU-2-P         Winter         Generation - 2022 Vintage         On-Peak         \$0.04688         + \$0.0075           AL-TOU-2-T         Summer         Generation - 2022 Vintage         On-Peak         \$0.04638 <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>						
AL-TOU-2-5         Summer         Generation - 2022 Vintage         Off-Peak         \$0.09669         + \$0.0075           AL-TOU-2-5         Summer         Generation - 2022 Vintage         Super Off-Peak         \$0.15689         + \$0.0075           AL-TOU-2-5         Winter         Generation - 2022 Vintage         On-Peak         \$0.07155         + \$0.0075           AL-TOU-2-5         Winter         Generation - 2022 Vintage         On-Peak         \$0.1728         + \$0.0075           AL-TOU-2-8         Summer         Generation - 2022 Vintage         On-Peak         \$0.1728         + \$0.0075           AL-TOU-2-P         Summer         Generation - 2022 Vintage         On-Peak         \$0.07049         + \$0.0075           AL-TOU-2-P         Summer         Generation - 2022 Vintage         On-Peak         \$0.07049         + \$0.0075           AL-TOU-2-P         Winter         Generation - 2022 Vintage         On-Peak         \$0.17680         + \$0.0075           AL-TOU-2-P         Winter         Generation - 2022 Vintage         On-Peak         \$0.1769         + \$0.0075           AL-TOU-2-T         Summer         Generation - 2022 Vintage         On-Peak         \$0.16899         + \$0.0075           AL-TOU-2-T         Summer         Generation - 2022 Vintage         On-	AL-TOU-2-S	Summer	Demand - 2022 Vintage	On-Peak	•	
AL-TOU-2-S         Summer         Generation - 2022 Vintage         Super Off-Peak         \$0.0705         + \$0.0075           AL-TOU-2-S         Winter         Generation - 2022 Vintage         On-Peak         \$0.15689         + \$0.0075           AL-TOU-2-S         Winter         Generation - 2022 Vintage         On-Peak         \$0.0155         + \$0.0075           AL-TOU-2-S         Winter         Generation - 2022 Vintage         On-Peak         \$0.17828         + \$0.0075           AL-TOU-2-P         Summer         Generation - 2022 Vintage         On-Peak         \$0.17828         + \$0.0075           AL-TOU-2-P         Summer         Generation - 2022 Vintage         On-Peak         \$0.07049         + \$0.0075           AL-TOU-2-P         Summer         Generation - 2022 Vintage         On-Peak         \$0.07109         + \$0.0075           AL-TOU-2-P         Winter         Generation - 2022 Vintage         On-Peak         \$0.0719         + \$0.0075           AL-TOU-2-P         Winter         Generation - 2022 Vintage         On-Peak         \$0.786         + \$0.0075           AL-TOU-2-T         Summer         Generation - 2022 Vintage         On-Peak         \$0.16899         + \$0.0075           AL-TOU-2-T         Summer         Generation - 2022 Vintage         On-Pea	AL-TOU-2-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.17933	
AL-TOU-2-S         Winter         Generation - 2022 Vintage         On-Peak         \$0.15689         + \$0.0075           AL-TOU-2-S         Winter         Generation - 2022 Vintage         Off-Peak         \$0.07155         + \$0.0075           AL-TOU-2-S         Winter         Generation - 2022 Vintage         On-Peak         \$20.04666         + \$0.0075           AL-TOU-2-P         Summer         Generation - 2022 Vintage         On-Peak         \$0.1782         + \$0.0075           AL-TOU-2-P         Summer         Generation - 2022 Vintage         On-Peak         \$0.17828         + \$0.0075           AL-TOU-2-P         Summer         Generation - 2022 Vintage         On-Peak         \$0.1709         + \$0.0075           AL-TOU-2-P         Winter         Generation - 2022 Vintage         On-Peak         \$0.16600         + \$0.0075           AL-TOU-2-P         Winter         Generation - 2022 Vintage         Off-Peak         \$0.04638         + \$0.0075           AL-TOU-2-T         Summer         Generation - 2022 Vintage         On-Peak         \$27.86         \$0.0075           AL-TOU-2-T         Summer         Generation - 2022 Vintage         On-Peak         \$0.16899         + \$0.0075           AL-TOU-2-T         Summer         Generation - 2022 Vintage         On-Peak <td>AL-TOU-2-S</td> <td>Summer</td> <td>Generation - 2022 Vintage</td> <td></td> <td></td> <td>1</td>	AL-TOU-2-S	Summer	Generation - 2022 Vintage			1
AL-TOU-2-S         Winter         Generation - 2022 Vintage         Off-Peak         \$0.07155         + \$0.0075           AL-TOU-2-S         Winter         Generation - 2022 Vintage         On-Peak         \$0.17828         + \$0.0075           AL-TOU-2-P         Summer         Generation - 2022 Vintage         On-Peak         \$0.17828         + \$0.0075           AL-TOU-2-P         Summer         Generation - 2022 Vintage         On-Peak         \$0.0764         + \$0.0075           AL-TOU-2-P         Summer         Generation - 2022 Vintage         Off-Peak         \$0.07049         + \$0.0075           AL-TOU-2-P         Winter         Generation - 2022 Vintage         On-Peak         \$0.15600         + \$0.0075           AL-TOU-2-P         Winter         Generation - 2022 Vintage         Super Off-Peak         \$0.04638         + \$0.0075           AL-TOU-2-P         Winter         Generation - 2022 Vintage         On-Peak         \$27.86           AL-TOU-2-T         Summer         Generation - 2022 Vintage         Off-Peak         \$0.06611         + \$0.0075           AL-TOU-2-T         Summer         Generation - 2022 Vintage         Off-Peak         \$0.4783         + \$0.0075           AL-TOU-2-T         Winter         Generation - 2022 Vintage         Off-Peak         \$0	AL-TOU-2-S	Summer	-	Super Off-Peak		1
AL-TOU-2-5         Winter         Generation - 2022 Vintage         Super Off-Peak         \$0.04666         + \$0.0075           AL-TOU-2-P         Summer         Generation - 2022 Vintage         On-Peak         \$0.17828         + \$0.0075           AL-TOU-2-P         Summer         Generation - 2022 Vintage         On-Peak         \$0.0769         + \$0.0075           AL-TOU-2-P         Summer         Generation - 2022 Vintage         Off-Peak         \$0.0709         + \$0.0075           AL-TOU-2-P         Winter         Generation - 2022 Vintage         On-Peak         \$0.07109         + \$0.0075           AL-TOU-2-P         Winter         Generation - 2022 Vintage         On-Peak         \$0.04638         + \$0.0075           AL-TOU-2-P         Winter         Generation - 2022 Vintage         On-Peak         \$0.04638         + \$0.0075           AL-TOU-2-T         Summer         Generation - 2022 Vintage         On-Peak         \$0.16899         + \$0.0075           AL-TOU-2-T         Summer         Generation - 2022 Vintage         On-Peak         \$0.14783         + \$0.0075           AL-TOU-2-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.14783         + \$0.0075           AL-TOU-2-T         Winter         Generation - 2022 Vintage         Of	AL-TOU-2-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.15689	+ \$0.0075
AL-TOU-2-P         Summer         Demand - 2022 Vintage         On-Peak         \$29.12           AL-TOU-2-P         Summer         Generation - 2022 Vintage         On-Peak         \$0.17828         + \$0.0075           AL-TOU-2-P         Summer         Generation - 2022 Vintage         Off-Peak         \$0.0769         + \$0.0075           AL-TOU-2-P         Winter         Generation - 2022 Vintage         On-Peak         \$0.07049         + \$0.0075           AL-TOU-2-P         Winter         Generation - 2022 Vintage         On-Peak         \$0.0719         + \$0.0075           AL-TOU-2-P         Winter         Generation - 2022 Vintage         On-Peak         \$0.0719         + \$0.0075           AL-TOU-2-P         Winter         Generation - 2022 Vintage         On-Peak         \$0.04638         + \$0.0075           AL-TOU-2-T         Summer         Generation - 2022 Vintage         On-Peak         \$0.06611         + \$0.0075           AL-TOU-2-T         Summer         Generation - 2022 Vintage         On-Peak         \$0.14783         + \$0.0075           AL-TOU-2-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.14783         + \$0.0075           AL-TOU-2-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.14783	AL-TOU-2-S	Winter			•	
AL-TOU-2-P         Summer         Generation - 2022 Vintage         On-Peak         \$0.17828         + \$0.0075           AL-TOU-2-P         Summer         Generation - 2022 Vintage         Off-Peak         \$0.0704         + \$0.0075           AL-TOU-2-P         Summer         Generation - 2022 Vintage         On-Peak         \$0.15600         + \$0.0075           AL-TOU-2-P         Winter         Generation - 2022 Vintage         On-Peak         \$0.15600         + \$0.0075           AL-TOU-2-P         Winter         Generation - 2022 Vintage         On-Peak         \$0.16899         + \$0.0075           AL-TOU-2-T         Summer         Demand - 2022 Vintage         On-Peak         \$0.16899         + \$0.0075           AL-TOU-2-T         Summer         Generation - 2022 Vintage         On-Peak         \$0.06611         + \$0.0075           AL-TOU-2-T         Summer         Generation - 2022 Vintage         On-Peak         \$0.14783         + \$0.0075           AL-TOU-2-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.14783         + \$0.0075           AL-TOU-2-T         Winter         Generation - 2022 Vintage         Off-Peak         \$0.04298         + \$0.0075           AL-TOU-2-T         Winter         Generation - 2022 Vintage         Off-Peak <td>AL-TOU-2-S</td> <td>Winter</td> <td>Generation - 2022 Vintage</td> <td>Super Off-Peak</td> <td>\$0.04666</td> <td>+ \$0.0075</td>	AL-TOU-2-S	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.04666	+ \$0.0075
AL-TOU-2-P         Summer         Generation - 2022 Vintage         On-Peak         \$0.17828         + \$0.0075           AL-TOU-2-P         Summer         Generation - 2022 Vintage         Off-Peak         \$0.0704         + \$0.0075           AL-TOU-2-P         Summer         Generation - 2022 Vintage         On-Peak         \$0.15600         + \$0.0075           AL-TOU-2-P         Winter         Generation - 2022 Vintage         On-Peak         \$0.15600         + \$0.0075           AL-TOU-2-P         Winter         Generation - 2022 Vintage         On-Peak         \$0.16899         + \$0.0075           AL-TOU-2-T         Summer         Demand - 2022 Vintage         On-Peak         \$0.16899         + \$0.0075           AL-TOU-2-T         Summer         Generation - 2022 Vintage         On-Peak         \$0.06611         + \$0.0075           AL-TOU-2-T         Summer         Generation - 2022 Vintage         On-Peak         \$0.14783         + \$0.0075           AL-TOU-2-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.14783         + \$0.0075           AL-TOU-2-T         Winter         Generation - 2022 Vintage         Off-Peak         \$0.04298         + \$0.0075           AL-TOU-2-T         Winter         Generation - 2022 Vintage         Off-Peak <td></td> <td></td> <td></td> <td></td> <td></td> <td></td>						
AL-TOU-2-P         Summer         Generation - 2022 Vintage         Off-Peak         \$0.09606         + \$0.0075           AL-TOU-2-P         Summer         Generation - 2022 Vintage         On-Peak         \$0.0709         + \$0.0075           AL-TOU-2-P         Winter         Generation - 2022 Vintage         On-Peak         \$0.0709         + \$0.0075           AL-TOU-2-P         Winter         Generation - 2022 Vintage         Off-Peak         \$0.04638         + \$0.0075           AL-TOU-2-P         Winter         Generation - 2022 Vintage         On-Peak         \$0.16809         + \$0.0075           AL-TOU-2-T         Summer         Generation - 2022 Vintage         On-Peak         \$0.16899         + \$0.0075           AL-TOU-2-T         Summer         Generation - 2022 Vintage         Off-Peak         \$0.06611         + \$0.0075           AL-TOU-2-T         Winter         Generation - 2022 Vintage         Off-Peak         \$0.06662         + \$0.0075           AL-TOU-2-T         Winter         Generation - 2022 Vintage         Off-Peak         \$0.04298         + \$0.0075           AL-TOU-2-T         Winter         Generation - 2022 Vintage         Off-Peak         \$0.04298         + \$0.0075           DG-R-S         Summer         Generation - 2022 Vintage         On-Peak<	AL-TOU-2-P	Summer	Demand - 2022 Vintage	On-Peak	\$29.12	
AL-TOU-2-P         Summer         Generation - 2022 Vintage         Super Off-Peak         \$0.07049         + \$0.0075           AL-TOU-2-P         Winter         Generation - 2022 Vintage         On-Peak         \$0.07109         + \$0.0075           AL-TOU-2-P         Winter         Generation - 2022 Vintage         Off-Peak         \$0.07109         + \$0.0075           AL-TOU-2-P         Winter         Generation - 2022 Vintage         On-Peak         \$0.04638         + \$0.0075           AL-TOU-2-T         Summer         Generation - 2022 Vintage         On-Peak         \$0.16899         + \$0.0075           AL-TOU-2-T         Summer         Generation - 2022 Vintage         On-Peak         \$0.16899         + \$0.0075           AL-TOU-2-T         Summer         Generation - 2022 Vintage         On-Peak         \$0.14783         + \$0.0075           AL-TOU-2-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.14783         + \$0.0075           AL-TOU-2-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.14783         + \$0.0075           AL-TOU-2-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.14783         + \$0.0075           AL-TOU-2-T         Winter         Generation - 2022 Vintage	AL-TOU-2-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.17828	+ \$0.0075
AL-TOU-2-P         Winter         Generation - 2022 Vintage         On-Peak         \$0.15600         + \$0.0075           AL-TOU-2-P         Winter         Generation - 2022 Vintage         Off-Peak         \$0.04638         + \$0.0075           AL-TOU-2-P         Winter         Generation - 2022 Vintage         On-Peak         \$27.86           AL-TOU-2-T         Summer         Generation - 2022 Vintage         On-Peak         \$0.04638         + \$0.0075           AL-TOU-2-T         Summer         Generation - 2022 Vintage         On-Peak         \$0.16899         + \$0.0075           AL-TOU-2-T         Summer         Generation - 2022 Vintage         On-Peak         \$0.14783         + \$0.0075           AL-TOU-2-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.14783         + \$0.0075           AL-TOU-2-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.14783         + \$0.0075           AL-TOU-2-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.14783         + \$0.0075           AL-TOU-2-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.14783         + \$0.0075           AL-TOU-2-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.12767 <td>AL-TOU-2-P</td> <td>Summer</td> <td>Generation - 2022 Vintage</td> <td>Off-Peak</td> <td>\$0.09606</td> <td>+ \$0.0075</td>	AL-TOU-2-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.09606	+ \$0.0075
AL-TOU-2-P AL-TOU-2-PWinter WinterGeneration - 2022 Vintage Generation - 2022 VintageOff-Peak Super Off-Peak\$0.07109 \$0.04638+ \$0.0075 + \$0.0075AL-TOU-2-T AL-TOU-2-TSummer SummerDemand - 2022 Vintage Generation - 2022 VintageOn-Peak On-Peak\$27.86 \$0.16899AL-TOU-2-T AL-TOU-2-TSummer SummerGeneration - 2022 Vintage Generation - 2022 VintageOn-Peak On-Peak\$0.06611 \$0.0075AL-TOU-2-T AL-TOU-2-TWinter Generation - 2022 VintageOn-Peak On-Peak\$0.06611 \$0.06621+ \$0.0075 \$0.0075AL-TOU-2-T AL-TOU-2-TWinter Generation - 2022 VintageOn-Peak On-Peak\$0.04662 \$0.04298+ \$0.0075 \$0.0075AL-TOU-2-T Winter Generation - 2022 VintageOn-Peak Sumer Summer\$0.04298+ \$0.0075 \$0.0075DG-R-S DG-R-S Summer Generation - 2022 VintageOn-Peak Sumer On-Peak Sumer On-Peak Sumer Summer Generation - 2022 VintageOn-Peak Sumer Sumer Sumer Summer Generation - 2022 VintageSuper Off-Peak Suntage\$0.0075 Sumor5DG-R-S DG-R-S Winter Generation - 2022 VintageOn-Peak Sumer Sumer Generation - 2022 VintageOn-Peak Sumer Sumor5\$0.0075 Sumor5DG-R-S DG-R-S Winter Generation - 2022 VintageOn-Peak Sumer Sumer\$0.0075 Sumor5\$0.0075 Sumor5DG-R-P Summer Generation - 2022 VintageOn-Peak Sumer Off-Peak Sun0400\$0.0075 Sumor5\$0.0075 Sumor5DG-R-P DG-R-P Winter Generati	AL-TOU-2-P	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.07049	+ \$0.0075
AL-TOU-2-P         Winter         Generation - 2022 Vintage         Super Off-Peak         \$0.04638         + \$0.0075           AL-TOU-2-T         Summer         Demand - 2022 Vintage         On-Peak         \$0.16899         + \$0.0075           AL-TOU-2-T         Summer         Generation - 2022 Vintage         On-Peak         \$0.09036         + \$0.0075           AL-TOU-2-T         Summer         Generation - 2022 Vintage         Off-Peak         \$0.006611         + \$0.0075           AL-TOU-2-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.14783         + \$0.0075           AL-TOU-2-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.04298         + \$0.0075           AL-TOU-2-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.04298         + \$0.0075           AL-TOU-2-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.52203         + \$0.0075           DG-R-S         Summer         Generation - 2022 Vintage         On-Peak         \$0.52203         + \$0.0075           DG-R-S         Summer         Generation - 2022 Vintage         On-Peak         \$0.12767         + \$0.0075           DG-R-S         Winter         Generation - 2022 Vintage         On-Peak	AL-TOU-2-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.15600	+ \$0.0075
AL-TOU-2-T         Summer         Demand - 2022 Vintage         On-Peak         \$27.86           AL-TOU-2-T         Summer         Generation - 2022 Vintage         On-Peak         \$0.16899         + \$0.0075           AL-TOU-2-T         Summer         Generation - 2022 Vintage         Off-Peak         \$0.09036         + \$0.0075           AL-TOU-2-T         Summer         Generation - 2022 Vintage         On-Peak         \$0.06611         + \$0.0075           AL-TOU-2-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.14783         + \$0.0075           AL-TOU-2-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.14783         + \$0.0075           AL-TOU-2-T         Winter         Generation - 2022 Vintage         Off-Peak         \$0.04298         + \$0.0075           AL-TOU-2-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.52203         + \$0.0075           DG-R-S         Summer         Generation - 2022 Vintage         On-Peak         \$0.52203         + \$0.0075           DG-R-S         Summer         Generation - 2022 Vintage         On-Peak         \$0.12767         + \$0.0075           DG-R-S         Summer         Generation - 2022 Vintage         On-Peak         \$0.12767	AL-TOU-2-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.07109	+ \$0.0075
AL-TOU-2-TSummerGeneration - 2022 VintageOn-Peak\$0.16899+ \$0.0075AL-TOU-2-TSummerGeneration - 2022 VintageOff-Peak\$0.09036+ \$0.0075AL-TOU-2-TSummerGeneration - 2022 VintageSuper Off-Peak\$0.06611+ \$0.0075AL-TOU-2-TWinterGeneration - 2022 VintageOn-Peak\$0.14783+ \$0.0075AL-TOU-2-TWinterGeneration - 2022 VintageOn-Peak\$0.04298+ \$0.0075AL-TOU-2-TWinterGeneration - 2022 VintageOn-Peak\$0.04298+ \$0.0075DG-R-SSummerGeneration - 2022 VintageOn-Peak\$0.52203+ \$0.0075DG-R-SSummerGeneration - 2022 VintageOn-Peak\$0.52203+ \$0.0075DG-R-SSummerGeneration - 2022 VintageOn-Peak\$0.12767+ \$0.0075DG-R-SSummerGeneration - 2022 VintageOn-Peak\$0.12767+ \$0.0075DG-R-SWinterGeneration - 2022 VintageOn-Peak\$0.05517+ \$0.0075DG-R-SWinterGeneration - 2022 VintageOff-Peak\$0.12767+ \$0.0075DG-R-SWinterGeneration - 2022 VintageOff-Peak\$0.51945+ \$0.0075DG-R-PSummerGeneration - 2022 VintageOn-Peak\$0.51945+ \$0.0075DG-R-PSummerGeneration - 2022 VintageOn-Peak\$0.51945+ \$0.0075DG-R-PSummerGeneration - 2022 VintageOn-Peak\$0.12691+ \$0.0075DG-R-P<	AL-TOU-2-P	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.04638	+ \$0.0075
AL-TOU-2-TSummerGeneration - 2022 VintageOn-Peak\$0.16899+ \$0.0075AL-TOU-2-TSummerGeneration - 2022 VintageOff-Peak\$0.09036+ \$0.0075AL-TOU-2-TSummerGeneration - 2022 VintageSuper Off-Peak\$0.06611+ \$0.0075AL-TOU-2-TWinterGeneration - 2022 VintageOn-Peak\$0.14783+ \$0.0075AL-TOU-2-TWinterGeneration - 2022 VintageOn-Peak\$0.04298+ \$0.0075AL-TOU-2-TWinterGeneration - 2022 VintageOn-Peak\$0.04298+ \$0.0075DG-R-SSummerGeneration - 2022 VintageOn-Peak\$0.52203+ \$0.0075DG-R-SSummerGeneration - 2022 VintageOn-Peak\$0.52203+ \$0.0075DG-R-SSummerGeneration - 2022 VintageOn-Peak\$0.12767+ \$0.0075DG-R-SSummerGeneration - 2022 VintageOn-Peak\$0.12767+ \$0.0075DG-R-SWinterGeneration - 2022 VintageOn-Peak\$0.05517+ \$0.0075DG-R-SWinterGeneration - 2022 VintageOff-Peak\$0.12767+ \$0.0075DG-R-SWinterGeneration - 2022 VintageOff-Peak\$0.51945+ \$0.0075DG-R-PSummerGeneration - 2022 VintageOn-Peak\$0.51945+ \$0.0075DG-R-PSummerGeneration - 2022 VintageOn-Peak\$0.51945+ \$0.0075DG-R-PSummerGeneration - 2022 VintageOn-Peak\$0.12691+ \$0.0075DG-R-P<						
AL-TOU-2-T         Summer         Generation - 2022 Vintage         Off-Peak         \$0.09036         + \$0.0075           AL-TOU-2-T         Summer         Generation - 2022 Vintage         Super Off-Peak         \$0.06611         + \$0.0075           AL-TOU-2-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.14783         + \$0.0075           AL-TOU-2-T         Winter         Generation - 2022 Vintage         Off-Peak         \$0.06662         + \$0.0075           AL-TOU-2-T         Winter         Generation - 2022 Vintage         Off-Peak         \$0.04298         + \$0.0075           AL-TOU-2-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.04298         + \$0.0075           AL-TOU-2-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.04298         + \$0.0075           DG-R-S         Summer         Generation - 2022 Vintage         On-Peak         \$0.15196         + \$0.0075           DG-R-S         Summer         Generation - 2022 Vintage         On-Peak         \$0.12767         + \$0.0075           DG-R-S         Winter         Generation - 2022 Vintage         Off-Peak         \$0.03400         + \$0.0075           DG-R-S         Winter         Generation - 2022 Vintage         Off-Peak						
AL-TOU-2-TSummerGeneration - 2022 VintageSuper Off-Peak\$0.06611+ \$0.0075AL-TOU-2-TWinterGeneration - 2022 VintageOn-Peak\$0.14783+ \$0.0075AL-TOU-2-TWinterGeneration - 2022 VintageOff-Peak\$0.06662+ \$0.0075AL-TOU-2-TWinterGeneration - 2022 VintageOff-Peak\$0.04298+ \$0.0075DG-R-SSummerGeneration - 2022 VintageOn-Peak\$0.52203+ \$0.0075DG-R-SSummerGeneration - 2022 VintageOn-Peak\$0.16196+ \$0.0075DG-R-SSummerGeneration - 2022 VintageOff-Peak\$0.05507+ \$0.0075DG-R-SWinterGeneration - 2022 VintageOn-Peak\$0.12767+ \$0.0075DG-R-SWinterGeneration - 2022 VintageOn-Peak\$0.05517+ \$0.0075DG-R-SWinterGeneration - 2022 VintageOff-Peak\$0.03400+ \$0.0075DG-R-SWinterGeneration - 2022 VintageOff-Peak\$0.16107+ \$0.0075DG-R-PSummerGeneration - 2022 VintageOff-Peak\$0.16107+ \$0.0075DG-R-PSummerGeneration - 2022 VintageOn-Peak\$0.12691+ \$0.0075DG-R-PSummerGeneration - 2022 VintageOn-Peak\$0.12691+ \$0.0075DG-R-PWinterGeneration - 2022 VintageOff-Peak\$0.05478+ \$0.0075DG-R-PWinterGeneration - 2022 VintageOff-Peak\$0.12691+ \$0.0075DG-R-P	AL-TOU-2-T	Summer	Demand - 2022 Vintage	On-Peak	\$27.86	
AL-TOU-2-T       Winter       Generation - 2022 Vintage       On-Peak       \$0.14783       + \$0.0075         AL-TOU-2-T       Winter       Generation - 2022 Vintage       Off-Peak       \$0.06662       + \$0.0075         AL-TOU-2-T       Winter       Generation - 2022 Vintage       Off-Peak       \$0.04298       + \$0.0075         DG-R-S       Summer       Generation - 2022 Vintage       On-Peak       \$0.52203       + \$0.0075         DG-R-S       Summer       Generation - 2022 Vintage       Off-Peak       \$0.16196       + \$0.0075         DG-R-S       Summer       Generation - 2022 Vintage       Off-Peak       \$0.05507       + \$0.0075         DG-R-S       Winter       Generation - 2022 Vintage       On-Peak       \$0.12767       + \$0.0075         DG-R-S       Winter       Generation - 2022 Vintage       On-Peak       \$0.12767       + \$0.0075         DG-R-S       Winter       Generation - 2022 Vintage       Off-Peak       \$0.05517       + \$0.0075         DG-R-S       Winter       Generation - 2022 Vintage       Off-Peak       \$0.05177       + \$0.0075         DG-R-S       Winter       Generation - 2022 Vintage       Off-Peak       \$0.16107       + \$0.0075         DG-R-P       Summer       Generation - 202	AL-TOU-2-T		Generation - 2022 Vintage	On-Peak	\$0.16899	
AL-TOU-2-T AL-TOU-2-TWinterGeneration - 2022 VintageOff-Peak\$0.06662 \$0.04298+ \$0.0075DG-R-S DG-R-SSummerGeneration - 2022 VintageOn-Peak\$0.52203 \$0.04298+ \$0.0075DG-R-S DG-R-SSummerGeneration - 2022 VintageOn-Peak\$0.52203 \$0.01196+ \$0.0075DG-R-S DG-R-SSummerGeneration - 2022 VintageOn-Peak\$0.16196 \$0.0075+ \$0.0075DG-R-S DG-R-SWinterGeneration - 2022 VintageSuper Off-Peak\$0.12767 \$0.0075+ \$0.0075DG-R-S DG-R-SWinterGeneration - 2022 VintageOn-Peak\$0.12767 \$0.0075+ \$0.0075DG-R-S DG-R-SWinterGeneration - 2022 VintageOn-Peak\$0.12767 \$0.0075+ \$0.0075DG-R-S DG-R-SWinterGeneration - 2022 VintageOn-Peak\$0.051945 \$0.03400+ \$0.0075DG-R-P SummerGeneration - 2022 VintageOn-Peak\$0.51945 \$0.0400+ \$0.0075DG-R-PSummer Generation - 2022 VintageOn-Peak\$0.51945 \$0.6476+ \$0.0075DG-R-PSummer Generation - 2022 VintageOn-Peak\$0.51047 \$0.0075+ \$0.0075DG-R-PWinter Generation - 2022 VintageOn-Peak\$0.05478 \$0.0476+ \$0.0075DG-R-PWinter Generation - 2022 VintageOn-Peak \$0.0275\$0.03377 \$0.0075+ \$0.0075DG-R-PWinter Generation - 2022 VintageOn-Peak \$0.03377\$0.0075\$0.0075DG-R-TSummer Gener	AL-TOU-2-T AL-TOU-2-T	Summer	Generation - 2022 Vintage	On-Peak Off-Peak	\$0.16899 \$0.09036	+ \$0.0075
AL-TOU-2-TWinterGeneration - 2022 VintageSuper Off-Peak\$0.04298+ \$0.0075DG-R-SSummerGeneration - 2022 VintageOn-Peak\$0.52203+ \$0.0075DG-R-SSummerGeneration - 2022 VintageOff-Peak\$0.16196+ \$0.0075DG-R-SSummerGeneration - 2022 VintageSuper Off-Peak\$0.05507+ \$0.0075DG-R-SWinterGeneration - 2022 VintageOn-Peak\$0.12767+ \$0.0075DG-R-SWinterGeneration - 2022 VintageOff-Peak\$0.05517+ \$0.0075DG-R-SWinterGeneration - 2022 VintageOff-Peak\$0.03400+ \$0.0075DG-R-PSummerGeneration - 2022 VintageOn-Peak\$0.16107+ \$0.0075DG-R-PSummerGeneration - 2022 VintageOn-Peak\$0.12691+ \$0.0075DG-R-PSummerGeneration - 2022 VintageOn-Peak\$0.12691+ \$0.0075DG-R-PSummerGeneration - 2022 VintageOn-Peak\$0.12691+ \$0.0075DG-R-PWinterGeneration - 2022 VintageOff-Peak\$0.12691+ \$0.0075DG-R-PWinterGeneration - 2022 VintageOff-Peak\$0.12691+ \$0.0075DG-R-PWinterGeneration - 2022 VintageOff-Peak\$0.05478+ \$0.0075DG-R-PWinterGeneration - 2022 VintageOff-Peak\$0.05478+ \$0.0075DG-R-PWinterGeneration - 2022 VintageOff-Peak\$0.15289+ \$0.0075DG-R-TSumme	AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T	Summer Summer Summer	Generation - 2022 Vintage Generation - 2022 Vintage Generation - 2022 Vintage	On-Peak Off-Peak Super Off-Peak	\$0.16899 \$0.09036 \$0.06611	+ \$0.0075 + \$0.0075
DG-R-SSummerGeneration - 2022 VintageOn-Peak\$0.52203+ \$0.0075DG-R-SSummerGeneration - 2022 VintageOff-Peak\$0.16196+ \$0.0075DG-R-SSummerGeneration - 2022 VintageSuper Off-Peak\$0.05507+ \$0.0075DG-R-SWinterGeneration - 2022 VintageOn-Peak\$0.12767+ \$0.0075DG-R-SWinterGeneration - 2022 VintageOn-Peak\$0.05517+ \$0.0075DG-R-SWinterGeneration - 2022 VintageOff-Peak\$0.03400+ \$0.0075DG-R-SWinterGeneration - 2022 VintageOn-Peak\$0.51945+ \$0.0075DG-R-PSummerGeneration - 2022 VintageOn-Peak\$0.16107+ \$0.0075DG-R-PSummerGeneration - 2022 VintageOff-Peak\$0.12691+ \$0.0075DG-R-PSummerGeneration - 2022 VintageOn-Peak\$0.12691+ \$0.0075DG-R-PWinterGeneration - 2022 VintageOn-Peak\$0.12691+ \$0.0075DG-R-PWinterGeneration - 2022 VintageOff-Peak\$0.05478+ \$0.0075DG-R-PWinterGeneration - 2022 VintageOff-Peak\$0.03377+ \$0.0075DG-R-PWinterGeneration - 2022 VintageOn-Peak\$0.49663+ \$0.0075DG-R-TSummerGeneration - 2022 VintageOff-Peak\$0.15289+ \$0.0075DG-R-TSummerGeneration - 2022 VintageOff-Peak\$0.5104+ \$0.0075DG-R-TSummerGen	AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T	Summer Summer Summer Winter	Generation - 2022 Vintage Generation - 2022 Vintage Generation - 2022 Vintage	On-Peak Off-Peak Super Off-Peak On-Peak	\$0.16899 \$0.09036 \$0.06611 \$0.14783	+ \$0.0075 + \$0.0075 + \$0.0075
DG-R-S       Summer       Generation - 2022 Vintage       Off-Peak       \$0.16196       + \$0.0075         DG-R-S       Summer       Generation - 2022 Vintage       Super Off-Peak       \$0.05507       + \$0.0075         DG-R-S       Winter       Generation - 2022 Vintage       On-Peak       \$0.12767       + \$0.0075         DG-R-S       Winter       Generation - 2022 Vintage       Off-Peak       \$0.05517       + \$0.0075         DG-R-S       Winter       Generation - 2022 Vintage       Off-Peak       \$0.03400       + \$0.0075         DG-R-S       Winter       Generation - 2022 Vintage       On-Peak       \$0.51945       + \$0.0075         DG-R-P       Summer       Generation - 2022 Vintage       On-Peak       \$0.51945       + \$0.0075         DG-R-P       Summer       Generation - 2022 Vintage       Off-Peak       \$0.51945       + \$0.0075         DG-R-P       Summer       Generation - 2022 Vintage       Off-Peak       \$0.51945       + \$0.0075         DG-R-P       Summer       Generation - 2022 Vintage       Off-Peak       \$0.51945       + \$0.0075         DG-R-P       Winter       Generation - 2022 Vintage       On-Peak       \$0.12691       + \$0.0075         DG-R-P       Winter       Generation - 2022 Vint	AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T	Summer Summer Summer Winter	Generation - 2022 Vintage Generation - 2022 Vintage Generation - 2022 Vintage Generation - 2022 Vintage Generation - 2022 Vintage	On-Peak Off-Peak Super Off-Peak On-Peak Off-Peak	\$0.16899 \$0.09036 \$0.06611 \$0.14783 \$0.06662	+ \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075
DG-R-S       Summer       Generation - 2022 Vintage       Off-Peak       \$0.16196       + \$0.0075         DG-R-S       Summer       Generation - 2022 Vintage       Super Off-Peak       \$0.05507       + \$0.0075         DG-R-S       Winter       Generation - 2022 Vintage       On-Peak       \$0.12767       + \$0.0075         DG-R-S       Winter       Generation - 2022 Vintage       Off-Peak       \$0.05517       + \$0.0075         DG-R-S       Winter       Generation - 2022 Vintage       Off-Peak       \$0.03400       + \$0.0075         DG-R-S       Winter       Generation - 2022 Vintage       On-Peak       \$0.51945       + \$0.0075         DG-R-P       Summer       Generation - 2022 Vintage       On-Peak       \$0.51945       + \$0.0075         DG-R-P       Summer       Generation - 2022 Vintage       Off-Peak       \$0.51945       + \$0.0075         DG-R-P       Summer       Generation - 2022 Vintage       Off-Peak       \$0.51945       + \$0.0075         DG-R-P       Summer       Generation - 2022 Vintage       Off-Peak       \$0.51945       + \$0.0075         DG-R-P       Winter       Generation - 2022 Vintage       On-Peak       \$0.12691       + \$0.0075         DG-R-P       Winter       Generation - 2022 Vint	AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T	Summer Summer Summer Winter Winter	Generation - 2022 Vintage Generation - 2022 Vintage Generation - 2022 Vintage Generation - 2022 Vintage Generation - 2022 Vintage	On-Peak Off-Peak Super Off-Peak On-Peak Off-Peak	\$0.16899 \$0.09036 \$0.06611 \$0.14783 \$0.06662	+ \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075
DG-R-SSummerGeneration - 2022 VintageSuper Off-Peak\$0.05507+ \$0.0075DG-R-SWinterGeneration - 2022 VintageOn-Peak\$0.12767+ \$0.0075DG-R-SWinterGeneration - 2022 VintageOff-Peak\$0.05517+ \$0.0075DG-R-SWinterGeneration - 2022 VintageSuper Off-Peak\$0.03400+ \$0.0075DG-R-PSummerGeneration - 2022 VintageOn-Peak\$0.51945+ \$0.0075DG-R-PSummerGeneration - 2022 VintageOn-Peak\$0.16107+ \$0.0075DG-R-PSummerGeneration - 2022 VintageOff-Peak\$0.12691+ \$0.0075DG-R-PSummerGeneration - 2022 VintageOn-Peak\$0.12691+ \$0.0075DG-R-PWinterGeneration - 2022 VintageOff-Peak\$0.05476+ \$0.0075DG-R-PWinterGeneration - 2022 VintageOff-Peak\$0.05478+ \$0.0075DG-R-PWinterGeneration - 2022 VintageOff-Peak\$0.03377+ \$0.0075DG-R-PWinterGeneration - 2022 VintageOn-Peak\$0.49663+ \$0.0075DG-R-TSummerGeneration - 2022 VintageOn-Peak\$0.49663+ \$0.0075DG-R-TSummerGeneration - 2022 VintageOn-Peak\$0.49663+ \$0.0075DG-R-TSummerGeneration - 2022 VintageOn-Peak\$0.15289+ \$0.0075DG-R-TSummerGeneration - 2022 VintageOn-Peak\$0.05104+ \$0.0075DG-R-TWinter<	AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T	Summer Summer Summer Winter Winter	Generation - 2022 Vintage Generation - 2022 Vintage Generation - 2022 Vintage Generation - 2022 Vintage Generation - 2022 Vintage	On-Peak Off-Peak Super Off-Peak On-Peak Off-Peak	\$0.16899 \$0.09036 \$0.06611 \$0.14783 \$0.06662	+ \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075
DG-R-S         Winter         Generation - 2022 Vintage         On-Peak         \$0.12767         + \$0.0075           DG-R-S         Winter         Generation - 2022 Vintage         Off-Peak         \$0.05517         + \$0.0075           DG-R-S         Winter         Generation - 2022 Vintage         Super Off-Peak         \$0.03400         + \$0.0075           DG-R-S         Winter         Generation - 2022 Vintage         On-Peak         \$0.51945         + \$0.0075           DG-R-P         Summer         Generation - 2022 Vintage         On-Peak         \$0.16107         + \$0.0075           DG-R-P         Summer         Generation - 2022 Vintage         Off-Peak         \$0.05476         + \$0.0075           DG-R-P         Summer         Generation - 2022 Vintage         On-Peak         \$0.12691         + \$0.0075           DG-R-P         Winter         Generation - 2022 Vintage         On-Peak         \$0.05478         + \$0.0075           DG-R-P         Winter         Generation - 2022 Vintage         Off-Peak         \$0.05478         + \$0.0075           DG-R-P         Winter         Generation - 2022 Vintage         Off-Peak         \$0.03377         + \$0.0075           DG-R-T         Summer         Generation - 2022 Vintage         On-Peak         \$0.49663	AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T DG-R-S	Summer Summer Summer Winter Winter Winter	Generation - 2022 Vintage Generation - 2022 Vintage	On-Peak Off-Peak Super Off-Peak On-Peak Super Off-Peak Super Off-Peak	\$0.16899 \$0.09036 \$0.06611 \$0.14783 \$0.06662 \$0.04298 \$0.52203	+ \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075
DG-R-S DG-R-SWinter WinterGeneration - 2022 Vintage Generation - 2022 VintageOff-Peak Super Off-Peak\$0.05517 \$0.03400+ \$0.0075 + \$0.0075DG-R-P DG-R-PSummer SummerGeneration - 2022 Vintage Generation - 2022 VintageOn-Peak Off-Peak\$0.51945 \$0.16107+ \$0.0075 \$0.0075DG-R-P DG-R-PSummer Summer Generation - 2022 Vintage Off-PeakOn-Peak \$0.05476 \$0.05476+ \$0.0075 \$0.0075DG-R-P DG-R-PSummer Winter Generation - 2022 Vintage Off-PeakOn-Peak \$0.05476 \$0.05476+ \$0.0075 \$0.0075DG-R-P DG-R-PWinter Winter Generation - 2022 Vintage Off-PeakOn-Peak \$0.05478 \$0.05478 \$0.0075+ \$0.0075 \$0.0075DG-R-P DG-R-P Winter Generation - 2022 Vintage Off-PeakOn-Peak \$0.03377 \$0.0075+ \$0.0075 \$0.0075DG-R-T DG-R-TSummer Generation - 2022 Vintage Generation - 2022 Vintage Off-Peak \$0.0075On-Peak \$0.15289 \$0.0075DG-R-T DG-R-TSummer Generation - 2022 Vintage Generation - 2022 Vintage Off-Peak \$0.0075S0.49663 \$0.15289 \$0.0075DG-R-T DG-R-TSummer Generation - 2022 Vintage Generation - 2022 Vintage Super Off-Peak \$0.05104 \$0.05104 \$0.0075DG-R-T DG-R-T Winter Generation - 2022 Vintage Generation - 2022 Vintage On-Peak \$0.0075\$0.0075 \$0.0075DG-R-T DG-R-T Winter Generation - 2022 Vintage Generation - 2022 Vintage On-Peak \$0.0075\$0.0075 \$0.0075DG-R-T DG-R-T Winter Generation - 2022 Vintag	AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T DG-R-S DG-R-S	Summer Summer Summer Winter Winter Winter Summer	Generation - 2022 Vintage Generation - 2022 Vintage	On-Peak Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak On-Peak Off-Peak	\$0.16899 \$0.09036 \$0.06611 \$0.14783 \$0.06662 \$0.04298 \$0.52203 \$0.16196	+ \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075
DG-R-SWinterGeneration - 2022 VintageSuper Off-Peak\$0.03400+ \$0.0075DG-R-PSummerGeneration - 2022 VintageOn-Peak\$0.51945+ \$0.0075DG-R-PSummerGeneration - 2022 VintageOff-Peak\$0.16107+ \$0.0075DG-R-PSummerGeneration - 2022 VintageSuper Off-Peak\$0.05476+ \$0.0075DG-R-PWinterGeneration - 2022 VintageOn-Peak\$0.12691+ \$0.0075DG-R-PWinterGeneration - 2022 VintageOn-Peak\$0.05478+ \$0.0075DG-R-PWinterGeneration - 2022 VintageOff-Peak\$0.03377+ \$0.0075DG-R-PWinterGeneration - 2022 VintageOff-Peak\$0.3377+ \$0.0075DG-R-TSummerGeneration - 2022 VintageOn-Peak\$0.15289+ \$0.0075DG-R-TSummerGeneration - 2022 VintageOff-Peak\$0.15289+ \$0.0075DG-R-TSummerGeneration - 2022 VintageOff-Peak\$0.15289+ \$0.0075DG-R-TSummerGeneration - 2022 VintageOff-Peak\$0.15289+ \$0.0075DG-R-TSummerGeneration - 2022 VintageOff-Peak\$0.05104+ \$0.0075DG-R-TWinterGeneration - 2022 VintageOn-Peak\$0.11996+ \$0.0075DG-R-TWinterGeneration - 2022 VintageOff-Peak\$0.05097+ \$0.0075DG-R-TWinterGeneration - 2022 VintageOff-Peak\$0.05097+ \$0.0075	AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T DG-R-S DG-R-S DG-R-S	Summer Summer Summer Winter Winter Winter Summer Summer Summer	Generation - 2022 Vintage Generation - 2022 Vintage	On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak	\$0.16899 \$0.09036 \$0.06611 \$0.14783 \$0.06662 \$0.04298 \$0.52203 \$0.16196 \$0.05507	+ \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075
DG-R-PSummerGeneration - 2022 VintageOn-Peak\$0.51945+ \$0.0075DG-R-PSummerGeneration - 2022 VintageOff-Peak\$0.16107+ \$0.0075DG-R-PSummerGeneration - 2022 VintageSuper Off-Peak\$0.05476+ \$0.0075DG-R-PWinterGeneration - 2022 VintageOn-Peak\$0.12691+ \$0.0075DG-R-PWinterGeneration - 2022 VintageOn-Peak\$0.05478+ \$0.0075DG-R-PWinterGeneration - 2022 VintageOff-Peak\$0.03377+ \$0.0075DG-R-PWinterGeneration - 2022 VintageOn-Peak\$0.49663+ \$0.0075DG-R-TSummerGeneration - 2022 VintageOff-Peak\$0.15289+ \$0.0075DG-R-TSummerGeneration - 2022 VintageOff-Peak\$0.15289+ \$0.0075DG-R-TSummerGeneration - 2022 VintageOff-Peak\$0.05104+ \$0.0075DG-R-TSummerGeneration - 2022 VintageOn-Peak\$0.11996+ \$0.0075DG-R-TWinterGeneration - 2022 VintageOn-Peak\$0.11996+ \$0.0075DG-R-TWinterGeneration - 2022 VintageOn-Peak\$0.11996+ \$0.0075DG-R-TWinterGeneration - 2022 VintageOff-Peak\$0.05097+ \$0.0075DG-R-TWinterGeneration - 2022 VintageOff-Peak\$0.05097+ \$0.0075	AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T DG-R-S DG-R-S DG-R-S DG-R-S	Summer Summer Summer Winter Winter Summer Summer Summer Winter	Generation - 2022 Vintage Generation - 2022 Vintage	On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Off-Peak Off-Peak Super Off-Peak On-Peak	\$0.16899 \$0.09036 \$0.06611 \$0.14783 \$0.06662 \$0.04298 \$0.52203 \$0.16196 \$0.05507 \$0.12767	+ \$0.0075 + \$0.0075
DG-R-PSummerGeneration - 2022 VintageOff-Peak\$0.16107+ \$0.0075DG-R-PSummerGeneration - 2022 VintageSuper Off-Peak\$0.05476+ \$0.0075DG-R-PWinterGeneration - 2022 VintageOn-Peak\$0.12691+ \$0.0075DG-R-PWinterGeneration - 2022 VintageOff-Peak\$0.05478+ \$0.0075DG-R-PWinterGeneration - 2022 VintageOff-Peak\$0.03377+ \$0.0075DG-R-PWinterGeneration - 2022 VintageSuper Off-Peak\$0.49663+ \$0.0075DG-R-TSummerGeneration - 2022 VintageOn-Peak\$0.15289+ \$0.0075DG-R-TSummerGeneration - 2022 VintageOff-Peak\$0.15289+ \$0.0075DG-R-TSummerGeneration - 2022 VintageSuper Off-Peak\$0.05104+ \$0.0075DG-R-TSummerGeneration - 2022 VintageOn-Peak\$0.05104+ \$0.0075DG-R-TWinterGeneration - 2022 VintageOn-Peak\$0.11996+ \$0.0075DG-R-TWinterGeneration - 2022 VintageOn-Peak\$0.11996+ \$0.0075DG-R-TWinterGeneration - 2022 VintageOff-Peak\$0.5097+ \$0.0075	AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S	Summer Summer Summer Winter Winter Summer Summer Summer Winter Winter	Generation - 2022 Vintage Generation - 2022 Vintage	On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Off-Peak Off-Peak Super Off-Peak On-Peak On-Peak Off-Peak	\$0.16899 \$0.09036 \$0.06611 \$0.14783 \$0.06662 \$0.04298 \$0.52203 \$0.16196 \$0.05507 \$0.12767 \$0.05517	+ \$0.0075 + \$0.0075
DG-R-PSummerGeneration - 2022 VintageOff-Peak\$0.16107+ \$0.0075DG-R-PSummerGeneration - 2022 VintageSuper Off-Peak\$0.05476+ \$0.0075DG-R-PWinterGeneration - 2022 VintageOn-Peak\$0.12691+ \$0.0075DG-R-PWinterGeneration - 2022 VintageOff-Peak\$0.05478+ \$0.0075DG-R-PWinterGeneration - 2022 VintageOff-Peak\$0.03377+ \$0.0075DG-R-PWinterGeneration - 2022 VintageSuper Off-Peak\$0.49663+ \$0.0075DG-R-TSummerGeneration - 2022 VintageOn-Peak\$0.15289+ \$0.0075DG-R-TSummerGeneration - 2022 VintageOff-Peak\$0.15289+ \$0.0075DG-R-TSummerGeneration - 2022 VintageSuper Off-Peak\$0.05104+ \$0.0075DG-R-TSummerGeneration - 2022 VintageOn-Peak\$0.05104+ \$0.0075DG-R-TWinterGeneration - 2022 VintageOn-Peak\$0.11996+ \$0.0075DG-R-TWinterGeneration - 2022 VintageOn-Peak\$0.11996+ \$0.0075DG-R-TWinterGeneration - 2022 VintageOff-Peak\$0.5097+ \$0.0075	AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S	Summer Summer Summer Winter Winter Summer Summer Summer Winter Winter	Generation - 2022 Vintage Generation - 2022 Vintage	On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Off-Peak Off-Peak Super Off-Peak On-Peak On-Peak Off-Peak	\$0.16899 \$0.09036 \$0.06611 \$0.14783 \$0.06662 \$0.04298 \$0.52203 \$0.16196 \$0.05507 \$0.12767 \$0.05517	+ \$0.0075 + \$0.0075
DG-R-PSummerGeneration - 2022 VintageSuper Off-Peak\$0.05476+ \$0.0075DG-R-PWinterGeneration - 2022 VintageOn-Peak\$0.12691+ \$0.0075DG-R-PWinterGeneration - 2022 VintageOff-Peak\$0.05478+ \$0.0075DG-R-PWinterGeneration - 2022 VintageOff-Peak\$0.03377+ \$0.0075DG-R-PWinterGeneration - 2022 VintageSuper Off-Peak\$0.49663+ \$0.0075DG-R-TSummerGeneration - 2022 VintageOn-Peak\$0.49663+ \$0.0075DG-R-TSummerGeneration - 2022 VintageOff-Peak\$0.15289+ \$0.0075DG-R-TSummerGeneration - 2022 VintageSuper Off-Peak\$0.05104+ \$0.0075DG-R-TSummerGeneration - 2022 VintageOn-Peak\$0.11996+ \$0.0075DG-R-TWinterGeneration - 2022 VintageOn-Peak\$0.11996+ \$0.0075DG-R-TWinterGeneration - 2022 VintageOff-Peak\$0.05097+ \$0.0075	AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S	Summer Summer Winter Winter Winter Summer Summer Winter Winter Winter	Generation - 2022 Vintage Generation - 2022 Vintage	On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak Super Off-Peak	\$0.16899 \$0.09036 \$0.06611 \$0.14783 \$0.06662 \$0.04298 \$0.52203 \$0.16196 \$0.05507 \$0.12767 \$0.05517 \$0.03400	+ \$0.0075 + \$0.0075
DG-R-PWinterGeneration - 2022 VintageOn-Peak\$0.12691+ \$0.0075DG-R-PWinterGeneration - 2022 VintageOff-Peak\$0.05478+ \$0.0075DG-R-PWinterGeneration - 2022 VintageSuper Off-Peak\$0.03377+ \$0.0075DG-R-TSummerGeneration - 2022 VintageOn-Peak\$0.49663+ \$0.0075DG-R-TSummerGeneration - 2022 VintageOff-Peak\$0.15289+ \$0.0075DG-R-TSummerGeneration - 2022 VintageOff-Peak\$0.05104+ \$0.0075DG-R-TSummerGeneration - 2022 VintageSuper Off-Peak\$0.05104+ \$0.0075DG-R-TWinterGeneration - 2022 VintageOn-Peak\$0.11996+ \$0.0075DG-R-TWinterGeneration - 2022 VintageOff-Peak\$0.05097+ \$0.0075	AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S	Summer Summer Summer Winter Winter Summer Summer Summer Winter Winter Winter	Generation - 2022 Vintage Generation - 2022 Vintage	On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak Super Off-Peak	\$0.16899 \$0.09036 \$0.06611 \$0.14783 \$0.06662 \$0.04298 \$0.52203 \$0.16196 \$0.05507 \$0.12767 \$0.05517 \$0.05517 \$0.03400 \$0.51945	+ \$0.0075 + \$0.0075
DG-R-PWinterGeneration - 2022 VintageOff-Peak\$0.05478+ \$0.0075DG-R-PWinterGeneration - 2022 VintageSuper Off-Peak\$0.03377+ \$0.0075DG-R-TSummerGeneration - 2022 VintageOn-Peak\$0.49663+ \$0.0075DG-R-TSummerGeneration - 2022 VintageOff-Peak\$0.15289+ \$0.0075DG-R-TSummerGeneration - 2022 VintageOff-Peak\$0.05104+ \$0.0075DG-R-TSummerGeneration - 2022 VintageSuper Off-Peak\$0.05104+ \$0.0075DG-R-TWinterGeneration - 2022 VintageOn-Peak\$0.11996+ \$0.0075DG-R-TWinterGeneration - 2022 VintageOff-Peak\$0.05097+ \$0.0075	AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S DG-R-P DG-R-P	Summer Summer Summer Winter Winter Summer Summer Winter Winter Winter Summer Summer	Generation - 2022 Vintage Generation - 2022 Vintage	On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Super Off-Peak Off-Peak Super Off-Peak Super Off-Peak	\$0.16899 \$0.09036 \$0.06611 \$0.14783 \$0.06662 \$0.04298 \$0.52203 \$0.16196 \$0.05507 \$0.12767 \$0.05517 \$0.03400 \$0.51945 \$0.16107	+ \$0.0075 + \$0.0075
DG-R-PWinterGeneration - 2022 VintageSuper Off-Peak\$0.03377+ \$0.0075DG-R-TSummerGeneration - 2022 VintageOn-Peak\$0.49663+ \$0.0075DG-R-TSummerGeneration - 2022 VintageOff-Peak\$0.15289+ \$0.0075DG-R-TSummerGeneration - 2022 VintageSuper Off-Peak\$0.05104+ \$0.0075DG-R-TSummerGeneration - 2022 VintageOn-Peak\$0.05104+ \$0.0075DG-R-TWinterGeneration - 2022 VintageOn-Peak\$0.11996+ \$0.0075DG-R-TWinterGeneration - 2022 VintageOff-Peak\$0.05097+ \$0.0075	AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S DG-R-P DG-R-P DG-R-P	Summer Summer Summer Winter Winter Summer Summer Winter Winter Winter Summer Summer Summer Summer	Generation - 2022 Vintage Generation - 2022 Vintage	On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak	\$0.16899 \$0.09036 \$0.06611 \$0.14783 \$0.06662 \$0.04298 \$0.52203 \$0.16196 \$0.05507 \$0.12767 \$0.05517 \$0.03400 \$0.51945 \$0.16107 \$0.05476	+ \$0.0075 + \$0.0075
DG-R-T         Summer         Generation - 2022 Vintage         On-Peak         \$0.49663         + \$0.0075           DG-R-T         Summer         Generation - 2022 Vintage         Off-Peak         \$0.15289         + \$0.0075           DG-R-T         Summer         Generation - 2022 Vintage         Off-Peak         \$0.05104         + \$0.0075           DG-R-T         Summer         Generation - 2022 Vintage         Super Off-Peak         \$0.05104         + \$0.0075           DG-R-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.11996         + \$0.0075           DG-R-T         Winter         Generation - 2022 Vintage         Off-Peak         \$0.05097         + \$0.0075	AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S DG-R-P DG-R-P DG-R-P DG-R-P	Summer Summer Summer Winter Winter Summer Summer Winter Winter Winter Summer Summer Summer Summer Summer Winter	Generation - 2022 Vintage Generation - 2022 Vintage	On-Peak Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak On-Peak	\$0.16899 \$0.09036 \$0.06611 \$0.14783 \$0.06662 \$0.04298 \$0.52203 \$0.16196 \$0.05507 \$0.12767 \$0.05517 \$0.03400 \$0.51945 \$0.16107 \$0.05476 \$0.12691	+ $$0.0075$ + $$0.0075$
DG-R-T         Summer         Generation - 2022 Vintage         Off-Peak         \$0.15289         + \$0.0075           DG-R-T         Summer         Generation - 2022 Vintage         Super Off-Peak         \$0.05104         + \$0.0075           DG-R-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.11996         + \$0.0075           DG-R-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.05097         + \$0.0075           DG-R-T         Winter         Generation - 2022 Vintage         Off-Peak         \$0.05097         + \$0.0075	AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S DG-R-P DG-R-P DG-R-P DG-R-P DG-R-P	Summer Summer Summer Winter Winter Summer Summer Winter Winter Summer Summer Summer Summer Summer Winter Winter Winter	Generation - 2022 Vintage Generation - 2022 Vintage	On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak On-Peak Off-Peak	\$0.16899 \$0.09036 \$0.06611 \$0.14783 \$0.06662 \$0.04298 \$0.16196 \$0.05507 \$0.12767 \$0.05517 \$0.03400 \$0.51945 \$0.16107 \$0.05476 \$0.12691 \$0.05478	+ $$0.0075$ + $$0.0075$
DG-R-T         Summer         Generation - 2022 Vintage         Off-Peak         \$0.15289         + \$0.0075           DG-R-T         Summer         Generation - 2022 Vintage         Super Off-Peak         \$0.05104         + \$0.0075           DG-R-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.11996         + \$0.0075           DG-R-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.05097         + \$0.0075           DG-R-T         Winter         Generation - 2022 Vintage         Off-Peak         \$0.05097         + \$0.0075	AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S DG-R-P DG-R-P DG-R-P DG-R-P DG-R-P	Summer Summer Summer Winter Winter Summer Summer Winter Winter Summer Summer Summer Summer Summer Winter Winter Winter	Generation - 2022 Vintage Generation - 2022 Vintage	On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak On-Peak Off-Peak	\$0.16899 \$0.09036 \$0.06611 \$0.14783 \$0.06662 \$0.04298 \$0.16196 \$0.05507 \$0.12767 \$0.05517 \$0.03400 \$0.51945 \$0.16107 \$0.05476 \$0.12691 \$0.05478	+ $$0.0075$ + $$0.0075$
DG-R-T         Summer         Generation - 2022 Vintage         Super Off-Peak         \$0.05104         + \$0.0075           DG-R-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.11996         + \$0.0075           DG-R-T         Winter         Generation - 2022 Vintage         Off-Peak         \$0.05097         + \$0.0075	AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S DG-R-P DG-R-P DG-R-P DG-R-P DG-R-P DG-R-P	Summer Summer Summer Winter Winter Summer Summer Winter Winter Summer Summer Summer Summer Summer Summer Winter Winter Winter Winter	Generation - 2022 Vintage Generation - 2022 Vintage	On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak	\$0.16899 \$0.09036 \$0.06611 \$0.14783 \$0.06662 \$0.04298 \$0.52203 \$0.16196 \$0.05507 \$0.12767 \$0.05517 \$0.03400 \$0.51945 \$0.12691 \$0.05478 \$0.03377	+ \$0.0075 + \$0.0075
DG-R-T         Winter         Generation - 2022 Vintage         On-Peak         \$0.11996         + \$0.0075           DG-R-T         Winter         Generation - 2022 Vintage         Off-Peak         \$0.05097         + \$0.0075	AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S DG-R-P DG-R-P DG-R-P DG-R-P DG-R-P DG-R-P	Summer Summer Summer Winter Winter Summer Summer Winter Winter Summer Summer Summer Summer Summer Winter Winter Winter Winter Winter	Generation - 2022 Vintage Generation - 2022 Vintage	On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak On-Peak Off-Peak	\$0.16899 \$0.09036 \$0.06611 \$0.14783 \$0.06662 \$0.04298 \$0.52203 \$0.16196 \$0.05507 \$0.12767 \$0.05517 \$0.03400 \$0.51945 \$0.03400 \$0.51945 \$0.16107 \$0.05476 \$0.12691 \$0.05478 \$0.03377 \$0.03377	+ \$0.0075 + \$0.0075
DG-R-T Winter Generation - 2022 Vintage Off-Peak \$0.05097 + \$0.0075	AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S DG-R-P DG-R-P DG-R-P DG-R-P DG-R-P DG-R-P DG-R-P	Summer Summer Summer Winter Winter Summer Summer Winter Winter Summer Summer Summer Summer Winter Winter Winter Winter Winter Summer Summer Summer	Generation - 2022 Vintage Generation - 2022 Vintage	On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak On-Peak Off-Peak	\$0.16899 \$0.09036 \$0.06611 \$0.14783 \$0.06662 \$0.04298 \$0.52203 \$0.16196 \$0.05507 \$0.12767 \$0.05517 \$0.03400 \$0.51945 \$0.16107 \$0.05476 \$0.12691 \$0.05478 \$0.05478 \$0.03377 \$0.03377	+ $$0.0075$ + $$0.0075$
5	AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S DG-R-P DG-R-P DG-R-P DG-R-P DG-R-P DG-R-P DG-R-P DG-R-P	Summer Summer Summer Winter Winter Summer Summer Winter Winter Summer Summer Summer Summer Winter Winter Winter Winter	Generation - 2022 Vintage Generation - 2022 Vintage	On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak	\$0.16899 \$0.09036 \$0.06611 \$0.14783 \$0.06662 \$0.04298 \$0.52203 \$0.16196 \$0.05507 \$0.12767 \$0.05517 \$0.03400 \$0.51945 \$0.16107 \$0.05476 \$0.12691 \$0.05476 \$0.12691 \$0.05478 \$0.03377 \$0.03478 \$0.03478 \$0.03478	+ $$0.0075$ + $$0.0075$
DG-K-I Winter Generation - 2022 Vintage Super Off-Peak \$0.03087 + \$0.0075	AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S DG-R-P DG-R-P DG-R-P DG-R-P DG-R-P DG-R-P DG-R-P DG-R-P DG-R-P DG-R-T DG-R-T DG-R-T DG-R-T DG-R-T	Summer Summer Summer Winter Winter Summer Summer Winter Winter Summer Summer Summer Winter Winter Winter Winter Winter Winter Winter Winter Winter	Generation - 2022 Vintage Generation - 2022 Vintage	On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Super Off-Peak	\$0.16899 \$0.09036 \$0.06611 \$0.14783 \$0.06662 \$0.04298 \$0.52203 \$0.16196 \$0.05507 \$0.12767 \$0.05517 \$0.03400 \$0.51945 \$0.16107 \$0.05476 \$0.12691 \$0.05476 \$0.12691 \$0.05478 \$0.03377 \$0.05478 \$0.03377 \$0.05478 \$0.05517 \$0.05476 \$0.05517 \$0.05476 \$0.05517 \$0.05476 \$0.12691 \$0.05478 \$0.05517 \$0.05476 \$0.05517 \$0.05476 \$0.05476 \$0.05476 \$0.05476 \$0.05476 \$0.05476 \$0.05476 \$0.05476 \$0.05476 \$0.05476 \$0.05476 \$0.05476 \$0.05476 \$0.05476 \$0.05476 \$0.05476 \$0.05478 \$0.05478 \$0.05478 \$0.05478 \$0.05478 \$0.05476 \$0.05478 \$0.05478 \$0.05478 \$0.05478 \$0.05478 \$0.05478 \$0.05476 \$0.05478 \$0.05478 \$0.05478 \$0.05478 \$0.05476 \$0.05478 \$0.05478 \$0.05478 \$0.05476 \$0.05478 \$0.05478 \$0.05504 \$0.05476\$0.05478 \$0.05478 \$0.05476 \$0.05476 \$0.05478 \$0.05478 \$0.05476 \$0.05478\$0.05478 \$0.05476 \$0.05476 \$0.05476\$0.05478	+ $$0.0075$ + $$0.0075$
	AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T AL-TOU-2-T DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S DG-R-S DG-R-P DG-R-P DG-R-P DG-R-P DG-R-P DG-R-P DG-R-P DG-R-P DG-R-T DG-R-T DG-R-T DG-R-T DG-R-T DG-R-T	Summer Summer Summer Winter Winter Summer Summer Winter Winter Summer Summer Summer Summer Winter Winter Winter Winter Winter Winter Winter Winter Winter Summer Summer Summer Summer Summer Summer Summer Summer Summer Summer Summer	Generation - 2022 Vintage Generation - 2022 Vintage	On-Peak Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak Super Off-Peak Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Super Off-Peak Off-Peak	\$0.16899 \$0.09036 \$0.06611 \$0.14783 \$0.06662 \$0.04298 \$0.52203 \$0.16196 \$0.05507 \$0.12767 \$0.05517 \$0.03400 \$0.51945 \$0.16107 \$0.05476 \$0.12691 \$0.05476 \$0.12691 \$0.05478 \$0.05478 \$0.03377 \$0.49663 \$0.15289 \$0.05104 \$0.11996 \$0.05097	+ $$0.0075$ + $$0.0075$

A6-TOU-P	Summer	Demand - 2022 Vintage	Total	\$16.76	
A6-TOU-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.19934	+ \$0.0075
A6-TOU-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.10868	+ \$0.0075
		•		·	·
A6-TOU-P	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.08171	+ \$0.0075
A6-TOU-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.17613	+ \$0.0075
A6-TOU-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.08239	+ \$0.0075
A6-TOU-P	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.05512	+ \$0.0075
A6-TOU-T	Summer	Demand - 2022 Vintage	Total	\$16.04	
		-			
A6-TOU-T	Summer	Generation - 2022 Vintage	On-Peak	\$0.18915	+ \$0.0075
A6-TOU-T	Summer	Generation - 2022 Vintage	Off-Peak	\$0.10244	+ \$0.0075
A6-TOU-T	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.07689	+ \$0.0075
A6-TOU-T	Winter	Generation - 2022 Vintage	On-Peak	\$0.16711	+ \$0.0075
A6-TOU-T	Winter	Generation - 2022 Vintage	Off-Peak	\$0.07746	+ \$0.0075
A6-TOU-T	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.05137	+ \$0.0075
710 100 1	Winter	Scherdton 2022 Vintage	Super off Feak	<i><b>Q</b></i> <b>0.0310</b> <i>7</i>	
	-			10.00111	40.00
TOU-PA-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.30114	+ \$0.0075
TOU-PA-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.15854	+ \$0.0075
TOU-PA-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.12385	+ \$0.0075
TOU-PA-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.05150	+ \$0.0075
R					
TOU-PA-P	Cummer	Concration 2022 Vintage	On-Peak	\$0.29954	+ \$0.0075
	Summer	Generation - 2022 Vintage		•	1
TOU-PA-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.15766	+ \$0.0075
TOU-PA-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.12319	+ \$0.0075
TOU-PA-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.05124	+ \$0.0075
TOU-PA-2-S	Summer	Demand - 2022 Vintage	On-Peak	\$13.98	
TOU-PA-2-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.17381	+ \$0.0075
		•			
TOU-PA-2-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.10146	+ \$0.0075
TOU-PA-2-S	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.07188	+ \$0.0075
TOU-PA-2-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.14268	+ \$0.0075
TOU-PA-2-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.07241	+ \$0.0075
TOU-PA-2-S	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.05200	+ \$0.0075
		•			
TOU-PA-2-P	Summer	Demand - 2022 Vintage	On-Peak	\$13.92	
		-			. 60.0075
TOU-PA-2-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.17300	+ \$0.0075
TOU-PA-2-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.10099	+ \$0.0075
TOU-PA-2-P	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.07158	+ \$0.0075
TOU-PA-2-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.14195	+ \$0.0075
TOU-PA-2-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.07204	+ \$0.0075
TOU-PA-2-P	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.05177	+ \$0.0075
1001/121	Winter	Scherdton 2022 Vintage	Super off Feak	<i>\$0.03177</i>	
TOULDA D.C. COLVE	C	Conception 2022 Min		ćo 2405 t	. 60.0075
TOU-PA-3-S <20kW	Summer	Generation - 2022 Vintage	On-Peak	\$0.34854	+ \$0.0075
TOU-PA-3-S <20kW	Summer	Generation - 2022 Vintage	Off-Peak	\$0.18066	+ \$0.0075
TOU-PA-3-S <20kW	-			60 0770F	+ \$0.0075
10017(33 \$2000	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.07705	+ 30.0075
TOU-PA-3-S <20kW	Summer Winter	Generation - 2022 Vintage Generation - 2022 Vintage	Super Off-Peak On-Peak	\$0.07705 \$0.11382	+ \$0.0075
TOU-PA-3-S <20kW	Winter	Generation - 2022 Vintage	On-Peak	\$0.11382	+ \$0.0075
TOU-PA-3-S <20kW TOU-PA-3-S <20kW	Winter Winter	Generation - 2022 Vintage Generation - 2022 Vintage	On-Peak Off-Peak	\$0.11382 \$0.05622	+ \$0.0075 + \$0.0075
TOU-PA-3-S <20kW	Winter	Generation - 2022 Vintage	On-Peak	\$0.11382	+ \$0.0075
TOU-PA-3-S <20kW TOU-PA-3-S <20kW TOU-PA-3-S <20kW	Winter Winter Winter	Generation - 2022 Vintage Generation - 2022 Vintage Generation - 2022 Vintage	On-Peak Off-Peak Super Off-Peak	\$0.11382 \$0.05622 \$0.03949	+ \$0.0075 + \$0.0075 + \$0.0075
TOU-PA-3-S <20kW TOU-PA-3-S <20kW TOU-PA-3-S <20kW TOU-PA-3-P <20kW	Winter Winter Winter Summer	Generation - 2022 Vintage Generation - 2022 Vintage Generation - 2022 Vintage Generation - 2022 Vintage	On-Peak Off-Peak Super Off-Peak On-Peak	\$0.11382 \$0.05622 \$0.03949 \$0.34677	+ \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075
TOU-PA-3-S <20kW TOU-PA-3-S <20kW TOU-PA-3-S <20kW TOU-PA-3-P <20kW TOU-PA-3-P <20kW	Winter Winter Winter	Generation - 2022 Vintage Generation - 2022 Vintage Generation - 2022 Vintage Generation - 2022 Vintage Generation - 2022 Vintage	On-Peak Off-Peak Super Off-Peak On-Peak Off-Peak	\$0.11382 \$0.05622 \$0.03949 \$0.34677 \$0.17971	+ \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075
TOU-PA-3-S <20kW TOU-PA-3-S <20kW TOU-PA-3-S <20kW TOU-PA-3-P <20kW	Winter Winter Winter Summer	Generation - 2022 Vintage Generation - 2022 Vintage Generation - 2022 Vintage Generation - 2022 Vintage	On-Peak Off-Peak Super Off-Peak On-Peak	\$0.11382 \$0.05622 \$0.03949 \$0.34677	+ \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075
TOU-PA-3-S <20kW TOU-PA-3-S <20kW TOU-PA-3-S <20kW TOU-PA-3-P <20kW TOU-PA-3-P <20kW	Winter Winter Winter Summer	Generation - 2022 Vintage Generation - 2022 Vintage Generation - 2022 Vintage Generation - 2022 Vintage Generation - 2022 Vintage	On-Peak Off-Peak Super Off-Peak On-Peak Off-Peak	\$0.11382 \$0.05622 \$0.03949 \$0.34677 \$0.17971	+ \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075
TOU-PA-3-S <20kW TOU-PA-3-S <20kW TOU-PA-3-S <20kW TOU-PA-3-P <20kW TOU-PA-3-P <20kW TOU-PA-3-P <20kW TOU-PA-3-P <20kW	Winter Winter Winter Summer Summer Summer Winter	Generation - 2022 Vintage Generation - 2022 Vintage	On-Peak Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak On-Peak	\$0.11382 \$0.05622 \$0.03949 \$0.34677 \$0.17971 \$0.07659 \$0.11321	+ \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075
TOU-PA-3-S <20kW TOU-PA-3-S <20kW TOU-PA-3-S <20kW TOU-PA-3-P <20kW TOU-PA-3-P <20kW TOU-PA-3-P <20kW TOU-PA-3-P <20kW TOU-PA-3-P <20kW	Winter Winter Winter Summer Summer Summer Winter Winter	Generation - 2022 Vintage Generation - 2022 Vintage	On-Peak Off-Peak Super Off-Peak On-Peak Super Off-Peak On-Peak Off-Peak	\$0.11382 \$0.05622 \$0.03949 \$0.34677 \$0.17971 \$0.07659 \$0.11321 \$0.05591	+ \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075
TOU-PA-3-S <20kW TOU-PA-3-S <20kW TOU-PA-3-S <20kW TOU-PA-3-P <20kW TOU-PA-3-P <20kW TOU-PA-3-P <20kW TOU-PA-3-P <20kW	Winter Winter Winter Summer Summer Summer Winter	Generation - 2022 Vintage Generation - 2022 Vintage	On-Peak Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak On-Peak	\$0.11382 \$0.05622 \$0.03949 \$0.34677 \$0.17971 \$0.07659 \$0.11321	+ \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075
TOU-PA-3-S <20kW TOU-PA-3-S <20kW TOU-PA-3-S <20kW TOU-PA-3-P <20kW TOU-PA-3-P <20kW TOU-PA-3-P <20kW TOU-PA-3-P <20kW TOU-PA-3-P <20kW	Winter Winter Summer Summer Summer Winter Winter Winter	Generation - 2022 Vintage Generation - 2022 Vintage	On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak	\$0.11382 \$0.05622 \$0.03949 \$0.34677 \$0.17971 \$0.07659 \$0.11321 \$0.05591 \$0.03930	+ \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075
TOU-PA-3-S <20kW TOU-PA-3-S <20kW TOU-PA-3-S <20kW TOU-PA-3-P <20kW TOU-PA-3-P <20kW TOU-PA-3-P <20kW TOU-PA-3-P <20kW TOU-PA-3-P <20kW TOU-PA-3-P <20kW	Winter Winter Winter Summer Summer Summer Winter Winter	Generation - 2022 Vintage Generation - 2022 Vintage	On-Peak Off-Peak Super Off-Peak On-Peak Super Off-Peak On-Peak Off-Peak	\$0.11382 \$0.05622 \$0.03949 \$0.34677 \$0.17971 \$0.07659 \$0.11321 \$0.05591 \$0.03930 \$3.92	+ \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075
TOU-PA-3-S <20kW TOU-PA-3-S <20kW TOU-PA-3-S <20kW TOU-PA-3-P <20kW TOU-PA-3-P <20kW TOU-PA-3-P <20kW TOU-PA-3-P <20kW TOU-PA-3-P <20kW	Winter Winter Summer Summer Summer Winter Winter Winter	Generation - 2022 Vintage Generation - 2022 Vintage	On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak	\$0.11382 \$0.05622 \$0.03949 \$0.34677 \$0.17971 \$0.07659 \$0.11321 \$0.05591 \$0.03930	+ \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075
TOU-PA-3-S <20kW TOU-PA-3-S <20kW TOU-PA-3-S <20kW TOU-PA-3-P <20kW TOU-PA-3-P <20kW TOU-PA-3-P <20kW TOU-PA-3-P <20kW TOU-PA-3-P <20kW TOU-PA-3-P <20kW	Winter Winter Summer Summer Summer Winter Winter Winter Summer	Generation - 2022 Vintage Generation - 2022 Vintage	On-Peak Off-Peak Super Off-Peak Off-Peak Super Off-Peak On-Peak Off-Peak Super Off-Peak	\$0.11382 \$0.05622 \$0.03949 \$0.34677 \$0.17971 \$0.07659 \$0.11321 \$0.05591 \$0.03930 \$3.92	+ \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075 + \$0.0075

TOU-PA-3-S >=20kW TOU-PA-3-S >=20kW	Summer Winter	Generation - 2022 Vintage Generation - 2022 Vintage	Super Off-Peak On-Peak	\$0.06791 \$0.10783	+ \$0.0075 + \$0.0075
TOU-PA-3-S >=20kW	Winter	Generation - 2022 Vintage	Off-Peak	•	+ \$0.0075
		0		\$0.05287	
TOU-PA-3-S >=20kW	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03691	+ \$0.0075
TOU-PA-3-P >=20kW	Summer	Demand - 2022 Vintage	On-Peak	\$3.91	
TOU-PA-3-P >=20kW	Summer	Generation - 2022 Vintage	On-Peak	\$0.33512	+ \$0.0075
TOU-PA-3-P >=20kW	Summer	Generation - 2022 Vintage	Off-Peak	\$0.17351	+ \$0.0075
TOU-PA-3-P >=20kW	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.06750	+ \$0.0075
TOU-PA-3-P >=20kW	Winter	Generation - 2022 Vintage	On-Peak	\$0.10724	+ \$0.0075
TOU-PA-3-P >=20kW	Winter	Generation - 2022 Vintage	Off-Peak	\$0.05253	+ \$0.0075
TOU-PA-3-P >=20kW	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.03665	+ \$0.0075
	Cumanaar	Domand 2022 Vintage	On Dook	\$7.97	
PA-T-1-S	Summer	Demand - 2022 Vintage	On-Peak	·	
PA-T-1-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.17546	+ \$0.0075
PA-T-1-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.10299	+ \$0.0075
PA-T-1-S	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.07787	+ \$0.0075
PA-T-1-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.15351	+ \$0.0075
PA-T-1-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.07848	+ \$0.0075
PA-T-1-S	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.05669	+ \$0.0075
PA-T-1-P	Summer	Demand - 2022 Vintage	On-Peak	\$7.93	
PA-T-1-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.17452	+ \$0.0075
PA-T-1-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.10243	+ \$0.0075
PA-T-1-P	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.07755	+ \$0.0075
PA-T-1-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.15273	+ \$0.0075
PA-T-1-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.07809	+ \$0.0075
PA-T-1-P	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.05645	+ \$0.0075
PA-T-1-T	Summer	Demand - 2022 Vintage	On-Peak	\$7.59	
PA-T-1-T	Summer	Generation - 2022 Vintage	On-Peak	\$0.16628	+ \$0.0075
PA-T-1-T	Summer	Generation - 2022 Vintage	Off-Peak	\$0.09733	+ \$0.0075
PA-T-1-T	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.07371	+ \$0.0075
PA-T-1-T	Winter	Generation - 2022 Vintage	On-Peak	\$0.14556	+ \$0.0075
PA-T-1-T	Winter	Generation - 2022 Vintage	Off-Peak	\$0.07417	+ \$0.0075
PA-T-1-T	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.05348	+ \$0.0075
LS	All	Generation - 2022 Vintage	Total	\$0.08313	+ \$0.0075
OL-2	All	Generation - 2022 Vintage	Total	\$0.08313	+ \$0.0075
LS-2-AD	Summer	Generation - 2022 Vintage	On-Peak	\$0.29506	+ \$0.0075
LS-2-AD	Summer	Generation - 2022 Vintage	Off-Peak	\$0.17149	+ \$0.0075
LS-2-AD	Summer	Generation - 2022 Vintage	Super Off-Peak	\$0.06140	+ \$0.0075
LS-2-AD	Winter	Generation - 2022 Vintage	On-Peak	\$0.12363	+ \$0.0075
LS-2-AD	Winter	Generation - 2022 Vintage	Off-Peak	\$0.06060	+ \$0.0075
LS-2-AD	Winter	Generation - 2022 Vintage	Super Off-Peak	\$0.04222	+ \$0.0075
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G-TOU-M	Summer	Generation - 2022 Vintage	On-Peak	\$0.17417	+ \$0.0075
G-TOU-M	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.17266	+ \$0.0075
G-TOU-M	Summer	Generation - 2022 Vintage	Off-Peak	\$0.17246	+ \$0.0075
G-TOU-M	Winter	Generation - 2022 Vintage	On-Peak	\$0.15114	+ \$0.0075
G-TOU-M	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.05639	+ \$0.0075
G-TOU-M	Winter	Generation - 2022 Vintage	Off-Peak	\$0.05624	+ \$0.0075
G-OL-TOU	Summer	Generation - 2022 Vintage	On-Peak	\$0.16475	+ \$0.0075
G-OL-TOU	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.13822	+ \$0.0075
G-OL-TOU	Summer	Generation - 2022 Vintage	Off-Peak	\$0.11760	+ \$0.0075
G-OL-TOU	Winter	Generation - 2022 Vintage	On-Peak	\$0.26965	+ \$0.0075
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G-OL-TOU	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.10648	+ \$0.0075
G-OL-TOU	Winter	Generation - 2022 Vintage	Off-Peak	\$0.10646	+ \$0.0075
G-TOU-A-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.32943	+ \$0.0075
G-TOU-A-S	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.17538	+ \$0.0075
G-TOU-A-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.06477	+ \$0.0075
G-TOU-A-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.14794	+ \$0.0075
G-TOU-A-S	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.05490	+ \$0.0075
G-TOU-A-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.05475	+ \$0.0075
G-TOU-A-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.32756	+ \$0.0075
G-TOU-A-P	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.17430	+ \$0.0075
G-TOU-A-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.06429	+ \$0.0075
G-TOU-A-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.14710	+ \$0.0075
G-TOU-A-P	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.05454	+ \$0.0075
G-TOU-A-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.05439	+ \$0.0075
G-AL-TOU-S	Summer	Demand - 2022 Vintage	On-Peak	\$2.89	
G-AL-TOU-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.10693	+ \$0.0075
G-AL-TOU-S	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.10552	+ \$0.0075
G-AL-TOU-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.09071	+ \$0.0075
G-AL-TOU-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.30255	+ \$0.0075
G-AL-TOU-S	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.12199	+ \$0.0075
G-AL-TOU-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.12181	+ \$0.0075
G-AL-TOU-P	Summer	Demand - 2022 Vintage	On-Peak	\$2.88	
G-AL-TOU-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.10618	+ \$0.0075
G-AL-TOU-P	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.10476	+ \$0.0075
G-AL-TOU-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.09003	+ \$0.0075
G-AL-TOU-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.30091	+ \$0.0075
G-AL-TOU-P	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.12129	+ \$0.0075
G-AL-TOU-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.12111	+ \$0.0075
G-AL-TOU-T	Summer	Demand - 2022 Vintage	On-Peak	\$2.75	
G-AL-TOU-T	Summer	Generation - 2022 Vintage	On-Peak	\$0.09979	+ \$0.0075
G-AL-TOU-T	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.09846	+ \$0.0075
G-AL-TOU-T	Summer	Generation - 2022 Vintage	Off-Peak	\$0.08436	+ \$0.0075
G-AL-TOU-T	Winter	Generation - 2022 Vintage	On-Peak	\$0.28638	+ \$0.0075
G-AL-TOU-T	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.11467	+ \$0.0075
G-AL-TOU-T	Winter	Generation - 2022 Vintage	Off-Peak	\$0.11448	+ \$0.0075
G-DG-R-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.16436	+ \$0.0075
G-DG-R-S	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.14081	+ \$0.0075
G-DG-R-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.11833	+ \$0.0075
G-DG-R-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.27005	+ \$0.0075
G-DG-R-S	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.10676	+ \$0.0075
G-DG-R-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.10657	+ \$0.0075
G-DG-R-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.16346	+ \$0.0075
G-DG-R-P	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.13992	+ \$0.0075
G-DG-R-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.11751	+ \$0.0075
G-DG-R-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.26856	+ \$0.0075
G-DG-R-P	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.10612	+ \$0.0075
G-DG-R-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.10593	+ \$0.0075
G-DG-R-T	Summer	Generation - 2022 Vintage	On-Peak	\$0.15588	+ \$0.0075
G-DG-R-T	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.13242	+ \$0.0075
G-DG-R-T	Summer	Generation - 2022 Vintage	Off-Peak	\$0.11064	+ \$0.0075
G-DG-R-T	Winter	Generation - 2022 Vintage	On-Peak	\$0.25543	+ \$0.0075
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G-DG-R-T	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.10013	+ \$0.0075
G-DG-R-T	Winter	Generation - 2022 Vintage	Off-Peak	\$0.09995	+ \$0.0075
G-A6-TOU-P	Summer	Demand - 2022 Vintage	Total	\$2.88	
G-A6-TOU-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.10618	+ \$0.0075
G-A6-TOU-P	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.10476	+ \$0.0075
G-A6-TOU-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.09003	+ \$0.0075
G-A6-TOU-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.30091	+ \$0.0075
G-A6-TOU-P	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.12129	+ \$0.0075
G-A6-TOU-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.12111	+ \$0.0075
		0			
G-A6-TOU-T	Summer	Demand - 2022 Vintage	Total	\$2.75	
G-A6-TOU-T	Summer	Generation - 2022 Vintage	On-Peak	\$0.09979	+ \$0.0075
G-A6-TOU-T	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.09846	+ \$0.0075
G-A6-TOU-T	Summer	Generation - 2022 Vintage	Off-Peak	\$0.08436	+ \$0.0075
G-A6-TOU-T	Winter	Generation - 2022 Vintage	On-Peak	\$0.28638	+ \$0.0075
G-A6-TOU-T	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.11467	+ \$0.0075
G-A6-TOU-T	Winter	0	Off-Peak	\$0.11407	+ \$0.0075
G-A0-100-1	winter	Generation - 2022 Vintage	UII-Peak	ŞU.11440	+ 30.0075
	<b>c</b>	D		¢4.40	
G-PA-T-1-S	Summer	Demand - 2022 Vintage	On-Peak	\$1.46	. 60.0075
G-PA-T-1-S	Summer	Generation - 2022 Vintage	On-Peak	\$0.09671	+ \$0.0075
G-PA-T-1-S	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.09574	+ \$0.0075
G-PA-T-1-S	Summer	Generation - 2022 Vintage	Off-Peak	\$0.07925	+ \$0.0075
G-PA-T-1-S	Winter	Generation - 2022 Vintage	On-Peak	\$0.22483	+ \$0.0075
G-PA-T-1-S	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.09621	+ \$0.0075
G-PA-T-1-S	Winter	Generation - 2022 Vintage	Off-Peak	\$0.09617	+ \$0.0075
G-PA-T-1-P	Summer	Demand - 2022 Vintage	On-Peak	\$1.45	
G-PA-T-1-P	Summer	Generation - 2022 Vintage	On-Peak	\$0.09080	+ \$0.0075
G-PA-T-1-P	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.08984	+ \$0.0075
G-PA-T-1-P	Summer	Generation - 2022 Vintage	Off-Peak	\$0.07344	+ \$0.0075
G-PA-T-1-P	Winter	Generation - 2022 Vintage	On-Peak	\$0.22366	+ \$0.0075
G-PA-T-1-P	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.09572	+ \$0.0075
G-PA-T-1-P	Winter	Generation - 2022 Vintage	Off-Peak	\$0.09567	+ \$0.0075
G-PA-T-1-T	Summer	Demand - 2022 Vintage	On-Peak	\$1.38	
G-PA-T-1-T	Summer	Generation - 2022 Vintage	On-Peak	\$0.09108	+ \$0.0075
G-PA-T-1-T	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.09019	+ \$0.0075
G-PA-T-1-T	Summer	Generation - 2022 Vintage	Off-Peak	\$0.07447	+ \$0.0075
G-PA-T-1-T	Winter	Generation - 2022 Vintage	On-Peak	\$0.22228	+ \$0.0075
G-PA-T-1-T	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.09511	+ \$0.0075
G-PA-T-1-T	Winter	Generation - 2022 Vintage	Off-Peak	\$0.09507	+ \$0.0075
GIATIT	Winter	Generation 2022 Vintage	On reak	<i><b>Q</b></i> <b>0.0550</b> <i>7</i>	1 90.0075
	Summor	Concration 2022 Vintage	On Book	¢0.20120	± \$0.0075
G-TOU-PA-S < 20kW	Summer	Generation - 2022 Vintage	On-Peak	\$0.38439	+ \$0.0075
G-TOU-PA-S < 20kW	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.16273	+ \$0.0075
G-TOU-PA-S < 20kW	Summer	Generation - 2022 Vintage	Off-Peak	\$0.08629	+ \$0.0075
G-TOU-PA-S < 20kW	Winter	Generation - 2022 Vintage	On-Peak	\$0.13303	+ \$0.0075
G-TOU-PA-S < 20kW	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.05318	+ \$0.0075
G-TOU-PA-S < 20kW	Winter	Generation - 2022 Vintage	Off-Peak	\$0.05314	+ \$0.0075
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G-TOU-PA-P < 20kW	Summer	Generation - 2022 Vintage	On-Peak	\$0.38229	+ \$0.0075
G-TOU-PA-P < 20kW	Summer	Generation - 2022 Vintage	Semi-Peak	\$0.16179	+ \$0.0075
G-TOU-PA-P < 20kW	Summer	Generation - 2022 Vintage	Off-Peak	\$0.08575	+ \$0.0075
G-TOU-PA-P < 20kW	Winter	Generation - 2022 Vintage	On-Peak	\$0.13225	+ \$0.0075
G-TOU-PA-P < 20kW	Winter	Generation - 2022 Vintage	Semi-Peak	\$0.05281	+ \$0.0075
G-TOU-PA-P < 20kW	Winter	Generation - 2022 Vintage	Off-Peak	\$0.05277	+ \$0.0075
G-TOU-PA-S >= 20kW	Summer	Demand - 2022 Vintage	On-Peak	\$1.83	
G-TOU-PA-S >= 20kW	Summer	Generation - 2022 Vintage	On-Peak	\$0.10669	+ \$0.0075
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G-TOU-PA-S >= 20kWSummerGeneration - 2022 VintageSemi-Peak $\$0.10212$ $+\$0.0075$ G-TOU-PA-S >= 20kWSummerGeneration - 2022 VintageOff-Peak $\$0.08379$ $+\$0.0075$ G-TOU-PA-S >= 20kWWinterGeneration - 2022 VintageOn-Peak $\$0.10545$ $+\$0.0075$ G-TOU-PA-S >= 20kWWinterGeneration - 2022 VintageSemi-Peak $\$0.10545$ $+\$0.0075$ G-TOU-PA-S >= 20kWWinterGeneration - 2022 VintageOff-Peak $\$0.10545$ $+\$0.0075$ G-TOU-PA-S >= 20kWSummerDemand - 2022 VintageOn-Peak $\$0.10542$ $+\$0.0075$ G-TOU-PA-P >= 20kWSummerGeneration - 2022 VintageOn-Peak $\$0.10614$ $+\$0.0075$ G-TOU-PA-P >= 20kWSummerGeneration - 2022 VintageOn-Peak $\$0.1057$ $+\$0.0075$ G-TOU-PA-P >= 20kWSummerGeneration - 2022 VintageOn-Peak $\$0.10614$ $+\$0.0075$ G-TOU-PA-P >= 20kWSummerGeneration - 2022 VintageOn-Peak $\$0.1057$ $+\$0.0075$ G-TOU-PA-P >= 20kWSummerGeneration - 2022 VintageOff-Peak $\$0.08343$ $+\$0.0075$ G-TOU-PA-P >= 20kWSummerGeneration - 2022 VintageOn-Peak $\$0.24330$ $+\$0.0075$ G-TOU-PA-P >= 20kWWinterGeneration - 2022 VintageOn-Peak $\$0.10487$ $+\$0.0075$ G-TOU-PA-P >= 20kWWinterGeneration - 2022 VintageOff-Peak $\$0.10487$ $+\$0.0075$ G-TOU-PA-P >= 20kWWinterGeneration - 2022 VintageOn-Pe
$ \begin{array}{c c} G-TOU-PA-S >= 20kW & Winter & Generation - 2022 Vintage & On-Peak & $0.24456 & + $0.0075 \\ \hline G-TOU-PA-S >= 20kW & Winter & Generation - 2022 Vintage & Semi-Peak & $0.10545 & + $0.0075 \\ \hline G-TOU-PA-S >= 20kW & Winter & Generation - 2022 Vintage & Off-Peak & $0.10542 & + $0.0075 \\ \hline G-TOU-PA-S >= 20kW & Summer & Demand - 2022 Vintage & On-Peak & $0.10542 & + $0.0075 \\ \hline G-TOU-PA-P >= 20kW & Summer & Generation - 2022 Vintage & On-Peak & $0.10614 & + $0.0075 \\ \hline G-TOU-PA-P >= 20kW & Summer & Generation - 2022 Vintage & On-Peak & $0.10614 & + $0.0075 \\ \hline G-TOU-PA-P >= 20kW & Summer & Generation - 2022 Vintage & Semi-Peak & $0.10157 & + $0.0075 \\ \hline G-TOU-PA-P >= 20kW & Summer & Generation - 2022 Vintage & Off-Peak & $0.08343 & + $0.0075 \\ \hline G-TOU-PA-P >= 20kW & Winter & Generation - 2022 Vintage & On-Peak & $0.24330 & + $0.0075 \\ \hline G-TOU-PA-P >= 20kW & Winter & Generation - 2022 Vintage & On-Peak & $0.10491 & + $0.0075 \\ \hline G-TOU-PA-P >= 20kW & Winter & Generation - 2022 Vintage & Off-Peak & $0.10491 & + $0.0075 \\ \hline G-TOU-PA-P >= 20kW & Winter & Generation - 2022 Vintage & Off-Peak & $0.10487 & + $0.0075 \\ \hline G-TOU-PA-P >= 20kW & Winter & Generation - 2022 Vintage & Off-Peak & $0.10487 & + $0.0075 \\ \hline G-TOU-PA-P >= 20kW & Winter & Generation - 2022 Vintage & Off-Peak & $0.10487 & + $0.0075 \\ \hline G-TOU-PA-P >= 20kW & Winter & Generation - 2022 Vintage & Off-Peak & $0.10487 & + $0.0075 \\ \hline G-TOU-PA-P >= 20kW & Winter & Generation - 2022 Vintage & Off-Peak & $0.10487 & + $0.0075 \\ \hline G-TOU-PA-P >= 20kW & Winter & Generation - 2022 Vintage & Off-Peak & $0.10487 & + $0.0075 \\ \hline G-TOU-PA-P >= 20kW & Winter & Generation - 2022 Vintage & Off-Peak & $0.10487 & + $0.0075 \\ \hline G-TOU-PA-P >= 20kW & Winter & Generation - 2022 Vintage & Off-Peak & $0.10487 & + $0.0075 \\ \hline G-TOU-PA-P >= 20kW & Winter & Generation - 2022 Vintage & On-Peak & $0.10487 & + $0.0075 \\ \hline G-TOU-PA-P >= 20kW & Winter & Generation - 2022 Vintage & On-Peak & $0.10487 & + $0.0075 \\ \hline G-TOU-PA-P >= 0 & Summer & Summer & Generation - 2022 Vintage & On-Peak $
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\*Power100 cost = (Usage\*PowerOn Rate) + (Usage\*Power100 Adder)

Generation is assessed at \$/kWh Demand is assessed at \$/kW



## SAN DIEGO COMMUNITY POWER Staff Report – Item 15

To: San Diego Community Power Board of Directors

- From: Colin Santulli, Director of Programs Sheena Tran, Senior Program Manager Alyson Scurlock, Senior Program Associate
- Subject: Approval of Acceptance, Appropriation, and Expenditure of Grant Funds from the California Department of Food and Agriculture ("CDFA") for the Healthy Refrigeration Grant Program

Date: January 18, 2024

## RECOMMENDATION

Authorize the Chief Executive Officer ("CEO") to: (1) accept, appropriate, and expend CDFA grant funds for the Healthy Refrigeration Grant Program in an amount not to exceed \$710,000; (2) execute a grant agreement with CDFA with respect to such grant funds and to negotiate and execute any amendments, extensions, or renewals of such grant agreement; and (3) take all necessary action to administer, monitor, manage, and ensure compliance with the grant agreement and to negotiate and execute contracts with third parties to implement the grant agreement or use of grant funds.

