

**Board of Directors Regular Meeting Agenda  
March 27, 2025, 2:00 p.m.  
City of Oceanside, Council Chamber  
300 North Coast Hwy, Oceanside CA 92054**

Members of the public can observe the livestream of the meeting via Zoom by clicking:

<https://us06web.zoom.us/j/81376410530>

or telephonically by dialing:

(253) 215-8782

Meeting ID: 813 7641 0530

Members of the public can provide public comment in writing or orally in person as follows:

*Written Comments:* If you are unable to participate in person and you wish to make a comment, you may submit written comments prior to and during the meeting via email to: [clerk@thecleanenergyalliance.org](mailto:clerk@thecleanenergyalliance.org). All written comments will be posted online and become part of the meeting record. To ensure announcement of receipt of your written comments during the meeting, please submit all written comments by 12:00 p.m. prior to the commencement of the meeting. Public comments received in writing will not be read aloud at the meeting.

*Oral Comments:* Members of the public can address the Board on items on the agenda at the time the item is being addressed or during Public Comments for topics that are not listed on the agenda. Speakers are limited to three (3) minutes each. In conformance with the Brown Act, no Board action can occur on items presented during Public Comment.

If you desire to speak during Public Comment, please fill out a speaker card and submit it to the Board Secretary. When you are called to speak, please come forward to the podium and state your name. To address the Board regarding an item on the agenda, please fill out a speaker card and submit it to the Board Secretary before the Board Chair announces the item.

### **CALL TO ORDER**

### **ROLL CALL**

### **FLAG SALUTE**

### **BOARD COMMENTS & ANNOUNCEMENTS**

### **PUBLIC COMMENT**

### **APPROVAL OF MINUTES**

Minutes of the Special Meeting held February 27, 2025

### *Consent Calendar*

**Item 1: Clean Energy Alliance Treasurer's Report for January 2025**

**RECOMMENDATION:**

Receive and file the Clean Energy Alliance Treasurer's Report for January 2025.

**Item 2: Energy Portfolio Management and Valuation Platform Services Contract Approval**

**RECOMMENDATION:**

Adopt Resolution No. 2025-009 approving a Professional Services Agreement for Energy Portfolio and Valuation Platform Services with cQuant.IO, Inc and authorizing the Chief Executive Officer to execute the agreement.

**Item 3: Load Management Standards Compliance Report**

**RECOMMENDATION:**

Adopt Resolution No. 2025-010 approving the Clean Energy Alliance (CEA) Draft Load Management Standards (LMS) Compliance Plan for submission and filing with the California Energy Commission (CEC).

**Item 4: 2025 Legislative and Policy Platform Annual Review**

**RECOMMENDATION:**

Adopt Resolution No. 2025-011 approving the revised 2025 Clean Energy Alliance Legislative and Regulatory Policy Platform.

**Item 5: Amendment No. 5 to the Agreement with Hall Energy Law for Transactions Attorney Services. 025 Legislative and Policy Platform Annual Review**

**RECOMMENDATION:**

Adopt Resolution No. 2025-012 approving Amendment No. 5 to the Agreement with Hall Energy Law for Transactions Attorney Services, for an amount not to exceed \$125,000 per fiscal year beginning FY 2024/25 and authorizing the Chief Executive Officer to sign all documents, subject to General Counsel approval.

### *Reports*

**Item 6: Clean Energy Alliance Chief Executive Officer Operational Report**

### *New Business*

**Item 7: Regulatory Update**

**RECOMMENDATION:**

Receive the Regulatory update from Keyes and Fox.

**Item 8: Development Framework, Power Purchase and Energy Storage Agreements with Luminia CA DevCo 2, LLC**

**RECOMMENDATION:**

Adopt Resolution No. 2025-013 approving Development Framework Agreements and a portfolio of 20-Year Power Purchase Agreements (PPAs) and 10-Year Energy Storage Service Agreements (ESSAs) with Luminia CA DevCo 2, LLC and Luminia CA DevCo 3, LLC authorizing the Chief Executive Officer to execute the agreement.

**Item 9: Revise CEA Retirement Contribution to Employees and Employee Handbook**

**RECOMMENDATION:**

Adopt Resolution No. 2025-014 revising the CEA company contribution to the 401(a) Employee Retirement Plan from 5% to 7.5% effective on April 1, 2025 and revise the Employee Handbook to remove reference to CEA's Social Security Tax contribution.

**BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS**

**NEXT MEETING:** Regular Board Meeting April 24, 2025, City of Oceanside, 300 North Coast Highway, Oceanside, CA 92054

If you are an individual with a disability and need a reasonable modification or accommodation pursuant to the Americans with Disabilities Act ("ADA"), please contact [clerk@thecleanenergyalliance.org](mailto:clerk@thecleanenergyalliance.org) prior to the meeting for assistance.

**Board of Directors Special Meeting Agenda**  
**February 27, 2025, 2:00 p.m.**  
**Vista Civic Center**  
**200 Civic Center Drive, Vista, CA 92084**

**CALL TO ORDER:** Chair Melendez called to order the Regular Meeting of the Clean Energy Alliance at 2:00 p.m.

**ROLL CALL:** Board Members: Becker, Figueroa, Garcia, Melendez.  
Alternate Board Member: Blackburn.  
Board Member Spelich - Absent.  
Board Member Nuñez arrived at 2:11 p.m.

**FLAG SALUTE:** Chair Melendez led the flag salute.

**BOARD COMMENTS & ANNOUNCEMENTS:** Chair Melendez shared that the City of Vista installed new parking structured equipped with solar panels.

**PUBLIC COMMENT:** None.

**APPROVAL OF MINUTES:**

Minutes of the Regular Meeting held January 30, 2025

**Motion by Board Member Becker seconded by Vice Chair Garcia, to approve the minutes as presented.**  
**Motion carried, 4/0/3 (Nuñez, Spelich – Absent) (Blackburn – Abstain).**

*Consent Calendar*

**Item 1: Clean Energy Alliance Treasurer's Report for December 2024**

**RECOMMENDATION:**

Receive and file the Clean Energy Alliance Treasurer's Report for December 2024.

**Item 2: Memorandum of Understanding for the CEC Southern California Equitable Building Decarbonization Direct Install Program**

**RECOMMENDATION:**

Adopt Resolution No. 2025 – 008 approving the Memorandum of Understanding with the Los Angeles County Internal Services Department and Southern California Equitable Building Decarbonization Coalition and authorizing the Chief Executive Officer to execute the Memorandum of Understanding subject to General and Special Counsel approval.

**Motion by Board Member Becker, seconded by Alternate Board Member Blackburn to approve the Consent Calendar. Motion carried, 5/0/2 (Nuñez, Spelich – Absent).**

*Reports*

**Item 3: Clean Energy Alliance Chief Executive Officer Operational Report**

CEO Greg Wade presented the presentation and answered questions from the Board.

**CEA Board received report.**

*New Business*

**Item 4: Regulatory Update**

**RECOMMENDATION:**

Receive the Regulatory update from Keyes and Fox.

Regulatory Attorney Tim Lindl provided the update.

*Board Member Nuñez arrived at 2:11 p.m.*

**CEA Board received report.**

**Item 5: Overview of Battery Energy Storage Systems**

**RECOMMENDATION:**

Receive an overview of Battery Energy Storage Systems (BESS).

Cleantech San Diego President and CEO Jason Anderson presented the presentation and answered questions from the Board.

*Alternate Board Member Blackburn left the dais at 2:58 p.m.*

**CEA Board received report.**

**Item 6: Financial Review Year to Date Through December 2024 & Forecast through June 2025**

**RECOMMENDATION:**

Receive a presentation on the Financial Review Year to Date through December 31, 2024 & Forecast through June 2025.

CEO Greg Wade introduced the item. CFO Andy Stern presented the presentation and answered questions from the Board.

**CEA Board received report.**

**NEXT MEETING:** Regular Board Meeting March 27, 2024, City of Oceanside, 300 North Coast Highway, Oceanside, CA 92054

**BOARD MEMBER REQUESTS FOR FUTURE AGENDA ITEMS:** None.

**ADJOURN:** Chair Melendez adjourned the meeting at 3:26 p.m.

---

Kaylin McCauley  
Clerk to the Board/Executive Assistant

## Staff Report

**DATE:** March 27, 2025

**TO:** Clean Energy Alliance Board of Directors

**FROM:** Andy Stern, Interim Chief Financial Officer/Treasurer

**ITEM 1:** Clean Energy Alliance Treasurer's Report

---

### **RECOMMENDATION:**

Receive and File Clean Energy Alliance (CEA) Interim Treasurer's Report for January 2025.

### **BACKGROUND AND DISCUSSION:**

This report provides the Board with the following financial information through January 31, 2025:

- Statement of Financial Position (Unaudited and preliminary) – Reports assets, liabilities, and financial position of the CEA as of January 31, 2025.
- Statement of Revenues, Expenses and Changes in Net Position (Unaudited and preliminary) for the twelve months ended January 31, 2025.
- Budget to Actuals Comparison Schedule (Unaudited and preliminary) – Reports actual revenues and expenditures compared to the annual amended budget as of January 31, 2025.
- List of Payments Issued – Reports payments issued for January 2025.

As of January 31, 2025, liabilities represent invoices and estimated accruals for energy and services received but not yet paid. The noncurrent liabilities relate to debt with JPMorgan as well as amounts due to the member cities of Carlsbad, Del Mar and Solana Beach. CEA is currently making interest only payments on the debt from JPMorgan. The amounts due to the member agency were for start-up costs and services provided to CEA for the period December 2019 to June 2020.

### **FISCAL IMPACT:**

There is no fiscal impact with this action. The Net Position as of January 31, 2025, was \$26,776,261.

Submitted for Board consideration:



---

Gregory Wade  
Chief Executive Officer

**CLEAN ENERGY ALLIANCE**  
**STATEMENT OF NET POSITION**  
**As of January 31, 2025**

**ASSETS**

Current assets

Cash and cash equivalents	\$ 13,970,535
Accounts receivable, net of allowance	31,807,923
Accrued revenue	12,747,980
Other receivables	178,083
Prepaid expenses	<u>7,646,050</u>
Total current assets	66,350,571

Noncurrent assets

Deposits	<u>4,036,276</u>
Total noncurrent assets	<u>4,036,276</u>
Total assets	<u>70,386,847</u>

**LIABILITIES**

Current liabilities

Accrued cost of electricity	35,405,928
Accounts payable	966,886
Other accrued liabilities	241,622
Security deposits - energy suppliers	<u>500,000</u>
Total current liabilities	37,114,436

Noncurrent liabilities

Security deposits - energy suppliers	<u>6,496,150</u>
Total noncurrent liabilities	<u>6,496,150</u>
Total liabilities	<u>43,610,586</u>

**NET POSITION**

Unrestricted	<u><u>\$ 26,776,261</u></u>
--------------	-----------------------------

These financial statements do not contain note disclosures, have not been subjected to an audit or review or compilation engagement, and no assurance is provided on them.

**CLEAN ENERGY ALLIANCE**  
**STATEMENT OF REVENUES, EXPENSES**  
**AND CHANGES IN NET POSITION**  
**Seven Months Ended January 31, 2025**

**OPERATING REVENUES**

Electricity sales, net	\$ 230,841,012
------------------------	----------------

**OPERATING EXPENSES**

Cost of electricity	180,918,341
---------------------	-------------

Contract services	3,847,965
-------------------	-----------

Staff compensation	922,370
--------------------	---------

Other operating expenses	485,848
--------------------------	---------

Total operating expenses	<u>186,174,524</u>
--------------------------	--------------------

Operating income (loss)	<u>44,666,488</u>
-------------------------	-------------------

**NONOPERATING REVENUES (EXPENSES)**

Investment income	172,141
-------------------	---------

Interest expense	<u>(1,097,534)</u>
------------------	--------------------

Nonoperating revenues (expenses), net	<u>(925,393)</u>
---------------------------------------	------------------

**CHANGE IN NET POSITION**

	43,741,095
--	------------

Net position at beginning of year	<u>(16,964,834)</u>
-----------------------------------	---------------------

Net position at end of period	<u><u>\$ 26,776,261</u></u>
-------------------------------	-----------------------------

These financial statements do not contain note disclosures, have not been subjected to an audit or review or compilation engagement, and no assurance is provided on them.

---



BUDGET TO ACTUALS COMPARISON SCHEDULE

At its June 2024, board meeting, the CEA Board approved the Fiscal Year (FY) 2024/25 budget approving \$326,469,000 in total operating expenses. For the year-to-date, \$187,272,000 of operating expenses have been expended. Revenues from electricity sales for the year-to-date reached \$230,841,000. Nonoperating activity was a net expense of \$925,000. The overall change in net position for the year-to-date was an increase of \$43,741,000.

The Budget to Actuals Comparison Schedules as of January 31, 2025, is shown below.

**CLEAN ENERGY ALLIANCE  
BUDGETARY COMPARISON SCHEDULE  
Seven Months Ended January 31, 2025**

	<b>Year-To-Date</b>				<b>Annual</b>		
	<b>Actual</b>	<b>Budget</b>	<b>Variance fav. (unfav.) Amount</b>	<b>%</b>	<b>Annual Budget</b>	<b>Budget Less Actual YTD</b>	<b>Budget Remaining / Budget %</b>
Operating Revenues	\$230,841,012	\$225,793,889	\$ 5,047,123	2%	360,839,549	129,998,537	36%
Operating Expenses							
Cost of Energy	180,918,341	191,054,287	10,135,946	5%	317,090,165	136,171,824	43%
Other Operating Expenses	5,256,183	5,129,254	(126,929)	-2%	9,378,650	4,122,467	44%
Total Operating Expenses	186,174,524	196,183,541	10,009,017	5%	326,468,815	140,294,291	43%
Operating Income (Loss)	44,666,488	29,610,348	15,056,140	51%	34,370,733	(10,295,755)	
Nonoperating Income/(Expense)							
Interest Income	172,141	82,971	89,170	107%	148,585	(23,556)	-16%
Interest Expense	(1,097,534)	(783,219)	(314,315)	-40%	(1,211,969)	(114,435)	9%
Total Nonoperating Income/(Expense)	(925,393)	(700,248)	(225,145)	-32%	(1,063,383)	(137,990)	13%
Change in Net Position	\$ 43,741,095	\$ 28,910,100	\$ 14,830,995		\$ 33,307,350	\$ (10,433,745)	

These financial statements do not contain note disclosures, have not been subjected to an audit or review or compilation engagement, and no assurance is provided on them.

LIST OF PAYMENTS ISSUED

The report on the following page provides the details of payments issued by CEA for the month. All payments were within approved budget.

<u>Date</u>	<u>Type</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
01/02/2025	Wire	3DEGREES	REC CA Compliance	468,750.00
01/23/2025	ACH/CHECK	AVANTI EXECUTIVE SUITES	Feb 2025 -Rent	1,497.20
01/08/2025	ACH/CHECK	BRAUN BLAISING SMITH WYNNE	November 2024 - Professional Services	1,535.25
01/21/2025	ACH/CHECK	BRENTECH INCORPORATED	Annual Support Agreement Retainer	3,500.00
01/29/2025	ACH/CHECK	CaCCA	FY 24-25 Q3 Operational Membership Dues	113,825.00
01/27/2025	online	CALIFORNIA DEPT TAX& FEE ADMIN	2024-Q4 Electric Energy Surcharge	155,505.00
01/13/2025	ACH/CHECK	CALPINE ENERGY SOLUTIONS	November 2024 Services	280,292.40
01/21/2025	Wire	EDF TRADING NORTH AMERICA	December 2024 - Capacity Purchase	706,500.00
01/02/2025	ACH/CHECK	EMPOWER (401a)	Employee Retirement - 01/05/2025	6,291.69
01/22/2025	ACH/CHECK	EMPOWER (401a)	Employee Retirement - 01/22/2025	6,291.69
01/02/2025	ACH/CHECK	EMPOWER (457b)	Employee Retirement -01/05/2025	3,958.34
01/22/2025	ACH/CHECK	EMPOWER (457b)	Employee Retirement -01/22/2025	3,958.34
01/21/2025	Wire	ES 1A Group 2 Opco, LLC	December 2024 - RA Purchase -	108,360.00
01/28/2025	ACH/CHECK	Evolution Affairs, LLC	December 2024 - Professional Service	1,715.00
01/14/2025		Integra Insurance Services, Inc.	Policy Period January 14, 2025 to January 14, 2026	22,609.85
01/02/2025	Wire	JPMorgan	Interest - Facility Name: R/C COMMIT	72,673.61
01/02/2025	Wire	JPMorgan	Interest - Facility Name: R/C COMMIT	15,224.04
01/21/2025	Wire	JPMorgan	Interest - Pricing Option: CME Term	52,610.74
01/27/2025	Wire	JPMorgan	Principal Repayment	7,250,000.00
01/27/2025	wire	JPMorgan	Interest - Pricing Option: CME Term	9,483.87
01/27/2025	Wire	JPMorgan (LOC Fees only)	Interest - Pricing Option: CME Term	19,166.67
01/21/2025	ACH/CHECK	Keyes & Fox LLP	December 2024 - Professional Services	13,790.42
01/21/2025	Wire	LEAPFROG POWER, INC.	January 2025 RA	17,176.00
01/14/2025	ACH/CHECK	Maher Accountancy	Bill.com cloud-based accounts payable fees	2,194.22
01/21/2025	ACH/CHECK	Maher Accountancy	Services January 2025	10,500.00
01/15/2025	ACH/CHECK	MCCAULEY, KAYLIN	Expense Reimbursement	48.43
01/21/2025	ACH/CHECK	MCCAULEY, KAYLIN	Expense Reimbursement	3,052.05
01/08/2025	ACH/CHECK	NewGen Strategies & Solutions	Dec-24	8,933.75
01/02/2025	ACH/CHECK	Neyenesch Printers	Printing Services	1,089.33
01/08/2025	ACH/CHECK	Neyenesch Printers	Printing Services	731.99
01/08/2025	ACH/CHECK	Neyenesch Printers	Printing Services	1,383.74
01/24/2025	ACH/CHECK	Neyenesch Printers	Printing Services	1,303.14
01/30/2025	ACH/CHECK	Neyenesch Printers	Printing Services	1,247.85
01/21/2025	Wire	Orange County Power Authority	December 2024 - System Flex	297,500.00
01/29/2025	ACH/CHECK	Pacific Energy Advisors, Inc	December 2024 - Technical Consulting Advisors	39,000.00
01/27/2025	Wire	PARTICIPATE ENERGY FUND LLC	Jan-25	635.09
01/21/2025	ACH/CHECK	PILLSBURY WINTHROP SHAW	For Professional Services April 2024	278.00
01/21/2025	ACH/CHECK	PILLSBURY WINTHROP SHAW	For Professional Services June 2024	834.00
01/21/2025	ACH/CHECK	PILLSBURY WINTHROP SHAW	For Professional Services November 2024	4,309.00
01/21/2025	Wire	Powerex	Transactions for the Period of Dec-Jan 2025	246,717.06
01/21/2025	Wire	Resi Station LLC	Proxy Demand Response for CEA Dec2024	1,800.00
01/06/2025	ACH/CHECK	River City Bank CC	December 2024 Expenses	6,211.58
01/28/2025	ACH/CHECK	River City Bank CC	January 2025 Expenses	14,799.35
01/06/2025	ACH/CHECK	River City Bank CC	January 2025 Expenses	194.47
01/14/2025	ACH/CHECK	San Marcos Chamber of Commerce	January 2025 - Engage Level Membership Package	346.00
01/21/2025	Wire	SDG&E (Procurement)	12/24 CEA - 12/24 CEA	198,863.60
01/21/2025	Wire	SDG&E (Procurement)	VA Bundled LT Contracts & VA Unbundled LT Contracts	2,318,199.84
01/08/2025	ACH/CHECK	SDG&E(Service Fees)	For services November 2024	51,390.73
01/09/2025	ACH/CHECK	SDRMA	Coverage Month: February 2025	11,257.51
01/21/2025	Wire	SEMPRA	December 2024 - Capacity Purchases	1,139,000.00
01/13/2025	ACH/CHECK	State Compensation Insurance Fund	Monthly - Worker's Comp	1,388.85
01/07/2025	ACH/CHECK	STERN, ANDREW	December 2024 professional fees	13,000.00
01/08/2025	ACH/CHECK	The Bayshore Consulting Group, Inc	December 2024 - CCA Operations Consulting	5,075.00
01/21/2025	Wire	THE ENERGY AUTHORITY	January 2025 - CAISO Weekly Channelside	9,856.84
01/27/2025	Wire	THE ENERGY AUTHORITY	January 2025 - CAISO Weekly Channelside	79,187.23
01/27/2025	Wire	THE ENERGY AUTHORITY	January 2025 - CAISO Weekly	137,735.60
01/30/2025	ACH/CHECK	THE ENERGY AUTHORITY	December 2024 - Resource Management Monthly Fees	44,215.08

01/09/2025	ACH/CHECK	Tripepi, Smith & Associates, Inc.	December 2024 - Communications and Marketing Service	14,173.10
01/28/2025	ACH/CHECK	Tripepi, Smith & Associates, Inc.	December 2024 - Communications and Marketing Service	442.33
01/03/2025	ACH/CHECK	USPS	First-Class Mail and First-Class Package Service	955.89
01/14/2025	ACH/CHECK	USPS	First-Class Mail and First-Class Package Service	1,848.06
01/21/2025	ACH/CHECK	USPS	First-Class Mail and First-Class Package Service	831.64
01/28/2025	ACH/CHECK	USPS	First-Class Mail and First-Class Package Service	552.90
01/21/2025	Wire	WESTERN POWER & STEAM II, LLC	Jan 2025 RA	100,000.00
01/06/2025	ACH/CHECK	ACH/CHECK	Net energy metering cashouts	19,748.35
<b>Total for Operating Account</b>				<b>14,125,546.71</b>
01/23/2025	Lockbox	Constellation Generation Company, LLC	November 2024 - Power Purchase	255,358.40
01/23/2025	Lockbox	MORGAN STANLEY CAPITAL	December 2024 - Electricity	6,731,799.98
01/23/2025	Lockbox	NRG	November 2024 - Energy Purchase	2,335,861.84
01/23/2025	Lockbox	Shell Oil North America	November 2024 - Energy Purchases	3,131,864.39
01/23/2025	Lockbox	Tecolote Wind LLC	December 2024 - Resource Adequacy Benefits	85,255.00
<b>Total for Lockbox Account</b>				<b>12,540,139.61</b>

## Staff Report

**DATE:** March 27, 2025

**TO:** Clean Energy Alliance Board of Directors

**FROM:** Gregory Wade, Chief Executive Officer

**ITEM 2:** Approving a Professional Services Agreement for Energy Portfolio and Valuation Platform Services with cQuant.IO, Inc. and Authorizing the Chief Executive Officer to Execute the Agreement

---

### **RECOMMENDATION:**

Adopt Resolution No. 2025-009 approving a Professional Services Agreement for Energy Portfolio and Valuation Platform Services with cQuant.IO, Inc. and authorizing the Chief Executive Officer to execute the Agreement, subject to General Counsel approval.

### **BACKGROUND AND DISCUSSION:**

Clean Energy Alliance's (CEA's) electricity load served has grown with its expansions to San Marcos and Escondido and Oceanside and Vista in 2023 and 2024, respectively. With these expansions, CEA's energy supply portfolio is expanding, both in terms of the number of energy supply contracts and the total volume and cost that these contracts represent. Most Community Choice Aggregators (CCAs) with similar or larger electricity load to what CEA currently serves utilize some form of portfolio and risk management service, typically contracted as a software platform that the CCA's power supply staff are frequently entering contracts and performing analyses with. These energy portfolio and risk analytics platforms help CCAs manage existing portfolios (CEA's energy supply portfolio represents over \$300m in value each year) and help make better energy supply decisions on contracts that can have a significant value and cost of millions of dollars.

As CEA hires new staff – in particular, the contemplated Energy Analytics and Risk Manager/Analyst and Energy Contracts & Compliance Manager/Analyst positions – an energy portfolio management solution will be critical for these staff to be effective in their roles. In anticipation of these new staff coming onboard, CEA issued a Request for Proposals (RFP) for an Energy Portfolio Management and Valuation Platform. Four responses were received, and of these proposals the cQuant.IO, Inc. proposal was deemed the preferred bidder based on best value, relevant experience and qualifications, reasonableness of budget and schedule, and the proposer's overall response. Staff recommends entering into this Professional Services Agreement with cQuant.IO, Inc. in an amount not to exceed \$605,000 over three years.

**FISCAL IMPACT:**

Sufficient funds for professional services to support power supply are available in the adopted Fiscal Year (FY) 2024/25 budget. If approved by the CEA Board of Directors, funding for these services will be included in the FY 2025/26 Budget.