#### BACKGROUND

One of the recommended program types for implementation in the short-term in SDCP's Community Power Plan is Pilot Programs, which are specified as small-scale, shortduration projects that can provide SDCP and stakeholders with data helpful for broader program delivery. At the May 25, 2023 Board of Directors ("Board") <u>meeting</u>, Staff presented an update on initial pilot program concepts under exploration, including an ENERGY STAR Refrigerator/Freezer Upgrade pilot program that could serve small commercial customers.

In July 2023, SDCP staff applied for grant funds under the CDFA Healthy Refrigeration Grant Program. The program funds energy efficient refrigeration units in corner stores, small businesses, and food donation programs in low-income or low-access areas in the state to stock California-grown fresh produce, nuts, dairy, meat, eggs, and minimally processed and culturally appropriate foods. The purpose of the program is to improve access to healthy foods in underserved communities, while promoting California-grown agriculture.

On December 22, 2023, SDCP received an award letter from CDFA notifying SDCP that it was awarded partial funding in the amount of \$710,000 to support SDCP in providing technical assistance and refrigeration units to stock healthy foods at stores throughout SDCP's service territory. Full program details will be determined upon receipt of the grant agreement and associated scope from CDFA. Pursuant to the terms of the grant program, CDFA cannot reimburse SDCP for purchases made before a grant agreement between the parties is executed.

Staff expect to negotiate and execute a grant agreement with CDFA in Q1 2024 and to launch the pilot program in Q2/Q3 2024. Following execution of the agreement, Staff will develop program materials, start outreach, and issue solicitations as necessary to contract subconsultants to administer the technical assistance offerings.

The Board must authorize the acceptance, appropriation, and expenditure of the grant funds, or delegate this authority to an appropriate designee.

## DISCUSSION

Pursuant to Section 3.2.9 of the Joint Powers Agreement ("JPA"), SDCP has the power, at the discretion of the Board, to apply for, accept, and receive all licenses, permits, grants, loans, or other aid from any federal, state, or local public agency. Pursuant to Section 4.6.16, the Board is responsible for exercising the Specific Powers identified in Section 3.2, except those which the Board may elect to delegate to the CEO. The CEO is not authorized under the JPA or the Board's Budget Policy to accept, appropriate, and expend grant funds without Board approval.

The Board is authorized to do the following, and may delegate such authority to the CEO:

- Accept, appropriate, and expend the grant funds;
- Execute the grant agreement, and negotiate and execute any amendments, extensions, or renewals of the grant agreement;
- Take all necessary actions to administer, monitor, manage, and ensure compliance with the grant agreement; and
- Negotiate and execute contracts with third parties to implement the grant agreement or use of the grant funds.

#### **COMMITTEE REVIEW**

Due to the timing of the announcement, Staff were unable to bring an update to the January 11, 2024 Community Advisory Committee ("CAC") meeting. Staff plan on providing this update at the February 8, 2024 CAC meeting.

## **FISCAL IMPACT**

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The CDFA grant funding is expected to cover staff labor and program expenditures to implement the pilot program. All Program-related expenditures will comply with the SDCP Board-approved Procurement Policy.

# ATTACHMENTS

Resolution

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### **RESOLUTION NUMBER 2024-\_\_\_**

### A RESOLUTION OF THE BOARD OF DIRECTORS OF SAN DIEGO COMMUNITY POWER AUTHORIZING THE ACCEPTANCE, APPROPRIATION, AND EXPENDITURE OF GRANT FUNDING FROM THE STATE OF CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE AND RELATED ACTIONS

A. San Diego Community Power ("SDCP") is a joint powers agency formed pursuant to the Joint Exercise of Powers Act, Cal. Gov. Code § 6500 *et seq.*, California Public Utilities Code § 366.2, and a Joint Powers Agreement first effective on October 1, 2019 ("JPA Agreement"), as amended from time to time.

B. The State of California Department of Food and Agriculture ("CDFA") established the Healthy Refrigeration Grant Program ("HRGP") to fund energy efficient refrigeration units in corner stores, small businesses, and food donation programs in low-income or low-access areas in the state to stock California-grown fresh produce, nuts, dairy, meat, eggs, and minimally processed and culturally appropriate foods.

C. In July 2023, SDCP applied for HRGP Grant Funds to implement a pilot program.

D. In December 2023, SDCP received an award letter from CDFA in an amount of \$710,000 of HRGP funds ("HRGP Grant Funds") to support SDCP in providing technical assistance and refrigeration units to stock healthy foods at stores throughout SDCP's service territory.

E. Pursuant to section 3.2.9 of its Joint Powers Agreement, SDCP may, at the discretion of the Board, apply for, accept, and receive licenses, permits, grants, loans, or other aid from any federal, state, or local public agency.

F. Pursuant to Section 4.6.16 of its Joint Powers Agreement, the Board has the responsibility to exercise the Specific Powers identified in Sections 3.2 except those which the Board may elect to delegate to the Chief Executive Officer.

G. The Board, or its designee, is authorized to accept, appropriate, and expend the HRGP Grant Funds.

H. The Board, or its designee, is authorized to execute a grant agreement with CDFA with respect to the HRGP Grant Funds.

I. The Board, or its designee, is authorized to take all necessary actions to administer, monitor, manage and ensure compliance and to negotiate and execute contracts with third parties to implement the grant agreement or use the funds.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of SDCP as follows:

- 1. The Board of Directors has determined that the recitals herein are true and correct.
- 2. The Board of Directors hereby authorizes the Chief Executive Officer to accept, appropriate, and expend the HRGP Grant Funds in an amount not to exceed \$710,000.
- 3. The Board of Directors hereby authorizes the Chief Executive Officer to execute the Grant Agreement with CDFA with respect to the HRGP Grant Funds and to negotiate and execute any amendments, extensions, or renewals of the Grant Agreement.
- 4. The Board of Directors hereby authorizes the Chief Executive Officer to take all necessary actions to administer, monitor, manage, and ensure compliance with the Grant Agreement, and to negotiate and execute contracts with third parties to implement the Grant Agreement or use of grant funds.
- 5. This resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** at a meeting of the Board of Directors of San Diego Community Power held on January 18, 2024.

Chair, Board of Directors San Diego Community Power

ATTEST:

Secretary, Board of Directors San Diego Community Power



### SAN DIEGO COMMUNITY POWER Staff Report – Item 16

To: San Diego Community Power Board of Directors

From: Tim Treadwell, Senior Program Manager Colin Santulli, Director of Programs

Subject: Flex Load Strategy Update

Date: January 18, 2024

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#### RECOMMENDATION

Receive and file the update on SDCP's Flex Load Strategy.

### BACKGROUND

Load flexibility is a critical element of California's clean energy goals, as it supports decarbonization and grid reliability, while lowering costs and allowing for increased integration and use of renewable energy. Specifically, load flexibility can:

- Help align customer demand with the supply of clean energy, helping integrate new renewables onto the grid.
- Allow for the integration of new loads, while minimizing the requirement for additional generation and grid infrastructure.
- Support electric reliability during extreme climate-induced events, such as extreme heat events and wildfire-induced transmission outages.

The CPUC and CEC are actively working to realign the market around load flexibility and automated load shifting. These efforts include regulatory activities focused on dynamic rates and advanced demand flexibility, as well as EPIC-funded research, Title 24 building code changes, appliance standards, and an updated load management standard for CCA's and other load serving entities (LSEs). In addition to its broader clean energy and grid resiliency value, load flexibility can also reduce the operating costs of CCAs by reducing the need to procure expensive on peak generation and by lowering the year ahead resource adequacy (RA) obligation.

Given this state's focus on load flexibility and the operational benefits it can provide to SDCP, Staff has developed a flexible load strategy to be implemented across a range of programs. The strategy outlines target end use technologies, key points of integration

with existing/planned programs, a proposed software architecture to drive device dispatch and control, as well as a framework to guide dispatch and device operations.

# ANALYSIS AND DISCUSSION Purpose and Goals

The goal of the flex load strategy is to design and deliver a portfolio of programs that maximizes the size and value of SDCP's flexible resource base. This will enable customer load optimization, delivering direct bill savings to participants, while reducing procurement risks and costs, and enabling lower rates for the broader community. Moreover, this approach will align our efforts with the broader policy goals of the state.

To achieve this goal, Staff developed a strategy that documented opportunities to incorporate load flexibility into program design, including DERMs/Aggregator agreements, qualified product lists (QPLs), and market integrations (e.g., CAISO), while minimizing impacts on participation requirements, costs, and complexity. Staff intends to design and implement a program portfolio that maximizes the flex load value of program participants, including procurement and implementation of required software systems (i.e., Distributed Energy Resource Management System or "DERMS") and integration with Power Services.

### What is Load Flexibility?

Load Flexibility (a.k.a. "Load Management," "Demand Management," "Demand Flexibility") refers to the ability to adjust the power of an energy-consuming or -producing device or system to meet the operational needs of the grid or end-use customers. Flexible load technologies can shed energy usage during peak load periods (commonly referred to as "demand response" or "DR") or shift energy usage to times when the grid is less congested, prices are lower, or generation is cleaner.

Load flexibility is central to California's clean energy goals, supporting decarbonization and grid reliability, while lowering costs and allowing for increased use of renewables.

- Load flexibility can help align customer demand with the supply of clean energy, helping integrate new renewables onto the grid.
- New loads can be made flexible from the outset, minimizing the requirement for additional generation and grid infrastructure.
- Load flexibility can help maintain electric reliability during extreme climate-induced events, such as extreme heat events and wildfire-induced transmission outages.

Flexible load is operationalized through the integration and control of distributed energy resources (DERs). The California Energy Commission (CEC) defines DERs as:

"a diverse category of devices and technologies that interface with the electricity system at the distribution level, either directly connected to a distribution utility's wires or on an end-use customer's premises. Examples include distributed generation and storage, electric vehicles and charging stations, and gridinteractive buildings, as well as demand response, flex loads, and energy efficiency strategies."

DERs can be found across SDCP's customer base, from residential and small businesses to large commercial, industrial, and institutional segments.

### **Program Portfolio and Integration Strategies**

SDCP's has several pilots and programs under development, including activities focused on energy efficiency, building electrification, managed electric vehicle charging, and energy storage. Each of these projects includes opportunities to incorporate load flexibility (Figure 1).

**Figure 1** – Flexible load integration strategies that will be incorporated into SDCP's program portfolio.

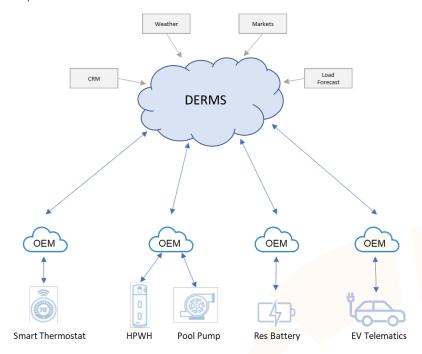
As planning activities move forward, Staff will focus on integrating flex load strategies into program design and delivery (Figure 2). These strategies will ensure that programs deliver the technical and financial assistance needed by customers, contractors, code officials, equipment manufacturers (OEMs), and other market actors to select, install, integrate, and operate flexible load resources.

Qualified Product List	<ul> <li>Devices - restrict options to devices that are grid enabled</li> <li>OEMs - prioritize/limit(?) to those with a diversity of DERMS integrations</li> </ul>
Incentives Payments	Upfront - integrate payment into purchase/installation process     Reoccurring - include monthly and/or performance-based payments
Direct Installation	• Enrollment - customer acceptance of T&C while onsite • Commissioning - verify device registration within DERMS or OEM Cloud
Terms & Conditions	<ul> <li>Dispatch - allow for evolution in operational strategy</li> <li>Design - allow for changes to DERMS architecture</li> </ul>
Technical Assistance	<ul> <li>Contractor Training - train on flex load measure installation and commissioning</li> <li>Code &amp; Standards - code officials on new flex requirements/options</li> </ul>

**Figure 2** – Flexible load integration strategies that will be incorporated into SDCP's program portfolio.

### **Distributed Energy Resource Management Systems (DERMS)**

To support the integration and dispatch of customer DERs, SDCP plans to procure a Distributed Energy Resource Management Systems (DERMS). A DERMS is a software platform that incorporates various data points, such as weather, market/price data, and customer preferences, to optimize the operation of DERs in support of various grid services (Figure 3).



**Figure 3** – Illustrative example of simplified Distributed Energy Resource Management (DERMS) architecture.

The selection and implementation of a DERMS is central to the flexible load strategy. Once operational, this system will allow SDCP to help customers reduce usage during high-cost on-peak periods, while managing portfolio-wide power procurement and resource adequacy costs and risk. The strategy calls for a three-phase rollout of DERMS capabilities, focused on minimizing costs and contracting risks, while at the same time building out infrastructure and operational expertise at a rate that will enable integration of the large-scale resource influx anticipated in 2025, with the launch of the SDREN and building electrification activities.

#### **NEXT STEPS**

Staff expect to begin the procurement process for the associated software architecture in late Q1 2024.

#### **FISCAL IMPACT**

Staff anticipates the first-year cost of a DERMS deployment to be approximately \$500,000. Specific cost will be dependent on the RFP specification, bids received,

contract structure, and program uptake. Staff does not anticipate these costs being incurred until the 2024-25 fiscal year.

# ATTACHMENTS

N/A





### SAN DIEGO COMMUNITY POWER Staff Report – Item 17

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San Diego Community Power Board of Directors
Byron Vosburg, Managing Director, Power Services; and Kenny Key, Director of Power Contracts, Power Services
Karin Burns, Chief Executive Officer
Renewable Power Purchase Agreement with Pelicans Jaw Solar, LLC
January 18, 2024

### RECOMMENDATION

Approve the proposed Renewable Power Purchase Agreement with Pelicans Jaw Solar, LLC and authorize the CEO to execute the agreement.

### BACKGROUND

As San Diego Community Power (SDCP) strives to meet its environmental, financial, and regulatory compliance goals and requirements, long-term power purchase agreements (PPAs) of at least 10 years in duration are integral components of its energy supply portfolio. Long-term PPAs provide renewable generation facility developers with the certain revenue stream against which they can finance up-front capital requirements, so each long-term PPA that SDCP signs with a developing facility will underpin a new, incremental renewable energy project. In addition, long-term PPAs lock in renewable energy supply around which SDCP can build its power supply portfolio while also providing power supply cost certainty around which SDCP can develop its pro forma financial model.

Moreover, the California Renewable Portfolio Standard (RPS), as modified in 2015 by Senate Bill 350, requires that SDCP provide 65% of its RPS-required renewable energy from contracts of at least ten years in length. In D.21-06-025, the California Public Utilities Commission (CPUC) required each Load Serving Entity (LSE) in California to make significant long-term purchase commitments for resource adequacy from new, incremental generation facilities that will achieve commercial operation during 2023 through 2026. Further, as adopted March 23, 2023, SDCP has established a procurement target of 100% renewable by 2035.

The proposed PPA is for capacity and renewable energy benefits from a 226 MW solar and 118 MW (472 MWh) storage project ("Pelicans Jaw") under development by Pelicans

Jaw Solar, LLC, a subsidiary of SB Energy ("SBE"). The PPA originated from request for proposals SDCP issued in early 2023. SDCP engaged with SBE after short-listing the project and has reached terms mutually agreeable to both parties.

### ANALYSIS AND DISCUSSION

Staff negotiated the attached PPA for the purchase of renewable energy and capacity attributes from a 226 MW solar photovoltaic electricity generating facility, along with a 118 MWAC 4-hour (472 MWh) battery energy storage facility in Kern County.

Renewable energy produced by the facility will provide approximately 637,000 MWh annually of long-term renewable energy deliveries for SDCP's power supply. Further, while SDCP is increasing efforts to target and encourage local project development for SDCP's generation portfolio, SDCP expects a certain amount of geographic diversity among its power supply to help mitigate risks that might be experienced locally or regionally from weather, project site and/or wholesale market conditions.

Below is additional information regarding SBE and the proposed PPA.

Background on SBE:

- SBE is a California-based solar and storage developer, owning and operating 1.4 GWac of solar projects in US, including 450 MWac of solar projects operating in California with 3 GWac of solar and 4.5 GWac of storage in its California pipeline, including the Pelicans Jaw project.
- Founded in 2019, SBE is backed by SoftBank Group Corp. and Ares Climate Infrastructure, allowing SBE to finance 100% of the projects it develops, owns, and operates.
- In December 2023, SBE received "Renewables Deal of the Year" award from Project Finance International (PFI) for reaching financial close on 1.3 GWs of solar projects and being among the first to take advantage of the domestic content adder, a provision in the IRA designed to strengthen America's manufacturing base.
- SBE is sourcing solar modules, trackers, and structural steel domestically for several of its projects.

Contract Overview – Pelicans Jaw

- Project: 226 MW solar photovoltaic electricity generating facility, along with a 118 MWAC 4-hour (472 MWh) battery energy storage facility
- Project location: Kern County
- Guaranteed commercial operation date: April 1, 2027
- Contract term: 15 years

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- Expected annual energy production: approximately 637,000 MWhs
- Pricing: Fixed pricing with no escalation

• SDCP would receive financial compensation in the event of seller's failure to successfully achieve certain development milestones as well as seller's failure to meet the guaranteed energy production.

Community Benefits and Workforce Development:

- The project is estimated to create approximately 400 temporary construction jobs and 3 permanent jobs.
- The project has a fully executed Project Labor Agreement with:
  - Operating Engineers Local 12 San Diego, CA
  - Southwest Regional Council of Carpenters Los Angeles, CA
  - Southern California District Council of Laborers and its affiliated Local Union 220 – Bakersfield, CA
  - IBEW Local 428 Bakersfield, CA
  - IBEW Local Union 47 Diamond Bar CA
  - Ironworkers Locals 416 and 433 Norwalk, CA & City of Industry, CA
- The project has committed \$500,000 to a community benefit fund to benefit SDCP customers.

### **COMMITTEE REVIEW**

The ECWG recommended the project for shorting listing at the conclusion of the request for proposals review period. On December 5, 2023, the ECWG approved key PPA terms to move forward with the execution of this PPA.

### **FISCAL IMPACT**

The competitive energy and capacity pricing of the PPA are confidential, but the longterm purchase of renewable energy and capacity will provide SDCP with significant value and cost certainty over the term of this PPA.

# ATTACHMENTS

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Attachment A: Renewable Power Purchase Agreement with Pelicans Jaw Solar, LLC

### RENEWABLE POWER PURCHASE AND ENERGY STORAGE SERVICE AGREEMENT

### **COVER SHEET**

Seller: Pelicans Jaw Solar, LLC ("Seller")

**Buyer**: San Diego Community Power, a California joint powers authority ("**Buyer**")

**Description of Facility**: A 226 MW solar photovoltaic electricity generating facility, along with a 118.5 MW/474 MWh battery energy storage facility, all located in Kern County, in the State of California, as further described in <u>Exhibit A</u>, and subject to reduction in size as described in <u>Exhibit B</u>.

#### Milestones:

Milestone	Date for Completion
Evidence of Site Control	
<b>CEC Pre-Certification Obtained</b>	
Obtain federal and state discretionary permits: [] CEQA, [] Cat Ex, []Neg Dec, [] Mitigated Neg Dec, [] EIR	
Seller's receipt of Phase I and Phase II Interconnection study results for Seller's Interconnection Facilities	
Executed Interconnection Agreement	
Guaranteed Construction Start Date	
Procure Major Equipment	
Expected Commercial Operation Date	
Guaranteed Commercial Operation Date	4/1/27

**Delivery Term**: 15 Contract Years.

RPS ENERGY + STORAGE PPA Seller 01.10.24

### **Expected Energy**:

Contract Year	Expected Energy <u>MWh</u>
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	

Guaranteed Capacity: 226 MW for the Generating Facility

Storage Contract Capacity: 118.5 MW

**Storage Contract Output**: 474 MWh (based on four (4) hour discharge)

**Dedicated Interconnection Capacity**: 226 MW

**Guaranteed Storage Availability**: %

**Guaranteed Efficiency Rate**:

Contract Year	Guaranteed Efficiency	
	Rate	
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

RPS ENERGY + STORAGE PPA Seller 01.10.24

11		
12		
13		
14		
15		

# Minimum Efficiency Rate: %

### **Contract Price**

The Renewable Rate shall be:

Contract Year	Renewable Rate
1-15	

The Storage Rate shall be:

Contract Year	Storage Rate
1-15	

### Product:

- ☑ Generating Facility Energy
- ⊠ Discharging Energy
- Green Attributes (Portfolio Content Category 1)
- $\boxtimes$  Storage Capacity
- ☑ Capacity Attributes (select options below as applicable)
  - Energy Only Status for the Generating Facility
  - Partial Capacity Deliverability Status for the Storage Facility
- $\boxtimes$  Ancillary Services

### Scheduling Coordinator: Buyer or Buyer's designated agent

### Security:

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Development Security: The amount equal to (a) \$70/kW of Guaranteed Capacity, plus (b) \$90/kW of Storage Contract Capacity Performance Security: The amount equal to (a) \$70/kW of Installed Generating Capacity, plus (b) \$90/kW of Installed Storage Capacity

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### RENEWABLE POWER PURCHASE AND ENERGY STORAGE SERVICE AGREEMENT

This Renewable Power Purchase and Energy Storage Service Agreement ("<u>Agreement</u>") is entered into as of January [**1**], 2024 (the "<u>Effective Date</u>"), between Buyer and Seller. Buyer and Seller are sometimes referred to herein individually as a "<u>Party</u>" and jointly as the "<u>Parties</u>." 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, permit, 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 <u>Contract Definitions</u>. The following terms, when used herein with initial capitalization, shall have the meanings set forth below:

"<u>Alternating Current</u>" or "<u>AC</u>" means alternating current.

"<u>Accepted Compliance Costs</u>" has the meaning set forth in Section 3.12(d).

"Adjusted Energy Production" has the meaning set forth in Exhibit G.

"Adjusted Storage Rate" has the meaning set forth in Section 3.7(b).

"<u>Affiliate</u>" 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", "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.

"<u>Agreement</u>" has the meaning set forth in the Preamble and includes the Cover Sheet and any Exhibits, schedules and any written supplements hereto.

"<u>Ancillary Services</u>" means all ancillary services, as defined in the CAISO Tariff, that the Facility is capable of providing consistent with the Operating Restrictions, as set forth in <u>Exhibit Q</u>.

"<u>Annual Storage Availability</u>" has the meaning set forth in <u>Exhibit P</u>.

"<u>Approved Forecast Vendor</u>" means any of (a) the CAISO or (b) any other vendor reasonably acceptable to both Buyer and Seller for the purposes of providing or verifying the forecasts under Section 4.3(d).

"<u>Availability Adjustment</u>" or "<u>AA</u>" has the meaning set forth in <u>Exhibit P</u>.

"Availability Adjustment Payment" has the meaning set forth in Exhibit P.

"<u>Available Generating Capacity</u>" means the capacity of the Generating Facility, expressed in whole MWs, that is mechanically available to generate Energy.

"<u>Bankrupt</u>" 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.

"<u>Bid</u>" has the meaning as set forth in the CAISO Tariff.

"<u>Business Dav</u>" 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. Pacific Prevailing Time (PPT) for the Party sending a Notice, or payment, or performing a specified action.

"Buyer" means San Diego Community Power, a California joint powers authority.

"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 Facility, requiring the Party to deliver less Generating Facility Energy 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;

(b) for the same time period as referenced in (a), the notice referenced in (a) results from the manner in which Buyer or the SC schedules or bids the Generating Facility or Generating Facility Energy, including where Buyer or the SC for the Generating Facility:

(i) did not submit a Self-Schedule or an Energy Supply Bid for the MW subject to the reduction; or

(ii) submitted an Energy Supply Bid and the CAISO notice referenced in (a) is solely a result of CAISO implementing the Energy Supply Bid; or

(iii) submitted a Self-Schedule for less than the full amount of Generating 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 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 Generating Facility Energy that was not generated or stored due to such Planned Outage, Forced Facility Outage, Force Majeure Event or Curtailment Period.

"<u>Buyer Curtailment Order</u>" means (a) the instruction from Buyer to Seller to reduce Generating Facility Energy 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 or Curtailment Order, or (b) a reduction of Generating Facility Energy pursuant to or as a result of dispatch of the Storage Facility.

"<u>Buver Curtailment Period</u>" means the period of time, as measured using current Settlement Intervals, during which Seller reduces Generating Facility Energy pursuant to or as a result of (a) Buyer Bid Curtailment, (b) a Buyer Curtailment Order, or (c) Buyer default; provided, that the duration of any Buyer Curtailment Period shall be inclusive of the time required for the Facility to ramp down and ramp up.

"<u>Buyer Dispatched Test</u>" has the meaning in Section 4.9(b).

"<u>Buyer's WREGIS Account</u>" has the meaning set forth in Section 4.10(a).

"CAISO" means the California Independent System Operator Corporation.

"<u>CAISO Approved Meter</u>" 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 Generating Facility Energy delivered to the Delivery Point or the Storage Facility or all Charging Energy and Discharging Energy delivered to or from the Delivery Point, as applicable.

"<u>CAISO Grid</u>" has the same meaning as "CAISO Controlled Grid" as defined in the CAISO Tariff.

"<u>CAISO Operating Order</u>" means the "operating order" defined in Section 37.2.1.1 of the CAISO Tariff.

"<u>CAISO Tariff</u>" 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.

"<u>California Renewables Portfolio Standard</u>" or "<u>RPS</u>" 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.

"<u>Capacity Attribute</u>" means any current or future defined characteristic, certificate, tag, credit, or accounting construct associated with the amount of power that the Facility can generate, charge, discharge or deliver to the Delivery Point at a particular moment and that can be purchased and sold under CAISO market rules, including Resource Adequacy Benefits.

"<u>Capacity Damages</u>" has the meaning set forth in Section 5 of <u>Exhibit B</u>.

"<u>CEC</u>" means the California Energy Commission, or any successor agency performing similar statutory functions.

"<u>CEC Certification and Verification</u>" 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.

"<u>CEC Precertification</u>" means that the CEC has issued a precertification for the Generating Facility indicating that the planned operations of the Generating Facility would comply with applicable CEC requirements for CEC Certification and Verification.

"<u>CEQA</u>" means the California Environmental Quality Act.

"<u>Change of Control</u>" 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 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.

"<u>Charging Energy</u>" means the Energy delivered to the Storage Facility 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 and Station Use. All Charging Energy that is not consumed in Electrical Losses or used for Station Use shall be used solely to charge the Storage Facility. Subject to the Operating Restrictions, Charging

Energy may be delivered from the CAISO grid in any Settlement Interval during which the Generating Facility is not producing Generating Facility Energy.

"<u>Charging Notice</u>" means the operating instruction, and any subsequent updates, given by Buyer, 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 to a specified Stored Energy Level; *provided*, any such operating instruction shall be in accordance with the Operating Restrictions. For the avoidance of doubt, (i) any instruction to charge the Storage Facility pursuant to a Buyer Dispatched Test shall be considered a Charging Notice, and (ii) any Charging Notice shall not constitute a Buyer Bid Curtailment, Buyer Curtailment Order or Curtailment Order.

"<u>COD Certificate</u>" has the meaning set forth in <u>Exhibit B</u>.

"<u>Commercial Operation</u>" has the meaning set forth in <u>Exhibit B</u>.

"<u>Commercial Operation Date</u>" has the meaning set forth in <u>Exhibit B</u>.

"<u>Commercial Operation Delay Damages</u>" or "<u>COD Delay Damages</u>" means an amount equal to (a) the Development Security amount required hereunder, divided by (b)

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

"<u>Compliance Action</u>" has the meaning set forth in Section 3.12(b).

"<u>Compliance Expenditure Cap</u>" has the meaning set forth in Section 3.12(b).

"<u>Confidential Information</u>" has the meaning set forth in Section 18.1.

"<u>Construction Delay Damages</u>" means an amount equal to (a) the Development Security amount required hereunder, divided by (b)

"Construction Start" has the meaning set forth in Exhibit B.

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

"<u>Contract Capacity</u>" means the sum of the Guaranteed Capacity and the Storage Contract Capacity.

"<u>Contract Price</u>" has the meaning set forth on the Cover Sheet. To be clear, the Contract Price is each of the Renewable Rate and the Storage Rate.

"<u>Contract Term</u>" has the meaning set forth in Section 2.1(a).

"<u>Contract Year</u>" 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.

"<u>Costs</u>" 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.

"<u>Cover Sheet</u>" means the cover sheet to this Agreement, which is incorporated into this Agreement.

"<u>CPM Soft Offer Cap</u>" has the meaning set forth in the CAISO Tariff.

"<u>CPUC</u>" means the California Public Utilities Commission or any successor agency performing similar statutory functions.

"<u>CPUC System RA Penalty Price</u>" means the RA penalties assessed against load serving entities by the CPUC for RA deficiencies that are not replaced or cured, as established by the CPUC in the Resource Adequacy Rulings and subsequently incorporated into the annual Filing Guide for System, Local and Flexible Resource Adequacy (RA) Compliance Filings that is issued by the CPUC Energy Division, or any replacement or successor documentation established by the CPUC Energy Division to reflect RA penalties that are established by the CPUC and assessed against load serving entities for RA deficiencies.

"<u>Credit Rating</u>" 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.

"<u>Cure Plan</u>" has the meaning set forth in Section 11.1(b)(vi).

"<u>Curtailment Cap</u>" is the yearly quantity per Contract Year, in MWh, equal to fifty (50) hours multiplied by the Guaranteed Capacity.

"<u>Curtailment Order</u>" means any of the following:

(a) CAISO orders, directs, alerts, or provides notice to a Party, including a CAISO Operating Order, requiring such Party to curtail deliveries of Generating 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;

(b) a curtailment ordered by the Participating Transmission Owner 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 Participating Transmission Owner's electric system integrity or the integrity of other systems to which the Participating Transmission Owner is connected;

(c) a curtailment ordered by CAISO or the Participating Transmission Owner due to scheduled or unscheduled maintenance on the Participating Transmission Owner's transmission facilities that prevents (i) Buyer from receiving or (ii) Seller from delivering Generating Facility Energy to the Delivery Point; or

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

"<u>Curtailment Period</u>" means the period of time, as measured using current Settlement Intervals, during which generation from the Facility is reduced pursuant to a Curtailment Order; <u>provided</u> that the Curtailment Period shall be inclusive of the time required for the Facility to ramp down and ramp up.

"<u>Cycle</u>" or "<u>Full Cycle Equivalent</u>" means a quantity of Discharging Energy (in MWh) equal to the Storage Contract Output.

"<u>Damage Payment</u>" means the dollar amount that equals the amount of the Development Security.

"<u>Day-Ahead Forecast</u>" 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.

"<u>Dedicated Interconnection Capacity</u>" means an instantaneous amount of Energy that is permitted to be delivered by the Facility to the Delivery Point under Seller's Interconnection Agreement, in the amount of MWs as set forth on the Cover Sheet.

"Deemed Delivered Energy" means the amount of Generating Facility Energy, expressed in MWh, that the Generating Facility would have produced and delivered to the Storage Facility or the Delivery Point, but that is not produced by the Generating Facility during a Buyer Curtailment Period, which amount shall be calculated using the CAISO VER forecast or an industry-standard methodology agreed to by Buyer and Seller that utilizes meteorological conditions on Site as input for the period of time during such Buyer Curtailment Period, less the amount of Generating Facility Energy delivered to the Storage Facility or the Delivery Point 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). For all purposes under this Agreement, including compensation under Exhibit C and the Curtailment Cap, Deemed Delivered Energy shall be reduced in any Settlement Interval by the amount of any Charging Energy that was not able to

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be delivered to the Storage Facility during such Settlement Interval due to the unexcused unavailability of the Storage Facility.

"<u>Defaulting Party</u>" has the meaning set forth in Section 11.1(a).

"<u>Deficient Month</u>" has the meaning set forth in Section 4.10(e).

"<u>Delay Damages</u>" means Construction Delay Damages and COD Delay Damages.

"<u>Delivery Point</u>" has the meaning set forth in <u>Exhibit A</u>.

"<u>Delivery Term</u>" 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.

"<u>Development Security</u>" means (i) cash or (ii) a Letter of Credit in the amount set forth for the Development Security on the Cover Sheet.

"<u>Discharging Energy</u>" means all Energy that is delivered from the Storage Facility to the Delivery Point pursuant to a Discharging Notice during any Settlement Interval or Settlement Period, 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 Station Use and Electrical Losses to the Delivery Point to the extent such Electrical Losses and Station Use are not already reflected in the Storage Facility Meter measurements.

"<u>Discharging Notice</u>" means the operating instruction, and any subsequent updates, given by Buyer, 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 a specified Stored Energy Level; *provided*, any such operating instruction or updates shall be in accordance with the Operating Restrictions. For the avoidance of doubt, any Discharging Notice shall not constitute a Buyer Bid Curtailment, Buyer Curtailment Order or Curtailment Order, except that any Discharging Notice that results in a reduction in Generating Facility Energy will be deemed a Buyer Curtailment Order for all purposes hereunder. Any instruction to discharge the Storage Facility pursuant to a Buyer Dispatched Test shall be considered a Discharging Notice.

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

"<u>Effective Date</u>" has the meaning set forth in the Preamble.

"<u>Efficiency Rate</u>" means the tested round-trip efficiency rate of the Storage Facility, expressed as a percentage, calculated pursuant to a Storage Capacity Test by dividing Energy Out by Energy In.

"<u>Electrical Losses</u>" 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 Generating Facility Energy, (b) between the Storage Facility Metering Point and the Delivery Point associated with delivery of Discharging Energy, (c) between the Generating Facility and the Storage Facility Metering Point associated with delivery of Charging Energy.

"<u>Eligible Renewable Energy Resource</u>" 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.

"<u>Energy</u>" means alternating current electrical energy measured in MWh.

"Energy In" has the meaning set forth in Part II.B of Exhibit O.

"Energy Out" has the meaning set forth in Part II.B of Exhibit O.

"Energy Management System" or "EMS" means the Facility's energy management system.

"Energy Supply Bid" has the meaning set forth in the CAISO Tariff.

"Event of Default" has the meaning set forth in Section 11.1.

"<u>Excess MWh</u>" has the meaning set forth in <u>Exhibit C</u>.

"Expected Energy" means the quantity of Generating Facility Energy that Seller expects to be able to deliver to Buyer during each Contract Year or other time period (assuming no Charging Energy or Discharging Energy during such Contract Year or time period) in the quantity specified on the Cover Sheet, which amount shall be adjusted proportionately to the reduction from Guaranteed Capacity to Installed Generating Capacity pursuant to Section 5(a) of Exhibit B, if applicable, provided, that prior to the Construction Start Date, Seller may update the Expected Energy by providing Notice to Buyer along with a resource evaluation report prepared by an independent engineer, in which case the Expected Energy for the first Contract Year will be automatically revised without further action of the Parties to equal the "P-50" estimate of the Facility's generation for the first Contract Year as set forth in such report (and the Expected Energy for the remaining Contract Years will be automatically adjusted to reflect 0.50% degradation per Contract Year). Such automatic revision is only allowed without further action of the Parties if the revised expected energy is within the cover Sheet as of the Effective Date.

"<u>Facility</u>" means the Generating Facility and the Storage Facility.

"<u>Facility Energy</u>" means the sum of Generating Facility Energy and Discharging Energy during any Settlement Interval or Settlement Period.

"FERC" means the Federal Energy Regulatory Commission.

"<u>Flexible Capacity</u>" has the meaning set forth in the CAISO Tariff.

"Flexible Capacity Category" has the meaning set forth in the CAISO Tariff.

"Force Majeure Event" has the meaning set forth in Section 10.1.

"<u>Forced Facility Outage</u>" 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.

"<u>Forecasting Penalty</u>" means for each hour in which Seller does not provide the forecast required in Section 4.3(c) and Buyer incurs a loss or penalty resulting from its scheduling activities in such hour with respect to Generating Facility Energy, the product of (A) the absolute difference (if any) between (i) the expected Energy for such hour (which, for the avoidance of doubt, assumes no Charging Energy or Discharging Energy in such hour) set forth in the Monthly Delivery Forecast, and (ii) the actual Energy produced by the Generating Facility (absent any Charging Energy and Discharging Energy), <u>multiplied by</u> (B) the absolute value of the Real-Time Price in such hour.

"<u>Forward Certificate Transfers</u>" has the meaning set forth in Section 4.10(a).

"<u>Full Cycle Equivalent</u>" means either (a) a Cycle or (b) the sum of more than one Partial Cycles that equal the Discharging Energy in one Cycle.

"<u>Future Environmental Attributes</u>" shall mean any and all generation attributes other than Green Attributes or Renewable Energy Incentives under the RPS regulations 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) that are attributable, now, or in the future, to the generation of electrical energy by the Facility. Future Environmental Attributes do not include investment tax credits or production 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.

"<u>Gains</u>" 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.

"<u>Generating Facility</u>" means the renewable energy electricity generating facility described on the Cover Sheet and in <u>Exhibit A</u>, located at the Site and including mechanical equipment and associated facilities and equipment required to deliver Generating Facility Energy to (i) to the Delivery Point, and (ii) to the Storage Facility as Charging Energy; provided, that the "Generating Facility" does not include the Storage Facility or the Shared Facilities.

"<u>Generating Facility Energy</u>" means all Energy that is delivered from the Generating Facility to the Storage Facility or directly to the Delivery Point as measured at the Generating Facility Metering Point by the Generating Facility Meter, as such meter readings are adjusted by the CAISO for Station Use and Electrical Losses to the Delivery Point to the extent such Electrical Losses and Station Use are not already reflected in the Generating Facility Meter measurements.

"<u>Generating Facility Meter</u>" means the CAISO Approved Meter, along with a CAISOapproved 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 Generating Facility Energy delivered to the Generating Facility Metering Point for the purpose of invoicing in accordance with Section 8.1. 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.

"<u>Generating Facility Metering Point</u>" means the location or locations of the Generating Facility Meter shown on <u>Exhibit R</u>.

"<u>GEP Damages</u>" has the meaning set forth in Section 4.7.

"<u>Governmental Authority</u>" 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, however*, that "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, 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; (3) the reporting rights to these avoided emissions, such as Green Tag Reporting Rights. Green Tags are accumulated on a MWh basis and one Green Tag represents the Green Attributes associated with one (1) MWh of Facility Energy. Green Attributes do not include (i) any energy, capacity, reliability or other power attributes from the Facility, (ii) production tax credits associated with the construction or operation of the Facility and other

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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, (iii) fuel-related subsidies or "tipping fees" that may be paid to Seller to accept certain fuels, or local subsidies received by the generator for the destruction of particular preexisting pollutants or the promotion of local environmental benefits, or (iv) emission reduction credits encumbered or used by the Facility for compliance with local, state, or federal operating or air quality permits. If the Facility is a biomass or landfill gas facility and Seller receives any tradable Green Attributes based on the greenhouse gas reduction benefits or other emission offsets attributed to its fuel usage, it shall provide Buyer with sufficient Green Attributes to ensure that there are zero net emissions associated with the production of electricity from the Facility.

"<u>Green Tag Reporting Rights</u>" 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.

"<u>Guaranteed Capacity</u>" means the amount of generating capacity of the Generating Facility, as measured in MW at the Delivery Point, set forth on the Cover Sheet.

"<u>Guaranteed Commercial Operation Date</u>" means the date set forth on the Cover Sheet, as such date may be extended pursuant to <u>Exhibit B</u>.

"<u>Guaranteed Construction Start Date</u>" means the date set forth on the Cover Sheet, as such date may be extended pursuant to <u>Exhibit B</u>.

"<u>Guaranteed Efficiency Rate</u>" means, for each Contract Year, the guaranteed Efficiency Rate of the Storage Facility for such Contract Year, as set forth on the Cover Sheet.

"<u>Guaranteed Energy Production</u>" means an amount of Adjusted Energy Production, as measured in MWh, equal to eighty-five percent (85%) of the total Expected Energy for the applicable Performance Measurement Period.

"<u>Guaranteed RA Amount</u>" means, at any point in time on or after the RA Guarantee Date, the maximum Net Qualifying Capacity (in MWs) for which a storage facility with storage capacity equal to the Installed Battery Capacity with four (4) hour discharge at the Delivery Point, having achieved PCDS to the extent required under the Agreement and performing with operational characteristics equal to those required by the Guaranteed Storage Availability, Guaranteed Efficiency Rate, and the Operating Restrictions, may be counted in any given Showing Month pursuant to the then current Law, including counting conventions set forth in the Resource Adequacy Rulings and the CAISO Tariff applicable to Resource Adequacy Resources. Seller will not be required to obtain or allocate TP Deliverability (as defined in the CAISO Tariff) to the Facility in excess of the Storage Contract Capacity.

"<u>Guaranteed Storage Availability</u>" means the minimum guaranteed Annual Storage Availability of the Facility for each Contract Year of the Delivery Term, as set forth on the Cover Sheet.

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"<u>Guarantor</u>" means, with respect to Seller, any Person 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

(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.

"<u>Guaranty</u>" means a guaranty from a Guarantor provided for the benefit of Buyer substantially in the form attached as <u>Exhibit L</u>.

"Imbalance Energy" means the amount of Energy in MWh, in any given Settlement Period or Settlement Interval, by which the amount of Charging Energy, Discharging Energy, or Generating Facility Energy, as applicable, deviates from the amount of Scheduled Energy.

"<u>Indemnifiable Loss(es)</u>" has the meaning set forth in Section 16.1(a).

"<u>Indemnified Party</u>" has the meaning set forth in Section 16.1(a).

"<u>Indemnifying Party</u>" has the meaning set forth in Section 16.1(a).

"<u>Initial Synchronization</u>" means the initial delivery of Facility Energy to the Delivery Point.

"In-Service Date" has the meaning set forth in Section 4.d of Exhibit B.

"<u>Installed Capacity</u>" means the sum of (i) the Installed Generating Capacity and (ii) the Installed Battery Capacity.

"<u>Installed Battery Capacity</u>" means the maximum dependable operating capability of the Storage Facility to discharge Energy at the Storage Facility Meter and adjusted for Electrical Losses to the Delivery Point, that achieves Commercial Operation (up to but not in excess of the Storage Contract Capacity), adjusted for ambient conditions on the date of the performance test, and as evidenced by a certificate substantially in the form attached as <u>Exhibit I</u> hereto.

"<u>Installed Generating Capacity</u>" means the actual generating capacity of the Generating Facility, as measured in MW(ac) at the Delivery Point, that achieves Commercial Operation (up to but not in excess of the Guaranteed Capacity), adjusted for ambient conditions on the date of the performance test, and as evidenced by a certificate substantially in the form attached as <u>Exhibit I</u> hereto.

"<u>Insurable Force Majeure Event</u>" means any Force Majeure Event which (a) results in direct, physical loss to the Facility, and (b) excludes Force Majeure Events that occur beyond the Delivery Point.

"Interconnection Agreement" means the interconnection agreement(s) entered into by Seller or a Seller Affiliate pursuant to which the Facility will be interconnected with the Transmission System, providing for interconnection capacity available or allocable to the Facility at the Interconnection Point that is no less than the Dedicated Interconnection Capacity, and pursuant to which Seller's Interconnection Facilities and any other Interconnection Facilities will be constructed, operated and maintained during the Contract Term.

"<u>Interconnection Facilities</u>" 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.

"<u>Interconnection Point</u>" means the point at which Seller's Interconnection Facilities interconnect with the Transmission System pursuant to the Interconnection Agreement, which point is identified in <u>Exhibit A</u>.

"Interest Rate" has the meaning set forth in Section 8.2.

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

"Interim Deliverability Status Percentage" means, for each Showing Month of the Delivery Term through the Showing Month in which the Partial Capacity Deliverability Status Finding is obtained, the capacity of the Storage Facility that has received Interim Deliverability Status for such Showing Month, divided by the Storage Contract Capacity for such month, expressed as a percentage.

"Inter-SC Trade" or "IST" has the meaning set forth in the CAISO Tariff.

"Investment Grade Credit Rating" means a Credit Rating of BBB- or higher by S&P or Baa3 or higher by Moody's.

"<u>ITC</u>" means the investment tax credit established pursuant to Section 48 or Section 48E 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.).

"<u>Joint Powers Agreement</u>" means that certain Joint Powers Agreement dated October 1, 2019, as amended from time to time, under which Buyer is organized as a Joint Powers Authority in accordance with the Joint Powers Act.

"<u>Law</u>" 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.

"<u>Lender</u>" means, collectively, any Person (i) providing letters of credit, surety bonds, 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,

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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 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 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.

"<u>Licensed Professional Engineer</u>" 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 loadserving 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 the Non-Defaulting 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 reference to information supplied by one or more third parties, which shall exclude Affiliates of the Non-Defaulting Party, including 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" means the amount of Generating Facility Energy expressed in MWh that the Generating Facility would have produced and delivered to the Storage Facility or the Delivery Point, but that is not produced by the Generating Facility during Force Majeure Events, Curtailment Periods, System Emergencies, or Buyer default, which amount shall be calculated using the CAISO VER forecast or an industry-standard methodology agreed to by Buyer and Seller

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that utilizes meteorological conditions on Site as input for the period of time during such Force Majeure Events, Curtailment Periods, System Emergencies, or Buyer default, less the amount of Generating Facility Energy delivered to the Storage Facility or the Delivery Point during such period of time (or other relevant period); *provided* that, if the applicable difference is negative, the Lost Output shall be zero (0). For all purposes under this Agreement, Lost Output shall be reduced in any 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 unexcused unavailability of the Storage Facility.

"Master File" has the meaning set forth in the CAISO Tariff.

"<u>Maximum Charging Capacity</u>" means the maximum power output level, in MW, at which the Storage Facility can be charged, as specified in <u>Exhibit Q</u>.

"<u>Maximum Discharging Capacity</u>" means the maximum power output level, in MW, at which the Storage Facility can be discharged, as specified in <u>Exhibit Q</u>.

"<u>Maximum State of Charge</u>" means the maximum State of Charge to which the Storage Facility may be charged, as set forth in <u>Exhibit Q</u>.

"<u>Maximum Stored Energy Level</u>" means the maximum Stored Energy Level the Storage Facility is capable of achieving, expressed in MWh, as set forth in <u>Exhibit Q</u>.

"<u>Milestones</u>" means the development activities for significant permitting, interconnection, financing and construction milestones set forth on the Cover Sheet.

"<u>Minimum Efficiency Rate</u>" means the percentage specified on the Cover Sheet.

"<u>Minimum State of Charge</u>" means the minimum State of Charge to which the Storage Facility may be discharged, as set forth in <u>Exhibit Q</u>.

"<u>Minimum Stored Energy Level</u>" means the minimum Stored Energy Level the Storage Facility is capable of achieving, expressed in MWh, as set forth in <u>Exhibit Q</u>.

"Monthly Delivery Forecast" has the meaning set forth in Section 4.3(b).

"Moody's" means Moody's Investors Service, Inc.

"<u>MW</u>" means megawatts in alternating current, unless expressly stated in terms of direct current.

"<u>MWh</u>" means megawatt-hour measured in alternating current, unless expressly stated in terms of direct current.

"<u>Negative LMP</u>" means, in any Settlement Period or Settlement Interval, the Real-Time Market LMP at the Facility's PNode is less than Zero dollars (\$0).

"<u>Negative LMP Costs</u>" has the meaning set forth in <u>Exhibit C</u>.

"<u>NERC</u>" means the North American Electric Reliability Corporation or any successor entity performing similar functions.

"<u>Net Qualifying Capacity</u>" has the meaning set forth in the CAISO Tariff.

"<u>Network Upgrades</u>" has the meaning set forth in the CAISO Tariff.

"<u>Non-Defaulting Party</u>" has the meaning set forth in Section 11.2.

"<u>Notice</u>" 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).

"Notice to Proceed" has the meaning set forth in Exhibit B.

"<u>Operating Restrictions</u>" means those rules, requirements, and procedures set forth on <u>Exhibit Q</u>.

"Partial Capacity Deliverability Status" has the meaning set forth in the CAISO Tariff.

"<u>Partial Capacity Deliverability Status Finding</u>" means a written confirmation from the CAISO that the Facility is eligible for Partial Capacity Deliverability Status.

"<u>Partial Capacity Deliverability Status Percentage</u>" means, for each Showing Month of the Delivery Term after Partial Capacity Deliverability Status Finding is obtained, the capacity of the Storage Facility that has received Partial Capacity Deliverability Status for such Showing Month, divided by the Storage Contract Capacity for such month, expressed as a percentage.

"<u>Partial Cycle</u>" means a quantity of Discharging Energy (in MWh) that is less than one hundred percent (100%) of the Storage Contract Output.

"<u>Participating Transmission Owner</u>" or "<u>PTO</u>" means an entity that owns, operates and maintains transmission or distribution lines and associated facilities or has entitlements to use certain transmission or distribution lines and associated facilities where the Facility is interconnected. For purposes of this Agreement, the Participating Transmission Owner is set forth in <u>Exhibit A</u>.

"<u>Party</u>" or "<u>Parties</u>" has the meaning set forth in the Preamble.

"<u>Performance Measurement Period</u>" means each two (2) consecutive Contract Year period during the Delivery Term 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.

"<u>Performance Security</u>" means (i) cash or (ii) a Letter of Credit or (iii) a Guaranty in the amount set forth as the Performance Security on the Cover Sheet.

"<u>Permitted Transferee</u>" 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

or a Credit Rating of at least BBB- from S&P, BBB- from Fitch, or Baa3 from Moody's; and

(b) At least three (3) years of experience in the ownership and operations of power generation facilities similar to the Facility, or has retained a third-party with such experience to operate the Facility.

"<u>Person</u>" 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.

"<u>PNode</u>" has the meaning set forth in the CAISO Tariff.

"<u>Planned Outage</u>" means, subject to and as further described in the CAISO Tariff, a CAISO-approved planned or scheduled disconnection, separation or reduction in capacity of the Facility that is conducted for the purposes of carrying out routine repair or maintenance of such Facility, or for the purposes of new construction work for such Facility.

"<u>Portfolio Content Category 1</u>" or "<u>PCC1</u>" 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.

"<u>Product</u>" has the meaning set forth on the Cover Sheet.

"<u>Progress Report</u>" means a progress report including the items set forth in <u>Exhibit E</u>.

"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 utility industry during the relevant time period with respect to grid-interconnected, utility-scale generating facilities with integrated storage in the Western United States, or (b) any of the practices, methods and acts which, 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 storage in the Western United States. Prudent Operating Practice includes

compliance with applicable Laws, applicable reliability criteria, and the 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.

"<u>PTC</u>" means the production tax credit established pursuant to Section 45 or Section 45Y of the United States Internal Revenue Code of 1986.

"<u>PTC Amount</u>" means the amount, on a dollar per MWh basis, equal to the PTC that Seller would have earned in respect of Generating Facility Energy at the time, grossed up on an after tax basis at the then-highest marginal combined federal and state corporate tax rate, but failed to earn as a result of Buyer Bid Curtailment or Buyer Curtailment Order, which amount will be calculated by reference to the amount of Deemed Delivered Energy in excess of the Curtailment Cap and the portion of the Generating Facility eligible to receive Production Tax Credits at the time of determination.

"<u>Qualifying Capacity</u>" has the meaning set forth in the CAISO Tariff.

"<u>RA Compliance Showing</u>" 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.

"<u>**RA Deficiency Amount**</u>" 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).

"<u>RA Guarantee Date</u>" means the Commercial Operation Date.

"**<u>RA Shortfall</u>**" has the meaning set forth in Section 3.8(b).

"<u>RA Shortfall Month</u>" means, for purposes of calculating an RA Deficiency Amount under Section 3.8(b), any Showing Month, commencing with the Showing Month that contains the RA Guarantee Date, during which there is an RA Shortfall.

"Ramp Rate" means the ability of the Storage Facility to change between power output levels, expressed in  $MW_{AC}/min$ .

"<u>Real-Time Forecast</u>" means any Notice of any change to the Available Generating Capacity, Storage Capacity, or hourly expected Energy delivered by or on behalf of Seller pursuant to Section 4.3(d).

"<u>Real-Time Market</u>" has the meaning set forth in the CAISO Tariff.

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"<u>Real-Time Price</u>" 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.

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

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

"<u>Renewable Energy Credit</u>" 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.

"<u>Renewable Energy Incentives</u>" means: (a) all federal, state, or local Tax credits or other Tax benefits associated with the construction, ownership, or production or storage 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; and (c) any other form of incentive relating in any way to the Facility that is not a Green Attribute or a Future Environmental Attribute.

"<u>Renewable Rate</u>" has the meaning set forth on the Cover Sheet.

"<u>Replacement Green Attributes</u>" 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 or a different year as agreed to by the Parties, as the Renewable Energy Credits that would have been generated by the Generating Facility.

"<u>Replacement Energy</u>" means energy produced by an Eligible Renewable Energy Resource other than the Generating Facility, that is provided by Seller to Buyer as a component of Replacement Product, in an amount equal to the amount of Replacement Green Attributes provided by Seller as a component of such Replacement Product.

"<u>Replacement Product</u>" means (a) Replacement Energy, and (b) Replacement Green Attributes.

"<u>Replacement RA</u>" means Resource Adequacy Benefits, if any, (a) equivalent to those that would have been provided by the Facility with respect to the applicable Showing Month in which a RA Deficiency Amount is expected to be due to Buyer, including, as applicable, Resource Category and Flexible Capacity Category, and any successor criteria applicable to the Facility, and any Local RAR, unless Buyer consents to accept Replacement RA from another facility that provides non-equivalent Resource Adequacy Benefits, and (b) located within the CAISO Balancing Authority Area.

"<u>Resource Adequacy Benefits</u>" means the rights and privileges attached to the Facility that satisfy any entity's Resource Adequacy Requirements, as those obligations are set forth in any ruling issue by a Governmental Authority, including the Resource Adequacy Rulings, or the

CAISO Tariff, and shall include Flexible Capacity, and any local, zonal or otherwise locational attributes associated with the Facility.

"<u>Resource Adequacy Requirements</u>" or "<u>RAR</u>" 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" has the meaning set forth in the CAISO Tariff.

"<u>Resource Adequacy Rulings</u>" 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, 20-06-031, 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 the CPUC or the CAISO, however described, as such decisions, rulings, Laws, rules or regulations may be amended or modified from time-to-time throughout the Contract Term.

"<u>Resource Category</u>" means the categories for established by the CPUC in the Resource Adequacy Rulings and subsequently incorporated into the annual Filing Guide for System, Local and Flexible Resource Adequacy Compliance Filings that is issued by the CPUC Energy Division, or any replacement or successor documentation established by the CPUC Energy Division.

"<u>S&P</u>" means the Standard & Poor's Financial Services, LLC (a subsidiary of The McGraw-Hill Companies, Inc.).

"<u>Schedule</u>" has the meaning set forth in the CAISO Tariff, and "<u>Scheduled</u>" has a corollary meaning.

"<u>Scheduled Energy</u>" means the Charging Energy, Discharging Energy, or Generating Facility Energy, as applicable, that clears under the applicable CAISO market based on the final Day-Ahead Schedule, FMM Schedule (as defined in the CAISO Tariff), 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.

"<u>Scheduling Coordinator</u>" or "<u>SC</u>" 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.

"<u>Security Interest</u>" has the meaning set forth in Section 8.9.

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

"<u>Seller</u>" has the meaning set forth on the Cover Sheet.

"<u>Seller Initiated Test</u>" has the meaning set forth in Section 4.9(b).

"<u>Seller's WREGIS Account</u>" has the meaning set forth in Section 4.10(a).

"<u>Settlement Amount</u>" 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.

"<u>Shared Facilities</u>" 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 Interconnection Point, including the Interconnection Agreement itself, that are used in common with third parties or by Seller for electric generation or storage facilities owned by Seller other than the Facility.

"<u>Showing Month</u>" shall be the calendar month of the Delivery Term, commencing with the Showing Month that contains the RA Guarantee Date, 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.

"<u>Site Control</u>" 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.

"<u>SP-15</u>" means the Existing Zone Generation Trading Hub for Existing Zone region SP15 as set forth in the CAISO Tariff.

"<u>State of Charge</u>" or "<u>SOC</u>" means the ratio of (a) the Stored Energy Level of the Facility to (b) the Storage Capacity multiplied by four (4) hours, expressed as a percentage.

"<u>Station Use</u>" means the Energy that is used within the Facility to power certain lights, motors, temperature control systems, control systems and other ancillary electrical loads that are necessary for operation of the Facility (or as otherwise defined by the retail energy provider and

CAISO Tariff) except during periods in which the Storage Facility is charging or discharging pursuant to a Charging Notice or Discharging Notice.

"<u>Storage Capacity</u>" means (a) the maximum dependable operating capability of the Storage Facility to discharge Energy that can be sustained for four (4) consecutive hours and (b) any other products that may be developed or evolve from time to time during the Contract Term that the Storage Facility is able to provide as the Facility is configured on the Commercial Operation Date and subject to the Operating Restrictions and that relate to the maximum dependable operating capability of the Storage Facility to discharge Energy.

"Storage Capacity Damages" has the meaning set forth in Exhibit B.

"<u>Storage Capacity Test</u>" or "<u>SCT</u>" means any test or retest of the capacity of the Storage Facility and/or Efficiency Rate conducted in accordance with the testing procedures, requirements and protocols set forth in Section 4.9 and <u>Exhibit O</u>.

"<u>Storage Contract Capacity</u>" means the total capacity (in MW) of the Storage Facility initially equal to the amount set forth on the Cover Sheet, as the same may be adjusted from time to time pursuant to Section 5(b) of <u>Exhibit B</u> or Section 4.9 and <u>Exhibit O</u> to reflect the results of the most recently performed Storage Capacity Test.

"<u>Storage Contract Output</u>" means the product of the Storage Contract Capacity multiplied by four (4) hours, represented in MWh, initially equal to the amount set forth on the Cover Sheet, as the same may be adjusted from time to time pursuant to Section 5(b) of <u>Exhibit B</u> or Section 4.9 and <u>Exhibit O</u> to reflect the results of the most recently performed Storage Capacity Test.

"<u>Storage Cure Plan</u>" has the meaning set forth in Section 11.1(b)(vii).

"<u>Storage Facility</u>" means the energy storage facility described on the Cover Sheet and in <u>Exhibit A</u>, located at the Site and including the Energy Management System and 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 of this Agreement.

"<u>Storage Facility Meter</u>" means a CAISO Approved Meter, along with a CAISOapproved 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 Points to the Delivery Point for the purpose of invoicing in accordance with Section 8.1. The Facility will 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. "<u>Storage Facility Metering Point</u>" means the location or locations of the Storage Facility Meter shown on <u>Exhibit R</u>.

"Storage Payment" has the meaning set forth in Exhibit C.

"<u>Storage Product</u>" means (a) Discharging Energy, (b) Capacity Attributes, if any, (c) Storage Capacity, and (d) Ancillary Services (as defined in the CAISO Tariff), if any, in each case arising from or relating to the Storage Facility.

"Storage Rate" has the meaning set forth on the Cover Sheet.

"<u>Stored Energy Level</u>" means, at a particular time, the amount of Energy in the Storage Facility available to be discharged as Discharging Energy, expressed in MWh.

"Summer Delivered Capacity Limit" means, for each day during the Summer Period, , as a minimum for the Delivery Period. If the Participating Transmission Owner provides Seller notice that the applicable to the Summer Period to a value greater than and such increased rating is utilized in the CAISO Full Network Model, then the Summer Delivered Capacity Limit will increase to an amount equal to of such increased rating.

"<u>Summer Excess Generating Facility Energy</u>" means, for each Settlement Interval during the Summer Period, (a) the amount of energy expressed in MWh that the Facility is capable of producing and delivering to either the Storage Facility or the Delivery Point for such Settlement Interval whether or not it is actually generated or delivered, determined in the same manner as Deemed Delivered Energy (but excluding any such energy that could not have been delivered to the Storage Facility during such Settlement Interval due to the unavailability of the Storage Facility for any reason other than events set forth in Section 4.6), minus (b) the product of the Summer Delivered Capacity Limit and the duration of the Settlement Interval, expressed in hours.

"<u>Summer Period</u>" means the months of April through October during the Delivery Term, provided that if the CAISO establishes a revised set of months as the "summer months" for transmission planning purposes, then such revised set of months shall be the Summer Period.

"<u>Summer Reserved Storage Amount</u>" means for each day during the Summer Period, the product of the then-effective Storage Contract Capacity for such day and four (4) hours.

"Supplementary Storage Capacity Test Protocol" has the meaning set forth in Exhibit O.

"Supply Plan" has the meaning set forth in the CAISO Tariff.

"<u>System Emergency</u>" means any condition that requires, as determined and declared by CAISO or the PTO, 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.

"<u>Tax</u>" or "<u>Taxes</u>" 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.

"<u>Tax Credits</u>" means the PTC, ITC and any other state, local or federal production tax credit, depreciation benefit, tax deduction or investment tax credit specific to the production of renewable energy or investments in renewable energy facilities.

"Terminated Transaction" has the meaning set forth in Section 11.2(a).

"Termination Payment" has the meaning set forth in Section 11.3.

"<u>Test Energy</u>" means Generating Facility Energy delivered (a) commencing on April 1, 2027, and (b) ending upon the occurrence of the Commercial Operation Date; provided, that if the Commercial Operation Date occurs on April 1, 2027, then there will be no Test Energy hereunder.

"Test Energy Rate" has the meaning set forth in Section 3.6.

"<u>Throughput</u>" means, at any point in time during any day or Contract Year, as applicable, the total cumulative amount of Discharging Energy from the Storage Facility at such point in time during such day or Contract Year, as applicable (expressed in MWh).

"<u>Transmission Provider</u>" means any entity or entities transmitting or transporting the Facility Energy on behalf of Seller or Buyer to or from the Delivery Point.

"<u>**Transmission System</u>**" means the transmission facilities operated by the CAISO, now or hereafter in existence, which provide energy transmission service downstream from the Delivery Point.</u>

"<u>Ultimate Parent</u>" means SBE US Holdings One, LLC, a Delaware limited liability company.

"Variable Energy Resource" or "VER" has the meaning set forth in the CAISO Tariff.

"<u>WREGIS</u>" means the Western Renewable Energy Generation Information System or any successor renewable energy tracking program.

"<u>WREGIS Certificate Deficit</u>" has the meaning set forth in Section 4.10(e).

"<u>WREGIS Certificates</u>" 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.

"<u>WREGIS Operating Rules</u>" means those operating rules and requirements adopted by WREGIS as of October 2022, as subsequently amended, supplemented or replaced (in whole or in part) from time to time.

1.2 **<u>Rules of Interpretation</u>**. 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 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 means 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;

assigns;

(f) a reference to a Person includes that Person's successors and permitted

(g) the term "including" means "including 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) 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

(1) 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 ("<u>Contract Term</u>"); provided, <u>however</u>, 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 and all indemnity and audit rights shall remain in full force and effect for two (2) years following the termination of this Agreement.

2.2 Conditions Precedent. Seller shall provide Notice to Buyer of the expected Commercial Operation Date at least thirty (30) days in advance of such date. Seller shall provide Notice to Buyer when Seller believes it has provided the required documentation to Buyer and met all the conditions precedent set forth below for achieving Commercial Operation. Following Buyer's receipt of such Notice, Buyer shall have five (5) Business Days to approve or reject Seller's request for confirmation of Commercial Operation, which, if confirmed, shall be deemed to have occurred as of the date of such Notice. If Buyer fails to respond to Seller's Notice within such five (5) Business Day period, Buyer will be deemed to have approved Seller's request for confirmation of Commercial Operation. Upon Buyer's approval (or deemed approval) of Seller's achievement of Commercial Operation, Buyer shall provide Seller with written acknowledgement of the Commercial Operation Date. If Buyer rejects Seller's Notice of Commercial Operation, Buyer will provide a detailed statement of the reasons for such rejection together with its Notice of such rejection. If Seller disagrees with Buyer's rejection of Seller's Notice of Commercial Operation or if the Parties are unable to address the concerns stated in Buyer's Notice of rejection to the mutual satisfaction of both Parties, then Seller may initiate the expedited dispute resolution process set forth in Section 15.3. If Seller initiates the expedited dispute resolution process and it is determined pursuant to such dispute resolution process that Seller met the requirements for Commercial Operation set forth in this Section 2.2, Commercial Operation shall occur as of the date that the requirements for Commercial Operation were initially satisfied, as determined pursuant to such dispute resolution process.

(a) Seller has delivered to Buyer (i) a completion certificate from a Licensed Professional Engineer substantially in the form of <u>Exhibit H</u> and (ii) a certificate from a Licensed Professional Engineer substantially in the form of <u>Exhibit I</u> setting forth 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 PTO 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 operation of the Facility have been obtained (or if not obtained, applied for and reasonably expected to be received within ninety (90) days) 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, and Seller has delivered to Buyer an attestation certificate from an officer of Seller certifying to the satisfaction of this condition;]

(e) Seller has received CEC Precertification of the Generating Facility (and reasonably expects to receive final CEC Certification and Verification for the Generating Facility in no more than one hundred eighty (180) days from the Commercial Operation Date);

(f) 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;

(g) The Facility has successfully completed all testing required by Prudent Operating Practice or any requirement of Law to operate the Facility;

(h) Insurance requirements for the Facility that are required to be in place during the Delivery Term have been met, with evidence provided in writing to Buyer, in accordance with Section 17.1;

(i) Seller has delivered the Performance Security to Buyer in accordance with Section 8.8; and

(j) Seller has paid Buyer for all amounts owing under this Agreement, if any, including Construction Delay Damages and COD Delay Damages.

2.3 <u>Development; Construction; Progress Reports</u>. Within fifteen (15) days after the close of (i) each calendar quarter from the first calendar quarter following the Effective Date

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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 monthly reports and discuss Seller's construction progress. The form of the Progress Report is set forth in <u>Exhibit E</u>. 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 Buyer. For the avoidance of doubt, Seller is solely responsible for the design and construction of the Facility, including the location of the Site, obtaining all permits and approvals to build the Facility, the Facility layout, and the selection and procurement of the equipment comprising the Facility.

2.4 **<u>Remedial Action Plan</u>**. If Seller becomes aware that it will not achieve the Construction Start Date by the Guaranteed Construction Start Date, Seller shall submit to Buyer, within ten (10) Business Days of becoming aware that the Guaranteed Construction Start Date will be missed, a remedial action plan ("<u>Remedial Action Plan</u>"), which will describe in detail any delays (actual or anticipated) beyond the scheduled Guaranteed Construction Start Date, including the cause of the delay, and Seller's detailed description of its proposed course of action to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date; <u>provided</u>, that delivery of any Remedial Action Plan shall not relieve Seller of its obligation to achieve the Guaranteed Commercial Operation Date in accordance with the terms of this Agreement. Subject to the provisions of <u>Exhibit B</u>, 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, including the Guaranteed Construction Start Date.</u>

# 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 will purchase and receive all the Product produced by or associated with the Facility at the Contract Price and in accordance with <u>Exhibit C</u>, and Seller shall supply and deliver to Buyer all the Product produced by or associated with the Facility (net of applicable losses). At its sole discretion, Buyer may during the Delivery Term re-sell 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 will have exclusive rights to offer, bid, or otherwise submit the Product, or any Capacity Attributes thereof, from the Facility after the Delivery Point for resale in the market, and retain and receive any and all related revenues. Subject to Buyer's obligation to purchase Capacity Attributes and Storage Product in accordance with this Section 3.1 and <u>Exhibit C</u>, Buyer has no obligation to purchase from Seller any Product for which the associated Generating 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 a Curtailment Order.

3.2 <u>Sale of Green Attributes</u>. During the Delivery Term, Seller shall sell and deliver to Buyer, and Buyer shall purchase from Seller, all Green Attributes attributable to the Generating Facility Energy.

3.3 **Imbalance Energy**. Buyer and Seller recognize that in any given Settlement Period

the amount of Facility Energy may deviate from the amount of Energy scheduled with the CAISO. To the extent there are such deviations, any costs or revenues from such imbalances shall be allocated to the Party that is acting as Scheduling Coordinator for the Facility.

3.4 <u>Ownership of Renewable Energy Incentives</u>. 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**.

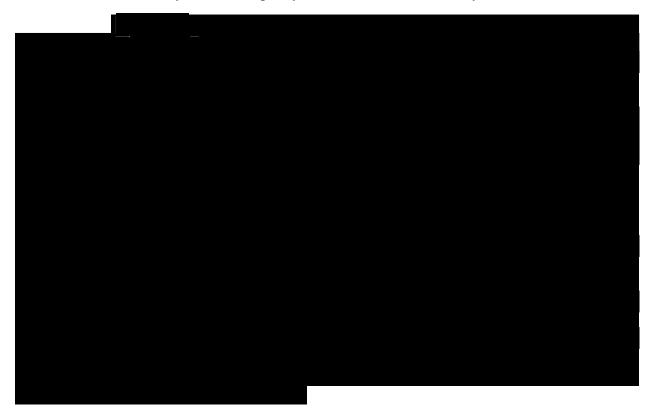
(a) The Parties acknowledge and agree that as of the Effective Date, environmental attributes sold under this Agreement are restricted to Green Attributes; however, Future Environmental Attributes may be created by a Governmental Authority through Laws enacted after the Effective Date. Subject to the final sentence of this Section 3.5(a), and Sections 3.5(b) and 3.12, 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 unless the Parties have agreed on all necessary terms and conditions relating to such alteration and Buyer has agreed to reimburse Seller for all costs, losses, and liabilities associated with such alteration.

(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*, that the Parties acknowledge and agree that such terms are not intended to alter the other material terms of this Agreement.

3.6 <u>Test Energy</u>. Prior to April 1, 2027, Seller will be entitled to sell all or any portion of the Product to one or more third parties and to retain all resulting revenue free and clear of any claim by Buyer. If and to the extent the Facility generates Test Energy on or after April 1, 2027, Seller shall sell and Buyer shall purchase from Seller all Test Energy and any associated Products on an as-available basis. As compensation for such Test Energy and associated Product, Buyer shall pay Seller an amount equal to one hundred percent (100%) of all net CAISO revenues received by Buyer for the Generating Facility Energy (the "<u>Test Energy Rate</u>"). For the avoidance of doubt, the conditions precedent in Section 2.2 are not applicable to the Parties' obligations under this Section 3.6.

3.7 <u>**Capacity Attributes**</u>. Seller shall request Partial Capacity Deliverability Status for at least the Storage Contract 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 Partial Capacity Deliverability Status.

(a) Throughout the Delivery Term, Seller grants, pledges, assigns and otherwise commits to Buyer all the Capacity Attributes from the Facility.



(c) For the duration of the Delivery Term, subject to Section 3.12, Seller shall take all 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.

# 3.8 **<u>Resource Adequacy Failure</u>**.

(a) <u>RA Deficiency Determination</u>. Commencing on the RA Guarantee Date, for each RA Shortfall Month, Seller shall pay to Buyer the RA Deficiency Amount as liquidated damages as set forth in Section 3.8(b) and/or provide Replacement RA as set forth in Section 3.8(c), in each case, as the sole remedy for the Capacity Attributes Seller failed to convey to Buyer.

(b) <u>RA Deficiency Amount Calculation</u>. For each RA Shortfall Month, Seller shall pay to Buyer an amount (the "<u>**RA Deficiency Amount**</u>") equal to the product of (i) the difference, expressed in kW, of (A) the Guaranteed RA Amount for such Showing Month, minus

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(B) the lowest amount of Net Qualifying Capacity included on the Supply Plan as RAR and, if applicable, Local RAR from the Facility by both the CPUC and CAISO for such Showing Month (such difference, the "<u>**RA Shortfall**</u>"), multiplied by (ii) the sum of (A) the CPM Soft Offer Cap and (B) the CPUC System RA Penalty Price for System RAR (without consideration of any multipli



(c) Seller may, as an alternative to paying RA Deficiency Amounts, deliver Replacement RA in the amount of the RA Shortfall, provided that notice of such Replacement RA capacity is communicated by Seller to Buyer with Replacement RA product information in a written notice substantially in the form of <u>Exhibit M</u> at least thirty (30) days before the Compliance Showing deadline for the applicable Showing Month.

3.9 <u>CEC Certification and Verification</u>. Subject to Section 3.12, 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 Generating 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 Date, Seller shall apply with the CEC for final CEC Certification and Verification. Within one hundred eighty (180) days after the Commercial Operation Date, subject to Section 3.12, 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 Generating Facility.

# 3.10 <u>**Reserved**</u>.

# 3.11 California Renewables Portfolio Standard.

(a) <u>Eligibility</u>. 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 electrical energy 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 3.11 means efforts consistent with and subject to Section 3.12. [STC 6].

(b) <u>Transfer of Renewable Energy Credits</u>. Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Period of this Agreement the renewable energy credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. 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. [STC REC-1].

(c) <u>Tracking of RECs in WREGIS</u>. 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 delivery under this Agreement. [STC REC-2].

# 3.12 Compliance Expenditure Cap.

(a) The Parties acknowledge that an essential purpose of this Agreement is to provide renewable generation that meets the requirements of the California Renewables Portfolio Standard and that Governmental Authorities, including the CEC, CPUC, CAISO and WREGIS, may undertake actions to implement changes in Law. Subject to Section 3.12(b), Seller agrees to use commercially reasonable efforts to cooperate with respect to any future changes to this Agreement needed to satisfy requirements of Governmental Authorities associated with changes in Law relating to Green Attributes and/or Capacity Attributes to maximize benefits to Buyer, including: (i) the modification of the description of Green Attributes and/or Capacity Attributes as may be required, including updating the Agreement to reflect any mandatory contractual language required by Governmental Authorities; (ii) submission of any reports, data, or other information required by Governmental Authorities; or (iii) all other actions that may be required to assure that this Agreement or the Generating Facility is eligible as an ERR and for other benefits under the California Renewables Portfolio Standard.

(b) If a change in Laws occurring after the Effective Date has increased Seller's known or reasonably expected costs (A) to cause the Generating Facility, the Energy generated by the Generating Facility, or the associated Green Attributes to be in compliance with the RPS or to obtain, maintain, convey or effectuate Buyer's use of any Green Attributes, or (B) or to obtain, maintain, convey or effectuate Buyer's use of any Capacity Attributes, Resource Adequacy Benefits, or Ancillary Services, or (C) a change in WREGIS Operating Rules or CRS requirements after the Effective Date increases Seller's costs to comply with its obligations under Section 4.10 or Section 4.12, then the Parties agree that the maximum aggregate amount of out-of-pocket costs and expenses (any action required to be taken by Seller to comply with such change in Law, a

"<u>Compliance Action</u>"), 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 \_\_\_\_\_\_\_ of Contract Capacity in aggregate over the Contract Term (the "Compliance Expenditure Cap").

(c) 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.

(d) 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 of the costs that exceed the Compliance Expenditure Cap (such Buyer-agreed upon costs (including lost production, if any), the "<u>Accepted</u> <u>Compliance Costs</u>"), or (2) waive Seller's obligation to take such Compliance Actions, or any part thereof for which Buyer has not agreed to reimburse Seller.

(e) 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.

Any change in the value of any attributes provided by Seller to Buyer resulting from any change in Law shall not affect the Contract Price or Buyer's obligation to pay Seller for any attributes delivered.

3.13 <u>**Project Configuration**</u>. 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 will discuss in good faith potential reconfiguration of the Facility or Interconnection Facilities; *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 (and Seller's Lenders) in their sole discretion as set forth in a written agreement executed by the Parties.

# ARTICLE 4 OBLIGATIONS AND DELIVERIES

# 4.1 **Delivery**.

(a) <u>Energy</u>. Subject to the provisions of this Agreement, commencing on the Commercial Operation Date and continuing through the end of the Contract Term, Seller shall supply and deliver the Product to Buyer at the Delivery Point, and Buyer shall take delivery of the Product at the Delivery Point 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 without limitation, Station Use, Electrical Losses, any costs associated with delivering the Charging Energy from the Generating Facility or the Delivery Point to the Storage Facility (but excluding the cost of Charging Energy

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itself), and any operation and maintenance charges imposed on Seller 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, and supplying any non-Generating Facility Charging Energy to the Delivery Point. The Facility Energy, any other Products, and non-Generating Facility Charging Energy will be scheduled to the CAISO by Buyer (or Buyer's designated Scheduling Coordinator) in accordance with Exhibit D.

(b) <u>Green Attributes</u>. All Green Attributes associated with the Facility 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. Buyer acknowledges that the Green Attributes that could be produced by the Generating Facility may be reduced due to Storage Facility efficiency losses. For the avoidance of doubt, a reduction in WREGIS Certificates due to Storage Facility efficiency losses will not be deemed a WREGIS Certificate Deficit.

Summer Delivered Capacity Limit. The Parties acknowledge and agree that (c) (i) the combination of the Generating Facility and Storage Facility output delivered to the Delivery Point may not exceed the Summer Delivered Capacity Limit during the Summer Period, and (ii) the Storage Facility has been sized to enable Summer Excess Facility Energy in the amount of the Summer Reserved Storage Amount to be stored in the Storage Facility each day during the Summer Period. During the Summer Period, Buyer will retain the right to issue Charging Notices and Discharging Notices as set forth in Section 4.5 (including any limitations specified therein); provided, however, that (x) for any Settlement Interval during the Summer Period, if the Storage Facility does not receive a Charging Notice directing one hundred percent (100%) of the Summer Excess Generating Facility Energy for such Settlement Interval to be delivered to the Storage Facility as Charging Energy, then the portion of such Summer Excess Facility Energy that is not directed to be delivered as Charging Energy will be Deemed Delivered Energy for all purposes hereunder, and (y) for each day during the Summer Period, once the aggregate Summer Excess Facility Energy for such day equals the Summer Reserved Storage Amount, the foregoing clause (x) will cease to apply with respect to any subsequent Summer Excess Facility Energy for the remainder of such day.

# 4.2 <u>Title and Risk of Loss</u>.

(a) <u>Energy</u>. 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) <u>Green Attributes</u>. 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 at its sole expense

and in a format acceptable to Buyer (or Buyer's designee). Seller shall use reasonable efforts to provide forecasts that are accurate and, to the extent not inconsistent with the requirements of this Agreement, shall prepare such forecasts, or cause such forecasts to be prepared, in accordance with Prudent Operating Practices.

(a) <u>Annual Forecast of Energy</u>. 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 Buyer's SC (if applicable) a non-binding forecast of each month's average-day expected Energy, by hour, for the following calendar year in a form substantially similar to the table found in <u>Exhibit F-1</u>, or as reasonably requested by Buyer.

(b) <u>Monthly Forecast of Energy and Available Generating Capacity</u>. 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 Buyer's SC (if applicable) a non-binding forecast of the hourly expected Energy, Available Generating Capacity and Storage Capacity for each day of the following month in a form substantially similar to the table found in <u>Exhibit F-2</u> ("<u>Monthly Delivery Forecast</u>").

(c) <u>Day-Ahead Forecast</u>. 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 (i) Available Generating Capacity, (ii) Storage Capacity and (iii) hourly expected Energy, in each case, for each hour of the immediately succeeding day ("<u>Day-Ahead Forecast</u>"). 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 non-binding best estimate of (i) the Available Generating Capacity, (ii) the Storage Capacity and (iii) the hourly expected Energy. These Day-Ahead Forecasts shall be sent to Buyer's SC. 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 (in order of priority) (1) any Real-Time Forecast provided in accordance with Section 4.3(d), or (2) the Monthly Delivery Forecast or (3) Buyer's best estimate based on information reasonably available to Buyer.

(d) <u>Real-Time Forecasts.</u> During the Delivery Term, Seller shall notify Buyer and Buyer's SC (if applicable) of any changes from the Day-Ahead Forecast via a direct data feed to Buyer's SC (such feed to be provided by Seller at Seller's expense) of one (1) MW or more in (i) Available Generating Capacity, (ii) Storage Capacity or (iii) hourly expected Energy, in each case, whether due to Forced Facility Outage, Force Majeure 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 Available Generating Capacity, Storage Capacity, or hourly expected Energy 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 and Buyer's SC (if applicable) as soon as reasonably possible. Such Real-Time Forecasts of Energy shall be provided by an Approved Forecast Vendor. With respect to any Forced Facility Outage, Seller shall use reasonable efforts in accordance with Prudent

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Operating Practice to notify Buyer and Buyer's SC (if applicable) of such outage as soon as practicable after the commencement of the Forced Facility Outage and shall contain information regarding the beginning date and time of the event resulting in the change in Available Generating Capacity, Storage Capacity, or hourly expected Energy, as applicable, the expected end date and time of such event, and any other information required by the CAISO or reasonably requested by Buyer, in each case, to the extent known at such time. Seller shall inform Buyer and Buyer's SC (if applicable) of any developments that will affect either the duration of such outage or the availability of the Facility during or after the end of such outage. These Real-Time Forecasts shall be communicated in a method reasonably acceptable to Buyer and Seller; provided that Buyer specifies the method no later than ten (10) Business 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) <u>Forced Facility Outages.</u> Notwithstanding anything to the contrary herein, Seller shall promptly notify Buyer's SC 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) <u>Forecasting Penalties</u>. Subject to a Force Majeure Event, in the event Seller does not in a given hour provide the forecast required in Section 4.3(c) and Buyer incurs a loss or penalty resulting from its scheduling activities with respect to Generating Facility Energy during such hour, Seller shall be responsible for a Forecasting Penalty for each such hour. Settlement of Forecasting Penalties shall occur as set forth in Article 8 of this Agreement.

(g) <u>CAISO Tariff Requirements</u>. Subject to the limitations expressly set forth in Section 3.12, to the extent such obligations are applicable to the Facility, Seller will 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 **<u>Dispatch Down/Curtailment</u>**.

(a) <u>General</u>. Seller agrees to reduce the amount of Generating Facility Energy produced by the Generating 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, <u>provided</u> that Seller is not required to reduce such amount to the extent it is inconsistent with the limitations of the Generating Facility.

(b) <u>Buyer Curtailment.</u> Buyer shall have the right to order Seller to curtail deliveries of Generating Facility Energy through Buyer Curtailment Orders, provided that Buyer shall pay Seller for all Deemed Delivered Energy associated with a Buyer Curtailment Period in excess of the Curtailment Cap at the Renewable Rate and, if applicable, the PTC Amount, in accordance with <u>Exhibit C.</u>

(c) <u>Failure to Comply</u>. If Seller fails to comply with a Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order, then, for each MWh of Generating Facility Energy that is delivered by the Facility to the Delivery Point in contradiction to 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 and, (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) Generating Facility Energy will have priority over Discharging Energy from the Storage Facility. Except as set forth in Section 4.1(c) with respect to Summer Excess Generating Facility Energy, if the Storage Facility has less than one hundred percent (100%) State of Charge during any Curtailment Period or during a Buyer Curtailment Period, to the extent permitted under the CAISO Tariff, Generating Facility Energy will be used to charge the Facility until it reaches a one hundred percent (100%) State of Charge.