Submitted for Board consideration:



---

Gregory Wade  
Chief Executive Office

**ATTACHMENTS:**

- A. Resolution No. 2025-009 approving a Professional Services Agreement for Energy Portfolio and Valuation Platform Services with cQuant.IO, Inc.
- B. Professional Services Agreement with cQuant.IO, Inc.

**CLEAN ENERGY ALLIANCE  
RESOLUTION NO. 2025-009**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF CLEAN ENERGY ALLIANCE  
APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR ENERGY PORTFOLIO  
AND VALUATION PLATFORM SERVICES WITH CQUANT.IO, INC. AND  
AUTHORIZING EXECUTION OF THE AGREEMENTS**

**WHEREAS**, Clean Energy Alliance (CEA) is a joint powers authority established on November 4, 2019, and organized under the Joint Exercise of Powers Act (Government Code Section 6500 *et seq.*); and

**WHEREAS**, CEA received a proposal from cQuant.IO, Inc. which was determined by CEA Staff as the preferred bidder across four proposals received in response to its Request for Proposals for an Energy Portfolio Management and Valuation Platform; and

**WHEREAS**, CEA has negotiated a Professional Services Agreement for these services with cQuant.IO, Inc., which was considered by the Board of Directors of Clean Energy Alliance at its March 27, 2025 regular meeting.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of Clean Energy Alliance hereby finds, determines and resolves as follows:

Section 1. The foregoing recitals are true and correct and incorporated fully herein.

Section 2. The Professional Services Agreement with cQuant.IO, Inc., is hereby approved.

Section 3. The Chief Executive Officer is hereby authorized and directed to execute the Professional Services Agreement with cQuant.IO, Inc., substantially in the form provided to the Board of Directors on March 27, 2025 and as acceptable to CEA's General Counsel.

Section 4. The Chief Executive Officer is hereby authorized and directed to execute such other documents and take such other and further actions as may be necessary and proper to accomplish the purposes of this resolution.

The foregoing Resolution was passed and adopted this 27th day of March, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

---

Katie Melendez, Board Chair

ATTEST:

---

Kaylin McCauley, Clerk to the Board



**AGREEMENT BETWEEN THE CLEAN ENERGY ALLIANCE AND  
CQUANT.IO, INC. FOR  
ENERGY RISK MANAGEMENT SOFTWARE SERVICES**

THIS AGREEMENT, is entered into this 31st of March, 2025, by and between CLEAN ENERGY ALLIANCE, an independent joint powers authority (“Authority”), and cQuant.IO, Inc., a Delaware corporation (“Consultant”) (collectively referred to as the “Parties” or individually as a “Party”), with respect to the following essential facts:

**RECITALS:**

A. Authority is an independent public agency duly organized under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code Sections 6500 *et seq.*) (“Act”) with the power to conduct its business and enter into agreements.

B. Consultant provides an online platform that provides on demand energy risk management analytics.

C. Authority and Consultant desire to enter into this Agreement for the Authority to have access to Consultant’s online platform.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **TERM**

The term of this Agreement shall commence on March 31, 2025 and shall continue as set forth on Exhibit “A”, which is attached hereto and incorporated herein fully by this reference, unless terminated earlier pursuant to Section 19 hereof or extended upon the written mutual agreement of the Parties. Exhibit “C”, which is attached hereto and incorporated herein fully by this reference, describes the process for renewals to the term of this Agreement if automatic renewals are specified on Exhibit “A”.

2. **SERVICES TO BE PERFORMED**

Consultant shall perform each and every service set forth in Exhibit “A” which is attached hereto and incorporated herein fully by this reference.

3. **COMPENSATION TO CONSULTANT**

Consultant shall be compensated for services performed pursuant to this Agreement in a total amount not to exceed Six Hundred and Five Thousand Dollars for the term and based on the rates and terms set forth in Exhibit “A”.

4. **TIME IS OF THE ESSENCE**

Consultant and Authority agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE**

Consultant agrees that all services shall be performed by qualified and experienced personnel in conformity with the applicable requirements of federal, state and local laws in effect at the time that the services are being performed.

6. **INDEPENDENT PARTIES**

Authority and Consultant intend that the relationship between them created by this Agreement is that of an independent contractor. The manner and means of conducting the work are under the control of Consultant as an independent contractor and in pursuit of Consultant's independent calling, except to the extent that they are limited by statute, rule or regulation or the express terms of this Agreement. The Consultant has and shall retain the right to exercise full control and supervision of all persons assisting the Consultant in the performance of the services required by this Agreement, Authority only being concerned with the finished results of the work being performed. No civil service status or other right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by Authority to its employees, including but not limited to, employer-paid payroll taxes, Social Security, retirement benefits, health benefits, unemployment insurance, workers' compensation plans, vacation and sick leave, nor any other benefits are available from Authority to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant. It is the intent of the Parties that neither Consultant nor its officers, employees or agents are to be considered employees of Authority, whether "common law" or otherwise, and Consultant shall indemnify, defend and hold Authority harmless from any such obligations related to its officers, employees and agents.

7. **NO RECOURSE AGAINST CONSTITUENT MEMBERS OF AUTHORITY.**

Authority is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (Government Code Sections 6500 *et seq.*) pursuant to a Joint Powers Agreement dated November 4, 2019, as amended from time to time, and is a public entity separate from its constituent members. Authority shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. Contractor shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Authority's constituent members in connection with this Agreement.

8. **NON-DISCRIMINATION**

Consultant agrees that it shall not harass or discriminate against a job applicant, an Authority employee or contractor, or Consultant's employee or subcontractor on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital or veteran status, medical condition, pregnancy, sex, age, sexual orientation, genetic information, gender expression, or any other protected class. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their sex, race, color, age, religion, ancestry, national origin, disability, military or veteran status, medical condition, genetic information, gender expression, marital status, or sexual orientation and shall make reasonable accommodation to qualified individuals with disabilities or medical conditions. Such action shall include, but not be limited to the following: employment, upgrading, demotion,

transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Consultant agrees that any and all violations of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS AND INDEMNIFICATION**

A. **General Indemnification.** Consultant shall, to the fullest extent allowed by law, indemnify and hold harmless the Authority, its members, and their respective officers, officials, agents, employees and volunteers (collectively “Indemnitees”) from and against any and all liabilities, damages, judgments, liens, levies, costs, expenses and losses whatsoever, including reasonable attorneys’ fees, reasonable expert fees, and other reasonable costs of litigation, resulting from or incurred as a result of any claim, action, cause of action, proceeding, suit, or demand made by a third party (a “Third-Party Claim”) arising out of or related to Consultant’s (a) negligence (whether active or passive), illegal acts or omissions or willful misconduct, (b) breach of this Agreement, or (c) alleged violation of any third party’s intellectual property rights. Upon request by an Indemnatee, Consultant shall defend the Indemnatee against a Third-Party Claim.

B. **IP Indemnification.** If a Third-Party Claim asserts or involves an allegation that the services provided hereunder violate, infringe, or misappropriate a third party’s copyright, patent, trademark, or other U.S. intellectual property right, and the service is held, or in Consultant’s option is reasonably likely to be held, by a court of competent jurisdiction to violate, infringe, or misappropriate the third party’s intellectual property rights, Consultant shall, in addition to providing indemnification under Section 9.A., at its sole option and expense, (i) procure for the Authority the right to continue using the infringing service; (ii) replace or modify the infringing service so that it becomes non-infringing (such modification or replacement shall be materially similar to the original); or, (iii) if neither (i) nor (ii) is practicable in Consultant’s sole discretion, terminate this Agreement and refund to the Authority any prepaid fees for the remainder of the term. Section 9.A. and this Section 9.B. are the Authority’s exclusive remedies, and Consultant’s sole obligations in the event that any service provided hereunder violates, infringes, or misappropriates any third party’s intellectual property rights.

C. **Employee Benefits Eligibility Indemnification.** In the event that Consultant’s employee, subcontractor, independent contractor or other person providing services under this Agreement on Consultant’s behalf (collectively, “Consultant’s Personnel”) claims or is determined by a court of competent jurisdiction or administrative agency to be eligible for enrollment in or entitled to any benefits of the Authority or its constituent members, Consultant shall indemnify, defend, and hold harmless Authority or its constituent members for the payment of any employer and employee contributions for such benefits on behalf of the employee as well as for payment of any penalties and interest on such contributions that would otherwise be the responsibility of the Authority or its constituent members. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant’s Personnel providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation and benefit including, but not limited to, eligibility to enroll in any benefit program as an employee of Authority or its constituent members and entitlement to any contributions to be paid by Authority or its constituent members for employer contributions and/or employee contributions for any employee benefits.

D. **Indemnification for Employee Payments.** Consultant agrees to defend and indemnify the Authority and its constituent members for any obligation, claim, suit or demand for

tax, retirement contribution including any contribution to any retirement system, social security, salary or wages, overtime payment, or workers' compensation payment which the Authority or its constituent members may be required to make for work done under this Agreement.

E. The acceptance of the services provided by this Agreement by Authority shall not operate as a waiver of the right of indemnification. The provisions of this Section 9 shall not be limited by any provision of insurance coverage that the Consultant may have in effect or be required to obtain and maintain during the term of this Agreement. The provisions of this Section 9 are continuing obligations and survive the completion of the services or termination of this Agreement.

#### 10. **INSURANCE:**

A. **General Requirements.** On or before the commencement of the term of this Agreement, Consultant shall furnish Authority with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with the requirements listed in Exhibit "B," which is attached hereto and incorporated herein by this reference. Such insurance and certificates, which do not limit Consultant's indemnification obligations under this Agreement, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the Authority by certified mail, Attention: General Counsel. Ten (10) days advance written notice for cancellation due to non-payment of premium shall be provided by the insurer to the Authority in the same manner."

Consultant shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company that is acceptable to Authority and licensed to do insurance business in the State of California. Endorsements naming the Authority as additional insured shall be submitted with the insurance certificates. All endorsements shall be on forms approved by Authority. Consultant shall provide certified copies of required insurance policies, which shall include the declaration pages, a schedule of forms listing all policy endorsements, and all policy forms, upon Authority's request.

B. **Subrogation Waiver.** Consultant agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance, Consultant shall look solely to its insurance for recovery. Consultant hereby grants to Authority, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or Authority with respect to the services of Consultant herein, a waiver of any right to subrogation that any such insurer of Consultant may acquire against Authority by virtue of the payment of any loss under such insurance.

C. **Primary and Non-contributory.** The commercial general liability, including any excess or umbrella policies being used to meet the required limits of insurance, and automobile liability policies shall contain, or be endorsed to contain, a provision that such policies are primary and non-contributory to any insurance that may be carried by the Authority or its members, as reflected in an endorsement at least as broad as CG 20 01 04 13, which shall be submitted to the Authority. Any insurance or self-insurance maintained by the Authority, its members or their respective officers, officials, employees, or representatives shall be excess of the Consultant's insurance and shall not contribute with it.

D. Failure to secure or maintain insurance. If Consultant at any time during the term hereof should fail to secure or maintain the foregoing insurance, Authority shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

E. Additional Insured. Authority, its members, and their respective, officers, employees and volunteers shall be named as additional insureds under all insurance coverages, except any professional liability insurance, required by this Agreement. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

F. Self-Insured Retentions. Any self-insured retentions are the responsibility of the Consultant and must be declared to and approved by Authority. At the option of Authority, either (1) the insurer shall reduce or eliminate such self-insured retentions as respects the Authority, its members and their respective officers, officials, employees and volunteers, or (2) the Consultant shall provide a financial guarantee satisfactory to Authority guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

G. Sufficiency of Insurance. The insurance limits required by Authority are not represented as being sufficient to protect Consultant. Consultant is advised to confer with Consultant's insurance broker to determine adequate coverage for Consultant.

H. Maximum Coverage and Limits. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be the minimum coverage and limits specified in this Agreement, or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

I. Special Risks or Circumstances. Authority reserves the right to modify these requirements, including limits, based on the nature of risk, prior experience, insurer, coverage, or other special circumstances.

## 11. CONFLICT OF INTEREST

Consultant represents and warrants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, that would conflict in any way with the performance of this Agreement, and that it will not employ any person having such an interest. Consultant agrees to advise Authority immediately if any conflict arises and understands that it will be required to fill out a conflict of interest form under Authority's Conflict of Interest Code.

## 12. PROHIBITION AGAINST TRANSFERS

A. Consultant shall not assign, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of Authority. Any attempt to do so without such consent shall be null and void, and any assignee,

pledgee, or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from Authority under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent. Written notice of such assignment shall be promptly furnished to Authority by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the Consultant.

B. Notwithstanding Section 12.A., nothing herein shall prohibit Consultant from: (i) assigning this Agreement and all of its rights and obligations hereunder in connection with the sale or transfer of all or substantially all of its assets as a going concern upon written notice to Authority; or (ii) selling, assigning, or transferring issued and outstanding capital stock of the Consultant constituting more than 50% of the voting power of the Consultant in conjunction with a sale of the Company upon written notice to the Authority.

### 13. **SUBCONTRACTOR APPROVAL**

A. Unless prior written consent from Authority is obtained, only those persons and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement.

B. In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance in substantial conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

C. If Consultant subcontracts for any of the work to be performed under this Agreement, Consultant shall be as fully responsible to the Authority for the acts and omissions of Consultant's subcontractors and for the persons either directly or indirectly employed by the subcontractors, as Consultant is for the acts and omissions of persons directly employed by Consultant. Nothing contained in the Agreement shall create any contractual relationship between any subcontractors of Consultant and the Authority or its members. In any dispute between the Consultant and its subcontractor, neither the Authority nor any of its members shall be made a party to any judicial or administrative proceeding to resolve the dispute. The Consultant agrees to defend, hold harmless and indemnify the Indemnitees as described in Section 9 of this Agreement, should any of the Indemnitees be made a party to any judicial or administrative proceeding to resolve any such dispute.

D. Consultant agrees to include within their subcontract(s) with any and all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by Consultant shall agree to be bound to Consultant and Authority in the same manner and to the same extent as Consultant is bound to Authority under this Agreement. Subcontractors shall agree to include these same provisions within any sub-subcontract. Consultant shall provide a copy of the Indemnity and Insurance provisions of this Agreement to any subcontractor. Consultant shall require all subcontractors to provide valid certificates of

insurance and the required endorsements prior to commencement of any work and will provide proof of compliance to Authority.

14. **INTENTIONALLY LEFT BLANK**

15. **RECORDS**

Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts and other such information required by Authority that relate to the performance of services under this Agreement, in sufficient detail to permit an evaluation of the services and costs. All such records shall be clearly identified and readily accessible. Consultant shall provide free access to such books and records to the representatives of Authority or its designees at all proper times, and gives Authority the right to examine and audit same, and to make transcripts and copies therefrom as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a minimum period of five (5) years after Consultant receives final payment from Authority for all services required under this Agreement.

16. **SUPPLIER DIVERSITY**

General Order 156 (GO 156) is a California Public Utilities Commission ruling that requires utility entities to procure at least 21.5% of their contracts with majority women-owned, minority-owned, disabled veteran-owned and LGBT-owned business enterprises' ("WMDVLGBTBEs") in all categories. Qualified businesses become GO 156 certified through the CPUC and are then added to the GO 156 Clearinghouse database.

The CPUC Clearinghouse can be found here: [www.thesupplierclearinghouse.com](http://www.thesupplierclearinghouse.com). While CEA is not legally required to comply with GO 156, CEA's policies and commitment to diversity are consistent with the principles of GO 156, and CEA has an Inclusive and Sustainable Workforce Policy, which can be found at <https://thecleanenergyalliance.org/key-documents>.

CEA will provide a link to a survey annually to each of its contract vendors, which may ask for disclosure of (a) their GO 156 certification status, (b) their efforts to work with diverse business enterprises, including those owned or operated by women ("WBE"), minorities ("MBE"), disabled veterans ("DVBE"), and lesbian, gay, bisexual, or transgender people ("LGBTBE"); and (c) other information regarding inclusivity in their workforce or related to CEA's goals as stated in CEA's Inclusive and Sustainable Workforce Policy. CEA will use the information obtained solely to help evaluate how well it is conforming to its own policies and goals. Pursuant to California Proposition 209, CEA does not discriminate against nor grant preferential treatment based on race, sex, color, ethnicity, or national origin.

17. **CONFIDENTIALITY AND SECURITY**

A. **Confidential Information.** Consultant shall comply with all applicable law and maintain in confidence and not disclose to any third party nor use in any manner not required or authorized under this Agreement any and all proprietary or confidential information held by Authority or provided to Consultant by Authority or Authority's customers, including confidential information regarding Authority's customers and employees, except as may be required by law.

B. **Security.** Consultant represents and warrants that its collection, access, use, storage, disposal and disclosure of Confidential Information accessed and/or collected from Authority or

its customers does and will comply with all applicable federal and state privacy, utility customer and data protection laws, including, but not limited to, CPUC General Order 66-D, Decision (D.) 17-09-024, Public Utilities Code Section 8380 and associated CPUC decisions D.11-07-056 and D.12-08-045, the Critical Infrastructure Information Act of 2002, and 18 CFR § 388.113. Consultant's implementation of commercially reasonable administrative, technical and physical safeguards designed to ensure the security and confidentiality of data and information provided by Authority or its customers or used in connection with providing services under this Agreement, including data or information about third parties ("Authority's Data") shall also be designed to prevent the access or use of Authority's Data for any marketing or commercial purpose not expressly authorized pursuant to a written agreement between Consultant and Authority.

C. Notice and Remedy of Breaches. Each Party shall promptly give notice to the other of any actual or suspected breach by it of any of the provisions of Section 16 of this Agreement, whether or not intentional, and the breaching Party shall, at its expense, take all steps reasonably requested by the other Party to prevent or remedy the breach.

D. Enforcement. Each Party acknowledges that any breach of any of the provisions of Section 16 of this Agreement may result in irreparable injury to the other for which money damages would not adequately compensate. If there is a breach, then the injured Party shall be entitled, in addition to all other rights and remedies which it may have, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all persons involved from continuing the breach.

## 18. NOTICES

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, or approvals shall be addressed as follows:

### TO AUTHORITY:

Clean Energy Alliance  
Chief Executive Officer  
5857 Owens Ave, Suite 2023  
Carlsbad, CA 92008

### TO CONSULTANT:

cQuant.IO, Inc.  
Attn: David Leevan, President  
357 South McCaslin Blvd  
Louisville, CO 80027

## 19. TERMINATION

A. In the event Consultant fails or refuses to perform any of the provisions hereof at the time or in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If Consultant fails to cure the default within the time specified



(which shall be not less than 10 days) and according to the requirements set forth in Authority's written notice of default, and in addition to any other remedy available to the Authority by law, Authority may terminate the Agreement by giving Consultant written notice thereof, which shall be effective immediately. Upon receipt of any notice of termination, Consultant shall immediately discontinue performance and within five (5) working days: (1) assemble all documents owned by Authority and in Consultant's possession, and deliver said documents to Authority; and (2) place all work in progress in a safe and protected condition.

B. Authority shall pay Consultant for services satisfactorily performed up to the effective date of termination.

20. **COMPLIANCE**

Consultant shall comply with all applicable local, state and federal laws, now existing or hereafter amended or enacted.

21. **CONFLICT OF LAW**

This Agreement shall be interpreted under, and enforced by the laws of the State of California. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought related to this Agreement shall be filed with the Superior Court of the County of San Diego, State of California. Consultant hereby waives any and all objections to personal jurisdiction and venue in said forum.

22. **ADVERTISEMENT**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from Authority to do otherwise.

23. **WAIVER**

A waiver by Authority of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

24. **INTEGRATED CONTRACT**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the Parties, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by a written document signed by both Authority and Consultant.

25. **DRAFTING AMBIGUITIES**

The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole

responsibility of each Party. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which each Party participated in the drafting of the Agreement.

26. **INSERTED PROVISIONS**

Each provision and clause required by law to be inserted into the Agreement shall be deemed to be incorporated herein, and the Agreement shall be read and enforced as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either Party.

27. **CAPTIONS AND TERMS**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

28. **CONSEQUENTIAL DAMAGES; LIMITATION OF LIABILITY**

A. Neither Party shall be liable to the other for special, indirect, punitive, or consequential damages, including, without limitation, loss of use, loss of data, or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

B. Except for the Consultant's indemnification obligations hereunder, Consultant's entire liability arising out of or related to this Agreement will not exceed the total fees paid to Consultant hereunder in the 12 month period immediately before the event giving rise to liability or the insurance limits required herein, whichever is greater.

29. **SEVERABILITY**

In the event that any part of this Agreement is found to be illegal or unenforceable under the law as it is now or hereafter in effect, either Party will be excused from performance of such portion or portions of this Agreement that is found to be illegal or unenforceable without affecting the remaining provisions of this Agreement.

30. **COUNTERPARTS/ELECTRONIC SIGNATURES**

This Agreement may be executed electronically and in any number of counterpart, which together shall constitute one and the same agreement. A true and correct electronic copy of this Agreement may be used for all purposes as an original.

31. **SIGNATORY AUTHORITY**

The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

32. **INCORPORATION OF CONSULTANT'S STANDARD TERMS AND CONDITIONS; ORDER OF PRECEDENCE**

Consultant's Standard Terms and Conditions (the "Standard Terms") are attached hereto as Exhibit "C" and hereby incorporated by reference. In the event of a conflict between the main body of this Agreement and the Exhibits hereto, the provisions in the main body of this Agreement

shall take precedence unless a provision in an Exhibit expresses a clear intent to supersede the provisions of this Agreement, in which case the provision in the Exhibit shall take precedence. Notwithstanding the foregoing, Articles 3, 4, 6, and 8 of the Standard Terms shall control over any conflicting provisions elsewhere in this Agreement. As between the Exhibits, the terms of Exhibit “A” shall control over those in Exhibit “C”.

[signature page follows]

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed as of the date set forth above.

CQUANT.IO, INC., a Delaware  
corporation

By: \_\_\_\_\_  
Name: David Leevan  
Title: Chief Executive Officer

By: \_\_\_\_\_  
Name: Neil Nordby  
Title: Secretary, CFO

APPROVED AS TO FORM:

\_\_\_\_\_  
Counsel for Consultant

CLEAN ENERGY ALLIANCE  
A Joint Powers Authority

By: \_\_\_\_\_  
Name: Gregory Wade  
Title: Chief Executive Officer

APPROVED AS TO FORM:

\_\_\_\_\_  
Counsel for Authority

ATTEST:

\_\_\_\_\_  
Authority Clerk

**Exhibit A**  
**CQUANT.IO ORDER FORM**

Customer Information:	
Company Name	Clean Energy Alliance
Division or Department	Power Procurement
Billing Address	5857 Owens Ave, 3rd Floor
License Administrator Name	Dan Peckham
License Administrator Email	dpeckham@thecleanenergyalliance.org
License Administrator Phone	(760) 209-6177, ext. 706
Billing Contact Name	Accounts Payable
Billing Contact Email	accountspayable@thecleanenergyalliance.org
Billing Contact Phone	(760) 209-6177
License & Services	
Initial License Term In Months	36 months (3 years)
Total Contracted Superusers	■
Total Contracted Reporting Users	■
Additional Terms	
Additional Terms and Comments	

Licensed Products	Price	Quantity
<b>cQuant Base Bundle</b> Includes cQuant's Analytic Platform and Cloud Infrastructure, Core Risk Factor Simulation, Custom Formulas, Advanced Net Position at Risk Model, Component GMaR, Contract Valuation Model, Congestion Price Estimation Model, One Report User, One Super User, Data Storage (1TB), and 2 tickets to attend cQuant University Annual User Group Meeting. It also includes 30 hours of annually recurring managed professional services for enhanced support.	\$ [REDACTED]	1
<b>Renewable Bundle</b> Includes Advanced Battery Storage Optimization Model, ReAssure PPA Valuation Model, Renewable Value Dashboard, and Renewable Value Breakout Model.	\$ [REDACTED]	1
<b>CCA Bundle</b> Includes Slice of Day Optimization Model, Retail Valuation Model, and Open Position Model.	\$ [REDACTED]	1
<b>Super User</b> A full-access user within the cQuant Analytics Platform that can create, view, modify, and delete model runs and all associated inputs/outputs. Modify/delete permissions can be further provisioned on a per-super-user basis separately within each collaboration workspace.	\$ [REDACTED] [REDACTED] [REDACTED]	1
<b>Report User</b> A "read only" user within the cQuant Analytics Platform that can view inputs, parameters, outputs, and reports associated with model runs but cannot create, modify, or delete any analysis.	\$ [REDACTED] [REDACTED] [REDACTED]	1

**Total Annual Amount Due  
for Year 1**

**\$195,456**

This package includes enhanced support and onboarding training to ensure a smooth and successful implementation. To align with industry standards and account for future enhancements, a [REDACTED] annual increase will be applied to the total annual subscription cost in subsequent years.