Seller Equipment Required for Curtailment Instruction Communications. (e) Subject to Section 3.12, Seller shall acquire, install, and maintain such facilities, communications links and other equipment, and implement such protocols and practices, as necessary to respond and follow instructions, including an electronic signal conveying real time and intra-day instructions, to operate the Facility as directed by the Buyer in accordance with this Agreement or a Governmental Authority, including to implement a Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order in accordance with the then-current methodology used to transmit such instructions as it may change from time to time. If at any time during the Delivery Term Seller's facilities, communications links or other equipment, protocols or practices are not in compliance with then-current methodologies, Seller shall, subject to Section 3.12, take the steps necessary to become compliant as soon as reasonably possible. Subject to Section 3.12, 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 thencurrent methodologies. For the avoidance of doubt, 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 Charging Energy Management.

(a) <u>Generally</u>. 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 to the Storage Facility. Except as expressly set forth in this Agreement, including Section 4.5(c) and Section 4.9(b), Buyer shall be responsible for paying all CAISO costs and charges associated with charging of the Storage Facility.

(b) <u>Charging Notices</u>. During the Delivery Term, 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 providing Charging Notices to Seller electronically, provided, that Buyer's right to issue Charging Notices is subject to Facility availability and the requirements and limitations set forth in this Agreement, including the Operating Restrictions and the provisions of Section 4.5(a). Each Charging Notice issued in accordance with this Agreement will be effective unless and until such Charging Notice is modified with an updated Charging Notice (including as automatically updated in accordance with the definition of Charging Notice). Seller shall comply with all valid Charging Notices, subject to Facility availability and the requirements and limitations set forth in this Agreement, including the Operating Restrictions.

(c) <u>No Unauthorized Charging</u>. Seller shall not charge the Storage Facility during the Delivery Term other than pursuant to a valid Charging Notice, or in connection with a Seller Initiated Test (including Facility maintenance or a Storage Capacity Test), or pursuant to a notice from CAISO, the PTO, Transmission Provider, or any other Governmental Authority. If, during the Delivery Term, Seller (i) charges the Storage Facility to a Stored Energy Level greater than the Stored Energy Level provided for in the Charging Notice or (ii) charges the Storage Facility in violation of the first sentence of this Section 4.5(c), then (x) Seller shall be responsible for all Energy costs associated with such charging of the Storage Facility, (y) Buyer shall not be required to pay for the charging of such Energy (i.e., Charging Energy), and (z) Buyer shall be entitled to discharge such Energy and entitled to all of the benefits (including Storage Product) associated with such discharge.

(d) <u>Discharging Notices</u>. During the Delivery Term, 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 providing Discharging Notices to Seller electronically, and subject to Facility availability and the requirements and limitations set forth in this Agreement, including the Operating Restrictions. Seller shall comply with all valid Discharging Notices, subject to Facility availability and 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 modifies such Discharging Notice by providing Seller with an updated Discharging Notice.

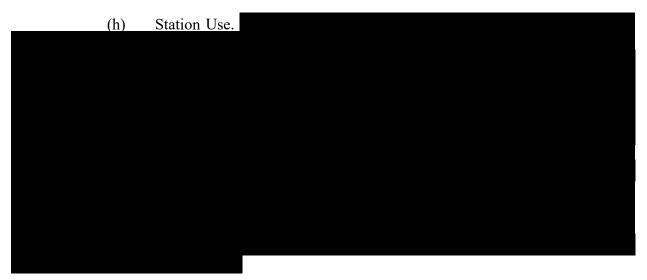
(e) <u>No Unauthorized Discharging</u>. Seller shall not discharge the Storage Facility during the Delivery Term other than pursuant to a valid Discharging Notice, or in connection with a Seller Initiated Test (including Facility maintenance or a Storage Capacity Test), or pursuant to a notice from CAISO, the PTO, Transmission Provider, or any other Governmental Authority. If, during the Delivery Term, Seller (i) discharges the Storage Facility other than as provided for in the Discharging Notice or (ii) discharges the Storage Facility in violation of the first sentence of this Section 4.5(c), then (x) Seller shall be responsible for all Energy costs associated with such discharging of the Storage Facility, (y) Buyer shall not be required to pay for the discharging of such Energy (i.e., Discharging Energy), and (z) Buyer shall be entitled to all of the benefits (including Storage Product) associated with such discharge.

(f) <u>Curtailments</u>. Notwithstanding anything in this Agreement to the contrary, during any Settlement Interval, Curtailment Orders, Buyer Curtailment Orders, and Buyer Bid

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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 a Governmental Authority or the PTO or the Transmission Provider, or compliance with the Operating Restrictions. 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.

(g) <u>Pre-Commercial Operation Date Period, etc.</u> Prior to the Commercial Operation Date, (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, and (iii) all CAISO costs, revenues, penalties and other amounts owing to or paid by CAISO in respect of the Storage Facility shall be for Seller's account. Seller is responsible to procure, at its own cost, any energy required for commissioning purposes and to arrange to discharge such energy into the grid. Upon the Commercial Operation Date, Buyer shall have exclusive rights to issue or cause to be issued Charging Notices or Discharging Notices and all CAISO costs, revenues, penalties and other amounts owing to or paid by CAISO in respect of the Storage facility operations shall be for Buyer's account.



(i) Grid Charging. At all times during each Contract Year, the aggregate Contract Year-to-date Charging Energy provided from a source other than the Generating Facility must be equal to or less than for the total aggregate Contract Year-to-date Charging Energy provided from all sources. If there is a change in Law or related guidance promulgated or issued by a Governmental Authority with respect to the maximum level of non-Generating Facility Energy that can be used as Charging Energy without adversely impacting the Facility's (or any portion thereof) eligibility for property tax exclusions or exemptions, then the Parties will negotiate in good faith to conform this Section 4.5(i) and the Operating Restrictions to such change in Law or related guidance as necessary to ensure that the Facility maintains eligibility for all potentially available property tax exclusions or exemptions.

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4.6 **<u>Reduction in Energy Delivery Obligation</u>**. For the avoidance of doubt, and in no way limiting Section 3.1, Section 4.7, or <u>Exhibit G</u> or <u>Exhibit P</u>:

(a) <u>Facility Maintenance</u>. Subject to providing Buyer one-hundred twenty (120) days prior Notice, Seller shall schedule all Planned Outages 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, and Seller shall reimburse Buyer for any cost Buyer incurs in connection therewith (including the cost of any replacement Capacity Attributes as required by the CAISO). During the five-month period from June 1 to October 31 during the Delivery Term, Seller shall not schedule any non-emergency maintenance that reduces the energy generation capability of the Facility, unless (i) such outage is required to avoid an emergency or damage to the Facility or its Interconnection Facilities, (ii) such maintenance is necessary to maintain equipment warranties or is otherwise required by the equipment manufacturer and cannot be scheduled outside the months of June to October, (iii) such outage is in connection with Force Majeure events, (iv) such outage is required by law, or the requirements of CAISO or the interconnecting utility and/or each other applicable Governmental Authority, or (v) the Parties agree otherwise in writing.

(b) <u>Forced Facility Outage</u>. Seller shall be permitted to reduce deliveries of Product other than Capacity Attributes during any Forced Facility Outage. Seller shall provide Buyer with Notice and expected duration (if known) of any Forced Facility Outage.

(c) <u>System Emergencies and other Interconnection Events</u>. Seller shall be permitted to reduce deliveries of Product other than Capacity Attributes during any period of System Emergency, Buyer Curtailment Period or upon Notice of a Curtailment Order pursuant to the terms of this Agreement, the Interconnection Agreement or applicable tariff.

(d) <u>Force Majeure Event</u>. Seller shall be permitted to reduce deliveries of Product other than Capacity Attributes during any Force Majeure Event, so long as Seller complies with the applicable requirements of Article 10.

(e) <u>Health and Safety</u>. Seller shall be permitted to reduce deliveries of Product other than Capacity Attributes as necessary to maintain health and safety pursuant to Section 6.2.

4.7 <u>**Guaranteed Energy Production</u>**. During each Performance Measurement Period, Seller shall deliver to Buyer an amount of Generating Facility Energy, not including any Excess MWh, equal to no less than the Guaranteed Energy Production. For purposes of determining whether Seller has achieved the Guaranteed Energy Production, Seller shall be deemed to have delivered to Buyer all (a) Deemed Delivered Energy and (b) Lost Output for the Performance Measurement Period. If Seller fails to achieve the Guaranteed Energy Production amount in any Performance Measurement Period, Seller shall pay Buyer damages calculated in accordance with <u>Exhibit G</u> ("<u>GEP Damages</u>"); *provided*, Seller may, as an alternative to paying GEP Damages, provide Replacement Product in accordance with <u>Exhibit G</u>.</u>

# 4.8 **Storage Availability and Efficiency Rate**.

(a) During the Delivery Term, the Storage Facility shall maintain an Annual Storage Availability during each Contract Year of no less than the Guaranteed Storage Availability, which Annual Storage Availability shall be calculated in accordance with <u>Exhibit P</u>. If the Annual Storage Availability for any Contract Year is less than the Guaranteed Storage Availability, then then Seller shall owe Buyer an Availability Adjustment Payment (as determined in accordance with <u>Exhibit P</u>). Seller shall provide Buyer with monthly updates on Seller's Contract Year-to-date Annual Storage Availability.

(b) During the Delivery Term, the Storage Facility shall maintain an Efficiency Rate, calculated pursuant to a Storage Capacity Test, of no less than the Guaranteed Efficiency Rate. If the Efficiency Rate during any month is less than the Guaranteed Efficiency Rate, Seller shall owe liquidated damages pursuant to <u>Exhibit C</u>.

(c) Buyer's sole and exclusive remedies for Seller's failure to achieve the Guaranteed Storage Availability and the Guaranteed Efficiency Rate are: (i) for the Guaranteed Storage Availability, (A) the Availability Adjustment Payment, as set forth in Exhibit P, and (B) the Seller Event of Default as set forth in Section 11.1(b)(vii) and the applicable remedies set forth in Article 11; and (ii) for the Guaranteed Efficiency Rate, (A) the liquidated damages for failure to achieve the Guaranteed Efficiency Rate, as set forth in Exhibit C, and (B) the Seller Event of Default as set forth in Section 11.1(b)(x).

## 4.9 **Storage Capacity Tests**.

(a) Prior to the Commercial Operation Date, Seller shall schedule and complete a Storage Capacity Test in accordance with <u>Exhibit O</u>. Thereafter, Seller and Buyer shall have the right to run retests of the Storage Capacity Test in accordance with <u>Exhibit O</u>.

Buyer shall have the right to send one or more representative(s) to witness (b)all Storage Capacity Tests. Alternatively, to the extent that any Storage Capacity Tests are done remotely, and no representatives are needed on site, Seller shall arrange for both Parties to have access to all applicable data and other information arising out of such tests. Buver shall be responsible for all costs, expenses and fees payable or reimbursable to its representative(s) witnessing any Storage Capacity Test. For any Storage Capacity Tests initiated by Seller ("Seller Initiated Test"), including all tests conducted prior to Commercial Operation, any Commercial Operation Storage Capacity Test, any Storage Capacity Test conducted if the Storage Contract Capacity immediately prior to such Storage Capacity Test is below of the Installed Battery Capacity, and other Seller-requested discretionary tests or dispatches, Seller shall (i) not be entitled to the Renewable Rate for associated Charging Energy, (ii) be liable for all CAISO costs and charges for associated Charging Energy, and (iii) be entitled to any CAISO revenues associated with Discharging Energy. For any Storage Capacity Tests initiated by Buyer, including any test required by CAISO and all required annual tests pursuant to Exhibit O ("Buver **Dispatched Test**"), Buyer shall (x) pay Seller the Renewable Rate for associated Charging Energy, (y) be liable for all CAISO costs and charged for associated Charging Energy, and (z) be entitled to any CAISO revenues associated with associated Discharging Energy. No Charging Notices or Discharging Notices shall be issued during any Seller Initiated Test. Charging Notices or Discharging Notices may be issued during a Buyer Dispatched Test as reasonably necessary to

implement the applicable test. The Storage Facility shall be deemed unavailable during any Seller Initiated Test. Any Buyer Dispatched Test shall be deemed an Excused Event for the purposes of calculating the Annual Storage Availability.

(c) Following each Storage Capacity Test, Seller shall submit a testing report in accordance with <u>Exhibit O</u>. If the actual capacity or efficiency rate determined pursuant to a Storage Capacity Test varies from the then current Storage Contract Capacity and/or Efficiency Rate, as applicable, then the actual capacity and/or efficiency rate, as applicable, determined pursuant to such Storage Capacity Test shall become the new Storage Contract Capacity (not to exceed the original Storage Contract Capacity set forth on the Cover Sheet, as such original Storage Contract Capacity on the Cover Sheet may have been adjusted (if at all) pursuant to Section 5 of <u>Exhibit B</u>) and/or Efficiency Rate at the beginning of the day following the completion of the test for all purposes under this Agreement, including compensation under <u>Exhibit C</u>, until a revised Storage Contract Capacity and/or Efficiency Rate, as applicable, is established pursuant to a subsequent Storage Capacity Test.

4.10 <u>WREGIS</u>. Seller shall, at its sole expense, 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 Generating Facility Energy or Facility Energy, as applicable, 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.

(a) Prior to the Commercial Operation Date, Seller shall register the Facility with WREGIS and establish an account with WREGIS ("<u>Seller's WREGIS Account</u>"), which Seller shall maintain until the end of the Delivery Term. Seller shall transfer the WREGIS Certificates using "<u>Forward Certificate Transfers</u>" (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 ("<u>Buver's WREGIS Account</u>"). 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 Generating Facility Energy or Facility Energy, as applicable, 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 Generating Facility Energy for the same calendar month ("Deficient Month") caused by an error or omission of Seller. If any WREGIS Certificate Deficit is caused, or the result of any action or inaction by Seller, then the amount of Facility Energy in the Deficient Month shall be reduced by the amount of the WREGIS Certificate Deficit for purposes of calculating Buyer's payment to Seller under Article 8 and damages, if any, under Exhibit G for the applicable Contract Year; provided, however, that such adjustment shall not apply to the extent that Seller (x) resolves the WREGIS Certificate Deficit within ninety (90) days after the Deficient Month or (y) provides Replacement Green Attributes 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) Subject to Section 3.12, if (i) 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, or (ii) the CEC modifies its *RPS Eligibility Guidebook* to enable the full amount of Generating Facility Energy to generate WREGIS Certificates, without reduction for Storage Facility efficiency losses, 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 maximum quantity of WREGIS Certificates that can be transferred to Buyer from the Generating Facility in the same calendar month.

4.11 <u>Interconnection</u>. Seller shall be responsible for all costs of interconnecting the Facility to the Interconnection Point. During the Delivery Term, Seller shall have and maintain interconnection capacity available or allocable to the Facility that is no less than the Dedicated Interconnection Capacity; provided that Buyer acknowledges that such interconnection capacity is subject to reduction, limitation, or curtailment as set forth in the Interconnection Agreement.

Green-E Certification. Upon request of Buyer and subject to Section 3.12, Seller 4.12 shall submit, a Green-e® Energy Tracking Attestation Form ("Attestation") for Product delivered Resource under this Agreement to the Center for Solutions ("CRS") at https://www.tfaforms.com/4652008 or its successor. Subject to Section 3.12, the Attestation shall be submitted in accordance with the requirements of CRS and shall be submitted within thirty (30) days of Buyer's request or the last day of the month in which the applicable Generating Facility Energy was generated, whichever is later.

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## ARTICLE 5 TAXES

5.1 <u>Allocation of Taxes and Charges</u>. 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 any. 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 within thirty (30) days after the Effective Date to evidence such exemption or exclusion. If Buyer does not provide such documentation, then Buyer shall indemnify, defend, and hold Seller harmless from any liability with respect to Taxes from which Buyer claims it is exempt.

5.2 <u>Cooperation</u>. 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*, *however*, that 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 <u>Maintenance of the Facility</u>. Seller shall comply with Law and Prudent Operating Practice relating to the operation and maintenance of the Facility, the generation and sale of Product, and the disposal and recycling of any equipment associated with the Facility, including without limitation, batteries and solar panels.

6.2 <u>Maintenance of Health and Safety</u>. 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 action to prevent such damage or injury and shall give Notice to Buyer's emergency contact identified on <u>Exhibit N</u> of such condition. Such action may include, to the extent reasonably necessary, disconnecting and removing all or a portion of the Facility, or suspending the supply of Energy or Discharging Energy to Buyer.

6.3 <u>Shared Facilities</u>. 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

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agreements to be entered into among Seller, the Transmission Provider, Seller's Affiliates, and/or third parties. Seller agrees that any agreements regarding Shared Facilities (i) shall permit Seller to perform or satisfy, and shall not purport to limit, Seller's obligations hereunder, including providing interconnection capacity for the Facility's sole use in an amount not less than the Dedicated Interconnection Capacity, (ii) shall provide for separate metering and a separate CAISO Resource ID for the Facility, (iii) shall 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) shall provide that any curtailment of the full capacity of Shared Facilities that is ordered by Transmission Provider that Seller and its Affiliates have discretion to allocate across 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. Seller shall not, and shall not permit any Affiliate to, allocate to other parties a share of the total interconnection capacity under the Interconnection Agreement in excess of an amount equal to the total interconnection capacity under the Interconnection Agreement minus the Dedicated Interconnection Capacity.

## ARTICLE 7 METERING

## 7.1 <u>Metering</u>.

Unless the Parties agree otherwise pursuant to Section 3.13, the Facility (a) shall have a single CAISO Resource ID for the Facility, which is a combination of the Generating Facility and the Storage Facility. Seller shall measure the amount of Generating Facility Energy using the Generating Facility Meter. Seller shall measure the Charging Energy and the Discharging Energy using the Storage Facility Meter. All meters will be operated pursuant to applicable CAISO-approved calculation methodologies and maintained at Seller's cost. Subject to meeting any applicable CAISO requirements, the Generating Facility Meter and Storage Facility Meter shall be programmed to adjust for Electrical Losses and Station Use, as applicable, from such meters to the Delivery Point in a manner subject to Buyer's prior written approval, not to be unreasonably withheld. Seller shall separately meter all Station Use. Metering shall be consistent with the Metering Diagram set forth as Exhibit R, a final version of which shall be provided to Buyer at least thirty (30) days before the Commercial Operation Date. Each Generating Facility Meter and Storage 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) (or its successor) or directly from the CAISO meter(s) at the Facility.

7.2 <u>Meter Verification</u>. Seller shall test the Generating Facility Meter and Storage Facility Meter at least annually and more frequently than annually if Buyer or Seller reasonably believe there may be a meter malfunction. 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

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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 within ten (10) days after the end of the prior monthly delivery period. Each invoice shall (a) include records of metered data, including 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 Generating Facility Energy, Charging Energy, Discharging Energy, and Replacement RA delivered to Buyer (if any); the calculation of Deemed Delivered Energy, Lost Output, 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; (b) reflect any records, including invoices or settlement data from the CAISO, necessary to verify the accuracy of any amount; and (c) be in a format reasonably specified by Buyer, covering the services 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. The invoice shall be delivered by electronic mail in accordance with Exhibit N.

8.2 **Payment**. Buyer shall make payment to Seller for Product by wire transfer or ACH payment to the bank account provided on each monthly invoice. Buyer shall pay undisputed invoice amounts within thirty (30) days of Buyer's receipt of Seller's invoices; *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 calculated based on the 3-Month prime rate (or any equivalent successor rate accepted by a majority of major financial institutions) 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

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under this Agreement, for a period of at least five (5) years or as otherwise required by Law. Upon ten (10) Business Days' Notice to the other Party, either Party shall be granted 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. Seller acknowledges that in accordance with California Government Code Section 8546.7, Seller may be subject to audit by the California State Auditor with regard to Seller's performance of this Agreement because the compensation under this Agreement exceeds Ten Thousand Dollars (\$10,000).

8.4 <u>Invoice Adjustments</u>. Invoice adjustments shall be made if (a) there have been good faith inaccuracies in invoicing or payment that are not otherwise disputed under Section 8.5, (b) an adjustment to an amount previously invoiced or paid is required due to a correction of data by the CAISO, or pursuant to a Storage Capacity Test, or (c) there have been meter inaccuracies; provided, however, that there shall be no adjustments to prior invoices based upon meter inaccuracies expect to the extent that such meter adjustments are accepted by CAISO for revenue purposes. 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 <u>Netting of Payments</u>. 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 <u>Exhibits B</u> and <u>P</u>, 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.

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8.7 <u>Seller's Development Security</u>. To secure its obligations under this Agreement, Seller shall deliver Development Security to Buyer within thirty (30) days of the Effective Date. Seller shall maintain the Development Security in full force and effect until Buyer is required to return such Development Security hereunder. Upon the earlier of (i) Seller's delivery of the Performance Security, or (ii) 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 the Development Security is a Letter of Credit and the issuer of such Letter of Credit (i) fails to maintain the minimum Credit Rating specified in the definition of Letter of Credit, (ii) indicates its intent not to renew such Letter of Credit and such Letter of Credit expires prior to the Commercial Operation Date, or (iii) fails to honor Buyer's properly documented request to draw on such Letter of Credit by such issuer, Seller shall have ten (10) Business Days to either post cash or deliver a substitute Letter of Credit that meets the requirements set forth in the definition of 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 of Guaranty set forth in Exhibit L. Seller shall maintain the Performance Security in full force and effect, and Seller shall within five (5) Business Days after any draw thereon replenish the Performance Security (including a Guaranty) 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 then 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 the Performance Security is a Letter of Credit and the issuer of such Letter of Credit (i) fails to maintain the minimum Credit Rating set forth in the definition of Letter of Credit, (ii) indicates its intent not to renew such Letter of Credit and such Letter of Credit expires prior to the Commercial Operation Date, or (iii) fails to honor Buyer's properly documented request to draw on such Letter of Credit by such issuer, Seller shall have ten (10) Business Days to either post cash or deliver a substitute Letter of Credit that meets the requirements set forth in the definition of Performance Security.

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 ("<u>Security Interest</u>") 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 these obligations are satisfied in full.

8.10 **<u>Financial Statements</u>**. 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 9 NOTICES

9.1 <u>Addresses for the Delivery of Notices</u>. 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 on <u>Exhibit N</u> or at such other address or addresses as a Party may designate for itself from time to time by Notice hereunder.

9.2 <u>Acceptable Means of Delivering Notice</u>. 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) and if concurrently with the transmittal of such electronic communication the sending Party provides a copy of such electronic Notice by hand delivery or express courier, at the time indicated by the time stamp upon delivery; or (d) if delivered in person, upon receipt by the receiving Party. Notwithstanding the

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foregoing, invoices sent pursuant to Section 8.1 and 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) "<u>Force Majeure Event</u>" 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 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; 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

(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 that disables physical or electronic facilities necessary to transfer funds to the payee Party; (iv) a Curtailment Order; (v)

(vi) any equipment failure except if such equipment failure is caused by a Force Majeure Event; or (vii) 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.

(d) Notwithstanding any provision to the contrary, a Force Majeure Event does not excuse Seller's inability to achieve Construction Start of the Facility following the Guaranteed

Construction Start Date or achieve Commercial Operation following the Guaranteed Commercial Operation Date except to the extent such excuse for Force Majeure Event is allowed pursuant to a Development Cure Period.

# 10.2 <u>Termination Following Force Majeure Event</u>.

(a) 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, 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 written 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.

If the cumulative extensions granted under the Development Cure Period (b) equal one hundred eighty (180) days, and one or more delays due to a Force Majeure Event as described in Section 4(b) of Exhibit B are continuing, then (i) Seller may terminate this Agreement upon written Notice of termination to Buyer that shall include documentation or information supporting Seller's determination that the Commercial Operation Date is not likely to be achieved by the date that is one hundred twenty (120) days after the Guaranteed Commercial Operation Date through the use of commercially reasonable efforts, and Seller's payment of liquidated damages in the amount of the Development Security, minus the aggregate Delay Damages previously paid by Seller, which, at Seller's election, may either be paid directly to Buyer with the Notice of termination or drawn from the Development Security, or (ii) if Seller extends the Guaranteed Commercial Operation Date by payment of Commercial Operation Delay Damages for one hundred and twenty (120) days as set forth in Exhibit B and a Force Majeure Event is continuing after such extension, then Seller may terminate this Agreement upon written Notice of termination to Buyer. 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), Section 11.6 and Buyer shall promptly return to Seller any Development Security then held by Buyer, less any amounts drawn in accordance with this Agreement.

10.3 **Notice for Force Majeure**. Within five (5) Business Days of the commencement of Force Majeure Event, the claiming Party shall provide the other Party with oral notice of the event of Force Majeure, and within two (2) weeks of the commencement of a Force Majeure Event the claiming Party shall provide the other Party with notice in the form of a letter describing in detail the occurrence giving rise to the Force Majeure Event, including the nature, cause, estimated date of commencement thereof, and the anticipated extent of any delay or interruption in performance, all as known or estimated in good faith by the claiming Party. Failure to provide timely notice as described in the prior sentence constitutes a waiver of the Force Majeure Event as to all periods prior to the delivery of the notice. Upon written request from the non-claiming Party, the claiming Party shall provide documentation describing the claiming Party's efforts to overcome the Force Majeure Event. The claiming party shall promptly 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. The suspension of performance due to a claim of Force Majeure

Event must be of no greater scope and of no longer duration than is required by the Force Majeure Event.

10.4 **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.

## ARTICLE 11 DEFAULTS; REMEDIES; TERMINATION

## 11.1 Events of Default. An "Event of Default" shall mean,

(a) with respect to a Party (the "<u>Defaulting Party</u>") 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 11.11.1; and [except for (1) failure to deliver Capacity Attributes, the exclusive remedies for which are set forth in Section 3.8, (2) failures related to the Adjusted Energy Production that do not trigger the provisions of Section 11.1(b)(vi), (viii), and (ix), the exclusive remedies for which are set forth in Section 4.7 and Exhibit G; and (3) failures related to the Annual Storage Availability that do not trigger the provisions of Section 11.1(b)(vii), 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) days period despite exercising best 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.

following:

(b) with respect to Seller as the Defaulting Party, the occurrence of any of the

(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, other than Replacement Product;

(ii) the failure by Seller to 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(c) of <u>Exhibit B</u> and/or a Development Cure Period pursuant to Section 4 of <u>Exhibit B</u>;

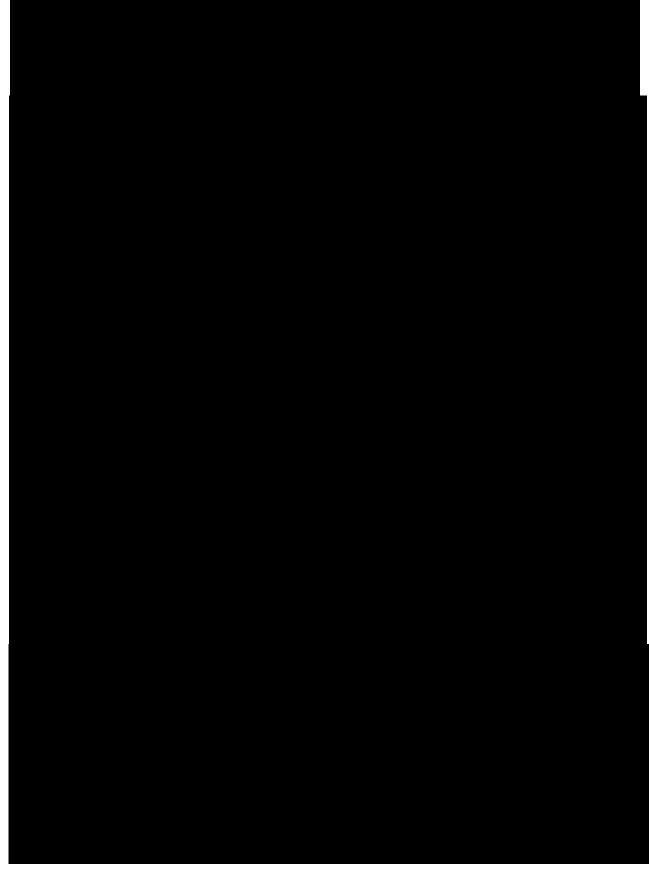
(iii) if not remedied within ten (10) days after Notice thereof, the failure by Seller to deliver a Remedial Action Plan required under Section 2.4;

(iv) [reserved];

(v) Seller sells, assigns, or otherwise transfers, or commits to sell, assign, or otherwise transfer, the Product, or any portion thereof, during the Delivery Term to any party other than Buyer except as expressly permitted under this Agreement;



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(x) if, Seller fails to maintain an average Efficiency Rate equal to or greater than the Minimum Efficiency Rate over a rolling twelve (12) month period;

(xi) if, Seller fails to maintain a Storage Capacity equal to at least of the Storage Contract Capacity for more than three hundred sixty five (365) consecutive days;

(xii) 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 Development Security or Performance Security amount in accordance with this Agreement in the event Buyer draws against either for any reason other than to satisfy a Damage Payment or a Termination Payment;

(xiii) 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, (2) 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.

(xiv) 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 <u>Remedies; Declaration of Early Termination Date</u>. If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the other Party ("<u>Non-Defaulting Party</u>") 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 ("<u>Early Termination Date</u>") that terminates this Agreement (the "<u>Terminated Transaction</u>") 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 (in the case of an Event of Default by Seller occurring before the Commercial Operation Date, including an Event of Default under Section 11.1(b)(ii) or

Section 11.1(b)(iv)), or (ii) the Termination Payment calculated in accordance with Section 11.3 below (in the case of any other Event of Default by either Party);

- (c) to withhold any payments due to the Defaulting Party under this Agreement;
- (d) to suspend performance; or

(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 monetary remedy for any Terminated Transaction and the Event of Default related thereto.

Termination Payment. The Termination Payment ("Termination Payment") for 11.3 a Terminated Transaction shall be the aggregate of all Settlement Amounts plus any or 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. 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 (a) 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, (b) the Damage Payment or Termination Payment described in Section 11.2 or this Section 11.3 (as applicable) is a reasonable and appropriate approximation of such damages, and (c) the Damage Payment or Termination Payment described in Section 11.2 or this Section 11.3 (as applicable) 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, 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 this Agreement is terminated by either Party prior to the Commercial Operation Date for any reason except due to Buyer'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 such termination date, 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 but adjusted to account for the incremental expected costs to complete development, financing, and construction and achieve Commercial Operation for the Facility at such time relative to the expected costs as of the Effective Date) and otherwise substantially in the form of this Agreement, and

Seller shall provide confirmation to Buyer of the nature and amount of the incremental expected costs to complete development, financing, and construction of the Facility and achieve Commercial Operation by providing Buyer a certification of such amounts by a Licensed Professional Engineer. 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, such approval not to be unreasonably withheld, conditioned, or delayed. 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 <u>**Rights And Remedies Are Cumulative.</u>** Except where an express and exclusive remedy or measure of damages is provided, 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.</u>

11.8 <u>Mitigation</u>. 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 <u>No Consequential Damages</u>. EXCEPT TO THE EXTENT PART OF (A) AN EXPRESS REMEDY OR MEASURE OF DAMAGES HEREIN, (B) AN ARTICLE 16 INDEMNITY CLAIM, (C) INCLUDED IN A LIQUIDATED DAMAGES CALCULATION, OR

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(D) 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.

12.2 <u>Waiver and Exclusion of Other Damages</u>. 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.

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 <u>EXHIBIT B, EXHIBIT G</u>, AND <u>EXHIBIT P</u>], 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.

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12.3 <u>Limitation on Pre-COD Liability</u>. Notwithstanding anything in this Agreement to the contrary, unless and until the Facility has achieved Commercial Operation, Seller's aggregate liability under this Agreement for any and all reasons, including liabilities for payment of Construction Delay Damages, Commercial Operation Delay Damages, and the Damage Payment, shall not exceed

For avoidance of doubt, this Section 12.3 shall not be applicable once the Facility has achieved Commercial Operation.

#### ARTICLE 13

#### **REPRESENTATIONS AND WARRANTIES; AUTHORITY**

13.1 <u>Seller's Representations and Warranties</u>. 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 the state of California and 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. 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) Seller will be responsible for obtaining all permits necessary to construct and operate the Facility and Seller will be the applicant on any CEQA documents.

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.

(a) 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.

(b) 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, 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.

(c) 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.

(d) 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 (provided that such court is located within a venue permitted in Law and under the Agreement), (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; provided, however that nothing in this Agreement shall waive the obligations or rights set forth in the California Tort Claims Act (Government Code Section 810 et seq.)

(e) Buyer is a "local public entity" as defined in Section 900.4 of the Government Code of the State of California.

13.3 <u>General Covenants</u>. 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 California and 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 <u>Prevailing Wage</u>. Seller shall use reasonable efforts to ensure that all employees hired by Seller, and its contractors and subcontractors, that will perform construction work or provide services at the Site related to construction of the Facility are paid wages at rates not less than those prevailing for workers performing similar work in the locality as provided by applicable California law, if any ("<u>Prevailing Wage Requirement</u>"). Nothing herein shall require Seller, its contractors and subcontractors to comply with, or assume liability created by other inapplicable provisions of any California labor laws. Buyer agrees that Seller's obligations under this Section 13.4 will be satisfied upon the execution of a project labor agreement related to construction of the Facility.

13.5 <u>Workforce Development and Supplier Diversity</u>. Seller acknowledges that Buyer will, from time to time, request voluntary disclosure of Seller's certification status with the CPUC Clearinghouse, and voluntary disclosure regarding Seller's efforts to work with diverse business enterprises, including women, minority, disabled veteran, and lesbian, gay, bisexual, transgender and/or persons with disabilities business enterprises in a form similar to <u>Exhibit S</u>.

13.6 <u>Community Benefits</u>. Seller pledges to deliver five hundred thousand dollars (\$500,000.00) to Buyer so that Buyer may direct such amount to community benefits initiatives that directly benefit stakeholders in Buyer's service area. Buyer shall have sole discretion to determine which initiatives will be funded and will provide Seller notice describing the initiatives Buyer intends to fund. Seller shall make this payment within sixty (60) days after (a) Seller's issuance of the Notice to Proceed, and (b) Seller's review of the scope of the initiatives to be funded by Buyer. Upon Seller's request, Buyer's personnel responsible for allocating funding to community benefits initiatives will meet with Seller to discuss the initiatives to be funded by Buyer. Notwithstanding anything to the contrary in this Section 13.6, Buyer will not make any public statement about the Facility, this Agreement, Seller, or Seller's Affiliates in connection with any community benefits initiatives funded with Seller's community benefits funds paid through this Section 13.6 without the prior written consent of Seller.

#### ARTICLE 14 ASSIGNMENT

14.1 <u>General Prohibition on Assignments</u>. Except as provided in this Article 14, neither Party may voluntarily assign this Agreement or its rights or obligations under this

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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 that Buyer's consent will not be required for any Change of Control of Seller where Seller is controlled by a Permitted Transferee following such transaction. Any purported assignment made without the required written consent, or in violation of the conditions to assignment set out below, shall be null and void. Buyer will have no obligation to provide any consent, or enter into any agreement, that materially and adversely affects any of Buyer's rights, benefits, risks or obligations under this Agreement, or to modify the Agreement, except as set forth below. The assigning Party shall be responsible for the non-assigning Party's reasonable third party costs, including reasonable attorneys' fees, associated with the preparation, review, execution and delivery of documents in connection with any assignment of this Agreement by the assigning Party.

14.2 <u>Collateral Assignment</u>. Subject to the provisions of this Section 14.2, Seller or any of its Affiliates involved in the Facility 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, upon request of Seller, Buyer shall in good faith work with Seller and Lender to agree upon a consent to collateral assignment of this Agreement ("<u>Collateral Assignment</u> <u>Agreement</u>"). The Collateral Assignment Agreement must be in form and substance agreed to by Buyer, Seller and Lender including with respect to the provisions set forth below, with such agreement not to be unreasonably withheld, and shall include, among others, the following provisions:

(a) Buyer shall give Notice of an Event of Default by Seller to the Person(s) to be specified by Lender in the Collateral Assignment Agreement, before exercising its right to terminate this Agreement as a result of such Event of Default; provided that such notice shall be provided to Lender at the time such notice is provided to Seller and the cure period of Lender shall not commence until Lender has received notice of such Event of Default;

(b) Following an Event of Default by Seller under this Agreement, Buyer may require Seller or Lender to provide to Buyer a report concerning:

(i) The status of efforts by Seller or Lender to develop a plan to cure the Event of Default;

(ii) Impediments to the cure plan or its development;

(iii) If a cure plan has been adopted, the status of the cure plan's implementation (including any modifications to the plan as well as the expected timeframe within which any cure is expected to be implemented); and

(iv) Any other information which Buyer may reasonably require related to the development, implementation and timetable of the cure plan.

Seller or Lender must provide the report to Buyer within thirty (30) days after Notice from Buyer requesting the report. Buyer will have no further right to require the report with respect to a particular Event of Default after that Event of Default has been cured;

(c) Lender will have the right to cure an Event of Default on behalf of Seller, only if Lender sends a written notice to Buyer before the later of (i) the expiration of any cure period, and (ii) ten (10) Business Days after Lender's receipt of notice of such Event of Default from Buyer, indicating Lender's intention to cure. Lender must remedy or cure the Event of Default within the cure period under this Agreement and any additional cure periods agreed in the Collateral Assignment Agreement, which shall not exceed a maximum of ninety (90) days (or one hundred eighty (180) days in the event of a bankruptcy of Seller, or any foreclosure or similar proceeding if required by Lender to cure any Event of Default);

(d) Lender will have the right to consent before any termination of this Agreement which does not arise out of an Event of Default;

(e) Lender will receive prior Notice of and the right to approve material amendments to this Agreement, which approval will not be unreasonably withheld, delayed or conditioned;

(f) If Lender, 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), Lender must assume all of Seller's obligations arising under this Agreement and all related agreements arising on and after taking possession (subject to such limits on liability as are mutually agreed to by Seller, Buyer, and Lender as set forth in the Collateral Assignment Agreement); *provided*, before such assumption, if Buyer advises Lender that Buyer will require that Lender cure (or cause to be cured) any Event of Default existing as of the possession date (excluding any Events of Default which by their nature are incapable of being cured) in order to avoid the exercise by Buyer (in its sole discretion) of Buyer's right to terminate this Agreement with respect to such Event of Default, then Lender at its option, and in its sole discretion, may elect to either:

- (i) Cause such Event of Default to be cured, or
- (ii) Not assume this Agreement;

(g) If Lender elects to sell or transfer the Facility (after Lender directly or indirectly, takes possession of, or title to the Facility), or sale of the Facility occurs through the actions of Lender (for example, a foreclosure sale where a third party is the buyer, or otherwise), then Lender shall cause the transferee or buyer to assume all of Seller's obligations arising under this Agreement and all related agreements arising on and after such sale or transfer as a condition of the sale or transfer. Such sale or transfer may be made only to an entity that (i) meets the definition of Permitted Transferee and (ii) is an entity that Buyer is permitted to contract with under applicable Law; and

(h) Subject to Lender's cure of any Events of Defaults under the Agreement in accordance with Section 14.2(f), if (i) this Agreement is rejected in Seller's Bankruptcy or

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otherwise terminated in connection therewith, Lender shall have the right to elect within forty-five (45) days after such rejection or termination, to cause Buyer to enter into a replacement agreement having substantially the same terms as this Agreement for the remaining term thereof, and, promptly after Lender's written request, Buyer must enter into such replacement agreement with Lender or Lender's designee, or (ii) if Lender 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) after any such rejection or termination of this Agreement, promptly after Buyer's written request which must be made within forty-five (45) days after such rejection or termination, Lender must itself or must cause its designee to promptly enter into a new agreement with Buyer having the same terms as this Agreement for the remaining term thereof, provided that in the event a designee of Lender, 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), such designee must meet the definition of Permitted Transferee.

14.3 <u>Permitted Assignment by Seller</u>. 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, upon such transfer or assignment, all of Seller's obligations and liabilities under this Agreement arising on and after such assignment, and (y) certifies that such Person meets the definition of a Permitted Transferee.

Except as provided in the preceding sentence, 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 by Buyer.

14.4 <u>Permitted Assignment by Buyer</u>. Buyer may make a limited assignment in connection with a municipal prepayment transaction to an entity that has an Investment Grade Credit Rating ("<u>Limited Assignee</u>") of Buyer's right to receive Product and Buyer's obligation to make payments to Seller, subject to execution of a limited assignment agreement between and among Seller, Buyer, and Limited Assignee upon terms and conditions mutually agreed, including that the limited assignment shall be expressly subject to Limited Assignee's timely payment of amounts due under this Agreement,

Subject to the foregoing, Seller agrees to (i) comply with

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Limited Assignee's reasonable requests for know-your-customer and similar account opening information and documentation with respect to Seller, including but not limited to 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 Limited Assignee and Buyer.

#### ARTICLE 15 DISPUTE RESOLUTION

15.1 <u>Governing Law</u>. 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. 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 Agreement shall be brought in the federal courts of the United States or the courts of the State of California sitting in the County of San Diego, California.

15.2 **Dispute Resolution**. In the event of any dispute arising under this Agreement (other than a dispute regarding whether the requirements for Commercial Operation have been achieved, which shall be subject to Section 15.3), 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, the Parties shall submit the dispute to mediation prior to seeking any and all remedies available to it at Law in or equity. The Parties will cooperate in selecting a qualified neutral mediator selected from a panel of neutrals and in scheduling the time and place of the mediation as soon as reasonably possible, but in no event later than thirty (30) days after the request for mediation is made. The Parties agree to participate in the mediation in good faith and to share the costs of the mediation, including the mediator's fee, equally, but such shared costs shall not include each Party's own attorneys' fees and costs, which shall be borne solely by such Party. If the mediation is unsuccessful, then 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 **<u>COD Expedited Dispute Resolution</u>**.

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#### ARTICLE 16 INDEMNIFICATION

#### 16.1 Indemnity.

(a) Each Party (the "<u>Indemnifying Party</u>") agrees to indemnify, defend and hold harmless the other Party and its Affiliates, directors, officers, employees and agents (collectively, the "<u>Indemnified Party</u>") 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 ("<u>Indemnifiable Losses</u>").

(b) Nothing in this Section 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 obligations to pay claims consistent with the provisions of a valid insurance policy.

Claims. Promptly after receipt by a Party of any claim or Notice of the 16.2 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**

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#### **INSURANCE**

#### 17.1 Insurance.

(a) <u>General Liability</u>. 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 Two Million Dollars (\$2,000,000) per occurrence, and an annual aggregate of not less than Five Million Dollars (\$5,000,000), 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). 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. Limits may be provided in any combination of Seller's general liability and umbrella policies.

(a) <u>Employer's Liability Insurance</u>. 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.

(b) <u>Workers Compensation Insurance</u>. 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 California Law.

(c) <u>Business Auto Insurance</u>. 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 and shall name Buyer as additional insured and contain standard cross-liability and severability of interest provisions.

(d) <u>Construction All-Risk Insurance</u>. 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.

(e) <u>Contractor's Pollution Liability</u>. Seller shall maintain or cause to be maintained during the construction of the Facility prior to the Commercial Operation Date, Pollution Legal Liability Insurance in the amount of per occurrence and in the aggregate, naming Seller (and Lender if any) as additional named insured.

(f) <u>Subcontractor Insurance</u>. Seller shall use commercially reasonable efforts to require all of its subcontractors to carry: (i) comprehensive general liability insurance with a combined single limit of coverage not less than for the subcontractors in accordance with applicable requirements of Law; and (iii) business auto insurance for bodily injury and property damage with

limits of **a** per occurrence. All subcontractors shall name Seller as an additional insured to insurance carried pursuant to clauses (g)(i) and (g)(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(g).

(g) <u>Property Insurance</u>. On and after the Commercial Operation Date, Seller shall maintain or cause to be maintained insurance against loss or damage from all causes under standard "all risk" property insurance coverage in amounts that are not less than the actual replacement value of the Facility; *provided*, however, with respect to property insurance for natural catastrophes, Seller shall maintain limits equivalent to a probable maximum loss amount determined by a firm with experience providing such determinations. Such insurance shall include business interruption coverage in an amount equal to twelve (12) months of expected revenue from this Agreement.

(h) <u>Evidence of Insurance</u>. Within **Agreement** 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.

#### 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; (iv) information that the recipient independently developed without a violation of this Agreement; and (v) information that is determined by Buyer to be subject to the California Public Records Act.

18.2 <u>Duty to Maintain Confidentiality</u>. Confidential Information will retain its character as Confidential Information but may be disclosed by the recipient (the "<u>Receiving</u> <u>Party</u>") if and to the extent such disclosure is required (a) to be made by any requirements of Law, (b) pursuant to an order of a court or (c) in order to enforce this Agreement; *provided*, each Party shall, to the extent practicable, use reasonable efforts to prevent or limit the disclosure If the

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Receiving Party becomes legally compelled (by interrogatories, requests for information or documents, subpoenas, summons, civil investigative demands, or similar processes or otherwise in connection with any litigation or to comply with any Law, order, regulation, ruling, regulatory request, accounting disclosure rule or standard or any exchange, control area or independent system operator rule) to disclose any Confidential Information of the disclosing Party (the "**Disclosing Party**"), Receiving Party shall provide Disclosing Party with prompt notice so that Disclosing Party, at its sole expense, may seek an appropriate protective order or other appropriate remedy. If the Disclosing Party takes no such action after receiving the foregoing notice from the Receiving Party, the Receiving Party is not required to defend against such request and shall be permitted to disclose such Confidential Information of the Disclosing Party, with no liability for any damages that arise from such disclosure. Each Party hereto acknowledges and agrees that information and documentation provided in connection with this Agreement may be subject to the California Records Act (Government Code Section 6250 et seq.).

18.3 <u>Irreparable Injury: Remedies</u>. 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 **Disclosure to Lenders, Etc.** 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 the Person to whom Confidential Information is disclosed agrees in writing to be bound by confidentiality provisions no less stringent than those in this Article 18 to the same extent as if it were a Party.

# 18.5 Press Releases.

#### ARTICLE 19 MISCELLANEOUS

19.1 <u>Entire Agreement; Integration; Exhibits</u>. 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. 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 <u>Amendments</u>. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Seller and Buyer; *provided*, that, for the avoidance of doubt, this Agreement may not be amended by electronic mail communications.

19.3 <u>No Waiver</u>. Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default.

19.4 <u>No Agency, Partnership, Joint Venture or Lease</u>. 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) or, to the extent set forth herein, any Lender and/or Indemnified Party.

19.5 <u>Severability</u>. 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 <u>Mobile-Sierra</u>. 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 Law.

19.7 <u>Counterparts</u>. 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 <u>Electronic Delivery</u>. 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 <u>**Binding Effect.</u>** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.</u>

19.10 <u>No Recourse to Members of Buyer</u>. 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 or 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 <u>Further Assurances</u>. Each of the Parties hereto agree 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.

19.13 <u>Change in Electric Market Design</u>. 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.

19.14 <u>Service Contract</u>. The Parties acknowledge and agree that this Agreement is intended to constitute a "service contract" within the meaning of Section 7701(e) of the Internal Revenue Code of 1986, as amended from time to time.

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[Signatures on following page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

### PELICANS JAW SOLAR, LLC

# SAN DIEGO COMMUNITY POWER, a California joint powers authority

By:	
Name:	
Title:	

By:	
Name:	
Title:	

#### EXHIBIT A

#### FACILITY DESCRIPTION

Site Name: Pelicans Jaw Solar

Site includes all or some of the following APNs:

County: Kern

**CEQA Lead Agency**: Kern County

**Zip Code:** 93249

Latitude and Longitude:

Facility Description: 226 MW solar + 474 MWh (118.5 MW x 4 hours) storage

**Delivery Point:** PNode, as set forth below.

**Generating Facility Meter and Metering Points**: See Exhibit R.

**Storage Facility Meter and Metering Points**: See <u>Exhibit R</u>.

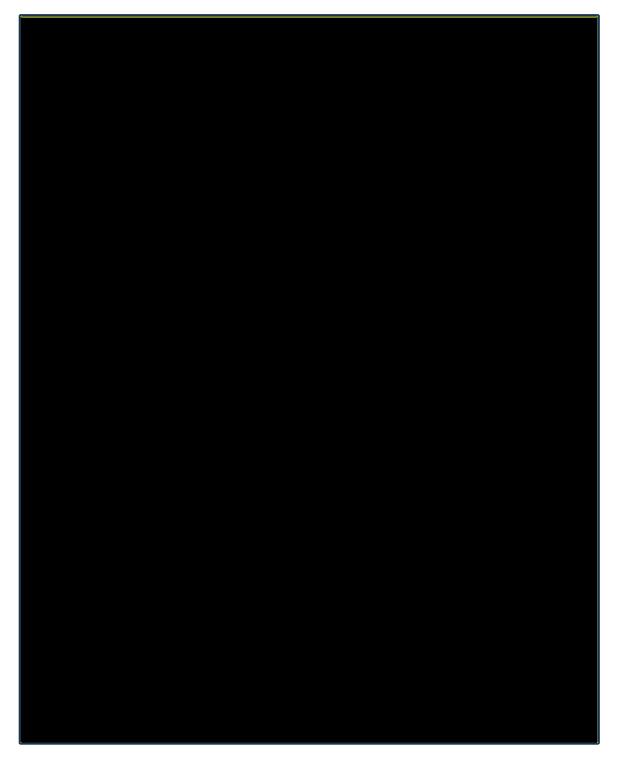
**PNode**: The PNode assigned to the Facility by the CAISO.

Interconnection Point: New 230kV switching station near Gates-Midway POI

Participating Transmission Owner: PG&E

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Additional Information: Site Plan provided below, provided that Seller shall have the right to provide an updated Site Plan at the time Seller provides an executed Construction Start Date certificate in the form of Exhibit J to Buyer.



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#### EXHIBIT B

#### MAJOR PROJECT DEVELOPMENT MILESTONES AND COMMERCIAL OPERATION

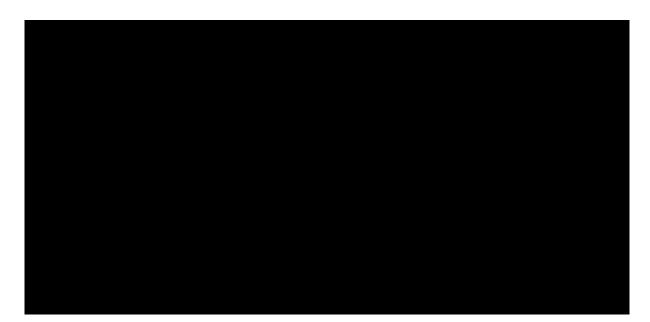
#### 1. Construction Start.

- a. "<u>Construction Start</u>" will occur upon Seller's acquisition of all applicable regulatory authorizations, approvals and permits to begin the construction of the Facility, and execution of an engineering, procurement, and construction contract and issuance thereunder of a 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 ("<u>Notice to Proceed</u>"). 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 <u>Exhibit J</u> hereto, and the date certified therein shall be the "<u>Construction Start Date</u>." Seller shall cause Construction Start to occur no later than the Guaranteed Construction Start Date, as may be extended by Seller's payment of Construction Delay Damages pursuant to Section 1(b) of <u>Exhibit B</u> and/or a Development Cure Period pursuant to Section 4 of <u>Exhibit B</u>.
- b. In addition to extensions pursuant to a Development Cure Period, Seller may extend the Guaranteed Construction Start Date by paying Construction Delay Damages in advance to Buyer for each day Seller desires to extend the Guaranteed Construction Start Date, not to exceed a total of of extensions by such payment of Construction Delay Damages. If Seller elects to extend the Guaranteed Construction Start Date, on or before the date that is prior to the then-current Guaranteed Construction Start Date, Seller shall provide notice and payment to Buyer of the Construction 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 Construction Delay Damages, Buyer shall refund to Seller the Construction Delay Damages in an amount equal to the product of (i) the number of days prior to the Guaranteed Construction Start Date, as extended, that Seller achieves Construction Start, times (ii) the Construction Delay Damages, not to exceed the total amount of Construction Delay Damages paid by Seller pursuant to this Section 1(b) of Exhibit B. Construction Delay Damages shall also be refundable to Seller pursuant to Section 2(b) and 2(c) of this Exhibit B.
- 2. <u>Commercial Operation of the Facility</u>. "<u>Commercial Operation</u>" means the condition existing when (i) 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 <u>Exhibit H</u> (the "<u>COD</u> <u>Certificate</u>") (ii) Seller has notified Buyer in writing that it has provided the required documentation to Buyer and met the conditions for achieving Commercial Operation, and (iii) Buyer has acknowledged to Seller in writing (or deemed to have acknowledged pursuant to Section 2.2) that Buyer agrees that Commercial Operation has been achieved or Commercial Operation has otherwise been deemed to have been achieved pursuant to

Section 2.2. The "<u>Commercial Operation Date</u>" shall be the later of (x) the Expected Commercial Operation Date, or (y) the date on which Commercial Operation is achieved.

- a. Seller shall cause Commercial Operation to occur no later than the Guaranteed Commercial Operation Date, as such date may be extended by Seller's payment of Commercial Operation Delay Damages pursuant to Section 2(c) of <u>Exhibit B</u> and/or a Development Cure Period pursuant to Section 4 of <u>Exhibit B</u>. Seller shall notify Buyer at least sixty (60) days before the anticipated Commercial Operation Date.
- b. If Seller achieves Commercial Operation for the Facility by the Guaranteed Commercial Operation Date, as may be extended by a Development Cure Period but not by the payment of Commercial Operation Delay Damages, all Construction Delay Damages paid by Seller shall be refunded to Seller. Seller shall include a request for refund of the Construction Delay Damages with the first invoice to Buyer after Commercial Operation.
- In addition to extensions pursuant to a Development Cure Period, Seller may extend c. the Guaranteed Commercial Operation Date by paying Commercial Operation Delay Damages in advance to Buyer for each day Seller desires to extend the Guaranteed Commercial Operation Date, not to exceed a total of of extensions by such payment of Commercial Operation Delay Damages. If Seller elects to extend the Guaranteed Commercial Operation Date, 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 deduct the amount of Construction Delay Damages previously paid to Buyer from the amount of COD Delay Damages owed to Buyer. Buyer shall refund to Seller the positive amount, if any, by which Construction Delay Damages paid by Seller, if any, exceed the amount of COD Delay Damages owed by Seller, if any. If no COD Delay Damages are owed by Seller, and Construction Delay Damages were previously paid, Buyer shall refund any Construction Delay Damages paid to Seller after the Guaranteed Commercial Operation Date, as extended hereunder, is achieved. 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 in an amount equal to the product of (i) the number of days prior to the Guaranteed Commercial Operation Date, as extended, that Seller achieves Commercial Operation, times (ii) the Commercial Operation Delay Damages, not to exceed the total amount of Commercial Operation Delay Damages paid by Seller pursuant to this Section 2(c) of Exhibit B.





- 4. <u>Extension of the Guaranteed Dates</u>. The Guaranteed Construction Start Date and the Guaranteed Commercial Operation Date shall, subject to notice and documentation requirements set forth below, be extended on a day-for-day basis (the "<u>Development Cure</u> <u>Period</u>") 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. a Force Majeure Event occurs; or
  - b. the Interconnection Facilities or 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
  - c. Buyer has not made all necessary arrangements to receive the Facility Energy at the Delivery Point by the Guaranteed Commercial Operation Date.





#### 5. Failure to Reach Guaranteed Capacity or Storage Contract Capacity.

- a. Guaranteed Capacity. If, at Commercial Operation, the Installed Generating Capacity is less than one hundred percent (100%) of the Guaranteed Capacity, after the Commercial Operation Date to install Seller shall have additional capacity such that the Installed Generating Capacity is equal to (but not greater than) the Guaranteed Capacity, and Seller shall provide to Buyer a new certificate substantially in the form attached as Exhibit I hereto specifying the new Installed Generating Capacity. If Seller fails to construct the Guaranteed Capacity by such date, Seller shall pay "Capacity Damages" to Buyer, in an amount equal for each MW that the to Guaranteed Capacity exceeds the Installed Generating Capacity, and the Guaranteed Capacity, Dedicated Interconnection Capacity, Summer Delivered Capacity Limit, and other applicable portions of the Agreement shall be adjusted accordingly. Capacity Damages shall not be offset or reduced by the payment of Construction Delay Damages, Commercial Operation Delay Damages, or any other form of liquidated damages under this Agreement.
- b. Storage Contract Capacity. If, at Commercial Operation, the Installed Battery Capacity is less than one hundred percent (100%) of the Storage Contract Capacity, Seller shall have for the Commercial Operation Date to install additional capacity such that the Installed Battery Capacity is equal to (but not greater than) one hundred percent (100%) of the Storage Contract Capacity, and Seller shall provide to Buyer a new certificate substantially in the form attached as <u>Exhibit I</u> hereto specifying the new Installed Battery Capacity. If Seller fails to

construct the Storage Contract Capacity by such date, Seller shall pay "Storage Capacity Damages" to Buyer, in an amount equal to

for each MW that the Storage Contract Capacity exceeds the Installed Battery Capacity, and the Storage Contract Capacity and other applicable portions of the Agreement shall be adjusted accordingly. Storage Capacity Damages shall not be offset or reduced by the payment of Construction Delay Damages, Commercial Operation Delay Damages, or any other form of liquidated damages under this Agreement.

#### EXHIBIT C

#### COMPENSATION

Buyer shall compensate Seller for the Product in accordance with this Exhibit C.

(a) <u>Renewable Rate</u>. Buyer shall pay Seller the Renewable Rate for each MWh of Generating Facility Energy, plus Deemed Delivered Energy in excess of the Curtailment Cap, if any, up to one hundred ten percent (110%) of the Expected Energy for each Contract Year. =

(b) Excess Contract Year Deliveries Over 110%. If, at any point in any Contract Year, the amount of Generating Facility Energy plus the amount of Deemed Delivered Energy in excess of the Curtailment Cap exceeds one hundred and ten percent (110%) of the Expected Energy for such Contract Year, the price to be paid for additional Generating Facility Energy or Deemed Delivered Energy shall be equal to the lesser of (a) the Delivery Point LMP for the Real Time Market for the applicable Settlement Interval or (b) for the Renewable Rate, but not less than \$0.00/MWh. If, at any point in any Contract Year, the amount of Generating Facility Energy plus the amount of Deemed Delivered Energy in excess of the Curtailment Cap exceeds for such Contract Year, no payment shall be owed by Buyer for any additional Generating Facility Energy or Deemed Delivered Energy.

(c) <u>Excess Settlement Interval Deliveries</u>. If during any Settlement Interval, Seller delivers Product amounts, as measured by the amount of Generating Facility Energy, in excess of the product of the Installed Generating Capacity *multiplied by* the duration of the Settlement Interval, expressed in hours ("<u>Excess MWh</u>"), 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 ("<u>Negative LMP Costs</u>").

(d) <u>Curtailment Payments</u>. Seller shall receive no compensation from Buyer for (i). Generating Facility Energy that is curtailed during any Curtailment Period, and (ii) Deemed Delivered Energy in amounts below the Curtailment Cap. Buyer shall pay for Deemed Delivered Energy above the Curtailment Cap at the Renewable Rate. The "Curtailment Cap" equals the Expected Energy per Contract Year, in MWh, equal to multiplied by the Guaranteed Capacity.

(e) <u>Storage Payment</u>. 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 payment ("<u>Storage Payment</u>") equal to the Storage Rate *multiplied by* the Storage Contract Capacity for such month; provided, however, that:





Such payment constitutes the entirety of the amount due to Seller from Buyer for the Storage Product. If the Storage Contract Capacity and/or Efficiency Rate are adjusted pursuant to a Capacity Test effective as of a day other than the first day of a calendar month, payment shall be calculated separately for each portion of the month in which the different Storage Contract Capacity and/or Efficiency Rate are applicable. The Storage Payment is also subject to adjustments pursuant to Section 3.8(b), if applicable.

(f) Liquidated Damages for Failure to Achieve Guaranteed Efficiency Rate. If during any month during the Delivery Term, the time-weighted-average Efficiency Rate applicable to such month is less than the Guaranteed Efficiency Rate, Seller shall owe liquidated damages to Buyer, which damages shall be calculated by *multiplying* (i) the total Charging Energy for such month, *by* (ii) the percentage amount by which such time-weighted-average Efficiency Rate is less than the Guaranteed Efficiency Rate, *by* (iii) the simple average of the Real-Time Market LMP at the Delivery Point during intervals in which the Storage Facility was charging during such month, which amount Seller shall set off against amounts payable by Buyer in the applicable monthly invoice.

(g) <u>PTC Amount</u>. If applicable, for new eligible PTC resources, during the period (not to exceed a total of one hundred twenty (120) consecutive months) in which Seller is receiving PTCs, Buyer shall also pay the PTC Amount for Deemed Delivered Energy in excess of the Curtailment Cap until the sum of Generating Facility Energy plus the amount of Deemed Delivered Energy in excess of the Curtailment Cap exceeds one hundred percent (100%) of the Expected Energy for such Contract Year.

(h) <u>Test Energy</u>. Test Energy is compensated in accordance with Section 3.6.

(i) <u>Tax Credits</u>. 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 the sale of Facility Energy is eligible for, or receives Tax Credits during the Contract Term.

#### EXHIBIT D

#### SCHEDULING COORDINATOR RESPONSIBILITIES

Buyer as Scheduling Coordinator for the Facility. Prior to the Commercial (a) Operation Date, Seller shall be the Scheduling Coordinator or designate a qualified third party to provide Scheduling Coordinator services with the CAISO for the Facility. Upon the Commercial Operation Date, 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 (as applicable) of Charging Energy, Facility Energy and the Product at the Delivery Point. At least thirty (30) days prior to the anticipated Commercial Operation Date, (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 then-anticipated Commercial Operation Date, 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 then-anticipated Commercial Operation Date. Except with Buyer's prior consent, Seller shall not declare a Commercial Operation Date that is earlier than the anticipated Commercial Operation Date provided to CAISO as the date for the transition from Seller's Scheduling Coordinator to Buyer's Scheduling Coordinator for the Facility pursuant to the prior sentence. The Parties acknowledge that they will need to provide the CAISO a fixed date for the transition of the Scheduling Coordinator for the Facility and that the actual Commercial Operation Date may be later than the date on which Buyer or its designee becomes recognized by CAISO as the Scheduling Coordinator for the Facility. The Parties will cooperate reasonably to minimize any such period and to coordinate CAISO scheduling for the Facility during such period, and Buyer will pass through to Seller all CAISO settlements relating to the Facility with respect to the period prior to the Commercial Operation Date promptly after Buyer or its designee receives such settlements from the CAISO. On and after the Commercial Operation Date, 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 Schedules 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 or real time basis, as determined by Buyer.

(b) <u>Notices</u>. 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 will 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 (in order of preference) telephonically, by electronic mail, transmission to the personnel designated to receive such information.

(c) <u>CAISO Costs and Revenues</u>. Except as otherwise set forth below, Buyer (as Scheduling Coordinator for the Facility) shall be responsible for CAISO costs (including Charging Energy costs, penalties, Imbalance Energy costs, and other charges) and shall be entitled

to all CAISO revenues (including credits, Imbalance Energy revenues, 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 assume all liability and reimburse Buyer for any and all Non-Availability Charges (as defined in the CAISO Tariff) and similar charges assessed against Buyer (as Scheduling Coordinator for the Facility) based on the Facility's failure to meet performance obligations applicable to the Facility as a Resource Adequacy Resource; provided 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 such Non-Availability Charges (as defined in the CAISO Tariff) or similar charges are the responsibility of Seller and for Seller's account (except to the extent such Non-Availability Charges or similar charges arise out of Buyer's failure to perform its duties as Scheduling Coordinator for the Facility). In addition, if during the Delivery Term, the CAISO implements or has implemented any sanction or penalty related to 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 any CAISO directive, or to perform in accordance with the outage notification requirements set forth in this Agreement, the cost of the sanctions or penalties shall be Seller's responsibility (except to the extent such sanctions or penalties arise out of Buyer's failure to perform its duties as Scheduling Coordinator for the Facility).

CAISO Settlements. Buyer (as the Facility's SC) shall be responsible for (d)all settlement functions with the CAISO related to the Facility with respect to the Delivery Term. 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 will 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 these 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 for performance prior to the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

(e) <u>Dispute Costs</u>. 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, except to the extent such dispute arises from Buyer's failure to perform its duties as Scheduling Coordinator for the Facility.

(f) <u>Terminating Buyer's Designation as Scheduling Coordinator</u>. 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.

(g) <u>Master File and Resource Data Template</u>. Seller shall provide the data to the CAISO (and to Buyer) that is required for the CAISO's Master 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. At least once per Contract Year, Seller shall review and confirm that the data provided for the CAISO's Master File and Resource Data Template (or successor data systems) for this Facility remains consistent with the actual operating characteristics of the Facility and update such data as appropriate.

(h) <u>NERC Reliability Standards</u>. 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 likely to potentially 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. Prevailing wage reports as required by Law.
- 12. Progress and schedule of all major agreements, contracts, permits, approvals, technical studies, financing agreements and major equipment purchase orders showing the start dates, completion dates, and completion percentages.
- 13. 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.
- 14. Workforce Development or Supplier Diversity Reporting (if applicable). Format to be provided by Buyer.
- 15. Any other documentation reasonably requested by Buyer.

# **EXHIBIT F-1**

# 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
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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**

# AVAILABLE CAPACITY

# [Available Generating Capacity, 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.

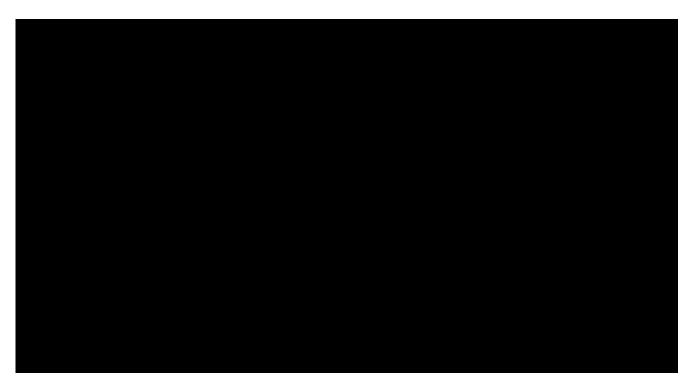
# EXHIBIT G

# **GUARANTEED ENERGY PRODUCTION DAMAGES CALCULATION**



1. "<u>Adjusted Energy Production</u>" shall mean the sum of the following: Generating Facility Energy + Deemed Delivered Energy + Lost Output.





3. No payment shall be due if the calculation of (a) (A - B - F), (b) (C - D), or (c) [(A - B - F) \* (C - D)] – (E), yields a negative number. Except as set forth in Section 2 of this <u>Exhibit G</u> with respect to Replacement Product, in no event will Buyer owe any payment to Seller pursuant to this <u>Exhibit G</u>.

4. Within one hundred twenty (120) 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) one hundred fifty (150) days after each Performance Measurement Period.

#### EXHIBIT H

#### FORM OF COMMERCIAL OPERATION DATE CERTIFICATE

This certification ("<u>Certification</u>") of Commercial Operation is delivered by [*LICENSED PROFESSIONAL ENGINEER*] ("<u>Engineer</u>") to San Diego Community Power Authority, a California joint powers authority ("<u>Buyer</u>") in accordance with the terms of that certain Renewable Power Purchase and Energy Storage Service Agreement dated [*DATE*] ("<u>Agreement</u>") 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 and the Storage Facility are fully operational, reliable and interconnected, fully integrated and synchronized with the Transmission System.
- 2. Seller has installed equipment for the Generating Facility with a nameplate capacity of no less than ninety-five percent (95%) of the Guaranteed Capacity.
- 3. Seller has installed equipment for the Storage Facility with a nameplate capacity of no less than ninety-five percent (95%) of the Storage Contract Capacity.
- 4. Seller has commissioned all equipment in accordance with its respective manufacturer's specifications.
- 5. Seller has demonstrated functionality of the Facility's communication systems and automatic generation control (AGC) interface to operate the Facility as necessary to respond and follow instructions, including an electronic signal conveying real time and intra-day instructions, directed by the Buyer in accordance with the PPA and/or the CAISO.
- 6. The Generating Facility's testing included a performance test demonstrating peak electrical output of no less than ninety-five percent (95%) of the Guaranteed Capacity for the Generating Facility at the Delivery Point, as adjusted for ambient conditions on the date of the Facility testing.
- 7. The Storage Facility is fully capable of charging, storing and discharging energy up to no less than ninety-five percent (95%) of the Storage Contract Capacity and receiving instructions to charge, store and discharge Energy, all within the operational constraints and subject to the applicable Operating Restrictions.
- 8. Authorization to parallel the Facility was obtained from the Participating Transmission Owner on [DATE].
- 9. The Transmission Provider has provided documentation supporting full unrestricted release for Commercial Operation \_\_\_\_\_[DATE]\_\_\_\_.
- 10. The CAISO has provided notification supporting Commercial Operation, in accordance with the CAISO Tariff on \_\_\_\_\_[DATE]\_\_\_\_.

- 11. Seller shall have caused the Generating Facility and the Storage Facility to be included in the Full Network Model and has the ability to offer Bids into the CAISO Day-Ahead and Real-Time Markets in respect of each of the Generating Facility and Storage Facility.
- 12. Seller has segregated and separately metered Station Use to the extent required in accordance with the retail service provider's tariff, and any such meter(s) have the same or greater level of accuracy as is required under the retail service provider's tariff.

#### EXECUTED by [LICENSED PROFESSIONAL ENGINEER]

this \_\_\_\_\_\_, 20\_\_\_.

#### [LICENSED PROFESSIONAL ENGINEER]

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_\_

#### EXHIBIT I

#### FORM OF INSTALLED CAPACITY CERTIFICATE

This certification ("<u>Certification</u>") of Installed Capacity is delivered by [*LICENSED PROFESSIONAL ENGINEER*] ("<u>Engineer</u>") to San Diego Community Power Authority, a California joint powers authority ("<u>Buyer</u>") in accordance with the terms of that certain Renewable Power Purchase and Energy Storage Service Agreement dated [*DATE*] ("<u>Agreement</u>") 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.

I hereby certify the following:

(a) The performance test for the Generating Facility demonstrated peak electrical output of \_\_\_\_\_ MW AC at the Delivery Point, as adjusted for ambient conditions on the date of the performance test ("<u>Installed Generating Capacity</u>");

(b) The Storage Capacity Test conducted on [DATE] demonstrated a maximum dependable operating capability that can be sustained for four (4) consecutive hours to discharge electric energy of \_\_\_ MW AC to the Delivery Point, in accordance with the testing procedures, requirements and protocols set forth in Section 4.9 and <u>Exhibit O</u> (the "<u>Installed Battery</u>"); and

(c) The sum of (a) and (b) is \_\_\_\_\_ MW AC and shall be the "<u>Installed Capacity</u>".

#### EXECUTED by [LICENSED PROFESSIONAL ENGINEER]

this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_.

#### [LICENSED PROFESSIONAL ENGINEER]

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title:

#### EXHIBIT J

#### FORM OF CONSTRUCTION START DATE CERTIFICATE

This certification of Construction Start Date ("<u>Certification</u>") is delivered by [SELLER ENTITY] ("<u>Seller</u>") to San Diego Community Power Authority, a California joint powers authority ("<u>Buyer</u>") in accordance with the terms of that certain Renewable Power Purchase and Energy Storage Service Agreement dated [*DATE*] ("<u>Agreement</u>") 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 <u>Exhibit B</u> 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 "<u>Construction Start Date</u>"); and
- (3) the precise Site on which the Facility is located is, which must be within the boundaries of the previously identified Site:

IN WITNESS WHEREOF, the undersigned has executed this Certification on behalf of Seller as this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_.

[SELLER ENTITY]

By: \_\_\_\_\_

Printed Name:

Title: \_\_\_\_\_\_

# EXHIBIT K

#### FORM OF LETTER OF CREDIT

[Issuing Bank Letterhead and Address]

#### IRREVOCABLE STANDBY LETTER OF CREDIT NO. [XXXXXXX]

Date: Bank Ref.: Amount: US\$[XXXXXXX] Expiry Date:

Beneficiary:

San Diego Community Power Authority PO Box 12716 San Diego, CA 92112

Ladies and Gentlemen:

By the order of \_\_\_\_\_\_ ("Applicant"), we, [insert bank name and address] ("Issuer") hereby issue our Irrevocable Standby Letter of Credit No. [XXXXXX] (the "Letter of Credit") in favor of San Diego Community Power, a California joint powers authority ("Beneficiary"), for an amount not to exceed the aggregate sum of U.S. \$[XXXXX] (United States Dollars [XXXXX] and 00/100), pursuant to that certain Renewable Power Purchase and Energy Storage Service Agreement dated as of \_\_\_\_\_\_ and as amended (the "Agreement") between Applicant and Beneficiary. This Letter of Credit shall become effective immediately and shall renew annually until terminated in accordance with the terms hereof (the "Expiration Date").

Funds under this Letter of Credit are available to Beneficiary by valid presentation on or before the Expiration Date of a dated statement purportedly signed by your duly authorized representative, in the form attached hereto as Exhibit A, containing one of the two alternative paragraphs set forth in paragraph 2 therein, referencing our Letter of Credit No. [XXXXXX] ("Drawing Certificate").

The Drawing Certificate may be presented by (a) physical delivery, (b) as a PDF attachment to an e-mail to [*bank email address*] or (c) facsimile to [bank fax number [XXX-XXX-XXX]] confirmed by [e-mail to [*bank email address*]]. Transmittal by facsimile or email shall be deemed delivered when received.

The original of this Letter of Credit (and all amendments, if any) is not required to be presented in connection with any presentment of a Drawing Certificate by Beneficiary hereunder in order to receive payment.

We hereby agree with Beneficiary that all documents presented under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation to Issuer on or before the

Expiration Date. All payments made under this Letter of Credit shall be made with Issuer's own immediately available funds by means of wire transfer in immediately available United States dollars to Beneficiary's account as indicated by Beneficiary in its Drawing Certificate or in a communication accompanying its 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.

This Letter of Credit may only be terminated upon sixty (60) days' prior written notice from Issuer to Beneficiary by registered mail or overnight courier service that Issuer elects not to extend this Letter of Credit, in which case it will expire on the date specified in such notice. 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.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce Publication No. 600 (the "UCP"), except to the extent that the terms hereof are inconsistent with the provisions of the UCP, including but not limited to Articles 14(b) and 36 of the UCP, in which case the terms of this Letter of Credit shall govern. In the event of an act of God, riot, civil commotion, insurrection, war or any other cause beyond Issuer's control (as defined in Article 36 of the UCP) that interrupts Issuer's business and causes the place for presentation of the Letter of Credit to be closed for business on the last day for presentation, the Expiration Date of the Letter of Credit will be automatically extended without amendment to a date thirty (30) calendar days after the place for presentation reopens for business.

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. [XXXXXX]. For telephone assistance, please contact Issuer's Standby Letter of Credit Department at [XXX-XXX-XXX] 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: San Diego Community Power, Chief Financial Officer, PO Box 12716, San Diego, CA 92112. 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]

# (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 San Diego Community Power, a California joint powers authority, PO Box 12716, San Diego, CA 92112, as beneficiary (the "Beneficiary") of the Irrevocable Letter of Credit No. [XXXXXX] (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 and Energy Storage Service Agreement dated as of \_\_\_\_\_\_, 20\_\_ (the "Agreement").
- Beneficiary is making a drawing under this Letter of Credit in the amount of U.S.

   <u>because a Seller Event of Default (as such term is defined in the Agreement)</u> has occurred or other occasion provided for in the Agreement where Beneficiary is authorized to draw on the letter of credit 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 San Diego Community Power 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 San Diego Community Power by wire transfer in immediately available funds to the following account:

[Specify account information]

San Diego Community Power

Name and Title of Authorized Representative

Date\_\_\_\_\_

# EXHIBIT L

# FORM OF GUARANTY

This Guaranty (this "<u>Guaranty</u>") is entered into as of [\_\_\_\_] (the "<u>Effective Date</u>") by and between [\_\_\_], a [\_\_\_] ("<u>Guarantor</u>"), and San Diego Community Power, a California joint powers authority (together with its successors and permitted assigns, "<u>Buyer</u>").

### **Recitals**

A. Buyer and [*SELLER* ENTITY], a \_\_\_\_\_\_ ("<u>Seller</u>"), entered into that certain Renewable Power Purchase and Energy Storage Service Agreement (as amended, restated or otherwise modified from time to time, the "<u>PPA</u>") dated as of [\_\_\_], 20\_\_\_.

B. Guarantor is entering into this Guaranty as Performance Security to secure Seller's payment 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.

#### <u>Agreement</u>

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"). 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. Notwithstanding anything to the contrary in this Guaranty, the Guaranteed Amount shall in no circumstances exceed the amount of Seller's Performance Security under the PPA, provided that Seller shall remain subject to the replenishment obligation pursuant to Section 8.8 of the PPA following a draw of the Performance Security.

**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 PPA. 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), or (y) 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 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 (except any such extension provided by duly executed amendment to the PPA), 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, statue 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 (except for any such defenses based on fraud by Buyer), or (C) Seller's inability to pay any Guaranteed Amount or perform its obligations under the PPA;

<u>provided</u> 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 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

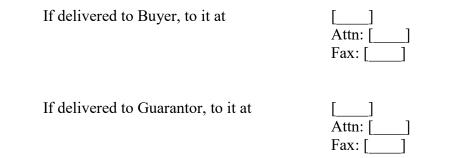
(iv) the failure by Buyer or any other Person to create, preserve, validate, perfect or protect any security interest granted to, or in favor of, Buyer or any Person.

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 [*limited liability company*][corporate] 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 (4) 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.



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 San Diego, 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.

[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:	
---------------	--

#### BUYER:

[\_\_\_\_]

By:			

Printed Name:\_\_\_\_\_

Title:\_\_\_\_\_

|--|

Printed Name:\_\_\_\_\_

#### EXHIBIT M

#### FORM OF REPLACEMENT RA NOTICE

This Replacement RA Notice (this "<u>Notice</u>") is delivered by [SELLER ENTITY] ("<u>Seller</u>") to San Diego Community Power, a California joint powers authority ("<u>Buyer</u>") in accordance with the terms of that certain Renewable Power Purchase and Energy Storage Service Agreement dated ("<u>Agreement</u>") 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(b) of the Agreement, Seller hereby provides the below Replacement RA product information:

#### Unit Information<sup>1</sup>

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		

<sup>&</sup>lt;sup>1</sup> To be repeated for each unit if more than one.

# [SELLER ENTITY]

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title:

# EXHIBIT N

# NOTICES

<b>Pelicans Jaw Solar, LLC</b> ("Seller")	SAN DIEGO COMMUNITY POWER ("Buyer")
All Notices:	All Notices:
Street: 3 Lagoon Dr., Suite 280	PO Box 12716
City: Redwood City, CA	San Diego, CA 92112
Attn: SBE Legal	Attn: Byron Vosburg, Director of Power
	Services
Phone: 650-731-3262	Phone: (619) 880-6545
Email: amus@sbenergy.com	Email: bvosburg@sdcommunitypower.org
Reference Numbers:	Reference Numbers:
Duns:	Duns:
Federal Tax ID Number:	Federal Tax ID Number:
Invoices:	Invoices:
Attn: <u>SBE Asset Mgmt</u>	Attn: SDCP Settlements
Phone: 650-443-7064	Phone: (619) 880-6545
Email: amus@sbenergy.com	Email: settlements@sdcommunitypower.org
Scheduling:	Scheduling:
Attn: <u>SBE Asset Mgmt</u>	Tenaska Power Services Co.
Phone: 650-443-7064	Attn: Kara Whillock
Email: amus@sbenergy.com	Phone: (972) 333-6122
	Email: kwhillock@tnsk.com
	Day Ahead: (817) 303-1115
	Real Time: (817) 303-1852
	Facsimile: (817) 303-1104
Confirmations:	Confirmations:
Attn: <u>SBE Asset Mgmt</u>	Attn: SDCP Settlements
Phone: 650-443-7064	Phone: (619) 880-6545
Email: amus@sbenergy.com	Email: settlements@sdcommunitypower.org
Payments:	Payments:
Attn: <u>SBE Asset Mgmt</u>	Attn: Michael Maher
Phone: 650-443-7064	Phone: (415) 526-3020
Email: amus@sbenergy.com	Email: mmaher@mahercpa.com
Wire Transfer:	Wire Transfer:
BNK:	BNK:
ABA:	ABA:
ACCT:	ACCT:

Pelicans Jaw Solar, LLC ("Seller")	SAN DIEGO COMMUNITY POWER ("Buyer")
With additional Notices of an Event of	With additional Notices of an Event of
Default to:	Default to:
Attn: Ryan Bates, VP General Counsel	Best, Best & Krieger
3 Lagoon Dr., Suite 280	Attn: Ryan Barron, General Counsel
Redwood City, CA 94065	655 West Broadway, 15th Floor
Phone: 650-731-3262	San Diego, CA 92101
Facsimile:	Phone: (949) 263-6568
Email: ryan@sbenergy.com,	Email: ryan.baron@bbklaw.com
legalus@sbenergy.com	
Emergency Contact:	Emergency Contact:
Attn: <u>SBE Asset Mgmt</u>	Attn: Byron Vosburg, Director of Power
Phone: 650-443-7064	Services
Email: amus@sbenergy.com	Phone: (619) 880-6545
	Email: bvosburg@sdcommunitypower.org

# **EXHIBIT O**

#### STORAGE CAPACITY TESTS

#### **Storage Capacity Test Notice and Frequency**

A. <u>Commercial Operation Date Storage Capacity Test</u>. Upon no less than ten (10) Business Days prior Notice to Buyer, Seller shall schedule and complete a Storage Capacity Test prior to the Commercial Operation Date. Such initial Storage Capacity Test (and any subsequent Commercial Operation Storage Capacity Test permitted in accordance with Section 5 of <u>Exhibit B</u>) shall be performed in accordance with this <u>Exhibit O</u> and shall establish the initial Storage Contract Capacity and initial Efficiency Rate hereunder based on the actual capacity and capabilities of the Storage Facility determined by such Storage Capacity Test(s).

B. Subsequent Storage Capacity Tests. Following the Commercial Operation Date, , upon no less than 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 prior Notice to Seller if Buyer provides data with such Notice reasonably indicating that the Storage Capacity has varied materially from the results of the most recent Storage Capacity Test. Seller shall have the right to run a retest of any Storage Capacity Test at any time upon prior Notice to Buyer (or any shorter period reasonably acceptable to Buyer consistent with Prudent Operating Practice).

C. Test Results and Re-Setting of Storage Contract Capacity and Efficiency Rate. No later than following any Storage 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(c) of the Agreement, Part II.J and Part II.K below, the actual Efficiency Rate and Storage Contract Capacity determined pursuant to a Storage Capacity Test (in the case of the Storage Contract Capacity, up to, but not in excess of, the original Storage Contract Capacity set forth on the Cover Sheet, as such original Storage Contract Capacity on the Cover Sheet may have been adjusted (if at all) pursuant to Section 5 of Exhibit B) shall become the new Storage Contract Capacity and Efficiency Rate at the beginning of the day following the completion of the test for calculating the Storage Payment and all other purposes under this Agreement.

#### **Storage Capacity Test Procedures**

#### PART I. GENERAL.

Each Storage Capacity Test (including the initial Storage Capacity Test and all re-performances thereof) shall be conducted in accordance with Prudent Operating Practices, the Operating Restrictions, and the provisions of this <u>Exhibit O</u>. For ease of reference, a Storage Capacity Test is sometimes referred to in this <u>Exhibit O</u> as a "<u>SCT</u>". Buyer or its representative may be present

for the SCT and may, for informational purposes only, use its own metering equipment (at Buyer's sole cost).

PART II. REQUIREMENTS APPLICABLE TO ALL STORAGE CAPACITY TESTS.

Note: Seller shall have the right and option in its sole discretion to install storage capacity in excess of the initial Storage Contract Capacity of 118.5 MW; provided, for all purposes of this Agreement, the amount of Storage Contract Capacity shall never be deemed to exceed 118.5 MW.

- A. <u>Purpose of Test</u>. Each SCT shall:
  - (1) Determine an updated Storage Contract Capacity;
  - (2) Determine the amount of Energy required to fully charge the Storage Facility;
  - (3) Determine the Storage Facility charge Ramp Rate;
  - (4) Determine the Storage Facility discharge Ramp Rate; and
  - (5) Determine an updated Efficiency Rate.
- B. <u>Test Elements</u>. Each SCT shall include the following test elements:
  - The measurement of Charging Energy, as measured by the Storage Facility Meter or other mutually agreed meter, that is required to charge the Storage Facility up to the Maximum Stored Energy Level not to exceed the Storage Contract Output (MWh) ("<u>Energy In</u>");
  - The measurement of Discharging Energy, as measured by the Storage Facility Meter or other mutually agreed meter, that is discharged from the Storage Facility to the Delivery Point until the Stored Energy Level reaches zero MWh as indicated by the battery management system ("<u>Energy Out</u>");
  - Electrical output at maximum discharging capacity at the Storage Facility Meter (MW);
  - Electrical input at maximum charging capacity at the Storage Facility Meter (MW);
  - Amount of time between the Storage Facility's electrical output going from 0 to maximum discharging capacity;
  - Amount of time between the Storage Facility's electrical input going from 0 to maximum charging capacity;

- Amount of energy required to go from 0% Stored Energy Level to 100% Stored Energy Level.
- C. <u>Parameters</u>. During each SCT, the following parameters shall be measured and recorded simultaneously for the Storage Facility, at ten (10) minute intervals:
  - (1) discharge time (minutes);
  - (2) charging energy (MWh);
  - (3) discharging energy (MWh);
  - (4) Stored Energy Level (MWh).
- D. <u>Site Conditions</u>. During each SCT, 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).
- E. <u>Test Conditions</u>.
  - (i) <u>General</u>. At all times during a SCT, the Storage Facility shall be operated in compliance with Prudent Operating Practices and all operating protocols recommended, required or established by the manufacturer for operation at Maximum Discharging Capacity and Maximum Charging Capacity (as each is defined in <u>Exhibit Q</u>).
  - (ii) <u>Abnormal Conditions</u>. If abnormal operating conditions that prevent the recordation of any required parameter occur during a SCT, Seller may postpone or reschedule all or part of such SCT in accordance with Part II.G below.
  - (iii) <u>Instrumentation and Metering</u>. Seller shall provide all instrumentation, metering and data collection equipment required to perform the SCT. The instrumentation, metering and data collection equipment electrical meters shall be calibrated in accordance with Prudent Operating Practice.
- F. <u>Incomplete Test</u>. If any SCT is not completed in accordance herewith, Buyer may in its sole discretion: (i) accept the results up to the time the SCT stopped; (ii) require that the portion of the SCT not completed, be completed within a reasonable specified time period; or (iii) require that the SCT be entirely repeated. Notwithstanding the above, if Seller is unable to complete a SCT due to a Force Majeure Event or the actions or inactions of Buyer or the CAISO or the PTO or the

Transmission Provider, Seller shall be permitted to reconduct such SCT on dates and at times reasonably acceptable to the Parties.

- G. <u>Final Report</u>. Within after the completion of any SCT, Seller shall prepare and submit to Buyer a written report of the results of the SCT, which report shall include:
  - (1) a record of the personnel present during the SCT that served in an operating, testing, monitoring or other such participatory role;
  - (2) the measured data for each parameter set forth in Part II.A through C, including copies of the raw data taken during the test;
  - (3) the level of Storage Contract Capacity, Energy In, Energy Out, Efficiency Rate, Charging Capacity, the current charge and discharge Ramp Rate, and Stored Energy Level determined by the SCT, including supporting calculations; and
  - (4) Seller's statement of either Seller's acceptance of the SCT or Seller's rejection of the SCT results and reason(s) therefor.

Within after receipt of such report, Buyer shall notify Seller in writing of either Buyer's acceptance of the SCT results or Buyer's rejection of the SCT and reason(s) therefor.

If either Party rejects the results of any SCT, such SCT shall be repeated in accordance with Part II.F.

- H. Supplementary Storage Capacity Test Protocol. No later than prior to commencing Facility construction, Seller shall deliver to Buyer for its review and approval (such approval not to be unreasonably delayed or withheld) an updated supplement to this <u>Exhibit O</u> with additional and supplementary details, procedures and requirements applicable to Storage Capacity Tests based on the then current design of the Facility ("<u>Supplementary Storage Capacity Test</u> <u>Protocol</u>"). 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 Storage Capacity Test Protocol (and each update thereto), once approved by Buyer, shall be deemed an amendment to this <u>Exhibit O</u>.
- I. <u>Adjustment to Storage Contract Capacity</u>. 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) the original Storage Contract Capacity set forth on the Cover Sheet, as such original Storage Contract Capacity on the Cover Sheet may have been adjusted (if at all) under Section 5 of Exhibit B, multiplied by (ii) four (4) hours), shall be divided by four (4) hours to determine the Storage Contract Capacity, which shall be expressed in MW AC, and

shall be the new Storage Contract Capacity in accordance with Section 4.9(c) of the Agreement until updated pursuant to a subsequent Storage Capacity Test.

J. <u>Adjustment to Efficiency Rate</u>.

The total amount of Energy Out (as reported in Part II.B above) divided by the total amount of Energy In (as reported in Part II.B above), and expressed as a percentage, shall be the new Efficiency Rate, and shall be used for the calculation of liquidated damages (if any) under Exhibit C until updated pursuant to a subsequent Storage Capacity Test.

#### Part III. INITIAL SUPPLEMENTARY STORAGE CAPACITY TEST PROTOCOL

A. Initial Supplementary Storage Capacity Test Protocol

The initial Supplementary Storage Capacity Test Protocol outlined below shall not be binding on the Parties until delivery of the Supplementary Storage Capacity Test Protocol in accordance with Part II.I above and is included for the convenience of the Parties.

- <u>Procedure</u>:
  - (1) System Starting State: The Storage Facility shall be balanced using OEM procedures as appropriate and will be in the on-line state at the Minimum Storage Level.
  - (2) Record the initial value of the Storage Facility State-of-Charge ("<u>SOC</u>").
  - (3) Charge the Storage Facility at the Maximum Charging Capacity until the battery reaches the maximum SOC allowed at that rate. Continue charging the Storage Facility at the fixed maximum battery voltage (CV charging). Stop the Storage Facility charge routine when the battery has reached the desired SOC, not to exceed six hours of charging.
  - (4) Record and store the AC energy charged to the Storage Facility as measured at the Storage Facility Meter at the Storage Facility Metering Point associated with Charging Energy ("<u>Energy In</u>"). All separately metered Storage Facility Station Use shall be excluded from the measurement of Energy In.
  - (5) 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 Capacity 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 the Minimum Storage Level, or (c) the sustained discharging level is at least 2% less than the Maximum Discharging Capacity.

- (6) Record and store the AC Energy discharged (in MWh) as measured at the Storage Facility Meter. Such data point shall be used for purposes of calculation of the Storage Capacity.
- (7) Record and store the AC Energy charged (in MWh) as measured at the Storage Facility Metering Point associated with Charging Energy. Such data point shall be used for purposes of calculation of the Efficiency Rate.
- (8) If the Storage Facility has not reached the Minimum Storage Level pursuant to Part III.A.5, continue discharging the Storage Facility until it reaches the Minimum Storage Level.
- (9) Record and store the AC Energy discharged (in MWh) as measured at the Storage Facility Metering Points. "Energy Out" means that total AC Energy discharged (in MWh) as measured at the Storage Facility Metering Point associated with Charging Energy from the commencement of discharging pursuant to Part III.A.5 until the Storage Facility has reached the Minimum Storage Level pursuant to either Part III.A.5 or Part III.A.8, as applicable. All separately metered Storage Facility Station Use shall be excluded from the measurement of Energy Out.
- <u>Test Results</u>:
  - (1) The resulting Efficiency Rate is calculated as Energy Out/Energy In.
  - (2) The resulting Storage Capacity measurement is the sum of the total Discharging Energy at the Storage Facility Meter divided by four (4) hours.

#### EXHIBIT P

#### ANNUAL STORAGE AVAILABILITY CALCULATION

Seller shall calculate the "<u>Annual Storage Availability</u>" for a given month of the Delivery Term using the formula set forth below:

Annual Storage Availability (%) =

 $[AVAILHRS_y + EXCUSEDHRS_m]$ 

[YRTHRS<sub>y</sub>]

Where:

*y* = relevant year "y"" in which Annual Storage Availability is calculated;

YRHRS<sub>m</sub> is the total number of hours for the relevant Contract Year;

AVAILHRS<sub>m</sub> is the total number of hours, or partial hours, in the month during which the Storage Facility was available to charge and discharge Energy between the Storage Facility and the Delivery Point and to provide Ancillary Services at the Delivery Point (excluding, for avoidance of doubt, all circumstances at the high-voltage side of the Delivery Point or beyond that may limit Seller's delivery of Product). If the Storage Facility is available pursuant to the preceding sentence during any applicable hour, or partial hour, but for less than the full amount of the Storage Contract Capacity, the AVAILHRS<sub>m</sub> for such time period shall be calculated by multiplying such AVAILHRS<sub>m</sub> by a percentage determined by dividing (a) by (b); where (a) is the lower of (i) such Storage Capacity amount reported as available by Seller's real-time EMS data feed to Buyer for the Storage Facility for such hours, or partial hours, and (ii) Seller's most recent Availability Notice, and (b) is the Storage Contract Capacity; and



If the Storage Facility or any component thereof was previously deemed unavailable for an hour or part of an hour, and Seller provides a revised Notice indicating the Storage Facility is available for that hour or part of an hour by 5:00 a.m. of the morning Buyer schedules or bids the Storage

Facility in the Day-Ahead Market, the Storage Facility will be deemed to be available to the extent set forth in the revised Notice.

<u>Availability Adjustment.</u> If the Annual Storage Availability during any Contract Year of the Delivery Period is less than the Guaranteed Storage Availability, then Seller shall owe Buyer an Availability Adjustment Payment for such Contract Year, where "<u>Availability Adjustment</u> <u>Payment</u>" means an amount equal to the product of (a) the sum of the Monthly Capacity Payments for the months in such Contract Year, multiplied by (b) the Availability Adjustment for such Contract Year.

The applicable "<u>Availability Adjustment</u>" or "<u>AA</u>" is calculated as follows:



#### **EXHIBIT Q**

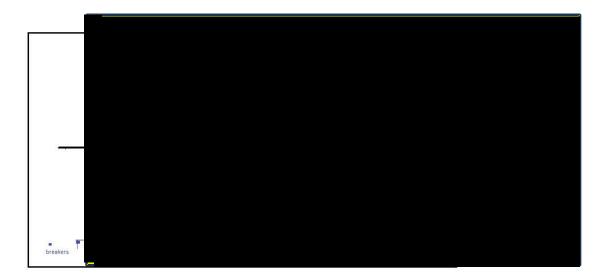
#### **OPERATING RESTRICTIONS**

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 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 <u>Exhibit Q</u>, (iii) will include protocols and parameters for Seller's operation of the Storage Facility in the absence of Discharging Notices or other similar instructions from Buyer relating to the use of the Storage

Regulation up is included:	Yes
Regulation down is included:	Yes
Black start is included:	No
Voltage support is included:	No

# EXHIBIT R

# **METERING DIAGRAM**



# EXHIBIT S

#### WORKFORCE DEVELOPMENT

#### Sample Supplier Diversity Survey

Please note that not all questions may apply to your business. For the questions that do not apply, please skip them or answer "Not Applicable" or "Decline to State."

Pursuant to Proposition 209, SDCP does not give preferential treatment based on race, sex, color, ethnicity, or national origin. Providing information in these categories is optional and will not impact your participation in any future SDCP solicitation selection process. Responses are collected for informational and reporting purposes only pursuant to Senate Bill (SB) 255.

\*Required

1. Business Name\*

2. Email Address\*

3. Where is your business located/headquartered?

4. Is your business certified under General Order 156 (GO 156)? GO 156 is a California Public Utilities Commission ruling that requires utility entities to report annually on their contracts with majority women-owned, minority owned, disabled veteran-owned and LGBT-owned business enterprises (WMDVLGBTEs) in all categories. Qualified businesses become GO 156 Certified through the CPUC and are then added to the GO 156 Clearinghouse database at www.thesupplierclearinghouse.com\*

Yes

No

Qualified as a WMDVLGBTBE but not GO 156 certified

5. If you answered "yes" to Question 4, when does your certification expire?

6. If you answered "yes" or "qualified, but not certified" to Question 4, in which categories are you certified or qualified? Please choose all that apply.

Minority Owned Women Owned LGBT Owned Disabled Veteran Owned Small Business Enterprise, as defined by 8(d) of the Small Business Act

7. If your business is a minority-owned business enterprise, what GO156 certification or qualification does your business fall under?

Black American

Hispanic American

Asian Pacific American

Native American

8. Please list the Standardized Industrial Code (SIC) of the products and services your business offers. Search for your SIC in the "Commodity Codes" search bar, here: https://sch.thesupplierclearinghouse.com/FrontEnd/SearchCertifiedDirectory. asp.

9. If certified under GO 156, please list your annual business revenue as reported to the CPUC Supplier Clearinghouse. You may check your CPUC Supplier Clearinghouse status here: https://sch.thesupplierclearinghouse.com/ FrontEnd/SearchCertifiedDirectory.asp.

10. If your business is qualified, but not GO 156 certified, please identify the reasons for not completing the certification process?

11. If your business has used GO 156 certified subcontractors for your SDCP contract, please include a list of your subcontractor business names, if the subcontract is for products or services, and the anticipated subcontract amount. Example: Electrical Design Technology, Inc.; products (batteries); \$100,000.

12. If applicable, please describe any hiring policies your business has for using small, local, and/or economically disadvantaged subcontractors or for using subcontractors that qualify for the GO 156 Supplier Clearinghouse.

13. Does your business have a history of using apprenticeship programs, local-hires, union labor, or multi-trade project labor agreements? Local hires can be defined as labor-sourced from within SDCP's service area.

Yes, apprenticeship programs in this recent contract with SDCP

Yes, local labor in this recent contract with SDCP

Yes, union labor in this recent contract with SDCP

Yes, multi-trade PLA in this recent contract with SDCP

Yes, apprenticeship programs but not in this contract with SDCP

Yes, history of local hire but not in this contract with SDCP

Yes, history of union labor but not in this contract with SDCP

Yes, history of multi-trade PLA but not in this contract with SDCP

Uses California-based labor, but not local to SDCP's service areas

None of the above

Not applicable

14. Are you a small business? Please refer to the Small Business Association' Size Standards tool for more information: https://www.sba.gov/sizestandards.

Yes

No

15. If you answered "yes" to Question 14, please describe your history with labor agreements, union labor, multi-trade labor, apprenticeship labor, or how many local workers/businesses you employ for your contract with SDCP.

16. Is there any additional feedback that you would like to provide to SDCP at this time?

17. Does the bidder have formal initiatives to promote diversity, equity, and inclusion among its workforce?

18. If the answer to question 33 is "Yes", please explain and provide supporting documentation.

19. Has the bidder adopted formal Environmental, Social, and Governance (ESG) goals?

20. If the answer to question 36 is "Yes", please explain and provide supporting documentation.



#### SAN DIEGO COMMUNITY POWER Staff Report – Item 18

То:	San Diego Community Power Board of Directors
From:	Byron Vosburg, Managing Director, Power Services; and Kenny Key, Director of Power Contracts
Via:	Karin Burns, Chief Executive Officer
Subject:	Resource Adequacy Agreement with SE US Development, LLC
Date:	January 18, 2024

#### RECOMMENDATION

Adopt the proposed Resource Adequacy Agreement with SE US Development, LLC and authorize the CEO to execute the agreement.

# BACKGROUND

As San Diego Community Power (SDCP) strives to meet its environmental, financial, and regulatory compliance goals and requirements, long-term contracts of at least 10 years in duration are integral components of its portfolio. Long-term contracts provide renewable generation and clean energy storage facility developers with the certain revenue stream against which they can finance up-front capital requirements, so each long-term contract that SDCP signs with a developing facility will underpin a new, incremental project. In addition, long-term contracts lock in energy and capacity supply around which SDCP can build its power supply portfolio while also providing power supply cost certainty around which SDCP can develop its pro forma financial model.

In D.21-06-025, the California Public Utilities Commission (CPUC) required each Load Serving Entity (LSE) in California to make significant long-term purchase commitments for resource adequacy from new, incremental generation and storage facilities that will achieve commercial operation during 2023 through 2026. Further, Decision 23-02-040 allowed LSEs to contract for long-lead time resources, including long duration storage, with commercial operations out into 2028 to meet its resource adequacy requirements.

The proposed Resource Adequacy Agreement is for resource adequacy benefits from a 402 MW/1,208 MWh, 4-hour battery energy storage facility ("Athos") with SE US Development, LLC, a subsidiary of SB Energy ("SBE"). The Agreement originated from an offer SDCP received in late 2023 via its 2023 Request for Information for projects seeking to apply to the CAISO Transmission Planning Process in 2024. SDCP engaged

with SBE after short-listing the project and has reached terms mutually agreeable to both parties.

## ANALYSIS AND DISCUSSION

Staff negotiated the attached resource adequacy Agreement for the purchase of resource adequacy benefits from the Athos project, which is a standalone battery storage project to be developed in Riverside County by SBE.

Below is additional information regarding SBE and the Agreement.

Background on SBE:

- SBE is a California-based solar and storage developer, owning and operating 1.4 GWac of solar projects in US, including 450 MWac of solar projects operating in California with 3 GWac of solar and 4.5 GWac of storage in its California pipeline, including the Pelicans Jaw project.
- Founded in 2019, SBE is backed by SoftBank Group Corp. and Ares Climate Infrastructure, allowing SBE to finance 100% of the projects it develops, owns, and operates.
- In December 2023, SBE received "Renewables Deal of the Year" award from Project Finance International (PFI) for reaching financial close on 1.3 GWs of solar projects and being among the first to take advantage of the domestic content adder, a provision in the IRA designed to strengthen America's manufacturing base.
- SBE is sourcing solar modules, trackers, and structural steel domestically for several of its projects.

Contract Overview – Athos

- Project Nameplate Capacity: 402 MW/1,208 MWh (4-hour) lithium-ion battery energy system
- Project location: Kern County, California
- Guaranteed commercial operation date: June 1, 2026
- Deliverability: Contract is contingent on SBE obtaining delivery for the Athos project via the CAISO Transmission Planning Process in 2024
- Contract term: 5 years
- Pricing: Fixed price

- SDCP would receive financial compensation in the event of seller's failure to successfully achieve certain development milestones as well as seller's failure to meet guaranteed resource adequacy guarantees once the project is operational.
- SDCP would receive an option to contract with SBE a full energy service storage agreement for the Athos project for deliveries beginning in 2029 should the project obtain deliverability in the 2024 CAISO Transmission Plan Process

Community Benefits:

- Project development will bring approximately 45-50 clean-energy jobs during construction and approximately 1 full-time equivalent jobs during operations.
- The project is committed to executing a Project Labor Agreement and will identify the unions involved when the agreement is negotiated.
- The project will be developed at SBE's operating Athos I & II solar projects, minimizing any impacts on the surrounding communities.

#### **COMMITTEE REVIEW**

None.

### **FISCAL IMPACT**

The competitive capacity pricing of the Agreement is confidential, but the long-term purchase of resource adequacy will provide SDCP with significant value and cost certainty over the term of this Agreement.

## ATTACHMENTS

Attachment A: Resource Adequacy Agreement with SE US Development, LLC

# RESOURCE ADEQUACY AGREEMENT COVER SHEET

# A. Parties

Seller: SE US Development, LLC, a Delaware limited liability company

Buyer: San Diego Community Power, a California joint powers authority

# B. <u>Primary Unit Information</u>

Unit Name:	Athos Storage B
Location:	Riverside County north of I-10 and approximately 4 miles northeast of the town of Desert Center
CAISO Resource ID:	[to be provided by Seller prior to start of Delivery Term]
Unit SCID:	[to be provided by Seller prior to start of Delivery Term]
Unit NQC:	402.3 MW (expected)
Unit EFC:	804.6 MW (expected)
Resource Type:	Battery Energy Storage System
Resource Category (1, 2, 3 or 4):	1
FCR Category (1, 2 or 3):	2
Path 26 (North or South):	South
Local Capacity Area (if any, as of Effective Date):	Not Applicable
Deliverability restrictions, if any, as described in most recent CAISO deliverability assessment:	None (as of the Effective Date)
Run Hour Restrictions	None (as of the Effective Date)

### C. <u>RA Product and Attributes</u>

Throughout the Delivery Term, Seller shall provide Buyer with the Designated RA Capacity having the following attributes:

 $\boxtimes$  RAR Attributes

 $\boxtimes$  RAR Attributes with FCR Attributes

□ LAR Attributes

□ LAR Attributes with FCR Attributes

⊠ FCR Attributes

#### D. Delivery Term

The Delivery Term is five (5) Contract Years.

#### E. Contract Quantities

The Contract Quantities for each Showing Month of the Delivery Term shall be:

RAR Attributes: Four Hundred Two and Three-Tenths (402.3) MW NQC

FCR Attributes: Eight Hundred Four and Six-Tenths (804.6) MW EFC

### F. Contract Price

The Contract Price shall be: multiplied by the Contract Quantity of RAR Attributes delivered during each Showing Month of the Delivery Term.

#### G.

Development Security: \$ /kW multiplied by the Contract Quantity of RAR Attributes.

Performance Security: \$ /kW multiplied by the Contract Quantity of RAR Attributes.

### H. <u>Milestones</u>

Milestone	Date for Completion
Site Control obtained	
Federal and State permits obtained	
Interconnection Agreement executed	
Construction Start expected	
Deliverability Outside Date	
Guaranteed Initial Delivery Date	

# I. <u>Contract Capacity</u>

402.3 MW-AC at four (4) hours of continuous discharge.

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#### PREAMBLE

This Resource Adequacy Agreement ("<u>Agreement</u>") is entered into between **SE US Development**, **LLC**, a Delaware limited liability company ("<u>Seller</u>") and **San Diego Community Power**, a California joint powers authority ("<u>Buyer</u>"), each individually a "<u>Party</u>" and together the "<u>Parties</u>," as of January **1999**, 2024 (the "<u>Effective Date</u>"). 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 Primary Unit; 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 "<u>Affiliate</u>" means, with respect to any person, any other person (other than an individual) that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such person. For this purpose, "control" means the direct or indirect ownership of fifty percent (50%) or more of the outstanding capital stock or other equity interests having ordinary voting power.
- **1.2** "<u>Agreement</u>" has the meaning set forth in the Preamble.
- 1.3 "<u>Alternate Capacity</u>" means any replacement RA Capacity having at least equivalent RAR Attributes, LAR Attributes and/or FCR Attributes as the Product provided by the Primary Unit; *provided*, if any portion of the Designated RA Capacity that Seller is seeking to replace is Designated RA Capacity having RAR Attributes and no LAR Attributes, and no such RAR capacity is available (such capacity shall also include FCR Attributes if this is a Flexible RA Product), then Seller may replace such portion of the Designated RA Capacity with capacity having RAR Attributes and LAR Attributes (as well as FCR Attributes if this is a Flexible RA Product).
- 1.4 "<u>Applicable Laws</u>" means any law, rule, regulation, order, decision, judgment, or other legal or regulatory determination by any Governmental Body having jurisdiction over one or both Parties or this Agreement, including without limitation, the Tariff.
- **1.5** "<u>Availability Incentive Payments</u>" means Availability Incentive Payments as defined in the Tariff.
- **1.6** "<u>Availability Standards</u>" means Availability Standards as defined in the Tariff.
- **1.7** "<u>Bankrupt</u>" means with respect to any entity, such entity (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, or has any such petition filed or commenced against it and such petition filed or commenced against it is not stayed or dismissed within ninety (90) days thereafter, (b) makes an assignment or any general arrangement for the benefit of creditors, (c) otherwise becomes bankrupt or insolvent (however evidenced), (d) 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 (e) is generally unable to pay its debts as they fall due.

- **1.8** "<u>Business Day</u>" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday in California.
- 1.9 "<u>Buyer</u>" has the meaning set forth in the Preamble.
- 1.10 "<u>CAISO</u>" means the California Independent System Operator Corporation or its successor.
- **1.11** "<u>CAISO Control Area</u>" means the Control Area (as defined in the Tariff) that is operated by the CAISO.
- 1.12 "<u>CAISO Controlled Grid</u>" has the meaning set forth in the Tariff.
- **1.13** "CAISO Offer Requirements" has the meaning set forth in Article 4.
- 1.14 "<u>Capacity Replacement Price</u>" means (a) the price actually paid for any Replacement Capacity purchased by Buyer pursuant to Section 3.8 hereof, plus costs reasonably incurred by Buyer in purchasing such Replacement Capacity, or (b) absent a purchase of any Replacement Capacity, the market price for such Designated RA Capacity not provided at the Delivery Point; *provided*,

Buyer shall determine

such market prices in a commercially reasonable manner.

- 1.15 "<u>CIRA Tool</u>" means the CAISO Customer Interface for Resource Adequacy.
- **1.16** "<u>Claiming Party</u>" has the meaning set forth in Section 3.12.
- **1.17** "<u>Claims</u>" means all third party claims or actions, threatened or filed and, whether groundless, false, fraudulent or otherwise, that directly or indirectly relate to the subject matter of an indemnity, and the resulting losses, damages, expenses, attorneys' fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.
- **1.18** "<u>Compliance Issue</u>" has the meaning set forth in Article 13.
- **1.19** "<u>Compliance Obligation</u>" means the RAR, Local RAR, FCR, and any other resource adequacy or capacity procurement requirements imposed on LSEs by the CPUC pursuant to the Resource Adequacy Rulings, by the CAISO, by the WECC, or by any other Governmental Body having jurisdiction.

- **1.20** "<u>Confidential Information</u>" has the meaning set forth in Article 11.
- **1.21** "<u>Construction Start</u>" has the meaning set forth in Section 16.1(a).
- **1.22** "<u>Construction Start Date</u>" has the meaning set forth in Section 16.1(a).
- 1.23 "<u>Contract Capacity</u>" has the meaning set forth in Section I of the Cover Sheet
- **1.24** "<u>Contract Price</u>" has the meaning set forth in Section F of the Cover Sheet.
- **1.25** "<u>Contract Quantity</u>" means, with respect to any particular Showing Month of the Delivery Term, the amount of Product (in MWs) set forth in Section E of the Cover Sheet, which Seller has agreed to provide to Buyer from the Unit for such Showing Month.
- **1.26** "<u>Contract Year</u>" means a period of twelve (12) consecutive months during the Delivery Term. The first Contract Year shall commence on the Initial Delivery Date, and each subsequent Contract Year shall commence on the anniversary of the Initial Delivery Date.
- **1.27** "<u>Costs</u>" 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 a Terminated Transaction; and all reasonable attorneys' fees and expenses incurred by the Non-Defaulting Party in connection with the Terminated Transaction.
- 1.28 "<u>CPUC</u>" means the California Public Utilities Commission or its successor.
- 1.29 [Reserved]
- **1.30** "<u>CPUC Filing Guide</u>" means the annual document issued by the CPUC which sets forth the guidelines, requirements and instructions for LSE's to demonstrate compliance with the CPUC's resource adequacy program.
- **1.31** "<u>Credit Rating</u>" 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.
- **1.32** "<u>Defaulting Party</u>" has the meaning set forth in Section 5.1.
- **1.33** "<u>Deliverability Outside Date</u>" is the date set forth in Section H of the Cover Sheet, which date is not subject to extension pursuant to Section 16.2(b) or Section 16.2(c).
- **1.34** "<u>Delivery Point</u>" has the meaning set forth in Section 3.4.
- **1.35** "<u>Delivery Term</u>" means the period of Contract Years set forth on the Cover Sheet beginning on the Initial Delivery Date, unless terminated earlier in accordance with the terms and conditions of this Agreement.

- **1.36** "<u>Designated RA Capacity</u>" shall be equal to, with respect to each Showing Month of the Delivery Term, the Contract Quantity of Product for such Showing Month, including the amount of Contract Quantity that Seller has elected to provide as Alternate Capacity from one or more Replacement Units in accordance with Section 3.6, less any excused reduction in the Contract Quantity of Product for such Showing Month due to Force Majeure as described in Section 3.1 for which Seller has not elected to provide Alternate Capacity from one or more Replacement Units in accordance with Section 3.6.
- **1.37** "Development Cure Period" has the meaning set forth in Section 16.2(c).
- 1.38
- **1.39** "<u>Dispute</u>" has the meaning set forth in Section 17.10(a).
- **1.40** "<u>Dispute Notice</u>" has the meaning set forth in Section 17.10(a).
- **1.41** "Early Termination Date" has the meaning set forth in Section 5.2.
- 1.42 "<u>Effective Date</u>" is the date set forth in the Preamble.
- **1.43** "<u>Effective Flexible Capacity</u>" or "<u>EFC</u>" means the capacity of a resource that can be counted towards an LSE's Flexible Capacity Requirements, as identified from time to time by the Tariff, the Resource Adequacy Rulings, LRA, or other Governmental Body having jurisdiction.
- **1.44** "<u>EPC Contract</u>" means the Seller's engineering, procurement and construction contract with the EPC Contractor.
- **1.45** "<u>EPC Contractor</u>" means Seller's engineering, procurement and construction contractor or such Person performing those functions.
- **1.46** "<u>Equitable Defenses</u>" means any bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally, and with regard to equitable remedies, the discretion of the court before which proceedings to obtain same may be pending.
- 1.47 "Event of Default" has the meaning set forth in Section 5.1.
- **1.48** "<u>FCR Attributes</u>" means, with respect to a Resource Adequacy Resource, any and all flexible resource adequacy attributes that can be counted toward an LSE's FCR, as they are identified from time to time by the Resource Adequacy Rulings, the Tariff, an LRA, or other Governmental Body having jurisdiction, exclusive of any LAR Attributes and any RAR Attributes.

- **1.49** "<u>FCR Showings</u>" 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.
- **1.50** "<u>FERC</u>" means the Federal Energy Regulatory Commission or any successor government agency.
- **1.51** "<u>Flexible Capacity Category</u>" has the meaning set forth in the Resource Adequacy Rulings.
- **1.52** "<u>Flexible Capacity Requirements</u>" or "<u>FCR</u>" means the flexible capacity requirements, exclusive of LAR and RAR, established for LSEs by the CPUC pursuant to the Resource Adequacy Rulings, or by an LRA or other Governmental Body having jurisdiction.
- **1.53** "<u>Flexible RA Product</u>" means that the Product includes FCR Attributes, if applicable, as specified in Sections C and E of the Cover Sheet.
- 1.54 "Force Majeure" means an event or circumstance which prevents one Party from performing its obligations under the Agreement, which event or circumstance was not anticipated as of the Effective Date, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided. Force Majeure shall not be based on (i) the loss of Buyer's markets; (ii) Buyer's inability economically to use or resell the Product purchased hereunder; (iii) the loss or failure of Seller's supply (except to the extent due to a Force Majeure); or (iv) Seller's ability to sell the Product at a price greater than the Contract Price. Neither Party may raise a claim of Force Majeure based in whole or in part on curtailment by a Transmission Provider (i) unless such Partv has contracted for firm transmission with a Transmission Provider for the Product to be delivered to or received at the Delivery Point and (ii) except to the extent such curtailment is due to Transmission Provider; *provided*, *however*, that existence of the foregoing factors shall not be sufficient to conclusively or presumptively prove the existence of a Force Majeure absent a showing of other facts and circumstances which in the aggregate with such factors establish that a Force Majeure as defined in the first sentence hereof has occurred.
- 1.55 "<u>Full Capacity Deliverability Status</u>" or "<u>FCDS</u>" has the meaning set forth in the Tariff.
- **1.56** "<u>Gains</u>" 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 a Terminated Transaction, determined in a commercially reasonable manner.
- **1.57** "<u>Governmental Approvals</u>" means all authorizations, consents, approvals, waivers, exceptions, variances, filings, permits, orders, licenses, exemptions, notices to and declarations of or with any Governmental Body and shall include those siting and operating permits and licenses, and any of the foregoing under any applicable environmental law, that are required for the use and operation of the Primary Unit.

- 1.58 "<u>Governmental Body</u>" means (a) any federal, state, local, municipal or other government;
   (b) any governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; (c) any court or governmental tribunal; and (d) CAISO, but in all cases, excludes both Parties.
- **1.59** "<u>Governmental Charges</u>" has the meaning set forth in Section 8.2.
- **1.60** "<u>Guaranteed Initial Delivery Date</u>" is the date set forth in Section H of the Cover Sheet, subject to extension pursuant to Section 16.2(b) or Section 16.2(c).
- **1.61** "<u>IDD Delay Damages</u>" means an amount equal to (a) the Development Security amount required hereunder, divided by (b)
- 1.62
- **1.63** "<u>Initial Delivery</u>" has the meaning set forth in Section 16.2(a).
- **1.64** "<u>Initial Delivery Date</u>" means the date on which Initial Delivery is achieved.
- **1.65** "<u>Interconnection Agreement</u>" means the interconnection agreement entered into by Seller or its Affiliate(s) pursuant to which the Primary Unit and Seller's Interconnection Facilities will be interconnected with the Transmission System during the Delivery Term.
- **1.66** "<u>Interconnection Facilities</u>" means the interconnection facilities, control and protective devices and metering facilities required to connect the Primary Unit with the Transmission System in accordance with the Interconnection Agreement.
- **1.67** "<u>Interest Rate</u>" means, for any date, the lesser of (a) the per annum rate of interest equal to the prime lending rate as may from time to time be published in *The Wall Street Journal* under "Money Rates" on such day (or if not published on such day on the most recent preceding day on which published), plus two percent (2%) and (b) the maximum rate permitted by applicable law.
- **1.68** "Interim Deliverability Status" has the meaning set forth in the Tariff.
- **1.69** "<u>Investment Grade</u>" means a Credit Rating of at least "BBB-" from S&P and/or "Baa3" from Moody's (or, if such entities cease to provide Credit Ratings, from another comparable rating agency that is reasonably acceptable to the Parties).
- **1.70** "Joint Powers Act" means the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.).
- 1.71 "Joint Powers Agreement" means that certain Joint Powers Agreement dated October 1, 2019, as amended from time to time, under which Buyer is organized as a Joint Powers Authority in accordance with the Joint Powers Act.

- **1.72** "<u>LAR</u>" 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 by another LRA having jurisdiction over the LSE, as implemented in the Tariff, exclusive of RAR and FCR. LAR may also be known as local resource adequacy, local RAR, or local capacity requirement in other regulatory proceedings or legislative actions.
- **1.73** "<u>LAR Attributes</u>" means, with respect to a Unit, any and all resource adequacy attributes (or other locational attributes related to system reliability), as they are identified from time to time by the Resource Adequacy Rulings, CAISO, LRA, or other Governmental Body 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, but exclusive of any RAR Attributes or FCR Attributes which are not associated with where in the CAISO Control Area the Unit is physically located or electrically interconnected. For clarity, it should be understood that if the CAISO, LRA, or other Governmental Body, defines new or re-defines existing local areas, then such change will not result in a change in payments made pursuant to this Agreement.
- 1.74 "<u>LAR Showings</u>" 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 and the Tariff, or to an LRA having jurisdiction over the LSE.
- 1.75 "<u>Letter(s) of Credit</u>" 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 as set forth in Exhibit A or as otherwise reasonably acceptable to Buyer.
- **1.76** "<u>Losses</u>" 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 a Terminated Transaction, determined in a commercially reasonable manner.
- 1.77 "<u>LRA</u>" has the meaning set forth in the Tariff.
- **1.78** "<u>LSE</u>" means load-serving entity. LSEs may be an investor-owned utility, an electric service provider, a community aggregator or community choice aggregator, or a municipality serving load in the CAISO Control Area (excluding exports).
- 1.79 "<u>Milestones</u>" has the meaning set forth in Section H of the Cover Sheet.
- **1.80** "Monthly RA Capacity Payment" has the meaning specified in Section 3.10(a) hereof.
- **1.81** "<u>Moody's</u>" means Moody's Investor Services, Inc. or its successor.
- 1.82 "<u>NERC</u>" means the North American Electric Reliability Corporation, or its successor.
- **1.83** "<u>Net Qualifying Capacity</u>" or "<u>NQC</u>" has the meaning set forth in the Tariff.

- 1.84 "<u>Non-Availability Charges</u>" has the meaning set forth in the Tariff.
- **1.85** "<u>Non-Defaulting Party</u>" has the meaning set forth in Section 5.2.
- **1.86** "<u>Notification Deadline</u>" has the meaning set forth in Section 3.6.
- **1.87** "<u>Notifying Party</u>" has the meaning set forth in Section 17.10(a).
- **1.88** "<u>Outage</u>" means any CAISO approved disconnection, separation, or reduction in the capacity of any Unit that relieves all or part of the obligations of the Unit under the CAISO Offer Requirements consistent with the Tariff. For the avoidance of doubt, Outage shall be deemed to include Planned Outage.
- 1.89 "Partial Capacity Deliverability Status" has the meaning set forth in the Tariff.
- **1.90** "<u>Participating Transmission Owner</u>" means an entity that (a) owns, operates and maintains transmission lines and associated facilities and/or has entitlements to use certain transmission lines and associated facilities and (b) has transferred to the CAISO operational control of such facilities and/or entitlements to be made part of the CAISO Grid. The Participating Transmission Owner for purposes of this Agreement is Southern California Edison Company.
- **1.91** "<u>Performance Security</u>" means collateral in the form of cash or a Letter of Credit in an amount set forth for the Performance Security in Section G of the Cover Sheet.
- **1.92** "<u>Planned Outage</u>" means, subject to and as further described in the Tariff, a CAISOapproved planned or scheduled disconnection, separation or reduction in capacity of the Unit that is conducted for the purposes of carrying out routine repair or maintenance of such Unit, or for the purposes of new construction work for such Unit.
- **1.93** "<u>Primary Unit</u>" means the storage asset described in Section B of the Cover Sheet and Exhibit D hereof.
- **1.94** "<u>Product</u>" has the meaning set forth in Section 3.1.
- **1.95** "<u>Progress Report</u>" means a report substantially in the form set forth in Exhibit F, the requirements for which are further set forth in Section 16.1(c).
- **1.96** "<u>RA Capacity</u>" means the qualifying and deliverable capacity of the Unit for RAR, LAR, and FCR purposes, as applicable, for the Delivery Term, as determined by the CPUC, CAISO, or other Governmental Body authorized to make such determination under Applicable Laws, including the Resource Adequacy Rulings. RA Capacity encompasses the applicable RAR Attributes, LAR Attributes and FCR Attributes of the capacity provided by a Unit.
- **1.97** "<u>RAR</u>" means the resource adequacy requirements, exclusive of LAR and FCR, established for LSEs by the CPUC pursuant to the Resource Adequacy Rulings, or by an LRA or other Governmental Body having jurisdiction.

- **1.98** "<u>RAR Attributes</u>" means, with respect to a Resource Adequacy Resource, any and all resource adequacy attributes, as they are identified from time to time by the Tariff, Resource Adequacy Rulings, LRA, or any Governmental Body having jurisdiction that can be counted toward RAR, exclusive of any LAR Attributes and FCR Attributes.
- **1.99** "<u>RAR Showings</u>" 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.
- **1.100** "<u>Recipient Party</u>" has the meaning set forth in Section 17.10(a).
- **1.101** "<u>Regulatory Event</u>" has the meaning set forth in Section 17.7.
- 1.102 "<u>Reliability Compensation Services Tariff</u>" has the meaning set forth in the Tariff.
- **1.103** "<u>Replacement Capacity</u>" has the meaning specified in Section 3.8 hereof.
- **1.104** "<u>Replacement Unit</u>" means a unit meeting the requirements specified in Section 3.6 hereof that is located within the CAISO Control Area and that is capable of providing Alternate Capacity. A Replacement Unit may not be a coal-fired or nuclear generating resource.
- **1.105** "<u>Required TPD Allocation</u>" means an allocation of TP Deliverability from the CAISO that is sufficient for Seller to proceed with development and construction of the Primary Unit and for the Primary Unit to obtain Full Capacity Deliverability Status for at least one hundred (100) MW of the Contract Capacity.
- 1.106 "<u>Residual Unit Commitment</u>" has the meaning set forth in the Tariff.
- 1.107 "<u>Resource Adequacy Plan</u>" has the meaning specified in the Tariff.
- **1.108** "<u>Resource Adequacy Rulings</u>" 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 Law, however described, as such decisions, rulings, Laws, rules or regulations may be amended or modified from time-to-time throughout the Delivery Term.
- 1.109 "<u>Resold Product</u>" has the meaning set forth in Article 12.
- 1.110 "Resource Adequacy Resource" has the meaning set forth in the Tariff.
- **1.111** "<u>Resource Category</u>" shall be as described in the CPUC Filing Guide, as such may be modified, amended, supplemented or updated from time to time.
- 1.112 "<u>Right of First Offer</u>" or "<u>ROFO</u>" has the meaning set forth in Section 16.2(b)(ii).

- **1.113** "ROFO Review Period" has the meaning set forth in Section 16.2(b)(ii).
- 1.114 "<u>RMR Contracts</u>" has the meaning set forth in the Tariff.
- **1.115** "<u>S&P</u>" means the Standard & Poor's Rating Group (a division of McGraw-Hill, Inc.) or its successor.
- **1.116** "<u>Schedule</u>" or "<u>Scheduling</u>" means the actions of Seller, Buyer and/or their designated representatives, including each Party's Transmission Providers, if applicable, of notifying, requesting and confirming to each other the quantity and type of Product to be delivered on any given day or days during the Delivery Term at a specified Delivery Point.
- 1.117 "Scheduling Coordinator" has the same meaning as in the Tariff.
- **1.118** "Security Interest" has the meaning set forth in Section 14.3(a).
- 1.119 "Seller" has the meaning set forth in the Preamble.
- **1.120** "<u>Settlement Amount</u>" means, with respect to the Non-Defaulting Party, the Non-Defaulting Party's Costs and Losses, on the one hand, netted against its Gains, on the other, expressed in U.S. Dollars, which such party incurs as a result of a Terminated Transaction pursuant to Section 5.2.
- **1.121** "<u>Showing Month</u>" shall be the calendar month during the Delivery Term that is the subject of the RAR Showing, LAR Showing, and/or FCR Showing, as applicable, as set forth in the Resource Adequacy Rulings or Tariff. For illustrative purposes only, pursuant to the Resource Adequacy Rulings in effect as of the Effective Date, the monthly RAR Showing made in June is for the Showing Month of August.
- **1.122** "<u>Site</u>" means the real property on which the Primary Unit is located as identified in Appendix D.
- 1.123 "<u>Site Control</u>" means that, for the 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.
- 1.124 "Substitution Rules" has the meaning specified in the Tariff.
- **1.125** "<u>Supply Plan</u>" means the supply plans, or similar or successor filings, that each Scheduling Coordinator representing RA Capacity submits to the CAISO, LRA, or other Governmental Body, pursuant to Applicable Laws, in order for that RA Capacity to count, as applicable, for RAR Attributes, LAR Attributes, and/or FCR Attributes.
- **1.126** "<u>Tariff</u>" means the tariff and protocol provisions of the CAISO, including associated rules, procedures and business practice manuals, as amended or supplemented from time to time.
- **1.127** "<u>Term</u>" has the meaning set forth in Section 2.1(a).

- **1.128** "<u>Terminated Transaction</u>" has the meaning set forth in Section 5.2.
- **1.129** "<u>Termination Payment</u>" has the meaning set forth in Section 5.3.
- 1.130 "<u>TP Deliverability</u>" has the meaning set forth in the CAISO Tariff.
- 1.131 "Transmission Provider" means the CAISO.
- **1.132** "<u>Transmission System</u>" means the transmission facilities operated by the CAISO, which provide energy transmission service within the CAISO grid from the Delivery Point.
- **1.133** "<u>Unit</u>" shall mean the Primary Unit and any Replacement Units, from which Product is provided by Seller to Buyer. A Unit may not include a coal-fired or nuclear generating resource.
- 1.134 "<u>Work</u>" means (a) work or operations performed by a Party or on a Party's behalf; and (b) materials, parts or equipment furnished in connection with such work or operations; including (i) warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "a Party's work"; and (ii) the providing of or failure to provide warnings or instructions.

## **ARTICLE 2: TERM; DELIVERY TERM; CONDITIONS PRECEDENT**

### 2.1 Term.

The term of this Agreement shall commence upon the Effective Date and shall continue until the expiration of the Delivery Term, provided that this Agreement shall thereafter remain in effect until the Parties have fulfilled all obligations arising under this Agreement, including any compensation for the Product, Termination Payment, then-owing indemnification payments or other damages, are paid in full (whether directly or indirectly, such as through set-off or netting) and the Development Security or Performance Security, as applicable, is released and/or returned (the "Term"). Seller shall deliver the to Buyer within following the Effective Date. Upon Seller's request, Buyer will promptly confirm in writing the Initial Delivery Date following Seller's completion of all conditions precedent set forth in Section 2.2. All provisions relating to invoicing, payment, delivery, settlement of other liabilities incurred pursuant to this Agreement and dispute resolution survive for the period necessary to effectuate the rights of the Party benefited by such provision except as otherwise specified herein. Notwithstanding anything to the contrary in this Agreement, (i) all rights under Sections 17.2 (Indemnities) and any other indemnity rights survive the end of the Delivery Term for an additional twelve (12) months; (ii) all rights and obligations under Article 11 (Confidentiality) survive the end of the Delivery Term for an additional two (2) years; (iii) all rights and obligations under Section 16.2(f) (Limitation on Seller's Ability to Make or Agree to Third-Party Sales from the Primary Unit after Early Termination Date ), if applicable, survive early termination of this Agreement for an additional two (2) years; and (iv) all provisions relating to limitations of liability survive without limit.

# 2.2 Conditions Precedent to Initial Delivery Date.

Seller shall provide notice of expected Initial Delivery Date to Buyer no less than in advance of such date. The Delivery Term shall not commence until Seller completes to Buyer's reasonable satisfaction each of the following conditions:

(a) Seller shall have secured all CAISO and Governmental Approvals as are necessary for the safe and lawful operation and maintenance of the Primary Unit and to enable Seller to deliver the Product to Buyer.

(b) Seller shall have provided to Buyer a certification of Seller and a licensed professional engineer, substantially in the form attached hereto as Exhibit C, demonstrating that the Initial Delivery Date has occurred.

(c) Seller shall have provided Performance Security to Buyer as required by Section 14.2.

(d) As of the Initial Delivery Date, no Event of Default on the part of Seller shall have occurred and be continuing.

(e) Seller shall have provided Buyer with a copy of written notice from CAISO that the Primary Unit has achieved Full Capacity Deliverability Status, Partial Capacity Deliverability Status, or Interim Deliverability Status for at least thirty (30) MW.

(f) Seller shall have obtained an NQC for the Primary Unit of at least

(g) In accordance with Section 3.7(a), Seller shall have (i) submitted, or caused the Primary Unit's SC to submit, a notice to Buyer including Seller's proposed Supply Plan for the first Showing Month of the Delivery Term and (ii) submitted, or caused the Primary Unit's SC to submit, a Supply Plan to CAISO for the first Showing Month of the Delivery Term.

(h) Seller shall have delivered to Buyer all insurance documents required under Article 15.

(i) As of the Initial Delivery Date, Seller shall have paid Buyer for all amounts owing under this Agreement, if any.

# **ARTICLE 3: TRANSACTION, DELIVERY AND PAYMENT**

# 3.1 Resource Adequacy Capacity Product.

During the Delivery Term, Seller shall provide Buyer with RA Capacity from the Unit in the amount of the Contract Quantity of (i) RAR Attributes and, if applicable, LAR Attributes, and (ii) FCR Attributes, if Flexible RA Product is specified in Sections C and E of the Cover Sheet to this Agreement with respect to each Showing Month (the "<u>Product</u>"). Seller's obligation to deliver the Contract Quantity of Product for each Showing Month of the Delivery Term is firm and will not be excused for any reason other than Force Majeure.

If the Primary Unit is not available to provide the full amount of the Contract Quantity with respect to an applicable Showing Month for any reason other than Force Majeure, including, without

limitation, any Outage or any adjustment of the RA Capacity of the Primary Unit, then, Seller shall provide Buyer with Designated RA Capacity from one or more Replacement Units pursuant to Section 3.6 hereof. If Seller fails to provide Buyer with the Designated RA Capacity then Seller shall be liable for damages and/or be required to indemnify Buyer for costs, penalties or fines pursuant to the terms of Sections 3.8 and 3.9 hereof.

Notwithstanding anything to the contrary herein, no energy or ancillary services associated with the Unit 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 by this Agreement. Seller retains the right to sell, pursuant to the Tariff, any RA Capacity that is in excess of the Unit's Contract Quantity and any RAR Attributes, LAR Attributes, or FCR Attributes not otherwise transferred, conveyed, or sold to Buyer under this Agreement.

# **3.2** Seller's and Buyer's Obligations.

Seller shall sell and deliver, or cause to be delivered, and Buyer shall purchase and receive, or cause to be received, the Designated RA Capacity of the Product at the Delivery Point, and Buyer shall pay Seller the Contract Price for the Designated RA Capacity. Seller shall be responsible for any costs or charges imposed on or associated with the Product or its delivery of the Product up to the Delivery Point. Buyer shall be responsible for any costs or charges imposed on or associated with the Product or its delivery of the Product up to the Delivery Point. Buyer shall be responsible for any costs or charges imposed on or associated with the Product or its receipt at and from the Delivery Point.

## 3.3 [Reserved].

# **3.4 Delivery Point.**

The "<u>Delivery Point</u>" for the Unit shall be the CAISO Control Area, and if applicable, the LAR region in which the Unit is electrically interconnected.

### **3.5** Planned Outages.

Seller shall schedule all Planned Outages within the time period determined by the CAISO for the Primary Unit as a Resource Adequacy Resource that is subject to the Availability Standards to qualify for an "<u>Approved Maintenance Outage</u>" under the CAISO Tariff. Seller shall reimburse Buyer for any cost Buyer incurs to provide Alternate Capacity, as required by the CAISO, during any Planned Outages (including the cost of procuring Alternate Capacity for a full calendar month during any month in which a Planned Outage is planned or scheduled). Notwithstanding anything in this Agreement to the contrary, no Planned Outages of the Primary Unit 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.

# **3.6** Alternate Capacity and Replacement Units.

(a) The "<u>Notification Deadline</u>" for a given Showing Month shall be before the earlier of the relevant deadlines for (a) the corresponding CPUC RAR Showings, LAR Showings and/or FCR Showings, as applicable for that Showing Month, or (b) submission of the CAISO Supply Plan filings applicable to that Showing Month.

(b) If Seller is unable to provide the full Contract Quantity for any Showing Month for any reason, or if Seller desires to provide the Contract Quantity for any Showing Month from a Replacement Unit, then Seller may, at no additional cost to Buyer, provide Buyer with Alternate Capacity from one or more Replacement Units, with the total amount of Product provided to Buyer from the Primary Unit and any Replacement Unit(s) up to an amount equal to the Contract Quantity for the applicable Showing Month; *provided*, in each case, Seller shall notify Buyer of the amount of Product that Seller will not be able to deliver from the Primary Unit and the portion of the Contract Quantity for which Seller intends to provide Buyer with Alternate Capacity from identified Replacement Unit(s) no later than the Notification Deadline.

(c) If Seller fails to provide Buyer the Contract Quantity of Product from the Primary Unit or a Replacement Unit for a given Showing Month during the Delivery Term, then Buyer may, but shall not be required to, purchase replacement Product from a third party.

## **3.7** Delivery of Product.

Seller shall provide Buyer with the Designated RA Capacity of Product for each Showing Month consistent with the following:

(a) No later than the Notification Deadline corresponding to each Showing Month of the Delivery Term, Seller shall 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 Buyer.

(b) The Designated RA Capacity is delivered and received when the CIRA Tool shows that the Supply Plan submitted in compliance with Buyer's instructions, including Buyer's instructions to withhold all or part of the Designated RA Capacity from Seller's Supply Plan for any Showing Month during the Delivery Term, has been accepted by the CAISO. If CAISO rejects either the Supply Plan or Buyer's Resource Adequacy Plan with respect to any part of the Designated RA Capacity in any Showing Month, the Parties will confer, make such corrections as are necessary for acceptance, and resubmit the corrected Supply Plan or Resource Adequacy Plan for validation before the applicable Notification Deadline for the relevant Showing Month. If Seller withholds all or part of the Designated RA Capacity from Seller's Supply Plan for any Showing Month during the Delivery Term in accordance with Buyer's instructions, such portion of the Designated RA Capacity will be deemed delivered Designated RA Capacity for all purposes hereunder. Seller will not have failed to deliver the Designated RA Capacity if Buyer fails or chooses not to submit the Designated RA Capacity and applicable Unit(s) in its Resource Adequacy Plan with the CPUC or CAISO.

(c) Consistent with the Substitution Rules, take all action, or cause the Unit's Scheduling Coordinator to take all action, to allow Buyer or a subsequent purchaser under Article 12 to utilize the applicable portion of the Designated RA Capacity that Buyer timely requested be withheld from the Supply Plans during each Showing Month under the Substitution Rules, including, but not limited to, ensuring that the Designated RA Capacity being withheld from the Supply Plans at Buyer's request in the pertinent Showing Month will qualify for substitution under

the Substitution Rules and providing Buyer or subsequent purchaser under Article 12 with all information needed to utilize the Substitution Rules.

## **3.8 Damages for Failure to Provide Designated RA Capacity.**

If Seller fails to provide Buyer with the Designated RA Capacity of Product for any Showing Month, and such failure is not excused under the terms of this Agreement, then the following shall apply:

(a) Buyer may, but shall not be required to, replace any portion of the Designated RA Capacity not provided by Seller with capacity having equivalent RAR Attributes, LAR Attributes and/or FCR Attributes as the Designated RA Capacity not provided by Seller; *provided*, if any portion of the Designated RA Capacity that Buyer is seeking to replace is Designated RA Capacity having RAR Attributes and no LAR Attributes, and no such RAR capacity is available (such capacity shall also include FCR Attributes if this is a Flexible RA Product), then Buyer may replace such portion of the Designated RA Capacity with capacity having RAR Attributes and LAR Attributes (as well as FCR Attributes if this is a Flexible RA Product) ("<u>Replacement Capacity</u>"), in either case, by entering into purchase transactions with one or more third parties, including, without limitation, third parties who have purchased capacity from Buyer, so long as such transactions are done at prevailing market prices. Buyer shall use commercially reasonable efforts to minimize damages when procuring any Replacement Capacity.

(b) Seller shall pay to Buyer, on the date payment would otherwise be due in respect of the Showing Month for which the failure occurred, an amount equal to the positive difference, if any, between (A) the product of the Capacity Replacement Price times the amount of the Designated RA Capacity not provided by Seller and (B) the product of the Contract Price times the amount of the Designated RA Capacity not provided by Seller. If Seller fails to pay these damages, then Buyer may offset those damages owed it against any future amounts it may owe to Seller pursuant to Article 6 of this Agreement.

### 3.9 Damages and Indemnities for Failure to Deliver Contract Quantity.

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 for the respective Showing Month for the Delivery Term; or

(b) A Unit Scheduling Coordinator's failure to submit accurate Supply Plans that identify Buyer's right, or a subsequent purchaser'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 costs, 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.

## 3.10 Monthly RA Capacity Payment.

Buyer shall make a Monthly RA Capacity Payment to Seller for the Product, in arrears, after the applicable Showing Month. The Parties agree that all invoices under this Agreement shall be due and payable on the twentieth (20th) day of the month after the Showing Month; *provided*, if such day is not a Business Day, then such invoice will be due and payable on the next Business Day. The "<u>Monthly RA Capacity Payment</u>" shall be equal to the product of (i) the applicable Contract Price for that Showing Month, (ii) the Designated RA Capacity of the Product actually delivered, or deemed delivered pursuant to Section 3.7(b), by Seller to Buyer for the Showing Month and (iii) 1,000. The final product of this Monthly RA Capacity Payment calculation shall be rounded to the nearest penny (i.e., two decimal places).

### 3.11 Allocation of Other Payments and Costs.

(a) Seller may retain any revenues it may receive from, and shall pay all costs charged by, the CAISO or any other third party with respect to any Unit for (i) start-up, shut-down, and minimum load costs, (ii) capacity revenue for ancillary services, (iii) energy sales, (iv) any revenues for black start or reactive power services, or (v) the sale of the unit-contingent call rights on the storage capacity of the Primary Unit to provide energy to a third party, so long as such rights do not confer on such third party the right to claim any portion of the RA Capacity sold hereunder in order to make an RAR Showing, LAR Showing, FCR Showing, or any similar capacity or resource adequacy showing with the CAISO or CPUC.

(b) Buyer shall be entitled to receive and retain all revenues associated with the Designated RA Capacity of the Unit during the Delivery Term (including any capacity or availability revenues from RMR Contracts for any Unit, Reliability Compensation Services Tariff, and Residual Unit Commitment capacity payments, but excluding payments described in Section 3.11(a) above).

(c) In accordance with Section 3.10 of this Agreement:

(i) all such Buyer revenues described in Section 3.11(b) received by Seller, or a Unit's Scheduling Coordinator, owner, or operator shall be remitted to Buyer, and Seller shall pay such revenues to Buyer if the Unit's Scheduling Coordinator, owner, or operator fails to remit those revenues to Buyer (and upon any such payment by Seller, Seller shall be subrogated to all rights of Buyer against such Unit's Scheduling Coordinator, owner, or operator for the amount of such revenues paid). If Seller fails to pay such revenues to Buyer, Buyer may offset any amounts owing to it for such revenues against any future amounts it may owe to Seller under this Agreement. (ii) all such Seller, or a Unit's Scheduling Coordinator, owner, or operator revenues described in Section 3.11(a)(i)-(v), but received by Buyer shall be remitted to Seller, and Buyer shall pay such revenues to Seller if the Unit's Scheduling Coordinator, owner, or operator fails to remit those revenues to Seller (and upon any such payment by Buyer, Buyer shall be subrogated to all rights of Seller against such Unit's Scheduling Coordinator, over a operator, or operator for the amount of such revenues paid). If Buyer fails to pay such revenues to Seller may offset any amounts owing to it for such revenues against any future amounts it may owe to Buyer under this Agreement.

(d) If a centralized capacity market develops within the CAISO or WECC region, Buyer will have exclusive rights to offer, bid, or otherwise submit Designated RA Capacity provided to Buyer pursuant to this Agreement for re-sale in such market, and retain and receive any and all related revenues. Buyer shall be responsible for any material, incremental costs of offering, bidding, submitting, or re-selling Designated RA Capacity in such centralized capacity market.

(e) Buyer acknowledges and agrees that all Availability Incentive Payments are for the benefit of Seller and for Seller's account, and that Seller shall receive, retain, or be entitled to receive all credits, payments, and revenues, if any, resulting from Seller achieving or exceeding Availability Standards. The Parties acknowledge and agree that any Non-Availability Charges are the responsibility of Seller, and for Seller's account and Seller shall be responsible for all fees, charges, or penalties, if any, resulting from Seller failing to achieve Availability Standards.

#### 3.12 Force Majeure.

To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and such Party (the "<u>Claiming Party</u>") gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations with respect to this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall resume performance of its obligations under this Agreement as soon as reasonably practicable. The non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure.

### **ARTICLE 4: CAISO OFFER REQUIREMENTS**

During the Delivery Term, except to the extent excused under the Tariff, Seller shall either schedule or cause the Unit's Scheduling Coordinator to schedule with, or make available to, the CAISO the Unit's Designated RA Capacity in compliance with the Tariff, including compliance with Minimum State of Charge, Day-Ahead Availability, Real-Time Availability, Must Offer Obligation, and Default Energy Bid requirements established in Article 40 of the Tariff (in each case, to the extent applicable) and Seller shall perform all, or cause the Unit's Scheduling Coordinator, owner, or operator, as applicable, to perform all obligations under the Tariff that are associated with the sale of Product hereunder (the "CAISO Offer Requirements"). Buyer shall have no liability for the failure of Seller or the failure of any Unit's Scheduling Coordinator, owner, or operator to comply with such Tariff provisions, including any penalties or fines imposed on Seller or the Unit's Scheduling Coordinator, owner, or operator, owner, or operator, owner, or operator for such noncompliance.

#### **ARTICLE 5: EVENTS OF DEFAULT; REMEDIES**

#### 5.1 Events of Default.

An "<u>Event of Default</u>" shall mean, with respect to a Party (a "<u>Defaulting Party</u>"), the occurrence of any of the following:

(a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within ten (10) Business Days after written notice;

(b) Seller's failure to achieve Initial Delivery on or before the Guaranteed Initial Delivery Date, as may be extended pursuant to Section 16.2(b) or Section 16.2(c);

(c) 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 Party does not fully mitigate the adverse consequences as reasonably determined by the other Party of such incorrect representation or warranty to the other Party within thirty (30) days after written notice thereof;

(d) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default, and except for Seller's obligations to deliver the Product, the exclusive remedy for which is provided in Sections 3.8 and 3.9) if such failure is not remedied within thirty (30) Business Days after written notice;

(e) if at any time, Seller delivers or attempts to deliver Product to the Delivery Point for sale under this Agreement that was not generated by the Primary Unit, except for Alternate Capacity;

(f) Seller sells, assigns, or otherwise transfers, or commits to sell, assign, or otherwise transfer, the Product, or any portion thereof, during the Term to any party other than Buyer except as expressly permitted under this Agreement;

(g) such Party becomes Bankrupt;

(h) such Party assigns this Agreement or any of its rights hereunder other than in compliance with Section 17.3, if applicable;

(i) the failure of such Party to satisfy the creditworthiness/collateral requirements agreed to pursuant to Article 14 hereof if such failure is not remedied within after written notice;

(j) 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; or

(k) 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

or

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:

(i) 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;

(ii) the issuer of such Letter of Credit becomes Bankrupt;

(iii) 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;

(iv) the issuer of the outstanding Letter of Credit shall fail to honor a properly documented request to draw on such Letter of Credit;

(v) 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;

(vi) such Letter of Credit fails or ceases to be in full force and effect at any time;

(vii) 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.

### 5.2 Declaration of an Early Termination Date and Calculation of Settlement Amounts.

If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the other Party (the "Non-Defaulting Party") shall have the right to (i) designate a day, no earlier than the day such notice is effective and no later than after such notice is effective, as an early termination date ("Early Termination Date") to accelerate all amounts owing between the Parties and to liquidate and terminate this Agreement (referred to herein as a "Terminated Transaction") between the Parties, (ii) withhold any payments due to the Defaulting Party under this Agreement; and (iii) suspend performance. If the Early Termination Date occurs before the Initial Delivery Date and Seller is the Defaulting Party, then Buyer shall have the right to retain the full amount of the then-posted Development Security, if any, as liquidated damages. If the Early Termination Date occurs before the Initial Delivery Date and Buyer is the Defaulting Party, then Seller shall calculate, in a commercially reasonable manner, a Settlement Amount for such Terminated Transaction as of the Early Termination Date (or, to the extent that in the reasonable opinion of the Non-Defaulting Party certain of such Terminated Transaction are commercially impracticable to liquidate and terminate or may not be liquidated and terminated under applicable law on the Early Termination Date, as soon thereafter as is reasonably practicable). If the Early Termination Date occurs after the Initial Delivery Date, then as soon as reasonably practicable, the Non-Defaulting Party shall calculate, in a commercially reasonable manner, a Settlement Amount for such Terminated Transaction as of the Early Termination Date (or, to the extent that in the reasonable opinion of the Non-Defaulting Party certain of such Terminated Transaction are

commercially impracticable to liquidate and terminate or may not be liquidated and terminated under applicable law on the Early Termination Date, as soon thereafter as is reasonably practicable). The Gains and Losses for a Terminated Transaction shall be determined by calculating the amount that would be incurred or realized to replace or to provide the economic equivalent of the remaining payments or deliveries in respect of the Terminated Transaction. The Non-Defaulting Party (or its agent) may determine its Gains and Losses by reference to information either available to it internally or supplied by one or more third parties 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. Third parties supplying such information may include, without limitation, dealers in the relevant markets, endusers of the relevant product, information vendors and other sources of market information. 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).

# 5.3 Net Out of Settlement Amounts.

The Non-Defaulting Party shall net out (a) any Settlement Amount that is due to the Non-Defaulting Party, plus, (b) any or all other amounts due to the Non-Defaulting Party under this Agreement against (c) all amounts that are due to the Defaulting Party, so that all such amounts shall be netted out to a single liquidated amount (the "<u>Termination Payment</u>") payable by one Party to the other. The Termination Payment shall be due to or due from the Non-Defaulting Party as appropriate.

# 5.4 Notice of Payment of Termination Payment.

As soon as practicable after a liquidation, 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 due from the Non-Defaulting Party. The notice shall include a written statement explaining in reasonable detail the calculation of such amount. The Termination Payment shall be made by the Party that owes it within ten (10) days after such notice is effective.

# 5.5 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 ten (10) days of receipt of 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; *provided, however*, that if the Termination Payment is due from the Defaulting Party, the Defaulting Party shall first transfer Performance Security to the Non-Defaulting Party in an amount equal to the Termination Payment.

# 5.6 Closeout Setoffs.

After calculation of a Termination Payment in accordance with Section 5.3, if the Defaulting Party would be owed the Termination Payment, the Non-Defaulting Party shall be entitled, at its option and in its discretion, to the extent the Agreement is not yet liquidated in accordance with Section 5.2, to withhold payment of the Termination Payment to the Defaulting Party. The remedy provided for in this Section 5.6 shall be without prejudice and in addition to any right of setoff,

combination of accounts, lien or other right to which any Party is at any time otherwise entitled (whether by operation of law, contract or otherwise).

## **ARTICLE 6: PAYMENT AND NETTING**

### 6.1 Billing Period.

The calendar month shall be the standard period for all payments under this Agreement (other than Termination Payments). As soon as practicable after the end of each month, each Party will render to the other Party an invoice for the payment obligations, if any, incurred hereunder during the preceding month.

## 6.2 Timeliness of Payment.

Unless otherwise agreed by the Parties, all invoices under this Agreement shall be due and payable in accordance with each Party's invoice instructions on or before the later of the twentieth (20th) day of each month, or tenth (10th) day after receipt of the invoice or, if such day is not a Business Day, then on the next Business Day. Each Party will make payments by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the other Party. Any amounts not paid by the due date will be deemed delinquent and will accrue interest at the Interest Rate, such interest to be calculated from and including the due date to but excluding the date the delinquent amount is paid in full.

## 6.3 Disputes and Adjustments of Invoices.

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, with notice of the objection given to the other Party. 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 due date to but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments, with interest accrued at the Interest Rate from and including the date of such overpayment to but excluding the date repaid or deducted by the Party receiving such overpayment. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 6.3 within twelve (12) months after the invoice is rendered or any specific adjustment to the invoice is made. 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.

# 6.4 Netting of Payments.

The Parties hereby agree that they shall discharge mutual debts and payment obligations due and owing to each other under this Agreement 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, including any related damages calculated pursuant to Sections 3.8 or 3.9, 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.

#### 6.5 **Payment Obligation Absent Netting.**

If no mutual debts or payment obligations exist and only one Party owes a debt or obligation to the other during the monthly billing period, including, but not limited to, any related damage amounts calculated pursuant to Sections 3.8 or 3.9, interest, and payments or credits, that Party shall pay such sum in full when due.

#### **ARTICLE 7: LIMITATIONS**

#### 7.1 Limitation of Remedies, Liability and 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. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS 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 ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. 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. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

#### **ARTICLE 8: GOVERNMENTAL CHARGES**

#### 8.1 Cooperation.

Each Party shall use reasonable efforts to implement the provisions of and to administer this Agreement in accordance with the intent of the parties to minimize all taxes, so long as neither Party is materially adversely affected by such efforts.

#### 8.2 Governmental Charges.

Seller shall pay or cause to be paid all taxes imposed by any government authority ("<u>Governmental Charges</u>") on or with respect to the Product or a transaction arising prior to the Delivery Point. Buyer shall pay or cause to be paid all Governmental Charges on or with respect to the Product or a transaction at and from the Delivery Point (other than ad valorem, franchise or income taxes which are related to the sale of the Product and are, therefore, the responsibility of the Seller). In the event Seller is required by law or regulation to remit or pay Governmental Charges which are Buyer's responsibility hereunder, Buyer shall promptly reimburse Seller for such Governmental Charges which are Seller's responsibility hereunder, Buyer may deduct the amount of any such Governmental Charges from the sums due to Seller under Article 6 of this Agreement. Nothing shall obligate or cause a Party to pay or be liable to pay any Governmental Charges for which it is exempt under the law.

## **ARTICLE 9: [RESERVED]**

### **ARTICLE 10: REPRESENTATIONS; WARRANTIES; COVENANTS**

### 10.1 Mutual Representations and Warranties.

On the Effective Date, each Party represents and warrants to the other Party that:

(a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

(b) it has all regulatory authorizations necessary for it to legally perform its obligations under this Agreement, except all permits necessary to construct, operate and maintain the Primary Unit and sell the Product therefrom in the case of Seller;

(c) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and

conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it;

(d) this Agreement and each other document executed and delivered in accordance with this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; subject to any Equitable Defenses.

(e) it is not Bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming Bankrupt;

(f) there is not pending or, to its knowledge, threatened against it or any of its Affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under this Agreement;

(g) it is a "forward contract merchant" within the meaning of the United States Bankruptcy Code; and

(h) it has entered into this Agreement in connection with the conduct of its business and it has the capacity or ability to make or take delivery of Product.

### **10.2** Buyer and Seller Covenants.

Buyer and Seller shall, throughout the Delivery Term, take all commercially reasonable actions and execute any and all documents or instruments reasonably necessary to ensure Buyer's right to the use of the Contract Quantity for the sole benefit of Buyer or any subsequent purchaser under Article 12. Such commercially reasonable actions shall include, without limitation:

(a) Cooperating with and providing, and in the case of Seller causing the Unit's Scheduling Coordinator, owner, or operator to cooperate with and provide requested supporting documentation to the CAISO, the CPUC, or any other Governmental Body responsible for administering RAR, LAR, and/or FCR under Applicable Laws, to certify or qualify the Contract Quantity as RA Capacity and Designated RA Capacity. Such actions shall include, without limitation, providing information requested by the CAISO, CPUC, or by an LRA having jurisdiction, to demonstrate for each month of the Delivery Term the ability to deliver the Contract Quantity from the Unit to the CAISO Controlled Grid for the minimum hours required to qualify as RA Capacity, and providing information requested by the CPUC, CAISO or other Governmental Body having jurisdiction to administer RAR, LAR, or FCR to demonstrate that the Contract Quantity can be delivered to the CAISO Controlled Grid, pursuant to "deliverability" standards established by the CAISO, or other Governmental Body having jurisdiction to administer RAR, LAR and/or FCR; and

(b) Negotiating in good faith to make necessary amendments, if any, to this Agreement to conform it to subsequent clarifications, revisions, or decisions rendered by the CAISO, CPUC, FERC, or other Governmental Body having jurisdiction to administer RAR, LAR, or FCR so as to maintain the benefits of the bargain struck by the Parties on the Effective Date; *provided*, *however*, that such commercially reasonable actions shall not include any obligation that the owner or operator of the Unit undertake capital improvements, Unit enhancements, or the construction of

new facilities nor in any way limit the Parties with respect to advocacy for any regulatory policies or market changes before any entity.

#### **10.3** Seller Representations, Warranties and Covenants.

Seller represents, warrants and covenants to Buyer that:

(a) Throughout the Delivery Term, the Unit qualifies as a Resource Adequacy Resource that is eligible to provide the Product pursuant to the Tariff and the Resource Adequacy Rulings;

(b) Throughout the Delivery Term, Seller owns or has the exclusive right to the RA Capacity sold under this Agreement, and shall furnish Buyer, CAISO, CPUC or other jurisdictional LRA, or other Governmental Body with such evidence as may reasonably be requested to demonstrate such ownership or exclusive right;

(c) Throughout the Delivery Term, no portion of the Contract Quantity has been committed by Seller to any third party in order to satisfy RAR, LAR, FCR or analogous obligations in CAISO markets, other than pursuant to an RMR Contract between the CAISO and either Seller or the Unit's owner or operator;

(d) Throughout the Delivery Term, no portion of the Contract Quantity has been committed by Seller in order to satisfy RAR, LAR, FCR, or analogous obligations in any non-CAISO market;

(e) The Unit is within the CAISO Control Area and Seller shall maintain Site Control throughout the Delivery Term;

(f) Throughout the Delivery Term, the owner or operator of the Unit is obligated to comply with Applicable Laws, including the Tariff, relating to RA Capacity, RAR, LAR, and FCR;

(g) Throughout the Delivery Term, the respective cumulative amounts of LAR Attributes, RAR Attributes, and FCR Attributes that Seller has sold, assigned or transferred from the Unit does not exceed that Unit's RA Capacity;

(h) Throughout the Delivery Term, with respect to the RA Capacity provided under this Agreement, Seller shall, and the Unit's Scheduling Coordinator is obligated to, comply with Applicable Laws, including the Tariff, relating to RAR, LAR, and FCR;

(i) Seller has notified the Scheduling Coordinator of the Unit that, throughout the Delivery Term, Seller has transferred the Designated RA Capacity to Buyer, and the Scheduling Coordinator is obligated to deliver the Supply Plans in accordance with this Agreement and the Tariff;

(j) Seller has notified the Scheduling Coordinator of the Unit that Seller is obligated, throughout the Delivery Term, to cause the Unit's Scheduling Coordinator to provide to Buyer

before the applicable Notification Deadline, the Designated RA Capacity of the Unit that is to be submitted in the Supply Plan associated with this Agreement for the applicable period; and

(k) Seller has notified the Unit's Scheduling Coordinator that, throughout the Delivery Term, Buyer is entitled to the revenues set forth in Section 3.11(b) of this Agreement and that such Scheduling Coordinator is obligated to promptly deliver those revenues to Buyer, along with appropriate documentation supporting the amount of those revenues.

# **10.4** Additional Seller Covenants.

(a) Seller shall use reasonable efforts to ensure that all employees hired by Seller, and its contractors and subcontractors, that will perform construction work or provide services at the Site related to construction of the Primary Unit are paid wages at rates not less than those prevailing for workers performing similar work in the locality as provided by applicable California law, if any. Nothing herein shall require Seller, its contractors and subcontractors to comply with, or assume liability created by other inapplicable provisions of any California labor laws. Buyer agrees that Seller's obligations under this Section 10.4(a) will be satisfied upon the execution of a project labor agreement related to construction of the Primary Unit.

(b) Seller acknowledges that Buyer will, from time to time, request voluntary disclosure of Seller's certification status with the CPUC Clearinghouse, and voluntary disclosure regarding Seller's efforts to work with diverse business enterprises, including women, minority, disabled veteran, and lesbian, gay, bisexual, transgender and/or persons with disabilities business enterprises in a form similar to Exhibit E.



# 10.5 Buyer Representations, Warranties and Covenants.

(a) 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 (provided that such court is limited within a venue permitted in law and under the Agreement), (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; *provided*, *however*, that nothing in this Agreement shall waive the obligations or rights set forth in the California Tort Claims Act (Government Code Section 810 et seq.).

# **ARTICLE 11: CONFIDENTIALITY**

(a) Neither Party shall disclose the terms or conditions of this Agreement or information exchanged between the Parties pursuant to this Agreement ("<u>Confidential</u> <u>Information</u>") to a third party (other than the Party's or its Affiliates' employees, lenders or

potential lenders, investors or potential investors, counsel, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential) except in order to fulfill such Party's obligations under this Agreement or 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; *provided, however*, 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.

(b) Notwithstanding the foregoing, the Parties agree that Buyer may disclose the information pertaining to this Agreement to any Governmental Body, the CPUC, the CAISO or any LRA having jurisdiction in order to support its LAR Showings, RAR Showings and/or FCR Showings, as applicable, and Seller may disclose the transfer of the Designated RA Capacity under this Agreement to the Scheduling Coordinator of the Unit in order for such Scheduling Coordinator to timely submit accurate Supply Plans; *provided*, each disclosing Party shall use reasonable efforts to limit, to the extent possible, the ability of any such applicable Governmental Body, CAISO, or Scheduling Coordinator to further disclose such information. In addition, in the event Buyer resells all or any portion of the Designated RA Capacity to another party, Buyer shall be permitted to disclose to the other party to such resale transaction all such information to the extent such disclosure is necessary to affect such resale transaction; *provided*, such other party agrees to keep such information confidential.

(c) Seller acknowledges that Buyer is subject to the California Constitution Article 1, Section 3, and the California Public Records Act, Cal. Gov. Code § 6250 *et seq.* ("<u>Public Records</u> <u>Act</u>") in regard to the documents comprising this Agreement, which items may constitute public records subject to inspection and copying by the public under the authority of the California Constitution and the Public Records Act. Buyer shall, consistent with those laws, use reasonable efforts to provide Seller with notice of any third-party request to inspect or copy any of the documents that comprise this Agreement, which Seller might deem confidential and exempt from disclosure, in order that Seller may timely seek to protect those documents from disclosure to the third party. Seller acknowledges and agrees that Buyer shall not be liable to Seller if Buyer makes disclosure in accordance with the California Constitution and/or the Public Records Act before Seller has timely obtained an order to prevent Buyer from making the requested disclosure to the third party.

### **ARTICLE 12: BUYER'S RE-SALE OF PRODUCT**

No less than fifteen (15) days prior to the Notification Deadline for any Showing Month of the Delivery Term, Buyer may provide written notice to Seller of Buyer's intent to re-sell all or a portion of the Product and any associated rights, in each case, acquired under this Agreement. If Buyer re-sells all or a portion of the Product and any associated rights acquired under this Agreement in accordance with this Article 12 ("Resold Product"), Seller agrees, and agrees to cause the Unit's Scheduling Coordinator, to follow Buyer's reasonable instructions with respect to providing such Resold Product to subsequent purchasers of such Resold Product to the extent such instructions are consistent with Seller's obligations under this Agreement. Seller further agrees, and agrees to cause the Unit's Scheduling Coordinator, to take all commercially reasonable actions and execute any and all documents or instruments reasonably necessary to allow such

subsequent purchasers to use such Resold Product in a manner consistent with Buyer's rights under this Agreement. If Buyer incurs any liability to any purchaser of such Resold Product directly due to the failure of Seller or the Unit's Scheduling Coordinator to comply with the terms of this Agreement, then Seller shall be liable to Buyer for any liabilities Seller would have incurred under this Agreement if Buyer had not resold the Product, including without limitation, pursuant to Sections 3.8 and 3.9.

In the event there is any Resold Product, Buyer agrees to notify Seller that such a sale has occurred and agrees to provide Seller with the information specified below promptly following such sale (and any other information reasonably requested by Seller so that Seller may perform its obligations in this Article 12) and promptly notify Seller of any subsequent changes to such information with respect to any particular sale: (i) benefitting load serving entity SC identification number (SCID), (ii) volume (in MW) of Resold Product, and (iii) subsequent sale delivery period for Resold Product.

# **ARTICLE 13: COMPLIANCE OBLIGATION**

The Parties acknowledge and agree that a material purpose of this Agreement is to enable Buyer to satisfy its Compliance Obligation. If, at any time during the Term, the Primary Unit is not qualified to produce Product, including RAR Attributes, LAR Attributes, and FCR Attributes, as applicable, including due to any action by the CPUC, CAISO or any Governmental Body having jurisdiction that results in any change in Applicable Law occurring after the Effective Date that changes the Resource Adequacy Requirements such that the Product can no longer be counted towards Buyer's Compliance Obligation (a "Compliance Issue"), the Parties shall work in good faith to revise this Agreement so that the Parties can perform their obligations regarding the purchase and sale of Product sold hereunder in order to maintain the original intent; provided, however, in no event shall Seller be obligated to undertake capital improvements, Unit enhancements, or the construction of new facilities. If a Compliance Issue results in the Product not being able to be counted towards Buyer's Compliance Obligation, and the Parties have not reached agreement on amendments within after the initiation of discussions regarding the Compliance Issue that would allow the Product to be able to be counted towards Buver's Compliance Obligation. Buver may terminate this Agreement upon written notice to Seller, which shall be effective the next Business Day after such notice is received, and any such termination shall be without liability to either Party, subject to payment of any amounts owing as of the effective date of such termination.

# **ARTICLE 14: COLLATERAL REQUIREMENTS**

### 14.1 Development Security.





# 14.2 Performance Security.

Seller shall deliver Performance Security to Buyer on or before the Initial Delivery Date. Seller shall maintain the Performance Security in full force and effect, and shall within five (5) Business Days after any draws made by Buyer in accordance with this Agreement replenish the Performance Security, until the following have occurred: (a) the Delivery Term has expired or terminated early in accordance herewith; and (b) all payment obligations of Seller then due and payable under this Agreement, including compensation for penalties, termination damages, indemnification payments orother 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 the Performance Security is a Letter of Credit and the issuer of such Letter of Credit (i) fails to maintain the minimum Credit Rating set forth in the definition of Letter of Credit, (ii) indicates its intent not to renew such Letter of Credit and such Letter of Credit expires prior to the end of the Delivery Term, or (iii) fails to honor Buyer's properly documented request todraw on such Letter of Credit by such issuer, Seller shall have ten (10) Business Days to either post cash or deliver a substitute Letter of Credit that meets the requirements set forth in the definition of Performance Security.

# 14.3 First Priority Security Interest in Cash or Cash Equivalent Collateral.

(a) 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 and Performance Security, any other cash collateral and cash equivalent collateral posted under this Agreement, 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.

(b) 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, as applicable, Buyer may do any one or more of the following:

(i) Exercise any of its rights and remedies with respect to the Development Security or Performance Security, as applicable, including any such rights and remedies under Applicable Law then in effect;

(ii) Draw on any outstanding Letter of Credit issued for its benefit and retain any cash held by Buyer as Development Security or Performance Security, as applicable; and

(iii) Liquidate 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 these obligations are satisfied in full.

# **ARTICLE 15: INSURANCE**

### 15.1 Insurance.

Prior to the start of construction of the Primary Unit and thereafter throughout the remainder of the Term, Seller shall procure and maintain the following insurance coverage and require and cause its contractors to maintain the same levels of coverage. For the avoidance of doubt, the obligations of the Seller in this Section 15.1 constitute a material obligation of this Agreement.

# (a) <u>Workers' Compensation and Employers' Liability.</u>

(i) If it has employees, workers' compensation insurance indicating compliance with any applicable labor codes, acts, Applicable Laws or statutes, California state or federal, where Seller performs Work.

(ii) Employers' liability insurance will not be less than for injury or death occurring as a result of each accident. With regard to bodily injury by disease, the policy limit will apply to each employee.

(b) <u>Commercial General Liability.</u>

(i) Commercial general liability insurance, including products and completed operations and personal injury insurance, in a minimum amount of

, and an annual aggregate of not less than

endorsed to provide contractual liability in said amount (subject to policy terms and conditions), specifically covering Seller's insurable indemnity obligations under this Agreement and including Buyer as an additional insured but only to the extent of

Seller's insurable indemnity obligations under this Agreement. Limits may be satisfied through a combination of primary and excess policies.

(ii) An umbrella insurance policy in a minimum limit of liability of

(iii) 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.

(c) <u>Business Auto.</u>

(i) Business auto insurance for bodily injury and property damage with limits of one million dollars (\$1,000,000) per occurrence.

(ii) 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.

(d) <u>Construction All-Risk Insurance.</u>

(i) During the construction of the Primary Unit prior to the Initial Delivery Date, construction all-risk form property insurance covering the Primary Unit during such construction periods, and naming Seller (and Lender if any) as the loss payee.



# 15.2 Evidence of Insurance.

Prior to the start of construction of the Primary Unit and upon annual renewal thereafter, Seller shall deliver to Buyer certificates of insurance evidencing the coverage required under this Agreement. These certificates shall specify that Buyer shall be given at least thirty (30) days prior notice by Seller in the event of any cancellation or termination of coverage, except ten (10) days for nonpayment of premium. With the exception of Workers Compensation/Employers Liability,

such insurance shall be primary coverage without right of contribution from any insurance of Buyer.

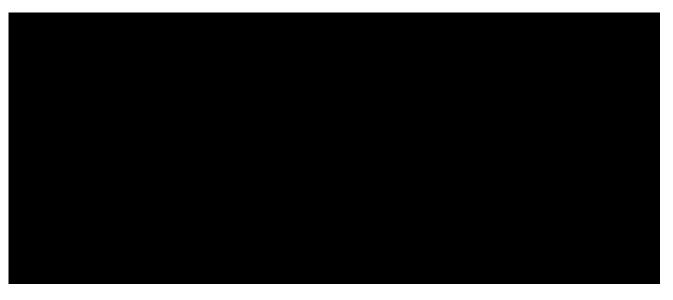
# ARTICLE 16: PRIMARY UNIT CONSTRUCTION AND INITIAL DELIVERY DATE

# **16.1** Construction of the Primary Unit.

(a) <u>Construction Start</u>. "<u>Construction Start</u>" will occur upon satisfaction of the following: Seller has (i) executed an engineering, procurement, and construction contract (or equivalent agreements) and (ii) issued thereunder a notice to proceed or its equivalent that authorizes the contractor to mobilize to Site and begin physical construction of the Primary Unit 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 B hereto, and the date certified therein shall be the "Construction Start Date."

Progress Reports. Within fifteen (15) days after the close of (i) each calendar (b) 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 Initial Delivery Date, Seller shall provide to Buyer a Progress Report and agree to regularly scheduled meetings between representatives of Buyer and Seller to review such monthly reports and discuss Seller's construction progress. The form of the Progress Report is set forth in Exhibit F. Seller shall also provide Buyer with any reasonable 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 shall also provide Buyer with any information in Seller's possession that is reasonably requested by Buyer for Buyer to demonstrate to the CPUC, CAISO, or other Governmental Bodies that Buyer has met its applicable resource adequacy requirements, including providing status reports to the CPUC with respect to the Primary Unit. Subject to the provisions of Section 16.2, so long as Seller complies with its obligations under this Section 16.1(b), Seller shall not be considered in default of its obligations under this Agreement solely as a result of missing any Milestone.

# 16.2 Initial Delivery Date.



# **ARTICLE 17: MISCELLANEOUS**

### 17.1 Title and Risk of Loss.

Title to and risk of loss related to the Product shall transfer from Seller to Buyer at the Delivery Point. Seller warrants that it will deliver to Buyer the Designated RA Capacity free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Delivery Point.

### 17.2 Indemnity.

(a) <u>Indemnity by Seller</u>. Seller shall release, indemnify and hold harmless Buyer or Buyers' respective directors, officers, agents, and representatives against and from any and all loss, Claims, actions or suits, including costs and attorney's fees associated with damage to third parties resulting from, or arising out of or in any way connected with Seller's operation and/or maintenance of the Primary Unit, including without limitation any loss, Claim, action or suit, for or on account of injury to, bodily or otherwise, or death of persons, or for damage to or destruction of property belonging to such third parties, excepting only such loss, Claim, action or suit as may be caused solely by the willful misconduct or gross negligence of Buyer, its Affiliates, or Buyers' and Affiliates' respective agents, employees, directors, or officers.

(b) <u>Indemnity by Buyer</u>. Buyer shall release, indemnify and hold harmless Seller, its directors, officers, agents, and representatives against and from any and all loss, Claims, actions or suits, including costs and attorney's fees associated with damage to third parties resulting from, or arising out of or in any way connected with Buyer's access to the Unit site, including any loss, Claim, action or suit, for or on account of injury to, bodily or otherwise, or death of persons, or for damage to or destruction of property belonging to such third parties, excepting only such loss, Claim, action or suit as may be caused solely by the willful misconduct or gross negligence of Seller, its Affiliates, or Seller's and Affiliates' respective agents, employees, directors or officers.

(c) <u>No Dedication</u>. Without limitation of each Party's obligations under Sections 17.2(a) and 17.2(b) herein, nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any person or entity not a Party to this Agreement. No undertaking by one Party to the other under any provision of this Agreement shall constitute the dedication of that Party's system or any portion thereof to the other Party or the public, nor affect the status of Buyer as an independent public utility corporation or Seller as an independent individual or entity.

# 17.3 Assignment.

Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed; *provided*, *however*, Seller may, without the consent of Buyer (and without relieving itself from liability hereunder), (i) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements, (ii) transfer or assign this Agreement to an affiliate of such Party which affiliate's creditworthiness is equal to or higher than that of such Party, or (iii) transfer or assign this Agreement to any person

or entity succeeding to all or substantially all of the assets of such Party whose creditworthiness is equal to or higher than that of such Party; *provided*, *however*, that in the case of any such assignment pursuant to clause (ii) or clause (iii), any such assignee shall agree in writing to be bound by the terms and conditions hereof and so long as the transferring Party delivers such tax and enforceability assurance as the non-transferring Party may reasonably request. In connection with any financing or refinancing of the Primary Unit, Buyer shall in good faith negotiate and agree upon a consent to collateral assignment of this Agreement in a form that is commercially reasonable and customary in the industry.

# 17.4 Governing Law and Venue.

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. Each of the Parties irrevocably and unconditionally agrees that any suit, action or other proceeding arising out of or relating to this Agreement, the transactions contemplated hereby, any provision hereof or the breach, performance, enforcement or validity or invalidity of this Agreement or any provision hereof shall be filed in either the United States District Court for the Southern District of California or the Superior Court of California, County of San Diego, as appropriate (and agrees not to commence any suit, action or proceeding relating thereto except in such courts). Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement, the transactions contemplated hereby, any provision hereof or the breach, performance, enforcement or validity or invalidity of this Agreement or any provision hereof in the United States District Court for the Southern District of California or the Superior Court of California, County of San Diego, as appropriate, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Notwithstanding the foregoing, each Party agrees that a final judgment (i.e., judgment after any appeals that may be duly made) in any suit, action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment in any jurisdiction or in any other manner provided in law or in equity.

# 17.5 Notices.

All notices, requests, statements or payments shall be made as specified in Exhibit G. Notices (other than scheduling requests) shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, overnight courier service, email or facsimile. Notice by email, facsimile or hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a Business Day, and otherwise shall be effective at the close of business on the next Business Day. Notice by overnight United States mail or courier shall be effective on the next Business Day after it was sent. A Party may change its addresses by providing notice of same in accordance herewith.

# 17.6 Mobile-Sierra.

Absent the agreement of all Parties to the proposed change, the standard of review for changes to any rate, charge, classification, term or condition of this Agreement, whether proposed by a Party (to the extent that any waiver below is unenforceable or ineffective as to such Party), a non-party or FERC acting <u>sua sponte</u>, 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), and clarified by *Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish*, 554 U.S. 527 (2008); *NRG Power Marketing LLC v. Maine Public Utility Commission*, 558 U.S. 527 (2010.

Notwithstanding any provision of this Agreement, and absent the prior written agreement of the Parties, each Party, to the fullest extent permitted by Applicable Laws, for itself and its respective successors and assigns, hereby also expressly and irrevocably waives any rights it can or may have, now or in the future, whether under Sections 205, 206, or 306 of the Federal Power Act or otherwise, to seek to obtain from FERC by any means, directly or indirectly (through complaint, investigation, supporting a third party seeking to obtain or otherwise), and each hereby covenants and agrees not at any time to seek to so obtain, an order from FERC changing any section of this Agreement specifying any rate or other material economic terms and conditions agreed to by the Parties.

# 17.7 General.

This Agreement (including the exhibits, schedules and any written supplements hereto, if any) constitutes the entire agreement between the Parties relating to the subject matter. Notwithstanding the foregoing, any collateral, credit support or margin agreement or similar arrangement between the Parties shall, upon designation by the Parties, be deemed part of this Agreement and shall be incorporated herein by reference. 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. Except to the extent herein provided for, no amendment or modification to this Agreement shall be enforceable unless reduced to writing and executed by both Parties. Each Party agrees if it seeks to amend any applicable wholesale power sales tariff during the term of this Agreement, such amendment will not in any way affect outstanding transactions under this Agreement without the prior written consent of the other Party. Each Party further agrees that it will not assert, or defend itself, on the basis that any applicable tariff is inconsistent with this Agreement. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement). Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default. Any provision declared or rendered unlawful by any applicable court of law or regulatory agency or deemed unlawful because of a statutory change (individually or collectively, such events referred to as "Regulatory Event") will not otherwise affect the remaining lawful obligations that arise under this Agreement; provided, further, that if a Regulatory Event occurs, the Parties shall use commercially reasonable efforts to reform this Agreement in order to give effect to the original intention of the Parties. The term "including" when used in this Agreement shall be by way of example only and shall not be considered in any way to be in limitation. The headings used herein are for convenience and reference purposes only. All indemnity and audit rights shall survive the termination of this Agreement for twelve (12) months. This Agreement shall be binding on each Party's successors and permitted assigns.

### 17.8 Audit.

Each Party has the right, at its sole expense and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement. If requested, a Party shall provide to the other Party statements evidencing the Designated RA Capacity delivered hereunder. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such statement and the payments thereof will be made promptly and shall bear interest calculated at the Interest Rate from the date the overpayment or underpayment was made until paid; *provided*, *however*, that no adjustment for any statement or payment will be made unless objection to the accuracy thereof was made prior to the lapse of twelve (12) months from the rendition thereof, and thereafter any objection shall be deemed waived.

### **17.9** Forward Contract.

The Parties acknowledge and agree that this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code.