This Order Form, when signed by the Customer and accepted by cQuant.IO, Inc. below, is a legally binding contract between cQuant.IO, Inc. and the Customer. The terms of the contract include (as applicable to the items ordered) the "Standard Terms and Conditions" contained in Exhibit C.

The person signing for the Customer below represents that he or she is duly authorized to sign this document on behalf of the Customer.

**Accepted by Customer:**

Company Name	Clean Energy Alliance
Signatory Name (printed)	Gregory Wade
Signatory Title	Chief Executive Officer
Signature	
Date	

<b>Accepted by cQuant.IO, Inc.:</b>  By:  David Leevan, CEO  Date:	<b>cQuant.IO, Inc.</b>  <b>357 South McCaslin Blvd., Suite 200, Louisville CO 80027</b>  <a href="http://www.cQuant.IO">www.cQuant.IO</a>
--	---

**Exhibit B**  
**Insurance Requirements and Proof of Insurance**

Proof of insurance coverage described below is attached to this Exhibit, with Authority and its members and their respective officials, officers, employees, agents and volunteers named as additional insured.

Consultant shall maintain the following minimum insurance coverage:

A. **COVERAGE:**

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California and providing, at minimum, \$1,000,000.00 employers' liability coverage.

(2) **Liability:**

Commercial general liability ("CGL") coverage with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage, including ongoing and completed operations. ISO occurrence Form CG 0001 or equivalent is required. If limits apply separately to this Agreement (CG 25 03 or 25 04), the general aggregate limit shall not apply. There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs shall be outside the limits of the policy. If Consultant or subcontractor maintains higher limits than the limits shown above, Authority shall be entitled to coverage for the higher limits maintained by the Consultant and their subcontractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority. Any excess or umbrella policies being used to meet the required limits of insurance will be evaluated separately and must meet the same qualifications as the Consultant's primary policy.

(3) **Automotive:** [Reserved.]

(4) **Professional Liability**

Professional liability insurance that includes coverage for the professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000 per claim and \$2,000,000 annual aggregate. Consultant shall ensure both that (1) the policy retroactive date is on or before the date of commencement of the services; and (2) the policy will be maintained in force for a period of three years after substantial completion of the services or termination of this Agreement, whichever occurs last. Consultant agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase Authority's exposure to loss. All defense costs shall be outside the limits of the policy. If Consultant maintains higher limits than the limits shown above, Authority shall be entitled to coverage



for the higher limits maintained by Consultant. Any available proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Authority.

(5) **Cyber Liability**

Consultant maintain Cyber Liability with a limit of \$2,000,000 per occurrence or claim and \$2,000,000 annual aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as are undertaken by Consultant in this Agreement and shall include claims involving infringement of intellectual property, infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to such obligations. All defense costs shall be outside the limits of the policy.

**Exhibit C**  
**Consultant's Standard Terms and Conditions**

These Standard Terms and Conditions (“**Terms and Conditions**”) apply to, and are incorporated by reference into, an order form (“**Order Form**”) and an Agreement for Energy Risk Management Software Services (“**Agreement**”) that have been signed by cQuant.IO, Inc. (“**cQuant**” or “**Consultant**”) and Clean Energy Alliance, the cQuant customer identified in the Order Form (“**Customer**” or “**Authority**”). The signed Order Form and Agreement, together with these Terms and Conditions, state the terms of a binding contract (this “**Service Contract**”) under which cQuant shall provide, and Customer shall purchase and pay for, the services described in the Order Form (the “**Services**”).

**ARTICLE 1: Introductory Provisions**

Services shall be as described in the Order Form and may consist of the following:

- a. access to the hosted cQuant Analytics Platform (“**Hosted Analytics Services**”), which enable Customers to access and use a variety of models, including econometric, statistical, mathematical, problem solving, and logistical models (each a “**Model**”), that are hosted by or on behalf of cQuant in a proprietary web application; and
- b. professional services (“**Professional Services**”), which are custom software development services or data-related services that have been negotiated by cQuant and Customer and have been specified in an Order Form.

**ARTICLE 2: Definitions**

The definitions stated in this Article will apply throughout this Service Contract. Other definitions are stated elsewhere in this Service Contract.

“**Content**” means, without limitation, any and all information, data, results, ideas, plans, sketches, texts, files, links, images, photos, video, sound, inventions (whether or not patentable), notes, works of authorship, articles, feedback, or other materials. Models are not included in “Content”.

“**cQuant Technology**” means: (a) Intellectual Property contained in or otherwise related to one or more Models, to any Hosted Analytics Services, or to any other information or materials provided by cQuant to Customer; (b) Intellectual Property and proprietary technology owned by cQuant or its suppliers before the Effective Date; and (c) cQuant Work Product. For clarity, cQuant Technology does not include Customer Data.

“**cQuant Work Product**” means all work product, including Models (but excluding Customer Data incorporated into any Models), and all Intellectual Property embodied therein, that was created or developed by cQuant, alone or in concert with others, in the course of performing Professional Services.

**“Customer Data”** means Content provided for, imported into, or uploaded to the Site by Customer or on Customer’s behalf, in the course of Customer’s proper use of Hosted Analytics Services.

**“Customer Work Product”** means all work product, and the Intellectual Property therein, that was created or developed solely by Customer, including such work product that was created or developed by using Hosted Analytics Services.

**“Documentation”** means all specifications, user manuals, and other technical materials relating to the Services.

**“Effective Date”** of this Service Contract means the last date on which the Order Form and Agreement have been signed by cQuant and Customer.

**“Intellectual Property”** means (a) copyrights, mask work rights, and moral rights; (b) patents, patent applications, invention disclosures, and industrial property rights; (c) trade secrets and know-how; (d) trademarks, tradenames, service marks, domain names, and URLs; (e) trade dress, industrial design rights, and other design rights; (f) all other items commonly regarded as intellectual property anywhere in the world; (g) all registrations, applications, renewals, extensions, or reissues of any of the foregoing; and (h) all rights in, to, or under any of the foregoing arising under a license, lease, or other legal instrument.

**“License Term”**, for a Hosted Analytics Services specified in the Order Form, if any, means the period during which a specified number of Users are permitted and licensed to use that Hosted Analytics Services. The License Term for any Hosted Analytics Services is stated in the Order Form.

**“person”**, whether or not capitalized, means any natural person and any corporation, limited liability company, government or governmental agency, or other legal entity.

**“Site”** means the cQuant website through which Hosted Analytics Services are provided.

**“third party”** means any person other than cQuant or Customer.

**“User”** is a person authorized in accordance with this Service Contract to access, use, and execute Hosted Analytics Services.

## **ARTICLE 3: Hosted Analytics Services**

**3.1 License Grant.** cQuant hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable license (the **“License”**), which (a) permits Customer and Users to access, use, and execute the Hosted Analytics Services specified in the Order Form, and (b) is subject in all respects to the limitations stated in Section 3.2 and all other provisions of this Service Contract.

### **3.2 Limitations on the License**

- a. All rights not expressly granted to Customer are reserved to cQuant. Except as expressly stated to the contrary in this Service Contract, no express or implied license or right of any kind is granted to Customer regarding any Hosted Analytics Services, cQuant Technology, or any part of the foregoing, including the right to obtain possession of any source code, data, or Documentation relating to cQuant Technology. The Parties disclaim the existence or granting of any implied licenses.
- b. The License permits access to and use of the Hosted Analytics Services ordered by Customer (i) only during the License Term, and (ii) only for Customer's internal business purposes. Any other access or use is prohibited. Without limiting the generality of the foregoing, Customer may use, reproduce, distribute, create derivative works of, perform, display, or execute a Model solely in the course of Customer using the Hosted Analytics Services over the Internet, in the manner in which it was intended to be used, and not otherwise.
- c. Customer will not remove any copyright or other proprietary notice applicable to any Model or Hosted Analytics Services. Nothing in this Service Contract restricts Customer's use, distribution, or creation of derivative works with respect to any Customer Data.

**3.3 Other Prohibited Acts.** Customer shall not: (a) permit or suffer any person to access or use Hosted Analytics Services ordered by Customer, other than the specific Users for whom Customer has paid a fee and has received unique login credentials; (b) rent, lease, loan, or sell access to Hosted Analytics Services to any third party; (c) interfere with, disrupt, alter, translate, or modify any Hosted Analytics Services or any part thereof; (d) reverse engineer or access any Hosted Analytics Services in order to (i) build a competitive product or service, (ii) build a product using similar ideas, features, functions, or graphics of any Hosted Analytics Services; or (iii) copy any of the ideas, features, functions, or graphics embodied in any Hosted Analytics Services; (e) without cQuant's express written permission, introduce software or automated agents or scripts to any Hosted Analytics Services so as (A) to produce multiple accounts, generate automated searches, requests, and queries, or (B) to strip or mine data from any Hosted Analytics Services; (f) perform or publish any performance or benchmark tests or analyses relating to any Hosted Analytics Services or the use thereof; or (g) cover or obscure any page or part of any Hosted Analytics Services via HTML/CSS, scripting, or any other means, if any.

**3.4 Usernames and Passwords.** cQuant shall furnish to each User (or shall allow each User to specify) a unique username and password to enable such User to access any Hosted Analytics Services specified in the Order Form. Customer will ensure that each username and password will be used only by the specific, named User to whom it was issued, *i.e.*, this is not a software license of the type commonly referred to as a "concurrent use license". Customer is responsible for maintaining the confidentiality of all Users' usernames and passwords, and is solely responsible for all activities that occur under those usernames. Customer agrees (a) not to allow a third party to use Customer's account, usernames or passwords at any time; and (b) to notify cQuant promptly of any actual or suspected (i) unauthorized use of Customer's account, usernames or passwords, or (ii) other breach or suspected breach of this Service Contract. cQuant reserves the right to terminate any username and password, which cQuant reasonably determines may have been used by an unauthorized third party. A User license may not be shared or used by

more than one User. Customer, upon notification to cQuant, may reassign a particular User's rights with regard to the Hosted Analytics Services specified in the Order Form, if that User no longer requires access to the Hosted Analytics Services specified in the Order Form, e.g., because he or she has been reassigned to a different position within Customer's organization or because his or her employment with Customer has terminated; such reassignment must include all the rights of the User in question.

**3.5 Not a Sale.** This is not an agreement of purchase or sale; computer software and other cQuant Technology involved in the provision of Hosted Analytics Services is not offered for sale to cQuant customers in the ordinary course of cQuant's business.

## **ARTICLE 4. Intellectual Property**

**4.1 cQuant Technology.** cQuant Technology, which term includes cQuant Work Product, is the exclusive property of cQuant or its suppliers. Customer shall assign and hereby does assign, convey, and quitclaim unto cQuant all Customer's right, title, and interest in, to, and under cQuant Technology. Customer hereby assigns to cQuant any suggestions, ideas, enhancement requests, feedback, and recommendations, and all other Content provided by Customer, related to any Models, Hosted Analytics Services, or other cQuant Technology, except for Customer Data.

**4.2 Customer Work Product.** Customer Work Product is the sole and exclusive property of Customer.

**4.3 Commingling of Work Product.** The incorporation of any Customer Work Product into cQuant Work Product will not affect the ownership of such Customer Work Product or the cQuant Work Product.

**4.4 Assistance in Perfecting Rights.** Customer will perform all acts that are reasonably necessary or desirable to permit and assist cQuant in obtaining, perfecting, and enforcing cQuant's rights and benefits in, to, and under Intellectual Property embodied in cQuant Technology. If cQuant is unable for any reason to secure the signature of Customer or any of Customer's employees or contractors on any document necessary or desirable in connection with the filing, prosecution, registration, or memorialization of cQuant's rights in any cQuant Technology, Customer hereby irrevocably designates and appoints cQuant and cQuant's duly authorized officers and agents as Customer's agents and attorneys-in-fact to do so in the name, place, and stead of Customer, all with the same legal force and effect as if the document or instrument in question were executed by Customer. The foregoing is deemed a power coupled with an interest and is irrevocable.

## **ARTICLE 5. Professional Services**

**5.1 Fees and Expense Reimbursement.** cQuant's fees and other charges for Professional Services will be as stated in the applicable Order Form. Unless otherwise stated in an Order Form, Customer will reimburse cQuant for all reasonable out-of-pocket expenses actually

incurred by cQuant in performing Professional Services. cQuant will seek Customer approval before incurring reimbursable expenses. cQuant is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing Professional Services.

**5.2 Work Orders.** Each Order Form for Professional Services will contain, as an attachment, a full description of the Professional Services to be rendered by cQuant thereunder, which attachment is referred to in this Service Contract as a “Work Order”. Each Work Order will be deemed an integral part of the Order Form to which it is attached. Work Orders will include all material information regarding the Professional Services project, including, but not limited to: a reasonably detailed description of the Professional Services to be rendered; the price or compensation to be paid by Customer for the Professional Services, itemized in reasonable detail; any applicable deadlines, milestones, or special requirements; and any other material terms negotiated by the Parties.

**5.3 Independent Contractor.** With respect to the provision of Professional Services, cQuant is an independent contractor of Customer. Nothing in this Service Contract or any Order Form creates a partnership, agency, joint venture, employment, or similar relationship. cQuant will not be entitled to any of the benefits that Customer may make available to its employees, including, but not limited to, group health or life insurance, profit-sharing, or retirement benefits. cQuant is not authorized to make any representation, contract, or commitment on behalf of Customer unless specifically requested or authorized in writing to do so by a Customer manager.

## **ARTICLE 6. Customer Data**

**6.1 Customer’s Data Warranty.** Customer represents and warrants that the use of Customer Data by Customer or cQuant will not violate the Intellectual Property, contractual, or other rights of any third party and will not contain any virus, worm or other malicious computer programming code capable of damaging any Hosted Analytics Services or the systems that provide the same (“**Customer’s Data Warranty**”).

**6.2 Systems Use and Security.** cQuant shall provide reasonable logical and physical security for Customer Data, which will include, but will not be limited to: (a) a defined security administration practice and process including account and password administration; and (b) ensuring that only cQuant employees and contractors who need to access Customer Data for cQuant to provide Hosted Analytics Services will have such access. cQuant may modify its security systems and procedures from time to time, in its discretion, which shall comply with industry standards. Notwithstanding the foregoing provisions of this paragraph, cQuant may delegate and or all its obligations under this Section 6.2 to a reputable professional hosting provider, and cQuant will be deemed released from performing any of the obligations so delegated.

**6.3 Data Loss.** cQuant endeavors to employ best industry practices, including backing up Customer Data, to avoid loss, corruption, or destruction of Customer Data (“**Data Loss**”). Customer shall archive, keep, and maintain a current copy of all Customer Data, at Customer’s sole cost and expense. If a Data Loss occurs because of cQuant’s negligence or greater fault, cQuant will engage a professional data recovery expert or firm, at cQuant’s expense, in an effort to recover the Customer Data; *provided, however*, that cQuant will not be required to expend



more than \$10,000 in such recovery efforts for any single Data Loss or series of related Data Losses. If a Data Loss occurs as the result of any cause other than cQuant's negligence or greater fault, and Customer requests cQuant to perform recovery services with respect to that Data Loss: (a) Customer shall pay cQuant for such recovery services at cQuant's then-current time and materials rates, regardless of whether cQuant's recovery services are successful; and (b) cQuant's recovery services will be without warranty of any kind. Except as expressly stated above in this paragraph, cQuant will incur no liability or obligation as a result of any Data Loss, regardless of whether the Data Loss results from the negligence or greater fault of cQuant.

#### **6.4 Access to Customer Data On Termination**

- a. Except as provided in subsection "(b)", if Customer's access to or subscription for Hosted Analytics Services is terminated, and if Customer requests an electronic copy of its Customer Data in writing within 30 days after such termination, cQuant shall comply with the request. cQuant may delete permanently all Customer Data at any time more than 30 days after Customer's access to or subscription for Hosted Analytics Services is terminated, regardless of the circumstances of termination.
- b. cQuant may suspend Customer's access to Customer Data throughout any period during which Customer is delinquent in paying any amount owing to cQuant for Hosted Analytics Services. If Customer remains delinquent for 30 days or more after receiving written notice of the delinquency from cQuant, cQuant in its discretion may delete all Customer Data and will not be required to retain or provide a copy of the Customer Data so deleted.

**6.5 cQuant's Collection and Use of Customer Data and Usage Data.** cQuant will not disclose Customer Data to any third party except in anonymized and aggregated form and will not knowingly and intentionally use Customer Data for any purpose other than rendering Services to Customer. cQuant collects data regarding the usage of Hosted Analytics Services; the usage data so collected may include, without limitation, data set sizes, Model run-times, and frequency of Model runs. Customer hereby grants cQuant permission to disclose such usage data to third parties in anonymized and aggregated form.

**6.6 Customer Logos.** cQuant may display Customer's name or logos with the prior written consent of Customer and written approval of the content and context.

### **ARTICLE 7. Payment**

**7.1 Charges.** Customer shall pay all fees to Customer's account in accordance with the billing terms in effect at the time a fee is due and payable. Unless mutually agreed otherwise, payments must be made in advance. All payment obligations are non-cancelable, and all amounts paid or prepaid are nonrefundable. cQuant may require a valid credit card as a condition to signing up for a Hosted Analytics Services. An individual who is authorized to act as license administrator on behalf of Customer ("**License Administrator**") may add license rights by executing an additional or supplemental Order Form and paying the applicable fees. cQuant reserves the right to modify its fees and charges and to introduce new charges at any time, upon 30 days' prior notice to Customer, which notice may be provided by email, except that cQuant may not modify the fees applicable to any period for which Customer has prepaid with cQuant's consent.

## 7.2 Billing

- a. cQuant charges and collects in advance for Hosted Analytics Services. Professional Services will be billed as stated in the applicable Order Form or Work Order.
- b. Any amounts not paid to cQuant when due will bear interest at the lesser of 1.5% per month or the maximum legal rate. cQuant may suspend its performance and discontinue all services to Customer, including Services under this Service Contract and other services, until Customer's account is brought current.
- c. Customer shall provide cQuant with complete and accurate billing and contact information. This information includes Customer's legal company name, street address, email address, and the name and telephone number of an authorized billing contact and License Administrator. Customer shall update its billing and contact information within 30 days after any change occurs. Customer's furnishing of false billing or contact information constitutes grounds for cQuant's termination of Services.

## 7.3 Taxes

- a. cQuant's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for the payment of all such taxes, levies, or duties, excluding only United States taxes based solely on cQuant's income.
- b. No part of cQuant's compensation will be subject to withholding by Customer for the payment of any taxes, including, without limitation, social security, federal, state, local, and payroll. Customer will regularly report all payments made to cQuant to the appropriate federal, state, and local agencies, if and as required by law.
- c. cQuant is solely responsible for filing all tax returns and making all tax payments required in connection with the performance of Services.

## ARTICLE 8. cQuant's Warranties and Disclaimers

**8.1 cQuant's Limited Warranties, including Uptime Warranty.** Subject to the disclaimers, limitations, and restrictions stated in this Service Contract, cQuant provides the following limited warranties: (a) that cQuant will provide Hosted Analytics Services in a manner consistent with general industry standards applicable to technical subscription services similar to the Hosted Analytics Services; and that the Hosted Analytics Services will materially conform to cQuant's then-current Documentation when used under normal circumstances and in accordance with cQuant's recommendations; (b) cQuant will perform Professional Services in a good and workmanlike manner; (c) that Customer's use of any cQuant Work Product or Hosted Analytics Services in a manner expressly authorized by cQuant in this Service Contract will not infringe the Intellectual Property, contractual, or other rights of any third party and cQuant owns or has the right to license the cQuant Technology as provided in this Service Contract (the limited warranty stated in subsection "(c)" being the "**Noninfringement Warranty**"); and (e) the cQuant Technology will not contain any virus, worm or other malicious computer programming code capable of damaging any Customer systems. In addition to the warranties stated above in this paragraph, with respect to Hosted Analytics Services, cQuant provides the Uptime Warranty, as defined in cQuant's standard Service Level Agreement, Exhibit D, which is fully incorporated herein by this reference.



## 8.2 Disclaimers.

The limited warranties stated in Section 8.1 (collectively, “**cQuant’s Limited Warranties**”) are the sole and exclusive warranties made with respect to any Services and are made to Customer only; no other person may assert a claim for the breach of any of cQuant’s Limited Warranties. **EXCEPT FOR CQUANT’S LIMITED WARRANTIES, THE SERVICES ARE PROVIDED “AS-IS” AND WITHOUT ANY WARRANTY WHATSOEVER. CQUANT DISCLAIMS ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: CQUANT DOES NOT WARRANT THAT ANY SERVICE, INCLUDING ANY MODELS, WILL BE ERROR-FREE; AND EXCEPT AS EXPRESSLY STATED IN THE UPTIME WARRANTY, CQUANT DOES NOT WARRANT THAT ANY HOSTED ANALYTICS SERVICES WILL BE CONTINUOUS OR UNINTERRUPTED. ALL SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CQUANT IS NOT RESPONSIBLE FOR, AND CQUANT’S LIMITED WARRANTIES DO NOT COVER, ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.**

## ARTICLE 9. Indemnification

### 9.1 By cQuant, for breach of the Noninfringement Warranty

- a. Subject to Section 9.3, cQuant will indemnify, defend, and hold harmless Customer from and against any third party claim, demand, suit, proceeding, or cause of action (“**Claim**”) asserted against Customer, alleging facts that, if true, establish a breach of the Noninfringement Warranty (“**Infringement Claim**”).
- b. If any portion of the Services becomes, or in cQuant’s opinion is likely to become, the subject of an Infringement Claim, cQuant may, at cQuant’s option, do any or all the following:
  - (i) procure for Customer the right to continue using the allegedly infringing Services;
  - (ii) replace the allegedly infringing Services with non-infringing services that do not materially impair the functionality of the Services; (iii) modify the allegedly infringing Services so that they become non-infringing; or (iv) terminate the allegedly infringing Services, and refund to Customer any fees actually prepaid by Customer with respect to the unexpired portion of the License Term.If cQuant chooses the option stated in clause “(iv)”, then upon such termination, Customer will immediately cease all use of the allegedly infringing Services.
- c. Notwithstanding any other provision of this Service Contract, cQuant shall have no obligation under this Section 9.1 or otherwise with respect to any Infringement Claim to the extent it is based upon or results from: (i) any use of the Services that is not in accordance with this Service Contract or the Documentation; (ii) any use of the Services in combination with other products, equipment, software, or Content not supplied by

cQuant; (iii) cQuant's conformance to Customer's specifications; or (iv) any modification of the Services by a person other than cQuant or its authorized agents.

- d. This Section 9.1 states the sole and exclusive remedies of Customer for breach of the Noninfringement Warranty. If cQuant chooses to take any of the actions described in clauses "(i)" through "(iv)" of Section 9.1(b), such action will be deemed to satisfy any indemnification obligations of cQuant arising after the date on which such action is taken but shall be without prejudice to Customer's indemnification rights arising under this Section 9.1 before such action is taken, which shall include, but not be limited to, continued defense of any Claim.

**9.2 By Customer.** Customer will indemnify, defend, and hold harmless cQuant from and against any third party Claim asserted against cQuant alleging facts that, if true, establish that (a) Customer used the Services in an unlawful, improper, or unauthorized manner; or (b) breached the Customer's Data Warranty stated in Section 6.1.

**9.3 Procedure.** Each indemnifying party's obligations as set forth above, with respect to any particular Claim, are conditioned upon each of the following: (a) the indemnified party shall promptly notify the indemnifying party in writing of the Claim; (b) the indemnifying party shall have sole control of the defense or settlement of the Claim, but shall not admit liability or bind the indemnified party without prior written consent of the indemnified party; and (c) the indemnified party shall cooperate with the indemnifying party to facilitate the settlement or defense of the Claim; *provided, however*, that an indemnified party's failure to notify an indemnifying party of a Claim promptly shall not relieve the indemnifying party of its indemnification obligations except to the extent that such failure caused actual prejudice or damage to the indemnifying party. An indemnifying party's obligations under this Article include, without limitation, the payment of all damages, costs, and attorneys' and experts' fees, whether incurred in satisfaction of a judgment or in settlement; *provided, however*, that an indemnifying party will not be required to indemnify for any amount paid in settlement unless the settlement disposes of all Claims against the indemnifying party.