### 17.10 Dispute Resolution.

(a) In the event of any claim, controversy or dispute between the Parties arising out of or relating to or in connection with this Agreement (including any dispute concerning the validity of this Agreement or the scope and interpretation of this Section 17.10) (a "Dispute"), any Party (the "Notifying Party") may deliver to the other Parties (the "Recipient Party") notice of the Dispute with a detailed description of the underlying circumstances of such Dispute (a "Dispute Notice"). The Dispute Notice shall include a schedule of the availability of the Notifying Party's senior officers (having a title of senior vice president (or its equivalent) or higher) duly authorized to settle the Dispute during the thirty (30) day period following the delivery of the Dispute Notice.

(b) The Recipient Party shall, within five (5) Business Days following receipt of the Dispute Notice, provide to the Notifying Party a brief summary of the Recipient Party's position on the Dispute and a parallel schedule of availability of the Recipient Party's senior officers (having a title of senior vice president (or its equivalent) or higher) duly authorized to settle the Dispute. Following delivery of the respective senior officers' schedules of availability, the senior officers of the Parties shall meet and confer as often as they deem reasonably necessary during the remainder of the thirty (30) day period in good faith negotiations to resolve the Dispute to the satisfaction of each Party.

(c) In the event a Dispute is not resolved pursuant to the procedures set forth in Sections 17.10(a) and (b) by the expiration of the thirty (30) day period set forth in Section 17.10(b), then a Party may pursue any legal remedy available to it in accordance with this Agreement.

# 17.11 Execution.

A signature received via facsimile or email shall have the same legal effect as an original.

# 17.12 Joint Powers Authority.

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

# 17.13 Dodd-Frank Act

The Parties intend this Agreement to be a "customary commercial arrangement" as described in Section II.A.1 of Commodity Futures Trading Commission, *Proposed Guidance, Certain Natural Gas andElectric Power Contracts*, 81 Fed. Reg. 20583 at 20586 (Apr. 8, 2016) and a "Forward Capacity Transaction" within the meaning of Commodity Futures Trading Commission, *Final Order in Response to a Petition From Certain Independent System Operators and Regional Transmission Organizations To Exempt Specified Transactions Authorized by a Tariff or Protocol Approved by the Federal Energy Regulatory Commission, 78 Fed. Reg. 19,880 (Apr. 2, 2013).* 

# 17.14 Market-Based Rate Authority.

Seller agrees, in accordance with Federal Energy Regulatory Commission (FERC) Order No. 697, to, upon request of Buyer, submit a letter of concurrence in support of any affirmative statement by Buyer that this Agreement does not transfer "ownership or control of generation capacity" from Seller to Buyer as the term "ownership or control of generation capacity" is used in 18 CFR Section 35.42. Seller also agrees that it will not, in filings, if any, made subject to Order Nos. 652 and 697, claim that this Agreement conveys ownership or control of generation capacity from Seller to Buyer.

# 17.15 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 shall have such meaning in this Agreement or (ii) do not have well known and generally accepted meaning 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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

# SE US DEVELOPMENT, LLC, a Delaware<br/>limited liability companySAN DIEGO COMMUNITY POWER,<br/>a California joint powers authority

By:	By:
Name:	Name:
Title:	Title:

# **EXHIBIT A: FORM OF LETTER OF CREDIT**

[Issuing Bank Letterhead and Address]

# IRREVOCABLE STANDBY LETTER OF CREDIT NO. [XXXXXXX]

Date:

Bank Ref.: Amount: US\$[XXXXXXX] Expiry Date:

APPLICANT DETAILS TO BE PROVIDED

Beneficiary:

[Buyer], a California joint powers authority

[Address]

Ladies and Gentlemen:

By the order of \_\_\_\_\_\_ ("Applicant"), we, [insert bank name and address] ("Issuer") hereby issue our Irrevocable Standby Letter of Credit No. [XXXXXX] (the "Letter of Credit") in favor of [Buyer], a California joint powers authority ("Beneficiary"), [Address], for an amount not to exceed the aggregate sum of U.S. \$[XXXXX] (United States Dollars [XXXXX] and 00/100), pursuant to that certain Resource Adequacy Agreement dated as of \_\_\_\_\_\_ and as amended (the "Agreement") between [Applicant] and Beneficiary. This Letter of Credit shall become effective immediately and shall expire on [XXXXX] which is one year after the issue date of this Letter of Credit, or any expiration date extended in accordance with the terms hereof (the "Expiration Date").

Funds under this Letter of Credit are available to Beneficiary by presentation on or before the Expiration Date of a dated statement purportedly signed by your duly authorized representative, in the form attached hereto as Exhibit A, containing one of the two alternative paragraphs set forth in paragraph 2 therein, referencing our Letter of Credit No. [XXXXXX] ("Drawing Certificate").

The Drawing Certificate may be presented by (a) physical delivery, or (b) facsimile to [bank fax number [XXX-XXX-XXX]] confirmed by [e-mail to [bank email address]] (if presented by fax it must be followed up by a phone call to us at [XXXXXX] or [XXXXX] to confirm receipt) with the originals to follow via courier. The drawing will be effective upon our receipt of the original documents at the above noted address.

The original of this Letter of Credit (and all amendments, if any) is not required to be presented in connection with any presentment of a Drawing Certificate by Beneficiary hereunder in order to receive payment.

We hereby agree with the Beneficiary that documents presented under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation to the Issuer on or before the Expiration Date. All payments made under this Letter of Credit shall be made with Issuer's own immediately available funds by means of wire transfer in immediately available United States dollars to Beneficiary's account as indicated by Beneficiary in its Drawing Certificate or in a communication accompanying its 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.

It is a condition of this Letter of Credit that the Expiration Date shall be deemed automatically extended without an amendment for a one year period beginning on the present Expiration Date hereof and upon each anniversary for such date, unless at least one hundred twenty (120) days prior to any such Expiration Date we have sent to you written notice by registered mail or overnight courier service that we elect not to extend this Letter of Credit, in which case it will expire on the date specified in such notice. 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.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce Publication No. 600 (the "UCP"), except to the extent that the terms hereof are inconsistent with the provisions of the UCP, including but not limited to Articles 14(b) and 36 of the UCP, in which case the terms of this Letter of Credit shall govern. In the event of an act of God, riot, civil commotion, insurrection, war or any other cause beyond Issuer's control (as defined in Article 36 of the UCP) that interrupts Issuer's business and causes the place for presentation of the Letter of Credit to be closed for business on the last day for presentation, the Expiration Date of the Letter of Credit will be automatically extended without amendment to a date thirty (30) calendar days after the place for presentation reopens for business.

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. [XXXXXX]. For telephone assistance, please contact Issuer's Standby Letter of Credit Department at [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: [Buyer], Chief Operating Officer, [Address]. 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 [Buyer], a California joint powers authority, [Buyer address], as beneficiary (the "Beneficiary") of the Irrevocable Letter of Credit No. [XXXXXX] (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 Resource Adequacy Agreement dated as of \_\_\_\_\_\_, (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) or other occasion provided for in the Agreement where Beneficiary is authorized to draw on the letter of credit 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 we have received notice from the Bank that you have elected not to extend the Expiration Date of the Letter of Credit beyond its current Expiration Date and 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 [Buyer], a California joint powers authority 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 [Buyer], a California joint powers authority by wire transfer in immediately available funds to the following account:

[Specify account information]

[Buyer]

Name and Title of Authorized Representative

Date\_\_\_\_\_

### EXHIBIT B: FORM OF CONSTRUCTION START DATE CERTIFICATE

This certification of Construction Start Date ("Certification") is delivered by SE US Development, LLC, a Delaware limited liability company ("Seller") to San Diego Community Power, a California joint powers authority ("Buyer") in accordance with the terms of that certain Resource Adequacy Agreement dated [date] ("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 that the Construction Start (as defined in 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.

IN WITNESS WHEREOF, the undersigned has executed this Certification on behalf of Seller as of the \_\_\_\_\_ day of \_\_\_\_\_.

[Seller]

By:		
Its:		
Date:		

### EXHIBIT C: FORM OF INITIAL DELIVERY DATE CERTIFICATE

This certification ("Certification") of Initial Delivery is delivered by SE US Development, LLC, a Delaware limited liability company ("Seller") to San Diego Community Power, a California joint powers authority ("Buyer") in accordance with the terms of that Resource Adequacy Agreement dated [date] ("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 \_\_\_\_\_\_, Seller hereby certifies and represents to Buyer the following:

- a) The Primary Unit is fully operational, reliable and interconnected, fully integrated and synchronized with the Transmission System.
- c) The Primary Unit is fully capable of charging, storing and discharging energy up to no less than and receiving instructions to charge, store and discharge energy.
- d) Seller's Interconnection Agreement provides for a maximum instantaneous discharge capability of no less than **been**.
- e) Authorization to parallel the Primary Unit was obtained by the Participating Transmission Owner, SCE on [DATE].

# **SELLER:**

Signature:\_\_\_\_\_

Name:			
Title:			

Date:			
Date:			

# ENGINEER

Signature:	 	 
Name:	 	 
Title:		
Date:		

### **EXHIBIT D: DESCRIPTION OF PRIMARY UNIT**

The following describes the Primary Unit to be constructed, operated and maintained by Seller through the Term in accordance with the Agreement.

Unit name: Athos Storage B

Unit description: 402 MW / 1608 MWh Battery Energy Storage System

Resource type: Battery Energy Storage

Nameplate capacity: 402 MW

Location: Riverside County north of I-10 and approximately 4 miles northeast of the town of Desert Center.

Unit physical address: 25250 Rice Rd, Desert Center, CA 92239

Unit elevation: 80m

Unit latitude:

Unit longitude:

Interconnection: TBD

CAISO transmission access charge area (e.g. SDG&E): SCE

Point of interconnection: Red Bluff 220 kV Substation

Point of interconnection address: South side of Interstate 10 (I-10), east of Desert Center/Rice Road and west of Corn Springs Road, in unincorporated Riverside County, California, 96080

Existing zone (e.g. SP-15): SP-15

PNode: ATHOS\_5\_AP2X2-APND (or alternate PNode assigned to the Primary Unit by the CAISO)

CAISO Resource ID: TBD

Substation: SCE Red Bluff 220 kV

### **EXHIBIT E: WORKFORCE DEVELOPMENT**

### Sample Supplier Diversity Survey

Please note that not all questions may apply to your business. For the questions that do not apply, please skip them or answer "Not Applicable" or "Decline to State."

Pursuant to Proposition 209, SDCP does not give preferential treatment based on race, sex, color, ethnicity, or national origin. Providing information in these categories is optional and will not impact your participation in any future SDCP solicitation selection process. Responses are collected for informational and reporting purposes only pursuant to Senate Bill (SB) 255.

\*Required

1. Business Name\*

2. Email Address\*

3. Where is your business located/headquartered?

4. Is your business certified under General Order 156 (GO 156)? GO 156 is a California Public Utilities Commission ruling that requires utility entities to report annually on their contracts with majority women-owned, minority-owned, disabled veteran-owned and LGBTowned business enterprises (WMDVLGBTEs) in all categories. Qualified businesses become GO 156 Certified through the CPUC and are then added to the GO 156 Clearinghouse database at www.thesupplierclearinghouse.com.

Yes

No

Qualified as a WMDVLGBTBE but not GO 156 certified

5. If you answered "yes" to Question 4, when does your certification expire?

6. If you answered "yes" or "qualified, but not certified" to Question 4, in which categories are you certified or qualified? Please choose all that apply.

Minority Owned

Women Owned

LGBT Owned

Disabled Veteran Owned

Small Business Enterprise, as defined by 8(d) of the Small Business Act

7. If your business is a minority-owned business enterprise, what GO156 certification or qualification does your business fall under?

Black American

Hispanic American

Asian Pacific American

Native American

8. Please list the Standardized Industrial Code (SIC) of the products and services your business offers. Search for your SIC in the "Commodity Codes" search bar, here: https://sch.thesupplierclearinghouse.com/FrontEnd/SearchCertifiedDirectory.asp.

9. If certified under GO 156, please list your annual business revenue as reported to the CPUC Supplier Clearinghouse. You may check your CPUC Supplier Clearinghouse status here: <u>https://sch.thesupplierclearinghouse.com/FrontEnd/SearchCertifiedDirectory.asp</u>.

10. If your business is qualified, but not GO 156 certified, please identify the reasons for not completing the certification process?

11. If your business has used GO 156 certified subcontractors for your SDCP contract, please include a list of your subcontractor business names, if the subcontract is for products or services, and the anticipated subcontract amount. Example: Electrical Design Technology, Inc.; products (batteries); \$100,000.

12. If applicable, please describe any hiring policies your business has for using small, local, and/or economically disadvantaged subcontractors or for using subcontractors that qualify for the GO 156 Supplier Clearinghouse.

13. Does your business have a history of using apprenticeship programs, local hires, union labor, or multi-trade project labor agreements? Local hires can be defined as labor-sourced from within SDCP's service area.

Yes, apprenticeship programs in this recent contract with SDCP

Yes, local labor in this recent contract with SDCP

Yes, union labor in this recent contract with SDCP

Yes, multi-trade PLA in this recent contract with SDCP

Yes, apprenticeship programs but not in this contract with SDCP

Yes, history of local hire but not in this contract with SDCP

Yes, history of union labor but not in this contract with SDCP

Yes, history of multi-trade PLA but not in this contract with SDCP

Uses California-based labor, but not local to SDCP's service areas

None of the above

Not applicable

14. Are you a small business? Please refer to the Small Business Association' Size Standards tool for more information: <u>https://www.sba.gov/sizestandards</u>.

Yes

No

15. If you answered "yes" to question 14, please describe your history with labor agreements, union labor, multi-trade labor, apprenticeship labor, or how many local workers/businesses you employ for your contract with SDCP.

16. Is there any additional feedback that you would like to provide to SDCP at this time?

17. Does the bidder have formal initiatives to promote diversity, equity, and inclusion among its workforce?

18. If the answer to question 17 is "Yes,", please explain and provide supporting documentation.

19. Has the bidder adopted formal Environmental, Social, and Governance (ESG) goals?

20. If the answer to question 19 is "Yes", please explain and provide supporting documentation.

### **EXHIBIT F: PROGRESS REPORTING FORM**

Each Progress Report must include the following items:

- 1. Executive summary.
- 2. Primary Unit description.
- 3. Site plan of the Primary Unit.
- 4. Description of any material planned changes to the Primary Unit or the Site.
- 5. Schedule showing progress on Primary Unit construction generally and achieving each of the Milestones and the Initial Delivery Date.
- 6. Summary of activities during the previous quarter or month, as applicable, including any OSHA labor hour reports.
- 7. Forecast of activities scheduled for the current calendar quarter or month, as applicable.
- 8. Written description about the progress relative to the Milestones and the Initial Delivery Date, including whether Seller is on schedule with respect to the same.
- 9. List of issues that are likely to potentially affect achievement of the Milestones and the Initial Delivery Date.
- 10. Progress and schedule of the EPC Contract, all major equipment supply agreements, Governmental Approvals, technical studies, and financing arrangements.
- 11. Pictures, in sufficient quantity and of appropriate detail, in order to document construction and interconnection progress.
- 12. Any other documentation reasonably requested by Buyer.

# **EXHIBIT G: NOTICES**

<b>SE US DEVELOPMENT, LLC, a Delaware</b> <b>limited liability company</b> ("Seller")	SAN DIEGO COMMUNITY POWER, a California joint powers authority ("Buyer")
All Notices:	All Notices:
Street: 3 Lagoon Dr., Suite 280	P.O. Box 12716
City: Redwood City, CA Attn: SBE Asset Mgmt Phone: 650-731-3262 Email: <u>amus@sbenergy.com</u>	San Diego, CA 92112 Attn: Byron Vosburg, Director of Power Services Phone: (619) 880-6545 Email: bvosburg@sdcommunitypower.org
Reference Numbers:	Reference Numbers:
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### SAN DIEGO COMMUNITY POWER Staff Report – Item 19

	-
To:	San Diego Community Power Board of Directors
From:	Byron Vosburg, Managing Director, Power Services; and Kenny Key, Director of Power Contracts
Via:	Karin Burns, Chief Executive Officer
Subject:	Energy Storage Service Agreement for the Chula Vista Energy Center 2 project
Date:	January 18, 2024

### RECOMMENDATION

Adopt the proposed Energy Storage Service Agreement for the project Chula Vista Energy Center 2 and authorize the CEO to execute the agreement.

### BACKGROUND

As San Diego Community Power (SDCP) strives to meet its environmental, financial, and regulatory compliance goals and requirements, long-term contracts of at least 10 years in duration are integral components of its portfolio. Long-term contracts provide renewable generation and clean energy storage facility developers with the certain revenue stream against which they can finance up-front capital requirements, so each long-term contract that SDCP signs with a developing facility will underpin a new, incremental project. In addition, long-term contracts lock in energy and capacity supply around which SDCP can build its power supply portfolio while also providing power supply cost certainty around which SDCP can develop its pro forma financial model.

In D.21-06-025, the California Public Utilities Commission (CPUC) required each Load Serving Entity (LSE) in California to make significant long-term purchase commitments for resource adequacy from new, incremental generation and storage facilities that will achieve commercial operation during 2023 through 2026. Further, Decision 23-02-040 allowed LSEs to contract for long-lead time resources, including long duration storage, with commercial operations out into 2028 to meet its resource adequacy requirements.

The proposed Energy Storage Service Agreement (ESSA) is for capacity, energy arbitrage and ancillary services benefits from a 50 MW/200 MWh, 4-hour battery energy storage facility the Chula Vista Energy Center 2 project ("CVEC2"), being developed by Wellhead Electric Company, Inc. ("Wellhead"). The ESSA originated from an offer SDCP

received in late 2023 via its 2023 Request for Information for projects seeking to apply to the CAISO Transmission Planning Process in 2024. SDCP engaged with Wellhead after short-listing the project and has reached terms mutually agreeable to both parties.

# ANALYSIS AND DISCUSSION

Staff negotiated the attached full toll ESSA for the purchase of capacity, energy arbitrage and ancillary services from the CVEC2 project, which is a standalone battery storage project to be developed in San Diego County by Wellhead.

As previously reviewed with the Ad Hoc Energy Contracts Working Group, the ESSA provides for a Guaranteed Commercial Operate date of June 1, 2026, which will help ensure the project meets the commercial operation date requirements under CPUC Decision 21-06-025 to allow the capacity to count towards SDCP's 2026 compliance requirements for mid-term reliability.

Below is additional information regarding Wellhead and the ESSA.

Background on Wellhead:

- Since 1982, Wellhead has been involved in the development, construction, completion and/or operation of twenty gas fired generation facilities (including four CHP), one landfill gas generation facility, several hybrid and energy storage projects, and multiple solar PV projects. Wellhead and/or its affiliates currently own and/or operate eleven generating projects totaling over 525 MW.
- Notable recent projects from Wellhead include:
  - Stanton Battery Energy Storage Project ("SBES"):
    - Commercial in 2023, SBES consists of a 68.8 MW, 4-Hour battery energy storage system ("BESS").
  - Fresno Energy Storage 1 ("FES1"):
    - Commercial in 2023, FES1 consists of a 16 MW, 1-Hour BESS, hybridized with an existing gas turbine.
  - Stanton Energy Reliability Center ("SERC"):
    - Commercial in 2020, SERC consists of a 98 MW, hybrid electric gas turbine. This project includes two GE LM6000 Gas Turbines and two ~10 MW, ½-Hour BESS's. The gas turbines and BESS's were integrated with Wellhead's patented EGT hybrid control system.
  - ENMAX EGT ("ENMAX"):
    - The ENMAX project was completed in 2020 and consists of a ~10 MW, ½-Hour BESS. The battery was hybridized with an existing gas turbine at the project site.
  - SCE EGT Center Project ("Center"):
    - Completed in 2017, consists of a ~10 MW, ½-Hour BESS hybridized with an existing gas turbine.
  - SCE EGT Grapeland Project ("Grapeland"):

 Completed in 2017, consists of a ~10 MW, ½-Hour BESS hybridized with an existing gas turbine.

Contract Overview – Chula Vista Energy Center 2

- Project: 49.7 MW/198.8 MWh (4-hour) lithium-ion battery energy system
- Project location: San Diego County, California
- Guaranteed commercial operation date: June 1, 2026
- Deliverability: contract is contingent on Wellhead obtaining delivery for the CVEC2 project via the CAISO Transmission Planning Process in 2024, 2025, or 2026
- Contract term: 15 years
- Pricing: Fixed capacity price adjusted for availability and verified capacity
- SDCP would receive financial compensation in the event of seller's failure to successfully achieve certain development milestones as well as seller's failure to meet guaranteed efficiency rates once the project is operational.

Community Benefits:

- Wellhead is committed to using union labor at the project.
- Project development will bring approximately 130 clean-energy jobs throughout construction and will be staffed during operations by Wellhead's 6-person San Diego area O&M staff.
- Project is located in a disadvantaged community and will help displace local and regional gas-fired generation in peak hours and fewer renewable curtailments will occur.
- Wellhead is providing scholarships to local high schools for students continuing education in the areas of Science, Technology, Engineering and Math.

# **COMMITTEE REVIEW**

The ECWG approved the shortlisting of the CVEC2 project on December 5, 2024.

# **FISCAL IMPACT**

The competitive capacity pricing of the ESSA is confidential, but the long-term purchase of capacity, energy arbitration, and ancillary services will provide SDCP with significant value and cost certainty over the term of this ESSA.

# ATTACHMENTS

Attachment A: Energy Storage Service Agreement for the Chula Vista Energy Center 2 project

# **CONFIDENTIAL** CHULA VISTA ENERGY CENTER ESSA

# ENERGY STORAGE SERVICE AGREEMENT

# **COVER SHEET**

Seller: Chula Vista Energy Center 2 ("Seller")

Buyer: San Diego Community Power, a California joint powers authority ("Buyer")

**Description of Facility**: A 49.7 MW-AC/198.8 MWh battery energy storage facility, located in San Diego County, in the State of California, as further described in <u>Exhibit A.</u>

### Milestones:

Milestone	Date for Completion
Evidence of Site Control	
Executed Interconnection Agreement	
Guaranteed Construction Start Date	January 15, 2026
Full Capacity Deliverability Status Obtained	
In-Service Date (back-feed)	
Initial Synchronization/Commencement of Trial Operations	
Guaranteed Commercial Operation Date	
Initial Showing Month	August 1, 2026

Delivery Term: 15 Contract Years

Guaranteed Capacity: 49.7 MW-AC at four (4) hours of continuous discharge

**Dedicated Interconnection Capacity:** 49.7 MW

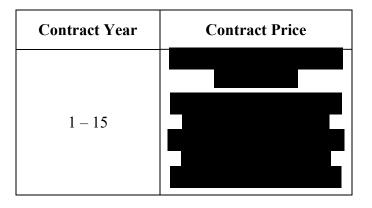
**Guaranteed Availability**:

**Guaranteed Efficiency Rate**:

Contract Year	Guaranteed Efficiency Rate
1-15	

# Minimum Efficiency Rate:

# Contract Price:



# Product:

- ⊠ Discharging Energy
- ☑ Installed Capacity and Effective Capacity
- $\boxtimes$  Ancillary Services
- ⊠ Capacity Attributes

# Scheduling Coordinator: To be determined

# Security Amount:

Development Security:

Performance Security:

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#### **ENERGY STORAGE SERVICE AGREEMENT**

This Energy Storage Service Agreement ("<u>Agreement</u>") is entered into as of [\_\_\_\_\_], 2024 (the "<u>Effective Date</u>"), between Buyer and Seller. Buyer and Seller are sometimes referred to herein individually as a "<u>Party</u>" and jointly as the "<u>Parties</u>." 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 <u>Contract Definitions</u>. The following terms, when used herein with initial capitalization, shall have the meanings set forth below:

"<u>AC</u>" means alternating current.

"Accepted Compliance Costs" has the meaning set forth in Section 3.7(c).

"<u>Administrative NQC Reduction</u>" means a reduction in the maximum achievable Net Qualifying Capacity of the Facility due to (a) a reduction that has been generally applied to resources materially similar to the Facility in terms of type, market and operational characteristics (including those characteristics specified in the CPUC Master Resource Database), including any methodology that incorporates fleet averages or other average outage rates, or (b) a reduction that is specifically applied based on the operational characteristics of the Facility (e.g. any changes with respect to storage duration requirements) to the extent such reduction is not caused by Seller's failure to meet its obligations under this Agreement.

"<u>Affiliate</u>" 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. Notwithstanding the foregoing, the Parties hereby agree and acknowledge that with respect to

Buyer the public entities designated as members or participants under the Joint Powers Agreement creating Buyer shall not constitute or otherwise be deemed an "Affiliate" for purposes of this Agreement.

"<u>Agreement</u>" has the meaning set forth in the Preamble and includes the Cover Sheet and any Exhibits, schedules and any written supplements hereto.

"<u>Alternative Dispatch</u>" has the meaning set forth in Section 4.6(b).

"<u>Ancillary Services</u>" means frequency regulation, spinning reserve, non-spinning reserve, regulation up, regulation down, voltage support, and any other ancillary services, in each case that the Facility is capable of providing consistent with the Operating Restrictions set forth in <u>Exhibit</u> Q, as each is defined in the CAISO Tariff.

"Automated Dispatch System" or "ADS" has the meaning set forth in the CAISO Tariff.

"<u>Automatic Generation Control</u>" or "<u>AGC</u>" has the meaning set forth in the CAISO Tariff.

"<u>Availability Adjustment</u>" has the meaning set forth in <u>Exhibit C</u>.

"<u>Availability Notice</u>" has the meaning set forth in Section 4.10.

"<u>Availability Standards</u>" 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.

"<u>Available Capacity</u>" means the capacity of the Facility, expressed in whole MWs, that is mechanically available to charge and discharge Energy and provide Ancillary Services.

"<u>Bankrupt</u>" or "<u>Bankruptcv</u>" 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.

"<u>Battery Charging Factor</u>" means a fraction, the numerator of which is the amount of Charging Energy absorbed by the Facility after the first five (5) hours of the charging phase of the applicable Capacity Test, and the denominator of which is the Effective Capacity.

"<u>Battery Discharging Factor</u>" means one (1) minus a fraction, the numerator of which is the amount of Discharging Energy discharged during the first four (4) hours of the discharging phase of the applicable Capacity Test, and the denominator of which is the Effective Capacity. "<u>Business Day</u>" 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.

"<u>Buyer</u>" has the meaning set forth on the Cover Sheet.

"<u>Buver Default</u>" means a failure by Buyer to perform Buyer's obligations hereunder, and includes an Event of Default of Buyer.

"<u>Buyer Dispatched Test</u>" has the meaning in Section 4.4(c).

"<u>Buyer's Indemnified Parties</u>" has the meaning set forth in Section 16.1(a).

"<u>CAISO</u>" means the California Independent System Operator Corporation or any successor entity performing similar functions.

"<u>CAISO Approved Meter</u>" 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 Charging Energy and Discharging Energy delivered to or from the Delivery Point.

"CAISO Balancing Authority Area" has the meaning set forth in the CAISO Tariff.

"<u>CAISO Certification</u>" 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 applicable Ancillary Services, PMAX, and PMIN.

"CAISO Charges Invoice" has the meaning set forth in Exhibit D.

"<u>CAISO Dispatch</u>" 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 Facility to charge or discharge at a specific MW rate for a specified period of time or amount of MWh.

"<u>CAISO Grid</u>" has the same meaning as "CAISO Controlled Grid" as defined in the CAISO Tariff.

"<u>CAISO Tariff</u>" means the California Independent System Operator Corporation Agreement and Tariff, Business Practice Manuals (BPMs), and Operating Procedures, as the same may be amended or modified from time-to-time and approved by FERC.

"<u>Capacity Attribute</u>" means any current or future defined characteristic, certificate, tag, credit, or accounting construct associated with the ability of the Facility to charge, discharge 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.

"<u>Capacity Damages</u>" has the meaning set forth in Section 6 of <u>Exhibit B</u>.

"<u>Capacity Test</u>" or "<u>CT</u>" means any test or retest of the Facility to establish the Installed Capacity, Effective Capacity, or Efficiency Rate or any other test conducted pursuant to <u>Exhibit</u> <u>O</u>.

"<u>CEQA</u>" means the California Environmental Quality Act.

"<u>Change of Control</u>" means a transaction or series of transactions where Wellhead Electric Company, WPower LLC, WPower Management Corporation or an Affiliate thereof which directly or indirectly have the power to control the management and policies of Seller prior to such transaction or series of transactions, ceases to directly or indirectly have the power to control the management and policies of Seller as a result of such transaction or series of transactions; *provided* that to the extent any of the foregoing entities cease to directly or indirectly continue to control the management and policies of Seller to accommodate any cash equity or tax equity transaction, such a change shall not constitute a Change of Control.

"<u>Charging Energy</u>" means the Energy delivered to the Facility pursuant to a Charging Notice, as measured at the Facility Metering Point by the Facility Meter, as such meter readings are adjusted by the CAISO for any applicable Electrical Losses and Station Use. All Charging Energy shall be used solely to charge the Facility.

"<u>Charging Notice</u>" means the operating instruction, and any subsequent updates, given by Buyer, Buyer's SC or the CAISO, directing the Facility to charge at a specific MW rate for a specified period of time or to a specified Stored Energy Level; *provided*, any such operating instruction shall be in accordance with the Operating Restrictions and the CAISO Tariff. Any instruction to charge the Facility pursuant to a Buyer Dispatched Test shall be considered a Charging Notice.

"<u>Collateral Assignment Agreement</u>" has the meaning set forth in Section 14.2 and substantially in the form attached as <u>Exhibit T</u>.

"<u>Commercial Operation</u>" has the meaning set forth in <u>Exhibit B</u>.

"<u>Commercial Operation Capacity Test</u>" means the Capacity Test conducted in connection with Commercial Operation of the Facility, including any additional Capacity Test for additional capacity installed after the Commercial Operation Date pursuant to Section 6 of <u>Exhibit</u> <u>B</u>.

"<u>Commercial Operation Date</u>" or "<u>COD</u>" has the meaning set forth in <u>Exhibit B</u>.

"<u>Commercial Operation Delay Damages</u>" means an amount equal to (a) the Development Security amount required hereunder, divided by (b) seventy-five (75).

"<u>Communications Protocols</u>" means certain Operating Restrictions developed by the Parties pursuant to <u>Exhibit Q</u> that involve procedures and protocols regarding communication with respect to the operation of the Facility pursuant to this Agreement.

"<u>Compliance Actions</u>" has the meaning set forth in Section 3.7(a).

"<u>Compliance Expenditure Cap</u>" has the meaning set forth in Section 3.7.

"<u>Confidential Information</u>" 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.

"<u>Contract Price</u>" has the meaning set forth on the Cover Sheet.

"<u>Contract Term</u>" has the meaning set forth in Section 2.1(a).

"<u>Contract Year</u>" 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.

"<u>Costs</u>" means, with respect to the Non-Defaulting Party, brokerage fees, commissions, breakage, recapture, prepayment and other similar third-party transaction costs and expenses reasonably incurred by such Party either in terminating or repaying any arrangement pursuant to which it has hedged its obligations or entering into new arrangements (including any such hedging arrangements) which replace the Agreement; and all reasonable attorneys' fees and expenses incurred by the Non-Defaulting Party in connection with terminating the Agreement.

"<u>Cover Sheet</u>" means the cover sheet to this Agreement, which is incorporated into this Agreement.

"CPM Soft Offer Cap" has the meaning set forth in the CAISO Tariff.

"<u>CPUC</u>" means the California Public Utilities Commission, or any successor entity performing similar functions.

"<u>Credit Rating</u>" 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.

"<u>Cure Plan</u>" has the meaning set forth in Section 11.1(b)(iii).

"<u>Curtailment Order</u>" 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 Charging Energy or Discharging 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) for any other reason;

(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, (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, or (iii) any public safety power shutoff or equivalent curtailment to address wildfire or related risks;

(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 or limitations under its Interconnection Agreement with the Transmission Provider or distribution operator.

"<u>Daily Delay Damages</u>" means an amount equal to (a) the Development Security amount required hereunder, divided by (b) ninety (90).

"<u>Damage Payment</u>" 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 set forth in Section 11.3(a).

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

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

"<u>Deemed Delivered RA</u>" means for the applicable Showing Month the amount of Net Qualifying Capacity expressed in MW that the Facility would have delivered to the Delivery Point, but for (i) a Force Majeure Event, and/or (ii) Planned Outages permitted by the terms of this Agreement to the extent such Planned Outages reduce the maximum achievable Net Qualifying Capacity of the Facility.

"<u>Dedicated Interconnection Capacity</u>" means an instantaneous amount of Charging Energy and/or Discharging Energy, as applicable, that is permitted to be delivered from and/or to the Delivery Point under Seller's Interconnection Agreement, in the amount of MWs as set forth on the Cover Sheet.

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

"<u>Delivered RA</u>" means the sum of (a) the Net Qualifying Capacity of the Facility for such month able to be shown on Buyer's monthly or annual Resource Adequacy Plan to the CAISO and CPUC and counted as Resource Adequacy Capacity by both the CAISO and CPUC, (b) Deemed Delivered RA and (c) Replacement RA.

"<u>Deliverability</u>" has the meaning set forth in the CAISO Tariff.

"<u>Deliverability Allocation Date</u>" means the date on which Seller notifies Buyer that CAISO has confirmed to Seller's reasonable satisfaction that the Facility has been allocated

Deliverability which is sufficient, in Seller's reasonable judgment, to finance and construct the Facility, but which is no less than 49.7 MW.

### "Deliverability Outside Date" means June 1, 2026.

"<u>Delivery Point</u>" means the PNode assigned to the Facility by the CAISO.

"<u>Delivery Term</u>" shall mean the period of Contract Years set forth on the Cover Sheet beginning on the RA Guarantee 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.

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

"<u>Discharging Energy</u>" means all Energy delivered from the Facility to the Delivery Point pursuant to a Discharging Notice during any Settlement Interval or Settlement Period, as measured at the Facility Metering Point by the Facility Meter, as such meter readings are adjusted by the CAISO for Station Use and Electrical Losses to the Delivery Point.

"<u>Discharging Notice</u>" means the operating instruction, and any subsequent updates, given by Buyer, Buyer's SC or the CAISO, directing the Facility to discharge Discharging Energy at a specific MW rate for a specified period of time or to a specified Stored Energy Level; *provided*, any such operating instruction or updates shall be in accordance with the Operating Restrictions and the CAISO Tariff. Any instruction to discharge the Facility pursuant to a Buyer Dispatched Test shall be considered a Discharging Notice.

"<u>Disclosing Party</u>" has the meaning set forth in Section 18.2.

"Dispatch Notice" means any Charging Notice, Discharging Notice and any subsequent updates thereto, given by the CAISO, Buyer or Buyer's SC, to Seller, directing the Facility to charge or discharge Energy at a specific MWh rate, for a specified period of time, and/or to a specified Stored Energy Level; *provided*, any such operating instruction or updates shall be in accordance with the Operating Restrictions.

"<u>Early Termination Date</u>" has the meaning set forth in Section 11.2(a).

"Effective Capacity" means the lesser of (a) PMAX, and (b) maximum dependable operating capacity of the Facility to discharge Energy for four (4) hours of continuous discharge, as measured in MW at the Delivery Point (i.e., measured at the Facility Meter and adjusted for Electrical Losses to the Delivery Point to the extent such Electrical Losses are not already reflected in the Facility Meter measurements) as determined pursuant to the most recent Capacity Test (including the Commercial Operation Capacity Test), and as evidenced by a certificate substantially in the form attached as Exhibit I hereto, in either case (a) or (b) up to but not in excess of (i) the Guaranteed Capacity (with respect to a Commercial Operation Capacity Test).

"Effective Date" has the meaning set forth on the Preamble.

"Effective Flexible Capacity" or "EFC" has the meaning set forth in the CAISO Tariff.

"<u>Efficiency Rate</u>" means the tested rate calculated pursuant to Sections II.I(2) and III(A) of <u>Exhibit O</u> by dividing Discharging Energy by Charging Energy.

"<u>Electrical Losses</u>" means, subject to meeting any applicable CAISO requirements and in accordance with Section 7.1, all transmission or transformation losses (a) between the Delivery Point and the Facility Metering Point associated with delivery of Charging Energy, and (b) between the Facility Metering Point and the Delivery Point associated with delivery of Discharging Energy.

"<u>Emission Reduction Credits</u>" or "<u>ERCs</u>" means emission reductions that have been authorized by a local air pollution control district pursuant to California Division 26 Air Resources; Health and Safety Code Sections 40709 and 40709.5, whereby a district has established a system by which all reductions in the emission of air contaminants that are to be used to offset certain future increases in the emission of air contaminants shall be banked prior to use to offset future increases in emissions.

"<u>Energy</u>" means electrical energy, measured in kilowatt-hours, megawatt-hours, or multiple units thereof.

"Energy Management System" or "EMS" means the Facility's energy management system.

"Environmental Cost" means costs incurred in connection with acquiring and maintaining all environmental permits and licenses for the Facility, and the Facility's compliance with all applicable environmental laws, rules and regulations, including capital costs for pollution mitigation or installation of emissions control equipment required to permit or license the Facility, all operating and maintenance costs for operation of pollution mitigation or control equipment, costs of permit maintenance fees and emission fees as applicable, the costs of all Emission Reduction Credits or Marketable Emission Trading Credits required by any applicable environmental laws, rules, regulations, and permits to operate the Facility, and the costs associated with the disposal and clean-up of hazardous substances introduced to the Site, and the decontamination or remediation, on or off the Site, necessitated by the introduction of such hazardous substances on the Site.

"Event of Default" has the meaning set forth in Section 11.1.

"Excused Event" has the meaning set forth in Exhibit P.

"Extension Term" has the meaning set forth in Section 2.1(b).

"<u>Facility</u>" means the energy storage facility described on the Cover Sheet and in <u>Exhibit</u> <u>A</u>, located at the Site and including the Energy Management System and mechanical equipment and associated facilities and equipment required to deliver Product (but excluding any Shared Facilities), as such storage facility may be expanded or otherwise modified from time to time in accordance with the terms hereof.

"<u>Facility Meter</u>" means a CAISO Approved Meter, along with a CAISO-approved 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 Facility Metering Point and the amount of Discharging Energy discharged from the Facility at the Facility Metering Point to the Delivery Point for the purpose of invoicing in accordance with Section 8.1. The Facility may contain multiple measurement devices that will make up the Facility Meter, and, unless otherwise indicated, references to the Facility Meter shall mean all such measurement devices and the aggregated data of all such measurement devices, taken together.

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

"FERC" means the Federal Energy Regulatory Commission or any successor government agency.

"<u>Flexible Capacity</u>" has the meaning set forth in the CAISO Tariff.

"Flexible Capacity Category" has the meaning set forth in the CAISO Tariff.

"<u>Flexible RAR</u>" 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.

"Force Majeure Event" has the meaning set forth in Section 10.1.

"<u>Full Capacity Deliverability Status</u>" or "<u>FCDS</u>" has the meaning set forth in the CAISO Tariff.

"<u>Gains</u>" 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 Capacity Attributes.

"<u>Governmental Authority</u>" 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 CPUC; *provided*, "Governmental Authority" shall not in any event include any Party.

"<u>Guaranteed Availability</u>" means the minimum guaranteed Monthly Capacity Availability of the Facility in each month of the Delivery Term, as set forth on the Cover Sheet.

"<u>Guaranteed Capacity</u>" means the maximum dependable operating capability of the Facility to discharge electric energy, as measured in MW AC at the Delivery Point for four (4) hours of continuous discharge, as set forth on the Cover Sheet.

"<u>Guaranteed Commercial Operation Date</u>" means the date set forth on the Cover Sheet, as such date may be extended pursuant to <u>Exhibit B</u>.

"<u>Guaranteed Construction Start Date</u>" means the date set forth on the Cover Sheet, as such date may be extended pursuant to <u>Exhibit B</u>.

"<u>Guaranteed Efficiency Rate</u>" means the guaranteed Efficiency Rate of the Facility in each Contract Year of the Delivery Term, as set forth on the Cover Sheet.

"<u>Guaranteed RA Amount</u>" means the Qualifying Capacity of the Facility based upon the Effective Capacity, as determined by the CPUC, *minus* Administrative NQC Reduction in the applicable Showing Month.

"<u>Guarantor</u>" means, with respect to Seller, any Person 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.

"<u>Guaranty</u>" means a guaranty from a Guarantor provided for the benefit of Buyer substantially in the form attached as <u>Exhibit L</u>.

"<u>Hazardous Substance</u>" means, collectively, (a) any chemical, material or substance that is listed or regulated under applicable Laws as a "hazardous" or "toxic" substance or waste, or as a "contaminant" or "pollutant" or words of similar import, (b) any petroleum or petroleum products, flammable materials, explosives, radioactive materials, asbestos, urea formaldehyde foam insulation, and transformers or other equipment that contain polychlorinated biphenyls, and (c) any other chemical or other material or substance, exposure to which is prohibited, limited or regulated by any Laws.

"<u>Imbalance Energy</u>" means the amount of Energy in MWh, in any given Settlement Period or Settlement Interval, by which the amount of Charging Energy or Discharging Energy, as applicable, deviates from the amount of Scheduled Energy.

"Indemnified Party" shall mean (i) Buyer, with respect to all third-party claims, demands, losses, liabilities, penalties, and expenses arising out of, resulting from, or caused by the circumstances described in Section 16.1(a), and (ii) Seller, with respect to all third-party claims, demands, losses, liabilities, penalties, and expenses arising out of, resulting from, or caused by the circumstances described in Section 16.1(b).

"Indemnifying Party" shall mean (i) Seller, with respect to all third-party claims, demands, losses, liabilities, penalties, and expenses arising out of, resulting from, or caused by the circumstances described in Section 16.1(a), and (ii) Buyer, with respect to all third-party claims, demands, losses, liabilities, penalties, and expenses arising out of, resulting from, or caused by the circumstances described in Section 16.1(b).

"<u>Initial Payment</u>" has the meaning set forth on the Section 2.2. The Initial Payment is non-refundable.

"Initial Showing Month" means August 2026; *provided however*, if the Guaranteed Commercial Operation Date is extended as set forth in Exhibit B, the Initial Showing Month shall be the first month following the Commercial Operation Date that Buyer (or Buyer's SC) is capable of including the Resource Adequacy Benefits from the Facility on a Supply Plan.

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

"Installed Capacity" means the lesser of (a) PMAX, and (b) maximum dependable operating capacity of the Facility to discharge Energy for four (4) hours of continuous discharge, as measured in MW AC at the Facility Meter Point by the Facility Meter and adjusted for Electrical Losses to the Delivery Point (to the extent such Electrical Losses are not already reflected in the Facility Meter measurements), that achieves Commercial Operation, as evidenced by a certificate substantially in the form attached as Exhibit I hereto, as such capacity may be adjusted pursuant to Section 6 of Exhibit B, but in either case (a) or (b) up to but not in excess of the Guaranteed Capacity.

"Insurable Force Majeure Event" means any Force Majeure Event which results in direct, physical loss to the Facility.

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

"Interconnection Agreement" means the interconnection agreement(s) entered into by Seller or a Seller Affiliate pursuant to which the Facility will be interconnected with the Transmission System, providing for interconnection capacity available or allocable to the Facility that is no less than the Dedicated Interconnection Capacity, and pursuant to which Seller's Interconnection Facilities and any other Interconnection Facilities will be constructed, operated and maintained during the Contract Term.

"Interconnection Delay" has the meaning set forth in Section 4 of Exhibit B.

"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.

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

"Interest Rate" has the meaning set forth in Section 8.2.

"<u>ITC</u>" means the investment tax credit established pursuant to Section 48 or other applicable provisions 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 October 1, 2019, as amended from time to time, under which Buyer is organized as a Joint Powers Authority in accordance with the Joint Powers Act.

"<u>kWh</u>" means a kilowatt-hour measured in alternating current, unless expressly stated in terms of direct current.

"<u>Law</u>" 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 (a) providing senior or subordinated construction, interim, letter of credit, 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 Person 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, (b) providing interest rate or commodity protection under an agreement hedging or otherwise mitigating the cost of any of the foregoing obligations and/or (c) participating in a lease financing (including a sale leaseback, pass-through lease or leveraged leasing structure) with respect to the Facility.

"Letter(s) of Credit" means one or more irrevocable, standby letters of credit issued by (i) Zions Bancorporation, N.A or (ii) The Bank of Nova Scotia, New York Agency or (iii) a U.S. commercial bank or a foreign bank with a U.S. branch with such bank (a) 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 or (b) being reasonably acceptable to Buyer, in a form substantially similar to the letter of credit set forth in Exhibit K. To the extent Seller's preferred standby letter of credit issuer requests reasonable changes to the form of Exhibit K, Buyer will endeavor to accommodate such requested changes in good faith.

"<u>Licensed Professional Engineer</u>" 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 loadserving 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.

"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 Capacity Attributes.

"<u>Marketable Emission Trading Credits</u>" means emissions trading credits or units pursuant to the requirements of California Division 26 Air Resources; Health & Safety Code Section 39616 and Section 40440.2 for market-based incentive programs such as the South Coast Air Quality Management District's Regional Clean Air Incentives Market, also known as RECLAIM, and allowances of sulfur dioxide trading credits as required under Title IV of the Federal Clean Air Act (42 U.S.C. § 7651b (a) to (f)).

"Master File" has the meaning set forth in the CAISO Tariff.

"<u>Maximum Charging Capacity</u>" means the highest level at which the Facility may be charged, expressed in MW and as set forth in <u>Exhibit Q</u>.

"<u>Maximum Discharging Capacity</u>" means the highest level at which the Facility may be discharged, expressed in MW and as set forth in <u>Exhibit Q</u>.

"<u>Milestones</u>" means the development activities for significant permitting, interconnection, and construction milestones set forth on the Cover Sheet.

"Minimum Efficiency Rate" means the percentage specified on the Cover Sheet.

"Monthly Capacity Availability" has the meaning set forth in Exhibit P.

"<u>Monthly Capacity Payment</u>" means the payment required to be made by Buyer to Seller each month of the Delivery Term as compensation for the Product, as calculated in accordance with <u>Exhibit C</u>.

"Moody's means Moody's Investors Service, Inc., or its successor.

"<u>Must Offer Obligations</u>" means the obligations to offer the Net Qualifying Capacity in order to satisfy Resource Adequacy Requirements, including under Section 40.6 of the CAISO Tariff.

"<u>MW</u>" means megawatts in alternating current, unless expressly stated in terms of direct current.

"<u>MWh</u>" means megawatt-hour measured in alternating current, unless expressly stated in terms of direct current.

"<u>NERC</u>" means the North American Electric Reliability Corporation, or any successor entity performing similar functions.

"<u>Net Qualifying Capacity</u>" or "<u>NQC</u>" has the meaning set forth in the CAISO Tariff.

"<u>Network Upgrades</u>" has the meaning set forth in the CAISO Tariff.

"<u>Non-Defaulting Party</u>" has the meaning set forth in Section 11.2.

"<u>Notice</u>" 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).

"<u>Notification Deadline</u>" in respect of a Showing Month shall be fifteen (15) Business Days before the relevant deadlines for the corresponding RA Compliance Showings for such Showing Month.

"<u>NP-15</u>" means the Existing Zone Generation Trading Hub for Existing Zone region NP15 as set forth in the CAISO Tariff.

"<u>Operating Procedures</u>" has the meaning set forth in the CAISO Tariff.

"<u>Operating Restrictions</u>" means those restrictions, rules, requirements, and procedures set forth in <u>Exhibit Q</u>.

"<u>Outage Schedule</u>" has the meaning set forth in Section 4.12(a)(i).

"Outside Deliverability Date" means June 1, 2026.

"<u>Party</u>" has the meaning set forth in the Preamble.

"<u>Performance Security</u>" means (i) cash or (ii) a Letter of Credit or (iii) a Guaranty in the amount set forth on the Cover Sheet.

"<u>Permitted Transferee</u>" 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 or assets under management 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 energy generation or storage facilities similar to the Facility or has retained a third-party with such experience to operate the Facility.

"<u>Person</u>" 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.

"<u>Planned Outage</u>" 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 4.12(a).

"<u>PMAX</u>" means the applicable CAISO-certified maximum operating level of the Facility.

"<u>PMIN</u>" means the applicable CAISO-certified minimum operating level of the Facility.

"PNode" has the meaning set forth in the CAISO Tariff.

"<u>Portfolio</u>" means the portfolio of electrical energy generating, electrical 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.

"<u>Portfolio Financing</u>" means any debt incurred by an Affiliate of Seller that is secured only by a Portfolio.

"<u>Portfolio Financing Entity</u>" means any Affiliate of Seller that incurs debt in connection with any Portfolio Financing.

"Pre-Deliverability Period" has the meaning set forth in Section 2.2(b).

"<u>Product</u>" has the meaning set forth on the Cover Sheet.

"<u>Progress Report</u>" means a progress report including the items set forth in <u>Exhibit E</u>.

"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 energy storage facilities in the Western United States, and (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 energy storage facilities in the Western United States. Prudent Operating Practice shall include compliance with applicable Laws, applicable safety and 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.

"<u>Qualifying Capacity</u>" has the meaning set forth in the CAISO Tariff.

"<u>RA Compliance Showing</u>" means the (a) System RAR compliance or advisory showings (or similar or successor showings) and (b) 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.

"<u>RA Deficiency Amount</u>" means the liquidated damages payment that Seller shall pay to Buyer for an applicable RA Shortfall Month, as calculated in accordance with Section 3.5(b).

"<u>**RA Guarantee Date**</u>" means the first day of the Initial Showing Month that commences at least forty five (45) days after the Commercial Operation Date.

"<u>RA Penalties</u>" means the RA penalties assessed against load serving entities by the CPUC for RA deficiencies that are not replaced or cured, as established by the CPUC in the Resource Adequacy Rulings and subsequently incorporated into the annual Filing Guide for System, Local and Flexible Resource Adequacy Compliance Filings that is issued by the CPUC Energy Division, or any replacement or successor documentation established by the CPUC Energy Division to reflect RA penalties that are established by the CPUC and assessed against load serving entities for RA deficiencies; provided, that RA Penalties shall not include any CPUC penalty multipliers resulting from Buyer's prior or aggregate RA deficiencies.

"<u>RA Shortfall Amount</u>" shall be determined by calculating the difference of the Guaranteed RA Amount *minus* the Delivered RA in the applicable Showing Month; *provided*, if the CPUC adopts another methodology for calculating a load serving entity's procurement deficiencies in Resource Adequacy Benefits for purposes of the Resource Adequacy Requirements, the Parties shall cooperate in good faith to amend this definition to conform to such new methodology in order to preserve to the maximum extent possible the benefits, burdens, and obligations set forth in this definition as of the Effective Date. If the result of the calculation is a negative number, the RA Shortfall Amount shall be deemed to be zero MW for such Showing Month.

"<u>RA Shortfall Month</u>" means any Showing Month during the Delivery Term, commencing with the Showing Month that contains the RA Guarantee Date during which there is an RA Shortfall Amount.

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

"<u>Receiving Party</u>" 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.

"<u>Replacement RA</u>" means Resource Adequacy Benefits, if any, (a) equivalent to those that would have been provided by the Facility with respect to the applicable Showing Month in which a RA Deficiency Amount is due to Buyer, including, as applicable, Resource Category and

Flexible Capacity Category, and any successor criteria applicable to the Facility, and any Local RAR, unless Buyer consents, such consent not to be unreasonably withheld, conditioned or delayed, to accept Replacement RA from another facility that provides non-equivalent Resource Adequacy Benefits, and (b) located within the CAISO Balancing Authority Area.

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

"<u>Resource Adequacy Benefits</u>" means the rights and privileges attached to the Facility that satisfy any entity's Resource Adequacy Requirements, as those obligations are set forth in any applicable decision or final guidance document issued by a Governmental Authority, including the Resource Adequacy Rulings, or the CAISO Tariff, and shall include Flexible Capacity, and any local, zonal or otherwise locational attributes associated with the Facility.

"<u>Resource Adequacy Capacity</u>" or "<u>RA Capacity</u>" has the meaning set forth in the CAISO Tariff.

"<u>Resource Adequacy Requirements</u>" or "<u>RAR</u>" 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" has the meaning set forth in the CAISO Tariff.

"<u>Resource Adequacy Rulings</u>" 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, 20-06-031, 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 the CPUC or the CAISO, however described, as such decisions, rulings, Laws, rules or regulations may be amended or modified from time-to-time throughout the Contract Term.

"<u>S&P</u>" means the Standard & Poor's Financial Services, LLC (a subsidiary of S&P Global Inc.) or its successor.

"<u>SCADA Systems</u>" 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.

"<u>Schedule</u>" has the meaning set forth in the CAISO Tariff, and "<u>Scheduled</u>" and "<u>Scheduling</u>" have a corollary meaning.

"<u>Scheduled Energy</u>" means the Charging Energy schedule or Discharging Energy schedule, as applicable, 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 CAISO dispatch for the Facility for a given period of time implemented in accordance with the CAISO Tariff.

"<u>Scheduling Coordinator</u>" or "<u>SC</u>" 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.

"<u>Security Interest</u>" has the meaning set forth in Section 8.9.

"<u>Seller</u>" has the meaning set forth on the Cover Sheet.

"Seller's Indemnified Parties" has the meaning set forth in Section 16.1(b).

"<u>Seller Initiated Test</u>" has the meaning set forth in Section 4.4(c).

"<u>Settlement Amount</u>" 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.

"<u>Shared Facilities</u>" 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 Charging Energy and Discharging Energy to and from the Delivery Point to the Facility (which is excluded from Shared Facilities) that are used in common with third parties or by Seller for electric generation or storage facilities owned by Seller or its Affiliates other than the Facility.

"<u>Showing Month</u>" shall be a calendar month of the Delivery Term, commencing with the Showing Month that contains the RA Guarantee Date, that is the subject of a 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.

"<u>Site</u>" means the real property on which the Facility is or will be located, as further described in <u>Exhibit A</u>, and as shall be updated by Seller at the time Seller provides an executed Construction Start Date certificate in the form of <u>Exhibit J</u> 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 <u>Exhibit A</u> shall be subject to Buyer's approval of such updates in its sole discretion.

"<u>Site Control</u>" means that, for the Contract Term, Seller (or, prior to the Delivery Term, Seller or 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-ofway grant, or similar instrument with respect to the Site. "<u>State of Charge</u>" or "<u>SOC</u>" means the ratio of (a) the Stored Energy Level of the Facility to (b) the Effective Capacity multiplied by four (4) hours, expressed as a percentage.

"<u>Station Use</u>" has the meaning defined by the retail energy provider or the distribution service provider's tariff.

"<u>Stored Energy Level</u>" means, at a particular time, the amount of electric Energy in the Facility available to be discharged to the Delivery Point as Discharging Energy, expressed in MWh.

"<u>Subsequent Purchaser</u>" means the purchaser or recipient of Product from Buyer in any conveyance, re-sale or remarketing of Product by Buyer.

"Supplementary Capacity Test Protocol" has the meaning set forth in Exhibit O.

"Supply Plan" has the meaning set forth in the CAISO Tariff.

"<u>System Emergency</u>" 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.

"System RAR" means the 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, but excluding local and Flexible RAR. "System RAR" may also be known as system area reliability, system resource adequacy, system resource adequacy procurement requirements, or system capacity requirement in other regulatory proceedings or legislative actions.

"<u>Tax</u>" or "<u>Taxes</u>" 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.

"<u>Tax Credits</u>" means any (i) federal production tax credit, depreciation benefit, tax deduction and/or investment tax credit, including the ITC, specific to investments in renewable energy facilities and/or energy storage facilities and (ii) any refundable credit, grant, or other cash payment in lieu of an incentive described in clause (i).

"<u>Terminated Transaction</u>" has the meaning set forth in Section 11.2(a).

"<u>Termination Payment</u>" has the meaning set forth in Section 11.3(b).

"<u>Throughput</u>" means, for a day or Contract Year (as the context dictates), the cumulative amount of Discharging Energy from the Facility for such time period.

"<u>Transmission Provider</u>" 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 Discharging Energy from the Delivery Point.

"<u>**Transmission System</u>**" means the transmission facilities operated by the CAISO, now or hereafter in existence, which provide energy transmission service downstream from the Delivery Point.</u>

"<u>Transmission System Outage</u>" 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 (i) Buyer or the CAISO (as applicable) from receiving Discharging Energy onto the Transmission System or (ii) Seller from receiving Charging Energy at the Delivery Point or delivering Discharging Energy to the Delivery Point.

"<u>Unplanned Outage</u>" means a period during which the Facility is not capable of providing service due to the need to maintain or repair a component thereof, which period is not a Planned Outage.

1.2 **<u>Rules of Interpretation</u>**. 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;

assigns;

(f) a reference to a Person includes that Person's successors and permitted

(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;

all of";

(k) the expression "and/or" when used as a conjunction shall connote "any or

(1) 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 and any contract term extension provisions set forth herein ("<u>Contract</u> <u>Term</u>"); *provided*, Buyer's obligations to pay for or accept any Product are subject to Seller's completion of the conditions precedent pursuant to Section <u>2.3</u><del>2.2</del>.

(b) Provided that Seller reasonably believes that the Facility can perform its obligations under this Agreement for an additional five (5) years after the Contract Term, Buyer may, in its sole discretion, elect to extend the Contract Term for an additional five (5) year period ("Extension Term"). Within ninety (90) days prior to the conclusion of the Delivery Term, Buyer shall provide Seller written notice of Buyer's decision on whether to extend the Delivery Term. The Parties shall cooperate in good faith to make only those changes to this Agreement that are necessary to reflect the extension of the Delivery Term. All other terms and conditions of this Agreement, including Contract Price, shall remain in effect during the Extension Term.

(c) 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 audit rights shall remain in full force and effect for three (3) years following the termination of this Agreement.

# 2.2 Initial Payment/Pre-Deliverability Allocation Date Termination.

2.3 <u>Commercial Operation; Conditions Precedent</u>. Seller shall provide Notice to Buyer of the expected Commercial Operation Date at least sixty (60) days in advance of such date. Seller shall provide Notice to Buyer when Seller believes it has provided the required documentation to Buyer and met all the conditions precedent set forth below for achieving

Commercial Operation. Following Buyer's receipt of such Notice, Buyer shall have five (5) Business Days to approve or reject Seller's request for confirmation of Commercial Operation, which, if confirmed, shall be deemed to have occurred as of the date of such Notice. If Buyer fails to respond to Seller's Notice within such five (5) Business Day period, Buyer will be deemed to have approved Seller's request for confirmation of Commercial Operation. Upon Buyer's approval (or deemed approval) of Seller's achievement of Commercial Operation, Buyer shall provide Seller with written acknowledgement of the Commercial Operation Date.

(a) Seller has delivered to Buyer (i) a completion certificate from a Licensed Professional Engineer substantially in the form of <u>Exhibit H</u> and (ii) a certificate from a Licensed Professional Engineer substantially in the form of <u>Exhibit I</u> setting forth the Installed Capacity and Efficiency Rate on the Commercial Operation Date;

(b) Seller has executed an Interconnection Agreement with the Transmission Provider, which shall be in full force and effect and a copy of the Interconnection Agreement delivered to Buyer;

(c) Seller has provided Buyer with a copy of written notice from CAISO that the Facility has achieved Full Capacity Deliverability Status;

(d) 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;

(e) Seller has obtained CAISO Certification for the Facility;

(f) The Facility has successfully completed all testing required by Prudent Operating Practice or any requirement of Law to commence operations of the Facility;

(g) All applicable regulatory authorizations, approvals and permits for the commencement of 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;

(h) Seller has Site Control;

(i) Seller has delivered the Performance Security to Buyer in accordance with Section 8.8;

(j) Insurance requirements for the Facility have been met, with evidence provided in writing to Buyer, in accordance with Section 17.1; and

(f) Seller has paid Buyer for all amounts owing under this Agreement as of the Commercial Operation Date, if any, including Daily Delay Damages and Commercial Operation Delay Damages.

2.4 **Development; Construction; Progress Reports**. 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 shall be available to hold regularly scheduled meetings between representatives of Buyer and Seller to review such monthly reports and discuss Seller's construction progress. The form of the Progress Report is set forth in <u>Exhibit E</u>. 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.

**Remedial Action Plan.** If Seller misses a Milestone by more than sixty (60) days, 2.5 except as the result of Force Majeure Event, Buyer Default, or any failure of Buyer's SC if Buyer's SC is the Scheduling Coordinator for the Facility, Seller shall submit to Buyer, within ten (10) Business Days of the end of such sixty (60)-day period following such missed 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, if known (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.

2.6 <u>**Pre-Commercial Operation Actions</u></u>. The Parties agree that, in order for Buyer to dispatch the Facility for its Commercial Operation Date, the Parties will have to perform certain of their Delivery Term obligations in advance of the Commercial Operation Date, including, without limitation, Seller's delivery of an Availability Notice for the Commercial Operation Date, and Buyer's delivery of a Dispatch Notice and nominating and scheduling the Facility for the Commercial Operation Date, in advance of the Commercial Operation Date. The Parties shall cooperate with each other in order for Buyer to be able to dispatch the Facility for the Commercial Operation Date.</u>** 

#### ARTICLE 3 PURCHASE AND SALE

3.1 **<u>Product</u>**. Subject to the terms and conditions of this Agreement, during the Delivery Term, Buyer shall have the exclusive right to the Effective Capacity and all Product associated therewith. Seller shall operate the Facility and make available, charge and discharge, deliver, and sell the Product therefrom to Buyer when and as the Facility is available, subject to the terms and conditions of this Agreement, including the Operating Restrictions. Seller represents and warrants that it will deliver the Product to Buyer free and clear of all liens, security interests, claims and encumbrances. Seller shall not substitute or purchase any energy storage capacity, Energy, Ancillary Services or Capacity Attributes from any other energy storage resource or the

market for delivery hereunder except as otherwise provided herein, nor shall Seller sell, assign or otherwise transfer any Product, or any portion thereof, to any third party other than to Buyer or the CAISO pursuant to this Agreement or as otherwise required by Law.

3.2 **Discharging Energy**. Subject to the terms and conditions of this Agreement, Seller commits to make available the Discharging Energy to Buyer during the Delivery Term, and Buyer shall have the exclusive rights to all such Discharging Energy, subject to the Operating Restrictions. Title to and risk of loss related to the Discharging Energy shall pass and transfer from Seller to Buyer at the Delivery Point.

3.3 <u>**Capacity Attributes**</u>. Seller shall request Full Capacity Deliverability Status for the Facility's 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, Seller grants, pledges, assigns and otherwise commits to Buyer all available Capacity Attributes from the Facility.

(b) Throughout the Delivery Term and subject to Section 3.7, Seller shall maintain Full Capacity Deliverability Status for the Facility from the CAISO and shall perform all commercially reasonable 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 3.7, Seller hereby covenants and agrees to use commercially reasonable efforts to transfer all available Resource Adequacy Benefits from the Facility to Buyer.

(c) For the duration of the Delivery Term, and subject to Section 3.7, 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.

# 3.4 Ancillary Services.

(a) <u>Ancillary Services</u>. Buyer shall have the exclusive rights to all Ancillary Services that the Facility is capable of providing during the Delivery Term consistent with the Operating Restrictions, with characteristics and quantities determined in accordance with the CAISO Tariff. Seller shall operate and maintain the Facility throughout the Delivery Term so as to be able to provide Ancillary Services in accordance with the specifications set forth in the Facility's initial CAISO Certification associated with the Effective Capacity. Upon Buyer's reasonable request, Seller shall submit the Facility for additional CAISO Certification so that the Facility may provide additional Ancillary Services that the Facility is, at the relevant time, actually physically capable of providing consistent with the definition of Ancillary Services herein and without modification of the Facility, provided that Buyer has agreed to reimburse Seller for any material costs Seller incurs in connection with conducting such additional CAISO Certification.

# 3.5 **<u>Resource Adequacy Failure</u>**.

(b) <u>RA Deficiency Amount Calculation</u>. For each RA Shortfall Month, Seller shall pay to Buyer an amount (the "<u>RA Deficiency Amount</u>") equal to the product of: (i) the RA Shortfall Amount, multiplied by (ii) the sum of the CPM Soft Offer Cap and the RA Penalties for System RAR applicable to the RA Shortfall Amount for such RA Shortfall Month (expressed in dollars per kW-month.

(c) If Seller anticipates that it will have an RA Shortfall Month, Seller may as an alternative to paying RA Deficiency Amounts, provide Replacement RA in the amount of the RA Shortfall Amount in such Showing Month; *provided*, that any Replacement RA is communicated by Seller to Buyer in a Notice substantially in the form of <u>Exhibit M</u> at least fifty (50) days before the RA Shortfall Month.

3.6 <u>Buyer's Re-Sale of Product</u>. Buyer shall have the exclusive right in its sole discretion to convey, use, market, or sell the Product, or any part of the Product, to any Subsequent Purchaser; and Buyer shall have the right to all revenues generated from the conveyance, use, resale or remarketing of the Product, or any part of the Product. If the CAISO or CPUC develops a centralized capacity market, Buyer shall have the exclusive right to offer, bid, or otherwise submit the Capacity Attributes for re-sale into such market, and Buyer shall retain and receive all revenues from such re-sale. Seller shall take all commercially reasonable actions and execute all documents or instruments reasonably necessary to allow Subsequent Purchasers to use such resold Product, but without increasing Seller's obligations or liabilities under this Agreement. If Buyer incurs any liability to a Subsequent Purchaser due to the failure of Seller to comply with this Section 3.6, Seller shall be liable to Buyer for the amounts Seller would have owed Buyer under this Agreement if Buyer had not resold the Product.

3.7 <u>Compliance Expenditure Cap</u>. If a change in Laws occurring after the Effective Date has increased Seller's cost to comply with Seller's obligations under this Agreement with respect to obtaining, maintaining, conveying or effectuating Buyer's use of Capacity Attributes, then the Parties agree that the maximum aggregate amount of costs and expenses Seller shall be required to bear during the Contract Term to comply with all of such obligations shall be capped at \_\_\_\_\_\_ per MW of Guaranteed Capacity ("<u>Compliance</u> **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 "<u>Compliance Actions</u>." For clarity, Compliance Actions shall not require Seller to install any additional MW or MWh of energy storage capacity, or otherwise alter the physical design or configuration of the Facility in any material manner.

(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 "<u>Accepted Compliance</u> <u>Costs</u>"), or (2) waive Seller's obligation to take such Compliance Actions, or any part thereof for which Buyer has not agreed to reimburse Seller.

(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.

(e) If (x) Buyer does not respond to a Notice given by Seller under this Section 3.7 within sixty (60) days after Buyer's receipt of same, (y) Buyer does not pay, or refuses to pay, the compliance costs specified in the Notice that are in excess of the Compliance Expenditure Cap, or (z) it is not possible for Seller to achieve compliance with this Agreement or a change in Law through the payment or incurrence of costs, then in each case (i) Seller shall have no further obligation to take, and no liability for any failure to take, the Compliance Actions specified in the Notice for the remainder of the Contract Term and Seller shall not be deemed to be in breach or default hereunder, (ii) Seller shall not owe any damages that would have otherwise been due hereunder arising from or attributable to any failure to take such Compliance Actions specified in the Notice, and (iii) Buyer shall continue to pay Seller under this Agreement for the remainder of the Contract Term without any reduction in payments as if all such Compliance Actions were taken.

#### ARTICLE 4 OBLIGATIONS AND DELIVERIES

4.1 **Delivery**. Subject to the provisions of this Agreement, including Section 4.9(a), 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, and Buyer shall take delivery of the Product at the Delivery Point in accordance with the terms of this Agreement; provided, that the Parties acknowledge and agree that Capacity Attributes shall be deemed supplied and delivered by Seller once Buyer (or Buyer's SC) is capable of including such Capacity Attributes on a Supply Plan. Seller shall be responsible for paying or satisfying when due any costs or charges imposed in connection with the delivery of Discharging Energy to the Delivery Point, including any operation and maintenance charges imposed on Seller 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 Charging Energy to the Delivery Point (including the cost of Charging Energy itself) and delivery of Discharging Energy at and after the Delivery Point, including without limitation transmission costs and transmission line losses and imbalance charges. The Charging Energy and Discharging Energy will be scheduled to the CAISO by Buyer in accordance with Exhibit D.

4.2 **Interconnection**. Seller shall be responsible for all costs of interconnecting the Facility to the Interconnection Point. During the Delivery Term, Seller shall have and maintain

interconnection capacity available or allocable to the Facility that is no less than the Dedicated Interconnection Capacity throughout the Delivery Term.

## 4.3 **<u>Storage Availability and Efficiency</u>**.

(a) During the Delivery Term, the Facility shall maintain a Monthly Capacity Availability during each month of no less than the Guaranteed Availability, which Monthly Capacity Availability shall be calculated in accordance with Exhibit P. If the Monthly Capacity Availability during any month is less than the Guaranteed Availability, then Buyer's Monthly Capacity Payment shall be calculated by reference to the Availability Adjustment (as determined in accordance with Exhibit C).

(b) During the Delivery Term, the Facility shall maintain an Efficiency Rate of no less than Guaranteed Efficiency Rate, which Efficiency Rate shall be calculated in accordance with a Capacity Test conducted pursuant to <u>Exhibit O</u>. If the Efficiency Rate during any month is less than the Guaranteed Efficiency Rate, Seller shall owe liquidated damages pursuant to <u>Exhibit C</u>.

## 4.4 <u>Facility Testing</u>.

(a) <u>Capacity Tests</u>. Prior to the Commercial Operation Date, Seller shall schedule and complete a Commercial Operation Capacity Test in accordance with <u>Exhibit O</u>. Thereafter, Seller and Buyer shall have the right to run additional Capacity Tests in accordance with <u>Exhibit O</u>.

(i) Buyer shall have the right to send one or more representative(s) to witness all Capacity Tests. Alternatively, to the extent that any Capacity Tests are done remotely, and no representatives are needed on site, Seller shall arrange for both Parties to have access to all data and other information arising out of such tests.

(ii) Following each Capacity Test, Seller shall submit a testing report in accordance with <u>Exhibit O</u>. If the actual capacity or efficiency rate determined pursuant to a Capacity Test varies from the then-current Effective Capacity and/or Efficiency Rate, as applicable, then the actual capacity and/or efficiency rate determined pursuant to such Capacity Test shall become the new Effective Capacity and/or Efficiency Rate, as applicable, at the beginning of the day following the completion of the test for all purposes under this Agreement until a revised Effective Capacity and/or Efficiency Rate, as applicable, is determined pursuant to a subsequent Capacity Test.

(b) <u>Additional Testing</u>. Seller shall conduct such additional testing as necessary to ensure the Facility is functioning properly and the Facility is able to respond to Dispatch Notices pursuant to Section 4.6(b).

(c) Any testing of the Facility requested by Buyer after the Commercial Operation Capacity Tests, and all required annual tests pursuant to Section B of the section headed "Capacity Test Notice and Frequency" in <u>Exhibit O</u>, shall be deemed Buyer-instructed dispatches of the Facility ("<u>Buyer Dispatched Test</u>"). Any test of the Facility that is not a Buyer Dispatched Test, including all tests conducted prior to Commercial Operation, any Commercial Operation

Capacity Test, any Capacity Test conducted if the Effective Capacity immediately prior to such Capacity Test is below seventy percent (70%) of the Installed 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 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 "<u>Seller Initiated Test</u>".

(i) For any Seller Initiated Test other than a Capacity Test required by <u>Exhibit O</u> 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 Dispatch Notices shall be issued during any Seller Initiated Test. Dispatch Notices may be issued during a Buyer Dispatched Test as reasonably necessary to implement the applicable test. The Facility shall be deemed unavailable during any Seller Initiated Test. Any Buyer Dispatched Test shall be deemed an Excused Event for the purposes of calculating the Monthly Capacity Availability.

## 4.5 <u>Testing Costs and Revenues</u>.

(a) Buyer shall be responsible for paying for all Charging Energy and shall be entitled to all CAISO revenues associated with a Buyer Dispatched Test. Seller shall be responsible for paying for all Energy to charge the Facility and shall be entitled to all CAISO revenues associated with a Seller Initiated Test. Buyer shall pay to Seller, in the month following Buyer's receipt of such CAISO revenues and otherwise in accordance with <u>Exhibit C</u>, all applicable CAISO revenues received by Buyer and associated with the discharge Energy associated with such Seller Initiated Test.

(b) Buyer shall be responsible for all costs, expenses and fees payable or reimbursable to its representative(s) witnessing any Facility test.

(c) Except as set forth in Sections 4.5(a) and (b), all other costs of any testing of the Facility shall be borne by Seller.

### 4.6 **Facility Operations**.

(a) Seller shall operate the Facility in accordance with Prudent Operating Practices.

(b) During the Delivery Term, Seller shall maintain SCADA Systems, communications links, and other equipment necessary to receive automated Dispatch Notices consistent with CAISO protocols and practice ("<u>Automated Dispatches</u>"). In the event of the failure or inability of the 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 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 Dispatch Notices ("<u>Alternative Dispatches</u>").

(c) Seller shall maintain a daily operations log for the Facility which shall include but not be limited to information on Energy charging and discharging, electricity consumption and efficiency (if applicable), availability, outages, changes in operating status, inspections and any other significant events related to the operation of the Facility. Information maintained pursuant to this Section 4.6(c) shall be provided to Buyer within fifteen (15) days of Buyer's request.

(d) Seller shall maintain accurate records with respect to all Capacity Tests.

(e) Seller shall maintain and make available to Buyer upon request records, including logbooks, demonstrating that the Facility is operated in accordance with Prudent Operating Practices. Seller shall comply with all reporting requirements and upon request permit on-site audits, investigations, tests and inspections permitted or required under any Prudent Operating Practices.

4.7 **Dispatch Notices**. Buyer shall have the right to dispatch the Facility seven (7) days per week and twenty-four (24) hours per day (including holidays), by providing Dispatch Notices, subject to availability of the Facility and the requirements and limitations set forth in this Agreement, including the Operating Restrictions. Subject to the Operating Restrictions, each Dispatch Notice shall be effective unless and until such Dispatch Notice is modified by the CAISO, Buyer or Buyer's SC. If Automated Dispatches are not possible for reasons beyond Buyer's control, Alternative Dispatches may be provided pursuant to Section 4.6(b).

4.8 <u>Facility Unavailability to Receive Dispatch Notices</u>. To the extent the Facility is unable to receive or respond to Dispatch Notices either through Automated Dispatches or Alternative Dispatches during any Settlement Interval or Settlement Period, then as an exclusive remedy, the time period corresponding to such Settlement Interval or Settlement Period shall be deemed unavailable for purposes of calculating the Monthly Capacity Availability except to the extent that the Facility is unable to receive or respond to Dispatch Notices due to an Excused Event or any circumstances at the high-voltage side of the Delivery Point or beyond that point.

## 4.9 Energy Management.

(a) <u>Charging Generally</u>. Upon receipt of a valid Charging Notice, Seller shall take all commercially reasonable action necessary to deliver the Charging Energy to the Facility from the Delivery Point. Seller shall maintain, repair or replace equipment in Seller's possession or control used to deliver the Charging Energy from the Delivery Point to the Facility. Except as otherwise expressly set forth in this Agreement, Buyer shall be responsible for paying all costs and charges of delivering the Charging Energy to the Delivery Point, including all CAISO costs and charges associated with Charging Energy.

(b) <u>Charging Notices</u>. Buyer shall have the right to direct Seller to charge the Facility seven (7) days per week and twenty-four (24) hours per day (including holidays) during

the Delivery Term, by causing Charging Notices to be issued, subject to availability of the Facility and the requirements and limitations set forth in this Agreement, including the Operating Restrictions. Each Charging Notice issued in accordance with this Agreement shall be effective unless and until Buyer, Buyer's SC or CAISO modifies such Charging Notice by providing Seller with an updated Charging Notice. Buyer shall be responsible for issuing all Charging Notices necessary or required in connection with the Must Offer Obligations and all CAISO charges and penalties for failing to comply with the Must Offer Obligation.

(c) <u>No Unauthorized Charging</u>. Seller shall not charge the 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 Capacity Test), or pursuant to a notice from the Transmission Provider or Governmental Authority. If, during the Delivery Term, Seller charges the 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 4.9(c), then (i) Seller shall pay to Buyer all Energy costs associated with such charging of the Facility, and (ii) Buyer shall be entitled to discharge such Energy and shall be entitled to all of the benefits (including Product) associated with such discharge.

(d) <u>Discharging Notices</u>. Buyer shall have the right to direct Seller to discharge the Facility seven (7) days per week and twenty-four (24) hours per day (including holidays) during the Delivery Term, by causing Discharging Notices to be issued, subject to availability of the Facility and the requirements and limitations set forth in this Agreement, including the Operating Restrictions. Each Discharging Notice issued in accordance with this Agreement shall be effective unless and until Buyer, Buyer's SC or the CAISO modifies such Discharging Notice by providing the Facility with an updated Discharging Notice. Buyer shall be responsible for issuing all Discharging Notices necessary or required in connection with the Must Offer Obligations and all CAISO charges and penalties for failing to comply with the Must Offer Obligation.

(e) <u>No Unauthorized Discharging</u>. Seller shall not discharge the 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.

(f) <u>Unauthorized Charges and Discharges</u>. If Seller or any third party charges, discharges or otherwise uses the Facility other than as permitted hereunder, or as is expressly addressed in this Section 4.9, 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. Seller shall have no obligation to comply with and shall have no liability arising out of any failure or refusal to comply with any Notice, instrument, order, Charging Notice or Discharging Notice that is inconsistent with the Operating Restrictions.

(g) <u>CAISO Dispatches</u>. During the Delivery Term, CAISO Dispatches shall have priority over any Charging Notice or Discharging Notice issued by Buyer or Buyer's SC, and Seller shall have no liability for violation of this Section 4.9 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 Facility is capable of responding to a CAISO Dispatch, but the Facility deviates from a CAISO Dispatch or Seller negligently or intentionally fails to accurately communicate to Buyer the Facility's availability, Seller shall be responsible for all CAISO charges and penalties resulting from such deviations (in addition to any Buyer remedy related to overcharging of the Facility as set forth in Section 4.9(c)).

(h) <u>Pre-Commercial Operation Date Period</u>. Prior to the Commercial Operation Date, Buyer shall have no rights to issue or cause to be issued Charging Notices or Discharging Notices, and Seller shall have exclusive rights to (i) charge and discharge the Facility and (ii) sell any and all available Resource Adequacy Benefits to a third party; *provided* that notwithstanding any other provision of this Agreement, if Seller exercises its right to sell Resource Adequacy Benefits to a third party prior to the Commercial Operation Date, the RA Guarantee Date shall be June 1, 2026.

(i) <u>Curtailments</u>. Notwithstanding anything in this Agreement to the contrary, during any Settlement Interval, Curtailment Orders applicable to such Settlement Interval shall have priority over any Dispatch Notices applicable to such Settlement Interval, and Seller shall have no liability for violation of this Agreement or any Dispatch Notice if and to the extent such violation is caused by Seller's compliance with any Curtailment Order or other instruction or direction from a Governmental Authority or the Transmission Provider. Buyer shall have the right, but not the obligation, to provide Seller with updated Dispatch Notices during any Curtailment Order, subject to availability of the Facility and the requirements and limitations set forth in this Agreement, including the Operating Restrictions.

(j) <u>Station Use</u>. 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 during periods in which the Facility is not charging or discharging pursuant to a Charging Notice or Discharging Notice), (ii) Energy supplied from Charging Energy or Discharging Energy during periods in which the Facility is charging or discharging pursuant to a Charging Notice or Discharging Notice shall not be considered Station Use, (iii) Station Use may be supplied over the same circuit as Charging Energy and Discharging Energy, and (iv) Seller shall indemnify and hold harmless Buyer from any and all costs, penalties or charges for 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 (other than that supplied from Charging Energy and Discharging Energy as provided in clause (ii) or over the same circuit as Charging Energy and Discharging Energy as provided in clause (iii)) is supplied by the applicable utility's retail service if necessary to avoid any such costs, penalties or charges.

### 4.10 Capacity Availability Notice.

(a) 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 Available Capacity for each day of the following month in a form substantially similar to  $\underline{\text{Exhibit F}}$  ("<u>Monthly Forecast</u>").

(b) During the Delivery Term, no later than two (2) Business Days before each schedule day for the Day-Ahead Market in accordance with CAISO scheduling practices, Seller shall provide Buyer and the SC (if applicable) with an hourly schedule of the Available Capacity that the Facility is expected to have for each hour of such schedule day (the "<u>Availability Notice</u>"). Seller shall provide Availability Notices (including updated Availability Notices) using the form attached in <u>Exhibit G</u>, or other form as reasonably requested by Buyer, by (in order of preference) electronic mail or telephonically to Buyer personnel or its Scheduling Coordinator designated to receive such communications.

(c) Seller shall notify Buyer and the SC (if applicable) as soon as practicable with an updated Monthly Forecast and Availability Notice, as applicable, if the Available Capacity of the Facility changes or is expected to change after Buyer's receipt of a Monthly Forecast or Availability Notice. Seller shall accommodate Buyer's reasonable requests for changes in the time of delivery of Availability Notices.

4.11 <u>Excess Installed Capacity</u>. It is acknowledged that Seller has the right and option in its discretion to install capacity in excess of the Guaranteed Capacity as back-up for the Installed Capacity and Effective Capacity. For all purposes of this Agreement, the amount of Installed Capacity or Effective Capacity shall never be deemed to exceed the Guaranteed Capacity, and (for the avoidance of doubt) Buyer shall have no rights to instruct Seller to (i) charge or discharge the Facility at an instantaneous rate (in MW) in excess of the Effective Capacity or (ii) charge the Facility to a level (in MWh) in excess of the Effective Capacity multiplied by four (4) hours.

# 4.12 **Outages**

# (a) <u>Planned Outages</u>.

(i) No later than January 15, April 15, July 15 and October 15 of each Contract Year, and at least sixty (60) days prior to the Commercial Operation Date, Seller shall submit to Buyer Seller's schedule of proposed Planned Outages ("<u>Outage Schedule</u>") for the following twelve (12)-month period in a form reasonably agreed to by Buyer. Seller shall endeavor to limit Planned Outages to periods of the day when Seller does not reasonably believe the Facility will be dispatched. Within twenty (20) Business Days after its receipt of an Outage Schedule, Buyer shall give Notice to Seller of any reasonable request for changes to the Outage Schedule, and Seller shall, consistent with Prudent Operating Practices, accommodate Buyer's reasonable requests regarding the timing of any Planned Outage. Seller shall deliver to Buyer the final Outage Schedule no later than ten (10) days after receiving Buyer's comments.

(ii) If reasonably required in accordance with Prudent Operating Practices, Seller shall have the right, on no less than ninety (90) days advance Notice to Buyer, to propose changes to the Outage Schedule developed pursuant to Section 4.12(a)(i); *provided*, Seller shall schedule all Planned Outages 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 and Seller shall reimburse Buyer for any cost Buyer incurs in connection therewith (including replacement Capacity Attributes as required by the CAISO). For avoidance of doubt, if the CAISO requires substitution RA in order for the Outage to be an Approved Maintenance Outage, then Seller may procure such substitution RA from a third party and Buyer or Buyer's SC, if applicable, will cooperate to allow Seller to make use of such substitution RA. Buyer may provide comments no later than ten (10) days after receiving Seller's Notice of proposed changes to the Outage 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.

(b) <u>No Planned Outages During Summer Months</u>. 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 Seller has a previously Planned Outage that becomes coincident with a System Emergency, Seller shall make all reasonable efforts to reschedule such Planned Outage.

(c) <u>Planned Outage Timing</u>. To the extent commercially reasonable, Seller shall schedule maintenance outages (i) within a single month, rather than across multiple months, (ii) during periods in which CAISO does not require resource substitution or replacement, and (iii) otherwise in a manner to avoid reductions in the Resource Adequacy Benefits available from the Facility to Buyer.

(d) <u>Notice of Unplanned Outages</u> Seller shall notify Buyer by telephoning Buyer's Scheduling Coordinator no later than ten (10) minutes following Seller becoming aware of the occurrence of an Unplanned Outage, or if Seller has knowledge that an Unplanned Outage will occur, within twenty (20) minutes of determining that such Unplanned Outage will occur. Seller shall relay outage information to Buyer as required by the CAISO Tariff within twenty (20) minutes of the Unplanned Outage. Seller shall communicate to Buyer the estimated time of return of the Facility as soon as practical after Seller has knowledge thereof.

(e) <u>Inspection</u>. In the event of an Unplanned Outage, Buyer shall have the option to inspect the Facility and all records relating thereto on any Business Day and at a reasonable time and Seller shall reasonably cooperate with Buyer during any such inspection. Buyer shall comply with Seller's safety and security rules and instructions during any inspection and shall not interfere with work on or operation of the Facility.

(f) <u>Reports of Outages</u>. Seller shall promptly prepare and provide to Buyer, all reports of Unplanned Outages or Planned Outages that Buyer may reasonably require for the purpose of enabling Buyer to comply with CAISO requirements or any applicable Laws. Seller shall also report all Unplanned Outages or Planned Outages in the Daily Operating Report.

# ARTICLE 5 TAXES, GOVERNMENTAL COSTS

5.1 <u>Allocation of Taxes and Charges</u>. 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 (other than withholding or other Taxes imposed on Buyer's income, revenue, receipts or employees). 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) or on Charging Energy prior to its delivery to Seller. 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 <u>Cooperation</u>. 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 AND REPAIR OF THE FACILITY

# 6.1 Maintenance of the Facility.

(a) Seller shall, as between Seller and Buyer, be solely responsible for the operation, inspection, maintenance and repair of the Facility, and any portion thereof, in accordance with applicable Law and Prudent Operating Practices. Seller shall maintain and deliver maintenance and repair records of the Facility to Buyer's scheduling representative upon request. Nothing herein shall limit Seller's right to replace or augment existing batteries and other equipment to maintain the capacity of the Facility.

(b) Seller shall promptly make all necessary repairs to the Facility, and any portion thereof, and take all actions necessary in order to provide the Product to Buyer in accordance with the terms of this Agreement (and, at a minimum, the Guaranteed Availability and the Guaranteed Efficiency Rate).

6.2 <u>Maintenance of Health and Safety</u>. 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 <u>Exhibit N</u> Notice of such condition. Such action may include disconnecting and removing all or a portion of the Facility or suspending the supply of Discharging 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. Seller agrees that any agreements regarding Shared Facilities (i) shall permit Seller to perform or satisfy, and shall not purport to limit, Seller's obligations hereunder, (ii) shall provide for separate metering of the Facility; (iii) shall not reduce the interconnection capacity under the Interconnection Agreement available for the Facility's sole use below the Dedicated Interconnection Capacity; (iv) shall 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 ID; and (iv) shall provide that any curtailment or restriction of Shared Facility capacity not attributable to a specific project or projects 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. Seller shall not, and shall not permit any Affiliate to, allocate to other Persons a share of the total interconnection capacity under the Interconnection Agreements in excess of an amount equal to the total interconnection capacity under the Interconnection Agreements minus the Dedicated Interconnection Capacity.

#### ARTICLE 7 METERING

7.1 Metering. Seller shall measure the amount of Charging Energy and Discharging Energy using the Facility Meter. The Facility Meter will be operated pursuant to applicable CAISO-approved calculation methodologies and maintained at Seller's cost. Subject to meeting any applicable CAISO requirements, the Facility Meter shall be programmed to adjust for Electrical Losses and Station Use, as applicable, from such meters to the Delivery Point in a manner subject to Buyer's prior written approval, not to be unreasonably withheld. Seller shall separately meter all Station Use. Metering shall be consistent with the Metering Diagram set forth as Exhibit R, a final version of which shall be provided to Buyer at least thirty (30) days before the Commercial Operation Date. The Facility Meter shall be kept under seal, such seals to be broken only when the Facility Meter is 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 Facility 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 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.

7.2 <u>Meter Verification</u>. Seller shall use commercially reasonable efforts to request permission from CAISO to test the Facility Meter at least annually and more frequently than annually if Buyer or Seller reasonably believe there may be a meter malfunction. 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 Facility 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 Facility 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 Facility Meter test shall be adjusted for the amount of the inaccuracy on the assumption that the inaccuracy persisted during one-half of such period if such adjustments are accepted by CAISO; *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 within ten (10) days after the end of the prior monthly delivery period. Each invoice shall reflect (a) 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 Charging Energy, Discharging Energy, and the amount of Replacement RA delivered to Buyer (if any) and (ii) Seller's records of metered data, including 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. The invoice shall be delivered by electronic mail in accordance with Exhibit N.