## **ARTICLE 10. Limitations on Damages**

**10.1 EXCLUSION OF CERTAIN TYPES OF DAMAGES. TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY, OR ITS AGENTS, SUPPLIERS OR LICENSORS, BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, DATA LOSS, LOSS OF USE, DIMINISHED GOODWILL OR REPUTATION, OR REPLACEMENT. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR THE COST OF PROCURING OR USING SUBSTITUTE PRODUCTS OR SERVICES, I.E., "COVER". TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, EACH PARTY WILL NOT BE LIABLE FOR PERSONAL INJURY, BODILY INJURY, OR PROPERTY DAMAGE RESULTING FROM THE PROVISION, PERFORMANCE, USE, INABILITY TO USE, OR MISUSE OF THE SERVICES. THE LIMITATIONS STATED ABOVE IN THIS PARAGRAPH APPLY REGARDLESS OF THE CAUSE OF**

**ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, EVEN IF CQUANT HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES.**

**10.2 CUSTOMER'S ASSUMPTION OF RISK. EXCEPT AS OTHERWISE PROVIDED HEREIN, CUSTOMER ASSUMES ALL RISK OF DAMAGE, EXPENSE, OR LOSS RESULTING FROM ITS USE OF THE SERVICES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CQUANT WILL NOT BE LIABLE UNDER ANY THEORY FOR DAMAGES, EXPENSES, OR LOSSES INCURRED OR SUSTAINED AS A RESULT OF ITS USE OF OR RELIANCE ON THE SERVICES, E.G., TRADING OR HEDGING LOSSES. THE FOREGOING WILL APPLY REGARDLESS OF WHETHER THE DAMAGES, EXPENSES, OR LOSSES IN QUESTION WERE CAUSED BY DEFECTS OR ERRORS IN THE SERVICES.**

**10.3 Certain Persons not Liable.** In addition to the limitations stated elsewhere in this Article, in no event shall cQuant's suppliers have any liability arising out of or in connection with any Service.

**10.4 LIMITATION AS TO AMOUNT OF DAMAGES. EXCEPT FOR THE INDEMNITY OBLIGATIONS IN THIS SERVICE CONTRACT, THE MAXIMUM LIABILITY OF CQUANT OR ANY OF ITS SUPPLIERS OR LICENSORS ARISING OUT OF OR IN CONNECTION WITH ANY SERVICES MAY NOT EXCEED THE FEES PAID BY CUSTOMER TO CQUANT FOR ANY SERVICES DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AROSE OR THE AMOUNT OF REQUIRED INSURANCE COVERAGE, WHICHEVER IS GREATER. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT INCREASE THE AFOREMENTIONED LIABILITY LIMIT.**

**10.5 Basis of the Bargain.** The limitations and exclusions stated in this Article will survive and continue in full force and effect despite any failure of consideration or failure of an exclusive remedy. Both parties acknowledge that this Service Contract has been entered into in reliance upon these limitations of liability, which form an essential basis of the bargain between the parties.

## **ARTICLE 11. Confidentiality**

**11.1 Definition of Customer Confidential Information.** "Customer Confidential Information" means (a) all technical and non-technical information related to the Customer's business or its current, future, and proposed products or services, including trade secrets, financial results, and plans, marketing plans, and customer and vendor data; and (b) any information that Customer has received from others, including its employees and customers, that it is obligated by contract or otherwise by law to treat as confidential or proprietary. Notwithstanding the foregoing, "Customer Confidential Information" does not include any information that: (i) is or becomes known to members of the public, through no fault of cQuant; (ii) is provided to cQuant by a third party who did not commit a breach of duty or other wrongful act in doing so; (iii) is independently developed by cQuant or is previously known to cQuant;

(iv) is required to be disclosed by court order or legal process, but only if cQuant makes commercially reasonable efforts to inform Customer of such order or process in advance of disclosure.

**11.2 Nondisclosure and Nonuse of Customer Confidential Information.** cQuant shall not use, disseminate, or disclose Customer Confidential Information to any third party without the prior written consent of Customer. cQuant shall use Customer Confidential Information solely to perform Work and otherwise to perform its obligations under this Service Contract. cQuant shall treat all Customer Confidential Information with at least the same degree of care as cQuant accords cQuant's own confidential information, but in no case shall cQuant use less than reasonable care. cQuant shall disclose Customer Confidential Information only to those of cQuant's employees and contractors who have a need to know such information in performing their employment or contracting responsibilities. Each such employee or contractor will have agreed to be bound by terms and conditions that at least as protective of Customer Confidential Information as the terms and conditions applicable to cQuant under this Article. cQuant shall return all Customer Confidential Information to Customer on demand at such time as it is no longer needed to perform Work; *provided, however*, that cQuant may retain a copy solely for archival purposes, for use or production pursuant to court order or legal process.

**11.3 Confidentiality of cQuant Work Product.** All cQuant Work Product is proprietary and confidential to cQuant. Except as expressly stated in the applicable Work Order, Customer shall not disclose cQuant Work Product to any third party or use it for any purpose other than the approved purposes stated in the applicable Work Order or as required by court order, legal process or applicable law.

**11.4 Prohibition against Reverse Engineering.** Customer shall not reverse engineer any Hosted Analytics Services or cQuant Work Product. If Customer does so: (a) cQuant will own all rights in and to the results of such reverse engineering, including all Intellectual Property embodied therein; (b) all such results will be deemed cQuant Work Product; and (c) Customer will assign and transfer to cQuant, and hereby does assign and transfer to cQuant, all right, title, and interest in and to such results.

## **ARTICLE 12. Termination**

### **12.1 Term**

a. **Hosted Analytics Services.** The terms and conditions of this Service Contract will apply, as to any Hosted Analytics Services, throughout the applicable License Term, unless terminated earlier under another provision of this Service Contract. Unless otherwise stated in the Order Form, the License Term and Customer's obligation to pay subscription fees will renew and continue automatically on a year-to-year basis after the expiration of the then-current License Term, unless Customer gives cQuant written notice of its desire not to renew the License Term, at least three business days before the end of the then-current License Term. The fees to be charged during the License Term as so renewed will not change upon renewal; *provided, however*, that if cQuant notifies Customer of a price increase, not to exceed five percent, at least

ten business days before the end of the then-current License Term, the price increase will apply during the License Term as so renewed.

b. **Professional Services.** The terms and conditions of this Service Contract will apply, as to any Professional Services, until the final completion and acceptance of such Professional Services or until terminated under the terms of an applicable Order Form or Work Order.

c. **Effect of Termination; Survival.** Upon and after termination, cQuant will cease rendering Services under this Service Contract. Except as stated in the preceding sentence, the terms and conditions of this Service Contract will survive termination for so long as necessary to carry out the intent of the parties.

## 12.2 Termination of Hosted Analytics Services

a. **By Customer.** Customer may terminate any Hosted Analytics Service before its scheduled termination date, for convenience, by so notifying cQuant at any time. Termination will become effective three business days after notice, subject to any contrary provision stated in the applicable Order Form, *e.g.*, a minimum License Term. Fees and other amounts prepaid by Customer will not be refunded upon termination under this paragraph, even if they relate to an unexpired portion of the License Term.

b. **By cQuant.** cQuant may terminate any Hosted Analytics Service before its scheduled termination date if (a) Customer has breached any provision of this Service Contract and has failed to cure such breach within 10 calendar days after cQuant notifies Customer of the breach; (b) cQuant is required to do so by law; (c) cQuant's provision of the Hosted Analytics Services to Customer is, in cQuant's opinion, no longer commercially viable; or (d) cQuant has elected to discontinue the Hosted Analytics Service. Upon such a termination by cQuant, cQuant shall refund to Customer a pro-rata portion of the fees and other amounts prepaid by Customer based on the termination date.

c. **Procedures upon Termination of Hosted Analytics Services.** Upon termination of any Hosted Analytics Service: Customer will no longer have access to the terminated service and shall not attempt to access or use it; the terminated service will be deactivated; and the provisions of Section 6.4 regarding Customer Data will apply.

## ARTICLE 13. Contract Formation; Changes; Precedence

**13.1 Acceptance by Customer.** Customer will be deemed to have accepted this Service Contract and to have signed the Order Form if Customer receives and accepts any Services. Order Forms may be signed by electronic or digital means or by email correspondence indicating that assent or acceptance was intended.

**13.2 Customer Responsible for Acts of Users.** Customer is responsible for the acts or omissions of its Users and other employees and contractors occurring in connection with this Service Contract. This Service Contract will apply to all Users; *provided, however*, that Users'



rights derive entirely from Customer's rights; Users have no independent rights to use or access any Services.

**13.3 Representation of Authority to Bind Parties.** An individual who signs the Order Form on behalf of either Party represents that he or she has the authority to do so.

### **13.4 Changes, Modifications, Amendments, and Waivers**

a. **Unilaterally.** [Reserved.]

b. **By Mutual Consent; Precedence of Order Form.** Any provision of this Service Contract may be modified by mutual, written consent of the Parties. The Order Form may contain a modification of this Service Contract, and in such case the parties' signatures on the Order Form will constitute their written consent to modify this Service Contract accordingly. In case of any inconsistency between this Service Contract and the Order Form, the Order Form will control and take precedence. No waiver of a breach of any provision of this Service Contract shall constitute a waiver of any other or subsequent breach.

## **ARTICLE 14. General**

**14.1 Governing Law and Venue.** [Reserved.]

**14.2 Local Laws.** cQuant and its suppliers make no representation that any Hosted Analytics Services is appropriate or available for use in countries other than the United States. If Customer uses any Hosted Analytics Services from outside the United States, Customer is solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Neither party shall distribute or use any Content in a manner that violates United States law.

**14.3 Certain Rules of Construction.** Headings and titles in these Terms and Conditions are for reference only and will be ignored for purposes of construing and applying the terms hereof. The word "including" will be construed as though it is followed by the words "without limitation". References to this Service Contract will be deemed to include and constitute references to all related Order Forms and Work Orders. References to an article or section of this Service Contract will be construed as references to that article or section and all its parts and subparts.

**14.4 Successors and Assigns.** cQuant may not subcontract or otherwise delegate cQuant's Professional Services obligations under this Service Contract without Customer's prior written consent. This Service Contract will inure to the benefit of, and will be binding upon, the heirs, successors, and permitted assigns of the parties, respectively.

**14.5 Injunctive Relief.** Injunctive relief will be available to either Party to prevent or stop a breach by the other Party of its confidentiality or nonsolicitation obligations, if any, or in any other appropriate circumstances.

**14.6 Notices.** Any required or permitted notice must be in writing, which includes email if receipt is acknowledged or a copy is sent by mail. Notice will be deemed given when it is actually received and will be presumed received and read within one business day after it is sent. Notice to cQuant must be sent to: [info@cQuant.io](mailto:info@cQuant.io). Notice to Customer must be sent to Customer's email addresses stated in the applicable Order Form or Work Order. Either party may change its email address for notice purposes by giving written notice of the change to the other party.

**14.7 Severability.** If any provision of this Service Contract is held invalid or unenforceable, the other provisions of this Service Contract will remain valid and enforceable, and the invalid or unenforceable provision will be deemed modified insofar as it necessary to render it valid, enforceable and conforming as closely as possible to the intent of the parties. The court is hereby given the authority to modify this Service Contract to effectuate the preceding sentence.

**14.8 Entire Agreement.** These Terms and Conditions and all related Order Forms and Work Orders, which together comprise this Service Contract, constitute the entire agreement between the parties relating to its subject matter and supersede all prior and contemporaneous agreements concerning such subject matter, whether written or oral.

**14.9 Effectiveness.** This Service Contract will be effective from and after the Effective Date and will continue in effect as stated in Section 12.1.

## EXHIBIT D

### SERVICE LEVEL AGREEMENT

#### Uptime Warranty

cQuant warrants that the Uptime percentage, as defined below, will equal or exceed 99.5% in each month throughout the Term (“**Uptime Warranty**”). The “**Uptime Percentage**”, during any calendar month, is equal to (x) the number of minutes that Customer is able to access the Service on a continuous basis during that calendar month divided by (y) the total number of available minutes during the same month. For purposes of the foregoing, the Customer will be considered able to access the Service on a continuous basis, and the Uptime calculation will not be affected, during any and all of the following circumstances; (a) planned outages outside of normal business hours where cQuant has provided Customer with a timely Notice of Downtime as described below; or (b) any interruption in the ability of Customer to access the Service that continues for less than 10 minutes or results from causes beyond cQuant’s control, including, but not limited to (i) any failure in Customer’s own computer systems, telephone equipment, hardware, software or other equipment, (ii) a Force Majeure event; (iii) any act or omission by Customer or any of its users; and (iv) outage or downtime of the services of cQuant’s hosting provider, Amazon Web Service. For purposes of this definition the Service includes the complete operating environment, including the applications, data center and data network, as well as all integrated telecommunications equipment. Service does not include any of the following, if owned or operated by Customer: the data network, any data processing equipment, any telecommunications equipment or services, Internet or broadband service, or any other publicly available data communications facilities utilized by Customer.

Customer shall use, and shall provide to cQuant on demand, all log files, database records, audit logs, and other information reasonably available to enable cQuant to investigate fully all claims for breach of the Uptime Warranty (“**Warranty Claims**”) and to make a reasonably accurate, good faith judgment regarding the Customer’s due remedy, if any. At Customer’s request cQuant will make available to Customer all information used by cQuant in evaluating Customer’s Warranty Claims. cQuant may establish, and may modify from time to time, reasonable procedures for the submission of Warranty Claims.

**NOTICE OF DOWNTIME.** cQuant will use commercially reasonable efforts to provide Customer at least 48 hours’ notice of the date, start time, and completion time of any regularly scheduled data center downtime. cQuant will provide notification of downtime by email to Customer’s designated application administrators, and, if requested, to other users within Customer’s organization, provided that Customer has maintained a current email address for each such user in accordance with cQuant’s instructions.

#### Remedies

Customer’s sole and exclusive remedies for breach of the Uptime Warranty will be as stated below in this section.



If Customer submits a valid Warranty Claim, cQuant will provide Customer with a refund of a portion of the subscription fees, calculated in accordance with the table below.

Uptime in any Calendar Month	Remedy
Less than 99.5% but equal to or greater than 95.0%	Refund or credit of 10% of one month's subscription fee
Less than 95.0% but equal to or greater than 90.0%	Refund or credit of 15% of one month's subscription fee
Less than 90.0%	Refund or credit of 25% of one month's subscription fee

If Customer submits one or more valid Warranty Claims for incidents occurring in each of three consecutive calendar months, then in lieu of the remedies stated in the above table, Customer may terminate its subscription for the Service on 30 days' written notice, in which event Company will pay Customer a pro-rated refund of the fees paid but not yet earned, within 10 days after Company receives Customer's demand for the same; provided, however, that any refunds previously paid under the above table will be credited in favor of cQuant.

## Support

### Severity Levels – Definitions

Severity Level	Definition
1	System is completely unavailable or is inoperable; i.e. users cannot log into the system or the system performance is degraded such that users are unable to use the system.
2	System is available, but critical business processes and multiple users are substantially impacted. Some business operations can proceed.
3	System is available, but business processes and multiple users are moderately impacted. Severity 3 will also cover situations where a suitable workaround has been established for a Severity 1 or Severity 2 incident. Example: A user's model run is not completing or is failing.
4	System is available, and a fault is identified that has minor or no business impact. Example: usability issue, cosmetic fault, etc.

### Severity Response Times

cQuant will manage incidents to the following severity timing and activity levels:

<b>Severity Level</b>	<b>Response</b>	<b>Resolution</b>
<b>1</b>	30 minutes	Three Hours
<b>2</b>	Two hours	24 Hours
<b>3</b>	Four hours	Five business days. If new code is required, code fix may be scheduled for next monthly release.
<b>4</b>	Within one business day	Will be scheduled into a following major software release.

## **Support Procedures**

Requests must be submitted during cQuant's normal business hours, which are Monday through Friday, 7 AM – 5 PM Mountain Time, excluding bank holidays. cQuant's standard support procedures are as follows:

- a. Requests for support may be submitted by any of the following methods:
  - Via a dedicated customer support email, provided to customers during their service, or
  - Via telephone at the number listed on the cQuant website, or
  - Via mail sent to the address listed on the cQuant website. cQuant will provide support for certain users via E-mail only, as specified in the appropriate Description of Service.
- b. All requests for support must be submitted by one of the specific named users who is licensed to access the Service.
- c. Support requests should include as much detail as possible in order to facilitate the resolution process. Required detail includes such items as user name, issue description and urgency, application page being used, document and vendor numbers, number of users affected, date/time, etc.
- d. Customer's application administrator or other contact must be available to assist with further information gathering or resolution testing.

## Staff Report

**DATE:** March 27, 2025

**TO:** Clean Energy Alliance Board of Directors

**FROM:** Greg Wade, Chief Executive Officer

**ITEM 3:** Approval of CEA's Draft Load Management Standards Compliance Plan

---

### **RECOMMENDATION:**

Adopt Resolution No. 2025-010 approving the Clean Energy Alliance (CEA) Draft Load Management Standards (LMS) Compliance Plan for submission and filing with the California Energy Commission (CEC).

### **BACKGROUND AND DISCUSSION:**

LMS are designed to encourage shifting electricity use from times of day when it is expensive and polluting to times when it is cheaper and cleaner. Load management, or demand flexibility, can save building owners money on their energy bills, reduce greenhouse gas emissions, and help strengthen the resiliency of the electricity grid. On April 1, 2023, the California Energy Commission (CEC) adopted amendments to the LMS, which requires all large utilities and community choice aggregators (CCAs) to:

- 1) Develop retail electricity rates that change at least hourly and list of cost-effective load flexibility programs to better reflect grid costs and greenhouse gas (GHG) emissions and apply for approval by their governing board.
- 2) Maintain up-to-date rates in CEC's new central repository for rate information, Market Informed Demand Automation Server (MIDAS).
- 3) Establish public outreach and education to customers about time dependent rates and automation technologies.

### *LMS Plan Requirements*

Each large utility and CCA must develop and submit a compliance plan to the CEC describing actions they will take to meet the goals of the LMS amendments. Specifically, publicly owned utilities and large CCAs may delay or modify compliance of each requirement if they can show that despite good faith efforts, that requirement must be modified to provide a more cost-effective, equitable, technologically feasible, or safe pathway to achieve the LMS goals. The following table reflects a roadmap identifying each regulatory requirement and its corresponding due date.

LMS Section	Regulatory Requirement	Due Date
§1623.1(c)	Within three months of regulation effective date, 4/1/2023, upload existing time-dependent rates to the MIDAS database.	CEA Submitted 4/1/2024
§1623.1(a)(1)	Within one year of regulation effective date, develop and submit compliance plan addressing how CEA plans to comply with LMS requirements, and including evaluation of marginal cost-based rates and programs, to CEA's Board. The plan must be considered for adoption within 60 days after submission.	4/1/2025
§1623.1(a)(3)(A)	Submit compliance plan to the Executive Director of the CEC within 30 days of adoption of the plan. Respond to requests for additional information and/or recommendations within 90 days.	6/2/2025
§1623(c)(4)	Within one year of regulation effective date, provide customers access to their Rate Identification Numbers (RIN) on billing statements and in online accounts using both text and QR.	CEA Completed 4/1/2024
§1623(c)(2)	Within 18 months of regulation effective date, develop and submit to the CEC, in conjunction with the other obligated utilities, a single statewide standard tool for authorized rate data access by third parties, and the terms and conditions for using the tool. Upon CEC approval, maintain and implement the tool.	10/1/2025
§1623.1(b)(3)	Within 18 months of regulation effective date, submit to the CEC Executive Director a list of load flexibility programs deemed cost effective by CEA. The portfolio of programs must provide at least one option to automate response to MIDAS signals for each customer class where CEA's Board has determined such a program would materially reduce peak demand.	10/1/2025
§1623.1(a)(3)(C)	Submit annual reports to the CEC Executive Director demonstrating implementation of plan, as approved by CEA's Board.	Every year on April 1 <sup>st</sup> First report due April 1, 2026
§1623.1(b)(2)	Within 27 months of the regulation effective date, submit at least one marginal cost-based rate to CEA's Board for approval for any customer class(es) where such a rate will materially reduce peak load.	7/1/2026

LMS Section	Regulatory Requirement	Due Date
§1623.1(b)(4)	Within 51 months of the regulation effective date, offer customers voluntary participation in either a marginal cost-based rate, if approved by CEA's Board, or a cost-effective load flexibility program.	7/1/2027
§1623.1(b)(5)	Conduct a public information program to inform and educate affected customers why marginal cost-based rates or load flexibility programs and automation are needed, how they will be used, and how these rates and programs can save customers money.	Ongoing, dependent on offerings
§1623.1(a)(1)(C)	Review the plan at least once every 3 years after the plan is adopted and submit a plan update to the Board if there is a material change.	Every 3 years

#### *Compliance Plan Summary*

CEA's Compliance Plan (Attachment A) addresses each of the LMS update requirements outlined above and evaluates the potential implementation impacts on CEA's operations and customers based on existing information. CEA firmly supports and aligns with the intent and goals of the LMS through its existing partnership with OhmConnect (now Renew Home), existing programs such as Solar Plus and our newly approved PeakSmart Savers Program. These programs assist customers with managing their energy usage during high-cost peak times and the ability to participate in demand response initiatives.

CEA's Compliance Plan includes considerations of the specified marginal cost-based rate structures and programs and evaluates the rate structures and programs with respect to cost-effectiveness, equity, technological feasibility, and benefits to the grid and to customers.

#### *Next Steps*

CEA's Compliance Plan describes the pathway and details of achieving LMS goals that are more cost-effective, customer oriented, and technologically feasible. CEA staff is presenting its LMS Compliance Plan to CEA's Board of Directors for review and approval after which it will be submitted to the CEC for their approval followed by submittal to the Executive Director of the CEC within 60 days.

CEA will continue to offer time-variant rates that customers are familiar with and develop and implement load flexibility programs. CEA will assess the results from delayed SDG&E dynamic rate pilots to determine whether to implement dynamic rates. In parallel, CEA is currently designing and will be implementing one or more demand flexibility program pilots to evaluate marginal cost-based programs. CEA will also re-evaluate the specified rate and program designs in the next update of the Compliance Plan, informed by future pilot study results.

**FISCAL IMPACT:**

There is no fiscal impact as a result of this action.

Submitted for Board consideration:

A handwritten signature in blue ink, appearing to read "Gregory Wade", is written over a horizontal line.

Gregory Wade

Chief Executive Officer

**ATTACHMENTS:**

- A. Resolution No. 2025-010 approving the Clean Energy Alliance (CEA) Draft Load Management Standards (LMS) Compliance Plan for submission and filing with the CEC
- B. DRAFT LMS Compliance Plan

**CLEAN ENERGY ALLIANCE  
RESOLUTION NO. 2025-010**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF CLEAN ENERGY  
ALLIANCE ADOPTING LOAD MANAGEMENT STANDARDS COMPLIANCE  
PLAN AND AUTHORIZING SUBMISSION TO THE CALIFORNIA ENERGY  
COMMISSION**

**WHEREAS**, Clean Energy Alliance (CEA) is a community choice aggregator (CCA) and a Joint Powers Authority, formed in November 2019, whose members cities include Carlsbad, Del Mar, Escondido, Oceanside, San Marcos, Solana Beach and Vista; and

**WHEREAS**, on April 1, 2023, the California Energy Commission (CEC) adopted amendments to its Load Management Standards (LMS); and

**WHEREAS**, Section 1623.1 of Title 20 of the California Code of Regulations requires an LMS compliance plan to be submitted to CEA's Board of Directors for adoption at a duly noticed public meeting held; and

**WHEREAS**, the LMS Compliance Plan was submitted to CEA's Board on March 27, 2025; and

**WHEREAS**, the LMS Compliance Plan was considered by CEA's Board at a duly noticed public meeting on March 27, 2025 after hearing the staff report and any public comment on the item.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Clean Energy Alliance, as follows:

Section 1. The Board of Directors of Clean Energy Alliance hereby approves and adopts the LMS Compliance Plan as submitted.

Section 2. The Board of Directors of Clean Energy Alliance hereby authorizes and directs CEA's staff to submit the LMS Compliance Plan to the CEC within the time frame required by and otherwise comply with applicable law and regulations and to take such other and further actions as may be necessary and proper to accomplish the purposes of this Resolution.

Section 3. This Resolution shall take effect immediately upon approval.

The foregoing Resolution was passed and adopted this 27th day of March, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

---

Katie Melendez, Board Chair

ATTEST:

---

Kaylin McCauley, Clerk to the Board



# Load Management Standards

# DRAFT

Clean Energy Alliance  
2025

# Table of Contents

Introduction .....	3
CEC Load Management Compliance Standards .....	3
Table 1: LMS Milestone.....	5
Load Management Standards Compliance .....	6
LMS Compliance Plan .....	8
Table 2: Time of Use Periods .....	9
Conclusion .....	13
Attachment A .....	14
Attachment B .....	15
Attachment C .....	17
Appendix A.....	18

## Introduction

Load Serving Entities (LSEs) with a total annual load exceeding 700 GWh become subject to Load Management Standards (LMS) starting on April 1 of the year following the year in which the threshold is met or exceeded. Based on the projections by the California Energy Commission (CEC), Clean Energy Alliance (CEA) was notified that its total annual load served surpassed 700 GWh in 2023 and as a result, CEA became subject to LMS regulations on April 1, 2024. At that time, CEA was the 13th Large Community Choice Aggregator (CCA) to be subject to the LMS and the only CCA to newly exceed the threshold in 2023.