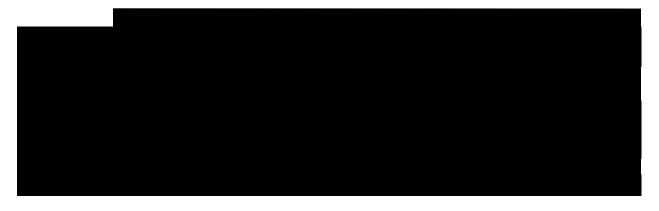
8.2 **Payment**. Buyer shall make payment to Seller of Monthly Capacity Payments for Product by wire transfer or ACH payment to the bank account provided on each monthly invoice. Buyer shall pay undisputed invoice amounts within thirty (30) days of Buyer's receipt of Seller's invoices; *provided*, if 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 <u>Books and Records</u>. 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. Seller acknowledges that in accordance with California Government Code Section 8546.7, Seller may be subject to audit by the California State Auditor with regard to Seller's performance of this Agreement because the compensation under this Agreement exceeds Ten Thousand Dollars (\$10,000).

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 Facility 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 thirty (30) 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 <u>Netting of Payments</u>. 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 <u>Exhibits B</u> and <u>P</u>, 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.



Seller's Performance Security. To secure its obligations under this Agreement, 8.8 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 L. Seller shall maintain the Performance Security in full force and effect, and Seller shall within five (5) 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 the Performance Security is a Letter of Credit and the issuer of such Letter of Credit (i) fails to maintain the minimum Credit Rating set forth in the definition of Letter of Credit, (ii) indicates its intent not to renew such Letter of Credit and such Letter of Credit expires prior to the Commercial Operation Date, or (iii) fails to honor Buyer's properly documented request to draw on such Letter of Credit by such issuer, Seller shall have ten (10) Business Days to either post cash or deliver a substitute Letter of Credit (or other instrument) that meets the requirements set forth in the definition of 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. If the Development Security was posted as a Letter of Credit, then Buyer shall reasonably cooperate with Seller to amend or modify such Letter of Credit so that such Letter of Credit satisfies the requirements of the Performance Security.

8.9 <u>First Priority Security Interest in Cash or Cash Equivalent Collateral</u>. 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 ("<u>Security Interest</u>") in, and lien on (and right to net against), and assignment of any cash collateral posted as the Development Security or Performance Security 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 and continuation 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 **<u>Financial Statements</u>**. 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 9 NOTICES

9.1 <u>Addresses for the Delivery of Notices</u>. 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 <u>Exhibit N</u> or at such other address or addresses as a Party may designate for itself from time to time by Notice hereunder.

9.2 <u>Acceptable Means of Delivering Notice</u>. 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) "<u>Force Majeure Event</u>" 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; 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.

Notwithstanding the foregoing, the term "Force Majeure Event" does not (c)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), except to the extent caused by a Force Majeure Event; (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 that disables physical or electrical facilities necessary to transfer funds to the payee party; (iv) a Curtailment Order, except to such extent such Curtailment Order 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, except to the extent any work stoppage is caused by a Force Majeure Event; (vii) any equipment failure except if such equipment failure is caused by a Force Majeure Event; (viii) events otherwise constituting a Force Majeure Event that prevents Seller from achieving Construction Start or Commercial Operation of the Facility, except to the extent expressly permitted as an extension under this Agreement; or (ix) 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.

No Liability If a Force Majeure Event Occurs. Except as provided in Section 4 10.2 of Exhibit B, 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 due 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 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. Notwithstanding the foregoing, the occurrence and continuation of a Force Majeure Event shall not (a) suspend or excuse the obligation of a Party to make any payments due hereunder unless the cause of such inability is an event that would otherwise constitute a Force Majeure Event as described above that disables physical or electrical facilities necessary to transfer funds to the payee Party, or (b) subject to Section 5 of Exhibit B, suspend or excuse the obligation of Seller to achieve the Guaranteed Construction Start Date or the Guaranteed Commercial Operation Date beyond the extensions provided in Section 4 of Exhibit B, or (c) limit Buyer's right to declare an Event of Default pursuant to Section 11.1(b)(ii) after all applicable extensions of the Guaranteed Construction Start Date and the Guaranteed Commercial Operation Date and receive a Damage Payment upon exercise of Buyer's remedies pursuant to Section 11.2.

Notice. Within four (4) Business Days of the claiming Party's awareness of the 10.3 impact of Force Majeure Event, the claiming Party shall provide the other Party with oral notice of the Force Majeure Event, and within two (2) weeks of the claiming Party's awareness of the impact of the Force Majeure Event the claiming Party shall provide the other Party with notice in the form of a letter describing in detail the occurrence giving rise to the Force Majeure Event, including the nature, cause, estimated date of commencement thereof, and the anticipated extent of any delay or interruption in performance. Failure to provide timely notice constitutes a waiver of a Force Majeure Event claim as to all periods prior to the delivery of a timely Notice solely if Buyer is materially and adversely impacted by such failure. Upon written request from Buyer, Seller shall provide documentation demonstrating to Buyer's reasonable satisfaction that each day of the claimed delay was the result of a Force Majeure Event and did not result from Seller's actions or failure to exercise due diligence or take reasonable actions. The claiming party shall promptly 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. The suspension of performance due to a claim of Force Majeure must be of no greater scope and of no longer duration than is required by the Force Majeure Event.

## **ARTICLE 11 DEFAULTS; REMEDIES; TERMINATION**

# 11.1 Events of Default. An "Event of Default" shall mean,

(a) with respect to a Party (the "<u>Defaulting Party</u>") 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, 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 3.5, (B) failures related to the Monthly Capacity Availability that do not trigger the provisions of Section 11.1(b)(iii), the exclusive remedies for which are set forth in <u>Exhibit C</u> and <u>Exhibit P</u>, and (C) failure to maintain the Guaranteed Efficiency Rate that does not trigger the provisions of Section 11.1(b)(iv), the exclusive remedies for which are set forth in <u>Exhibit C</u>), 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 that was not discharged by the Facility;

(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 <u>Exhibit B</u> and/or a Development Cure Period pursuant to Section 4 of <u>Exhibit B</u>, or (B) achieve Commercial Operation on or before the Guaranteed Commercial Operation Date, as such date may be adjusted pursuant to Section 2(a) of <u>Exhibit B</u> and extended by Seller's payment of Commercial Operation Delay Damages pursuant to Section 2(b) of <u>Exhibit B</u> and/or a Development Cure Period pursuant to Section 4 of <u>Exhibit B</u> <u>B</u>;

(iii) if, in any Contract Year, the simple average of the Monthly Capacity Availability for such Contract Year is not equal to or greater than seventy percent (70%), 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 of the simple average of the Monthly Capacity Availability calculations for such Contract Year to equal at least seventy percent (70%), 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 ("<u>Cure Plan</u>") and (y) complete such Cure Plan in all material respects as set forth therein, including within the timeframe set forth therein;

(iv) if, Seller fails to maintain an average Efficiency Rate equal to or greater than the Minimum Efficiency Rate over a rolling twelve (12) month period;

(v) if not remedied within ten (10) days after Notice thereof, the failure by Seller to deliver a Remedial Action Plan required under Section 2.4 that demonstrates a reasonable plan for completing the Facility by the Guaranteed Commercial Operation Date;

(vi) Seller sells, assigns, or otherwise transfers, or commits to sell, assign, or otherwise transfer, the Product, or any portion thereof, during the Delivery Term to any party other than Buyer except as expressly permitted under this Agreement;

(vii) if Seller fails to maintain an Effective Capacity equal to or greater than seventy-five percent (75%) of the Installed Capacity for more than three hundred sixty (360) consecutive days;

(viii) failure by Seller to satisfy the collateral requirements pursuant to Sections 8.7 or 8.8 within ten (10) 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; (ix) 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, 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 twenty (20) days prior to the expiration of the outstanding Letter of Credit.

11.2 **<u>Remedies</u>**; **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 ("<u>Non-Defaulting Party</u>") 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 ("<u>Early Termination Date</u>") that terminates this Agreement (the "<u>Terminated Transaction</u>") 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.

Notwithstanding the foregoing, in the event that a Seller Event of Default occurs under Section 11.1(b)(ii), and Buyer as the Non-Defaulting Party does not establish any Early Termination Date within thirty (30) days following the occurrence of such Seller Event of Default, then Seller may in its sole discretion terminate this Agreement upon written Notice to Buyer that designates an Early Termination Date, and Buyer shall be entitled to the remedies set forth in this Section 11.2 subject to the limitations set forth in Article 12.

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) <u>Damage Payment Prior to Commercial Operation Date</u>. 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).

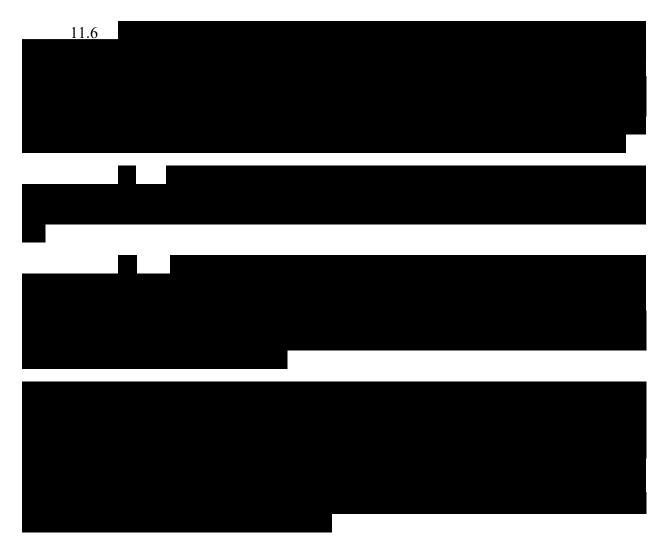
(i) If Seller is the Defaulting Party, then the Damage Payment shall be owed to Buyer and shall be a dollar amount that equals the entire amount of the Development Security plus, if the Development Security is posted as cash, any interest accrued thereon. Buyer shall be entitled to retain all Daily Delay Damages and Commercial Operation Delay Damages paid prior to the Termination Date and 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 Event of 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 the aggregate of all Settlement Amounts plus any and all other amounts due to or from Seller (as of the Early Termination Date) netted into a single amount. There will be no amount owed to Buyer. Seller 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 Seller's duty to mitigate, Seller shall not have to enter into replacement transactions to establish a Settlement Amount. 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.

Termination Payment On or After the Commercial Operation Date. The (b) 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 <u>Notice of Payment of Termination Payment or Damage Payment</u>. 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, despite using commercially reasonable efforts, to calculate the Termination Payment or Damage Payment, as applicable, 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 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.



11.7 <u>**Rights And Remedies Are Cumulative**</u>. Except where liquidated damages or other remedy are explicitly provided as the exclusive remedy herein, 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 <u>Mitigation</u>. 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 <u>No Consequential Damages</u>. EXCEPT TO THE EXTENT (A) PART OF AN EXPRESS REMEDY OR MEASURE OF DAMAGES HEREIN, (B) PART OF A THIRD PARTY INDEMNITY CLAIM UNDER ARTICLE 16, (C) INCLUDED IN A LIQUIDATED DAMAGES CALCULATION, (D) RESULTING FROM A PARTY'S WILLFUL MISCONDUCT, OR (E) CONSTITUTING LOST OR FOREGONE TAX CREDITS, 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 <u>Waiver and Exclusion of Other Damages</u>. 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 LIOUIDATED, INCLUDING UNDER SECTIONS 2.2(c), 3.3(d), 3.5, 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; COVENANTS

13.1 <u>Seller's Representations and Warranties</u>. 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) Neither Seller nor its Affiliates have received written notice from or been advised in writing by any existing supplier or service provider that the disease designated COVID-19 or the related virus designated SARS-CoV-2 have caused, or are reasonably likely to cause, a delay in the construction of the Facility or the delivery of materials necessary to complete the Facility, in each case that would cause the Commercial Operation Date to be later than the Guaranteed Commercial Operation Date.

13.2 <u>Buyer's Representations and Warranties</u>. 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 its jurisdiction. 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 cannot assert sovereign immunity as a defense to the enforcement of its obligations under this Agreement.

(g) Buyer is a "local public entity" as defined in Section 900.4 of the Government Code of the State of California.

13.3 <u>General Covenants</u>. 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 <u>Seller's Covenants</u>. Seller covenants that commencing on the Effective Date and continuing throughout the Contract Term:

(a) <u>Compliance with Laws</u>. To the extent applicable to Seller or the Facility, Seller shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, including, without limitation those related to employment discrimination and prevailing wage, non-discrimination and non-preference; conflict of interest; environmentally preferable procurement; single serving bottled water; gifts; and disqualification of former employees. Seller shall not discriminate against any employee or applicant for employment on the basis of the fact or perception of that person's race, color, religion, ancestry, national origin, age, sex (including pregnancy, childbirth or related medical conditions), legally protected medical condition, family care status, veteran status, sexual orientation, gender identity, transgender status, domestic partner status, marital status, physical or mental disability, or AIDS/HIV status.

(b) Seller shall obtain and maintain any and all permits and approvals necessary for the construction and operation of the Facility, including without limitation, environmental clearance under CEQA or other environmental law, as applicable, from the local jurisdiction where the Facility is or will be constructed.

13.5 <u>Site Control</u>. Seller shall maintain Site Control throughout the Delivery Term.

13.6 <u>Prevailing Wage</u>. Seller shall use commercially reasonable efforts to ensure that all employees hired by Seller, and its contractors and subcontractors, that will perform construction work or provide services at the Site related to construction of the Facility are paid wages at rates not less than those prevailing for workers performing similar work in the locality as provided by applicable California law, if any ("<u>Prevailing Wage Requirement</u>"). Nothing herein shall require Seller, its contractors and subcontractors to comply with, or assume liability created by other inapplicable provisions of any California labor laws. Buyer agrees that Seller's obligations under this Section 13.6 will be satisfied, as one of many means or methods, upon the execution of a project labor agreement related to construction of the Facility.

13.7 <u>Workforce Development</u>. Seller acknowledges that Buyer will, from time to time, request voluntary disclosure of Seller's certification status with the CPUC Clearinghouse, and

voluntary disclosure regarding Seller's efforts to work with diverse business enterprises, including women, minority, disabled veteran, and lesbian, gay, bisexual, transgender and/or persons with disabilities business enterprises in a form similar to <u>Exhibit S</u>.

#### ARTICLE 14 ASSIGNMENT

14.1 General Prohibition on Assignments. Except as provided below in this Article 14, neither Party may 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. Seller may, without Buyer's consent, assign this Agreement to any Person as part of a tax equity transaction or otherwise, provided that such Person must be subject to management control by the same Person(s) that had the power to control the management and policies of Seller. 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 and will not be subject to Section 14.2 or Section 14.3 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. The assigning Party shall pay the other Party's reasonable expenses associated with the preparation, review, execution and delivery of documents in connection with any assignment of this Agreement by the assigning Party, including without limitation reasonable attorneys' fees.

14.2 <u>Collateral Assignment</u>. 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 without the consent of Buyer. In connection with any financing or refinancing of the Facility, Buyer shall in good faith work with Seller and Lender to agree upon a consent to collateral assignment of this Agreement ("<u>Collateral Assignment Agreement</u>"), which shall be substantially in the form of <u>Exhibit T</u>. Seller shall pay Buyer's reasonable expenses, including attorneys' fees, incurred to provide consents, estoppels, or other required documentation in connection with Seller's financing or refinancing of the Facility. Other than the Collateral Assignment Agreement, Buyer shall have no obligation to provide any consent, or enter into any agreement, that materially and adversely affects any of Buyer's rights, benefits, risks or obligations under this Agreement, or to modify this Agreement.

# 14.3 **<u>Permitted Assignment</u>**.

(a) Seller may, without the prior written consent of Buyer, transfer or assign this Agreement directly or indirectly to an Affiliate of Seller if, and only if:

(i) Seller has given Buyer Notice at least fifteen (15) Business Days before the date of such proposed assignment; and

(ii) Seller has provided Buyer a written agreement signed by the Affiliate to which Seller wishes to assign its interests that provides that such Affiliate will assume all of Seller's obligations and liabilities under this Agreement upon such transfer or assignment.

(b) Seller may, without the prior written consent of Buyer, transfer or assign this Agreement to 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.

(c) 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 confirmed by Buyer.

14.4 <u>Portfolio Financing</u>. Buyer agrees and acknowledges that Seller may elect to finance or refinance 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.

14.5 **<u>Buyer Financing Assignment</u>**. Buyer may assign this Agreement to a financing entity that will pre-pay all of Buyer's payment obligations under this Agreement with Seller's prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned; *provided* that Seller has reasonably determined that the terms and conditions of such pre-payment arrangements are satisfactory to Seller and its Lenders and do not adversely affect Seller or its arrangements with Lenders in any material respect.

# ARTICLE 15 DISPUTE RESOLUTION

15.1 <u>Governing Law</u>. 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. Subject to Section 15.2, 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 Agreement shall be brought in the federal courts of the United States or the courts of the State of California sitting in the County of San Diego, California. 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 and informally without significant legal costs. If the Parties are unable to resolve a dispute arising hereunder within thirty (30) days after Notice of the dispute, the Parties may pursue all remedies available to them at Law in or equity.

15.3 <u>Attorneys' Fees</u>. 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) Seller agrees to indemnify, defend and hold harmless Buyer and its Affiliates, directors, officers, attorneys, employees, representatives and agents (collectively, the "**Buver's Indemnified Parties**") from and against all third-party claims, demands, losses, liabilities, penalties, and expenses (including reasonable attorneys' fees and expert witness fees), howsoever described, to the extent arising out of, resulting from, or caused by (i) Seller's breach of this Agreement (including inaccuracy of any Seller representation of warranty made hereunder), (ii) a violation of applicable Laws by Seller or its Affiliates, including but not limited to violations of any laws in constructing or operating the Facility, or (iii) negligent or willful misconduct by Seller or its Affiliates, directors, officers, employees, or agents.

(b) Buyer agrees to indemnify, defend and hold harmless Seller and its Affiliates, directors, officers, attorneys, employees, representatives and agents (collectively, the "<u>Seller's Indemnified Parties</u>") from and against all third-party claims, demands, losses, liabilities, penalties, and expenses (including reasonable attorneys' fees and expert witness fees), howsoever described, to the extent arising out of, resulting from, or caused by (i) Buyer's breach of this Agreement (including inaccuracy of any representation of warranty made hereunder), (ii) a violation of applicable Laws by Buyer or its Affiliates, or (iii) negligent or willful misconduct of Buyer or its Affiliates, its directors, officers, employees, or agents.

(c) Seller shall indemnify, defend, and hold harmless Buyer's Indemnified Parties, from any claim, liability, loss, injury or damage arising out of, or in connection with Environmental Costs and any environmental matters associated with the Facility, including the storage, disposal and transportation of Hazardous Substances, or the contamination of land, including but not limited to the Site, with any Hazardous Substances by or on behalf of the Seller or at the Seller's direction or agreement.

(d) 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 own 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.

Claims. Promptly after receipt by a Party of any claim or Notice of the 16.2 commencement of any action, administrative, or legal proceeding, or investigation as to which an 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 for the associated reasonable legal costs and expenses, 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.

# ARTICLE 17 INSURANCE

# 17.1 Insurance.

(a) <u>General Liability</u>. 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 the second peroccurrence, and an annual aggregate of not less than **second performance**, endorsed to provide contractual liability in said amount, specifically covering Seller's obligations under this Agreement and including Buyer as an additional insured. 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.

(b) <u>Employer's Liability Insurance</u>. Seller, if it has employees, shall maintain Employers' Liability insurance with limits of not less than for injury or death occurring as a result of each accident. With regard to bodily injury by disease, the policy limit will apply to each employee.

(c) <u>Workers Compensation Insurance</u>. 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 California Law.

(d) <u>Business Auto Insurance</u>. Seller shall maintain at all times during the Contract Term business auto insurance for bodily injury and property damage with limits of 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 and shall name Buyer as an additional insured and contain standard cross-liability and severability of interest provisions.

(e) <u>Pollution Liability</u>. Seller shall maintain or cause to be maintained during the construction of the Facility prior to the Commercial Operation Date, Pollution Legal Liability Insurance in the amount of the additional named insured per occurrence and in the aggregate, naming Seller (and Lender if any) as additional named insured.

(f) <u>Umbrella Liability Insurance</u>. Seller shall maintain or cause to be maintained an umbrella liability policy with a limit of liability of per occurrence and in the aggregate. Such insurance shall be in excess of the General Liability, Employer's Liability, and Business Auto Insurance coverages. Seller may choose any combination of primary, excess or umbrella liability policies to meet the insurance limits required under Sections 17.1(a), 17.1(b) and 17.1(d) above.

(g) <u>Construction All-Risk Insurance</u>. 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.

(h) <u>Property Insurance</u>. On and after the Commercial Operation Date, Seller shall maintain or cause to be maintained insurance against loss or damage from all causes under standard "all risk" property insurance coverage in amounts that are not less than the actual replacement value of the Facility; *provided*, however, with respect to property insurance for natural catastrophes, Seller shall maintain limits equivalent to a probable maximum loss amount determined by a firm with experience providing such determinations. Such insurance shall include business interruption coverage in an amount equal to twelve (12) months of expected revenue from this Agreement.

(i) <u>Subcontractor Insurance</u>. Seller shall make commercially reasonable efforts to require all of its subcontractors to carry: (i) comprehensive general liability insurance with a combined single limit of coverage not less than <u>subcontractors</u>; (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 <u>subcontractors</u> business auto insurance and employers. All subcontractors shall name Seller as an additional insured to insurance carried pursuant to clauses (i)(i) and (i)(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(i).

(j) <u>Evidence of Insurance</u>. 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. To the extent commercially and reasonably available, 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; provided that to the extent any such notices of modification are not commercially and reasonably available, Seller shall provide Buyer at least thirty (30) days prior Notice 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 subcontractors.

#### 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 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; and (iv) information that the recipient independently developed without a violation of this Agreement.

Duty to Maintain Confidentiality. The Party receiving Confidential Information 18.2 (the "Receiving Party") from the other Party (the "Disclosing Party") shall not disclose Confidential Information to a third party (other than the Party's members, employees, actual or potential lenders or investors, counsel, accountants, contractors, vendors, 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 and 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 or 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 <u>Further Permitted Disclosure</u>. 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)) or investors or purchasers (including tax credit buyers), 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 <u>Press Releases</u>. 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 press release. A Party's consent shall not be unreasonably withheld, conditioned or delayed.

### ARTICLE 19 MISCELLANEOUS

19.1 <u>Entire Agreement; Integration; Exhibits</u>. 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 <u>Amendments</u>. Except as otherwise explicitly permitted herein, 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 <u>No Waiver</u>. Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default.

19.4 <u>No Agency, Partnership, Joint Venture or Lease</u>. 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 or in any Collateral Assignment Agreement, any Lender and/or Indemnified Party.

19.5 <u>Severability</u>. 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 <u>Mobile-Sierra</u>. 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 <u>Counterparts</u>. 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 <u>Electronic Delivery</u>. This Agreement may be duly executed and delivered by a Party by electronic format (including portable document format (.pdf)). Delivery of an executed counterpart in .pdf electronic version shall be binding as if delivered in the original. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity, or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable law.

19.9 **<u>Binding Effect</u>**. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

19.10 <u>No Recourse to Members of Buyer</u>. 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. Each Party shall solely be responsible for all its debts, obligations and liabilities accruing and arising out of this Agreement, and neither Party shall have any rights and shall not make any claims, take any actions or assert any remedies against the other Party's constituent members, or the officers, directors, advisors, contractors, consultants or employees of the other Party, 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 **<u>Further Assurances</u>**. 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 assumption 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.

# CHULA VISTA ENERGY CENTER, LLC SAN DIEGO COMMUNITY POWER

By:	By:
Name:	Name:
Title:	Title:

# EXHIBIT A

# FACILITY DESCRIPTION

Site Name:

Site includes all or some of the following APNs: 629-062-04

County: San Diego County

**CEQA Lead Agency: City of Chula Vista** 

**Zip Code**: 91911

Latitude and Longitude: 32.592144°, -117.058653°

Facility Description: Battery Energy Storage Projected rated at 49.7 MW & 198.8 MWh

Interconnection Point: PNode OTAY\_6\_PL1X2Q (Proxy until CAISO assigns new resource ID)

Facility Meter: See Exhibit R

Facility Metering Points: See Exhibit R

**P-node**: SDG&E Otay Substation 69kv bus

Transmission Provider: PTO = SDG&E

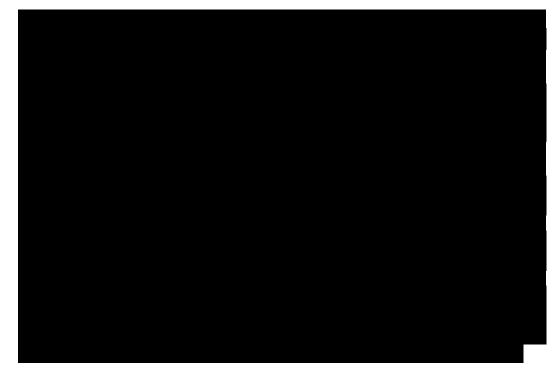
Additional Information: Site Plan provided below.

# EXHIBIT B

# FACILITY CONSTRUCTION AND COMMERCIAL OPERATION

# 1. <u>Construction of the Facility</u>.

"Construction Start" will occur upon Seller's acquisition of all applicable a. regulatory authorizations, approvals and permits necessary to commence 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 (or similar contract) and issued thereunder a 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." Seller shall cause Construction Start to occur no later than the Guaranteed Construction Start Date, as may be extended by Seller's payment of Daily Delay Damages pursuant to Section 1(b) of this Exhibit B and/or a Development Cure Period pursuant to Section 4 of this Exhibit B.



 <u>Commercial Operation of the Facility</u>. "<u>Commercial Operation</u>" means the condition existing when (i) Seller has fulfilled all of the conditions precedent in Section <u>2.3</u>2.2 of the Agreement and provided Notice to Buyer substantially in the form of <u>Exhibit H</u> (the "<u>COD</u>

b.

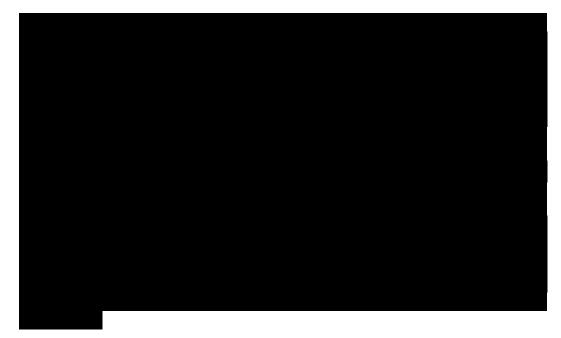
<u>Certificate</u>") (ii) Seller has notified Buyer in writing that it has provided the required documentation to Buyer and met the conditions for achieving Commercial Operation, and (iii) Buyer has acknowledged to Seller in writing that Buyer agrees that Commercial Operation has been achieved, which acknowledgement shall not be unreasonably withheld, conditioned or delayed. The "<u>Commercial Operation Date</u>" shall be the date on which Commercial Operation is achieved.

a.

c.



Seller shall cause Commercial Operation to occur no later than the Guaranteed Commercial Operation Date, as such date may be adjusted pursuant to Section 2(a) of this <u>Exhibit B</u>, and extended by Seller's payment of Commercial Operation Delay Damages pursuant to Section 2(c) of this <u>Exhibit B</u> and/or a Development Cure Period pursuant to Section 4 of this <u>Exhibit B</u>. Seller shall notify Buyer at least sixty (60) days before the anticipated Commercial Operation Date.



3. <u>Termination for Failure to Timely Achieve Construction Start and/or Commercial</u> <u>Operation</u>. If the Facility has not achieved Construction Start on or before the Guaranteed Construction Start Date (as may be extended hereunder), Buyer may elect to terminate this Agreement in accordance with Sections 11.1(b)(ii) and 11.2. 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 any 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. a Force Majeure Event occurs; or
  - b. 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 (an "<u>Interconnection Delay</u>"); or
  - c. Buyer or Buyer's SC, if Buyer's SC is the Scheduling Coordinator for the Facility, has not made all necessary arrangements to receive the Product at the Delivery Point by the Guaranteed Commercial Operation Date or Buyer has otherwise breached it obligation(s) under this Agreement and such breach causes a delay in the COD.





# EXHIBIT C

# COMPENSATION





#### EXHIBIT D

#### SCHEDULING COORDINATOR RESPONSIBILITIES

(a) Buyer shall have the option to select Seller or Seller's agent or Buyer or Buyer's agent to act as Scheduling Coordinator for the Facility for both the delivery and the receipt (as applicable) of Charging Energy, Discharging Energy and the Product at the Delivery Point. If Buyer selects Seller or Seller's agent as Scheduling Coordinator, Buyer shall not owe Seller any additional fees for the services provided by Seller for Scheduling Coordinator Services. Buyer shall provide notice to Seller of its selection of the Scheduling Coordinator election within three hundred sixty five (365) days prior to the Guaranteed Commercial Operation Date. If Buyer selects Seller or Seller's agent to act as Scheduling Coordinator for the Facility, the Parties shall enter into good faith negotiations to agree on necessary amendments to this Agreement to effectuate the selection of Seller or Seller's agent as Scheduling Coordinator services for the Facility and shall, to the greatest extent possible, maintain the relative benefits, burdens, and obligations under this Agreement.

Buyer as Scheduling Coordinator for the Facility. If Buyer elects to be the (b) Scheduling Coordinator or designates a qualified third party to provide Scheduling Coordinator services with the CAISO for the Facility at least thirty (30) days prior to the Initial Synchronization, (i) Seller shall take all commercially reasonable actions and execute and deliver to Buyer and the CAISO all documents in Seller's control and responsibility which are necessary to authorize or designate Buyer (or Buyer's designee) as the Scheduling Coordinator for the Facility effective as of the Commercial Operation Date of the Facility to the CAISO Grid, and (ii) Buyer shall, and shall cause its designee to, expeditiously 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 Commercial Operation Date of the Facility to the CAISO Grid through the termination or expiration of the Delivery Term. On or after the Commercial Operation Date 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 Schedules to the CAISO in accordance with this Agreement and the applicable CAISO Tariff, protocols and Scheduling practices for Product on a dav-ahead, hour-ahead, fifteen-minute market, real time or other CAISO market basis that may develop after the Effective Date, as determined by Buyer. 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 (in order of preference) telephonically, by electronic mail, or transmission to the personnel designated to receive such information.

(b) <u>CAISO Costs and Revenues</u>. Buyer shall be responsible for CAISO costs, charges and penalties (including Charging Energy, penalties, Imbalance Energy costs or revenues, and

other charges) and shall be entitled to all CAISO revenues (including Discharging Energy, 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 Delivery Point and Charging Energy delivered to the Delivery Point; provided, however, Seller shall assume all liability and reimburse Buyer for any and all CAISO penalties (i) incurred by Buyer resulting from any failure by Seller to abide by the CAISO Tariff requirements imposed on it as Facility owner (but not in connection with obligations of Buyer hereunder) 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), or (iii) to the extent arising as a result of Seller's failure to comply with a timely Curtailment Order if such failure results in incremental costs to Buyer. 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 (except to the extent such Non-Availability Charges arise out of Buyer's failure to perform its duties as Scheduling Coordinator for the Facility). 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.

CAISO Settlements. Buyer (as the Facility's SC) shall be responsible for all (c) 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 in respect of performance prior to the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

(d) <u>Dispute Costs</u>. The Party that is SC ("**SC Party**") may be required by the other Party to dispute CAISO settlements in respect of the Facility. The Non-SC Party agrees to pay the SC Party'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 the Non-SC Party with respect to the Facility that the Non-SC Party has directed the SC Party to dispute, except to the extent such dispute arises from the SC Party's failure to perform its duties as Scheduling Coordinator for the Facility.

(e) <u>Terminating Buyer's Designation as Scheduling Coordinator</u>. If Buyer is the SC, 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.

(f) <u>Master Data File and Resource Data Template</u>. 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.

(g) <u>NERC Reliability Standards</u>. Buyer (as Scheduling Coordinator) shall cooperate reasonably with Seller, or cause its designated SC to 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 or its designated SC's possession, as applicable, that Buyer (as Scheduling Coordinator) or its designated SC, as applicable, has provided to the CAISO related to the Facility or actions taken by Buyer (as Scheduling Coordinator) or its designated SC, as applicable, related to Seller's compliance with applicable 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 incidents.
- 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. Prevailing wage reports as required by Law.
- 12. Progress and schedule of all material agreements, contracts, permits, approvals, financing agreements and major equipment purchase orders showing the projected and completion dates.
- 13. 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.
- 14. Workforce Development or Supplier Diversity Reporting (if applicable). Format to be provided by Buyer.
- 15. Any other documentation reasonably requested by Buyer.

# EXHIBIT F

# FORM OF MONTHLY EXPECTED AVAILABLE CAPACITY REPORT

	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 a	dditiona	l rows fo	or each o	lay in th	ie montl	h]																		<u> </u>
Day 29																								
Day 30																								
Day 31																								<u> </u>

# [Available Capacity, MW Per Hour] – [Insert Month]

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

### FORM OF DAILY AVAILABILITY NOTICE

Trading Day: \_\_\_\_\_

Station: \_\_\_\_\_ Issued By: \_\_\_\_\_

Unit: \_\_\_\_\_

Issued At:

Unit 100% Available No Restrictions:

Hour Ending	Available Capacity	Comments
	(MW)	
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		
0:00		

Comments:

#### EXHIBIT H

#### FORM OF COMMERCIAL OPERATION DATE CERTIFICATE

This certification ("<u>Certification</u>") of Commercial Operation is delivered by \_\_\_\_\_ [*licensed professional engineer*] ("<u>Engineer</u>") to San Diego Community Power, a California joint powers authority ("<u>Buyer</u>") in accordance with the terms of that certain Energy Storage Service Agreement dated \_\_\_\_\_\_ ("<u>Agreement</u>") 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 \_\_\_\_\_\_, Engineer hereby certifies and represents to Buyer the following:

1. The Facility is fully operational, interconnected, and synchronized with the Transmission System in accordance with the Interconnection Agreement.

2. The Facility has met all Interconnection Agreement requirements and is capable of receiving Charging Energy from, and delivering Discharging Energy to, the CAISO Balancing Authority.

3. The commissioning of the equipment has been completed in accordance with the applicable material requirements of the manufacturers' specifications.

4. The Facility's Installed Capacity is no less than ninety-five percent (95%) of the Guaranteed Capacity and the Facility is capable of charging, storing and discharging Energy, all within the operational constraints and subject to the applicable Operating Restrictions.

5. Authorization to parallel the Facility was obtained by the Transmission Provider, [Name of Transmission Provider as appropriate] on [DATE].

6. The Transmission Provider has provided documentation supporting full unrestricted release for Commercial Operation by [Name of Transmission Provider as appropriate] on \_\_\_\_\_[DATE]\_\_\_\_.

7. The CAISO has provided notification supporting Commercial Operation, in accordance with the CAISO Tariff on \_\_\_\_\_[DATE]\_\_\_\_.

8. Seller has segregated and separately metered Station Use to the extent required in accordance with the retail service provider's tariff, and any such meter(s) have the same or greater level of accuracy as is required under the retail service provider's tariff.

EXECUTED	by [LICE	NSED PROFESSIONAL ENGINEER]
this	_day of _	, 20

[LICENSED PROFESSIONAL ENGINEER]
By:
Its:
Date:

#### EXHIBIT I

#### FORM OF CAPACITY AND EFFICIENCY RATE TEST CERTIFICATE

This certification ("<u>Certification</u>") of Capacity and Efficiency Rate Test results is delivered by [licensed professional engineer] ("<u>Engineer</u>") to San Diego Community Power, a California joint powers authority ("<u>Buyer</u>") in accordance with the terms of that certain Energy Storage Service Agreement dated \_\_\_\_\_\_ ("<u>Agreement</u>") 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 that a Capacity Test conducted on [Date] demonstrated (i) an [Installed or Effective] Capacity of \_\_\_\_\_ MW AC to the Delivery Point at four (4) hours of continuous discharge, (ii) a Battery Charging Factor of \_\_\_\_\_%, (iii) a Battery Discharging Factor of \_\_\_\_%, and (iv) an Efficiency Rate of \_\_\_\_%, all in accordance with the testing procedures, requirements and protocols set forth in Section 4.4 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 ("<u>Certification</u>") is delivered by [SELLER ENTITY] ("<u>Seller</u>") to San Diego Community Power, a California joint powers authority ("<u>Buyer</u>") in accordance with the terms of that certain Energy Storage Service Agreement dated \_\_\_\_\_\_("<u>Agreement</u>") 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 <u>Exhibit B</u> 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 "<u>Construction Start Date</u>"); 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 <u>Exhibit A</u> 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

#### [Form Remains Under Review]

[Issuing Bank Letterhead and Address]

#### IRREVOCABLE STANDBY LETTER OF CREDIT NO. [XXXXXXX]

Date: Bank Ref.: Amount: US\$[XXXXXXX] Expiry Date:

Beneficiary:

San Diego Community Power Authority PO Box 12716 San Diego, CA 92112

Ladies and Gentlemen:

By the order of \_\_\_\_\_\_ ("Applicant"), we, [insert bank name and address] ("Issuer") hereby issue our Irrevocable Standby Letter of Credit No. [XXXXXX] (the "Letter of Credit") in favor of San Diego Community Power, a California joint powers authority ("Beneficiary"), for an amount not to exceed the aggregate sum of U.S. \$[XXXXX] (United States Dollars [XXXXX] and 00/100), 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 renew annually until terminated in accordance with the terms hereof (the "Expiration Date").

Funds under this Letter of Credit are available to Beneficiary by valid presentation on or before the Expiration Date of a dated statement purportedly signed by your duly authorized representative, in the form attached hereto as Exhibit A, containing one of the two alternative paragraphs set forth in paragraph 2 therein, referencing our Letter of Credit No. [XXXXXX] ("Drawing Certificate").

The Drawing Certificate may be presented by (a) physical delivery, (b) as a PDF attachment to an e-mail to [*bank email address*] or (c) facsimile to [bank fax number [XXX-XXX-XXX]] confirmed by [e-mail to [*bank email address*]]. Transmittal by facsimile or email shall be deemed delivered when received.

The original of this Letter of Credit (and all amendments, if any) is not required to be presented in connection with any presentment of a Drawing Certificate by Beneficiary hereunder in order to receive payment.

We hereby agree with Beneficiary that all documents presented under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation to Issuer on or before the Expiration Date. All payments made under this Letter of Credit shall be made with Issuer's own immediately available funds by means of wire transfer in immediately available United States dollars to Beneficiary's account as indicated by Beneficiary in its Drawing Certificate or in a communication accompanying its 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.

This Letter of Credit may only be terminated upon one hundred twenty (120) days' prior written notice from Issuer to Beneficiary by registered mail or overnight courier service that Issuer elects not to extend this Letter of Credit, in which case it will expire on the date specified in such notice. 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.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce Publication No. 600 (the "UCP"), except to the extent that the terms hereof are inconsistent with the provisions of the UCP, including but not limited to Articles 14(b) and 36 of the UCP, in which case the terms of this Letter of Credit shall govern. In the event of an act of God, riot, civil commotion, insurrection, war or any other cause beyond Issuer's control (as defined in Article 36 of the UCP) that interrupts Issuer's business and causes the place for presentation of the Letter of Credit to be closed for business on the last day for presentation, the Expiration Date of the Letter of Credit will be automatically extended without amendment to a date thirty (30) calendar days after the place for presentation reopens for business.

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. [XXXXXX]. For telephone assistance, please contact Issuer's Standby Letter of Credit Department at [XXX-XXX-XXX] 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: San Diego Community Power, Chief Financial Officer, PO Box 12716, San Diego, CA 92112. 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]

## (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 San Diego Community Power, a California joint powers authority, PO Box 12716, San Diego, CA 92112, as beneficiary (the "Beneficiary") of the Irrevocable Letter of Credit No. [XXXXXX] (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").
- 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 other occasion provided for in the Agreement where Beneficiary is authorized to draw on the letter of credit 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 San Diego Community Power 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 San Diego Community Power by wire transfer in immediately available funds to the following account:

[Specify account information]

San Diego Community Power

Name and Title of Authorized Representative

Date\_\_\_\_\_

EXHIBIT L

[RESERVED]

#### EXHIBIT M

#### FORM OF REPLACEMENT RA NOTICE

This Replacement RA Notice (this "<u>Notice</u>") is delivered by [SELLER ENTITY] ("<u>Seller</u>") to [\_\_\_\_], a California joint powers authority ("<u>Buyer</u>") in accordance with the terms of that certain Energy Storage Service Agreement dated \_\_\_\_\_("<u>Agreement</u>") 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 3.5 of the Agreement, Seller hereby provides the below Replacement RA product information:

#### Unit Information<sup>1</sup>

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		

<sup>&</sup>lt;sup>1</sup> To be repeated for each unit if more than one.

# [SELLER ENTITY]

By:\_\_\_\_\_ Its:\_\_\_\_\_

Date:\_\_\_\_\_

# EXHIBIT N

# NOTICES

[NTD: Seller to provide]

CHULA VISTA ENERGY CENTER,	SAN DIEGO COMMUNITY POWER
LLC	("Buyer")
("Seller")	
All Notices:	All Notices:
Street:	PO Box 12716
City:	San Diego, CA 92112
Attn:	Attn: Byron Vosburg, Director of Power
	Services
Phone:	Phone: (619) 880-6545
Email:	Email: bvosburg@sdcommunitypower.org
Reference Numbers:	Reference Numbers:
Duns:	Duns:
Federal Tax ID Number:	Federal Tax ID Number:
Invoices:	Invoices:
Attn:	Attn: SDCP Settlements
Phone:	Phone: (619) 880-6545
Email:	Email: settlements@sdcommunitypower.org
Scheduling:	Scheduling:
Attn:	Tenaska Power Services Co.
Phone:	Attn: Kara Whillock
Email:	Phone: (972) 333-6122
	Email: kwhillock@tnsk.com
	Day Ahead: (817) 303-1115
	Real Time: (817) 303-1852
	Facsimile: (817) 303-1104
Confirmations:	Confirmations:
Attn:	Attn: SDCP Settlements
Phone:	Phone: (619) 880-6545
Email:	Email: settlements@sdcommunitypower.org
Payments:	Payments:
Attn:	Attn: Michael Maher
Phone:	Phone: (415) 526-3020
Email:	Email: mmaher@mahercpa.com
Wire Transfer:	Wire Transfer:
BNK:	BNK: River City Bank
ABA:	ABA:
ACCT:	ACCT:

CHULA VISTA ENERGY CENTER,	SAN DIEGO COMMUNITY POWER
LLC	("Buyer")
("Seller")	
With additional Notices of an Event of	With additional Notices of an Event of
Default to:	Default to:
Attn:	Best, Best & Krieger
Phone:	Attn: Ryan Barron, General Counsel
Facsimile:	655 West Broadway, 15th Floor
Email:	San Diego, CA 92101
	Phone: (949) 263-6568
	Email: ryan.baron@bbklaw.com
Emergency Contact:	Emergency Contact:
Attn:	Attn: Byron Vosburg, Director of Power
Phone:	Services
Email:	Phone: (619) 880-6545
	Email: bvosburg@sdcommunitypower.org

### **EXHIBIT O**

#### CAPACITY AND EFFICIENCY RATE TESTS

#### **Capacity Test Notice and Frequency**

A. <u>Commercial Operation Capacity Test(s)</u>. Upon no less than ten (10) Business Days prior Notice to Buyer, Seller shall schedule and complete a Commercial Operation Capacity Test prior to the Commercial Operation Date. Such initial Commercial Operation Capacity Test (and any subsequent Commercial Operation Capacity Test permitted in accordance with Section 6 of <u>Exhibit B</u>) shall be performed in accordance with this <u>Exhibit O</u> and shall establish the Installed Capacity and initial Efficiency Rate hereunder based on the actual capacity and capabilities of the Facility determined by such Commercial Operation Capacity Test(s).

B. <u>Subsequent Capacity Tests</u>. Following the Commercial Operation Date, 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 Capacity Test. In addition to the annual capacity test, if Buyer has reason to believe that the Effective Capacity or the Efficiency Rate is materially less than shown by the most recent test results, Buyer shall have the right to require a Capacity Test at any time upon no less than five (5) Business Days prior Notice to Seller. Seller shall have the right to run a retest of any 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. <u>Test Results and Re-Setting of Effective Capacity and Efficiency Rate</u>. 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 Facility Meter readings and plant log sheets verifying the operating conditions and output of the Facility. In accordance with Section 4.4(a)(ii) of the Agreement and Part II(I) below, after the Commercial Operation Capacity Test(s), the Effective Capacity (up to, but not in excess of, the Installed Capacity) and Efficiency Rate determined pursuant to such Capacity Test shall become the new Effective Capacity and Efficiency Rate at the beginning of the day following the completion of the test for calculating the Monthly Capacity Payment and all other purposes under this Agreement.

#### **Capacity Test Procedures**

#### PART I. GENERAL.

- A. Each Capacity Test shall be conducted in accordance with Prudent Operating Practices, the Operating Restrictions, and the provisions of this <u>Exhibit O</u>. For ease of reference, a Capacity Test is sometimes referred to in this <u>Exhibit O</u> as a "<u>CT</u>". 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).
- B. <u>Conditions Prior to Testing</u>.
  - (1) <u>EMS Functionality</u>. 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) <u>Communications</u>. 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) <u>Commissioning Checklist</u>. 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.

# PART II. REQUIREMENTS APPLICABLE TO ALL CAPACITY TESTS.

Note: Seller shall have the right and option in its sole discretion to install storage capacity in excess of the Guaranteed Capacity; provided, for all purposes of this Agreement, the amount of Installed Capacity shall never be deemed to exceed the Guaranteed Capacity, and all SOC measurements associated with a Capacity Test shall be based on the Installed Capacity without taking into account any capacity that exceeds the Guaranteed Capacity.

- A. <u>Test Elements</u>. Each CT shall include at least the following individual test elements, which must be conducted in the order prescribed in Part III of this <u>Exhibit O</u>, 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 Capacity or to the Efficiency Rate resulting from such Test, if applicable, will be made in accordance with this <u>Exhibit O</u>.
  - (1) Electrical output at maximum discharging level (MW) for four (4) continuous hours; and
  - (2) Electrical input at maximum charging level at the 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 Facility Meter (MW), as sustained until the SOC reaches 100%, not to exceed six (6) hours of total charging time.
- B. <u>Parameters</u>. During each CT, the following parameters shall be measured and recorded simultaneously for the Facility, at the specified intervals:
  - (1) Time in 1-minute intervals;
  - (2) The amount of Discharging Energy to the Facility Meters (kWh) (i.e., to each measurement device making up the Facility Meter) in 5-minute intervals;

- (3) Net electrical energy input from the Facility Meters (kWh) (i.e., from each measurement device making up the Facility Meter) in 5-minute intervals; and
- (4) Stored Energy Level (MWh) in 1-minute intervals.
- C. <u>Site Conditions</u>. 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 Facility; and
  - (3) Ambient air temperature (°F).
- D. <u>Test Showing</u>. 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 six (6) consecutive hours (or such lesser time as is required to reach 100% SOC) pursuant to A(2) above;
  - (4) Intentionally Omitted;
  - (5) Intentionally Omitted;
  - (6) Amount of Charging Energy, registered at the Facility Meter, to go from 0% SOC to 100% SOC;
  - (7) Amount of Discharging Energy, registered at the Facility Meter, to go from 100% SOC to 0% SOC.
- E. <u>Test Conditions</u>.
  - (1) <u>General</u>. At all times during a CT, the 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 Facility.
  - (2) <u>Abnormal Conditions</u>. 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) <u>Instrumentation and Metering</u>. 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. <u>Incomplete Test</u>. 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 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. <u>Test Report</u>. 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 ten (10) 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. <u>Supplementary Capacity Test Protocol</u>. No later than sixty (60) days prior to commencing 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 <u>Exhibit O</u> with additional and supplementary details, procedures and requirements applicable to Capacity Tests based on the then current design of the Facility ("<u>Supplementary Capacity Test Protocol</u>"). 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 <u>Exhibit O</u>.
- I. <u>Adjustment to Effective Capacity and Efficiency Rate</u>. The Effective 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 Capacity (in the case of a Commercial Operation Capacity Test, including under Section 6 of Exhibit B) or (b) the Installed Capacity (in the case of any other Capacity Test), multiplied by (ii) four (4) hours) shall be divided by four (4) hours to determine the Effective Capacity, which shall be expressed in MW AC, and shall be the new Effective Capacity in accordance with Section 4.4(a)(ii) of the Agreement.
- (2) The total amount of Discharging Energy (as reported under Section II.D(7) above) divided by the total amount of Charging Energy (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 calculation of the Efficiency Rate liquidated damages in <u>Exhibit C</u> until updated pursuant to a subsequent Capacity Test.

# PART III. INITIAL SUPPLEMENTARY CAPACITY TEST PROTOCOL.

# A. Effective Capacity and Efficiency Rate Test

- <u>Procedure:</u>
  - (1) System Starting State: The Facility will be in the on-line state at 0% SOC.
  - (2) Record the initial value of the SOC.
  - (3) Command a real power charge that results in an AC power of Facility's maximum charging level and continue charging until the earlier of (a) the Facility has reached 100% SOC or (b) six (6) hours have elapsed since the Facility commenced charging.
  - (4) Record and store the SOC after the earlier of (a) the Facility has reached 100% SOC or (b) six (6) hours of continuous charging. Such data point shall be used for purposes of calculation of the Battery Charging Factor.
  - (5) Record and store the amount of Charging Energy, registered at the Facility Meter, to go from 0% SOC to 100% SOC.
  - (6) Following one (1) hour rest period, command a real power discharge that results in an AC power output of the 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, or (b) the Facility has reached 0% SOC.
  - (7) Record and store the 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 Facility SOC remains above zero percent (0%)

after discharging at a rate at or above the Guaranteed Capacity (or at or above the Installed Capacity after a Commercial Operation 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 Facility Meter. Such data point shall be used for purposes of calculation of the Effective Capacity.
- (9) If the Facility has not reached 0% SOC pursuant to Section III.A.6, continue discharging the Facility until it reaches a 0% SOC.
- (10) Record and store the Discharging Energy as measured at the Facility Meter from the commencement of discharging pursuant to Part III.A.6 until the Facility has reached a 0% SOC pursuant to either Part III.A.7 or Part III.A.9, as applicable.
- <u>Test Results:</u>
  - (1) The resulting Effective Capacity measurement is the sum of the total Discharging Energy after 4 hours of continuous discharging at the Facility Meter divided by four (4) hours.

The starting interval of the Capacity Test is the first 5-minute interval for which the output is above 99% of the commanded discharge output.

The ending interval of the Capacity Test is the 5-minute interval that ends 4 hours after the commencement of the starting interval.

(2) The total amount of Discharging Energy (as reported under Section III.A(10) above) divided by the total amount of Charging Energy (as reported under Section III.A(5) above), and expressed as a percentage, shall be recorded as the new Efficiency Rate, and shall be used for the calculation of the Efficiency Rate liquidated damages in Exhibit C until updated pursuant to a subsequent Capacity Test.

The starting interval of the Efficiency Rate test is the interval before the first 5-minute interval for which the output is above 99% of the commanded discharge output.

The ending interval of the Efficiency Rate test is the interval after the last 5-minute interval for which the output is above 99% of the commanded discharge output.

#### B. Intentionally Omitted.

- C. Intentionally Omitted.
- D. Intentionally Omitted.

E. Intentionally Omitted.

#### EXHIBIT P

#### FACILITY AVAILABILITY CALCULATION

Monthly Capacity Availability Calculation. Seller shall calculate the "Monthly Capacity Availability" from the Commercial Operation Date through the RA Guarantee Date and thereafter for each given month of the Delivery Term using the formula set forth below:

[MONTHRS<sub>m</sub>]

Where:

m = relevant month "m" in which Monthly Capacity Availability is calculated;

MONTHRS<sub>m</sub> is the total number of hours for the month;

AVAILHRS<sub>m</sub> is the total number of hours, or partial hours, in the month during which the Facility was available to charge and discharge Energy between the Facility and the Delivery Point and to provide Ancillary Services at the Delivery Point (excluding, for avoidance of doubt, all circumstances at the high-voltage side of the Delivery Point or beyond that may limit Seller's delivery of Product). If the Facility is available pursuant to the preceding sentence during any applicable hour, or partial hour, but for less than the full amount of the Effective Capacity, the AVAILHRS<sub>m</sub> for such time period shall be calculated by multiplying such AVAILHRS<sub>m</sub> by a percentage determined by dividing (a) by (b); where (a) is the lower of (i) such capacity amount reported as available by Seller's realtime EMS data feed to Buyer for the Facility for such hours, or partial hours, and (ii) Seller's most recent Availability Notice (as updated pursuant to Section 4.10(b)), and (b) is the Effective Capacity.

EXCUSEDHRS<sub>m</sub> is the total number of hours, or partial hours, in the month that are not included as AVAILHRS<sub>m</sub> due to Buyer Default, the failure of Buyer's SC to comply with the CAISO Tariff, Force Majeure Events (excluding Insurable Force Majeure Events), periods during which the receipt of Charging Energy or delivery of Discharging Energy is prevented due to a Curtailment Order, Buyer Dispatched Tests, Approved Maintenance Outages, CAISO approved Short Term Opportunity Outages (as that term is defined in the CAISO Tariff), or the Operating Restrictions in Exhibit Q (each, an "Excused Event"). If an Excused Event results in less than the full amount of the Effective Capacity for the Facility being unavailable during any applicable hour, or partial hour, the EXCUSEDHRS<sub>m</sub> for such time period shall be calculated by multiplying such EXCUSEDHRS<sub>m</sub> by a percentage determined by dividing (a) by (b); where (a) is the lower of such Effective Capacity amount that is not reported as available by (i) Seller's real-time EMS data feed to Buyer for the Facility for such hours, or partial hours, and (ii) Seller's most recent Availability Notice (as updated pursuant to Section 4.10(b)), and (b) is the Effective Capacity. For avoidance of doubt, the total of AVAILHRS<sub>m</sub> plus EXCUSEDHRS<sub>m</sub> for

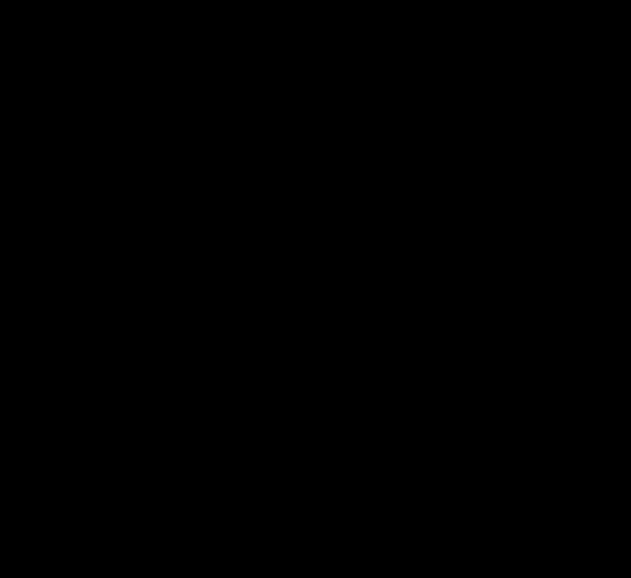
any hour, or partial hour, shall never exceed 1.

If the Storage Facility or any component thereof was previously deemed unavailable for an hour or part of an hour, and Seller provides a revised Notice indicating the Storage Facility is available for that hour or part of an hour by 5:00 a.m. of the morning Buyer schedules or bids the Storage Facility in the Day-Ahead Market, the Storage Facility will be deemed to be available to the extent set forth in the revised Notice.

# EXHIBIT Q

# **OPERATING RESTRICTIONS**







# EXHIBIT R

# **METERING DIAGRAM**

## EXHIBIT S

#### WORKFORCE DEVELOPMENT

#### Sample Supplier Diversity Survey

Please note that not all questions may apply to your business. For the questions that do not apply, please skip them or answer "Not Applicable" or "Decline to State."

Pursuant to Proposition 209, SDCP does not give preferential treatment based on race, sex, color, ethnicity, or national origin. Providing information in these categories is optional and will not impact your participation in any future SDCP solicitation selection process. Responses are collected for informational and reporting purposes only pursuant to Senate Bill (SB) 255.

\*Required

1. Business Name\*

2. Email Address\*

3. Where is your business located/headquartered?

4. Is your business certified under General Order 156 (GO 156)? GO 156 is a California Public Utilities Commission ruling that requires utility entities to report annually on their contracts with majority women-owned, minority owned, disabled veteran-owned and LGBT-owned business enterprises (WMDVLGBTEs) in all categories. Qualified businesses become GO 156 Certified through the CPUC and are then added to the GO 156 Clearinghouse database at www.thesupplierclearinghouse.com\*

Yes

No

Qualified as a WMDVLGBTBE but not GO 156 certified

5. If you answered "yes" to Question 4, when does your certification expire?

6. If you answered "yes" or "qualified, but not certified" to Question 4, in which categories are you certified or qualified? Please choose all that apply.

Minority Owned

Women Owned

LGBT Owned

Disabled Veteran Owned

Small Business Enterprise, as defined by 8(d) of the Small Business Act

7. If your business is a minority-owned business enterprise, what GO156 certification or qualification does your business fall under?

Black American Hispanic American Asian Pacific American Native American

8. Please list the Standardized Industrial Code (SIC) of the products and services your business offers. Search for your SIC in the "Commodity Codes" search bar, here: https://sch.thesupplierclearinghouse.com/FrontEnd/SearchCertifiedDirectory. asp.

9. If certified under GO 156, please list your annual business revenue as reported to the CPUC Supplier Clearinghouse. You may check your CPUC Supplier Clearinghouse status here: https://sch.thesupplierclearinghouse.com/ FrontEnd/SearchCertifiedDirectory.asp.

10. If your business is qualified, but not GO 156 certified, please identify the reasons for not completing the certification process?

11. If your business has used GO 156 certified subcontractors for your SDCP contract, please include a list of your subcontractor business names, if the subcontract is for products or services, and the anticipated subcontract amount. Example: Electrical Design Technology, Inc.; products (batteries); \$100,000.

12. If applicable, please describe any hiring policies your business has for using small, local, and/or economically disadvantaged subcontractors or for using subcontractors that qualify for the GO 156 Supplier Clearinghouse.

13. Does your business have a history of using apprenticeship programs, local-hires, union labor, or multi-trade project labor agreements? Local hires can be defined as labor-sourced from within SDCP's service area.

Yes, apprenticeship programs in this recent contract with SDCP

Yes, local labor in this recent contract with SDCP

Yes, union labor in this recent contract with SDCP

Yes, multi-trade PLA in this recent contract with SDCP

Yes, apprenticeship programs but not in this contract with SDCP

Yes, history of local hire but not in this contract with SDCP

Yes, history of union labor but not in this contract with SDCP

Yes, history of multi-trade PLA but not in this contract with SDCP

Uses California-based labor, but not local to SDCP's service areas

None of the above

Not applicable

14. Are you a small business? Please refer to the Small Business Association' Size Standards tool for more information: https://www.sba.gov/sizestandards.

Yes

No

15. If you answered "yes" to Question 14, please describe your history with labor agreements, union labor, multi-trade labor, apprenticeship labor, or how many local workers/businesses you employ for your contract with SDCP.

16. Is there any additional feedback that you would like to provide to SDCP at this time?

17. Does the bidder have formal initiatives to promote diversity, equity, and inclusion among its workforce?

18. If the answer to question 33 is "Yes", please explain and provide supporting documentation.

19. Has the bidder adopted formal Environmental, Social, and Governance (ESG) goals?

20. If the answer to question 36 is "Yes", please explain and provide supporting documentation.

#### EXHIBIT T

#### FORM OF CONSENT TO COLLATERAL ASSIGNMENT

#### [Form Remains Under Review]

This Consent to Collateral Assignment (this "<u>Consent</u>") is entered into among (i) San Diego Community Power, a California joint powers authority ("<u>SDCP</u>"), (ii) [Name of Seller], a [Legal Status of Seller] (the "<u>Project Company</u>"), 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 "<u>Secured Parties</u>", and, such agent, together with its successors in such capacity, the "<u>Collateral Agent</u>"). SDCP, 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 ESSA (as defined below).

#### RECITALS

The Parties enter into this Consent with reference to the following facts:

- A. Project Company and SDCP have entered into that certain Energy Storage Service Agreement, dated as of *[Date] [List all amendments as contemplated by Section 3.4]* ("<u>ESSA</u>"), pursuant to which Project Company will develop, construct, commission, test and operate the Facility (the "<u>Project</u>") and sell the Product to SDCP, and SDCP will purchase the Product from Project Company;
- B. As collateral for Project Company's obligations under the ESSA, Project Company has agreed to provide to SDCP certain collateral, which may include Performance Security and Development Security and other collateral described in the ESSA (collectively, the "<u>ESSA</u> <u>Collateral"</u>);
- 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 "<u>Financing Agreement</u>"), 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 "<u>Financing Documents</u>"), Project Company has, among other things, assigned all of its right, title and interest in, to and under the ESSA and Project's Company's owners have pledged their ownership interest in Project Company (collectively, the "<u>Assigned Interest</u>") to the Collateral Agent pursuant to the Financing Documents; and
- E. It is a requirement under the Financing Agreement and the ESSA that SDCP 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 <u>Consent and Agreement</u>.

SDCP 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 ESSA (subject to SDCP's rights and defenses under the ESSA and the terms of this Consent) and accepts any such exercise; *provided*, insofar as the Collateral Agent exercises any such rights under the ESSA or makes any claims with respect to payments or other obligations under the ESSA, the terms and conditions of the ESSA 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 SDCP is authorized to act in accordance with Collateral Agent's instructions, and that SDCP 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 <u>Right to Cure</u>.

If Project Company defaults in the performance of any of its obligations under the ESSA, or upon the occurrence or non-occurrence of any event or condition under the ESSA which would immediately or with the passage of any applicable grace period or the giving of notice, or both, enable SDCP to terminate or suspend its performance under the ESSA (a "ESSA Default"), SDCP will not terminate or suspend its performance under the ESSA until it first gives written notice of such ESSA Default to Collateral Agent and affords Collateral Agent the right to cure such ESSA Default within the applicable cure period under the ESSA, which cure period shall run concurrently with that afforded Project Company under the ESSA. In addition, if Collateral Agent gives SDCP written notice prior to the expiration of the applicable cure period under the ESSA of Collateral Agent's intention to cure such ESSA Default (which notice shall include a reasonable description of the time during which it anticipates to cure such ESSA Default) and is diligently proceeding to cure such ESSA Default, notwithstanding the applicable cure period under the ESSA, Collateral Agent shall have a period of sixty (60) days (or, if such ESSA Default is for failure by the Project Company to pay an amount to SDCP which is due and payable under the ESSA other than to provide ESSA Collateral, thirty (30) days, or, if such ESSA Default is for failure by Project Company to provide ESSA Collateral, ten (10) Business Days) from the Collateral Agent's receipt of the notice of such ESSA Default from SDCP to cure such ESSA Default; provided, (a) if possession of the Project is necessary to cure any such non-monetary ESSA Default and Collateral Agent has commenced foreclosure proceedings within sixty (60) days after notice of the ESSA 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 ESSA Default, to complete such proceedings and cure such ESSA Default, and (b) if Collateral Agent is prohibited from curing any such ESSA 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 ESSA 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 SDCP with reports concerning the status of efforts to cure a ESSA Default upon SDCP's reasonable request.

### 1.4 <u>Substitute Owner</u>.

Subject to Section 1.7, the Parties agree that if Collateral Agent notifies (such notice, a "Financing Document Default Notice") SDCP 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 ESSA, and, subject to Sections 1.7(b) and 1.7(c) below, SDCP and Substitute Owner will recognize each other as counterparties under the ESSA and will continue to perform their respective obligations (including those obligations accruing to SDCP and the Project Company prior to the existence of the Substitute Owner) under the ESSA in favor of each other in accordance with the terms thereof; provided, before SDCP is required to recognize the Substitute Owner, the Substitute Owner must (i) be a permitted assignee under the ESSA or (ii) have demonstrated to SDCP's reasonable satisfaction that the Substitute Owner has financial qualifications and operating experience [TBD] (a "Permitted Transferee"). For purposes of the foregoing, SDCP 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 ESSA 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 <u>Replacement Agreements.</u>

Subject to Section 1.7, if the ESSA 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 Project (including possession by a receiver or title by foreclosure or deed in lieu of foreclosure) ("<u>Replacement Owner</u>"), SDCP 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 ESSA remaining to be performed having terms substantially the same as the terms of the ESSA with respect to the remaining Term ("<u>Replacement ESSA</u>"); *provided*, before SDCP is required to enter into a Replacement ESSA, the Replacement Owner must have demonstrated to SDCP's reasonable satisfaction that the Replacement Owner satisfies the requirements of a Permitted Transferee. For purposes of the foregoing, SDCP 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 ESSA, to the extent SDCP is, or was otherwise prior to its termination as described in this Section 1.5, entitled under the ESSA, SDCP may suspend performance of its obligations under such Replacement ESSA, unless and until all ESSA Defaults of Project Company under the ESSA or Replacement ESSA have been cured.

## 1.6 <u>Transfer</u>.

Subject to Section 1.7, a Substitute Owner or a Replacement Owner may assign all of its interest in the Project and the ESSA and a Replacement ESSA 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 "<u>Person</u>") to which the Project is transferred; *provided*, the proposed transferee shall have demonstrated to SDCP's reasonable satisfaction that such proposed transferee satisfies the requirements of a Permitted Transferee.

### 1.7 <u>Assumption of Obligations</u>.

# (a) <u>Transferee</u>.

Any transferee under Section 1.6 shall expressly assume in a writing reasonably satisfactory to SDCP all of the obligations of Project Company, Substitute Owner or Replacement Owner under the ESSA or Replacement ESSA, as applicable, including posting and collateral assignment of the ESSA Collateral. Upon such assignment and the cure of any outstanding ESSA Default, and payment of all other amounts due and payable to SDCP in respect of the ESSA or such Replacement ESSA, the transferor shall be released from any further liability under the ESSA or Replacement ESSA, as applicable.

# (b) <u>Substitute Owner.</u>

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 ESSA, including posting and collateral assignment of the ESSA Collateral; *provided*, the obligations of such Substitute Owner shall be no more than those of Project Company under the ESSA.

# (c) <u>No Liability</u>.

SDCP acknowledges and agrees that neither Collateral Agent nor any Secured Party shall have any liability or obligation under the ESSA 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 ESSA, 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 ESSA, Collateral Agent shall not have any personal liability to SDCP under the ESSA or Replacement ESSA and the sole recourse of SDCP in seeking enforcement of such obligations against Collateral Agent shall be to the aggregate interest of the Secured Parties in the Project; *provided*, such limited recourse shall not limit SDCP's right to seek equitable or injunctive relief against Collateral Agent, or SDCP's rights with respect to any offset rights expressly allowed under the ESSA, a Replacement ESSA or the ESSA Collateral.

# 1.8 <u>Delivery of Notices</u>.

SDCP shall deliver to Collateral Agent, concurrently with the delivery thereof to Project Company, a copy of each notice, request or demand given by SDCP to Project Company pursuant to the ESSA relating to (a) a ESSA Default by Project Company under the ESSA, (b) any claim regarding Force Majeure by SDCP under the ESSA, (c) any notice of dispute under the ESSA, (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 SDCP's obligation to give Collateral Agent a notice of ESSA Default under Section 1.3. Collateral Agent shall deliver to SDCP, 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 <u>Confirmations</u>.

SDCP will, as and when reasonably requested by Collateral Agent from time to time, confirm in writing matters relating to the ESSA (including the performance of same by Project Company); *provided*, such confirmation may be limited to matters of which SDCP is aware as of the time the confirmation is given and such confirmations shall be without prejudice to any rights of SDCP under the ESSA as between SDCP 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 SDCP receives a Financing Document Default Notice, SDCP shall deal exclusively with Project Company in connection with the performance of SDCP's obligations under the ESSA. From and after such time as SDCP receives a Financing Document Default Notice and until a Substitute Owner is substituted for Project Company pursuant to Section 1.4, a Replacement ESSA is entered into or the ESSA is transferred to a Person to whom the Project is transferred pursuant to Section 1.6, SDCP shall, until Collateral Agent confirms to SDCP in writing that all obligations under the Financing Documents are no longer outstanding, deal exclusively with Collateral Agent in connection with the performance of SDCP's obligations under the ESSA, and SDCP may irrevocably rely on instructions provided by Collateral Agent in accordance therewith to the exclusion of those provided by any other Person.

### 1.11 <u>No Amendments</u>.

To the extent permitted by Laws, SDCP agrees that it will not, without the Project Company obtaining 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 ESSA (b) terminate or suspend its performance under the ESSA (except in

accordance with Section 1.3) or (c) consent to or accept any termination or cancellation of the ESSA by Project Company.

## SECTION 2. <u>PAYMENTS UNDER THE ESSA</u>

### 2.1 <u>Payments</u>.

Unless and until SDCP receives written notice to the contrary from Collateral Agent, SDCP will make all payments to be made by it to Project Company under or by reason of the ESSA directly to Project Company. SDCP, Project Company, and Collateral Agent acknowledge that SDCP will be deemed to be in compliance with the payment terms of the ESSA to the extent that SDCP makes payments in accordance with Collateral Agent's instructions.

### 2.2 <u>No Offset, Etc</u>.

All payments required to be made by SDCP under the ESSA shall be made without any offset, recoupment, abatement, withholding, reduction or defense whatsoever, other than that expressly allowed by the terms of the ESSA.

### SECTION 3. <u>REPRESENTATIONS AND WARRANTIES OF SDCP</u>

SDCP makes the following representations and warranties as of the date hereof in favor of Collateral Agent:

#### 3.1 <u>Organization</u>.

SDCP 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 its jurisdiction. SDCP has all requisite power and authority, corporate and otherwise, to enter into and to perform its obligations hereunder and under the ESSA, and to carry out the terms hereof and thereof and the transactions contemplated hereby and thereby.

#### 3.2 <u>Authorization</u>.

The execution, delivery and performance by SDCP of this Consent and the ESSA have been duly authorized by all necessary corporate or other action on the part of SDCP and do not require any approval or consent of any holder (or any trustee for any holder) of any indebtedness or other obligation of SDCP which, if not obtained, will prevent SDCP from performing its obligations hereunder or under the ESSA 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 ESSA is in full force and effect, have been duly executed and delivered on behalf of SDCP by the appropriate officers of SDCP, and constitute the legal, valid and binding obligation of SDCP, enforceable against SDCP 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 <u>No Default or Amendment</u>.

Except as set forth in Schedule A attached hereto: (a) Neither SDCP nor, to SDCP's actual knowledge, Project Company, is in default of any of its obligations under the ESSA; (b) SDCP and, to SDCP's actual knowledge, Project Company, has complied with all conditions precedent to the effectiveness of its obligations under the ESSA; (c) to SDCP'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 SDCP or Project Company to terminate or suspend its obligations under the ESSA; and (d) the ESSA has not been amended, modified or supplemented in any manner except as set forth herein and in the recitals hereto.

## 3.5 <u>No Previous Assignments</u>.

SDCP 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 ESSA, except as previously disclosed in writing and consented to by SDCP.

# SECTION 4. <u>REPRESENTATIONS AND WARRANTIES OF PROJECT COMPANY</u>

Project Company makes the following representations and warranties as of the date hereof in favor of the Collateral Agent and SDCP:

### 4.1 <u>Organization</u>.

Project Company is a *[Legal Status of Seller]* 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 ESSA, and to carry out the terms hereof and thereof and the transactions contemplated hereby and thereby.

### 4.2 <u>Authorization</u>.

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 ESSA 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 <u>Execution and Delivery; Binding Agreement</u>.

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 <u>No Default or Amendment</u>.

Except as set forth in Schedule B attached hereto: (a) neither Project Company nor, to Project Company's actual knowledge, SDCP, is in default of any of its obligations thereunder; (b) Project Company and, to Project Company's actual knowledge, SDCP, has complied with all conditions precedent to the effectiveness of its obligations under the ESSA; (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 SDCP or Project Company to terminate or suspend its obligations under the ESSA; and (d) the ESSA has not been amended, modified or supplemented in any manner except as set forth herein and in the recitals hereto.

### 4.5 <u>No Previous Assignments</u>.

Project Company has not previously assigned all or any part of its rights under the ESSA.

# SECTION 5. <u>REPRESENTATIONS AND WARRANTIES OF COLLATERAL AGENT</u>

Collateral Agent makes the following representations and warranties as of the date hereof in favor of SDCP and Project Company:

### 5.1 <u>Authorization</u>.

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 <u>Execution and Delivery; Binding Agreement.</u>

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. <u>MISCELLANEOUS</u>

6.1 <u>Notices</u>.

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 ESSA (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 SDCP or Project Company, in accordance with *[Notice Section of the ESSA]* of the ESSA, (b) if to Collateral Agent, to *[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 <u>Governing Law; Submission to Jurisdiction</u>.

(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 ESSA. 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 <u>Headings Descriptive</u>.

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 <u>Severability</u>.

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 <u>Amendment, Waiver</u>.

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 SDCP, Project Company and Collateral Agent or (b) waived, except by an instrument in writing signed by the waiving Party.

### 6.6 <u>Termination</u>.

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 SDCP 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 ESSA or any Replacement ESSA, its obligations under such ESSA or Replacement ESSA have been fully performed.

### 6.7 <u>Successors and Assigns</u>.

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 <u>Further Assurances</u>.

SDCP 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 <u>Waiver of Trial by Jury</u>.

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 <u>Entire Agreement</u>.

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 <u>Counterparts; Electronic Signatures</u>.

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.

[NAME OF PROJECT COMPANY], [Legal Status of Project Company].	SAN DIEGO COMMUNITY POWER, a California joint powers authority.
By:	By:
[Name] [Title]	[Name] [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]

## **SCHEDULE B**

[Describe any disclosures relevant to representations and warranties made in Section 4.4]

#### SAN DIEGO COMMUNITY POWER Staff Report – Item 20

- To: From:	San Diego Community Power Board of Directors Asikeh Kanu, Portfolio Manager & Andrea Torres, Sr. Portfolio Manager
Via:	Karin Burns, Chief Executive Officer
Subject:	Approval of Hecate Grid Scafell Storage 1 LLC RA Agreement
Date:	January 18, 2024

#### RECOMMENDATION

Approve the proposed Resource Adequacy Agreement with Hecate Grid Scafell Storage 1 LLC and authorize the CEO to execute the agreement.

#### BACKGROUND

As San Diego Community Power (SDCP) strives to meet its environmental, financial, and regulatory compliance goals and requirements, long-term contracts of at least 10 years in duration are integral components of its energy supply portfolio. Long-term contracts provide renewable generation facility developers with the certain revenue stream against which they can finance up-front capital requirements, so each long-term contract that SDCP signs with a developing facility will underpin a new, incremental renewable energy project. In addition, long-term contracts lock in renewable energy and capacity supply around which SDCP can build its power supply portfolio with cost certainty around which SDCP can build its power supply portfolio with cost certainty around which SDCP can build its power supply portfolio.

In D.21-06-025, the California Public Utilities Commission (CPUC) required each Load Serving Entity (LSE) in California to make significant long-term purchase commitments for resource adequacy from new, incremental generation and storage facilities that will achieve commercial operation during 2023 through 2026 (referred to herein as "mid-term reliability").

The proposed Resource Adequacy Agreement (RAA) is for the resource adequacy benefits associated with 50 MW/200MWh of lithium-ion battery storage capacity with Hecate Grid Scafell Storage 1 LLC ("Scafell Storage 1 Project" or "Project") owned by Hecate Grid. Hecate Grid originally submitted this Project to SDCP via its rolling Local Request for Information and subsequently commenced bilateral negotiations after considering against projects submitted via SDCP's 2023 Request for Information for projects seeking to apply to the CAISO Transmission Planning Process in 2024. Both parties have come to mutually agreeable terms for an RAA.

#### ANALYSIS AND DISCUSSION

Staff negotiated the attached RAA for the purchase of resource adequacy from 50 MW of battery storage capacity from the Scafell Storage 1 Project a 50MW/200MWh in Ramona, California (San Diego County). Should the Scafell Storage 1 Project receive deliverability in this year's CAISO Transmission Plan Deliverability (TPD) allocation process, initial deliveries are expected to commence by March 1, 2027 (with an incentive for a June 1, 2026 start), providing resource adequacy benefits for a period of ten (10) years to ensure the CPUC's requirements for local area reliability are met and should it commence operations by June 1, 2026, the project will also satisfy the CPUC's requirements for SDCP's 2026 mid-term reliability (MTR) obligations.

The RAA offers a competitive fixed long-term pricing for capacity and contributes to SDCP's local procurement targets. Should the Scafell Storage 1 Project be awarded deliverability in 2024, Hecate anticipated to start construction in Q1 of 2026, providing quality local jobs in SDCP's service territory.

Background on Hecate Grid:

- Hecate Grid currently has 135MW/290MWh of battery storage projects in operation and construction.
- Hecate Grid has approximately 7 GW of BESS projects in development across CAISO, ERCOT, NYISO, PJM and WECC.
- Hecate Grid has in-house capabilities to develop, construct and operate BESS projects throughout their life cycle.

#### Contract Overview

- Product: Resource adequacy benefits from 50 MW of BESS capacity from the Scafell Storage 1 BESS project.
- Project location: Ramona, CA (San Diego County)
- Initial delivery date: March 1, 2027 (Incentive for June 1, 2026 delivery)
- Deliverability: Contingent upon allocation in CAISO's TPD process
- Delivery term: 10 years
- Pricing: Fixed \$/kw-month pricing with no escalation

Community Benefits and Workforce Development:

- Hecate Grid intends to execute a PLA with qualified union labor to construct this project.
- In accordance with the Inflation Reduction Act (IRA) that encourages workforce training and development, Hecate Grid intends to hire trade apprentices to work on this project.
- Hecate Grid takes seriously its commitment to environmental responsibility and sustainability as part of its project development efforts. Hecate will work with community partners and municipal agencies to ensure that the project aligns with community initiatives and environmental regulations.

• The project has committed \$25,000 to a community benefit fund benefitting SDCP customers.

#### **COMMITTEE REVIEW**

The working group supported the staff recommendation to pursue exclusive negotiations.

#### **FISCAL IMPACT**

The competitive capacity pricing of this long-term RA agreement is confidential, but this purchase of RA will provide significant value and cost certainty over the term of this agreement.

#### ATTACHMENTS

Attachment A: Resource Adequacy Agreement with Hecate Grid Scafell Storage 1 LLC (redacted version for commercially sensitive information)

#### **EXECUTION VERSION**

# RESOURCE ADEQUACY AGREEMENT COVER SHEET

## A. Parties

Seller: Hecate Grid Scafell Storage 1 LLC, a Delaware Limited Liability Company

Buyer: San Diego Community Power, a California joint powers authority

### B. Unit Information

Unit Name:	Hecate Grid Scafell Storage 1 LLC
Location:	Ramona, CA, San Diego County
CAISO Resource ID:	[to be provided by Seller prior to start of Delivery Term]
Unit SCID:	[to be provided by Seller prior to start of Delivery Term]
Unit NQC:	50 MW
Unit EFC:	100 MW
Resource Type:	Battery Energy Storage System
Resource Category (1, 2, 3 or 4):	1
FCR Category (1, 2 or 3):	2
Path 26 (North or South):	South
Local Capacity Area (if any, as of Effective Date):	San Diego-IV
Deliverability restrictions, if any, as described in most recent CAISO deliverability assessment:	[to be provided by Seller prior to start of Delivery Term]
Run Hour Restrictions	[to be provided by Seller prior to start of Delivery Term]

#### C. <u>RA Product and Attributes</u>

Throughout the Delivery Term, Seller shall provide Buyer with the Designated RA Capacity having the following attributes:

RAR Attributes

□ RAR Attributes with FCR Attributes

#### **EXECUTION VERSION**

□ LAR Attributes

 $\boxtimes$  LAR Attributes with FCR Attributes

□ FCR Attributes

#### D. Delivery Term

The Delivery Term is ten (10) Contract Years.

#### E. Contract Quantities

The Contract Quantity for each Showing Month of the Delivery Term shall be:

RAR Attributes: Fifty (50) MW NQC

LAR Attributes: Fifty (50) MW

FCR Attributes: One Hundred (100) MW EFC

### F. Contract Price

The Contract Price shall be:

#### G. Seller's Security Amounts

Development Security: multiplied by the Contract Quantity of RAR Attributes set forth in Section E of this Cover Sheet.

Performance Security: multiplied by the Contract Quantity of RAR Attributes set forth in Section E of this Cover Sheet.

#### H. <u>Milestones</u>

Milestone	Date for Completion
Site Control obtained	Complete
Federal and State permits obtained	
Interconnection Agreement executed	
Material Permits obtained	
Construction Start expected	

## **EXECUTION VERSION**

Milestone	Date for Completion
Guaranteed Initial Delivery Date	

# I. Contract Capacity

50 MW MW-AC at four (4) hours of continuous discharge.

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#### PREAMBLE

This Resource Adequacy Agreement ("<u>Agreement</u>") is entered into between Hecate Grid Scafell Storage 1 LLC, a Delaware limited liability company ("<u>Seller</u>") and San Diego Community Power, a California joint powers authority ("<u>Buyer</u>"), each individually a "<u>Party</u>" and together the "<u>Parties</u>," as of January 16, 2024 (the "<u>Effective Date</u>"). 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 Unit; 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 "<u>Affiliate</u>" means, with respect to any person, any other person (other than an individual) that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such person. For this purpose, "control" means the direct or indirect ownership of fifty percent (50%) or more of the outstanding capital stock or other equity interests having ordinary voting power.
- **1.2** "<u>Agreement</u>" has the meaning set forth in the Preamble.
- **1.3** "<u>Alternate Capacity</u>" means any replacement RA Capacity having at least equivalent RAR Attributes, LAR Attributes and/or FCR Attributes as the Product provided by the Unit; *provided*, if any portion of the Contract Quantity that Seller is seeking to replace is Contract Quantity having RAR Attributes and no LAR Attributes, and no such RAR capacity is available (such capacity shall also include FCR Attributes if this is a Flexible RA Product), then Seller may replace such portion of the Contract Quantity with capacity having RAR Attributes and LAR Attributes (as well as FCR Attributes if this is a Flexible RA Product).
- **1.4** "<u>Applicable Laws</u>" means any law, rule, regulation, order, decision, judgment, or other legal or regulatory determination by any Governmental Body having jurisdiction over one or both Parties or this Agreement, including without limitation, the Tariff.
- **1.5** "<u>Approved Maintenance Outage</u>" means Approved Maintenance Outage as defined in Appendix A of the Tariff.
- **1.6** "<u>Availability Incentive Payments</u>" means Availability Incentive Payments as defined in Appendix A of the Tariff.
- **1.7** "<u>Availability Standards</u>" means Availability Standards as defined in Appendix A of the Tariff.

- **1.8** "<u>Bankrupt</u>" means with respect to any entity, such entity (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, or has any such petition filed or commenced against it and such petition filed or commenced against it is not stayed or dismissed within ninety (90) days thereafter, (b) makes an assignment or any general arrangement for the benefit of creditors, (c) otherwise becomes bankrupt or insolvent (however evidenced), (d) 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 (e) is generally unable to pay its debts as they fall due.
- **1.9** "<u>Business Day</u>" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday in California.
- 1.10 "<u>Buyer</u>" has the meaning set forth in the Preamble.
- 1.11 "CAISO" means the California Independent System Operator or its successor.
- **1.12** "<u>CAISO Control Area</u>" means the Control Area (as defined in Appendix A of the Tariff) that is operated by the CAISO.
- 1.13 "CAISO Controlled Grid" has the meaning set forth in Appendix A of the Tariff.
- 1.14 "<u>CAISO Offer Requirements</u>" has the meaning set forth in Article 4.
- 1.15 "<u>Capacity Replacement Price</u>" means (a) the price actually paid for any Replacement Capacity purchased by Buyer pursuant to Section 3.8 hereof, plus costs reasonably incurred by Buyer in purchasing such Replacement Capacity, or (b) absent a purchase of any Replacement Capacity, the market price for such Contract Quantity not provided at the Delivery Point
- **1.16** "<u>CIRA Tool</u>" means the CAISO Customer Interface for Resource Adequacy.
- 1.17 "<u>Claiming Party</u>" has the meaning set forth in Section 3.12.
- **1.18** "<u>Claims</u>" means all third-party claims or actions, threatened or filed and, whether groundless, false, fraudulent or otherwise, that directly or indirectly relate to the subject matter of an indemnity, and the resulting losses, damages, expenses, attorneys' fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.
- **1.19** "<u>Compliance Issue</u>" has the meaning set forth in Section 13.1.
- **1.20** "<u>Compliance Obligation</u>" means the RAR, Local RAR, FCR, and any other resource adequacy or capacity procurement requirements imposed on LSEs by the CPUC pursuant

to the Resource Adequacy Rulings, by the CAISO, by the WECC, or by any other Governmental Body having jurisdiction.

- **1.21** "<u>Confidential Information</u>" has the meaning set forth in Section 11.1(a).
- **1.22** "<u>Construction Start</u>" has the meaning set forth in Section 16.1(a).
- **1.23** "<u>Construction Start Date</u>" has the meaning set forth in Section 16.1(a).
- 1.24 "<u>Contract Capacity</u>" has the meaning set forth in Section I of the Cover Sheet
- 1.25 "<u>Contract Price</u>" has the meaning set forth in Section F of the Cover Sheet.

#### 1.26 <u>"Contract Quantity" means</u>

- **1.27** "<u>Contract Year</u>" means a period of twelve (12) consecutive months. The first Contract Year shall commence on the Initial Delivery Date, and each subsequent Contract Year shall commence on the anniversary of the Initial Delivery Date.
- **1.28** "<u>Costs</u>" 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 a Terminated Transaction; and all reasonable attorneys' fees and expenses incurred by the Non-Defaulting Party in connection with the Terminated Transaction.
- **1.29** "<u>CPUC</u>" means the California Public Utilities Commission or its successor.
- **1.30** "<u>CPUC Decisions</u>" 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, 20-06-031, 20-06-028, 20-12-006 and any other existing or subsequent ruling or decision related to resource adequacy, as may be amended from time to time by the CPUC.
- **1.31** "<u>CPUC Filing Guide</u>" means the annual document issued by the CPUC which sets forth the guidelines, requirements and instructions for LSE's to demonstrate compliance with the CPUC's resource adequacy program.
- **1.32** "<u>Credit Rating</u>" 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.
- **1.33** "<u>Defaulting Party</u>" has the meaning set forth in Section 5.1.

- **1.36** "<u>Delivered RA</u>" means the sum of (a) the RAR Attributes of the Unit able to be shown on Seller's Supply Plan and included in Buyer's Resource Adequacy Plan by both the CPUC and the CAISO for the relevant Showing Month; (b) Held Back Capacity; and (c) the RAR Attributes from one or more Replacement Units provided in accordance with Section 3.6 and able to be shown on Seller's Supply Plan and included in Buyer's Resource Adequacy Plan by both the CPUC and the CAISO for the relevant Showing Month.
- **1.37** "<u>Delivery Term</u>" means the period of Contract Years set forth on the Cover Sheet beginning on the Initial Delivery Date, unless terminated earlier in accordance with the terms and conditions of this Agreement.
- **1.38** "<u>Designated RA Capacity</u>" shall be equal to, with respect to each Showing Month of the Delivery Term, the Contract Quantity of Product for such Showing Month, including the amount of Contract Quantity that Seller has elected to provide as Alternate Capacity from one or more Replacement Units in accordance with Section 3.6.
- **1.39** "Development Cure Period" has the meaning set forth in Section 16.2(c).
- **1.40** "<u>Development Security</u>" means collateral in the form of cash or a Letter of Credit in an amount set forth in Section G of the Cover Sheet.
- **1.41** "<u>Dispute</u>" has the meaning set forth in Section 17.10(a).
- **1.42** "<u>Dispute Notice</u>" has the meaning set forth in Section 17.10(a).
- **1.43** "Early Termination Date" has the meaning set forth in Section 5.2.
- 1.44 "<u>Effective Date</u>" is the date set forth in the Preamble.
- **1.45** "<u>Effective Flexible Capacity</u>" or "<u>EFC</u>" means the capacity of a resource that can be counted towards an LSE's Flexible Capacity Requirements, as identified from time to time by the Tariff, the Resource Adequacy Rulings, LRA, or other Governmental Body having jurisdiction.
- **1.46** "<u>EPC Contract</u>" means the Seller's engineering, procurement and construction contract with the EPC Contractor.
- **1.47** "<u>EPC Contractor</u>" means Seller's engineering, procurement and construction contractor or such Person performing those functions.
- **1.48** "<u>Equitable Defenses</u>" means any bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally, and with regard to equitable remedies, the discretion of the court before which proceedings to obtain same may be pending.

- **1.49** "Event of Default" has the meaning set forth in Section 5.1.
- **1.50** "<u>FCR Attributes</u>" means, with respect to a Resource Adequacy Resource, any and all flexible resource adequacy attributes that can be counted toward an LSE's FCR, as they are identified from time to time by the Resource Adequacy Rulings, the Tariff, an LRA, or other Governmental Body having jurisdiction, exclusive of any LAR Attributes and any RAR Attributes.
- **1.51** "<u>FCR Showings</u>" 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.
- **1.52** "<u>FERC</u>" means the Federal Energy Regulatory Commission or any successor government agency.
- **1.53** "<u>Flexible Capacity Category</u>" has the meaning set forth in the Resource Adequacy Resource.
- **1.54** "<u>Flexible Capacity Requirements</u>" or "<u>FCR</u>" means the flexible capacity requirements established for LSEs by the CPUC pursuant to the Resource Adequacy Rulings, or by an LRA or other Governmental Body having jurisdiction.
- **1.55** "<u>Flexible RA Product</u>" means that the Product includes FCR Attributes, if applicable, as specified in Sections C and E of the Cover Sheet.
- **1.56** "<u>Force Majeure</u>" means an event or circumstance which prevents one Party from performing its obligations under the Agreement, which event or circumstance was not anticipated as of the Effective Date, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided.

Force Majeure shall not be based on (i) the loss of Buyer's markets; (ii) Buyer's inability economically to use or resell the Product purchased hereunder; (iii) the loss or failure of Seller's supply (except to the extent due to a Force Majeure); or (iv) Seller's ability to sell the Product at a price greater than the Contract Price.

- **1.57** "<u>Full Capacity Deliverability Status</u>" or "<u>FCDS</u>" has the meaning set forth in Appendix A of the Tariff.
- **1.58** "<u>Gains</u>" 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 a Terminated Transaction, determined in a commercially reasonable manner.

- **1.59** "<u>Governmental Approvals</u>" means all authorizations, consents, approvals, waivers, exceptions, variances, filings, permits, orders, licenses, exemptions, notices to and declarations of or with any Governmental Body and shall include those siting and operating permits and licenses, and any of the foregoing under any applicable environmental law, that are required for the use and operation of the Unit.
- 1.60 "<u>Governmental Body</u>" means (a) any federal, state, local, municipal or other government;
  (b) any governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; (c) any court or governmental tribunal, but in all cases set forth in subsections (a) through (c) excludes both Parties; and (d) CAISO.
- **1.61** "<u>Governmental Charges</u>" has the meaning set forth in Section 8.2.
- **1.62** "<u>Guaranteed Initial Delivery Date</u>" is the date set forth in Section H of the Cover Sheet, subject to extension pursuant to Section 16.2(b) or Section 16.2(c).
- **1.63** "<u>Held Back Capacity</u>" has the meaning set forth in Section 3.7(a).
- 1.64 "IDD Delay Damages" means
- **1.65** "<u>Initial Delivery</u>" has the meaning set forth in Section 16.2(a).
- **1.66** "<u>Initial Delivery Date</u>" means the date on which Initial Delivery is achieved.
- **1.67** "<u>Interconnection Agreement</u>" means the interconnection agreement entered into by Seller pursuant to which the Unit and Seller's Interconnection Facilities will be interconnected with the Transmission System during the Delivery Term.
- **1.68** "<u>Interconnection Facilities</u>" means the interconnection facilities, control and protective devices and metering facilities required to connect the Unit with the Transmission System in accordance with the Interconnection Agreement.
- **1.69** "<u>Interest Rate</u>" means, for any date, the lesser of (a) the per annum rate of interest equal to the prime lending rate as may from time to time be published in *The Wall Street Journal* under "Money Rates" on such day (or if not published on such day on the most recent preceding day on which published), plus two percent (2%) and (b) the maximum rate permitted by applicable law.
- **1.70** "<u>Investment Grade</u>" means a Credit Rating of at least "BBB-" from S&P and/or "Baa3" from Moody's (or, if such entities cease to provide Credit Ratings, from another comparable rating agency that is reasonably acceptable to the Parties).
- **1.71** "Joint Powers Act" means the Joint Exercise of Powers Act of the State of California (Government Code Section 6500 et seq.).

- **1.72** "Joint Powers Agreement" means that certain Joint Powers Agreement dated October 1, 2019, as amended from time to time, under which Buyer is organized as a Joint Powers Authority in accordance with the Joint Powers Act.
- **1.73** "<u>LAR</u>" 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 by another LRA having jurisdiction over the LSE, 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.
- 1.74 "<u>LAR Attributes</u>" means, with respect to a Unit, any and all resource adequacy attributes (or other locational attributes related to system reliability), as they are identified from time to time by the Resource Adequacy Rulings, CAISO, LRA, or other Governmental Body 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, 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. For clarity, it should be understood that if the CAISO, LRA, or other Governmental Body, defines new or re-defines existing local areas, then such change will not result in a change in payments made pursuant to this Agreement.
- 1.75 "<u>LAR Showings</u>" 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 and the Tariff, or to an LRA having jurisdiction over the LSE.
- 1.76 "<u>Letter(s) of Credit</u>" 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 as set forth in Exhibit A or as otherwise acceptable to Buyer.
- **1.77** "<u>Losses</u>" 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 a Terminated Transaction, determined in a commercially reasonable manner.
- **1.78** "<u>LRA</u>" has the meaning set forth in Appendix A of the Tariff.
- **1.79** "<u>LSE</u>" means load-serving entity. LSEs may be an investor-owned utility, an electric service provider, a community aggregator or community choice aggregator, or a municipality serving load in the CAISO Control Area (excluding exports).
- **1.81** "<u>Milestones</u>" has the meaning set forth in Section H of the Cover Sheet.
- **1.82** "<u>Monthly RA Capacity Payment</u>" has the meaning specified in Section 3.10 hereof.

- 1.83 "<u>Moody's</u>" means Moody's Investor Services, Inc. or its successor.
- **1.84** "<u>NERC</u>" means the North American Electric Reliability Corporation, or its successor.
- **1.85** "<u>Net Qualifying Capacity</u>" or "<u>NQC</u>" has the meaning set forth in the Tariff.
- 1.86 "<u>Non-Availability Charges</u>" has the meaning set forth in Appendix A of the Tariff.
- **1.87** "<u>Non-Defaulting Party</u>" has the meaning set forth in Section 5.2.
- **1.88** "<u>Notification Deadline</u>" has the meaning set forth in Section 3.6.
- **1.89** "<u>Notifying Party</u>" has the meaning set forth in Section 17.10(a).
- **1.90** "<u>Outage</u>" means any CAISO approved disconnection, separation, or reduction in the capacity of any Unit that relieves all or part of the obligations of the Unit under the CAISO Offer Requirements consistent with the Tariff. For the avoidance of doubt, Outage shall be deemed to include Planned Outage.
- **1.91** "<u>Participating Transmission Owner</u>" means an entity that (a) owns, operates and maintains transmission lines and associated facilities and/or has entitlements to use certain transmission lines and associated facilities and (b) has transferred to the CAISO operational control of such facilities and/or entitlements to be made part of the CAISO Grid. The Participating Transmission Owner for purposes of this Agreement is San Diego Gas & Electric.
- **1.92** "<u>Performance Security</u>" means collateral in the form of cash or a Letter of Credit in an amount set forth in Section G of the Cover Sheet.
- **1.93** "<u>Planned Outage</u>" means, subject to and as further described in the Tariff, a CAISOapproved planned or scheduled disconnection, separation or reduction in capacity of the Unit that is conducted for the purposes of carrying out routine repair or maintenance of such Unit, or for the purposes of new construction work for such Unit.
- **1.94** "<u>Product</u>" has the meaning set forth in Section 3.1.
- **1.95** "<u>Progress Report</u>" means a report substantially in the form set forth in Exhibit F, the requirements for which are further set forth in Section 16.1(b).
- **1.96** "<u>Prudent Operating Practice</u>" 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 power 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 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 includes 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.

**1.97** "<u>RA Capacity</u>" means the qualifying and deliverable capacity of a resource for RAR, LAR, and FCR purposes, as applicable, for the Delivery Term, as determined by the CPUC, CAISO, or other Governmental Body authorized to make such determination under Applicable Laws, including the Resource Adequacy Rulings. RA Capacity encompasses the applicable RAR Attributes, LAR Attributes and FCR Attributes of the capacity provided by a resource.



- **1.101** "<u>RAR</u>" means the resource adequacy requirements, exclusive of LAR and FCR, established for LSEs by the CPUC pursuant to the Resource Adequacy Rulings, or by an LRA or other Governmental Body having jurisdiction.
- **1.102** "<u>RAR Attributes</u>" means, with respect to a Resource Adequacy Resource, any and all resource adequacy attributes, as they are identified from time to time by the Tariff, Resource Adequacy Rulings, LRA, or any Governmental Body having jurisdiction that can be counted toward RAR, exclusive of any LAR Attributes and FCR Attributes.
- **1.103** "<u>RAR Showings</u>" 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.
- **1.104** "<u>Recipient Party</u>" has the meaning set forth in Section 17.10(a).
- 1.105 "<u>Regulatory Event</u>" has the meaning set forth in Section 17.7.
- 1.106 "<u>Replacement Capacity</u>" has the meaning specified in Section 3.8 hereof.
- **1.107** "<u>Replacement Unit</u>" means a unit meeting the requirements specified in Section 3.6 hereof that is located within the CAISO Control Area and that is capable of providing Alternate Capacity. A Replacement Unit may not be a coal-fired or nuclear generating resource. A Replacement Unit must be a specific resource that is connected directly to the CAISO

controlled grid and be under the operational control of CAISO. A Replacement Unit may not be an unspecified import.

- 1.109 "<u>Residual Unit Commitment</u>" has the meaning set forth in Appendix A of the Tariff.
- 1.110 "<u>Resold Product</u>" has the meaning set forth in Article 12.
- 1.111 "<u>Resource Adequacy Plan</u>" has the meaning specified in Appendix A of the Tariff.
- 1.112 "Resource Adequacy Resource" has the meaning set forth in Appendix A of the Tariff.
- 1.113 "<u>Resource Adequacy Rulings</u>" 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 Law, however described, as such decisions, rulings, Laws, rules or regulations may be amended or modified from time-to-time throughout the Delivery Term.
- **1.114** "<u>Resource Category</u>" shall be as described in the CPUC Filing Guide, as such may be modified, amended, supplemented or updated from time to time.
- 1.115 "<u>RMR Contracts</u>" has the meaning set forth in Appendix A of the Tariff.
- **1.116** "<u>S&P</u>" means the Standard & Poor's Rating Group (a division of McGraw-Hill, Inc.) or its successor.
- **1.117** "<u>Schedule</u>" or "<u>Scheduling</u>" means the actions of Seller, Buyer and/or their designated representatives, including each Party's Transmission Providers, if applicable, of notifying, requesting and confirming to each other the quantity and type of Product to be delivered on any given day or days during the Delivery Term at a specified Delivery Point.
- 1.118 "Scheduling Coordinator" has the meaning set forth in Appendix A of the Tariff.
- **1.119** "Security Interest" has the meaning set forth in Section 14.3(a).
- 1.120 "<u>Seller</u>" has the meaning set forth in the Preamble.
- **1.121** "<u>Settlement Amount</u>" means, with respect to the Non-Defaulting Party, the aggregate Losses or Gains, and Costs, expressed in U.S. Dollars, which such party incurs as a result of a Terminated Transaction pursuant to Section 5.2.
- **1.122** "<u>Showing Month</u>" shall be the calendar month during the Delivery Term that is the subject of the RAR Showing, LAR Showing, and/or FCR Showing, as applicable, as set forth in

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

- 1.123 "Site" means the real property on which the Unit is located as identified in Appendix D.
- 1.124 "<u>Site Control</u>" means that, for the 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.
- **1.125** "<u>Substitution Rules</u>" means the resource adequacy substitution rules set forth in the CAISO Business Practice Manual for Reliability Requirements, as the same may be amended from time to time.
- **1.126** "<u>Supply Plan</u>" means the supply plans, or similar or successor filings, that each Scheduling Coordinator representing the RA Capacity submits to the CAISO, LRA, or other Governmental Body, pursuant to Applicable Laws, in order for that RA Capacity to count, as applicable, for RAR Attributes, LAR Attributes, and/or FCR Attributes.
- **1.127** "<u>Tariff</u>" means the CAISO Operating Agreement and Tariff, Business Practice Manuals (BPMs) and Operating Procedures (as such term is defined in Appendix A to the Tariff), including associated rules, procedures and standards attached thereto, as the same may be amended or modified from time-to-time and approved by FERC; *provided*, if there is a conflict between the BPMs, Operating Agreement or the Operating Procedures, on one hand, and the Tariff, on the other hand, the Tariff will control.
- 1.128 "Term" has the meaning set forth in Section 2.1.
- **1.129** "<u>Terminated Transaction</u>" has the meaning set forth in Section 5.2.
- **1.130** "<u>Termination Payment</u>" has the meaning set forth in Section 5.3.
- 1.132 "Transmission Provider" means the CAISO.
- **1.133** "<u>Transmission System</u>" means the transmission facilities operated by the CAISO, which provide energy transmission service within the CAISO grid from the Delivery Point.
- 1.134 "<u>Unit</u>" shall mean the storage asset described in Section B of the Cover Sheet and Exhibit D hereof and any Replacement Units, from which Product is provided by Seller to Buyer. A Unit may not include a coal-fired or nuclear generating resource.
- 1.135 "<u>Work</u>" means (a) work or operations performed by a Party or on a Party's behalf; and (b) materials, parts or equipment furnished in connection with such work or operations; including (i) warranties or representations made at any time with respect to the fitness,

quality, durability, performance or use of "a Party's work"; and (ii) the providing of or failure to provide warnings or instructions.

### **ARTICLE 2: TERM; DELIVERY TERM; CONDITIONS PRECEDENT**

#### 2.1 Term.

The term of this Agreement shall commence upon the Effective Date and shall continue until the expiration of the Delivery Term, provided that this Agreement shall thereafter remain in effect until the Parties have fulfilled all obligations arising under this Agreement, including any compensation for the Product, Termination Payment, then-owing indemnification payments or other damages, are paid in full (whether directly or indirectly, such as through set-off or netting) and the Development Security or Performance Security, as applicable, is released and/or returned (the "Term"). Upon Seller's request, Buyer will promptly confirm in writing the Initial Delivery Date following Seller's completion of all conditions precedent hereto. All provisions relating to invoicing, payment, delivery, settlement of other liabilities incurred pursuant to this Agreement and dispute resolution survive for the period necessary to effectuate the rights of the Party benefited by such provision except as otherwise specified herein. Notwithstanding anything to the contrary in this Agreement, (i) all rights under Sections 17.2 (Indemnities) and any other indemnity rights survive the end of the Delivery Term for an additional twelve (12) months; (ii) all rights and obligations under Article 11 (Confidentiality) survive the end of the Delivery Term for an additional two (2) years; (iii) all rights and obligations under Section 16.2(f) (Limitation on Seller's Ability to Make or Agree to Third-Party Sales from the Unit after Early Termination Date ) and 16.2(g) (Right of First Offer) survive early termination of this Agreement for an additional two (2) years; and (iv) all provisions relating to limitations of liability survive without limit.

#### 2.2 Conditions Precedent to Initial Delivery Date.

Seller shall provide notice of expected Initial Delivery Date to Buyer no less than sixty (60) days in advance of such date. The Delivery Term shall not commence until Seller completes each of the following conditions:

(a) Seller shall have secured all CAISO and Governmental Approvals as are necessary for the safe and lawful operation and maintenance of the Unit and to enable Seller to deliver the Product to Buyer, that are capable of being satisfied as of the Initial Delivery Date.

(b) Seller shall have provided to Buyer a certification of Seller and a licensed professional engineer, substantially in the form attached hereto as Exhibit C, demonstrating that the Initial Delivery Date has occurred.

(c) Seller shall have provided Performance Security to Buyer as required by Section 14.2.

(d) As of the Initial Delivery Date, no Event of Default on the part of Seller shall have occurred and be continuing.

(e) Seller shall have provided Buyer with a copy of written notice from CAISO that the Unit has achieved Full Capacity Deliverability Status.

(f) In accordance with Section 3.7(a), Seller shall have (i) submitted, or caused the Unit's Scheduling Coordinator to submit, a notice to Buyer including Seller's proposed Supply Plan for the first Showing Month of the Delivery Term and (ii) submitted, or caused the Unit's SC to submit, a Supply Plan to CAISO for the first Showing Month of the Delivery Term.

(g) Seller shall have delivered to Buyer all insurance documents required under Article 15.

(h) As of the Initial Delivery Date, Seller shall have paid Buyer for all amounts owing under this Agreement, if any.

## ARTICLE 3: TRANSACTION, DELIVERY AND PAYMENT

### 3.1 Resource Adequacy Capacity Product.

During the Delivery Term, Seller shall provide Buyer with RA Capacity from the Unit in the amount of the Contract Quantity of (i) RAR Attributes and, if applicable, LAR Attributes, and (ii) FCR Attributes, if Flexible RA Product is specified in Sections C and E of the Cover Sheet to this Agreement with respect to each Showing Month (the "<u>Product</u>").

If the Unit is not available to provide the full amount of the applicable Contract Quantity with respect to an applicable Showing Month for any reason other than Force Majeure, then, Seller shall provide Buyer with the Contract Quantity from one or more Replacement Units pursuant to Section 3.6 hereof. If Seller fails to provide Buyer with the Contract Quantity then Seller shall be liable for damages and/or be required to indemnify Buyer for costs, penalties or fines pursuant to the terms of Sections 3.8 and 3.9 hereof.

Notwithstanding anything to the contrary herein, no energy or ancillary services associated with the Unit 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 by this Agreement. Seller retains the right to sell, pursuant to the Tariff, any RA Capacity that is in excess of the Unit's Contract Quantity and any RAR Attributes, LAR Attributes, or FCR Attributes not otherwise transferred, conveyed, or sold to Buyer under this Agreement.

### 3.2 Seller's and Buyer's Obligations.

Seller shall sell and deliver, or cause to be delivered, and Buyer shall purchase and receive, or cause to be received, the Contract Quantity of the Product as set forth in Section 3.7.

- 3.3 [Reserved].
- 3.4 [Reserved].

### 3.5 Planned Outages.

Seller shall schedule all Planned Outages to qualify for an Approved Maintenance Outage. Seller shall reimburse Buyer for any cost Buyer incurs to provide RA Substitute Capacity, if required by the CAISO for any Planned Outages (including the cost of procuring RA Substitute Capacity for

a full calendar month during any month in which a Planned Outage is planned or scheduled), subject to Seller's right to re-schedule any Planned Outage to avoid a CAISO requirement to provide RA Substitute Capacity.

Notwithstanding anything in this Agreement to the contrary, no Planned Outages of the Unit shall be scheduled or planned from each June 1 through October 31 during the Delivery Term

### **3.6** Alternate Capacity and Replacement Units.

(a) The "<u>Notification Deadline</u>" for a given Showing Month shall be fifteen (15) Business Days before the earlier of the relevant deadlines for (a) the corresponding CPUC RAR Showings, LAR Showings and/or FCR Showings, as applicable for that Showing Month, or (b) submission of the CAISO Supply Plan filings applicable to that Showing Month.

(b) If Seller is unable to provide the full Contract Quantity for any Showing Month for any reason, or if Seller desires to provide the Contract Quantity for any Showing Month from a Replacement Unit, then Seller may, at no additional cost to Buyer, provide Buyer with Alternate Capacity from one or more Replacement Units, with the total amount of Product provided to Buyer from the Unit and any Replacement Unit(s) up to an amount equal to the Contract Quantity for the applicable Showing Month; *provided*, in each case, Seller shall notify Buyer of the amount of Product that Seller will not be able to deliver from the Unit and the portion of the Contract Quantity for which Seller intends to provide Buyer with Alternate Capacity from identified Replacement Unit(s) no later than the Notification Deadline.

#### **3.7** Delivery of Product.

Seller shall provide Buyer with the Designated RA Capacity of Product for each Showing Month consistent with the following:

(a) No later than the Notification Deadline corresponding to each Showing Month of the Delivery Term, Seller shall 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 Delivered RA identified and confirmed for such Showing Month equals the Contract Quantity, unless specifically requested not to do so by the Buyer. The amount of Contract Quantity that Buyer requests to be held back from Seller's Supply Plan shall be "<u>Held Back Capacity</u>", and such Held Back Capacity shall be deemed to be Delivered RA so long as such Held Back Capacity is available for Buyer's use under the Substitution Rules in accordance with Section 3.7(c).

(b) The Designated RA Capacity is delivered and received when the CIRA Tool shows that the Supply Plan has been submitted in compliance with Buyer's instructions, including Buyer's instructions to withhold all or part of the Designated RA Capacity from Seller's Supply Plan for any Showing Month during the Delivery Term. If CAISO rejects either the Supply Plan or Buyer's Resource Adequacy Plan with respect to any part of the Designated RA Capacity in any Showing Month, the Parties will confer, make such corrections as are necessary for acceptance, and resubmit the corrected Supply Plan or Resource Adequacy Plan for validation before the applicable Notification Deadline for the relevant Showing Month.

(c) Consistent with the Substitution Rules, take all action, or cause each Unit's Scheduling Coordinator to take all action, to allow Buyer or a subsequent purchaser under Article 12 to utilize the Contract Quantity during each Showing Month under the Substitution Rules, including, but not limited to, ensuring that the Designated RA Capacity being provided in the pertinent Showing Month will qualify for substitution under the Substitution Rules and providing Buyer or subsequent purchaser under Article 12 with all information needed to utilize the Substitution Rules.

### **3.8 Damages for Failure to Provide Contract Quantity.**

To the extent the Delivered RA is less than the applicable Contract Quantity of Product for any Showing Month (the "<u>RA Shortfall Amount</u>"), and such failure is not excused under the terms of this Agreement, then the following shall apply:

(a) Buyer may, but shall not be required to, replace any portion of the RA Shortfall Amount with capacity having equivalent RAR Attributes, LAR Attributes and/or FCR Attributes as the Contract Quantity not provided by Seller; *provided*, if any portion of the Contract Quantity that Buyer is seeking to replace is Contract Quantity having RAR Attributes and no LAR Attributes, and no such RAR capacity is available (such capacity shall also include FCR Attributes if this is a Flexible RA Product), then Buyer may replace such portion of the Contract Quantity with capacity having RAR Attributes and LAR Attributes (as well as FCR Attributes if this is a Flexible RA Product) ("<u>Replacement Capacity</u>"), in either case, by entering into purchase transactions with one or more third parties, including, without limitation, third parties who have purchased capacity from Buyer, so long as such transactions are done at prevailing market prices. Buyer shall use commercially reasonable efforts to minimize damages when procuring any Replacement Capacity.

(b) Seller shall pay to Buyer, on the date payment would otherwise be due in respect of the Showing Month for which the failure occurred, an amount equal to the positive difference, if any, between (A) the product of the Capacity Replacement Price times the RA Shortfall Amount and (B) the product of the Contract Price times the RA Shortfall Amount. If Seller fails to pay these damages, then Buyer may offset those damages owed it against any future amounts it may owe to Seller pursuant to Article 6 of this Agreement.

#### 3.9 Damages and Indemnities for Failure to Deliver Contract Quantity.

Seller agrees to indemnify, defend and hold harmless Buyer from any Tier 1 System RA Penalties resulting from any of the following:

(a) Seller's failure to provide any portion of the applicable Contract Quantity for the respective Showing Month for the Delivery Term, unless such failure is excused under the terms of this Agreement; or

(b) A Unit Scheduling Coordinator's failure to submit accurate Supply Plans that identify Buyer's right, or a subsequent purchaser's right, to the applicable Contract Quantity for the respective Showing Month of the Delivery Term, unless such failure is excused under the terms of this Agreement.

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 costs, 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.

### 3.10 Monthly RA Capacity Payment.

Buyer shall make a Monthly RA Capacity Payment to Seller for the Unit, in arrears, after the applicable Showing Month. The Parties agree that all invoices under this Agreement shall be due and payable on the twentieth (20th) day of the month after the Showing Month; *provided*, if such day is not a Business Day, then such invoice will be due and payable on the next Business Day. The Unit's "<u>Monthly RA Capacity Payment</u>" shall be equal to the product of (i) the applicable Contract Price for that Showing Month, (ii) the Delivered RA for the Showing Month and (iii) 1,000. The final product of this Monthly RA Capacity Payment calculation shall be rounded to the nearest penny (i.e., two decimal places).

#### 3.11 Allocation of Other Payments and Costs.

(a) Seller may retain any revenues it may receive from, and shall pay all costs charged by, the CAISO or any other third party with respect to any Unit for (i) start-up, shut-down, and minimum load costs, (ii) capacity revenue for ancillary services, (iii) energy sales, (iv) any revenues for black start or reactive power services, or (v) the sale of the unit-contingent call rights on the storage capacity of the Unit to provide energy to a third party, so long as such rights do not confer on such third party the right to claim any portion of the RA Capacity sold hereunder in order to make an RAR Showing, LAR Showing, FCR Showing, or any similar capacity or resource adequacy showing with the CAISO or CPUC.

(b) Buyer shall be entitled to receive and retain all revenues associated with the Contract Quantity of Product during the Delivery Term (including any capacity or availability revenues from RMR Contracts for any Unit, and Residual Unit Commitment capacity payments, but excluding payments described in Section 3.11(a) above).

(c) In accordance with Section 3.10 of this Agreement:

(i) all such Buyer revenues described in Section 3.11(b) received by Seller, or a Unit's Scheduling Coordinator, owner, or operator shall be remitted to Buyer, and Seller

shall pay such revenues to Buyer if the Unit's Scheduling Coordinator, owner, or operator fails to remit those revenues to Buyer (and upon any such payment by Seller, Seller shall be subrogated to all rights of Buyer against such Unit's Scheduling Coordinator, owner, or operator for the amount of such revenues paid). If Seller fails to pay such revenues to Buyer, Buyer may offset any amounts owing to it for such revenues against any future amounts it may owe to Seller under this Agreement.

(ii) all such Seller, or a Unit's Scheduling Coordinator, owner, or operator revenues described in Section 3.11(a)(i)-(v), but received by Buyer shall be remitted to Seller, and Buyer shall pay such revenues to Seller if the Unit's Scheduling Coordinator, owner, or operator fails to remit those revenues to Seller (and upon any such payment by Buyer, Buyer shall be subrogated to all rights of Seller against such Unit's Scheduling Coordinator, owner, or operator for the amount of such revenues paid). If Buyer fails to pay such revenues to Seller, Seller may offset any amounts owing to it for such revenues against any future amounts it may owe to Buyer under this Agreement.

(d) If a centralized capacity market develops within the CAISO or WECC region, Buyer will have exclusive rights to offer, bid, or otherwise submit Designated RA Capacity provided to Buyer pursuant to this Agreement for re-sale in such market, and retain and receive any and all related revenues. Buyer shall be responsible for any material, incremental costs of offering, bidding, submitting, or re-selling Designated RA Capacity in such centralized capacity market.

(e) Buyer acknowledges and agrees that all Availability Incentive Payments are for the benefit of Seller and for Seller's account, and that Seller shall receive, retain, or be entitled to receive all credits, payments, and revenues, if any, resulting from Seller achieving or exceeding Availability Standards. The Parties acknowledge and agree that any Non-Availability Charges are the responsibility of Seller, and for Seller's account and Seller shall be responsible for all fees, charges, or penalties, if any, resulting from Seller failing to achieve Availability Standards.

# 3.12 Force Majeure.

To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement and such Party (the "<u>Claiming Party</u>") gives notice and details of the Force Majeure to the other Party as soon as practicable, then, unless the terms of the Product specify otherwise, the Claiming Party shall be excused from the performance of its obligations with respect to this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall resume performance of its obligations under this Agreement as soon as reasonably practicable. The non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure.

## **ARTICLE 4: CAISO OFFER REQUIREMENTS**

During the Delivery Term, except to the extent the Unit is in an Outage, or is affected by an event of Force Majeure that results in a partial or full Outage of the Unit, Seller shall either schedule or cause the Unit's Scheduling Coordinator to schedule with, or make available to, the CAISO the Unit's Designated RA Capacity in compliance with the Tariff, including compliance with Minimum State of Charge, Day-Ahead Availability, Real-Time Availability, Must Offer Obligation, and Default Energy Bid requirements established in Article 40 of the Tariff and Seller shall perform all, or cause the Unit's Scheduling Coordinator, owner, or operator, as applicable, to perform all obligations under the Tariff that are associated with the sale of Product hereunder. (the "<u>CAISO Offer Requirements</u>"). Buyer shall have no liability for the failure of Seller or the failure of any Unit's Scheduling Coordinator, owner, or operator to comply with such Tariff provisions, including any penalties or fines imposed on Seller or the Unit's Scheduling Coordinator, owner, or operator for such noncompliance.

## **ARTICLE 5: EVENTS OF DEFAULT; REMEDIES**

#### 5.1 Events of Default.

An "<u>Event of Default</u>" shall mean, with respect to a Party (a "<u>Defaulting Party</u>"), the occurrence of any of the following:

(a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within ten (10) Business Days after written notice;

(b) Seller's failure to achieve Initial Delivery on or before the Guaranteed Initial Delivery Date, as may be extended pursuant to Section 16.2(b) or Section 16.2(c);

(c) 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 Party does not fully mitigate the adverse consequences as reasonably determined by the other Party of such incorrect representation or warranty to the other Party within thirty (30) days after written notice thereof;

(d) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default, and except for such Party's obligations to deliver or receive the Product, the exclusive remedy for which is provided in Section 3.8 and 3.9) if such failure is not remedied within thirty (30) Business Days after written notice;

(e) Seller sells, assigns, or otherwise transfers, or commits to sell, assign, or otherwise transfer, the Product, or any portion thereof, during the Term to any party other than Buyer except as expressly permitted under this Agreement;

(f) such Party becomes Bankrupt;

(g) such Party assigns this Agreement or any of its rights hereunder other than in compliance with Section 17.3, if applicable;

(h) the failure of such Party to satisfy the creditworthiness/collateral requirements agreed to pursuant to Article 14 hereof if such failure is not remedied within ten (10) Business Days after written notice;

(i) 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; or

(j) 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:

(i) 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;

(ii) the issuer of such Letter of Credit becomes Bankrupt;

(iii) 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;

(iv) the issuer of the outstanding Letter of Credit shall fail to honor a properly documented request to draw on such Letter of Credit;

(v) 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;

(vi) such Letter of Credit fails or ceases to be in full force and effect at any time;

(vii) 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.

# 5.2 Declaration of an Early Termination Date and Calculation of Settlement Amounts.

or

If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the other Party (the "<u>Non-Defaulting Party</u>") shall have the right to (i) designate a day, no earlier than the day such notice is effective and no later than twenty (20) days after such notice is effective, as an early termination date ("<u>Early Termination Date</u>") to accelerate all amounts owing between the Parties and to liquidate and terminate this Agreement (referred to herein as a "<u>Terminated Transaction</u>") between the Parties, (ii) withhold any payments due to the Defaulting Party under this Agreement; and (iii) suspend performance. If the Early Termination Date occurs before the Initial Delivery Date and Seller if the Defaulting Party, then Buyer shall have the right to retain the full amount of then-posted Development Security, if any, as liquidated damages, as its sole remedy. If the Early Termination Date occurs after the Initial Delivery Date, then as soon as reasonably practicable, the Non-Defaulting Party shall calculate, in a commercially reasonable manner, a Settlement Amount for such Terminated Transaction as of the Early Termination Date (or, to the extent that in the reasonable opinion of the Non-Defaulting Party certain of such

Terminated Transaction are commercially impracticable to liquidate and terminate or may not be liquidated and terminated under applicable law on the Early Termination Date, as soon thereafter as is reasonably practicable). The Gains and Losses for a Terminated Transaction shall be determined by calculating the amount that would be incurred or realized to replace or to provide the economic equivalent of the remaining payments or deliveries in respect of the Terminated Transaction. The Non-Defaulting Party (or its agent) may determine its Gains and Losses by reference to information either available to it internally or supplied by one or more third parties 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. Third parties supplying such information may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors and other sources of market information. 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).

# 5.3 Net Out of Settlement Amounts.

The Non-Defaulting Party shall net out (a) any Settlement Amount that is due to the Non-Defaulting Party, plus (b) any or all other amounts due to the Non-Defaulting Party under this Agreement against (c) all amounts that are due to the Defaulting Party, and (d) at the option of the Non-Defaulting Party, any cash or other form of security then available to the Non-Defaulting Party pursuant to Article 14, so that all such amounts shall be netted out to a single liquidated amount (the "Termination Payment") payable by one Party to the other. The Termination Payment shall be due to or due from the Non-Defaulting Party as appropriate.

# 5.4 Notice of Payment of Termination Payment.

As soon as practicable after a liquidation, 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 due from the Non-Defaulting Party. The notice shall include a written statement explaining in reasonable detail the calculation of such amount. The Termination Payment shall be made by the Party that owes it within ten (10) days after such notice is effective.

# 5.5 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 ten (10) days of receipt of 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.

# 5.6 Closeout Setoffs.

After calculation of a Termination Payment in accordance with Section 5.3, if the Defaulting Party would be owed the Termination Payment, the Non-Defaulting Party shall be entitled, at its option and in its discretion, to (i) set off against such Termination Payment any amounts due and owing by the Defaulting Party to the Non-Defaulting Party under any other agreements, instruments or undertakings between the Defaulting Party and the Non-Defaulting Party and/or (ii) to the extent the Agreement is not yet liquidated in accordance with Section 5.2, withhold payment of the

Termination Payment to the Defaulting Party. The remedy provided for in this Section 5.6 shall be without prejudice and in addition to any right of setoff, combination of accounts, lien or other right to which any Party is at any time otherwise entitled (whether by operation of law, contract or otherwise).

# **ARTICLE 6: PAYMENT AND NETTING**

## 6.1 Billing Period.

The calendar month shall be the standard period for all payments under this Agreement (other than Termination Payments). As soon as practicable after the end of each month, each Party will render to the other Party an invoice for the payment obligations, if any, incurred hereunder during the preceding month.

## 6.2 Timeliness of Payment.

Unless otherwise agreed by the Parties, all invoices under this Agreement shall be due and payable in accordance with each Party's invoice instructions on or before the later of the twentieth (20th) day of each month, or tenth (10th) day after receipt of the invoice or, if such day is not a Business Day, then on the next Business Day. Each Party will make payments by electronic funds transfer, or by other mutually agreeable method(s), to the account designated by the other Party. Any amounts not paid by the due date will be deemed delinquent and will accrue interest at the Interest Rate, such interest to be calculated from and including the due date to but excluding the date the delinquent amount is paid in full.

# 6.3 Disputes and Adjustments of Invoices.

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, with notice of the objection given to the other Party. 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 due date to but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments, with interest accrued at the Interest Rate from and including the date of such overpayment to but excluding the date repaid or deducted by the Party receiving such overpayment. Any dispute with respect to an invoice is waived unless the other Party is notified in accordance with this Section 6.3 within twelve (12) months after the invoice is rendered or any specific adjustment to the invoice is made. 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.

# 6.4 Netting of Payments.

The Parties hereby agree that they shall discharge mutual debts and payment obligations due and owing to each other under this Agreement 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, including any related damages calculated pursuant to Sections 3.8 or 3.9, 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.

#### 6.5 Payment Obligation Absent Netting.

If no mutual debts or payment obligations exist and only one Party owes a debt or obligation to the other during the monthly billing period, including, but not limited to, any related damage amounts calculated pursuant to Sections 3.8 or 3.9, interest, and payments or credits, that Party shall pay such sum in full when due.

#### **ARTICLE 7: LIMITATIONS**

#### 7.1 Limitation of Remedies, Liability and Damages.

EXCEPT AS 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. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS 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 ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY HEREIN PROVIDED, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. 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. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

#### **ARTICLE 8: GOVERNMENTAL CHARGES**

## 8.1 Cooperation.

Each Party shall use reasonable efforts to implement the provisions of and to administer this Agreement in accordance with the intent of the parties to minimize all taxes, so long as neither Party is materially adversely affected by such efforts.

## 8.2 Governmental Charges.

Seller shall pay or cause to be paid all taxes imposed by any government authority ("<u>Governmental Charges</u>") on or with respect to the Product or a transaction arising prior to the Delivery Point. Buyer shall pay or cause to be paid all Governmental Charges on or with respect to the Product or a transaction at and from the Delivery Point (other than ad valorem, franchise or income taxes which are related to the sale of the Product and are, therefore, the responsibility of the Seller). In the event Seller is required by law or regulation to remit or pay Governmental Charges which are Buyer's responsibility hereunder, Buyer shall promptly reimburse Seller for such Governmental Charges which are Seller's responsibility hereunder, Buyer may deduct the amount of any such Governmental Charges from the sums due to Seller under Article 6 of this Agreement. Nothing shall obligate or cause a Party to pay or be liable to pay any Governmental Charges for which it is exempt under the law.

# **ARTICLE 9: [RESERVED]**

# **ARTICLE 10: REPRESENTATIONS; WARRANTIES; COVENANTS**

## 10.1 Mutual Representations and Warranties.

On the Effective Date, each Party represents and warrants to the other Party that:

(a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

(b) it has all regulatory authorizations necessary for it to legally perform its obligations under this Agreement, except all permits necessary to construct, operate and maintain the Unit and sell the Product therefrom in the case of Seller;

(c) the execution, delivery and performance of this Agreement are within its powers, have been duly authorized by all necessary action and do not violate any of the terms and

conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it;

(d) this Agreement and each other document executed and delivered in accordance with this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; subject to any Equitable Defenses.

(e) it is not Bankrupt and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming Bankrupt;

(f) there is not pending or, to its knowledge, threatened against it or any of its Affiliates any legal proceedings that could materially adversely affect its ability to perform its obligations under this Agreement;

(g) it is a "forward contract merchant" within the meaning of the United States Bankruptcy Code; and

(h) it has entered into this Agreement in connection with the conduct of its business and it has the capacity or ability to make or take delivery of Product.

## **10.2** Buyer and Seller Covenants.

Buyer and Seller shall, throughout the Delivery Term, take all commercially reasonable actions and execute any and all documents or instruments reasonably necessary to ensure Buyer's right to the use of the Contract Quantity for the sole benefit of Buyer or any subsequent purchaser under Article 12. Such commercially reasonable actions shall include, without limitation:

(a) Cooperating with and providing, and in the case of Seller causing the Unit's Scheduling Coordinator, owner, or operator to cooperate with and provide requested supporting documentation to the CAISO, the CPUC, or any other Governmental Body responsible for administering RAR, LAR, and/or FCR under Applicable Laws, to certify or qualify the Contract Quantity as RA Capacity. Such actions shall include, without limitation, providing information requested by the CAISO, CPUC, or by an LRA having jurisdiction, to demonstrate for each month of the Delivery Term the ability to deliver the Contract Quantity from the Unit to the CAISO Controlled Grid for the minimum hours required to qualify as RA Capacity, and providing information requested by the CPUC, CAISO or other Governmental Body having jurisdiction to administer RAR, LAR, or FCR to demonstrate that the Contract Quantity can be delivered to the CAISO Controlled Grid, pursuant to "deliverability" standards established by the CAISO, or other Governmental Body having jurisdiction to administer RAR, LAR and/or FCR; and

(b) Negotiating in good faith to make necessary amendments, if any, to this Agreement to conform it to subsequent clarifications, revisions, or decisions rendered by the CAISO, CPUC, FERC, or other Governmental Body having jurisdiction to administer RAR, LAR, or FCR so as to maintain the benefits of the bargain struck by the Parties on the Effective Date; *provided*, *however*, that such commercially reasonable actions shall not include any obligation that the owner or operator of the Unit undertake capital improvements, Unit enhancements, or the construction of new facilities nor in any way limit the Parties with respect to advocacy for any regulatory policies or market changes before any entity.

#### **10.3** Seller Representations, Warranties and Covenants.

Seller represents, warrants and covenants to Buyer that:

(a) Throughout the Delivery Term, the Unit qualifies as a Resource Adequacy Resource that is eligible to provide the Product pursuant to the Tariff and the Resource Adequacy Rulings;

(b) Throughout the Delivery Term, Seller owns or has the exclusive right to the RA Capacity sold under this Agreement, and shall furnish Buyer, CAISO, CPUC or other jurisdictional LRA, or other Governmental Body with such evidence as may reasonably be requested to demonstrate such ownership or exclusive right;

(c) Throughout the Delivery Term, no portion of the Contract Quantity has been committed by Seller to any third party in order to satisfy RAR, LAR, FCR or analogous obligations in CAISO markets, other than pursuant to an RMR Contract between the CAISO and either Seller or the Unit's owner or operator;

(d) Throughout the Delivery Term, no portion of the Contract Quantity has been committed by Seller in order to satisfy RAR, LAR, FCR, or analogous obligations in any non-CAISO market;

(e) The Unit is within the CAISO Control Area and Seller shall maintain Site Control throughout the Delivery Term;

(f) Throughout the Delivery Term, the owner or operator of the Unit is obligated to comply with Applicable Laws, including the Tariff, relating to RA Capacity, RAR, LAR, and FCR;

(g) Throughout the Delivery Term, the respective cumulative amounts of LAR Attributes, RAR Attributes, and FCR Attributes that Seller has sold, assigned or transferred from the Unit does not exceed that Unit's RA Capacity;

(h) Throughout the Delivery Term, with respect to the RA Capacity provided under this Agreement, Seller shall, and the Unit's Scheduling Coordinator is obligated to, comply with Applicable Laws, including the Tariff, relating to RAR, LAR, and FCR;

(i) Seller will timely notify the Scheduling Coordinator of the Unit that, throughout the Delivery Term, has transferred the Designated RA Capacity to Buyer, and the Scheduling Coordinator is obligated to deliver the Supply Plans in accordance with this Agreement and the Tariff;

(j) Seller will timely notify the Scheduling Coordinator of the Unit that Seller is obligated, throughout the Delivery Term, to cause the Unit's Scheduling Coordinator to provide to the Buyer, at least fifteen (15) Business Days before the Notification Deadline, the Designated RA Capacity of the Unit that is to be submitted in the Supply Plan associated with this Agreement for the applicable period; and

(k) Seller will timely notify the Unit's Scheduling Coordinator that, throughout the Delivery Term, Buyer is entitled to the revenues set forth in Section 3.11(a) of this Agreement and that such Scheduling Coordinator is obligated to promptly deliver those revenues to Buyer, along with appropriate documentation supporting the amount of those revenues.

(1) Seller shall use reasonable efforts to ensure that all employees hired by Seller, and its contractors and subcontractors, that will perform construction work or provide services at the Site related to construction of the Unit are paid wages at rates not less than those prevailing for workers performing similar work in the locality as provided by applicable California law, if any. Nothing herein shall require Seller, its contractors and subcontractors to comply with, or assume liability created by other inapplicable provisions of any California labor laws. Buyer agrees that Seller's obligations under this Section 10.3(1) will be satisfied upon the execution of a project labor agreement related to construction of the Unit.

(m) Seller acknowledges that Buyer will, from time to time, request voluntary disclosure of Seller's certification status with the CPUC Clearinghouse, and voluntary disclosure regarding Seller's efforts to work with diverse business enterprises, including women, minority, disabled veteran, and lesbian, gay, bisexual, transgender and/or persons with disabilities business enterprises in a form similar to Exhibit E.

(n) Seller pledges to deliver Twenty-Five Thousand Dollars (\$25,000.00) to Buyer so that Buyer may direct such amount to community benefits initiatives that directly benefit stakeholders in Buyer's service area. Buyer shall have discretion to determine which initiatives will be funded and will provide Seller notice describing the initiatives Buyer intends to fund. Seller shall make this payment within sixty (60) days after the Initial Energy Delivery Date, and (b) Seller's review of the scope of the initiatives to be funded by Buyer. Upon Seller's request, Buyer's personnel responsible for allocating funding to community benefits initiatives will meet with Seller to discuss the initiatives to be funded by Buyer. Notwithstanding anything to the contrary in this Section 10.3(n), Buyer will not make any public statement about the Facility, this Agreement, Seller, or Seller's Affiliates in connection with any community benefits initiatives funded with Seller's community benefits funds paid through this Section 10.3(n) without the prior written consent of Seller.

## 10.4 Buyer Representations, Warranties and Covenants.

(a) 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 (provided that such court is limited within a venue permitted in law and under the Agreement), (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; *provided*, *however*, that nothing in this Agreement shall waive the obligations or rights set forth in the California Tort Claims Act (Government Code Section 810 et seq.).

# **ARTICLE 11: CONFIDENTIALITY**

# 11.1 Confidentiality.

(a) Neither Party shall disclose the terms or conditions of this Agreement or information exchanged between the Parties pursuant to this Agreement ("<u>Confidential Information</u>") to a third party (other than the Party's or its Affiliates' employees, lenders or potential lenders, investors or potential investors, counsel, accountants or advisors who have a need to know such information and have agreed to keep such terms confidential) except in order to fulfill such Party's obligations under this Agreement or 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; *provided, however*, 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.

(b) Notwithstanding the foregoing, the Parties agree that Buyer may disclose the information pertaining to this Agreement to any Governmental Body, the CPUC, the CAISO or any LRA having jurisdiction in order to support its LAR Showings, RAR Showings and/or FCR Showings, as applicable, and Seller may disclose the transfer of the Designated RA Capacity under this Agreement to the Scheduling Coordinator of the Unit in order for such Scheduling Coordinator to timely submit accurate Supply Plans; *provided*, each disclosing Party shall use reasonable efforts to limit, to the extent possible, the ability of any such applicable Governmental Body, CAISO, or Scheduling Coordinator to further disclose such information. In addition, in the event Buyer resells all or any portion of the Designated RA Capacity to another party, Buyer shall be permitted to disclose to the other party to such resale transaction all such information to the extent such disclosure is necessary to affect such resale transaction; *provided*, such other party agrees to keep such information confidential.

(c) Seller acknowledges that Buyer is subject to the California Constitution Article 1, Section 3, and the California Public Records Act, Cal. Gov. Code § 6250 *et seq.* ("<u>Public Records</u> <u>Act</u>") in regard to the documents comprising this Agreement, which items may constitute public records subject to inspection and copying by the public under the authority of the California Constitution and the Public Records Act. Buyer shall, consistent with those laws, use reasonable efforts to provide Seller with notice of any third-party request to inspect or copy any of the documents that comprise this Agreement, which Seller might deem confidential and exempt from disclosure, in order that Seller may timely seek to protect those documents from disclosure to the third party. Seller acknowledges and agrees that Buyer shall not be liable to Seller if Buyer makes disclosure in accordance with the California Constitution and/or the Public Records Act before Seller has timely obtained an order to prevent Buyer from making the requested disclosure to the third party.

#### **ARTICLE 12: BUYER'S RE-SALE OF PRODUCT**

No less than fifteen (15) days prior to the Notification Deadline for any Showing Month of the Delivery Term, Buyer may provide written notice to Seller of Buyer's intent to re-sell all or a portion of the Product and any associated rights, in each case, acquired under this Agreement. If Buyer re-sells all or a portion of the Product and any associated rights acquired under this Agreement in accordance with this Article 12 ("<u>Resold Product</u>"), Seller agrees, and agrees to cause the Unit's Scheduling Coordinator, to follow Buyer's reasonable instructions with respect to providing such Resold Product to subsequent purchasers of such Resold Product to the extent

such instructions are consistent with Seller's obligations under this Agreement. Seller further agrees, and agrees to cause the Unit's Scheduling Coordinator, to take all commercially reasonable actions and execute any and all documents or instruments reasonably necessary to allow such subsequent purchasers to use such Resold Product in a manner consistent with Buyer's rights under this Agreement. If Buyer incurs any liability to any purchaser of such Resold Product directly due to the failure of Seller or the Unit's Scheduling Coordinator to comply with the terms of this Agreement, then Seller shall be liable to Buyer for any liabilities Seller would have incurred under this Agreement if Buyer had not resold the Product, including without limitation, pursuant to Sections 3.8 and 3.9.

In the event there is any Resold Product, Buyer agrees to notify Seller that such a sale has occurred and agrees to provide Seller with the information specified below promptly following such sale (and any other information reasonably requested by Seller so that Seller may perform its obligations in this Article 12) and promptly notify Seller of any subsequent changes to such information with respect to any particular sale: (i) benefitting load serving entity SC identification number (SCID), (ii) volume (in MW) of Resold Product, and (iii) subsequent sale delivery period for Resold Product.

# **ARTICLE 13: COMPLIANCE OBLIGATION**

# 13.1. Change in Law.

The Parties acknowledge and agree that a material purpose of this Agreement is to enable Buyer to satisfy its Compliance Obligation. If, at any time during the Term, the Unit is not qualified to produce Product, including RAR Attributes, LAR Attributes, and FCR Attributes, as applicable, including due to any change in Applicable Law occurring after the Effective Date that changes the Resource Adequacy Requirements such that the Product can no longer be counted towards Buyer's Compliance Obligation (a "<u>Compliance Issue</u>"), the Parties shall work in good faith to revise this Agreement so that the Parties can perform their obligations regarding the purchase and sale of Product sold hereunder in order to maintain the original intent; *provided, however*, in no event shall Seller be obligated to undertake capital improvements, Unit enhancements, or the construction of new facilities. If a Compliance Issue results in the Product not being able to be counted towards Buyer's Compliance Obligation, and the Parties have not reached agreement on amendments within thirty (30) days, such failure shall constitute a Dispute, and the Parties shall resolve such Dispute in accordance with Section 17.10.



#### **ARTICLE 14: COLLATERAL REQUIREMENTS**

#### 14.1 Development Security.

Seller shall deliver Development Security to Buyer

Seller shall maintain the Development Security in full force and effect; *provided*, *however*, that the Development Security is not subject to replenishment. Buyer shall promptly return the unused portion of the Development Security, less any draws made in accordance with this Agreement (whether directly or indirectly such as through set-off or netting), upon the early to occur of the following: (a) the Initial Delivery Date has occurred, and Seller has posted Performance Security in accordance with Section 2.2(c) and Section 14.2; or (b) the Agreement has terminated prior to the Initial Delivery Date in accordance with the terms of this Agreement. If the Development Security is a Letter of Credit and the issuer of such Letter of Credit (i) fails to maintain the minimum Credit Rating set forth in the definition of Letter of Credit, (ii) indicates its intent not to renew such Letter of Credit and such Letter of Credit expires prior to the period of time for which Development Security is required to be maintained, or (iii) fails to honor Buyer's properly documented request to draw on such Letter of Credit by such issuer, Seller shall have ten (10) Business Days to either post cash or deliver a substitute Letter of Credit that meets the requirements set forth in the definition of Development Security.

#### 14.2 Performance Security.

Seller shall deliver Performance Security to Buyer on or before the Initial Delivery Date. Seller shall maintain the Performance Security in full force and effect, and shall within five (5) Business Days after any draws made by Buyer in accordance with this Agreement replenish the Performance Security, until the following have occurred: (a) the Delivery Term has expired or terminated early in accordance herewith; and (b) all payment obligations of Seller then due and payable under this Agreement, including compensation for penalties, termination damages, indemnification payments orother 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 the Performance Security is a Letter of Credit and the issuer of such Letter of Credit (i) fails to maintain the minimum Credit Rating set forth in the definition of Letter of Credit, (ii) indicates its intent not to renew such Letter of Credit and such Letter of Credit expires prior to the end of the Delivery Term, or (iii) fails to honor Buyer's properly documented request todraw on such Letter of Credit by such issuer, Seller shall have ten (10) Business Days to either post cash or deliver a substitute Letter of Credit that meets the requirements set forth in the definition of Performance Security.

## 14.3 First Priority Security Interest in Cash or Cash Equivalent Collateral.

(a) 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 ("<u>Security Interest</u>") in, and lien on (and right to net against), and assignment of the Development Security and Performance Security, any other cash collateral and cash equivalent collateral posted under this Agreement, 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.

(b) 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, as applicable, Buyer may do any one or more of the following:

(i) Exercise any of its rights and remedies with respect to the Development Security or Performance Security, as applicable, including any such rights and remedies under Applicable Law then in effect;

(ii) Draw on any outstanding Letter of Credit issued for its benefit and retain any cash held by Buyer as Development Security or Performance Security, as applicable; and

(iii) Liquidate 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 these obligations are satisfied in full.

## **ARTICLE 15: INSURANCE**

## 15.1 Insurance.

Throughout the Term, Seller shall procure and maintain the following insurance coverage and require and cause its contractors to maintain the same levels of coverage. For the avoidance of doubt, the obligations of the Seller in this Section 15.1 constitute a material obligation of this Agreement.

(a) <u>Workers' Compensation and Employers' Liability.</u>

(i) If it has employees, workers' compensation insurance indicating compliance with any applicable labor codes, acts, Applicable Laws or statutes, California state or federal, where Seller performs Work.

(ii) Employers' liability insurance will not be less than

for injury or death occurring as a result of each accident. With regard to bodily injury by disease, the policy limit will apply to each employee.

(b) <u>Commercial General Liability.</u>

(i) Commercial general liability insurance, including products and completed operations and personal injury insurance, in a minimum amount of

per occurrence, and an annual aggregate of not less

terms and conditions), specifically covering Seller's insurable indemnity obligations under this Agreement and including Buyer as an additional insured but only to the extent of Seller's insurable indemnity obligations under this Agreement. Limits may be satisfied through a combination of primary and excess policies.

(ii) An umbrella insurance policy in a minimum limit of liability of

(iii) 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.

(c) <u>Business Auto.</u>

(i) Business auto insurance for bodily injury and property damage with limits of per occurrence.

(ii) 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.

(d) <u>Construction All-Risk Insurance.</u>

(i) During the construction of the Unit prior to the Initial Delivery Date, construction all-risk form property insurance covering the Unit during such construction periods, and naming Seller (and Lender if any) as the loss payee.

(e) <u>Contractor's Pollution Liability.</u>

(i) If the scope of Work involves areas of known pollutants or contaminants, Seller shall maintain or require to be maintained, pollution liability coverage for bodily injury, property damage, including clean-up costs and defense costs resulting from sudden, and accidental conditions, including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, hydrocarbons, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any water course or body of water shall be maintained.

(ii) The limit will be at least each occurrence for bodily injury and property damage.

(iii) The policy will endorse Buyer as additional insured but only to the extent of Seller's insurable indemnity obligations under this Agreement.

## **15.2** Evidence of Insurance.

Within ten (10) days after the Effective Date and upon annual renewal thereafter, Seller shall deliver to Buyer certificates of insurance evidencing the coverage required under this Agreement. These certificates shall specify that Buyer shall be given at least thirty (30) days prior notice by Seller in the event of any cancellation or termination of coverage, except ten (10) days for nonpayment of premium. With the exception of Workers Compensation/Employers Liability, such insurance shall be primary coverage without right of contribution from any insurance of Buyer.

# ARTICLE 16: UNIT CONSTRUCTION AND INITIAL DELIVERY DATE

# **16.1** Construction of the Unit.

(a) <u>Construction Start</u>. "<u>Construction Start</u>" will occur upon satisfaction of the following: (i) Seller has acquired the applicable regulatory authorizations, approvals and permits required for the commencement of construction of the Unit, (ii) 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 Unit may begin and proceed to completion without foreseeable interruption of material duration, and (iii) Seller has executed an engineering, procurement, and construction contract (or equivalent agreements) and issued thereunder a notice to proceed or its equivalent that authorizes the contractor to mobilize to Site and begin physical construction of the Unit 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 B hereto, and the date certified therein shall be the "<u>Construction Start Date</u>."

(b) <u>Progress Reports.</u> The Parties agree time is of the essence in regard to the Agreement. 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 Initial Delivery Date, Seller shall provide to Buyer a Progress Report and agree to regularly scheduled meetings between representatives of Buyer and Seller to review such monthly reports and discuss Seller's construction progress. The form of the Progress Report is set forth in Exhibit F. Seller shall also provide Buyer with any reasonable 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 shall also provide Buyer with any information in Seller's possession that is reasonably requested by Buyer for Buyer to demonstrate to the CPUC, CAISO, or other Governmental Bodies that Buyer has met its applicable resource adequacy requirements, including providing status reports to the CPUC with respect to the Unit.

## 16.2 Initial Delivery Date.

(a) <u>Initial Delivery</u>. "<u>Initial Delivery</u>" 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 C. Seller shall cause Initial Delivery for the Unit to occur by the Guaranteed Initial Delivery Date, as such date may be extended pursuant to Section 16.2(b) or Section 16.2(c).



(c) <u>Extension of Guaranteed Initial Delivery Date</u>. The Guaranteed Initial Delivery Date, as may be extended pursuant to Section 16.2(b), shall, subject to notice and documentation requirements set forth in Section 16.2(d), be extended on a day-for-day basis for the duration of any and all delays arising out of (i) a Force Majeure that results in an unavoidable delay to the construction of the Unit,

or (iii) delays caused by transmission provider (e.g., the CAISO) or transmission owner (e.g., SDG&E) that are outside of the reasonable control of Seller and prevent Seller from achieving Initial Delivery on or before the Guaranteed Initial Delivery Date (the "Development Cure Period"); provided, no extension shall be given if a delay was the result of Seller's failure to take all commercially reasonable actions to meet its requirements and deadlines. Notwithstanding anything in this Agreement to the contrary, the cumulative extensions granted under the Development Cure Period shall be no longer than onehundred twenty (120) days on a cumulative basis. In addition to extensions pursuant to a Development Cure Period, Seller may also extend the Guaranteed Initial Delivery Date by paying IDD Delay Damages to Buyer in advance, for each day of delay, not to exceed a total of onehundred twenty (120) days by the payment of such IDD Delay Damages. The cumulative extensions granted through the application of Development Cure Period(s) and the payment of IDD Delay Damages shall not exceed two hundred and forty (240) days in aggregate. If Seller elects to extend the Guaranteed Initial Delivery Date through the payment of IDD Delay Damages, on or before the date that is ten (10) days prior to the then-current Guaranteed Initial Delivery Date, Seller may provide notice and payment to Buyer of the IDD Delay Damages for the number of days of extension to the Guaranteed Initial Delivery Date. If Seller achieves Initial Delivery prior to the Guaranteed Initial Delivery Date, as extended by the payment of Commercial Operation Delay Damages, Buyer shall refund to Seller the IDD Delay Damages for each day

Seller achieves Initial Delivery prior to the Guaranteed Initial Delivery Date times the IDD Delay Damages, not to exceed the total amount of IDD Delay Damages paid by Seller pursuant to this Section 16.2(c).

(d) <u>Development Cure Period Documentation Requirements</u>. Upon request from Buyer, Seller shall provide documentation demonstrating to Buyer's reasonable satisfaction that Development Cure Period delays did not result from Seller's failure to take such commercially reasonable actions. Seller shall provide prompt written notice to Buyer of a delay, but in no case more than thirty (30) days after Seller became aware of such delay, except that in the case of a delay occurring within sixty (60) days of the Guaranteed Initial Delivery Date, or after such date, then Seller must provide written notice within five (5) Business Days of Seller becoming aware of such delay.

(e) <u>Termination for Failure to Achieve Initial Delivery Date</u>. Seller shall have committed an Event of Default pursuant to Section 5.1(b) if the Unit has not achieved Initial Delivery on or before the Guaranteed Initial Delivery Date, as such date may be extended pursuant to Section 16.2(b) or Section 16.2(c), and upon such Event of Default Buyer may terminate this Agreement and pursue remedies in accordance with Article 5.







# **ARTICLE 17: MISCELLANEOUS**

#### 17.1 Title and Risk of Loss.

Title to and risk of loss related to the Product shall transfer from Seller to Buyer at the Delivery Point. Seller warrants that it will deliver to Buyer the Designated RA Capacity free and clear of all liens, security interests, claims and encumbrances or any interest therein or thereto by any person arising prior to the Delivery Point.

#### 17.2 Indemnity.

(a) <u>Indemnity by Seller</u>. Seller shall release, indemnify and hold harmless Buyer or Buyers' respective directors, officers, agents, and representatives against and from any and all loss, Claims, actions or suits, including costs and attorney's fees associated with damage to third parties resulting from, or arising out of or in any way connected with Seller's operation and/or maintenance of the Unit, including without limitation any loss, Claim, action or suit, for or on account of injury to, bodily or otherwise, or death of persons, or for damage to or destruction of property belonging to such third parties, excepting only such loss, Claim, action or suit as may be caused solely by the willful misconduct or gross negligence of Buyer, its Affiliates, or Buyers' and Affiliates' respective agents, employees, directors, or officers.

(b) <u>Indemnity by Buyer</u>. Buyer shall release, indemnify and hold harmless Seller, its directors, officers, agents, and representatives against and from any and all loss, Claims, actions or suits, including costs and attorney's fees associated with damage to third parties resulting from, or arising out of or in any way connected with Buyer's access to the Unit site, including any loss, Claim, action or suit, for or on account of injury to, bodily or otherwise, or death of persons, or for damage to or destruction of property belonging to such third parties, excepting only such loss, Claim, action or suit as may be caused solely by the willful misconduct or gross negligence of Seller, its Affiliates, or Seller's and Affiliates' respective agents, employees, directors or officers.

(c) <u>No Dedication</u>. Without limitation of each Party's obligations under Sections 17.2(a) and 17.2(b) herein, nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any person or entity not a Party to this Agreement. No undertaking by one Party to the other under any provision of this Agreement shall constitute the dedication of that Party's system or any portion thereof to the other Party or the

public, nor affect the status of Buyer as an independent public utility corporation or Seller as an independent individual or entity.

# 17.3 Assignment.

Neither Party shall assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed; *provided, however*, Seller may, without the consent of Buyer (and without relieving itself from liability hereunder), (i) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements, (ii) transfer or assign this Agreement to an affiliate of such Party which affiliate's creditworthiness is equal to or higher than that of such Party, or (iii) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets whose creditworthiness is equal to or higher than that of such Party; *provided, however*, that in the case of any such assignment pursuant to clause (ii) or clause (iii), any such assignee shall agree in writing to be bound by the terms and conditions hereof and so long as the transferring Party delivers such tax and enforceability assurance as the non-transferring Party may reasonably request. In connection with any financing or refinancing of the Unit by Seller, Buyer shall in good faith negotiate and agree upon a consent to collateral assignment of this Agreement in a form that is commercially reasonable and customary in the industry.

# 17.4 Governing Law and Venue.

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. Each of the Parties irrevocably and unconditionally agrees that any suit, action or other proceeding arising out of or relating to this Agreement, the transactions contemplated hereby, any provision hereof or the breach, performance, enforcement or validity or invalidity of this Agreement or any provision hereof shall be filed in either the United States District Court for the Southern District of California or the Superior Court of California, County of San Diego, as appropriate (and agrees not to commence any suit, action or proceeding relating thereto except in such courts). Each of the Parties irrevocably and unconditionally waives any objection to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement, the transactions contemplated hereby, any provision hereof or the breach, performance, enforcement or validity or invalidity of this Agreement or any provision hereof in the United States District Court for the Southern District of California or the Superior Court of California, County of San Diego, as appropriate, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. Notwithstanding the foregoing, each Party agrees that a final judgment (i.e., judgment after any appeals that may be duly made) in any suit, action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment in any jurisdiction or in any other manner provided in law or in equity.

# 17.5 Notices.

All notices, requests, statements or payments shall be made as specified in Exhibit G. Notices (other than scheduling requests) shall, unless otherwise specified herein, be in writing and may be delivered by hand delivery, United States mail, overnight courier service or facsimile. Notice by facsimile or hand delivery shall be effective at the close of business on the day actually received, if received during business hours on a Business Day, and otherwise shall be effective at the close of business on the next Business Day. Notice by overnight United States mail or courier shall be effective on the next Business Day after it was sent. A Party may change its addresses by providing notice of same in accordance herewith.

# 17.6 Mobile-Sierra.

Absent the agreement of all Parties to the proposed change, the standard of review for changes to any rate, charge, classification, term or condition of this Agreement, whether proposed by a Party (to the extent that any waiver below is unenforceable or ineffective as to such Party), a non-party or FERC acting <u>sua sponte</u>, 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), and clarified by *Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish*, 554 U.S. 527 (2008); *NRG Power Marketing LLC v. Maine Public Utility Commission*, 558 U.S. 527 (2010.

Notwithstanding any provision of this Agreement, and absent the prior written agreement of the Parties, each Party, to the fullest extent permitted by Applicable Laws, for itself and its respective successors and assigns, hereby also expressly and irrevocably waives any rights it can or may have, now or in the future, whether under Sections 205, 206, or 306 of the Federal Power Act or otherwise, to seek to obtain from FERC by any means, directly or indirectly (through complaint, investigation, supporting a third party seeking to obtain or otherwise), and each hereby covenants and agrees not at any time to seek to so obtain, an order from FERC changing any section of this Agreement specifying any rate or other material economic terms and conditions agreed to by the Parties.

## 17.7 General.

This Agreement (including the exhibits, schedules and any written supplements hereto, if any) constitutes the entire agreement between the Parties relating to the subject matter. Notwithstanding the foregoing, any collateral, credit support or margin agreement or similar arrangement between the Parties shall, upon designation by the Parties, be deemed part of this Agreement and shall be incorporated herein by reference. 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. Except to the extent herein provided for, no amendment or modification to this Agreement shall be enforceable unless reduced to writing and executed by both Parties. Each Party agrees if it seeks to amend any applicable wholesale power sales tariff during the term of this Agreement, such amendment will not in any way affect outstanding transactions under this Agreement without the prior written consent of the other Party. Each Party further agrees that it will not assert, or defend itself, on the basis that any applicable tariff is inconsistent with this Agreement. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement). Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default. Any

provision declared or rendered unlawful by any applicable court of law or regulatory agency or deemed unlawful because of a statutory change (individually or collectively, such events referred to as "<u>Regulatory Event</u>") will not otherwise affect the remaining lawful obligations that arise under this Agreement; *provided*, *further*, that if a Regulatory Event occurs, the Parties shall use commercially reasonable efforts to reform this Agreement in order to give effect to the original intention of the Parties. The term "including" when used in this Agreement shall be by way of example only and shall not be considered in any way to be in limitation. The headings used herein are for convenience and reference purposes only. All indemnity and audit rights shall survive the termination of this Agreement for twelve (12) months. This Agreement shall be binding on each Party's successors and permitted assigns.

## 17.8 Audit.

Each Party has the right, at its sole expense and during normal working hours, to examine the records of the other Party to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement. If requested, a Party shall provide to the other Party statements evidencing the Designated RA Capacity delivered hereunder. If any such examination reveals any inaccuracy in any statement, the necessary adjustments in such statement and the payments thereof will be made promptly and shall bear interest calculated at the Interest Rate from the date the overpayment or underpayment was made until paid; *provided*, *however*, that no adjustment for any statement or payment will be made unless objection to the accuracy thereof was made prior to the lapse of twelve (12) months from the rendition thereof, and thereafter any objection shall be deemed waived.

## 17.9 Forward Contract.

The Parties acknowledge and agree that this Agreement constitutes a "forward contract" within the meaning of the United States Bankruptcy Code.

# 17.10 Dispute Resolution.

(a) In the event of any claim, controversy or dispute between the Parties arising out of or relating to or in connection with this Agreement (including any dispute concerning the validity of this Agreement or the scope and interpretation of this Section 17.10) (a "Dispute"), any Party (the "Notifying Party") may deliver to the other Parties (the "Recipient Party") notice of the Dispute with a detailed description of the underlying circumstances of such Dispute (a "Dispute Notice"). The Dispute Notice shall include a schedule of the availability of the Notifying Party's senior officers (having a title of senior vice president (or its equivalent) or higher) duly authorized to settle the Dispute during the thirty (30) day period following the delivery of the Dispute Notice.

(b) The Recipient Party shall, within five (5) Business Days following receipt of the Dispute Notice, provide to the Notifying Party a brief summary of the Recipient Party's position on the Dispute and a parallel schedule of availability of the Recipient Party's senior officers (having a title of senior vice president (or its equivalent) or higher) duly authorized to settle the Dispute. Following delivery of the respective senior officers' schedules of availability, the senior officers of the Parties shall meet and confer as often as they deem reasonably necessary during the

remainder of the thirty (30) day period in good faith negotiations to resolve the Dispute to the satisfaction of each Party.

(c) In the event a Dispute is not resolved pursuant to the procedures set forth in Sections 17.10(a) and (b) by the expiration of the thirty (30) day period set forth in Section 17.10(b), then a Party may pursue any legal remedy available to it in accordance with this Agreement.

# 17.11 Execution.

A signature received via facsimile or email shall have the same legal effect as an original.

# 17.12 Joint Powers Authority.

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

# 17.13 Dodd-Frank Act

The Parties intend this Agreement to be a "customary commercial arrangement" as described in Section II.A.1 of Commodity Futures Trading Commission, *Proposed Guidance, Certain Natural Gas andElectric Power Contracts*, 81 Fed. Reg. 20583 at 20586 (Apr. 8, 2016) and a "Forward Capacity Transaction" within the meaning of Commodity Futures Trading Commission, *Final Order in Response to a Petition From Certain Independent System Operators and Regional Transmission Organizations To Exempt Specified Transactions Authorized by a Tariff or Protocol Approved by the Federal Energy Regulatory Commission, 78 Fed. Reg. 19,880 (Apr. 2, 2013).* 

## 17.14 Market-Based Rate Authority.

Seller agrees, in accordance with Federal Energy Regulatory Commission (FERC) Order No. 697, to, upon request of Buyer, submit a letter of concurrence in support of any affirmative statement by Buyer that this Agreement does not transfer "ownership or control of generation capacity" from Seller to Buyer as the term "ownership or control of generation capacity" is used in 18 CFR Section 35.42. Seller also agrees that it will not, in filings, if any, made subject to Order Nos. 652 and 697, claim that this Agreement conveys ownership or control of generation capacity from Seller to Buyer.

## 17.15 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";

(1) words, phrases or expressions not otherwise defined herein that (i) have a generally accepted meaning shall have such meaning in this Agreement or (ii) do not have well known and generally accepted meaning 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.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

# HECATE GRID SCAFELL STORAGE 1 LLC, a Delaware limited liability company

# SAN DIEGO COMMUNITY POWER, a California joint powers authority

By:	By:
Name:	Name:
Title:	Title:

#### EXHIBIT A: FORM OF LETTER OF CREDIT

[Issuing Bank Letterhead and Address]

#### IRREVOCABLE STANDBY LETTER OF CREDIT NO. [XXXXXX]

Date:

Bank Ref.: Amount: US\$[XXXXXXX] Expiry Date:

APPLICANT DETAILS TO BE PROVIDED

Beneficiary:

[Buyer], a California joint powers authority

[Address]

Ladies and Gentlemen:

By the order of \_\_\_\_\_\_ ("Applicant"), we, [insert bank name and address] ("Issuer") hereby issue our Irrevocable Standby Letter of Credit No. [XXXXXX] (the "Letter of Credit") in favor of [Buyer], a California joint powers authority ("Beneficiary"), [Address], for an amount not to exceed the aggregate sum of U.S. \$[XXXXX] (United States Dollars [XXXXX] and 00/100), pursuant to that certain Agreement dated as of \_\_\_\_\_\_ and as amended (the "Agreement") between [Applicant] and Beneficiary. This Letter of Credit shall become effective immediately and shall expire on [XXXXXX] which is one year after the issue date of this Letter of Credit, or any expiration date extended in accordance with the terms hereof (the "Expiration Date").

Funds under this Letter of Credit are available to Beneficiary by presentation on or before the Expiration Date of a dated statement purportedly signed by your duly authorized representative, in the form attached hereto as Exhibit A, containing one of the two alternative paragraphs set forth in paragraph 2 therein, referencing our Letter of Credit No. [XXXXXXX] ("Drawing Certificate").

The Drawing Certificate may be presented by (a) physical delivery, or (b) facsimile to [bank fax number [XXX-XXX-XXX]] confirmed by [e-mail to [*bank email address*]] (if presented by fax it must be followed up by a phone call to us at [XXXXX] or [XXXXX] to confirm receipt) with the originals to follow via courier. The drawing will be effective upon our receipt of the original documents at the above noted address.

The original of this Letter of Credit (and all amendments, if any) is not required to be presented in connection with any presentment of a Drawing Certificate by Beneficiary hereunder in order to receive payment.

We hereby agree with the Beneficiary that documents presented under and in compliance with the terms of this Letter of Credit will be duly honored upon presentation to the Issuer on or before the Expiration Date. All payments made under this Letter of Credit shall be made with Issuer's own immediately available funds by means of wire transfer in immediately available United States dollars to Beneficiary's account as indicated by Beneficiary in its Drawing Certificate or in a communication accompanying its 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.

It is a condition of this Letter of Credit that the Expiration Date shall be deemed automatically extended without an amendment for a one year period beginning on the present Expiration Date hereof and upon each anniversary for such date, unless at least one hundred twenty (120) days prior to any such Expiration Date we have sent to you written notice by registered mail or overnight courier service that we elect not to extend this Letter of Credit, in which case it will expire on the date specified in such notice. 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.

This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision) International Chamber of Commerce Publication No. 600 (the "UCP"), except to the extent that the terms hereof are inconsistent with the provisions of the UCP, including but not limited to Articles 14(b) and 36 of the UCP, in which case the terms of this Letter of Credit shall govern. In the event of an act of God, riot, civil commotion, insurrection, war or any other cause beyond Issuer's control (as defined in Article 36 of the UCP) that interrupts Issuer's business and causes the place for presentation of the Letter of Credit to be closed for business on the last day for presentation, the Expiration Date of the Letter of Credit will be automatically extended without amendment to a date thirty (30) calendar days after the place for presentation reopens for business.

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. [XXXXXX]. For telephone assistance, please contact Issuer's Standby Letter of Credit Department at [XXX-XXX-XXX] 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: [Buyer], Chief Operating Officer, [Address]. 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 [Buyer], a California joint powers authority, [Buyer address], as beneficiary (the "Beneficiary") of the Irrevocable Letter of Credit No. [XXXXXX] (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 Agreement dated as of \_\_\_\_\_\_, (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) or other occasion provided for in the Agreement where Beneficiary is authorized to draw on the letter of credit 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 we have received notice from the Bank that you have elected not to extend the Expiration Date of the Letter of Credit beyond its current Expiration Date and 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 [Buyer], a California joint powers authority 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 [Buyer], a California joint powers authority by wire transfer in immediately available funds to the following account:

[Specify account information]

[Buyer]

Name and Title of Authorized Representative

Date

#### EXHIBIT B: FORM OF CONSTRUCTION START DATE CERTIFICATE

This certification of Construction Start Date ("Certification") is delivered by [Seller] ("Seller") to San Diego Community Power, a California joint powers authority ("Buyer") in accordance with the terms of that certain Agreement dated [date] ("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 that the Construction Start (as defined in 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.

IN WITNESS WHEREOF, the undersigned has executed this Certification on behalf of Seller as of the \_\_\_\_\_ day of \_\_\_\_\_\_.

[Seller]

By:			
Its:			
Date:			

#### EXHIBIT C: FORM OF INITIAL DELIVER DATE CERTIFICATE

This certification ("Certification") of Initial Delivery is delivered by [Seller] ("Seller") to San Diego Community Power, a California joint powers authority ("Buyer") in accordance with the terms of that Agreement dated [date] ("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 \_\_\_\_\_\_, Seller hereby certifies and represents to Buyer the following:

- a) The Unit is fully operational, reliable and interconnected, fully integrated and synchronized with the Transmission System.
- b) Seller has installed equipment for the Unit with a nameplate capacity of no less than 50 MW.
- c) The Unit is fully capable of charging, storing and discharging energy up to no less than 50 MW and receiving instructions to charge, store and discharge energy.
- d) Seller's Interconnection Agreement provides for a maximum instantaneous discharge capability of no less than 50 MW.
- e) Authorization to parallel the Unit was obtained by the Participating Transmission Owner, SDG&E on [DATE].

#### **SELLER:**

Signature:	
Name:	
Title:	
Date:	

## ENGINEER

Signature:	 	 
Name:		 
Title:		 
Date:		

#### **EXHIBIT D: DESCRIPTION OF UNIT**

The following describes the Unit to be constructed, operated and maintained by Seller through the Term in accordance with the Agreement.

Unit name: Hecate Grid Scafell Storage 1 LLC

Unit description: A 50 MW/200 MWh battery energy storage facility, located in San Diego County, in the State of California.

Resource type: Battery Energy Storage

Nameplate capacity: 50 MW

Location: Ramona, San Diego County, CA

Unit physical address: 840 Creelman Lane, Ramona, CA 92065

Unit elevation: 730 ft.

Unit latitude: 33.01809

Unit longitude: -116.85304

Interconnection: []

CAISO transmission access charge area (e.g. SDG&E): SDG&E

Point of interconnection: the 69 kV bus at Creelman Substation.

Point of interconnection address: 33.01809, -116.85305

Existing zone (e.g. SP-15): SP-15

PNode: RAMONAGN 7 N001

CAISO Resource ID: [to be provided when available]

Substation: Creelman

#### **EXHIBIT E: WORKFORCE DEVELOPMENT**

#### Sample Supplier Diversity Survey

Please note that not all questions may apply to your business. For the questions that do not apply, please skip them or answer "Not Applicable" or "Decline to State."

Pursuant to Proposition 209, SDCP does not give preferential treatment based on race, sex, color, ethnicity, or national origin. Providing information in these categories is optional and will not impact your participation in any future SDCP solicitation selection process. Responses are collected for informational and reporting purposes only pursuant to Senate Bill (SB) 255.

\*Required

1. Business Name\*

2. Email Address\*

3. Where is your business located/headquartered?

4. Is your business certified under General Order 156 (GO 156)? GO 156 is a California Public Utilities Commission ruling that requires utility entities to report annually on their contracts with majority women-owned, minority-owned, disabled veteran-owned and LGBTowned business enterprises (WMDVLGBTEs) in all categories. Qualified businesses become GO 156 Certified through the CPUC and are then added to the GO 156 Clearinghouse database at www.thesupplierclearinghouse.com.

Yes

No

Qualified as a WMDVLGBTBE but not GO 156 certified

5. If you answered "yes" to Question 4, when does your certification expire?

6. If you answered "yes" or "qualified, but not certified" to Question 4, in which categories are you certified or qualified? Please choose all that apply.

Minority Owned

Women Owned

LGBT Owned

Disabled Veteran Owned

Small Business Enterprise, as defined by 8(d) of the Small Business Act

7. If your business is a minority-owned business enterprise, what GO156 certification or qualification does your business fall under?

Black American

Hispanic American

Asian Pacific American

Native American

8. Please list the Standardized Industrial Code (SIC) of the products and services your business offers. Search for your SIC in the "Commodity Codes" search bar, here: https://sch.thesupplierclearinghouse.com/FrontEnd/SearchCertifiedDirectory.asp.

9. If certified under GO 156, please list your annual business revenue as reported to the CPUC Supplier Clearinghouse. You may check your CPUC Supplier Clearinghouse status here: <u>https://sch.thesupplierclearinghouse.com/FrontEnd/SearchCertifiedDirectory.asp</u>.

10. If your business is qualified, but not GO 156 certified, please identify the reasons for not completing the certification process?

11. If your business has used GO 156 certified subcontractors for your SDCP contract, please include a list of your subcontractor business names, if the subcontract is for products or services, and the anticipated subcontract amount. Example: Electrical Design Technology, Inc.; products (batteries); \$100,000.

12. If applicable, please describe any hiring policies your business has for using small, local, and/or economically disadvantaged subcontractors or for using subcontractors that qualify for the GO 156 Supplier Clearinghouse.

13. Does your business have a history of using apprenticeship programs, local hires, union labor, or multi-trade project labor agreements? Local hires can be defined as labor-sourced from within SDCP's service area.

Yes, apprenticeship programs in this recent contract with SDCP

Yes, local labor in this recent contract with SDCP

Yes, union labor in this recent contract with SDCP

Yes, multi-trade PLA in this recent contract with SDCP

Yes, apprenticeship programs but not in this contract with SDCP

Yes, history of local hire but not in this contract with SDCP

Yes, history of union labor but not in this contract with SDCP

Yes, history of multi-trade PLA but not in this contract with SDCP

Uses California-based labor, but not local to SDCP's service areas

None of the above

Not applicable

14. Are you a small business? Please refer to the Small Business Association' Size Standards tool for more information: <u>https://www.sba.gov/sizestandards</u>.

Yes

No

15. If you answered "yes" to question 14, please describe your history with labor agreements, union labor, multi-trade labor, apprenticeship labor, or how many local workers/businesses you employ for your contract with SDCP.

16. Is there any additional feedback that you would like to provide to SDCP at this time?

17. Does the bidder have formal initiatives to promote diversity, equity, and inclusion among its workforce?

18. If the answer to question 17 is "Yes,", please explain and provide supporting documentation.

19. Has the bidder adopted formal Environmental, Social, and Governance (ESG) goals?

20. If the answer to question 19 is "Yes", please explain and provide supporting documentation.

#### **EXHIBIT F: PROGRESS REPORTING FORM**

Each Progress Report must include the following items:

- 1. Executive summary.
- 2. Unit description.
- 3. Site plan of the Unit.
- 4. Description of any material planned changes to the Unit or the Site.
- 5. Schedule showing progress on Unit construction generally and achieving each of the Milestones and the Initial Delivery Date.
- 6. Summary of activities during the previous month, including any OSHA labor hour reports.
- 7. Forecast of activities scheduled for the current calendar quarter.
- 8. Written description about the progress relative to the Milestones and the Initial Delivery Date, including whether Seller is on schedule with respect to the same.
- 9. List of issues that are likely to potentially affect achievement of the Milestones and the Initial Delivery Date.
- 10. Progress and schedule of the EPC Contract, all major equipment supply agreements, Governmental Approvals, technical studies, and financing arrangements.
- 11. Pictures, in sufficient quantity and of appropriate detail, in order to document construction and interconnection progress.
- 12. Any other documentation reasonably requested by Buyer.

# **EXHIBIT G: NOTICES**

HECATE GRID SCAFELL STORAGE 1 LLC ("Seller")	SAN DIEGO COMMUNITY POWER, a California joint powers authority ("Buyer")
All Notices:	All Notices:
Street: 600 W. Fulton St	P.O. Box 12716
Suite 510	San Diego, CA 92112 Attn: Byron Vosburg, Director of Power
City: Chicago, IL 60661	Services
Attn: Manager	Phone: (619) 880-6545
Phone: (312) 722-5901	Email: bvosburg@sdcommunitypower.org
Email: Notices@HecateGrid.com	
Reference Numbers:	Reference Numbers:
Duns:	Duns:
Federal Tax ID Number:	Federal Tax ID Number:
Invoices:	Invoices:
Attn: Hecate Grid Finance	Attn: SDCP Settlements
Phone: (312) 722-5901	Phone: (619) 880-6545
E-mail: HGFinance@HecateGrid.com	Email: settlements@sdcommunitypower.org
Payments:	Payments:
Attn: Hecate Grid Finance	Attn: SDCP Settlements
Phone: (312) 722-5901	Phone: (619) 880-6545
E-mail: HGFinance@HecateGrid.com	Email: settlements@sdcommunitypower.org
Wire Transfer:	Wire Transfer:
BNK:	
ABA:	ABA:
ACCT:	ACCT:
Attn:	
	Attn: Rosa Cucicea
	VP – Clean Energy Division Manager
	(415) 293-4201 Ph   (925) 323-6022 Cell
	(415) 293-4201 Fx
	201 Mission St., Suite 1300   San Francisco,
	CA 94105



## SAN DIEGO COMMUNITY POWER Staff Report – Item 21

То:	San Diego Community Power Board of Directors
From:	Byron Vosburg, Managing Director, Power Services; and Andrea Torres, Sr. Portfolio Manager, Power Services
Via:	Karin Burns, Chief Executive Officer
Subject:	Resource Adequacy Purchase and Sale Agreement with Duran Mesa LLC
Date:	January 18, 2024

## RECOMMENDATION

Adopt the proposed Resource Adequacy Purchase and Sale Agreement with Duran Mesa LLC and authorize the CEO to execute the agreement.

# BACKGROUND

As San Diego Community Power (SDCP) strives to meet its environmental, financial, and regulatory compliance goals and requirements, long-term contracts of at least 10 years in duration are integral components of its energy supply portfolio. Long-term contracts provide renewable generation facility developers with the certain revenue stream against which they can finance up-front capital requirements, so each long-term contract that SDCP signs with a developing facility will underpin a new, incremental renewable energy project. In addition, long-term contracts lock in renewable energy and capacity supply around which SDCP can build its power supply portfolio with cost certainty around which SDCP can develop its pro forma financial model.

In D.21-06-025, the California Public Utilities Commission (CPUC) required each Load Serving Entity (LSE) in California to make significant long-term purchase commitments for resource adequacy from new, incremental generation and storage facilities that will achieve commercial operation during 2023 through 2026 (referred to herein as "mid-term reliability").

The proposed Resource Adequacy Purchase and Sale Agreement (RAA) is for the resource adequacy benefits associated with 51 MW of wind capacity with Duran Mesa LLC, a subsidiary of Pattern Energy ("Pattern"). The RAA originated from a bilateral negotiation and has reached terms mutually agreeable to both parties.

## **ANALYSIS AND DISCUSSION**

Staff negotiated the attached RAA for the purchase of resource adequacy from 51 MW of wind capacity. Deliveries will commence on January 1, 2025 from the operational Duran Mesa Wind Project in Torrance County, New Mexico. Following commercial operations of the approximately SunZia Wind Project under development, delivery of resource adequacy benefits from 51 MW of wind capacity will switch from the Duran Mesa Wind Project to the SunZia Wind Project for a period of ten (10) years to ensure the CPUC's requirements for mid-term reliability are met. The SunZia Wind Project is an approximately 3,500 MW wind project in Lincoln, Torrance and San Miguel counties of New Mexico that is anticipated to start construction this year.

As previously reviewed with the Ad Hoc Energy Contracts Working Group (ECWG), the contract offers a competitive fixed long-term price for capacity and contributes to SDCP's procurement targets for 2025 mid-term reliability.

Below is additional information regarding Pattern Energy and the draft RAA.

## Background on Pattern:

- Pattern has 14 years of experience in renewable energy development
- Pattern operates 367 MW in wind generation projects in California.
- Pattern has placed more than 6,000 MW of wind and solar projects into service worldwide.

## Contract Overview

LA THE AVER STOL

- Product: Resource adequacy benefits from 51 MW of wind capacity from the Duran Mesa and SunZia Wind projects.
- Project location: Lincoln, Torrance and San Miguel counties, New Mexico
- Initial delivery date: January 1, 2025
- Delivery term: Between 11 years and 13 years depending on the timing of the SunZia Switch Date
- Pricing: Fixed \$/kw-month pricing with no escalation

Community Benefits and Workforce Development:

- The 3,500 MW SunZia Wind project is estimated to create approximately 2,000 construction jobs.
- Pattern provides \$50,000 annually to the Corona Landowners Association which provides scholarships to local students.
- Pattern supports the Region 9 Educational Cooperative through a grant match to support youth vocational education on a mobile wind and solar technical training program. Region 9 has built a mobile training lab that is pulled from school to school to begin teaching the basics of this fast-growing industry.
- Pattern is a Gale Force (highest tier) sponsor of KidWind which is an organization that provides training, curriculum, and educational kits to schools and teachers to educate their students about wind energy.
- SunZia Wind has received letters of support from IBEW International President, Kenneth Cooper (attachment B) and from the New Mexico Building Construction & Trades Council (attachment C).

## **COMMITTEE REVIEW**

The ECWG most recently reviewed and recommended that staff proceed with key terms of this RAA on December 12, 2023.

## **FISCAL IMPACT**

The competitive capacity pricing of the RAA is confidential, but the long-term purchase of capacity will provide SDCP with significant value and cost certainty over the term of this RAA.

## ATTACHMENTS

Attachment A: Resource Adequacy Agreement with Duran Mesa LLC

Attachment B: SunZia letter of support from IBEW

Attachment C: SunZia letter of support from the New Mexico Building Construction & Trades Council

## **RESOURCE ADEQUACY BENEFITS PURCHASE AND SALE AGREEMENT**

## **COVER SHEET**

Seller: Duran Mesa LLC, a Delaware limited liability company.

Buyer: San Diego Community Power, a California joint powers authority.

**Product**: The Resource Adequacy Benefits associated with the Contract Quantity.

## Facility:

- (i) In respect of the period from the Effective Date until the SunZia Switch Date: The Duran Mesa Wind Project.
- (ii) In respect of the period starting on the SunZia Switch Date through the remaining Contract Term: The SunZia Wind Project, subject to the terms of <u>Section 2.3</u>.

<u>Contract Quantity</u>: For each Showing Month, the Guaranteed RA Amount for such Showing Month, provided that the Contract Quantity is subject to adjustment as provided in <u>Section 3.1</u>.