### About CEA

Clean Energy Alliance (CEA) is the local energy provider for the cities of Carlsbad, Del Mar, Solana Beach, Escondido, San Marcos, Oceanside, and Vista. CEA remains committed to deep decarbonization while seeking to promote supplier and workforce diversity of the region and in the State. CEA offers competitive rates and cleaner energy than the incumbent utility, while being more responsive to the community's needs and priorities. The CEA Board of Directors (CEA Board) is made up of elected representatives from each of the member agencies and meetings are publicly noticed.

Solana Beach formed the first CCA in the San Diego region, beginning service to its customers in 2018. Solana Beach subsequently joined CEA which began service 2021 and included customers in the cities of Carlsbad and Del Mar. In 2023, CEA expanded its service to residents and businesses of the cities of San Marcos and Escondido. In April 2024, CEA again expanded to include the member cities of Oceanside and Vista. During this period, CEA gained over 100,000 customer accounts through this electric service expansion. With this addition of customers, CEA now serves approximately 255,000 customer accounts across its service territory, which covers a sizable portion of North San Diego County.

### About CEA's Board

CEA's Board is responsible for establishing CEA's policies and objectives and overseeing program implementation and operation. The Board is composed of one council member from each member agency, with each agency also appointing an alternate council member as needed. These individuals are committed to empowering communities by providing accessible, sustainable, and cost-effective energy choices and programs, enabling individuals and businesses to actively participate in shaping a cleaner, greener energy future.

## CEC Load Management Compliance Standards

In 1974, the Legislature passed the Warren-Alquist Act in response to the energy crisis of the early 1970s and the state's growing demand for energy resources. The Warren-Alquist Act established the California Energy Commission (CEC) and, among other directives, gives the CEC authority to review and site power plants, establish efficiency standards for buildings and appliances, and establish load management standards.

Load management is defined as "any utility program or activity that is intended to reshape deliberately a utility's load duration curve" (Public Resources Code, section 25132). Informally, load management balances electric supply with demand by adjusting the timing or amount of electricity use. Also known as demand management, load flexibility, and demand flexibility, load management reduces the need for new large electrical generation and backup generation devices. It is also a key strategy to ensure a reliable grid, keep energy costs down, integrate renewable energy resources, and reduce greenhouse

gas (GHG) emissions.

The intent of load management standards is to encourage electricity customers to shift electricity demand away from high demand periods, when peaking power plants and other polluting generators are in use, to times when lower-cost clean electricity is available. Utilities and state programs can incentivize this shift through electricity rates that reflect actual grid conditions.

The adopted amendments will increase statewide demand flexibility by requiring the largest utilities and community choice aggregators to give all customers access to rates and programs that provide the information needed to optimize their energy use. By taking advantage of the technological enhancements across all sectors, the updated standards will help form the foundation for a statewide system that sends time- and location-based automation signals that devices use to provide real-time load flexibility.

The amendments require California’s largest energy utilities and community choice aggregators to:

- Develop and offer to customers at least one retail electricity rate that changes at least hourly.
- Provide and update hourly and time-varying rates in the CEC’s statewide Market Informed Demand Automation Server (MIDAS) database.
- Develop a standard tool to support third-party services’ access to rate information for its customers.
- Integrate information about time-dependent rates and automation technologies into existing customer education and outreach programs.

Benefits of LMS include:

- An increase grid reliability by facilitating automated load shift during emergencies such as wildfires, extreme heat, or earthquakes.
- Facilitate optimization of building performance by giving owners and occupants the necessary data or signals to automatically shift appliance electricity usage according to price, GHG intensity, or a Flex Alert.
- Reduce summer peak hour energy use by as much as 120 gigawatt hours; Save consumers a total of \$267 million over 15 years, at a cost of \$24 million.
- The amendments may advance energy equity by creating bill savings for customers of all incomes with consistent demand levels. Reducing peak energy demand through automated shifting or reduction can lower energy costs for customers.

### CEC Resources

<b>Supporting Analysis</b>	<a href="https://www.energy.ca.gov/publications/2021/analysis-potential-amendments-load-management-standards">https://www.energy.ca.gov/publications/2021/analysis-potential-amendments-load-management-standards</a> (Ref: ‘Analysis of Potential Amendments to the LMS’)
<b>Source Information</b>	<a href="https://www.energy.ca.gov/programs-and-topics/topics/load-flexibility/load-management-standards">https://www.energy.ca.gov/programs-and-topics/topics/load-flexibility/load-management-standards</a>
<b>LMS Fact Sheet</b>	<a href="https://www.energy.ca.gov/media/7373">https://www.energy.ca.gov/media/7373</a>

## Table 1: LMS Milestone Timeline

LMS Section Code	Regulatory Requirement	LMS Goal Date	Status
§1623.1(c)	Within three months of regulation effective date, 4/1/2023, upload existing time-dependent rates to the MIDAS database.	7/1/2024	Submitted 4/1/2024 (ahead of goal date).
§1623.1(a)(1)	Within one year of regulation effective date, develop and submit compliance plan addressing how CEA plans to comply with LMS requirements, including evaluation of marginal cost-based rates and programs, to CEA's Board. The plan must be considered for adoption within 60 days after submission.	4/1/2025	Submitted 4/1/2025; (LMS draft compliance plan presented to CEA board at its 3/27/25 board meeting)
§1623.1(a)(3)(A)	Submit compliance plan to the Executive Director of the CEC within 30 days of adoption of the plan. Respond to requests for additional information and/or recommendations within 90 days.	30 days after CEA board meeting approval (4/25/2025)	In Progress
§1623(c)(4)	Within one year of regulation effective date, provide customers access to their Rate Identification Numbers (RIN) on billing statements and in online accounts using both text and QR.	4/1/2025	Submitted 4/1/2024 (ahead of goal date).
§1623(c)(2)	Within 18 months of regulation effective date, develop and submit to the CEC, in conjunction with the other obligated utilities, a single statewide standard tool for authorized rate data access by third parties, and the terms and conditions for using the tool. Upon CEC approval, maintain and implement the tool.	10/1/2025	In Progress
§1623.1(b)(3)	Within 18 months of regulation effective date, submit to the CEC Executive Director a list of load flexibility programs deemed cost effective by CEA. The portfolio of programs must provide at least one option to automate response to MIDAS signals for each customer class where CEA's Board has determined such a program would materially reduce peak demand.	10/1/2025	In Progress
§1623.1(a)(3)(C)	Submit annual reports to the CEC Executive Director demonstrating implementation of plan, as approved by CEA's Board.	Every year on April 1st	In Progress

§1623.1(b)(2)	Within 27 months of the regulation effective date, submit at least one marginal cost-based rate to CEA's Board for approval for any customer class(es) where such a rate will materially reduce peak load.	7/1/2026	In Progress
§1623.1(b)(4)	Within 51 months of the regulation effective date, offer customers voluntary participation in either a marginal cost-based rate, if approved by CEA's Board, or a cost-effective load flexibility program.	7/1/2027	In Progress
§1623.1(b)(5)	Conduct a public information program to inform and educate affected customers why marginal cost-based rates or load flexibility programs and automation are needed, how they will be used, and how these rates and programs can save customers money.	No date specified - dependent upon CEA staff and board approved direction	To be done in coordination with Marginal Rate or Program Deployment
§1623.1(a)(1)(C)	Review the plan at least once every 3 years after the plan is adopted and submit a plan update to the Board if there is a material change.	Triennially	Ongoing

## Load Management Standards Compliance

### *Section 1623.1(a)*

#### Compliance Plan Creation:

California regulations establish requirements for Large Community Choice Aggregators (CCAs) to submit compliance plans addressing load management standards. These plans aim to improve energy efficiency, system reliability, and sustainability while reducing greenhouse gas emissions.

#### Compliance Plan Board Submission:

Large CCAs must submit compliance plans within one year of meeting the LMS, which is done when a Large CCA provides over the 700 GWh threshold of electricity to customers. LMS Compliance Plans must be adopted by the utility's rate-approving body (i.e., the CEA Board) at a public meeting within 60 days of submission.

#### Compliance Plan Requirements:

Plans should encourage off-peak energy use, manage peak loads, delay new capacity needs, and reduce fossil fuel reliance and emissions. The plan must evaluate cost-effectiveness, equity, technological feasibility, grid benefits, and customer benefits and consider either marginal cost-based rates or automated response programs for customers, with evaluations based on the same criteria.

#### Triennial Compliance Plan Review:

Compliance plans must be reviewed every three (3) years or updated when significant factors change.

Modifications or delays in compliance may be approved if timely compliance causes hardship, reduces reliability, is not feasible, or requires adjustments for better outcomes.

**Commission Oversight:**

Plans and material revisions must be submitted to the Executive Director of the CEC within thirty (30) days of board adoption for review and potential Commission approval.

**Annual Reporting Requirements:**

Annual reports must detail progress and implementation following plan approval by the CEC.

The goal of the LMS compliance plan is to promote energy efficiency, peak load control, and greenhouse gas reduction through innovative and cost-effective programs tailored to community needs.

## **Marginal Cost-Based Rates and Programs**

### *Section 1623.1(b)*

LMS regulations require Large CCAs to implement marginal cost-based rates or public programs to improve load management and energy efficiency, while reducing peak load and greenhouse gas emissions.

**Marginal Cost Calculation:**

Marginal costs include energy, capacity (generation, transmission, distribution), and any other time/location-dependent costs (e.g., greenhouse gas emissions). Costs are calculated on an hourly or sub-hourly basis using locational marginal cost pricing as determined by the balancing authority.

**Approval of Marginal Cost-Based Rates:**

Large CCAs must apply to their rate-approving body for at least one marginal cost-based rate within twenty-seven months of meeting the LMS threshold requirement, which for CEA was April 1, 2024. Approval applies only to customer classes where such rates are expected to significantly reduce peak load.

**Load Flexibility Programs:**

Large CCAs must provide a list of cost-effective load flexibility programs to the Executive Director within 18 months of meeting the LMS threshold requirement. These programs must offer at least one automated response option for each customer class capable of reducing peak load. Responses may include signals for marginal costs, emissions, or other Commission-approved metrics.

**Voluntary Customer Participation:**

Within fifty-one (51) months of meeting the LMS threshold, large CCAs, must offer all electricity customers the option to voluntarily participate in either approved marginal cost-based rates or cost-effective load flexibility programs.

**Customer Education:**

Public information programs must educate customers on the purpose, use, and benefits of marginal cost-based rates, load flexibility programs, and automation, focusing on how these can save money and improve energy efficiency.

These regulations aim to enhance grid efficiency, manage energy demand, and promote sustainable

practices by providing customers with cost-effective and flexible energy solutions.

## Machine-Readable Electricity Rates, Enforcement, and Cost Considerations

### Section 1623.1 (c), (d), (e)

Large CCAs must upload existing time-dependent rates to the Commission's Market Informed Demand Automation Server (MIDAS) database. Updates to time-dependent rates must be uploaded prior to their effective date. In addition, time-dependent rates must include all cost components, such as generation, distribution, and transmission. Public access to the MIDAS database is provided through an Application Programming Interface (API), which enables automated responses to grid signals like price changes, emergency events, and greenhouse gas emissions, using a Rate Identification Number (RIN).

To note, The Executive Director can file complaints with the Commission or seek injunctive relief if a Large CCA fails to follow its approved load management plan, modifies its plan without approval, misses deadlines to provide required information, and/or violates any provisions of the regulations.

Local government entities are not reimbursed for the costs of implementing these standards, as the Commission has determined that the programs are cost-effective, as savings from the programs are expected to outweigh implementation costs.

*Reference: Sections 25213, 25218(e) and 25403.5, Public Resources Code, Reference: Sections 25132 and 25403.5, Public Resources Code.*

## LMS Compliance Plan

With the submission of this information, CEA aims to provide information that, through a good faith effort, is believed to be relevant in determining whether CEA's compliance plan meets regulatory requirements and aligns with LMS program goals. The information provided is not intended to be exhaustive, and CEA acknowledges that not all elements listed may be required for full compliance with LMS regulations. CEA appreciates the CEC's consideration of this information and their discretion in determining which elements to evaluate and how to weigh them against LMS compliance standards. CEA understands that the CEC will document its decisions in the public record.

### Implementation

#### Customer RINs

Although CEA was not required to provide RINs on customer billing statements via QR code access until 2025, we made an administrative decision to complete this process in April 2024. CEA collaborated with SDG&E to implement QR code RIN access on customer bills, and this information has been available to CEA customers since April 2024. Customers can find details about the RIN and QR code on the CEA website (<https://thecleanenergyalliance.org/rin/>), which also includes a link to the guided instructions on how to download the information via the CEC's pricing report (see Attachment A for further details on RIN customer resources from CEA's website).

Appendix A of this report provides the current RINs (as of March 2025) along with their corresponding CEA rates, which have been uploaded to MIDAS.



## Statewide Tool Implementation & Development

CEA has actively monitored the implementation of LMS by attending CEC-hosted workshops and public meetings, where stakeholders provided input on the tool's development and its alignment with LMS requirements. In these discussions, CCAs were collectively represented by the California Community Choice Association (CalCCA). CalCCA has played a crucial role in advocating for CCAs by incorporating input from individual CCAs, participating in stakeholder workshops, and filing comments on the development of the Single Statewide Tool (SST) proposal. CEA will continue to closely monitor the progress of this project and participate as is necessary to comply with SST regulations.

## Rates and Programs

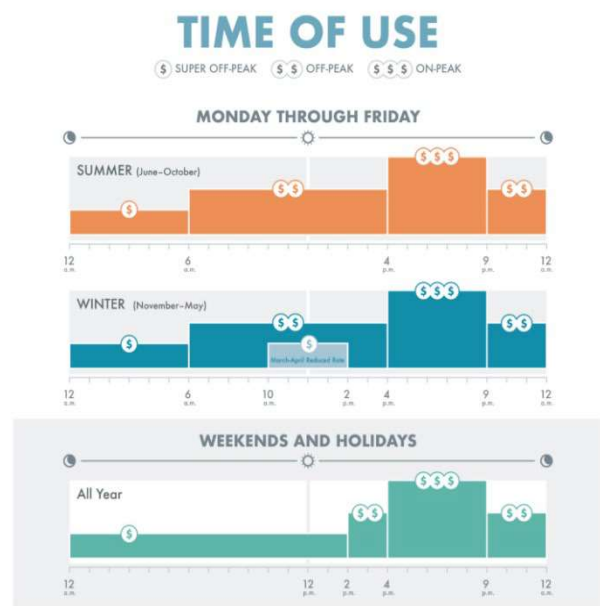
### Dynamic Rates

Although CEA was not obligated to complete the MIDAS uploads until July 1, 2024, we proactively made the administrative decision to finalize them in April 2024, aligning with the RIN on customer billing statements LMS compliance expectation (see Attachment C). The MIDAS rate download file is significantly large. Therefore, proof of rate availability in MIDAS, through the upload file, can be provided to the CEC upon request.

### Overview of Time-Dependent Rates

CEA offers time-of-use (TOU) rates to both residential and commercial customers, reflecting energy demand and cost variations throughout the day. These rates encourage load flexibility by aligning electricity demand with renewable energy availability, helping customers save on bills, reduce emissions, and enhance grid resilience. CEA actively informs customers about TOU pricing and its role in conserving energy during peak hours when demand and costs are highest.

CEA partners closely with SDG&E to offer a variety of plans to our CEA customers. Customers can learn more about their options and decide what plan is right for their household on [SDG&E's pricing plans webpage](#).



**Table 2: Time of Use Periods**

Weekdays	Summer June 1 – October 31	Winter November 1 – May 31
On-Peak	4pm – 9pm	4pm – 9pm
Off-Peak	6am – 4pm; 9pm – midnight	6am – 4pm Excluding 10am- 2pm in March & April; 9pm – midnight
Super Off-Peak	Midnight – 6am	Midnight- 6am 10am – 2pm in March & April

<b>Weekends</b>	<b>Summer June 1 – October 31</b>	<b>Winter November 1 – May 31</b>
On-Peak	4pm – 9pm	4pm – 9pm
Off-Peak	2pm – 4pm; 9pm – midnight	2pm – 4pm 9pm – midnight
Super Off-Peak	Midnight – 2pm	Midnight- 2pm

#### **GRANDFATHERED TIME-OF-USE PERIODS**

	<b>Summer June 1 – October 31</b>	<b>Winter November 1 – May 31</b>
On-Peak	11am-6pm Monday through Friday, excluding Holidays	N/A
Semi-Peak	6am-11am and 6pm-10pm Monday through Friday, excluding Holidays	6am-6pm weekdays, and all hours on weekends and Holidays
Off-Peak	10pm-6am weekdays, and all hours weekends and Holidays	6pm-6am weekdays, and all hours on weekends and Holidays

*Reference Attachment B of this document to view CEA’s residential and commercial TOU rates.*

### **CEA Rate Design and Programs**

The CEA Board reviews and sets electricity rates annually, ensuring a proactive and transparent approach to pricing. With local control over rate-setting decisions, CEA is dedicated to delivering long-term rate stability for residents and businesses alike. Each year, the Board’s primary objective is to establish rates that are not only competitive but often lower than those of SDG&E, supporting affordability and the community's trust in CEA.

The goal of CEA’s programs is to empower local communities by ensuring decisions are made in the best interests of residents and businesses. CEA delivers electricity products with higher renewable energy content and strives to extend this standard to all customer programs. Additionally, CEA aims to reinvest revenues into the local community to fund impactful projects and initiatives. Customers benefit from greater choice with CEA, including the ability to select energy plans that align with their personal sustainability goals and economic needs.

CEA is currently in the development process of a summary dashboard tool for data visualization to identify opportunities, insights, and risks related to program and rate design. This high-level financial analysis tool aims to evaluate variations in resource adequacy, peak load, energy costs, and renewable energy use, helping CEA prioritize program initiatives that may impact load.

The tool will also enable CEA to better understand community needs, build partnerships, recommend pilot programs and policies, and establish metrics to measure their impact and success based on load data.

CEA’s programs plan goals include promoting clean energy adoption, enhancing energy efficiency, supporting low to moderate-income households, facilitating economic development, and increasing

awareness and participation.

CEA plans to leverage the summary dashboard data to expand programs, incorporating various load management strategies. These may include the expansion of Time of Use (TOU) Demand Response (DR) programs, battery storage initiatives, EV charging incentives, distributed energy resources, and energy efficiency efforts, among others. CEA aims to evaluate the cost-effectiveness of each program to determine the most impactful solutions for our customer communities.

## **Load Flexibility Programs**

### **OhmConnect Partnership**

In October of 2021, CEA partnered with RenewHome (formerly) OhmConnect to make it easier and more affordable for customers to access smart thermostats and smart plugs to manage energy usage and save money on energy bills. CEA's partnership with OhmConnect's energy management program helps customers lower their electricity bills by reducing energy usage at peak times when it is most expensive.

OhmConnect provides for a community dedicated to smarter energy use, where saving energy directly translates into earning rewards. With OhmConnect, Customers benefit by reducing electricity during peak times. Rates for this program are uploaded and integrated into MIDAS.

### **Solar Plus Program**

At its November 2024 Board meeting, CEA introduced the expansion of its Solar Plus Program. The Solar Plus program is a collaboration between CEA and Tesla, Inc., offering homeowners Tesla solar and Tesla Powerwall battery systems with no upfront costs or credit check. By joining the program, customers can transform their homes into microgrids that contribute to both personal energy needs and provide broader community benefits such as:

- **Battery Management via the Tesla App**
  - The battery operates in an automated mode through the Tesla app, streamlining energy storage and usage for enhanced efficiency and convenience.
- **Utilization of Excess Solar Energy**
  - When the battery reaches full charge, surplus solar energy is effectively managed to prevent waste and optimize resource utilization.
- **Home Energy Optimization**
  - The battery discharges stored energy directly to the home, enabling customers to reduce reliance on the grid, lower energy costs, and maximize the benefits of their renewable energy system.

Tesla's Opticaster software, which operates in Time-Based Control Mode, is widely utilized and designed to make data-driven decisions that align with customer objectives, such as reducing energy bills, enhancing energy independence, or maintaining sufficient backup energy for outages. Opticaster uses the Net Billing Tariff (NBT) as its framework for optimization. It is built on the same platform as Autobidder, Tesla's energy trading software employed by industrial-scale Megapack batteries. The NBT represents a more dynamic approach compared to legacy NEM tariffs, as it closely mirrors the operations of a live energy market. By integrating Opticaster with Powerwall, Tesla applies insights from

Autobidder and Megapack deployments to optimize energy usage and storage for California customers under the NBT, offering potential cost savings and increased energy management flexibility.

### **PeakSmart Savers Program**

At its November 2024 Board meeting, CEA introduced the launch of the PeakSmart Savers Program. The expanded Solar Plus Self-Generated Incentive Program (SGIP) program enables California Alternate Rates for Energy (CARE) customers to participate in the CPUC-funded SGIP Residential Solar and Storage Equity program, which subsidizes approximately 85% of solar and energy storage system costs. To comply with SGIP requirements, CEA recommends the PeakSmart Savers Program, a demand response initiative.

PeakSmart offers residential customers reduced rates during non-event periods and incentivizes energy conservation during high-cost peak times. Modeled after SDG&E's program, PeakSmart provides rates that are 30% lower than standard rates during On-Peak and Off-Peak TOU periods, with a Load Reduction Adder of \$1.10 per kWh during demand response events. Additionally, Bill Protection is available during the first 12 months of enrollment. These rates offer significant customer savings while rewarding reduced energy usage during On-Peak Load Reduction Events.

The PeakSmart initiative is designed to shift energy usage during on-peak market price periods. This strategy has the potential to unlock opportunities for integrating the Distributed Energy Resource Management System (DERMS) platform and introducing dynamic pricing pilots within the CEA and SDG&E service territory.

### **Evaluation of Rates and Programs**

As mentioned above, CEA is developing a summary dashboard tool for energy program analysis. This tool aims to enhance CEA's understanding of available data to identify opportunities, insights, and risks for program and rate design. The goal is to create a high-level financial analysis tool that evaluates resource adequacy, peak load and energy costs, and renewable energy variability. These insights will help prioritize impactful program initiatives. Ultimately, the analysis is expected to inform recommendations that reshape CEA's approach to resource adequacy procurement and energy strategies, optimizing load, costs, and revenues.

The evaluation process will include analyzing cost and savings data alongside program considerations, such as the type of program, whether it results in load increases, reductions, or both, the hours impacted by these changes, and the customer types affected by these parameters.

Rates for common rate classes—residential, commercial, municipal, agricultural, etc.—will also be analyzed, broken out by winter versus summer and peak/off-peak/super off-peak time periods to evaluate cost effectiveness of potential rates and programs.

### **Communications and Outreach**

CEA employs a multi-faceted approach to communications and outreach to ensure customers are informed about its programs. Programs are approved during CEA's monthly publicly noticed Board meetings, providing transparency and community engagement. Once approved, customer information is disseminated through a variety of channels, including social media platforms and targeted email outreach. Additionally, in-person events serve as an opportunity to directly promote programs and engage with the CEA's member city communities. To further gauge customer interest and encourage enrollment, detailed program information is also made available on CEA's website. This comprehensive

strategy ensures broad accessibility and awareness of CEA's offerings.

Additional information about CEA's customer programs can be found on the CEA Customer Programs Portal at <https://thecleanenergyalliance.org/programs/>.

## Conclusion

CEA Staff acknowledges The Board's consideration of this plan and its collaboration with Staff on programs and rates that benefit the communities we serve. The LMS Compliance Plan highlights CEA's commitment to supporting our member cities through grid stability and customer-focused initiatives. It is important to note that the adoption of this plan is subject to potential changes by our governing boards, as new information on marginal rates, programs, and evolving customer needs may influence decisions.

With this in mind, the plan remains flexible and open to adjustments as new opportunities and insights emerge. CEA staff will continuously evaluate options to ensure reliability and alignment with the state's energy goals. In the meantime, CEA will explore rate and program designs that reflect its core values and serve our customers. By maintaining alignment between our joint goals, guided by our governing boards, and the standards outlined in the CEC's LMS guidelines, CEA is confident in its strong position to achieve success in meeting its LMS compliance measures.

# Attachment A

RIN customer resources available via the CEA Website.

## What is a RIN?

A RIN is a unique identifier established by the California Energy Commission (CEC) to give customers who are on time-of-use plans access to hourly electric pricing. RINs are based on electric rates and are not specific to individual customers.

## Your RIN(s)

As of April 1, 2024, qualifying California utilities are required to include RINs on monthly bills.

CEA customers will see two RINs on their bill: one for electric delivery from San Diego Gas & Electric (SDG&E), and one for electric generation from CEA.

**Your CEA RIN:** USCA-XXEA-1234-5678

CEA Rate Identification Number (RIN)  
View hourly pricing information using your RIN.  
To learn more and to find your RIN, use your smartphone to scan the QR code.



CEA Electric Generation  
Meter # 1234567  
RIN: USCA-XXEA-1234-5678

[Full Page Bill Example](#)

**Your SDG&E RIN:** USCA-SDXX-1234-5678

SDG&E Rate Identification Number (RIN)  
View hourly pricing information using your RIN.  
To learn more and to find your RIN, use your smartphone to scan the QR code.



SDG&E Electric Delivery  
Meter # 1234567  
RIN: USCA-SDXX-1234-5678

[Full Page Bill Example](#)

## Why do I need a RIN?

With a RIN, customers can access a downloadable spreadsheet with hourly electric pricing information from the CEC website. However, this information is already available on your monthly bill.

If you are interested in learning how to download this report, you can [find guided steps on the CEC website](#). Please note that the information provided via the CEC's pricing report is not a substitute for the electric rate and pricing identified on your monthly bill.

In the future, the state plans to offer online tools to help you manage your energy use and costs, with the goal of empowering you with information to optimize your energy use, reduce costs and support environmentally friendly practices.

<sup>1</sup>Per the California Energy Commission, Load-Serving Entities that exceed a threshold of 700 GWh of electricity to customers in any calendar year are required to have a RIN. Learn more about the details here: <https://www.energy.ca.gov/sites/default/files/2023-07/CEC-400-2023-009.pdf>

## Attachment B

CEA's adopted rates effective January 1, 2025.

SDG&E RATE	CEA RATE
<b>RESIDENTIAL</b>	
Schedule DR-LI and Medical Baseline Customers	DR-LI-MB
DR-TOU, DR-TOU-CARE, DR-TOU-MB	DR-TOU
DR-SES, DR-SES-CARE, DR-SES-MB	DR-SES
EV-TOU	EV-TOU
EV-TOU-2, EV-TOU-2-CARE, EV-TOU-2-MB	EV-TOU-2
EV-TOU-5, EV-TOU-5-CARE, EV-TOU-5-MB	EV-TOU-5
TOU-DR-1, TOU-DR-1-CARE, TOU-DR-1-MB	TOU-DR-1
TOU-DR-2, TOU-DR-CARE, TOU-DR-2-MB	TOU-DR-2
TOU-DR, TOU-DR-CARE, TOU-DR-MB	TOU-DR
DR-SES (Grandfathered)	G-DR-SES
EV-TOU (Grandfathered)	G-EV-TOU
EV-TOU-2, EV-TOU-2-CARE, EV-TOU-2-MB (Grandfathered)	G-EV-TOU-2
TOU-DR, TOU-DR-CARE, TOU-DR-MB (Grandfathered)	G-TOU-DR
<b>COMMERCIAL/INDUSTRIAL</b>	
TOU-A	TOU-A-S
TOU-A	TOU-A-P
TOU-A-LI, TOU-A-2-LI, TOU-M-LI	E-LI-TOU
AL-TOU-LI, DG-R-LI	E-LI-NR
TOU-A-2 – Secondary	TOU-A-2-S
TOU-A-2 – Primary	TOU-A-2-P
TOU-A-3 – Secondary	TOU-A-3-S
TOU-A-3 -Primary	TOU-A-3-P
TOU-M	TOU-M
A-TC	A-TC
OL-TOU	OL-TOU
AL-TOU – Secondary	AL-TOU-S
AL-TOU – Primary	AL-TOU-P
AL-TOU - Transmission	AL-TOU-T
AL-TOU-2 - Secondary	AL-TOU-2-S
AL-TOU-2 - Primary	AL-TOU-2-P
AL-TOU-2 - Transmission	AL-TOU-2-T
DG-R – Secondary	DG-R-S
DG-R – Primary	DG-R-P
DG-T - Transmission	DG-R-T
A6-TOU – Primary	A6-TOU-P
A6-TOU - Transmission	A6-TOU-T
EV-HP - Secondary	EV-HP-S
EV-HP - Primary	EV-HP-P
TOU-M (Grandfathered)	G-TOU-M
OL-TOU (Grandfathered)	G-OL-TOU
TOU-A (Grandfathered) – Secondary	G-TOU-A-S
TOU-A (Grandfathered) – Primary	G-TOU-A-P
AL-TOU (Grandfathered) – Secondary	G-AL-TOU-S
AL-TOU (Grandfathered) – Primary	G-AL-TOU-P
AL-TOU (Grandfathered) – Transmission	G-AL-TOU-T
DG-R (Grandfathered) – Secondary	G-DG-R-S
DG-R (Grandfathered) – Primary	G-DG-R-P
DG-R (Grandfathered) – Transmission	G-DG-R-T

<b>SDG&amp;E RATE</b>	<b>CEA RATE</b>
A6-TOU (Grandfathered) – Primary	G-A6-TOU-P
A6-TOU (Grandfathered) – Transmission	G-A6-TOU-T
<b>PUMPING/AGRICULTURE</b>	
TOU-PA<20kW – Secondary	TOU-PA-S
TOU-PA<20kW – Primary	TOU-PA-P
TOU-PA-2>=20kW – Secondary	TOU-PA-2-S
TOU-PA-2>=20kW – Primary	TOU-PA-2-P
TOU-PA-3<20kW – Secondary	TOU-PA-3-S<20kW
TOU-PA-3<20kW – Primary	TOU-PA-3-P<20kW
TOU-PA-3>=20kW – Secondary	TOU-PA-3-S>=20kW
TOU-PA-3>=20kW – Primary	TOU-PA-3-P>=20kW
PA-T-1 – Secondary	PA-T-1-S
PA-T-1 – Primary	PA-T-1-P
PA-T-1 - Transmission	PA-T-1-T
PA-T-1 (Grandfathered) – Secondary	G-PA-T-1-S
PA-T-1 (Grandfathered) – Primary	G-PA-T-1-P
PA-T-1 (Grandfathered) – Transmission	G-PA-T-1-T
TOU-PA<20kW (Grandfathered) – Secondary	G-TOU-PA-S
TOU-PA<20kW (Grandfathered) – Primary	G-TOU-PA-P
TOU-PA>=20kW (Grandfathered) – Secondary	G-TOU-PA-2-S
TOU-PA>=20kW (Grandfathered) – Primary	G-TOU-PA-2-P
<b>LIGHTING</b>	
LS-1, LS-2, LS-3, OL-1, DWL and LS-2 DS	LS
OL-2	OL-2
OL-TOU	OL-TOU
LS-2 AD	LS-2-AD



## Attachment C

Representative snapshot of the CEA JSON download file.

```
{
  "RateID": "USCA-XXEA-0001-0000",
  "SystemTime_UTC": "2025-03-17T17:19:12.043Z",
  "RateName": "A6-TOU-P",
  "RateType": "Time of use",
  "Sector": "Commercial",
  "API_Url": null,
  "RatePlan_Url": null,
  "EndUse": null,
  "AltRateName1": null,
  "AltRateName2": null,
  "SignupCloseDate": null,
  "ValueInformation": [
    {
      "ValueName": "Winter Off-Peak",
      "DateStart": "2025-01-17",
      "DateEnd": "2025-01-17",
      "DayStart": "Friday",
      "DayEnd": "Friday",
      "TimeStart": "05:00:00",
      "TimeEnd": "05:59:59",
      "value": 0.14483,
      "Unit": "$/kWh"
    },
    {
      "ValueName": "Winter Off-Peak",
      "DateStart": "2025-01-17",
      "DateEnd": "2025-01-17",
      "DayStart": "Friday",
      "DayEnd": "Friday",
      "TimeStart": "06:00:00",
      "TimeEnd": "06:59:59",
      "value": 0.14483,
      "Unit": "$/kWh"
    },
    {
      "ValueName": "Winter Off-Peak",
      "DateStart": "2025-01-17",
      "DateEnd": "2025-01-17",
      "DayStart": "Friday",
      "DayEnd": "Friday"
    }
  ]
}
```

## Appendix A

The following list of RINs, which correspond to the appropriate CEA rate, have been uploaded to MIDAS.

<b><u>CEA Rate Name</u></b>	<b><u>RIN - MIDAS</u></b>
A6-TOU-P	USCA-XXEA-0001-0000
A6-TOU-T	USCA-XXEA-0002-0000
AL-TOU-2-P	USCA-XXEA-0003-0000
AL-TOU-2-S	USCA-XXEA-0004-0000
AL-TOU-2-T	USCA-XXEA-0005-0000
AL-TOU-P	USCA-XXEA-0006-0000
AL-TOU-S	USCA-XXEA-0007-0000
AL-TOU-T	USCA-XXEA-0008-0000
DG-R-P	USCA-XXEA-0009-0000
DG-R-S	USCA-XXEA-0010-0000
DG-R-T	USCA-XXEA-0011-0000
DR-SES	USCA-XXEA-0012-0000
EV-HP-P	USCA-XXEA-0013-0000
EV-HP-S	USCA-XXEA-0014-0000
EV-TOU	USCA-XXEA-0015-0000
EV-TOU-2	USCA-XXEA-0016-0000
EV-TOU-5	USCA-XXEA-0017-0000
G-A6-TOU-P	USCA-XXEA-0018-0000
G-A6-TOU-T	USCA-XXEA-0019-0000
G-AL-TOU-P	USCA-XXEA-0020-0000
G-AL-TOU-S	USCA-XXEA-0021-0000
G-AL-TOU-T	USCA-XXEA-0022-0000
G-DG-R-P	USCA-XXEA-0023-0000
G-DG-R-S	USCA-XXEA-0024-0000
G-DG-R-T	USCA-XXEA-0025-0000
G-DR-SES	USCA-XXEA-0026-0000
G-EV-TOU	USCA-XXEA-0027-0000
G-EV-TOU-2	USCA-XXEA-0028-0000
G-OL-TOU	USCA-XXEA-0029-0000
G-PA-T-1-P	USCA-XXEA-0030-0000
G-PA-T-1-S	USCA-XXEA-0031-0000
G-PA-T-1-T	USCA-XXEA-0032-0000
G-TOU-A-P	USCA-XXEA-0033-0000
G-TOU-A-S	USCA-XXEA-0034-0000
G-TOU-DR	USCA-XXEA-0035-0000
G-TOU-M	USCA-XXEA-0036-0000
G-TOU-PA-P	USCA-XXEA-0037-0000
G-TOU-PA-P Over 20kW	USCA-XXEA-0038-0000
G-TOU-PA-S	USCA-XXEA-0039-0000

G-TOU-PA-S Over 20kW	USCA-XXEA-0040-0000
LS-2-AD	USCA-XXEA-0041-0000
OL-TOU	USCA-XXEA-0042-0000
PA-T-1-P	USCA-XXEA-0043-0000
PA-T-1-S	USCA-XXEA-0044-0000
PA-T-1-T	USCA-XXEA-0045-0000
TOU-A-2-P	USCA-XXEA-0046-0000
TOU-A-2-S	USCA-XXEA-0047-0000
TOU-A-3-P	USCA-XXEA-0048-0000
TOU-A-3-S	USCA-XXEA-0049-0000
TOU-A-P	USCA-XXEA-0050-0000
TOU-A-S	USCA-XXEA-0051-0000
TOU-DR	USCA-XXEA-0052-0000
TOU-DR-1	USCA-XXEA-0053-0000
TOU-DR-2	USCA-XXEA-0054-0000
TOU-M	USCA-XXEA-0055-0000
TOU-PA-2-P	USCA-XXEA-0056-0000
TOU-PA-2-S	USCA-XXEA-0057-0000
TOU-PA-3-P	USCA-XXEA-0058-0000
TOU-PA-3-P Over 20kW	USCA-XXEA-0059-0000
TOU-PA-3-S	USCA-XXEA-0060-0000
TOU-PA-3-S Over 20kW	USCA-XXEA-0061-0000
TOU-PA-P	USCA-XXEA-0062-0000
TOU-PA-S	USCA-XXEA-0063-0000
A6-TOU-P- Clean Impact Plus	USCA-XXEA-0064-0000
A6-TOU-P- Green Impact	USCA-XXEA-0065-0000
A6-TOU-T- Clean Impact Plus	USCA-XXEA-0066-0000
A6-TOU-T- Green Impact	USCA-XXEA-0067-0000
AL-TOU-2-P- Clean Impact Plus	USCA-XXEA-0068-0000
AL-TOU-2-P- Green Impact	USCA-XXEA-0069-0000
AL-TOU-2-S- Clean Impact Plus	USCA-XXEA-0070-0000
AL-TOU-2-S- Green Impact	USCA-XXEA-0071-0000
AL-TOU-2-T- Clean Impact Plus	USCA-XXEA-0072-0000
AL-TOU-2-T- Green Impact	USCA-XXEA-0073-0000
AL-TOU-P- Clean Impact Plus	USCA-XXEA-0074-0000
AL-TOU-P- Green Impact	USCA-XXEA-0075-0000
AL-TOU-S- Clean Impact Plus	USCA-XXEA-0076-0000
AL-TOU-S- Green Impact	USCA-XXEA-0077-0000
AL-TOU-T- Clean Impact Plus	USCA-XXEA-0078-0000
AL-TOU-T- Green Impact	USCA-XXEA-0079-0000
DG-R-P- Clean Impact Plus	USCA-XXEA-0080-0000
DG-R-P- Green Impact	USCA-XXEA-0081-0000
DG-R-S- Clean Impact Plus	USCA-XXEA-0082-0000

DG-R-S- Green Impact	USCA-XXEA-0083-0000
DG-R-T- Clean Impact Plus	USCA-XXEA-0084-0000
DG-R-T- Green Impact	USCA-XXEA-0085-0000
DR-SES- Clean Impact Plus	USCA-XXEA-0086-0000
DR-SES- Green Impact	USCA-XXEA-0087-0000
EV-HP-P- Clean Impact Plus	USCA-XXEA-0088-0000
EV-HP-P- Green Impact	USCA-XXEA-0089-0000
EV-HP-S- Clean Impact Plus	USCA-XXEA-0090-0000
EV-HP-S- Green Impact	USCA-XXEA-0091-0000
EV-TOU- Clean Impact Plus	USCA-XXEA-0092-0000
EV-TOU- Green Impact	USCA-XXEA-0093-0000
EV-TOU-2- Clean Impact Plus	USCA-XXEA-0094-0000
EV-TOU-2- Green Impact	USCA-XXEA-0095-0000
EV-TOU-5- Clean Impact Plus	USCA-XXEA-0096-0000
EV-TOU-5- Green Impact	USCA-XXEA-0097-0000
G-A6-TOU-P- Clean Impact Plus	USCA-XXEA-0098-0000
G-A6-TOU-P- Green Impact	USCA-XXEA-0099-0000
G-A6-TOU-T- Clean Impact Plus	USCA-XXEA-0100-0000
G-A6-TOU-T- Green Impact	USCA-XXEA-0101-0000
G-AL-TOU-P- Clean Impact Plus	USCA-XXEA-0102-0000
G-AL-TOU-P- Green Impact	USCA-XXEA-0103-0000
G-AL-TOU-S- Clean Impact Plus	USCA-XXEA-0104-0000
G-AL-TOU-S- Green Impact	USCA-XXEA-0105-0000
G-AL-TOU-T- Clean Impact Plus	USCA-XXEA-0106-0000
G-AL-TOU-T- Green Impact	USCA-XXEA-0107-0000
G-DG-R-P- Clean Impact Plus	USCA-XXEA-0108-0000
G-DG-R-P- Green Impact	USCA-XXEA-0109-0000
G-DG-R-S- Clean Impact Plus	USCA-XXEA-0110-0000
G-DG-R-S- Green Impact	USCA-XXEA-0111-0000
G-DG-R-T- Clean Impact Plus	USCA-XXEA-0112-0000
G-DG-R-T- Green Impact	USCA-XXEA-0113-0000
G-DR-SES- Clean Impact Plus	USCA-XXEA-0114-0000
G-DR-SES- Green Impact	USCA-XXEA-0115-0000
G-EV-TOU- Clean Impact Plus	USCA-XXEA-0116-0000
G-EV-TOU- Green Impact	USCA-XXEA-0117-0000
G-EV-TOU-2- Clean Impact Plus	USCA-XXEA-0118-0000
G-EV-TOU-2- Green Impact	USCA-XXEA-0119-0000
G-OL-TOU- Clean Impact Plus	USCA-XXEA-0120-0000
G-OL-TOU- Green Impact	USCA-XXEA-0121-0000
G-PA-T-1-P- Clean Impact Plus	USCA-XXEA-0122-0000
G-PA-T-1-P- Green Impact	USCA-XXEA-0123-0000
G-PA-T-1-S- Clean Impact Plus	USCA-XXEA-0124-0000
G-PA-T-1-S- Green Impact	USCA-XXEA-0125-0000

G-PA-T-1-T- Clean Impact Plus	USCA-XXEA-0126-0000
G-PA-T-1-T- Green Impact	USCA-XXEA-0127-0000
G-TOU-A-P- Clean Impact Plus	USCA-XXEA-0128-0000
G-TOU-A-P- Green Impact	USCA-XXEA-0129-0000
G-TOU-A-S- Clean Impact Plus	USCA-XXEA-0130-0000
G-TOU-A-S- Green Impact	USCA-XXEA-0131-0000
G-TOU-DR- Clean Impact Plus	USCA-XXEA-0132-0000
G-TOU-DR- Green Impact	USCA-XXEA-0133-0000
G-TOU-M- Clean Impact Plus	USCA-XXEA-0134-0000
G-TOU-M- Green Impact	USCA-XXEA-0135-0000
G-TOU-PA-P- Clean Impact Plus	USCA-XXEA-0136-0000
G-TOU-PA-P- Green Impact	USCA-XXEA-0137-0000
G-TOU-PA-P Over 20kW- Clean Impact Plus	USCA-XXEA-0138-0000
G-TOU-PA-P Over 20kW- Green Impact	USCA-XXEA-0139-0000
G-TOU-PA-S- Clean Impact Plus	USCA-XXEA-0140-0000
G-TOU-PA-S- Green Impact	USCA-XXEA-0141-0000
G-TOU-PA-S Over 20kW- Clean Impact Plus	USCA-XXEA-0142-0000
G-TOU-PA-S Over 20kW- Green Impact	USCA-XXEA-0143-0000
LS-2-AD- Clean Impact Plus	USCA-XXEA-0144-0000
LS-2-AD- Green Impact	USCA-XXEA-0145-0000
OL-TOU- Clean Impact Plus	USCA-XXEA-0146-0000
OL-TOU- Green Impact	USCA-XXEA-0147-0000
PA-T-1-P- Clean Impact Plus	USCA-XXEA-0148-0000
PA-T-1-P- Green Impact	USCA-XXEA-0149-0000
PA-T-1-S- Clean Impact Plus	USCA-XXEA-0150-0000
PA-T-1-S- Green Impact	USCA-XXEA-0151-0000
PA-T-1-T- Clean Impact Plus	USCA-XXEA-0152-0000
PA-T-1-T- Green Impact	USCA-XXEA-0153-0000
TOU-A-2-P- Clean Impact Plus	USCA-XXEA-0154-0000
TOU-A-2-P- Green Impact	USCA-XXEA-0155-0000
TOU-A-2-S- Clean Impact Plus	USCA-XXEA-0156-0000
TOU-A-2-S- Green Impact	USCA-XXEA-0157-0000
TOU-A-3-P- Clean Impact Plus	USCA-XXEA-0158-0000
TOU-A-3-P- Green Impact	USCA-XXEA-0159-0000
TOU-A-3-S- Clean Impact Plus	USCA-XXEA-0160-0000
TOU-A-3-S- Green Impact	USCA-XXEA-0161-0000
TOU-A-P- Clean Impact Plus	USCA-XXEA-0162-0000
TOU-A-P- Green Impact	USCA-XXEA-0163-0000
TOU-A-S- Clean Impact Plus	USCA-XXEA-0164-0000
TOU-A-S- Green Impact	USCA-XXEA-0165-0000
TOU-DR- Clean Impact Plus	USCA-XXEA-0166-0000
TOU-DR- Green Impact	USCA-XXEA-0167-0000
TOU-DR-1- Clean Impact Plus	USCA-XXEA-0168-0000

TOU-DR-1- Green Impact	USCA-XXEA-0169-0000
TOU-DR-2- Clean Impact Plus	USCA-XXEA-0170-0000
TOU-DR-2- Green Impact	USCA-XXEA-0171-0000
TOU-M- Clean Impact Plus	USCA-XXEA-0172-0000
TOU-M- Green Impact	USCA-XXEA-0173-0000
TOU-PA-2-P- Clean Impact Plus	USCA-XXEA-0174-0000
TOU-PA-2-P- Green Impact	USCA-XXEA-0175-0000
TOU-PA-2-S- Clean Impact Plus	USCA-XXEA-0176-0000
TOU-PA-2-S- Green Impact	USCA-XXEA-0177-0000
TOU-PA-3-P- Clean Impact Plus	USCA-XXEA-0178-0000
TOU-PA-3-P- Green Impact	USCA-XXEA-0179-0000
TOU-PA-3-P Over 20kW- Clean Impact Plus	USCA-XXEA-0180-0000
TOU-PA-3-P Over 20kW- Green Impact	USCA-XXEA-0181-0000
TOU-PA-3-S- Clean Impact Plus	USCA-XXEA-0182-0000
TOU-PA-3-S- Green Impact	USCA-XXEA-0183-0000
TOU-PA-3-S Over 20kW- Clean Impact Plus	USCA-XXEA-0184-0000
TOU-PA-3-S Over 20kW- Green Impact	USCA-XXEA-0185-0000
TOU-PA-P- Clean Impact Plus	USCA-XXEA-0186-0000
TOU-PA-P- Green Impact	USCA-XXEA-0187-0000
TOU-PA-S- Clean Impact Plus	USCA-XXEA-0188-0000
TOU-PA-S- Green Impact	USCA-XXEA-0189-0000
A6-TOU-P-EEC_2023_ALL_ALL	USCA-XXEA-0190-0000
A6-TOU-P-EEC_2024_ALL_ALL	USCA-XXEA-0191-0000
A6-TOU-P-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0192-0000
A6-TOU-T-EEC_2023_ALL_ALL	USCA-XXEA-0193-0000
A6-TOU-T-EEC_2024_ALL_ALL	USCA-XXEA-0194-0000
A6-TOU-T-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0195-0000
AL-TOU-2-P-EEC_2023_ALL_ALL	USCA-XXEA-0196-0000
AL-TOU-2-P-EEC_2024_ALL_ALL	USCA-XXEA-0197-0000
AL-TOU-2-P-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0198-0000
AL-TOU-2-S-EEC_2023_ALL_ALL	USCA-XXEA-0199-0000
AL-TOU-2-S-EEC_2024_ALL_ALL	USCA-XXEA-0200-0000
AL-TOU-2-S-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0201-0000
AL-TOU-2-T-EEC_2023_ALL_ALL	USCA-XXEA-0202-0000
AL-TOU-2-T-EEC_2024_ALL_ALL	USCA-XXEA-0203-0000
AL-TOU-2-T-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0204-0000
AL-TOU-P-EEC_2023_ALL_ALL	USCA-XXEA-0205-0000
AL-TOU-P-EEC_2024_ALL_ALL	USCA-XXEA-0206-0000
AL-TOU-P-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0207-0000
AL-TOU-S-EEC_2023_ALL_ALL	USCA-XXEA-0208-0000
AL-TOU-S-EEC_2024_ALL_ALL	USCA-XXEA-0209-0000
AL-TOU-S-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0210-0000
AL-TOU-T-EEC_2023_ALL_ALL	USCA-XXEA-0211-0000