**<u>Buyer's Share</u>**: The percentage, as it may change from time to time, equal to the Specified Quantity divided by the Installed Capacity.

#### Specified Quantity: 51 MW

**Delivery Term**: The period for Product delivery will commence with the Showing Month of January 2025 and continue through the end of the Showing Month in which the tenth  $(10^{\text{th}})$  anniversary of the SunZia Switch Date occurs, unless terminated earlier in accordance with the terms of this Agreement.

#### Contract Price:

Contract Year	Contract Price (\$/kW-month)
1 – 10	

#### **Delivery Point**:

- (i) Until the SunZia Switch Date: Willow Beach 500 (Branch Group: ELDORADO\_ITC), or as otherwise modified in accordance with <u>Section 2.2</u>.
- (ii) Upon and following the SunZia Switch Date: Palo Verde (Branch Group: PALOVERDE\_ITC)

#### Scheduling Coordinator: Seller (or Seller's agent)

Seller Security:

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# <u>Exhibits</u>: Exhibit A

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#### **RESOURCE ADEQUACY BENEFITS PURCHASE AND SALE AGREEMENT**

This Resource Adequacy Benefits Purchase and Sale Agreement ("<u>Agreement</u>") is entered into as of [DATE] (the "<u>Effective Date</u>"), between Buyer and Seller. Buyer and Seller are sometimes referred to herein individually as a "<u>Party</u>" and jointly as the "<u>Parties</u>."

#### RECITALS

WHEREAS, Seller owns and operates the Duran Mesa Wind Project, and Seller or its Affiliates is developing and will own and operate the SunZia Wind Project; 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 <u>Contract Definitions.</u> The following terms, when used herein with initial capitalization, shall have the meanings set forth below:

"Accepted Compliance Costs" has the meaning set forth in Section 3.6.

"<u>Affiliate</u>" 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.

"<u>Agreement</u>" has the meaning set forth in the Preamble and includes any Exhibits, schedules and any written supplements hereto, the Cover Sheet, and any designated collateral, credit support or similar arrangement between the Parties.

"Availability Incentive Payments" has the meaning set forth in the CAISO Tariff.

"<u>Bankrupt</u>" 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 thirty (30) days (provided that such thirty (30) day period shall be extended to sixty (60) days if Seller is actively contesting the petition), (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.

"Bid" has the meaning set forth in the CAISO Tariff.

"<u>Business Day</u>" means any day except a Saturday, Sunday, the Friday after the U.S. Thanksgiving holiday, 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.

"<u>Buyer</u>" has the meaning set forth on the Cover Sheet.

"Buyer's Share" has the meaning set forth on the Cover Sheet.

"<u>CAISO</u>" means the California Independent System Operator Corporation or any successor entity performing similar functions.

"<u>CAISO Grid</u>" has the same meaning as "CAISO Controlled Grid" as defined in the CAISO Tariff.

"<u>CAISO Operating Instruction</u>" has the same meaning as "Operating Instruction" as defined in the CAISO Tariff.

"<u>CAISO Tariff</u>" 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, to the extent subject to approval by FERC, as approved by FERC.

"<u>Capacity Attribute</u>" means Buyer's Share of 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 at a particular moment, including those that can be delivered to the CAISO Grid and that can be purchased and sold pursuant to the CAISO Tariff (including Resource Specific Import RA).

"<u>Change of Control</u>" means any circumstance in which (a) in respect of Buyer, the Person that has ultimate control over Buyer ceases to have such ultimate control, and (b) in the case of Seller, the Ultimate Parent ceases to have control over Seller; *provided* that, for the avoidance of doubt, it shall not be a Change of Control of Seller if the Ultimate Parent retains either (i) 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 Seller or, if there are no such rights, ownership of at least fifty percent (50%) of the equity or other ownership interest in Seller, or (ii) the right to direct the policies or

operations of Seller.

"<u>CIRA Tool</u>" means the CAISO Customer Interface for Resource Adequacy.

"Collateral Assignment Agreement" has the meaning set forth in Section 13.2.

"Commercially Reasonable MIC Efforts" has the meaning set forth in Section 2.2.

"<u>Compliance Actions</u>" has the meaning set forth in <u>Section 3.6</u>.

"<u>Compliance Expenditure Cap</u>" has the meaning set forth in <u>Section 3.6</u>.

"<u>Confidential Information</u>" has the meaning set forth in <u>Section 17.1</u>.

"<u>Contract Price</u>" has the meaning set forth on the Cover Sheet.

"<u>Contract Quantity</u>" has the meaning set forth on the Cover Sheet.

"Contract Term" has the meaning set forth in Section 2.1.

"<u>Contract Year</u>" means a period of twelve (12) consecutive months during the Delivery Term. The first Contract Year shall commence on January 1, 2025 and each subsequent Contract Year shall commence on January 1 of the subsequent calendar year.

"<u>Costs</u>" 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 expenses, including reasonable attorneys' fees, incurred by the Non-Defaulting Party in connection with terminating the Agreement.

"<u>Cover Sheet</u>" means the cover sheet to this Agreement, which is incorporated into this Agreement.

"<u>COVID-19</u>" means the pandemic disease designated COVID-19 and the related virus designated SARS-CoV-2 and any mutations thereof, or the efforts of a Governmental Authority to combat or mitigate such disease.

"<u>CPUC</u>" means the California Public Utilities Commission, or successor entity.

"<u>CPUC Decisions</u>" 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, 19-02-022, 20-06-002, 20-06-031, and any other existing or subsequent decisions, resolutions or rulings related to the resource adequacy program or any successor program, as may be amended from time to time by the CPUC.

"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. Unless otherwise indicated herein, ratings by S&P and Moody's are not equivalent, the lower rating shall apply.

"<u>Curtailment Order</u>" means any of the following:

(a) the CAISO orders, directs, alerts, or provides notice to a Party, including a CAISO Operating Instruction, to curtail deliveries of Energy from the Facility 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;

(b) a curtailment ordered by a 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 a Transmission Provider due to scheduled or unscheduled maintenance on the Transmission Provider's transmission facilities that prevents (i) Buyer from receiving or (ii) Seller from delivering Energy at the Delivery Point; or

(d) a curtailment in accordance with Seller's obligations under its Interconnection Agreement with the Participating Transmission Owner.

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

"<u>Deemed Delivered Product</u>" means, for any Showing Month, the amount of Resource Adequacy Benefits expressed in kW that Seller would have delivered to Buyer, but for Buyer's actions or inactions (including failure to obtain Sufficient Import Capability), as further described in <u>Section 3.3(f)</u>.

"<u>Defaulting Party</u>" has the meaning set forth in <u>Section 10.1(a)</u>.

"<u>Delivery Point</u>" has the meaning set forth on the Cover Sheet.

"<u>Delivery Term</u>" shall mean the period of Contract Years set forth on the Cover Sheet, unless terminated earlier in accordance with the terms and conditions of this Agreement.

"Disclosing Party" has the meaning set forth in Section 17.2.

"Duran Mesa Wind Project" the wind-powered electricity generating facility located in Torrance County, New Mexico, as further described in Exhibit A.

"<u>Early Termination Date</u>" has the meaning set forth in <u>Section 10.2(a)</u>.

"Effective Date" has the meaning set forth on the Preamble.

"Energy" means electrical energy, measured in MWh.

"Event of Default" has the meaning set forth in Section 10.1.

"Facility" has the meaning set forth on the Cover Sheet.

"FERC" means the Federal Energy Regulatory Commission or any successor government agency.

"Force Majeure Event" has the meaning set forth in Section 9.1.

"Forced Facility Outage" means an unexpected failure of one or more components of the Facility or any outage on the Transmission System that prevents Seller from making power available at the Delivery Point and that is not the result of a Force Majeure Event.

"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.

"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.

"Guaranteed RA Amount" means



"<u>Guarantor</u>" means (a) (i) Pattern Energy Group LP, (ii) Western Spirit B Member LLC, (iii) SunZia B Member LLC, or (iv) any Person 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

and (D) is incorporated or organized in a jurisdiction of the United States and is in good standing in such jurisdiction, and (b) that executes and delivers a Guaranty for the benefit of Buyer.

"<u>Guaranty</u>" means a guaranty from a Guarantor provided for the benefit of Buyer substantially in the form attached as <u>Exhibit C</u>, or as reasonably acceptable to Buyer.

"<u>Import Capability</u>" means the amount of the Maximum Import Capability at the applicable Intertie allocated by the CAISO to Buyer, which Buyer shall use to support the deliveries of Resource Adequacy Benefits from the Facility to the Delivery Point.

"Indemnified Party" has the meaning set forth in Section 15.1(a).

"Indemnifying Party" has the meaning set forth in <u>Section 15.1(a)</u>.

"Installed Capacity" means, in respect of periods (i) prior to the SunZia Switch Date, the nameplate capacity of the Duran Mesa Wind Project as set forth in Exhibit A, and (ii) from and after the SunZia Switch Date, the nameplate capacity of the SunZia Wind Project at the point of interconnection (which point of interconnection is specified in the Interconnection Agreement for the SunZia Wind Project), as evidenced by a commercial operation certificate delivered in accordance with Section 2.3(d), and as it may be updated by Seller by delivery of a subsequent certificate from a Licensed Professional Engineer.

"<u>Interconnection Agreement</u>" means the interconnection agreement entered into by Seller pursuant to which the Facility will be interconnected with the PTO's Transmission System.

"<u>Interconnection Facilities</u>" means the interconnection facilities, control and protective devices and metering facilities required to connect the SunZia Wind Project with the PTO's Transmission System in order to meet the terms and conditions of this Agreement.

"Interest Rate" has the meaning set forth in Section 7.2.

"Intertie" has the meaning set forth in the CAISO Tariff.

"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 October 1, 2019 as amended, under which Buyer is organized as a Joint Powers Authority in accordance with the Joint Powers Act.

"<u>kW</u>" means kilowatts measured in alternating current.

"<u>Law</u>" 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 Duran Mesa Wind Project or the SunZia Wind Project, whether that financing or refinancing takes the form of private debt, 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 Duran Mesa Wind Project or the SunZia Wind Project or purchasing equity ownership interests of Seller and/or its Affiliates, and any trustee or agent 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 Duran Mesa Wind Project or the SunZia Wind Project.

"Letter(s) of Credit" means one or more irrevocable, standby letters of credit (a) 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, and (b) in a form substantially similar to the letter of credit set forth in <u>Exhibit B</u> or as otherwise reasonably acceptable to the Party that is the beneficiary of the Letter of Credit.

"Licensed Professional Engineer" means either (i) DNV Energy USA Inc., (ii) UL Services Group LLC, (iii) any independent engineer retained by the Lenders, or on their behalf under customary terms and conditions, in connection with a financing of the Duran Mesa Wind Project or the SunZia Wind Project, which engineer, employee or principal thereof (a) is licensed to practice engineering in New Mexico, (b) has training and experience in the power industry specific to the technology of the Duran Mesa Wind Project or the SunZia Wind Project, (c) is not a representative of a consultant, engineer, contractor, designer or other individual involved in the development of the Duran Mesa Wind Project or the SunZia Wind Project or of a manufacturer or supplier of any equipment installed at the Duran Mesa Wind Project or the SunZia Wind Project other than as the independent engineer for the Lenders, and (d) is licensed in an appropriate engineering discipline for the required certification being made, or (ii) a person acceptable to Buyer in its reasonable judgment.

"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.

"<u>Maximum Import Capability</u>" has the meaning set forth in the CAISO Tariff, and includes any replacement or successor metric used by the CAISO with respect to the ability of generating units that are external to the CAISO balancing authority area to provide Resource Adequacy Benefits.

"Moody's means Moody's Investors Service, Inc., or its successor.

"<u>MW</u>" means megawatts measured in alternating current.

"<u>Net Qualifying Capacity</u>" has the meaning set forth in the CAISO Tariff.

"Non-Availability Charges" has the meaning set forth in the CAISO Tariff.

"<u>Non-Defaulting Party</u>" has the meaning set forth in <u>Section 10.2</u>.

"<u>Notice</u>" 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 communication (including email or other electronic means).

"<u>Notification Deadline</u>" means, for any Showing Month, the date that is five (5) Business Days before the deadline for the submission of Buyer's Resource Adequacy Plan for such Showing Month.

"<u>Participating Transmission Owner</u>" or "<u>PTO</u>" means an entity that owns, operates and maintains the Transmission System or distribution lines and associated facilities and/or has entitlements to use certain transmission or distribution lines and associated facilities where the Facility is interconnected. For purposes of this Agreement, the Participating Transmission Owner is set forth in <u>Exhibit A</u>.

"<u>Party</u>" has the meaning set forth in the Preamble.

"<u>Parties</u>" has the meaning set forth in the Preamble.

"Permitted Transferee" means

"<u>Person</u>" 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.

"<u>Planned Outage</u>" means a period during which the Facility is either in whole or in part not capable of providing service due to planned maintenance which has been scheduled in advance, subject to the following: during each period from June 1 to October 31 during the Delivery Term, Seller shall not schedule any non-emergency maintenance of the Facility which reduces the energy generation capability of the Facility by more than **service** unless (i) such outage is required to avoid an emergency or damage to the Facility or its interconnection facilities, (ii) such maintenance is necessary to maintain equipment warranties or is otherwise in accordance with equipment manufacturer recommendations and cannot reasonably be scheduled outside such period, (iii) such outage is in connection with a Force Majeure Event, (iv) such outage is required by applicable Law, the requirements of CAISO, a Transmission Provider and/or any other applicable Governmental Authority, or Prudent Operating Practices, (v) such outage is required for safety reasons, or (vi) the Parties agree otherwise in writing.

"<u>PPA Provider</u>" has the meaning set forth in the Security Agreement.

"<u>Product</u>" has the meaning set forth on the Cover Sheet.

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

"Project Bifurcation" has the meaning set forth in <u>Section 2.3(f)</u>.

"<u>Project Transition</u>" has the meaning set forth in <u>Section 2.3(f)</u>.

"<u>Prudent Operating Practice</u>" means the practices, methods and standards of professional care, skill and diligence engaged in or approved by a significant portion of the utility-scale wind energy industry for facilities of similar size, type and design, that, in the exercise of reasonable judgment, in light of the facts known at the time, would have been expected to accomplish results consistent with Law, reliability, safety, environmental protection, applicable codes, and standards of economy and expedition. Prudent Operating Practice is not necessarily defined as the optimal standard practice method or act to the exclusion of others, but rather refer to a range of actions reasonable under the circumstances.

"<u>RA Compliance Showing</u>" means the resource adequacy compliance or advisory showings (or similar or successor showings) that Buyer is required to make to the CAISO pursuant to the CAISO Tariff, or to the CPUC (and, to the extent authorized by the CPUC, to the CAISO) pursuant to the CPUC Decisions.

"<u>**RA Deficiency Amount**</u>" has the meaning set forth in <u>Section 3.4(a)</u>.

"**RA Deficiency Amount Cap**" means the maximum RA Deficiency Amount Seller shall pay to Buyer pursuant to Section 3.4(a), equal to

"<u>**RA Shortfall Amount**</u>" means, in each month, the difference (expressed in kW) of the Contract Quantity for such month, <u>minus</u> the amount of Resource Adequacy Benefits delivered to Buyer for such month, <u>minus</u> any Deemed Delivered Product for such month.

"<u>Real-Time Market</u>" has the meaning set forth in the CAISO Tariff.

"<u>Receiving Party</u>" has the meaning set forth in <u>Section 18.2</u>.

"<u>**Replacement Product**</u>" means Resource Adequacy Benefits from a facility other than the Facility (as determined at the time of provision of Replacement Product) provided by Seller to Buyer in accordance with <u>Section 3.4(b)</u>.

"<u>Resource Adequacy Benefits</u>" means the rights and privileges attached to Buyer's Share of the Capacity Attributes available from the Facility that satisfy any entity's resource adequacy obligations, as those obligations are set forth in the CPUC Decisions and any subsequent CPUC ruling or decision and shall include any local, zonal or otherwise locational attributes associated with the Facility (or other facility with regard to Replacement Product).

"Resource Adequacy Plan" has the meaning set forth in the CAISO Tariff.

**<u>Resource Adequacy Requirement</u>**" means the capacity procurement obligations established by the CPUC pursuant to the CPUC Decisions, or by CAISO pursuant to the CAISO Tariff, or any other regional entity.

"<u>Resource Specific Import RA</u>" means Capacity Attributes from a resource located outside of the CAISO Control Area (as defined in the CAISO Tariff) that is listed on the CPUC Net Qualifying Capacity list and that satisfies all other applicable requirements under the CPUC Decisions for delivery of Resource Adequacy Benefits, other than requirements that are required to be satisfied by Buyer pursuant to <u>Section 3.3(f)</u>.

"<u>S&P</u>" means the Standard & Poor's Financial Services, LLC (a subsidiary of The McGraw-Hill Companies, Inc.) or its successor.

"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 7.9.

"<u>Seller</u>" has the meaning set forth on the Cover Sheet.

"<u>Seller Security</u>" means at Seller's option (i) cash (ii) a Letter of Credit, and/or (iii) a Guaranty, in the amount set forth on the Cover Sheet.

"<u>Settlement Amount</u>" 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.

"<u>Showing Month</u>" means the calendar month of the Delivery Term that is the subject of an RA Compliance Showing. For illustrative purposes only, pursuant to the applicable CPUC Decisions in effect as of the Effective Date, the RA Compliance Showing made in June is for the Showing Month of August.

"Specified Quantity" has the meaning set forth on the Cover Sheet.

"<u>Subsequent Buyer</u>" means the purchaser of Product from Buyer in a re-sale of Product by Buyer.

"<u>Sufficient Import Capability</u>" means Import Capability at the applicable Intertie in the amount of the Guaranteed RA Amount.



"<u>SunZia Transfer</u>" has the meaning set forth in <u>Section 2.3(a)</u>.

"<u>SunZia Transmission Line</u>" means that certain 3,000-MW high-voltage (+/-525-kV) transmission line originating at the Point of Interconnection (as defined in the Interconnection Agreement) in New Mexico and terminating near Phoenix, Arizona. The western terminus of the line will connect to the 500-kV Pinal Central Substation.

"<u>SunZia Wind North</u>" means that portion of the Facility identified as SunZia North in <u>Exhibit A</u>.

"<u>SunZia Wind Project</u>" means the wind-powered electricity generating facility to be located in Lincoln, Torrance and San Miguel Counties, New Mexico, as further described in <u>Exhibit A</u>.

"<u>SunZia Wind South</u>" means that portion of the Facility identified as SunZia South in <u>Exhibit A</u>.

"Supply Plan" has the meaning set forth in the CAISO Tariff.

"<u>System Emergency</u>" means any condition that: (a) requires, as determined and declared by CAISO, the PTO or a 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, and (b) directly affects the ability of any Party to perform under any term or condition in this Agreement, in whole or in part.

"<u>Tax</u>" or "<u>Taxes</u>" 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.

"<u>Terminated Transaction</u>" has the meaning set forth in <u>Section 10.2(a)</u>.

"Termination Payment" has the meaning set forth in Section 10.3.

"<u>Transmission Provider</u>" means any entity or entities transmitting or transporting the Product on behalf of Seller or Buyer to or from the Delivery Point, including the Participating Transmission Owner.

"<u>**Transmission System</u>**" means the transmission facilities operated by the Transmission Provider(s), now or hereafter in existence, which provide energy transmission service upstream to or downstream from the Delivery Point.</u>

## 1.2 **<u>Rules of Interpretation</u>**.

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 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;

assigns;

(f) a reference to a Person includes that Person's successors and permitted

(g) the term "including" means "including 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;

(m) references to "reasonably acceptable" shall require that the Party with discretion shall not unreasonably withhold, delay or condition its approval; 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

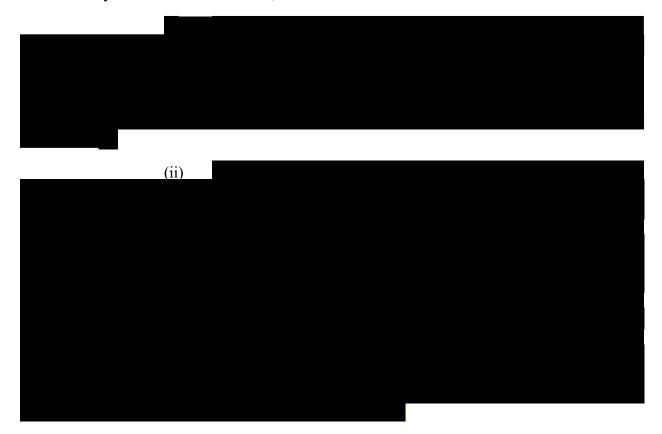
## 2.1 <u>Contract Term</u>.

(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 ("<u>Contract Term</u>").

(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 <u>Article 17</u> shall remain in full force and effect for following the termination of this Agreement, all indemnity obligations shall remain in full force and effect for following termination of this Agreement, all audit rights shall remain in full force and effect for following the termination of the Seller Security less any amounts drawn in accordance with this Agreement shall remain in full force and effect following the termination of this Agreement.

2.2 <u>Import Capability</u>. Buyer shall participate in CAISO's process for allocating Maximum Import Capability and take necessary actions to obtain Sufficient Import Capability at the Delivery Point, which shall include timely submission by Buyer of a request to CAISO specifying a requested volume of the Maximum Import Capability at such Intertie that is not less than the Sufficient Import Capability ("<u>Commercially Reasonable MIC Efforts</u>").

(a) Buyer shall use Commercially Reasonable MIC Efforts to obtain Sufficient Import Capability at the CAISO Intertie Willow Beach 500 (Branch Group: ELDORADO\_ITC), or at such other Intertie as is mutually acceptable to both Parties, for each calendar year of the Delivery Term until the SunZia Switch Date. To the extent that Buyer obtains Import Capability at a mutually acceptable Intertie other than Willow Beach 500 (Branch Group: ELDORADO\_ITC) in accordance with the preceding sentence, unless otherwise agreed by the Parties, such Intertie shall be considered the Delivery Point hereunder until the SunZia Switch Date. Buyer shall provide Notice to Seller of the amount of Import Capability at the Delivery Point that it obtains for 2025 no later than the formation of If Buyer fails to obtain Sufficient Import Capability at the CAISO Intertie Willow Beach 500 for calendar year 2025 by the state of the using Commercially Reasonable MIC Efforts, then



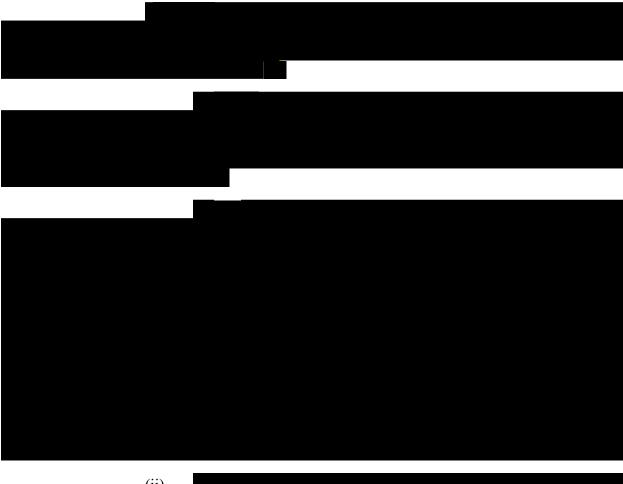
2.3 <u>SunZia Transfer</u>. Seller shall provide the Product from the SunZia Wind Project on and after the SunZia Switch Date (the "<u>SunZia Transfer</u>"), subject to the following terms:

Each calendar month until the SunZia Wind Project achieves commercial operation, Seller shall provide to Buyer a Progress Report. The content of the Progress Report is set forth in <u>Exhibit E</u>. Seller shall also provide Buyer with any reasonably requested documentation (subject to availability and confidentiality restrictions) directly related to the items discussed in the Progress Reports within ten (10) Business Days of receipt of such request.

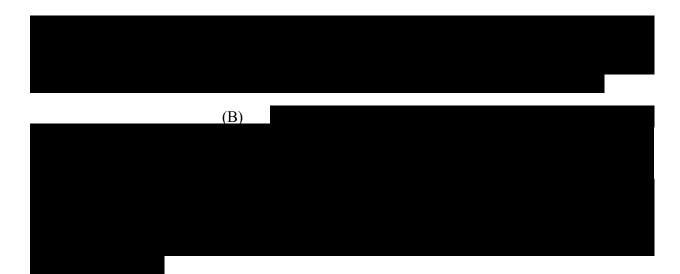
(b) No later than Seller shall provide Notice to Buyer of Seller's expectation as to whether it will effect the SunZia Transfer for deliveries of Product during . If Seller informs Buyer that Seller intends to effect the SunZia Transfer in , Buyer shall use Commercially Reasonable MIC Efforts to obtain Sufficient Import Capability at the CAISO Intertie Palo Verde (Branch Group: PALOVERDE ITC) for

Buyer shall provide to Seller a copy of such request to CAISO promptly upon submission. Buyer shall provide Notice to Seller of the amount of Maximum Import Capability that it has obtained through the CAISO process for the amount of Maximum Import Capability Verde (Branch Group: PALOVERDE\_ITC) no later than the along with a copy of CAISO's notice to Buyer of such amount. If Buyer fails to obtain Sufficient Import Capability at the Delivery Point for any Showing Month of the along with a commercially Reasonable MIC Efforts, the SunZia Transfer shall not occur in

(c) Seller shall provide Notice to Buyer at least before the date on which Seller anticipates the SunZia Transfer is to occur. If the SunZia Switch Date does not occur during between the Seller shall use commercially reasonable efforts to effect the SunZia Transfer for deliveries of Product in before (subject to Section 2.3(d) below), by providing Notice to Buyer on or before (subject to Section 2.3(d) below), by providing Notice to Buyer on or before (subject to Section 2.3(d) below).







(d) The Parties acknowledge and agree that (i) the SunZia Transfer shall not take place until (x) the SunZia Wind Project has commenced commercial operation and is capable of delivering the Product to Buyer as set forth herein and Seller has provided to Buyer a commercial operation certificate from a Licensed Professional Engineer in substantially the form of Exhibit F, and (y) Buyer has obtained Sufficient Import Capability at the CAISO Intertie Palo Verde (Branch Group: PALOVERDE\_ITC), and (ii) any delay in the SunZia Switch Date due to the failure of the SunZia Wind Project to achieve commercial operation, including any such delay following Seller's delivery of Notice pursuant to Sections 2.3(b) and/or 2.3(c) above, shall not be a breach or default of Seller under this Agreement.

(e) Subject to <u>Section 2.3(f)</u> below, on and after the SunZia Switch Date and through the remainder of the Delivery Term, the Product shall be provided from the SunZia Wind Project, except for Replacement Product described in <u>Section 3.4(b)</u>. No later than thirty (30) days before the SunZia Switch Date, Seller shall provide to Buyer a revised <u>Exhibit A</u> with complete information for the SunZia Wind Project, a commercial operation certificate for the SunZia Wind Project in a form reasonably acceptable to Buyer, and any other information reasonably requested by Buyer.







## ARTICLE 3 PURCHASE AND SALE

3.1 <u>Sale of Product</u>. Subject to the terms and conditions of this Agreement, during the Delivery Term, Seller shall sell and deliver to Buyer, and Buyer shall purchase from Seller at the applicable Contract Price, the Product in the amount of the Contract Quantity. Except for Replacement Product described in <u>Section 3.4(b)</u>, the Product shall be provided from the Facility. For the avoidance of doubt, the Product does not include Energy, environmental attributes, renewable energy credits, ancillary services, tax or other financial incentives, or any other similar

product or benefit; and Seller has the right to sell, transfer, utilize or retain such products and benefits in its sole discretion and to receive and incur all market revenues and costs associated with such products and benefits. Seller may reduce the Contract Quantity, from time to time, to account for (a) Buyer's Share of the reduction in Facility output due to Planned Outages (subject to Buyer's receipt of Notice of such Planned Outages before the Notification Deadline), (b) the amount of Import Capability that Buyer obtains, (c) Force Majeure Events, and (d) changes in Law that would require Seller to incur any costs in connection with Compliance Actions that exceed the Compliance Expenditure Cap and that Buyer has not agreed to accept as Accepted Compliance Costs as set forth in Section 3.6 ("Change in Law"). The Parties also acknowledge that the Contract Quantity may vary from time to time as a result of changes by the CPUC or CAISO to the Net Qualifying Capacity of the Facility and/or the amount of Resource Adequacy Benefits available from the Facility. No later than the Delivery Term, and then no later than the of each subsequent calendar year during the Delivery Term, Seller shall provide to Buyer a non-binding forecast of each month's expected amount of Product, in MW, for each month of the ensuing calendar year. No later than the Notification Deadline, Seller shall provide to Buyer a statement showing the Contract Quantity for the upcoming Showing Month.

## 3.2 **Compensation**.

## 3.3 **Resource Adequacy Benefits**.

(a) Throughout the Delivery Term, Seller grants, pledges, assigns and otherwise commits to Buyer all of the Resource Adequacy Benefits associated with the Contract Quantity, as such amount may be adjusted pursuant to this Agreement.

(b) Throughout the Delivery Term, Seller shall take all commercially reasonable actions consistent with the operating restrictions of the Facility and Prudent Operating Practice to ensure that the Facility qualifies to provide the Resource Adequacy Benefits to Buyer. Throughout the Delivery Term, Seller hereby covenants and agrees to transfer all Resource Adequacy Benefits associated with the Contract Quantity, as such amount may be adjusted pursuant to this Agreement, to Buyer.

(c) For the duration of the Delivery Term, Seller shall take all commercially reasonable actions, including complying with all applicable registration and reporting requirements, and execute any and all documents or instruments reasonably necessary to enable Buyer to use all of the Resource Adequacy Benefits associated with the Contract Quantity pursuant to this Agreement, including submitting Supply Plans in accordance with CAISO and CPUC requirements. Seller and Buyer shall coordinate prior to the Delivery Term to enable Buyer to include the Contract Quantity in the 2025 year-ahead annual Supply Plan, and the applicable monthly Supply Plans during the Delivery Term starting with the Showing Month of January, 2025. For illustrative purposes only, as of the Effective Date, the applicable CAISO deadlines for the submission of Supply Plans and Resource Adequacy Plans are as follows: (A) forty-five (45)

days prior to the Showing Month for monthly Supply Plans; and (B) the last Business Day of October that is prior to commencement of the year for the annual Supply Plans. The Parties acknowledge and agree that such dates may be modified by the CAISO from time to time throughout the Delivery Term.

(d) If CAISO rejects either the Supply Plan or the Resource Adequacy Plan with respect to any part of the Contract Quantity in any Showing Month, the Parties shall confer, make such corrections as are necessary for acceptance, and resubmit the corrected Supply Plan or Resource Adequacy Plan for validation before the applicable deadline for the Showing Month.

(e) The Product is delivered and received when the CIRA Tool shows that the Supply Plan submitted in compliance with all applicable requirements, including the requirements of this Agreement, has been accepted for the Product by CAISO. Seller shall not have failed to deliver the Contract Quantity if Buyer fails to submit the Contract Quantity, as specified by Seller, in its Resource Adequacy Plan with the CPUC or CAISO, or the Supply Plan and the relevant Resource Adequacy Plan are not matched due to Buyer's failure to comply with its obligations under this Agreement.

(f)Buyer acknowledges that it will be required to take certain actions and obtain certain rights at the Delivery Point in order to make use of the Resource Adequacy Benefits associated with the Product (including obtaining and maintaining Sufficient Import Capability as set forth in Sections 2.2 and 2.3(c)), in each case as may be required under applicable Law and as may change from time to time, and Seller shall have no liability for the failure to make available to Buyer the Resource Adequacy Benefits associated with the Product if such failure is due to Buyer's failure to obtain Sufficient Import Capability. Upon Buyer's request, Seller shall use commercially reasonable efforts to support Buyer in obtaining Sufficient Import Capability. To the extent Buyer does not or cannot maintain Sufficient Import Capability or any other rights or capacities necessary to support the importation of the Guaranteed RA Amount into the CAISO or otherwise receive or utilize the Resource Adequacy Benefits, for reasons other than a Seller failure under this Agreement or the inability of Seller to maintain the Facility as (i) a Dynamic System Resource (as defined in the CAISO Tariff) or otherwise ensure that the Product can be delivered to Buyer at the applicable Delivery Point as contemplated under this Agreement (in the case of the Duran Mesa Wind Project) or (ii) a Pseudo-Tie (as defined in the CAISO Tariff) resource or otherwise ensure that the Product can be delivered to Buyer at the applicable Delivery Point as contemplated under this Agreement (in the case of the SunZia Wind Project), in each case as defined in the CAISO Tariff, the Resource Adequacy Benefits that are not imported or that cannot be imported shall constitute Deemed Delivered Product.

# 3.4 **Buyer Remedies for Seller Failure to Deliver Contract Quantity**.



Payment by Seller of amounts owing under this Section 3.4(a) shall

be Buyer's sole and exclusive remedy for any failure of Seller to deliver Product in the amount of the Contract Quantity hereunder. Notwithstanding anything herein to the contrary, Seller shall have no liability to Buyer under this Agreement for any failure by Seller to deliver Product hereunder to the extent that such failure results from (a) Buyer's failure to obtain Sufficient Import Capability or otherwise to comply with its obligations hereunder, (b) Forced Facility Outages, (c) Changes in Law (subject to the Compliance Expenditure Cap), (d) Planned Outages (subject to Buyer's receipt of Notice of such Planned Outages before the Notification Deadline), or (e) Force Majeure Event.



## 3.5 **Buyer's Re-Sale of Product**.

(a) Buyer may re-sell all or part of the Product; provided that any such re-sale must not increase Seller's obligations hereunder other than as explicitly set forth in this <u>Section 3.5(a)</u>. For any resale, the Resource Adequacy Plan of Buyer as used herein will refer to the Resource Adequacy Plan of Subsequent Buyer. Seller shall follow Buyer's instructions with respect to providing such resold Product to Subsequent Buyers, to the extent such instructions are consistent with Seller's obligations (including with respect to timing) under this Agreement. Seller shall take all commercially reasonable actions, including execution of all documents or instruments reasonably necessary to allow such Subsequent Buyers to use such resold Product in a manner consistent with Buyer's rights under this Agreement. If Buyer incurs any liability to a Subsequent Buyer due to the failure of Seller to comply with this Agreement if Buyer had not resold the Product and Buyer shall indemnify and hold Seller harmless from any liability that Seller may incur to the Subsequent Buyer.

(b) Buyer shall notify Seller in writing of any resale of Product and the Subsequent Buyer no later than ten (10) Business Days before Seller's deadline for the submission of its Supply Plan for the relevant Showing Month for which Buyer has resold Product.

(c) If CAISO or CPUC develops a centralized capacity market, Buyer shall have the exclusive right to direct Seller to offer, bid, or otherwise submit the Contract Quantity for re-sale into such market, and Seller shall comply with Buyer's direction and Buyer shall retain and receive all revenues from such re-sale; provided that Seller shall not be obligated to incur any

incremental costs or risks associated with any participation in such market, Seller shall not be obligated to change the manner in which it operates the Facility and Buyer will enter into such agreements and provide such other assurances as Seller may reasonably request in connection with any participation by Seller in such market.

3.6 <u>Compliance Expenditure Cap</u>. Notwithstanding anything herein to the contrary, if Seller establishes to Buyer's reasonable satisfaction that a change in Law occurring after the Effective Date has increased Seller's out-of-pocket costs above the costs that could reasonably have been contemplated as of the Effective Date to take all actions to comply with Seller's obligations under the Agreement with respect to obtaining, maintaining, conveying or effectuating Buyer's use of (as applicable), the Product, then the Parties agree that the maximum amount of out-of-pocket costs and expenses Seller shall be required to bear during any Contract Year shall be capped at and in the aggregate during the Delivery Term shall be capped at ("Compliance Expenditure Cap"):

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 "<u>Compliance Actions</u>."

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 reasonably demonstrating such anticipated out-of-pocket expenses.

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 reasonably incurred costs that exceed the Compliance Expenditure Cap specified in such Notice (such Buyer-agreed upon costs, the "<u>Accepted Compliance Costs</u>"), or (2) waive Seller's obligation to take such Compliance Actions, or any part thereof, for which Buyer has not agreed to reimburse Seller; *provided*, if in any Contract Year, Seller's costs to take Compliance Actions exceed the annual Compliance Expenditure Cap: (i) Buyer may pay to Seller any reasonably demonstrated amounts that Seller expends in connection with Compliance Actions that are over the annual Compliance Expenditure Cap; (ii) in the following Contract Year, Seller shall reimburse Buyer for all such amounts paid by Buyer up to <u>solution</u>, and provided that all

such reimbursed amounts in combination with all other Seller costs and expenses associated with Compliance Actions shall not exceed

in the aggregate over the Contract Term; and (iii) such reimbursed amounts shall be considered costs and expenses associated with Compliance Actions and shall count towards the current annual and aggregate Compliance Expenditure Cap; for the avoidance of doubt, in no case shall Seller be required to bear any unreimbursed costs in connection with Compliance Actions (including those associated with a reimbursement by Seller of Buyer payments hereunder) in any Contract Year or in the aggregate in excess of the respective Compliance Expenditure Cap. If Buyer does not respond to a Notice given by Seller under this <u>Section 3.6</u> 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 obligations to take, and no liability for a failure to take, such Compliance Actions for the remainder of the Contract Term.

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 Buyer, 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. If Buyer agrees to reimburse Seller for the Accepted Compliance Costs for less than all of the costs that exceed the Compliance Expenditure Cap, Seller shall only be obligated to take the Compliance Actions covered by the Accepted Compliance Costs.

The term "commercially reasonable efforts" as used in <u>Section 3.3</u> means efforts consistent with and subject to this <u>Section 3.6</u>.

## ARTICLE 4 SCHEDULING COORDINATION AND CAISO REVENUES

## 4.1 <u>Scheduling Coordinator Responsibilities</u>.

(a) <u>Seller as Scheduling Coordinator for the Facility</u>. Seller shall be the Scheduling Coordinator or designate a qualified third party to provide Scheduling Coordinator services with the CAISO for the Facility for the delivery of the Product at the Delivery Point. Seller shall determine in its sole discretion how to Bid and schedule the Energy from the Facility into each of the Day-Ahead Market and Real-Time Market; provided that Seller shall do so in accordance with the CAISO Tariff and in a manner that permits the delivery of the Product hereunder. Buyer is not liable for the failure of Seller or the Facility's SC, owner, or operator to comply with the Tariff, and for any penalties, fines or costs imposed on Seller or the Facility's SC, owner, or operator for noncompliance.

(b) <u>CAISO Costs and Revenues</u>. Seller shall be responsible for all CAISO costs (including penalties, imbalance energy charges, and other charges) and shall be entitled to all CAISO revenues (including credits, imbalance energy payments, and other payments), including costs and revenues associated with CAISO dispatches, bid cost recovery, Inter-SC Trade credits, ancillary services revenues or other credits in respect of the Energy scheduled or delivered from the Facility. Buyer shall be responsible for all CAISO costs associated with obtaining an allocation of Import Capability at the Delivery Point and shall be entitled to receive and retain any capacity and availability revenues under the Capacity Procurement Mechanism, or its successor, associated with the Contract Quantity of Product. Any Availability Incentive Payments or Non-Availability Charges are for Seller to receive and pay.

(c) <u>Master File and Resource Data Template</u>. Seller shall provide the data to the CAISO (and to Buyer) that is required for the CAISO's Master File and Resource Data Template (or successor data systems) for the Facility consistent with this Agreement.

## ARTICLE 5 TAXES

5.1 <u>Allocation of Taxes and Charges</u>. 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 delivery of Product to Buyer, that are imposed on Product prior to the Delivery Point. Buyer shall pay or cause to be paid all Taxes on or with respect to the delivery to and purchase by Buyer of the Product that are imposed on Product at and from the Delivery Point (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, the exempted Party shall provide the other Party with all necessary documentation within thirty (30) days after the Effective Date to evidence such exemption or exclusion. If the exempted Party does not provide such documentation, then such Party shall indemnify, defend, and hold the other Party harmless from any liability with respect to Taxes from which the exempted Party claims it is exempt.

5.2 <u>Cooperation</u>. 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*, *however*, that 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.

## ARTICLE 6 MAINTENANCE OF THE FACILITY

6.1 <u>Maintenance of the Facility</u>. Seller 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 <u>Maintenance of Health and Safety</u>. 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 on <u>Exhibit D</u> Notice of such condition. Such action may include disconnecting and removing all or a portion of the Facility, or suspending the supply of Product to Buyer.

6.3 <u>System Resource</u>. Seller shall, in compliance with all applicable requirements of the CAISO Tariff for such resources, either (a) (i), maintain the Duran Mesa Wind Project as a Dynamic System Resource (as defined in the CAISO Tariff) from the Effective Date to the SunZia Switch Date, and/or (ii) maintain the SunZia Wind Project as a Pseudo-Tie (as defined in the CAISO Tariff) resource from the SunZia Switch Date through the remainder of the Delivery Term, or (b) otherwise ensure that the Product can be delivered to Buyer at the applicable Delivery Point as contemplated under this Agreement.

## ARTICLE 7 INVOICING AND PAYMENT; CREDIT

7.1 **Invoicing**. Seller shall make good faith efforts to deliver an invoice to Buyer no

sooner than fifteen (15) days after the end of each Showing Month. Each invoice shall provide Buyer (a) CAISO and other transaction data sufficient to document and verify the amount of Product delivered during the applicable month, (b) the Contract Price, and (c) any additional information reasonably requested by Buyer. Seller shall provide Buyer access to any records, including invoices or settlement data from the CAISO, necessary to verify the accuracy of any amount. Each invoice shall be in an electronic format specified by Buyer (e.g., PDF, .xlsx).

7.2 **Payment**. Buyer shall make payment to Seller by wire transfer or ACH payment to the bank account provided on each monthly invoice. Buyer shall pay undisputed invoice amounts within twenty five (25) days after the end of the prior monthly delivery period; provided, if Seller delivers an invoice to Seller after the fifteenth (15<sup>th</sup>) day following the end of the prior monthly delivery period, Buyer shall pay undisputed invoice amounts no later than the tenth (10<sup>th</sup>) day following delivery of such invoice. 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 (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.

7.3 <u>Books and Records</u>. 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' prior 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 (subject to the two (2) year retention requirement of the preceding sentence) pertaining to all invoices generated pursuant to this Agreement; *provided*, Seller's books and records shall be subject to redaction by Seller with respect to Confidential Information. Seller acknowledges that in accordance with California Government Code Section 8546.7, Seller may be subject to audit by the California State Auditor with regard to Seller's performance of this Agreement, for a period of three (3) years after final payment hereunder, because the compensation under this Agreement exceeds \$10,000.

7.4 **<u>Payment Adjustments: Billing Errors</u>**. Payment adjustments shall be made if Buyer or Seller discovers there have been good faith inaccuracies in invoicing that are not otherwise disputed under <u>Section 7.5</u>. If the required adjustment is in favor of Buyer, Buyer's 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 at the Interest Rate, until settled in full, in accordance with <u>Section 7.2</u>, accruing from the date on which the non-erring Party received Notice thereof.

7.5 <u>Billing Disputes</u>. 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 ten (10) 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 upon request or deducted by the Party receiving such overpayment from subsequent payments, with interest accrued at the Interest Rate from and including the date of such overpayment but excluding the date repaid or deducted by the Party receiving such overpayment. Any dispute with respect to an invoice is waived if the other Party is not notified in accordance with this Section 7.5 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.

7.6 <u>Netting of Payments</u>. 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 undisputed 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 <u>Section 3.4</u>, and payments or credits, shall be netted so that only the excess amount remaining due shall be paid by the Party who owes it.

Seller Security. To secure its obligations under this Agreement, Seller shall deliver 7.7 Seller Security to Buyer. The Seller Security shall be delivered to Buyer on or before October 1, 2024. If the Seller Security is in the form of a Letter of Credit, it shall be substantially in the form set forth in Exhibit B. If the Seller Security is in the form of a Guaranty, it shall be in the form set forth in Exhibit C. Seller shall maintain the Seller Security in full force and effect until the following have occurred: (A) the Delivery Term has expired or terminated early; and (B) all payment obligations of the Seller arising 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 Seller Security. Within ten (10) Business Days following a draw by Buyer on the Seller Security for any reason other than a Termination Payment, Seller shall replenish the Seller Security to the applicable amount or replace the Seller Security with a new form of Seller Security meeting the requirements of this Agreement in the required amount. Seller shall have no obligation to replenish the Seller Security following a draw thereupon by Buyer to satisfy a Termination Payment. If and to the extent that any portion of the Seller Security is a Letter of Credit and the issuer of such Letter of Credit (i) fails to maintain a Credit Rating of at least "A-" by S&P or "A3" by Moody's, (ii) fails to honor Buyer's properly documented request to draw on such Letter of Credit, or (iii) becomes Bankrupt, Seller shall have ten (10) Business Days to post substitute collateral that meets the requirements set forth in the definition of Seller Security. If and to the extent that any portion of the Seller Security is a Guaranty, Seller shall (i) provide prompt Notice to Buyer if Guarantor becomes

Bankrupt or otherwise fails to meet the criteria for an acceptable Guarantor as set forth in clauses (c) and (d) of the definition of Guarantor, but not later than ten (10) Business Days after Seller becomes aware of such development and (ii) post substitute collateral that meets the requirements set forth in the definition of Seller Security within ten (10) Business Days.

7.8 **<u>Financial Statements</u>**.



(b) Buyer shall provide to Seller, both upon request and as indicated below: (a) within ninety (90) days following the end of each fiscal quarter, an unaudited quarterly financial statement of Buyer (including a balance sheet and statements of income and cash flows) prepared in accordance with generally accepted accounting principles as promulgated by the Government Accounting Standards Board in the United States, consistently applied; (b) within one hundred and eighty (180) days following the end of each fiscal year, annual financial statements of Buyer (including a balance sheet and statements of income and cash flows) prepared in accordance with the requirements of California law applicable to Joint Powers Authorities; (c) as available, Buyer's annual report; (d) reserve levels; (e) subscription and opt out rates; and (f) other financial and operational information as may be reasonably requested by the Seller's financing parties from time to time; provided that nothing in this <u>Section 7.8(b)</u> shall require Buyer to provide information that is not generally available to Buyer as part of its normal accounting and financing reporting processes.

7.9 **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 ("<u>Security Interest</u>") in, and lien on (and right to net against), and assignment of the Seller Security, any other cash collateral and cash equivalent collateral posted by Seller 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 Seller Security, Buyer may do any one or more of the following (in each case subject to the final sentence of this Section 7.9):

(a) Exercise any of its rights and remedies with respect to the Seller Security, as applicable, 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 Seller Security; and

(c) Liquidate all Seller 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.

(d) 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 these obligations are satisfied in full.



# ARTICLE 8 NOTICES

8.1 <u>Addresses for the Delivery of Notices</u>. Any Notice required, permitted, or contemplated hereunder shall be in writing, shall be addressed to the Party to be notified at the physical or electronic addresses set forth on <u>Exhibit D</u> or at such other address or addresses as a Party may designate for itself from time to time by Notice hereunder.

8.2 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 email or other electronic means), at the time indicated by the time stamp upon delivery; 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. In addition, for any Notice sent pursuant to (a), (b) or (d) above, the Party sending such Notice shall send a courtesy copy by email to the email address provided in <u>Exhibit D</u>.

# ARTICLE 9 FORCE MAJEURE

# 9.1 **Definition**.

(a) "<u>Force Majeure Event</u>" 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, which event or circumstance was not anticipated as of the Effective Date and despite the exercise of 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, or pandemic, including COVID-19 (but only to the extent that new governmental rules or mandates related to COVID-19 are implemented that were not in place as of the Effective Date); landslide; mudslide; sabotage; terrorism; earthquake; or other cataclysmic events; an act of public enemy; acts or failure to act by a Governmental Authority; war; blockade; civil insurrection; riot; civil disturbance; serial defect; or strikes or other labor difficulties caused or suffered by a Party or any third party except as set forth below.

Notwithstanding the foregoing, the term "Force Majeure Event" does not (c) include (i) economic conditions that render a Party's performance of this Agreement at the Contract Price unprofitable or otherwise uneconomic (including Buyer's ability to buy Resource Adequacy Benefits at a lower price, or Seller's ability to sell Product at a higher price, than the Contract Price); (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 a disruption of payment systems caused by a Force Majeure Event; (iv) a Curtailment Order, except to the extent that a Curtailment Order is caused by an event that otherwise qualifies as a Force Majeure Event; (v) Seller's inability to obtain sufficient labor, equipment, materials, or other resources to build or operate the Facility 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; or (vii) any equipment failure except if such equipment failure is caused by a Force Majeure Event.

9.2 **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 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, except as provided above. Any delays caused by a Force Majeure Event will not serve to increase the Contract Term of this Agreement.

9.3 <u>Notice</u>. 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, the anticipated extent of any delay or interruption in performance, and, to the extent reasonably practicable, a mitigation plan for limiting or overcoming the impacts of the Force Majeure Event,

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*, *however*, that 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. Upon written request from the non-claiming Party, the Party claiming that a Force Majeure Event has delayed or interrupted its performance shall provide documentation demonstrating that the claimed delay or interruption was the result of a Force Majeure Event and the delay or interruption did not result from the affected Party's actions or failure to take reasonable actions to mitigate the impacts of the Force Majeure Event.

9.4 Termination Following Force Majeure Event. If a Force Majeure Event has occurred that has caused either Party to be unable to perform its material obligations hereunder, and has continued for a , then the non-claiming Party may terminate this Agreement upon Notice to the other Party experiencing the Force Majeure Event; provided that if Seller is the Party claiming such Force Majeure Event and such Force Majeure Event cannot reasonably be cured within such , then Seller may provide a plan to Buyer, which must be acceptable to Buyer in its reasonable discretion, to cure such Force Majeure Event within an additional and Buyer may not terminate this Agreement due to such Force Majeure Event unless Seller has not resumed performance of its material obligations hereunder upon the expiration of such additional . 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).

# ARTICLE 10 DEFAULTS; REMEDIES; TERMINATION

# 10.1 <u>Events of Default</u>. An "Event of Default" shall mean,

(a) with respect to a Party (the "<u>Defaulting Party</u>") 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 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 representation or warranty is not corrected within an additional after Notice thereof; *provided*, that this **best for the set of the se** 

(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) and such failure is not remedied within after Notice thereof; *provided*, that this

period shall be extended by an additional if (a) the breach cannot reasonably be cured within the difference period despite diligent efforts, (b) the default is capable of being cured within the additional period, and (c) the Defaulting Party commences the cure within the original period and is at all times thereafter diligently and continuously proceeding to cure the breach;

(iv) failure by such Party to satisfy the collateral requirements pursuant to Sections 7.7 or 7.10, as applicable;

(v) such Party becomes Bankrupt;

(vi) such Party assigns this Agreement or any of its rights hereunder other than in compliance with Sections 2.3(e), 13.1, 13.2 or 13.3, as appropriate; or

(vii) 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 by operation of Law or pursuant to an agreement reasonably satisfactory to the other Party.

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with respect to Seller as the Defaulting Party, the occurrence of any of the

following:

(b)

(i) 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, (2) 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 for the definition of the Seller receives Notice of the occurrence of any of the following events:

(A) 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 representation or warranty is not remedied within 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

(ii) 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 replacement Guaranty from a Guarantor meeting the criteria set forth in the definition of Guarantor, or (3) 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 the definition of the Seller set for 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;

effect at any time; or

(F) such Letter of Credit fails or ceases to be in full force and

(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 prior to the expiration of the outstanding Letter of Credit.

10.2 <u>Remedies; Declaration of Early Termination Date</u>. If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the other Party ("<u>Non-Defaulting Party</u>") 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 ("<u>Early Termination Date</u>") that terminates this Agreement (the "<u>Terminated Transaction</u>") and ends the Contract 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 <u>Section 10.3</u> 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;

<u>provided</u>, that payment by the Defaulting Party of the Termination Payment, as applicable, shall constitute liquidated damages and the Non-Defaulting Party's sole and exclusive remedy for the Terminated Transaction and the Event of Default related thereto.

Termination Payment. The Termination Payment ("Termination Payment") for 10.3 a Terminated Transaction shall be the aggregate of all Settlement Amounts plus any or all other amounts due to the Non-Defaulting Party 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 (which shall not include Affiliates of the Non-Defaulting Party) 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; provided, however, that any lost Resource Adequacy Benefits shall be deemed direct damages covered by this Agreement. 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 (a) 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, (b) the Termination Payment described in this Section 10.3 is a reasonable and appropriate approximation of such damages, and (c) the Termination Payment described in this Section 10.3 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.

10.4 <u>Notice of Payment of Termination Payment</u>. As soon as practicable after a Terminated Transaction, 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 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 the Non-Defaulting Party, as applicable, within ten (10) Business Days after such Notice is effective.

10.5 **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 <u>Article 14</u>.

10.6 <u>**Rights And Remedies Are Cumulative.</u>** Except where liquidated damages are provided as the exclusive remedy, the rights and remedies of a Party pursuant to this <u>Article 10</u> shall be cumulative and in addition to the rights of the Parties otherwise provided in this Agreement.</u>

10.7 <u>Mitigation</u>. Any Non-Defaulting Party shall 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 11 LIMITATION OF LIABILITY AND EXCLUSION OF WARRANTIES.

11.1 <u>No Consequential Damages</u>. EXCEPT TO THE EXTENT PART OF AN EXPRESS REMEDY OR MEASURE OF DAMAGES HEREIN OR AN INDEMNITY CLAIM UNDER ARTICLE 16, 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, OR OTHERWISE.

11.2 <u>Waiver and Exclusion of Other Damages</u>. 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 THE PARTIES' 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.

TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, INCLUDING UNDER <u>SECTIONS 3.4, 10.2</u> AND <u>10.3</u>, 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 12 REPRESENTATIONS AND WARRANTIES; AUTHORITY

12.1 <u>Seller's Representations and Warranties</u>. 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 corporate 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) Subject to Buyer obtaining adequate Import Capability with respect to such Product, the Product delivered hereunder complies with all eligibility and counting rules of the applicable CPUC decisions included in the definition of Resource Adequacy Benefits in place as of the Effective Date.

12.2 **<u>Buyer's Representations and Warranties</u>**. As of the Effective Date, Buyer represents and warrants as follows:

(a) Buyer is a California Joint Powers Authority, 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 Buyer.

(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, 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.

12.3 <u>General Covenants</u>. 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 any contracts to which it is a party and in material compliance with any Law.

12.4 <u>Additional Seller's Representations and Warranties</u>. As of each delivery of Product hereunder, Seller represents and warrants as follows with respect to such Product:

(a) Seller owns or has the exclusive right to sell such Product sold under this Agreement, and shall deliver such Product to Buyer free and clear of all liens or other encumbrances.

(b) No part of such Product has been committed by Seller to any third party in any CAISO or non-CAISO markets.

(c) For the Showing Month for which such Product is provided, the aggregation of all amounts of Resource Adequacy Benefits that Seller has sold, assigned, or transferred for such Showing Month from the Duran Mesa Wind Project, in respect of Showing Months prior to the SunZia Switch Date, or the SunZia Wind Project, in respect of Showing Months from and after the SunZia Switch Date, does not exceed the respective aggregate Resource Adequacy Benefits for the applicable Facility for such Showing Month.

# ARTICLE 13 ASSIGNMENT

13.1 <u>General Prohibition on Assignments</u>. Except as provided below, neither Party may voluntarily assign this Agreement or its rights or obligations under this Agreement, without the written consent of the other Party, which consent shall not be unreasonably withheld. Any direct or indirect Change of Control of a Party (whether voluntary or by operation of Law) will be deemed an assignment and will require the prior written consent of the other Party, except as provided in <u>Section 2.3(e)</u> and/or <u>Section 13.3</u>. Any assignment made without required written consent, or in violation of the conditions to assignment set out below, shall be null and void. The assigning Party shall be responsible for the other Party's costs associated with the preparation, review, execution and delivery of documents in connection with any assignment of this Agreement, including without limitation reasonable attorneys' fees.

13.2 <u>Collateral Assignment</u>. Subject to the provisions of this <u>Section 13.2</u>, Seller has the right to assign this Agreement as collateral for any financing or refinancing of the Duran Mesa Wind Project and/or the SunZia Wind Project without the consent of Buyer. In connection with any financing or refinancing of the Duran Mesa Wind Project and/or the SunZia Wind Project, Buyer shall work in good faith with Seller (and its Affiliate(s)) and Lender to agree upon a consent to collateral assignment of this Agreement ("<u>Collateral Assignment Agreement</u>") in a form mutually agreeable to Buyer, Seller and Lender; *provided*, *however*, that Buyer shall be under no obligation to ultimately enter into a Collateral Assignment Agreement to the extent the form thereof cannot be agreed.

13.3 **Permitted Assignment; Change of Control**.. Notwithstanding Section 13.1, and

in addition to its rights set forth in <u>Section 13.2</u>, Seller may at any time, without the prior written consent of Buyer, transfer or assign this Agreement (including by a Change of Control) (i) to an Affiliate of Seller, or (ii) in connection with a tax equity financing (regardless of whether a Change of Control results from such tax equity financing). Seller may also, without the prior written consent of Buyer, transfer or assign this Agreement (including by a Change of Control) to a Person that is, individually, or to Persons that collectively qualify as, a Permitted Transferee.

# ARTICLE 14 DISPUTE RESOLUTION

14.1 <u>Venue</u>. 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 Agreement shall be brought in the federal courts of the United States or, if such federal courts refuse jurisdiction notwithstanding the Parties' agreement, then in the courts of the State of California, in either case sitting in County of Los Angeles, California.

14.2 **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.

# ARTICLE 15 INDEMNIFICATION

# 15.1 Indemnification.

Each Party (the "Indemnifying Party") agrees to indemnify, defend and (a) hold harmless the other Party and its Affiliates, directors, officers, employees, attorneys, representatives and agents (collectively, the "Indemnified Party") from and against all thirdparty claims, demands, losses, liabilities, penalties, and expenses (and expert witness fees) (collectively "Indemnifiable Event"), to the extent such Indemnifiable Event arises out of, results from, or is caused by any of the following: (a) the negligent act or omission, recklessness, or willful misconduct of the Indemnifying Party, its Affiliates, its or their directors, officers, employees, agents, subcontractors, and anyone directly or indirectly employed by the Indemnifying Party or any of its subcontractors or anyone that they control; (b) any violation of applicable Law by the Indemnifying Party; or (c) third-party claims resulting from the Indemnifying Party's material breach (including inaccuracy of any representation or warranty made hereunder) or nonperformance of its material obligations under this Agreement. Upon the Indemnified Party's written request, the Indemnifying Party, at its own expense, must defend any suit or action that is subject to the Indemnifying Party's indemnity obligations. The Parties' indemnification obligations survive the expiration or termination of this Agreement until the relevant statute of limitations.

(b) Nothing in this <u>Section 15.1</u> 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 to the extent of its own 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.

15.2 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 15 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 such Party and reasonably satisfactory to the Indemnified Party, provided, however, that 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. Notwithstanding the preceding sentence, if the settlement consists solely of a monetary payment by the Indemnifying Party, such settlement shall not require the consent of the Indemnifying Party. Except as otherwise provided in this Article 15, in the event that a Party is obligated to indemnify and hold the other Party and its successors and assigns harmless under this Article 15, 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 16 INSURANCE

# 16.1 Insurance.

(a) <u>General Liability</u>. Seller shall maintain, or cause to be maintained at its sole expense, (i) commercial general liability insurance against claims for personal injury (including bodily injury and death) and property damage with a limit of liability of

per occurrence, and a general aggregate of not less than

for combined bodily injury and property damage; and (ii) an umbrella insurance policy in a minimum limit of liability of **an excess** and **bound and the excess** and **bound and the excess**. The amounts of liability insurance described in this <u>Article 16</u> may be satisfied by primary insurance or by any combination of primary and excess/umbrella insurance. Such insurance shall contain standard cross-liability and severability of interest provisions such that each person is protected in the same manner as though a separate policy has been issued to each but nothing therein shall operate to increase the insurance company's liability beyond the amount the insurance company would have been liable if only one Person or interest had been named as insured. The liability insurance policies referenced in this <u>Article 16</u> shall (x) provide an endorsement waiving rights of subrogation against Buyer, (y) name Buyer as additional insured on all required liability insurance (except workers compensation), and (z) be primary to any insurance of Buyer that may apply to such occurrence, accident or claim and no "other insurance" provision shall be applicable to Buyer or any additional insureds, by virtue of having been named an additional insured under any policy of insurance.

(b) <u>Workers Compensation and Employer's Liability Insurance</u>. Employers' Liability insurance shall not be less than providing statutory benefits as required by Law (if any exposure exists) for injury, sickness, disability or death of the employees.

(c) <u>Business Auto Liability Insurance</u>. Seller shall maintain at all times during the Contract Term business auto insurance for bodily injury and property damage with limits of combined single limit. Such insurance shall cover liability arising out of Seller's use of all owned (if any), non-owned and hired motor vehicles in the performance of the Agreement.

(d) <u>Property Insurance</u>. Seller shall maintain or cause to be maintained property insurance covering the Facility against physical loss or damage, including coverage for natural perils including but not limited to flood, earthquake, windstorm, severe convective storm and wildfire, all with limits in accordance with industry standard recognizing that natural perils may be subject to a lower sublimit. Coverage will be on an "all-risk" basis including mechanical and electrical breakdown.

# **CONFIDENTIAL INFORMATION**

17.1 **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: (a) pricing and other commercially-sensitive or proprietary information provided to or from Buyer in connection with 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; and (iv) information that the recipient independently developed without a violation of this Agreement.

17.2 **Duty to Maintain Confidentiality**. Except as permitted in this <u>Article 17</u>, neither Party shall disclose Confidential Information to a third party, except upon the written consent of the Disclosing Party. Confidential Information will retain its character as Confidential Information but may be disclosed by the recipient (the "<u>Receiving Party</u>") if and to the extent such disclosure is required (a) to be made by any requirements of Law, including the California Public Records Act, (b) pursuant to an order of a court or (c) in order to enforce or implement this Agreement. If the Receiving Party becomes legally compelled (by interrogatories, requests for information or documents, subpoenas, summons, civil investigative demands, or similar processes or otherwise in connection with any litigation or to comply with any applicable Law, order, regulation, ruling, regulatory request, accounting disclosure rule or standard or any exchange, control area or independent system operator rule) to disclose any Confidential Information of the disclosing Party (the "Disclosing Party"), Receiving Party shall provide Disclosing Party with prompt Notice so that Disclosing Party, at its sole expense, may seek an appropriate protective order or other appropriate remedy. If the Disclosing Party takes no such action within five (5) Business Days after receiving the foregoing Notice from the Receiving Party, the Receiving Party is not required to defend against such request and shall be permitted to disclose such Confidential Information of the Disclosing Party to the extent required under applicable Law, with no liability for any damages that arise from such disclosure. Each Party acknowledges and agrees that information and documentation provided in connection with this Agreement may be subject to the California Public Records Act (Government Code Section 6250 et seq.).

17.3 **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 may 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 may 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 seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages.

17.4 <u>Permitted Disclosures</u>. Notwithstanding anything to the contrary in this <u>Article 17</u>, Confidential Information may be disclosed by either Party to such Party's counsel, accountants, auditors, advisors, other professional consultants, credit rating agencies, Affiliates or actual or prospective owners, investors, lenders, directors, underwriters, contractors, suppliers or others involved in the construction, operation and financing transactions and arrangements for a Party or its Affiliates, or any of its or their agents, consultants or trustees, so long as the Person to whom Confidential Information is disclosed agrees in writing to be bound by the confidentiality provisions of this <u>Article 17</u> to the same extent as if it were a Party, or is bound by substantially similar confidentiality requirements.

17.5 <u>Press Releases</u>. 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 18 MISCELLANEOUS

18.1 <u>Entire Agreement; Integration; Exhibits</u>. 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.

18.2 <u>Amendments</u>. This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Seller and Buyer; *provided*, that, for the avoidance of doubt, this Agreement may not be amended by electronic mail communications.

18.3 <u>No Waiver</u>. Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default.

18.4 <u>No Agency, Partnership, Joint Venture or Lease</u>. 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 seller and purchaser, respectively, of Resource Adequacy Benefits, 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).

18.5 <u>Severability</u>. 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.

18.6 <u>Mobile-Sierra</u>. 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.

18.7 <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, including electronic signatures, all of which taken together shall constitute one and the same instrument and each of which shall be deemed an original.

18.8 <u>Electronic Delivery</u>. This Agreement may be duly executed and delivered by a Party by execution and electronic format (including portable document format (.pdf)) delivery of

the signature page of a counterpart to the other Party.

18.9 **<u>Binding Effect</u>**. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

# 18.10 Change in Electric Market Design.

If a change in the CPUC Decisions or resource adequacy rules or the CAISO (a) 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 14. 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, or constitute, or form the basis of, a Force Majeure Event, and (ii) all of unaffected provisions of this Agreement shall remain in full force and effect during any period of such negotiation or dispute resolution.

(b) If any of the Transmission Systems utilized to deliver Product to the Delivery Point under this Agreement are integrated into a new or existing regional transmission organization or independent system operator and such integration has a material and adverse impact on either Party's performance under this Agreement, including the costs of either Party to perform, then the affected Party may request that Buyer and Seller enter into negotiations to make the minimum changes to this Agreement necessary to restore the balance of 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; provided, that neither Party shall be obligated to amend this Agreement if such amendment(s) would materially adversely affect, or could reasonably be expected to have or result in a material adverse effect on, any of such Party's rights, benefits, risks and/or obligations under this Agreement.

18.11 **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 the PPA.

18.12 **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.

18.13 **Further Assurances**. Each of the Parties hereto agree to use commercially reasonable efforts 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.

# **DURAN MESA LLC, a Delaware limited** liability company

# SAN DIEGO COMMUNITY POWER, a California joint powers authority

By:	
Name:	
Title:	

By:	
Name:	
Title:	

# EXHIBIT A

# FACILITY DESCRIPTIONS

<b>Unit Specific Information</b>	
Resource Name	Duran Mesa Wind Project
Physical Location	Torrance County, New Mexico
CAISO Resource ID	DURNMESA_3_WBDYN
SCID of Resource	
Resource Type (e.g., gas, hydro, solar, etc.)	Wind
Capacity Area	Import
Resource Category as defined by the CPUC (DR, 1, 2, 3, 4)	
Participating Transmission Owner	Public Service Company of New Mexico

Unit Specific Information	
Resource Name	SunZia Wind Project
Physical Location	Lincoln, Torrance and San Miguel Counties, New Mexico
CAISO Resource ID	[TBD]
SCID of Resource	
Resource Type (e.g., gas, hydro, solar, etc.)	Wind
Capacity Area	Import
Resource Category as defined by the CPUC (DR, 1, 2, 3, 4)	
Participating Transmission Owner	SunZia Transmission, LLC



# EXHIBIT B

# FORM OF LETTER OF CREDIT

(follows on next page)

# IRREVOCABLE STANDBY LETTER OF CREDIT NO. [•]

# DATE: [•]

BENEFICIARY: SAN DIEGO COMMUNITY POWER [BENEFICIARY ADDRESS]

APPLICANT: [SUNZIA WIND POWERCO LLC] 1088 SANSOME STREET, SAN FRANCISCO, CA 94111

EXPIRATION DATE: [•]

AMOUNT/CURRENCY: [•]

AT THE REQUEST OF AND FOR THE ACCOUNT OF APPLICANT, WE, [INSERT BANK NAME AND ADDRESS] ("ISSUER"), HEREBY ESTABLISH IN YOUR FAVOR IN RESPECT OF OBLIGATIONS OF APPLICANT OUR IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER [•] ("LETTER OF CREDIT") IN FAVOR OF SAN DIEGO COMMUNITY POWER ("BENEFICIARY"), [BENEFICIARY ADDRESS], WHEREBY, SUBJECT TO THE TERMS AND CONDITIONS CONTAINED HEREIN, BENEFICIARY IS HEREBY AUTHORIZED TO DRAW ON US, BY SIGHT, BY ITS DRAWING STATEMENT AS PROVIDED HEREIN, FOR AN AGGREGATE AMOUNT UP TO BUT NOT EXCEEDING [•] (THE "FACE AMOUNT").

WE ARE ADVISED THIS LETTER OF CREDIT IS IRREVOCABLE AND IS ESTABLISHED AS [DEVELOPMENT][PERFORMANCE] SECURITY PURSUANT TO THAT CERTAIN RENEWABLE POWER PURCHASE AND SALE AGREEMENT DATED AS OF \_\_\_\_\_\_\_, 2023 BETWEEN APPLICANT AND BENEFICIARY (THE "AGREEMENT"). THIS LETTER OF CREDIT SHALL BE EFFECTIVE IMMEDIATELY AND SHALL EXPIRE ON [•], WHICH IS ONE YEAR AFTER THE ISSUE DATE OF THIS LETTER OF CREDIT, OR ANY EXPIRATION DATE EXTENDED IN ACCORDANCE WITH THE TERMS HEREOF (THE "EXPIRATION DATE").

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ADDITIONAL TWELVE (12) MONTH PERIODS FROM THE PRESENT OR EACH FUTURE EXPIRATION DATE, BUT IN NO EVENT TO AN EXPIRATION DATE LATER THAN [•] (THE "FINAL EXPIRATION DATE"), UNLESS AT LEAST NINETY (90) DAYS PRIOR TO THE EXPIRATION DATE WE SEND NOTICE IN WRITING TO YOU VIA HAND DELIVERY OR OVERNIGHT COURIER AT THE ABOVE ADDRESS, THAT WE ELECT NOT TO AUTOMATICALLY EXTEND THIS LETTER OF CREDIT FOR ANY ADDITIONAL PERIOD.

ON OR BEFORE THE EXPIRATION DATE OF THIS LETTER OF CREDIT YOU MAY DRAW ON US HEREUNDER FOR UP TO THE FULL UNUTILIZED AMOUNT AVAILABLE AS OF THE DATE OF DRAWING ON THIS LETTER OF CREDIT. PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED UNDER THIS LETTER OF CREDIT (PROVIDED THAT THE CUMULATIVE AGGREGATE AMOUNT THAT MAY BE DEMANDED UNDER THIS LETTER OF CREDIT SHALL NOT EXCEED THE FACE AMOUNT), AND THIS LETTER OF CREDIT SHALL REMAIN IN FULL FORCE AND EFFECT WITH RESPECT TO ANY CONTINUING BALANCE.

FUNDS UNDER THIS LETTER OF CREDIT SHALL BE AVAILABLE TO THE BENEFICIARY UPON PRESENTATION TO US OF A DATED DRAWING CERTIFICATE IN THE FORM OF EXHIBIT A HERETO (WHICH IS AN INTEGRAL PART OF THIS LETTER OF CREDIT) PURPORTEDLY SIGNED BY THE BENEFICIARY'S DULY AUTHORIZED REPRESENTATIVE.

THE DRAWING CERTIFICATE MAY BE PRESENTED BY (A) PHYSICAL DELIVERY TO [ADDRESS] OR (B) BY FACSIMILE TO FACSIMILE NUMBER [FAX NUMBER] (EACH SUCH DRAWING, A "FAX DRAWING"); PROVIDED, HOWEVER, THAT A FAX DRAWING WILL NOT BE EFFECTIVELY PRESENTED UNTIL YOU CONFIRM BY TELEPHONE OUR RECEIPT OF SUCH FAX DRAWING BY CALLING US AT TELEPHONE NUMBER [TELEPHONE NUMBER]. IF YOU PRESENT A FAX DRAWING UNDER THIS LETTER OF CREDIT YOU DO NOT NEED TO PRESENT THE ORIGINAL OF ANY DRAWING DOCUMENTS, AND IF WE RECEIVE ANY SUCH ORIGINAL DRAWING DOCUMENTS THEY WILL NOT BE EXAMINED BY US. IN THE EVENT OF A FULL AND FINAL DRAWING THE ORIGINAL STANDBY LETTER OF CREDIT MUST BE RETURNED TO US BY OVERNIGHT COURIER.

ALL PAYMENTS MADE UNDER THIS LETTER OF CREDIT SHALL BE MADE WITH ISSUER'S OWN IMMEDIATELY AVAILABLE FUNDS BY MEANS OF WIRE TRANSFER IN IMMEDIATELY AVAILABLE UNITED STATES DOLLARS TO BENEFICIARY'S ACCOUNT AS INDICATED BY BENEFICIARY IN ITS DRAWING CERTIFICATE OR IN A COMMUNICATION ACCOMPANYING ITS DRAWING CERTIFICATE.

WE HEREBY AGREE THAT THE DRAWING DOCUMENTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED BY US UPON DELIVERY OF THE ABOVE SPECIFIED DRAWING CERTIFICATE, IF PRESENTED ON OR BEFORE THE EXPIRATION DATE AS SPECIFIED HEREIN.

AS STIPULATED HEREIN, "BUSINESS DAY" SHALL MEAN ANY DAY OTHER THAN A SATURDAY, SUNDAY OR A DAY ON WHICH BANKING INSTITUTIONS IN THE STATE OF NEW YORK ARE AUTHORIZED OR REQUIRED BY LAW TO CLOSE. IF ANY DRAWING OR THE DOCUMENTATION PRESENTED IN CONNECTION THEREWITH, DOES NOT CONFORM TO THE TERMS AND CONDITIONS HEREOF, WE WILL ADVISE YOU OF THE SAME BY TELEPHONE OR FACSIMILE AND GIVE THE REASONS FOR SUCH NON-CONFORMANCE. THIS LETTER OF CREDIT IS ISSUED SUBJECT TO THE RULES OF THE 'INTERNATIONAL STANDBY PRACTICES 1998', INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 ('ISP98') AND AS TO MATTERS NOT ADDRESSED BY ISP98 SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF STATE OF NEW YORK.

NOTWITHSTANDING ANY REFERENCE IN THIS LETTER OF CREDIT TO ANY OTHER DOCUMENTS, INSTRUMENTS OR AGREEMENTS (OTHER THAN AS SET FORTH IN THE IMMEDIATELY PRIOR PARAGRAPH), THIS LETTER OF CREDIT CONTAINS THE ENTIRE AGREEMENT BETWEEN BENEFICIARY AND ISSUER RELATING TO THE OBLIGATIONS OF ISSUER HEREUNDER.

OTHER THAN AS PROVIDED HEREIN, COMMUNICATIONS WITH RESPECT TO THIS LETTER OF CREDIT SHALL BE IN WRITING, SHALL SPECIFICALLY REFER TO BENEFICIARY AND TO OUR LETTER OF CREDIT NO. [•], AND SHALL BE ADDRESSED TO: [\_\_].

ALL NOTICES TO BENEFICIARY SHALL BE IN WRITING AND ARE REQUIRED TO BE SENT BY CERTIFIED LETTER, OVERNIGHT COURIER OR DELIVERED IN PERSON TO: SAN DIEGO COMMUNITY POWER, ATTN: [BENEFICIARY ADDRESS]. 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.

ALL COSTS RELATED TO THIS LETTER OF CREDIT SHALL BE PAID BY THE APPLICANT.

ALL PARTIES TO THIS LETTER OF CREDIT ARE ADVISED THAT THE U.S. AND CANADIAN GOVERNMENT HAS IN PLACE CERTAIN SANCTIONS AGAINST CERTAIN COUNTRIES, TERRITORIES, INDIVIDUALS, ENTITIES, AND VESSELS. ISSUER ENTITIES, INCLUDING BRANCHES AND, IN CERTAIN CIRCUMSTANCES, SUBSIDIARIES, ARE/WILL BE PROHIBITED FROM ENGAGING IN TRANSACTIONS OR OTHER ACTIVITIES WITHIN THE SCOPE OF APPLICABLE SANCTIONS.

[\_\_\_]

AUTHORIZED SIGNATURE

# EXHIBIT "A" DRAWING CERTIFICATE

TO: [\_\_]

RE: IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER [•] ISSUED BY [ISSUING BANK] TO SAN DIEGO COMMUNITY POWER ("LETTER OF CREDIT"); CAPITALIZED TERMS USED BUT NOT DEFINED IN THIS DRAWING CERTIFICATE HAVE THE MEANINGS ASCRIBED TO THEM IN THE LETTER OF CREDIT)

THIS IS A DRAWING CERTIFICATE UNDER THE ABOVE-MENTIONED LETTER OF CREDIT.

I,\_\_\_\_, AN AUTHORIZED REPRESENTATIVE OF SAN DIEGO COMMUNITY POWER ("BENEFICIARY"), DO HEREBY CERTIFY THAT: APPLICANT AND BENEFICIARY ARE PARTY TO THAT CERTAIN RENEWABLE POWER PURCHASE AND SALE AGREEMENT DATED AS OF \_\_\_\_\_, 2023 (THE "AGREEMENT").

[CHOOSE ONLY ONE OF THE FOLLOWING]

- (1) BENEFICIARY IS MAKING A DRAWING UNDER THIS LETTER OF CREDIT IN THE AMOUNT OF U.S. <u>BECAUSE A SELLER</u> EVENT OF DEFAULT (AS SUCH TERM IS DEFINED IN THE AGREEMENT) HAS OCCURRED OR OTHER OCCASION PROVIDED FOR IN THE AGREEMENT WHERE BENEFICIARY IS AUTHORIZED TO DRAW ON THE LETTER OF CREDIT HAS OCCURRED.
- (2) 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 SIXTY (60) DAYS PRIOR TO SUCH EXPIRATION DATE.

IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT, BENEFICIARY IS ENTITLED TO AND HEREBY DEMANDS PAYMENT OF USD \_\_\_\_\_\_, SUCH AMOUNT TO BE PAID TO BENEFICIARY BY WIRE TRANSFER IN IMMEDIATELY AVAILABLE FUNDS TO: (INSERT WIRE INSTRUCTIONS), WHICH BENEFICIARY CERTIFIES IT IS ENTITLED TO UNDER THE AGREEMENT. COMMUNICATIONS TO ME CONCERNING THIS DRAWING CERTIFICATE MAY BE MADE AT FOLLOWING TELEPHONE AND FACSIMILE NUMBERS: \_\_\_\_\_;

IN WITNESS WHEREOF, BENEFICIARY THROUGH ITS AUTHORIZED REPRESENTATIVE HAS EXECUTED AND DELIVERED THIS DRAWING CERTIFICATE THIS DAY OF , 20 \_. [\_\_\_] BY:\_\_\_\_\_ NAME:\_\_\_\_\_

TITLE:\_\_\_\_\_

\_\_\_\_\_•

# EXHIBIT C

# FORM OF GUARANTY

This Guaranty (this "<u>Guaranty</u>") is entered into as of [\_\_\_\_] (the "<u>Effective Date</u>") by and between [\_\_\_], a [\_\_\_] ("<u>Guarantor</u>"), and [\_\_\_] (together with its successors and permitted assigns, "<u>Buyer</u>" and together with Guarantor, the "<u>Parties</u>" and each a "<u>Party</u>").

# **Recitals**

A. Buyer and \_\_\_\_\_, a \_\_\_\_ ("<u>Seller</u>"), entered into that certain Resource Adequacy Benefits Purchase and Sale Agreement (as amended, restated or otherwise modified from time to time, the "<u>RA PSA</u>") dated as of [\_\_\_], 20\_\_\_.

B. Guarantor is entering into this Guaranty as Seller Security to secure Seller's obligations under the RA PSA, as required by Section 7.7 of the RA PSA.

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 RA PSA, 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 the sum of \_\_\_\_\_\_ Dollars (\$\_\_\_\_\_\_) plus reasonable costs incurred by Buyer in enforcing this Guaranty, if successful, up to Three-Hundred Thousand Dollars (\$300,000) for an aggregate maximum liability of Dollars (\$ ) (the "Guarantee Limit"). The Parties understand and agree that any payment by Guarantor shall thereafter reduce the Guarantee Limit 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 RA PSA, 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 RA PSA 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), or (y) replacement Seller Security is provided in an amount and form required by the terms of the RA PSA. 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 Guaranty hard 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 RA PSA, 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 RA PSA imposed by any court, trustee or custodian or any similar official or imposed by any law, statue 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 RA PSA

or perform its obligations thereunder, (B) lack of due execution, delivery, validity or enforceability, including of the RA PSA, or (C) Seller's inability to pay any Guaranteed Amount or perform its obligations under the RA PSA, 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 RA PSA, 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 RA PSA, 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 RA PSA;

(iii) (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

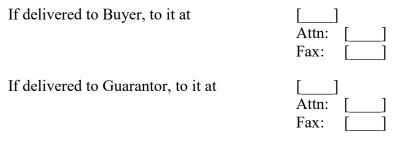
(iv) the failure by Buyer or any other person to create, preserve, validate, perfect or protect any security interest granted to, or in favor of, Buyer or any person.

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 8.



8. Governing Law and Forum Selection; WAIVER OF JURY TRIAL. 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 sitting in the County of Los Angeles, California. 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 GUARANTY.

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 RA PSA. 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 with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings of the Parties, 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 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. DISPUTE RESOLUTION.**

In the event of any dispute arising under this Guaranty, 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 Guaranty.

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:

r		1

By:

Printed Name: Title:

BUYER:

r			

By:

Printed Name: Title:

By:\_\_\_\_\_

Printed Name: Title:

# EXHIBIT D

# NOTICES

DURAN MESA LLC	SAN DIEGO COMMUNITY POWER
("Seller")	("Buyer")
All Notices:	All Notices:
Street: 1088 Sansome St.	PO Box 12716
City: San Francisco, CA	San Diego, CA 92112
Attn: General Counsel	Attn: Byron Vosburg, Director of Power
Phone: (415) 283-4000	Services
Email: generalcounsel@patternenergy.com	Phone: (619) 880-6545
	Email: bvosburg@sdcommunitypower.org,
	powercontracts@sdcommunitypower.org
<b>Reference Numbers:</b>	Reference Numbers:
Invoices:	Invoices:
Attn: Pattern Energy Settlements	Attn: SDCP Settlements
Phone: (713) 308-4200	Phone: (619) 880-6545
Email:	Email: settlements@sdcommunitypower.org
AccountingSettlements@patternenergy.com	
Scheduling:	Scheduling:
Attn: Manager 24/7 Operations Control	Tenaska Power Services Co.
Center	Attn: Kara Whillock
888 Westheimer Road, Suite 213	Phone: (972) 333-6122
Houston, TX 77006	Email: kwhillock@tnsk.com
Email: patternocc@patternenergy.com	Day Ahead: (817) 303-1115
Realtimeoperations@patternenergy.com	Real Time: (817) 303-1852
Phone: (713) 308-4242	Facsimile: (817) 303-1104
Facsimile: (281) 694-2848	
Confirmations:	Confirmations:
Attn: Pattern Energy Settlements	Attn: SDCP Settlements
Phone: (713) 308-4200	Phone: (619) 880-6545
Email:	Email: settlements@sdcommunitypower.org
AccountingSettlements@patternenergy.com	
Payments:	Payments:
Attn: Pattern Energy Settlements	Attn: SDCP Settlements
Phone: (713) 308-4200	Phone: (619) 880-6545
Email:	Email: settlements@sdcommunitypower.org
AccountingSettlements@patternenergy.com	
Wire Transfer:	Wire Transfer:

Emergency Contact:	With additional Notices of an Event of			
Attn: 24/7 Operations Control Center	Default to:			
Phone: (713) 308-4242				
Email: patternocc@patternenergy.com	Best, Best & Krieger			
	Attn: Ryan Barron, General Counsel			
	655 West Broadway, 15th Floor			
	San Diego, CA 92101			
	Phone: (949) 263-6568			
	Email: ryan.baron@bbklaw.com			
	Emergency Contact:			
	Attn: Byron Vosburg, Director of Power			
	Services			
	Phone: (619) 880-6545			
	Email: bvosburg@sdcommunitypower.org			

# EXHIBIT E FORM OF PROGRESS REPORT

Each Progress Report must include the following items:

- 1. Executive summary.
- 2. Facility description.
- 3. Site plan of the Facility.
- 4. Description of any planned changes to the Facility or the site.
- 5. Schedule showing progress on achieving commercial operation.
- 6. Summary of activities during the previous calendar month/quarter.
- 7. Forecast of activities scheduled for the current calendar month/quarter.
- 8. Written description about the progress relative to achieving commercial operation, including whether Seller has met or is on target to achieve commercial operation in 2026.
- 9. List of issues that could reasonably foreseeably affect achieving commercial operation.
- 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 major 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 PTO's Transmission System and all other interconnection utility services.
- 13. Any other documentation, including copies of the Interconnection Agreement, transmission agreements and permits, as reasonably requested by Buyer, as such documentation may be redacted by Seller as necessary.

# EXHIBIT F FORM OF COMMERCIAL OPERATION DATE CERTIFICATE

This certification ("<u>Certification</u>") of commercial operation is delivered by the undersigned, a licensed professional engineer and duly authorized representative of in its capacity as independent engineer ("<u>Engineer</u>") for purposes of this certification, to [\_\_\_\_] ("<u>Buver</u>"), pursuant to the [agreement between Seller and Engineer] and in connection with that certain Resource Adequacy Benefits Purchase and Sale Agreement dated \_\_\_\_\_ ("<u>Agreement</u>") by and between [Seller Entity] ("<u>Seller</u>") 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.

Engineer hereby certifies and represents to Buyer the following:

(1) Wind turbines with a nameplate capacity at least equal to of the Specified Quantity have been installed at the Facility.

(2) Testing and commissioning of each wind turbine referred to in paragraph (1) above has been completed in accordance with the turbine supply agreement and each such wind turbine has delivered electricity to the point of interconnection specified in the Interconnection Agreement.

(3) Authorization to parallel the Facility was obtained by the Participating Transmission Owner on \_\_\_\_\_[DATE]\_\_\_\_.

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Sincerely,

By:

[NAME], P.E. [TITLE] New Mexico License No. [##]



### INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS®

900 Seventh Street, NW Washington, DC 20001 202.833.7000 www.ibew.org

KENNETH W. COOPER International President

PAUL A. NOBLE International Secretary-Treasurer

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September 14, 2023

# VIA U.S. MAIL AND/OR EMAIL

# Re: IBEW Support for the SunZia Clean Energy Transmission and Wind Infrastructure Project

To Whom It May Concern:

On behalf of the more than 820,000 active and retired members of the International Brotherhood of Electrical Workers (IBEW), I write in full support of the SunZia Clean Energy Transmission and Wind Infrastructure Project. The IBEW is committed to supporting projects that create job and training opportunities like SunZia.

Pattern Energy and its contractor(s) are ensuring that a highly qualified, skilled, and trained labor workforce is employed on SunZia, and IBEW members look forward to contributing to the success of the project. Building and maintaining a highly qualified workforce is extremely important to build the clean energy infrastructure required to meet the nation's carbon reduction goals for future generations.

The IBEW asks that you support the SunZia Clean Energy Infrastructure Project to create highly skilled jobs with family-sustaining wages as we build a clean and resilient electrical grid.

Sincerely yours,

Kenneth W. Cooper International President

KWC:mea



BAC 3

IBB 4

IBB 627

**IBEW 583** 

**IBEW 611** 

**IUOE 953** 

**IUPAT 823** 

LUINA 16

OPCMIA 254

Sprinklerfitters 669

**UURWAW 123** 

SMART 49

UA 412

IBT 492 IUEC 131

HFIAW 76 IABSOIW 495

IABSOIW 847

# New Mexico Building and Construction Trades Council

411 Arizona SE Albuquerque, New Mexico 87108

To Whom It May Concern:

As the Executive Director of the New Mexico Building Construction & Trades Council (NMBCTC), *I am writing to express our organization's full support of the proposed SunZia Southwest Transmission Project and the preferred alternate route outlined in the recent EIS.* 

For years, NMBCTC has stood in strong support of renewable energy and transmission development and highlighted the diverse opportunities these projects provide—from job creation for our construction trades to substantial revenue generation for local communities. Renewable energy development has the unique potential to create high-paying, full-time union positions for local labor forces. Union jobs offer the opportunity to provide workforce training to these upcoming positions, which will be critical to building up our local workforce and preparing our communities to take full advantage of a new, booming renewable energy job market.

Completing a project of this scale will have significant long-term benefits for our workforce across the region, but project developers also stand to gain from hiring union labor. These benefits include safety, efficiency, and reduced costs thanks to the training that our union workers receive.

Renewable energy development had already proven to be a source of reliable work and revenue to local communities, as evidence by the continued advancement during the early stages of the COVID-19 pandemic when most workforces were stalled, and wind and solar development continued. Our workforces are ready to take advantage of these vast opportunities, and for this reason, the **NMBTC supports the Bureau of Land Management's thorough environmental review and the preferred alternative route identified in the draft EIS for the SunZia project.** 

Sincerely. Brian Condit

Executive Director New Mexico Building Construction & Trades Council

Value on Display **EVERY DAY.**