AL-TOU-T-EEC_2024_ALL_ALL	USCA-XXEA-0212-0000
AL-TOU-T-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0213-0000
DG-R-P-EEC_2023_ALL_ALL	USCA-XXEA-0214-0000
DG-R-P-EEC_2024_ALL_ALL	USCA-XXEA-0215-0000
DG-R-P-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0216-0000
DG-R-S-EEC_2023_ALL_ALL	USCA-XXEA-0217-0000
DG-R-S-EEC_2024_ALL_ALL	USCA-XXEA-0218-0000
DG-R-S-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0219-0000
DG-R-T-EEC_2023_ALL_ALL	USCA-XXEA-0220-0000
DG-R-T-EEC_2024_ALL_ALL	USCA-XXEA-0221-0000
DG-R-T-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0222-0000
DR-SES-EEC_2023_ALL_ALL	USCA-XXEA-0223-0000
DR-SES-EEC_2024_ALL_ALL	USCA-XXEA-0224-0000
DR-SES-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0225-0000
EV-HP-P-EEC_2023_ALL_ALL	USCA-XXEA-0226-0000
EV-HP-P-EEC_2024_ALL_ALL	USCA-XXEA-0227-0000
EV-HP-P-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0228-0000
EV-HP-S-EEC_2023_ALL_ALL	USCA-XXEA-0229-0000
EV-HP-S-EEC_2024_ALL_ALL	USCA-XXEA-0230-0000
EV-HP-S-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0231-0000
EV-TOU-EEC_2023_ALL_ALL	USCA-XXEA-0232-0000
EV-TOU-EEC_2024_ALL_ALL	USCA-XXEA-0233-0000
EV-TOU-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0234-0000
EV-TOU-2-EEC_2023_ALL_ALL	USCA-XXEA-0235-0000
EV-TOU-2-EEC_2024_ALL_ALL	USCA-XXEA-0236-0000
EV-TOU-2-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0237-0000
EV-TOU-5-EEC_2023_ALL_ALL	USCA-XXEA-0238-0000
EV-TOU-5-EEC_2024_ALL_ALL	USCA-XXEA-0239-0000
EV-TOU-5-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0240-0000
G-A6-TOU-P-EEC_2023_ALL_ALL	USCA-XXEA-0241-0000
G-A6-TOU-P-EEC_2024_ALL_ALL	USCA-XXEA-0242-0000
G-A6-TOU-P-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0243-0000
G-A6-TOU-T-EEC_2023_ALL_ALL	USCA-XXEA-0244-0000
G-A6-TOU-T-EEC_2024_ALL_ALL	USCA-XXEA-0245-0000
G-A6-TOU-T-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0246-0000
G-AL-TOU-P-EEC_2023_ALL_ALL	USCA-XXEA-0247-0000
G-AL-TOU-P-EEC_2024_ALL_ALL	USCA-XXEA-0248-0000
G-AL-TOU-P-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0249-0000
G-AL-TOU-S-EEC_2023_ALL_ALL	USCA-XXEA-0250-0000
G-AL-TOU-S-EEC_2024_ALL_ALL	USCA-XXEA-0251-0000
G-AL-TOU-S-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0252-0000
G-AL-TOU-T-EEC_2023_ALL_ALL	USCA-XXEA-0253-0000
G-AL-TOU-T-EEC_2024_ALL_ALL	USCA-XXEA-0254-0000



G-AL-TOU-T-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0255-0000
G-DG-R-P-EEC_2023_ALL_ALL	USCA-XXEA-0256-0000
G-DG-R-P-EEC_2024_ALL_ALL	USCA-XXEA-0257-0000
G-DG-R-P-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0258-0000
G-DG-R-S-EEC_2023_ALL_ALL	USCA-XXEA-0259-0000
G-DG-R-S-EEC_2024_ALL_ALL	USCA-XXEA-0260-0000
G-DG-R-S-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0261-0000
G-DG-R-T-EEC_2023_ALL_ALL	USCA-XXEA-0262-0000
G-DG-R-T-EEC_2024_ALL_ALL	USCA-XXEA-0263-0000
G-DG-R-T-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0264-0000
G-DR-SES-EEC_2023_ALL_ALL	USCA-XXEA-0265-0000
G-DR-SES-EEC_2024_ALL_ALL	USCA-XXEA-0266-0000
G-DR-SES-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0267-0000
G-EV-TOU-EEC_2023_ALL_ALL	USCA-XXEA-0268-0000
G-EV-TOU-EEC_2024_ALL_ALL	USCA-XXEA-0269-0000
G-EV-TOU-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0270-0000
G-EV-TOU-2-EEC_2023_ALL_ALL	USCA-XXEA-0271-0000
G-EV-TOU-2-EEC_2024_ALL_ALL	USCA-XXEA-0272-0000
G-EV-TOU-2-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0273-0000
G-OL-TOU-EEC_2023_ALL_ALL	USCA-XXEA-0274-0000
G-OL-TOU-EEC_2024_ALL_ALL	USCA-XXEA-0275-0000
G-OL-TOU-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0276-0000
G-PA-T-1-P-EEC_2023_ALL_ALL	USCA-XXEA-0277-0000
G-PA-T-1-P-EEC_2024_ALL_ALL	USCA-XXEA-0278-0000
G-PA-T-1-P-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0279-0000
G-PA-T-1-S-EEC_2023_ALL_ALL	USCA-XXEA-0280-0000
G-PA-T-1-S-EEC_2024_ALL_ALL	USCA-XXEA-0281-0000
G-PA-T-1-S-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0282-0000
G-PA-T-1-T-EEC_2023_ALL_ALL	USCA-XXEA-0283-0000
G-PA-T-1-T-EEC_2024_ALL_ALL	USCA-XXEA-0284-0000
G-PA-T-1-T-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0285-0000
G-TOU-A-P-EEC_2023_ALL_ALL	USCA-XXEA-0286-0000
G-TOU-A-P-EEC_2024_ALL_ALL	USCA-XXEA-0287-0000
G-TOU-A-P-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0288-0000
G-TOU-A-S-EEC_2023_ALL_ALL	USCA-XXEA-0289-0000
G-TOU-A-S-EEC_2024_ALL_ALL	USCA-XXEA-0290-0000
G-TOU-A-S-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0291-0000
G-TOU-DR-EEC_2023_ALL_ALL	USCA-XXEA-0292-0000
G-TOU-DR-EEC_2024_ALL_ALL	USCA-XXEA-0293-0000
G-TOU-DR-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0294-0000
G-TOU-M-EEC_2023_ALL_ALL	USCA-XXEA-0295-0000
G-TOU-M-EEC_2024_ALL_ALL	USCA-XXEA-0296-0000
G-TOU-M-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0297-0000



G-TOU-PA-P-EEC_2023_ALL_ALL	USCA-XXEA-0298-0000
G-TOU-PA-P-EEC_2024_ALL_ALL	USCA-XXEA-0299-0000
G-TOU-PA-P-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0300-0000
G-TOU-PA-P Over 20kW-EEC_2023_ALL_ALL	USCA-XXEA-0301-0000
G-TOU-PA-P Over 20kW-EEC_2024_ALL_ALL	USCA-XXEA-0302-0000
G-TOU-PA-P Over 20kW-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0303-0000
G-TOU-PA-S-EEC_2023_ALL_ALL	USCA-XXEA-0304-0000
G-TOU-PA-S-EEC_2024_ALL_ALL	USCA-XXEA-0305-0000
G-TOU-PA-S-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0306-0000
G-TOU-PA-S Over 20kW-EEC_2023_ALL_ALL	USCA-XXEA-0307-0000
G-TOU-PA-S Over 20kW-EEC_2024_ALL_ALL	USCA-XXEA-0308-0000
G-TOU-PA-S Over 20kW-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0309-0000
LS-2-AD-EEC_2023_ALL_ALL	USCA-XXEA-0310-0000
LS-2-AD-EEC_2024_ALL_ALL	USCA-XXEA-0311-0000
LS-2-AD-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0312-0000
OL-TOU-EEC_2023_ALL_ALL	USCA-XXEA-0313-0000
OL-TOU-EEC_2024_ALL_ALL	USCA-XXEA-0314-0000
OL-TOU-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0315-0000
PA-T-1-P-EEC_2023_ALL_ALL	USCA-XXEA-0316-0000
PA-T-1-P-EEC_2024_ALL_ALL	USCA-XXEA-0317-0000
PA-T-1-P-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0318-0000
PA-T-1-S-EEC_2023_ALL_ALL	USCA-XXEA-0319-0000
PA-T-1-S-EEC_2024_ALL_ALL	USCA-XXEA-0320-0000
PA-T-1-S-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0321-0000
PA-T-1-T-EEC_2023_ALL_ALL	USCA-XXEA-0322-0000
PA-T-1-T-EEC_2024_ALL_ALL	USCA-XXEA-0323-0000
PA-T-1-T-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0324-0000
TOU-A-2-P-EEC_2023_ALL_ALL	USCA-XXEA-0325-0000
TOU-A-2-P-EEC_2024_ALL_ALL	USCA-XXEA-0326-0000
TOU-A-2-P-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0327-0000
TOU-A-2-S-EEC_2023_ALL_ALL	USCA-XXEA-0328-0000
TOU-A-2-S-EEC_2024_ALL_ALL	USCA-XXEA-0329-0000
TOU-A-2-S-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0330-0000
TOU-A-3-P-EEC_2023_ALL_ALL	USCA-XXEA-0331-0000
TOU-A-3-P-EEC_2024_ALL_ALL	USCA-XXEA-0332-0000
TOU-A-3-P-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0333-0000
TOU-A-3-S-EEC_2023_ALL_ALL	USCA-XXEA-0334-0000
TOU-A-3-S-EEC_2024_ALL_ALL	USCA-XXEA-0335-0000
TOU-A-3-S-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0336-0000
TOU-A-P-EEC_2023_ALL_ALL	USCA-XXEA-0337-0000
TOU-A-P-EEC_2024_ALL_ALL	USCA-XXEA-0338-0000
TOU-A-P-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0339-0000
TOU-A-S-EEC_2023_ALL_ALL	USCA-XXEA-0340-0000

TOU-A-S-EEC_2024_ALL_ALL	USCA-XXEA-0341-0000
TOU-A-S-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0342-0000
TOU-DR-EEC_2023_ALL_ALL	USCA-XXEA-0343-0000
TOU-DR-EEC_2024_ALL_ALL	USCA-XXEA-0344-0000
TOU-DR-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0345-0000
TOU-DR-1-EEC_2023_ALL_ALL	USCA-XXEA-0346-0000
TOU-DR-1-EEC_2024_ALL_ALL	USCA-XXEA-0347-0000
TOU-DR-1-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0348-0000
TOU-DR-2-EEC_2023_ALL_ALL	USCA-XXEA-0349-0000
TOU-DR-2-EEC_2024_ALL_ALL	USCA-XXEA-0350-0000
TOU-DR-2-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0351-0000
TOU-M-EEC_2023_ALL_ALL	USCA-XXEA-0352-0000
TOU-M-EEC_2024_ALL_ALL	USCA-XXEA-0353-0000
TOU-M-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0354-0000
TOU-PA-2-P-EEC_2023_ALL_ALL	USCA-XXEA-0355-0000
TOU-PA-2-P-EEC_2024_ALL_ALL	USCA-XXEA-0356-0000
TOU-PA-2-P-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0357-0000
TOU-PA-2-S-EEC_2023_ALL_ALL	USCA-XXEA-0358-0000
TOU-PA-2-S-EEC_2024_ALL_ALL	USCA-XXEA-0359-0000
TOU-PA-2-S-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0360-0000
TOU-PA-3-P-EEC_2023_ALL_ALL	USCA-XXEA-0361-0000
TOU-PA-3-P-EEC_2024_ALL_ALL	USCA-XXEA-0362-0000
TOU-PA-3-P-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0363-0000
TOU-PA-3-P Over 20kW-EEC_2023_ALL_ALL	USCA-XXEA-0364-0000
TOU-PA-3-P Over 20kW-EEC_2024_ALL_ALL	USCA-XXEA-0365-0000
TOU-PA-3-P Over 20kW-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0366-0000
TOU-PA-3-S-EEC_2023_ALL_ALL	USCA-XXEA-0367-0000
TOU-PA-3-S-EEC_2024_ALL_ALL	USCA-XXEA-0368-0000
TOU-PA-3-S-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0369-0000
TOU-PA-3-S Over 20kW-EEC_2023_ALL_ALL	USCA-XXEA-0370-0000
TOU-PA-3-S Over 20kW-EEC_2024_ALL_ALL	USCA-XXEA-0371-0000
TOU-PA-3-S Over 20kW-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0372-0000
TOU-PA-P-EEC_2023_ALL_ALL	USCA-XXEA-0373-0000
TOU-PA-P-EEC_2024_ALL_ALL	USCA-XXEA-0374-0000
TOU-PA-P-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0375-0000
TOU-PA-S-EEC_2023_ALL_ALL	USCA-XXEA-0376-0000
TOU-PA-S-EEC_2024_ALL_ALL	USCA-XXEA-0377-0000
TOU-PA-S-EEC_UNLOCKED_ALL_ALL	USCA-XXEA-0378-0000
A6-TOU-P-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0379-0000
A6-TOU-P-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0380-0000
A6-TOU-P-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0381-0000
A6-TOU-P-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0382-0000
A6-TOU-P-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0383-0000

A6-TOU-P-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0384-0000
A6-TOU-T-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0385-0000
A6-TOU-T-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0386-0000
A6-TOU-T-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0387-0000
A6-TOU-T-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0388-0000
A6-TOU-T-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0389-0000
A6-TOU-T-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0390-0000
AL-TOU-2-P-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0391-0000
AL-TOU-2-P-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0392-0000
AL-TOU-2-P-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0393-0000
AL-TOU-2-P-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0394-0000
AL-TOU-2-P-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0395-0000
AL-TOU-2-P-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0396-0000
AL-TOU-2-S-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0397-0000
AL-TOU-2-S-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0398-0000
AL-TOU-2-S-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0399-0000
AL-TOU-2-S-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0400-0000
AL-TOU-2-S-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0401-0000
AL-TOU-2-S-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0402-0000
AL-TOU-2-T-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0403-0000
AL-TOU-2-T-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0404-0000
AL-TOU-2-T-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0405-0000
AL-TOU-2-T-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0406-0000
AL-TOU-2-T-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0407-0000
AL-TOU-2-T-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0408-0000
AL-TOU-P-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0409-0000
AL-TOU-P-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0410-0000
AL-TOU-P-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0411-0000
AL-TOU-P-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0412-0000
AL-TOU-P-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0413-0000
AL-TOU-P-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0414-0000
AL-TOU-S-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0415-0000
AL-TOU-S-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0416-0000
AL-TOU-S-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0417-0000
AL-TOU-S-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0418-0000
AL-TOU-S-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0419-0000
AL-TOU-S-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0420-0000
AL-TOU-T-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0421-0000
AL-TOU-T-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0422-0000
AL-TOU-T-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0423-0000

AL-TOU-T-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0424-0000
AL-TOU-T-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0425-0000
AL-TOU-T-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0426-0000
DG-R-P-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0427-0000
DG-R-P-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0428-0000
DG-R-P-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0429-0000
DG-R-P-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0430-0000
DG-R-P-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0431-0000
DG-R-P-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0432-0000
DG-R-S-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0433-0000
DG-R-S-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0434-0000
DG-R-S-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0435-0000
DG-R-S-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0436-0000
DG-R-S-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0437-0000
DG-R-S-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0438-0000
DG-R-T-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0439-0000
DG-R-T-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0440-0000
DG-R-T-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0441-0000
DG-R-T-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0442-0000
DG-R-T-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0443-0000
DG-R-T-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0444-0000
DR-SES-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0445-0000
DR-SES-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0446-0000
DR-SES-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0447-0000
DR-SES-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0448-0000
DR-SES-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0449-0000
DR-SES-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0450-0000
EV-HP-P-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0451-0000
EV-HP-P-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0452-0000
EV-HP-P-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0453-0000
EV-HP-P-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0454-0000
EV-HP-P-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0455-0000
EV-HP-P-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0456-0000
EV-HP-S-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0457-0000
EV-HP-S-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0458-0000
EV-HP-S-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0459-0000
EV-HP-S-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0460-0000
EV-HP-S-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0461-0000
EV-HP-S-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0462-0000
EV-TOU-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0463-0000
EV-TOU-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0464-0000

EV-TOU-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0465-0000
EV-TOU-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0466-0000
EV-TOU-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0467-0000
EV-TOU-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0468-0000
EV-TOU-2-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0469-0000
EV-TOU-2-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0470-0000
EV-TOU-2-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0471-0000
EV-TOU-2-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0472-0000
EV-TOU-2-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0473-0000
EV-TOU-2-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0474-0000
EV-TOU-5-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0475-0000
EV-TOU-5-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0476-0000
EV-TOU-5-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0477-0000
EV-TOU-5-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0478-0000
EV-TOU-5-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0479-0000
EV-TOU-5-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0480-0000
G-A6-TOU-P-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0481-0000
G-A6-TOU-P-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0482-0000
G-A6-TOU-P-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0483-0000
G-A6-TOU-P-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0484-0000
G-A6-TOU-P-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0485-0000
G-A6-TOU-P-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0486-0000
G-A6-TOU-T-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0487-0000
G-A6-TOU-T-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0488-0000
G-A6-TOU-T-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0489-0000
G-A6-TOU-T-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0490-0000
G-A6-TOU-T-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0491-0000
G-A6-TOU-T-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0492-0000
G-AL-TOU-P-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0493-0000
G-AL-TOU-P-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0494-0000
G-AL-TOU-P-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0495-0000
G-AL-TOU-P-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0496-0000
G-AL-TOU-P-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0497-0000
G-AL-TOU-P-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0498-0000
G-AL-TOU-S-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0499-0000
G-AL-TOU-S-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0500-0000
G-AL-TOU-S-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0501-0000
G-AL-TOU-S-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0502-0000
G-AL-TOU-S-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0503-0000
G-AL-TOU-S-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0504-0000

G-AL-TOU-T-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0505-0000
G-AL-TOU-T-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0506-0000
G-AL-TOU-T-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0507-0000
G-AL-TOU-T-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0508-0000
G-AL-TOU-T-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0509-0000
G-AL-TOU-T-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0510-0000
G-DG-R-P-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0511-0000
G-DG-R-P-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0512-0000
G-DG-R-P-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0513-0000
G-DG-R-P-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0514-0000
G-DG-R-P-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0515-0000
G-DG-R-P-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0516-0000
G-DG-R-S-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0517-0000
G-DG-R-S-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0518-0000
G-DG-R-S-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0519-0000
G-DG-R-S-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0520-0000
G-DG-R-S-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0521-0000
G-DG-R-S-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0522-0000
G-DG-R-T-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0523-0000
G-DG-R-T-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0524-0000
G-DG-R-T-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0525-0000
G-DG-R-T-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0526-0000
G-DG-R-T-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0527-0000
G-DG-R-T-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0528-0000
G-DR-SES-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0529-0000
G-DR-SES-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0530-0000
G-DR-SES-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0531-0000
G-DR-SES-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0532-0000
G-DR-SES-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0533-0000
G-DR-SES-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0534-0000
G-EV-TOU-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0535-0000
G-EV-TOU-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0536-0000
G-EV-TOU-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0537-0000
G-EV-TOU-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0538-0000
G-EV-TOU-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0539-0000
G-EV-TOU-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0540-0000
G-EV-TOU-2-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0541-0000
G-EV-TOU-2-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0542-0000
G-EV-TOU-2-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0543-0000
G-EV-TOU-2-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0544-0000



G-EV-TOU-2-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0545-0000
G-EV-TOU-2-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0546-0000
G-OL-TOU-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0547-0000
G-OL-TOU-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0548-0000
G-OL-TOU-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0549-0000
G-OL-TOU-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0550-0000
G-OL-TOU-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0551-0000
G-OL-TOU-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0552-0000
G-PA-T-1-P-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0553-0000
G-PA-T-1-P-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0554-0000
G-PA-T-1-P-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0555-0000
G-PA-T-1-P-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0556-0000
G-PA-T-1-P-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0557-0000
G-PA-T-1-P-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0558-0000
G-PA-T-1-S-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0559-0000
G-PA-T-1-S-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0560-0000
G-PA-T-1-S-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0561-0000
G-PA-T-1-S-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0562-0000
G-PA-T-1-S-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0563-0000
G-PA-T-1-S-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0564-0000
G-PA-T-1-T-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0565-0000
G-PA-T-1-T-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0566-0000
G-PA-T-1-T-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0567-0000
G-PA-T-1-T-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0568-0000
G-PA-T-1-T-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0569-0000
G-PA-T-1-T-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0570-0000
G-TOU-A-P-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0571-0000
G-TOU-A-P-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0572-0000
G-TOU-A-P-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0573-0000
G-TOU-A-P-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0574-0000
G-TOU-A-P-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0575-0000
G-TOU-A-P-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0576-0000
G-TOU-A-S-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0577-0000
G-TOU-A-S-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0578-0000
G-TOU-A-S-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0579-0000
G-TOU-A-S-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0580-0000
G-TOU-A-S-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0581-0000
G-TOU-A-S-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0582-0000
G-TOU-DR-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0583-0000

G-TOU-DR-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0584-0000
G-TOU-DR-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0585-0000
G-TOU-DR-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0586-0000
G-TOU-DR-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0587-0000
G-TOU-DR-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0588-0000
G-TOU-M-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0589-0000
G-TOU-M-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0590-0000
G-TOU-M-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0591-0000
G-TOU-M-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0592-0000
G-TOU-M-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0593-0000
G-TOU-M-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0594-0000
G-TOU-PA-P-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0595-0000
G-TOU-PA-P-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0596-0000
G-TOU-PA-P-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0597-0000
G-TOU-PA-P-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0598-0000
G-TOU-PA-P-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0599-0000
G-TOU-PA-P-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0600-0000
G-TOU-PA-P Over 20kW-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0601-0000
G-TOU-PA-P Over 20kW-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0602-0000
G-TOU-PA-P Over 20kW-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0603-0000
G-TOU-PA-P Over 20kW-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0604-0000
G-TOU-PA-P Over 20kW-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0605-0000
G-TOU-PA-P Over 20kW-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0606-0000
G-TOU-PA-S-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0607-0000
G-TOU-PA-S-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0608-0000
G-TOU-PA-S-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0609-0000
G-TOU-PA-S-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0610-0000
G-TOU-PA-S-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0611-0000
G-TOU-PA-S-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0612-0000
G-TOU-PA-S Over 20kW-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0613-0000
G-TOU-PA-S Over 20kW-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0614-0000
G-TOU-PA-S Over 20kW-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0615-0000
G-TOU-PA-S Over 20kW-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0616-0000
G-TOU-PA-S Over 20kW-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0617-0000



G-TOU-PA-S Over 20kW-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0618-0000
LS-2-AD-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0619-0000
LS-2-AD-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0620-0000
LS-2-AD-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0621-0000
LS-2-AD-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0622-0000
LS-2-AD-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0623-0000
LS-2-AD-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0624-0000
OL-TOU-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0625-0000
OL-TOU-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0626-0000
OL-TOU-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0627-0000
OL-TOU-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0628-0000
OL-TOU-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0629-0000
OL-TOU-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0630-0000
PA-T-1-P-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0631-0000
PA-T-1-P-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0632-0000
PA-T-1-P-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0633-0000
PA-T-1-P-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0634-0000
PA-T-1-P-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0635-0000
PA-T-1-P-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0636-0000
PA-T-1-S-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0637-0000
PA-T-1-S-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0638-0000
PA-T-1-S-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0639-0000
PA-T-1-S-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0640-0000
PA-T-1-S-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0641-0000
PA-T-1-S-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0642-0000
PA-T-1-T-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0643-0000
PA-T-1-T-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0644-0000
PA-T-1-T-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0645-0000
PA-T-1-T-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0646-0000
PA-T-1-T-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0647-0000
PA-T-1-T-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0648-0000
TOU-A-2-P-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0649-0000
TOU-A-2-P-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0650-0000
TOU-A-2-P-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0651-0000
TOU-A-2-P-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0652-0000
TOU-A-2-P-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0653-0000
TOU-A-2-P-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0654-0000
TOU-A-2-S-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0655-0000
TOU-A-2-S-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0656-0000
TOU-A-2-S-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0657-0000

TOU-A-2-S-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0658-0000
TOU-A-2-S-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0659-0000
TOU-A-2-S-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0660-0000
TOU-A-3-P-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0661-0000
TOU-A-3-P-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0662-0000
TOU-A-3-P-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0663-0000
TOU-A-3-P-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0664-0000
TOU-A-3-P-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0665-0000
TOU-A-3-P-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0666-0000
TOU-A-3-S-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0667-0000
TOU-A-3-S-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0668-0000
TOU-A-3-S-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0669-0000
TOU-A-3-S-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0670-0000
TOU-A-3-S-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0671-0000
TOU-A-3-S-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0672-0000
TOU-A-P-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0673-0000
TOU-A-P-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0674-0000
TOU-A-P-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0675-0000
TOU-A-P-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0676-0000
TOU-A-P-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0677-0000
TOU-A-P-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0678-0000
TOU-A-S-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0679-0000
TOU-A-S-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0680-0000
TOU-A-S-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0681-0000
TOU-A-S-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0682-0000
TOU-A-S-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0683-0000
TOU-A-S-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0684-0000
TOU-DR-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0685-0000
TOU-DR-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0686-0000
TOU-DR-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0687-0000
TOU-DR-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0688-0000
TOU-DR-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0689-0000
TOU-DR-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0690-0000
TOU-DR-1-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0691-0000
TOU-DR-1-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0692-0000
TOU-DR-1-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0693-0000
TOU-DR-1-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0694-0000
TOU-DR-1-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0695-0000
TOU-DR-1-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0696-0000
TOU-DR-2-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0697-0000

TOU-DR-2-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0698-0000
TOU-DR-2-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0699-0000
TOU-DR-2-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0700-0000
TOU-DR-2-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0701-0000
TOU-DR-2-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0702-0000
TOU-M-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0703-0000
TOU-M-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0704-0000
TOU-M-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0705-0000
TOU-M-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0706-0000
TOU-M-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0707-0000
TOU-M-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0708-0000
TOU-PA-2-P-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0709-0000
TOU-PA-2-P-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0710-0000
TOU-PA-2-P-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0711-0000
TOU-PA-2-P-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0712-0000
TOU-PA-2-P-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0713-0000
TOU-PA-2-P-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0714-0000
TOU-PA-2-S-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0715-0000
TOU-PA-2-S-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0716-0000
TOU-PA-2-S-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0717-0000
TOU-PA-2-S-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0718-0000
TOU-PA-2-S-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0719-0000
TOU-PA-2-S-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0720-0000
TOU-PA-3-P-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0721-0000
TOU-PA-3-P-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0722-0000
TOU-PA-3-P-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0723-0000
TOU-PA-3-P-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0724-0000
TOU-PA-3-P-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0725-0000
TOU-PA-3-P-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0726-0000
TOU-PA-3-P Over 20kW-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0727-0000
TOU-PA-3-P Over 20kW-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0728-0000
TOU-PA-3-P Over 20kW-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0729-0000
TOU-PA-3-P Over 20kW-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0730-0000
TOU-PA-3-P Over 20kW-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0731-0000
TOU-PA-3-P Over 20kW-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0732-0000
TOU-PA-3-S-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0733-0000
TOU-PA-3-S-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0734-0000

TOU-PA-3-S-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0735-0000
TOU-PA-3-S-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0736-0000
TOU-PA-3-S-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0737-0000
TOU-PA-3-S-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0738-0000
TOU-PA-3-S Over 20kW-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0739-0000
TOU-PA-3-S Over 20kW-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0740-0000
TOU-PA-3-S Over 20kW-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0741-0000
TOU-PA-3-S Over 20kW-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0742-0000
TOU-PA-3-S Over 20kW-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0743-0000
TOU-PA-3-S Over 20kW-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0744-0000
TOU-PA-P-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0745-0000
TOU-PA-P-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0746-0000
TOU-PA-P-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0747-0000
TOU-PA-P-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0748-0000
TOU-PA-P-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0749-0000
TOU-PA-P-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0750-0000
TOU-PA-S-EEC_2023_ALL_ALL- Clean Impact Plus	USCA-XXEA-0751-0000
TOU-PA-S-EEC_2023_ALL_ALL- Green Impact	USCA-XXEA-0752-0000
TOU-PA-S-EEC_2024_ALL_ALL- Clean Impact Plus	USCA-XXEA-0753-0000
TOU-PA-S-EEC_2024_ALL_ALL- Green Impact	USCA-XXEA-0754-0000
TOU-PA-S-EEC_UNLOCKED_ALL_ALL- Clean Impact Plus	USCA-XXEA-0755-0000
TOU-PA-S-EEC_UNLOCKED_ALL_ALL- Green Impact	USCA-XXEA-0756-0000
DR-SES-EEC_2023_ALL_ALL- _XP_ALL_TOT Energy Export Adder	USCA-XXEA-0757-0000
DR-SES-EEC_2024_ALL_ALL- _XP_ALL_TOT Energy Export Adder	USCA-XXEA-0758-0000
DR-SES-EEC_UNLOCKED_ALL_ALL- _XP_ALL_TOT Energy Export Adder	USCA-XXEA-0759-0000
EV-TOU-EEC_2023_ALL_ALL- _XP_ALL_TOT Energy Export Adder	USCA-XXEA-0760-0000
EV-TOU-EEC_2024_ALL_ALL- _XP_ALL_TOT Energy Export Adder	USCA-XXEA-0761-0000
EV-TOU-EEC_UNLOCKED_ALL_ALL- _XP_ALL_TOT Energy Export Adder	USCA-XXEA-0762-0000
EV-TOU-2-EEC_2023_ALL_ALL- _XP_ALL_TOT Energy Export Adder	USCA-XXEA-0763-0000
EV-TOU-2-EEC_2024_ALL_ALL- _XP_ALL_TOT Energy Export Adder	USCA-XXEA-0764-0000
EV-TOU-2-EEC_UNLOCKED_ALL_ALL- _XP_ALL_TOT Energy Export Adder	USCA-XXEA-0765-0000
EV-TOU-5-EEC_2023_ALL_ALL- _XP_ALL_TOT Energy Export Adder	USCA-XXEA-0766-0000

EV-TOU-5-EEC_2024_ALL_ALL-_XP_ALL_TOT Energy Export Adder	USCA-XXEA-0767-0000
EV-TOU-5-EEC_UNLOCKED_ALL_ALL-_XP_ALL_TOT Energy Export Adder	USCA-XXEA-0768-0000
G-DR-SES-EEC_2023_ALL_ALL-_XP_ALL_TOT Energy Export Adder	USCA-XXEA-0769-0000
G-DR-SES-EEC_2024_ALL_ALL-_XP_ALL_TOT Energy Export Adder	USCA-XXEA-0770-0000
G-DR-SES-EEC_UNLOCKED_ALL_ALL-_XP_ALL_TOT Energy Export Adder	USCA-XXEA-0771-0000
G-EV-TOU-EEC_2023_ALL_ALL-_XP_ALL_TOT Energy Export Adder	USCA-XXEA-0772-0000
G-EV-TOU-EEC_2024_ALL_ALL-_XP_ALL_TOT Energy Export Adder	USCA-XXEA-0773-0000
G-EV-TOU-EEC_UNLOCKED_ALL_ALL-_XP_ALL_TOT Energy Export Adder	USCA-XXEA-0774-0000
G-EV-TOU-2-EEC_2023_ALL_ALL-_XP_ALL_TOT Energy Export Adder	USCA-XXEA-0775-0000
G-EV-TOU-2-EEC_2024_ALL_ALL-_XP_ALL_TOT Energy Export Adder	USCA-XXEA-0776-0000
G-EV-TOU-2-EEC_UNLOCKED_ALL_ALL-_XP_ALL_TOT Energy Export Adder	USCA-XXEA-0777-0000
G-TOU-DR-EEC_2023_ALL_ALL-_XP_ALL_TOT Energy Export Adder	USCA-XXEA-0778-0000
G-TOU-DR-EEC_2024_ALL_ALL-_XP_ALL_TOT Energy Export Adder	USCA-XXEA-0779-0000
G-TOU-DR-EEC_UNLOCKED_ALL_ALL-_XP_ALL_TOT Energy Export Adder	USCA-XXEA-0780-0000
TOU-DR-EEC_2023_ALL_ALL-_XP_ALL_TOT Energy Export Adder	USCA-XXEA-0781-0000
TOU-DR-EEC_2024_ALL_ALL-_XP_ALL_TOT Energy Export Adder	USCA-XXEA-0782-0000
TOU-DR-EEC_UNLOCKED_ALL_ALL-_XP_ALL_TOT Energy Export Adder	USCA-XXEA-0783-0000
TOU-DR-1-EEC_2023_ALL_ALL-_XP_ALL_TOT Energy Export Adder	USCA-XXEA-0784-0000
TOU-DR-1-EEC_2024_ALL_ALL-_XP_ALL_TOT Energy Export Adder	USCA-XXEA-0785-0000
TOU-DR-1-EEC_UNLOCKED_ALL_ALL-_XP_ALL_TOT Energy Export Adder	USCA-XXEA-0786-0000
TOU-DR-2-EEC_2023_ALL_ALL-_XP_ALL_TOT Energy Export Adder	USCA-XXEA-0787-0000
TOU-DR-2-EEC_2024_ALL_ALL-_XP_ALL_TOT Energy Export Adder	USCA-XXEA-0788-0000
TOU-DR-2-EEC_UNLOCKED_ALL_ALL-_XP_ALL_TOT Energy Export Adder	USCA-XXEA-0789-0000
DR-SES-EEC_2023_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Clean Impact Plus	USCA-XXEA-0790-0000
DR-SES-EEC_2023_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Green Impact	USCA-XXEA-0791-0000
DR-SES-EEC_2024_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Clean Impact Plus	USCA-XXEA-0792-0000
DR-SES-EEC_2024_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Green Impact	USCA-XXEA-0793-0000

DR-SES-EEC_UNLOCKED_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Clean Impact Plus	USCA-XXEA-0794-0000
DR-SES-EEC_UNLOCKED_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Green Impact	USCA-XXEA-0795-0000
EV-TOU-EEC_2023_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Clean Impact Plus	USCA-XXEA-0796-0000
EV-TOU-EEC_2023_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Green Impact	USCA-XXEA-0797-0000
EV-TOU-EEC_2024_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Clean Impact Plus	USCA-XXEA-0798-0000
EV-TOU-EEC_2024_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Green Impact	USCA-XXEA-0799-0000
EV-TOU-EEC_UNLOCKED_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Clean Impact Plus	USCA-XXEA-0800-0000
EV-TOU-EEC_UNLOCKED_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Green Impact	USCA-XXEA-0801-0000
EV-TOU-2-EEC_2023_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Clean Impact Plus	USCA-XXEA-0802-0000
EV-TOU-2-EEC_2023_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Green Impact	USCA-XXEA-0803-0000
EV-TOU-2-EEC_2024_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Clean Impact Plus	USCA-XXEA-0804-0000
EV-TOU-2-EEC_2024_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Green Impact	USCA-XXEA-0805-0000
EV-TOU-2-EEC_UNLOCKED_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Clean Impact Plus	USCA-XXEA-0806-0000
EV-TOU-2-EEC_UNLOCKED_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Green Impact	USCA-XXEA-0807-0000
EV-TOU-5-EEC_2023_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Clean Impact Plus	USCA-XXEA-0808-0000
EV-TOU-5-EEC_2023_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Green Impact	USCA-XXEA-0809-0000
EV-TOU-5-EEC_2024_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Clean Impact Plus	USCA-XXEA-0810-0000
EV-TOU-5-EEC_2024_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Green Impact	USCA-XXEA-0811-0000
EV-TOU-5-EEC_UNLOCKED_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Clean Impact Plus	USCA-XXEA-0812-0000
EV-TOU-5-EEC_UNLOCKED_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Green Impact	USCA-XXEA-0813-0000
G-DR-SES-EEC_2023_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Clean Impact Plus	USCA-XXEA-0814-0000
G-DR-SES-EEC_2023_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Green Impact	USCA-XXEA-0815-0000
G-DR-SES-EEC_2024_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Clean Impact Plus	USCA-XXEA-0816-0000
G-DR-SES-EEC_2024_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Green Impact	USCA-XXEA-0817-0000
G-DR-SES-EEC_UNLOCKED_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Clean Impact Plus	USCA-XXEA-0818-0000
G-DR-SES-EEC_UNLOCKED_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Green Impact	USCA-XXEA-0819-0000
G-EV-TOU-EEC_2023_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Clean Impact Plus	USCA-XXEA-0820-0000



G-EV-TOU-EEC_2023_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Green Impact	USCA-XXEA-0821-0000
G-EV-TOU-EEC_2024_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Clean Impact Plus	USCA-XXEA-0822-0000
G-EV-TOU-EEC_2024_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Green Impact	USCA-XXEA-0823-0000
G-EV-TOU-EEC_UNLOCKED_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Clean Impact Plus	USCA-XXEA-0824-0000
G-EV-TOU-EEC_UNLOCKED_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Green Impact	USCA-XXEA-0825-0000
G-EV-TOU-2-EEC_2023_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Clean Impact Plus	USCA-XXEA-0826-0000
G-EV-TOU-2-EEC_2023_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Green Impact	USCA-XXEA-0827-0000
G-EV-TOU-2-EEC_2024_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Clean Impact Plus	USCA-XXEA-0828-0000
G-EV-TOU-2-EEC_2024_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Green Impact	USCA-XXEA-0829-0000
G-EV-TOU-2-EEC_UNLOCKED_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Clean Impact Plus	USCA-XXEA-0830-0000
G-EV-TOU-2-EEC_UNLOCKED_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Green Impact	USCA-XXEA-0831-0000
G-TOU-DR-EEC_2023_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Clean Impact Plus	USCA-XXEA-0832-0000
G-TOU-DR-EEC_2023_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Green Impact	USCA-XXEA-0833-0000
G-TOU-DR-EEC_2024_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Clean Impact Plus	USCA-XXEA-0834-0000
G-TOU-DR-EEC_2024_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Green Impact	USCA-XXEA-0835-0000
G-TOU-DR-EEC_UNLOCKED_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Clean Impact Plus	USCA-XXEA-0836-0000
G-TOU-DR-EEC_UNLOCKED_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Green Impact	USCA-XXEA-0837-0000
TOU-DR-EEC_2023_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Clean Impact Plus	USCA-XXEA-0838-0000
TOU-DR-EEC_2023_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Green Impact	USCA-XXEA-0839-0000
TOU-DR-EEC_2024_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Clean Impact Plus	USCA-XXEA-0840-0000
TOU-DR-EEC_2024_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Green Impact	USCA-XXEA-0841-0000
TOU-DR-EEC_UNLOCKED_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Clean Impact Plus	USCA-XXEA-0842-0000
TOU-DR-EEC_UNLOCKED_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Green Impact	USCA-XXEA-0843-0000
TOU-DR-1-EEC_2023_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Clean Impact Plus	USCA-XXEA-0844-0000
TOU-DR-1-EEC_2023_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Green Impact	USCA-XXEA-0845-0000
TOU-DR-1-EEC_2024_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Clean Impact Plus	USCA-XXEA-0846-0000
TOU-DR-1-EEC_2024_ALL_ALL-_XP_ALL_TOT Energy Export Adder- Green Impact	USCA-XXEA-0847-0000

TOU-DR-1-EEC_UNLOCKED_ALL_ALL-XP_ALL_TOT Energy Export Adder- Clean Impact Plus	USCA-XXEA-0848-0000
TOU-DR-1-EEC_UNLOCKED_ALL_ALL-XP_ALL_TOT Energy Export Adder- Green Impact	USCA-XXEA-0849-0000
TOU-DR-2-EEC_2023_ALL_ALL-XP_ALL_TOT Energy Export Adder- Clean Impact Plus	USCA-XXEA-0850-0000
TOU-DR-2-EEC_2023_ALL_ALL-XP_ALL_TOT Energy Export Adder- Green Impact	USCA-XXEA-0851-0000
TOU-DR-2-EEC_2024_ALL_ALL-XP_ALL_TOT Energy Export Adder- Clean Impact Plus	USCA-XXEA-0852-0000
TOU-DR-2-EEC_2024_ALL_ALL-XP_ALL_TOT Energy Export Adder- Green Impact	USCA-XXEA-0853-0000
TOU-DR-2-EEC_UNLOCKED_ALL_ALL-XP_ALL_TOT Energy Export Adder- Clean Impact Plus	USCA-XXEA-0854-0000
TOU-DR-2-EEC_UNLOCKED_ALL_ALL-XP_ALL_TOT Energy Export Adder- Green Impact	USCA-XXEA-0855-0000
TOU-PA-S-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-0FYI-0000
G-A6-TOU-T-EEC_2025_ALL_ALL	USCA-XXEA-0HUH-0000
DG-R-P-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-0IUK-0000
G-AL-TOU-T-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-0MGL-0000
TOU-PA-3-S Over 20kW-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-0OK5-0000
TOU-PA-P-EEC_2025_ALL_ALL	USCA-XXEA-1MAU-0000
TOU-M-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-1YEL-0000
G-TOU-PA-P-EEC_2025_ALL_ALL	USCA-XXEA-20RG-0000
TOU-A-P-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-269Q-0000
TOU-DR-2-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-2CIT-0000
G-TOU-PA-S Over 20kW-EEC_2025_ALL_ALL	USCA-XXEA-2CN0-0000
LS-2-AD-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-2JQ9-0000
G-A6-TOU-T-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-2ON1-0000
PA-T-1-T-EEC_2025_ALL_ALL	USCA-XXEA-3N7I-0000
A6-TOU-T-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-45SM-0000
EV-TOU-2-EEC_2025_ALL_ALL-XP_ALL_TOT Energy Export Adder- Green Impact	USCA-XXEA-4BPO-0000
AL-TOU-2-P-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-4GQK-0000
TOU-DR-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-4NJM-0000
AL-TOU-T-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-4QYW-0000
TOU-PA-P-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-4XQB-0000
G-A6-TOU-T-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-50G1-0000
AL-TOU-S-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-554V-0000
G-AL-TOU-S-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-59YM-0000
TOU-M-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-5HCD-0000
TOU-DR-1-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-65ZO-0000
G-A6-TOU-P-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-67T0-0000
G-PA-T-1-P-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-6NES-0000
AL-TOU-2-P-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-6P2M-0000
G-DG-R-P-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-6TAS-0000



TOU-A-S-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-6ZEO-0000
G-TOU-A-S-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-72J0-0000
G-A6-TOU-P-EEC_2025_ALL_ALL	USCA-XXEA-7330-0000
G-TOU-A-S-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-75FY-0000
G-TOU-PA-P Over 20kW-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-793A-0000
G-AL-TOU-T-EEC_2025_ALL_ALL	USCA-XXEA-7CYD-0000
EV-TOU-5-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-7ESF-0000
TOU-DR-EEC_2025_ALL_ALL-XP_ALL_TOT Energy Export Adder	USCA-XXEA-7FB6-0000
TOU-PA-2-P-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-7H2H-0000
AL-TOU-2-S-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-7STG-0000
TOU-A-2-P-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-805C-0000
G-DG-R-S-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-8DOA-0000
G-PA-T-1-T-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-8FSG-0000
EV-TOU-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-8IPM-0000
OL-TOU-EEC_2025_ALL_ALL	USCA-XXEA-8Q39-0000
TOU-A-3-S-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-8TO1-0000
G-TOU-PA-S Over 20kW-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-8WY8-0000
TOU-PA-3-P Over 20kW-EEC_2025_ALL_ALL	USCA-XXEA-8X1F-0000
G-OL-TOU-EEC_2025_ALL_ALL	USCA-XXEA-8YE2-0000
G-TOU-PA-S-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-9505-0000
TOU-A-P-EEC_2025_ALL_ALL	USCA-XXEA-9632-0000
OL-TOU-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-9C8F-0000
LS-2-AD-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-9DJJ-0000
TOU-DR-1-EEC_2025_ALL_ALL	USCA-XXEA-9G6I-0000
G-PA-T-1-S-EEC_2025_ALL_ALL	USCA-XXEA-9K9U-0000
TOU-PA-S-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-9MR9-0000
G-TOU-M-EEC_2025_ALL_ALL	USCA-XXEA-9NM6-0000
TOU-PA-3-S-EEC_2025_ALL_ALL	USCA-XXEA-A93O-0000
TOU-A-3-S-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-AI0V-0000
TOU-A-2-S-EEC_2025_ALL_ALL	USCA-XXEA-AS8V-0000
EV-TOU-5-EEC_2025_ALL_ALL-XP_ALL_TOT Energy Export Adder- Green Impact	USCA-XXEA-AVJU-0000
EV-TOU-2-EEC_2025_ALL_ALL	USCA-XXEA-BGAD-0000
A6-TOU-P-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-BHX8-0000
G-PA-T-1-P-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-BKKL-0000
AL-TOU-2-P-EEC_2025_ALL_ALL	USCA-XXEA-BS4K-0000
A6-TOU-P-EEC_2025_ALL_ALL	USCA-XXEA-C58E-0000
DG-R-P-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-C9RG-0000
EV-HP-S-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-CESR-0000
DR-SES-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-CRKT-0000
DR-SES-EEC_2025_ALL_ALL	USCA-XXEA-D1GH-0000
G-DG-R-P-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-DCXU-0000

G-TOU-PA-S Over 20kW-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-DW23-0000
TOU-A-2-S-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-ED7I-0000
DG-R-P-EEC_2025_ALL_ALL	USCA-XXEA-EGEI-0000
EV-TOU-5-EEC_2025_ALL_ALL- _XP_ALL_TOT Energy Export Adder- Clean Impact Plus	USCA-XXEA-EYCU-0000
G-TOU-A-S-EEC_2025_ALL_ALL	USCA-XXEA-FEFT-0000
G-TOU-PA-P-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-FK0Y-0000
G-OL-TOU-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-FLLM-0000
EV-TOU-2-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-FNTK-0000
DR-SES-EEC_2025_ALL_ALL- _XP_ALL_TOT Energy Export Adder- Green Impact	USCA-XXEA-GBAS-0000
G-TOU-A-P-EEC_2025_ALL_ALL	USCA-XXEA-GGX6-0000
AL-TOU-2-S-EEC_2025_ALL_ALL	USCA-XXEA-GLAP-0000
DR-SES-EEC_2025_ALL_ALL- _XP_ALL_TOT Energy Export Adder- Clean Impact Plus	USCA-XXEA-GPB0-0000
G-TOU-PA-P-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-GU2W-0000
G-TOU-PA-S-EEC_2025_ALL_ALL	USCA-XXEA-H825-0000
TOU-A-2-P-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-HB93-0000
A6-TOU-P-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-HHCH-0000
G-AL-TOU-S-EEC_2025_ALL_ALL	USCA-XXEA-HLO8-0000
AL-TOU-2-S-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-HQMA-0000
TOU-PA-2-S-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-HTOQ-0000
TOU-A-S-EEC_2025_ALL_ALL	USCA-XXEA-HU83-0000
DG-R-T-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-HUP0-0000
TOU-PA-2-S-EEC_2025_ALL_ALL	USCA-XXEA-I2ZU-0000
TOU-PA-3-S-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-I34A-0000
LS-2-AD-EEC_2025_ALL_ALL	USCA-XXEA-I8BU-0000
TOU-DR-1-EEC_2025_ALL_ALL- _XP_ALL_TOT Energy Export Adder- Clean Impact Plus	USCA-XXEA-ICS4-0000
EV-TOU-EEC_2025_ALL_ALL- _XP_ALL_TOT Energy Export Adder	USCA-XXEA-IGDZ-0000
G-DG-R-T-EEC_2025_ALL_ALL	USCA-XXEA-IM6J-0000
TOU-A-2-P-EEC_2025_ALL_ALL	USCA-XXEA-IMED-0000
TOU-PA-2-P-EEC_2025_ALL_ALL	USCA-XXEA-IYRE-0000
TOU-A-2-S-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-J3E9-0000
G-TOU-M-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-J8FH-0000
TOU-PA-3-S Over 20kW-EEC_2025_ALL_ALL	USCA-XXEA-JC6B-0000
TOU-PA-3-P-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-JGY3-0000
EV-TOU-EEC_2025_ALL_ALL	USCA-XXEA-K2PL-0000
TOU-M-EEC_2025_ALL_ALL	USCA-XXEA-K3GE-0000
PA-T-1-T-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-K5CP-0000
TOU-DR-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-K8DM-0000
TOU-A-S-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-KASG-0000
G-DG-R-S-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-KCG7-0000

EV-TOU-5-EEC_2025_ALL_ALL-XP_ALL_TOT Energy Export Adder	USCA-XXEA-KW06-0000
G-AL-TOU-P-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-KZFT-0000
A6-TOU-T-EEC_2025_ALL_ALL	USCA-XXEA-KZM1-0000
EV-HP-P-EEC_2025_ALL_ALL	USCA-XXEA-L7CJ-0000
EV-TOU-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-LABI-0000
EV-TOU-2-EEC_2025_ALL_ALL-XP_ALL_TOT Energy Export Adder- Clean Impact Plus	USCA-XXEA-LQ5D-0000
G-AL-TOU-T-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-LX9Y-0000
PA-T-1-P-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-MAGN-0000
AL-TOU-T-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-MI2Y-0000
TOU-DR-2-EEC_2025_ALL_ALL-XP_ALL_TOT Energy Export Adder- Green Impact	USCA-XXEA-MMWI-0000
TOU-PA-3-S Over 20kW-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-MO4A-0000
AL-TOU-T-EEC_2025_ALL_ALL	USCA-XXEA-MUF5-0000
TOU-PA-3-S-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-MVQW-0000
PA-T-1-P-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-MVWZ-0000
G-DG-R-S-EEC_2025_ALL_ALL	USCA-XXEA-MW7U-0000
DR-SES-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-MXGO-0000
G-DG-R-T-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-N0OX-0000
DG-R-S-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-N84D-0000
G-TOU-A-P-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-NQG3-0000
G-PA-T-1-S-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-NWA2-0000
DG-R-T-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-NWR9-0000
AL-TOU-2-T-EEC_2025_ALL_ALL	USCA-XXEA-NXNP-0000
G-OL-TOU-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-O00G-0000
PA-T-1-P-EEC_2025_ALL_ALL	USCA-XXEA-OIXT-0000
TOU-PA-2-P-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-OJK2-0000
AL-TOU-P-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-ON0V-0000
EV-HP-P-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-PCBW-0000
TOU-A-3-P-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-PI4E-0000
G-PA-T-1-S-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-PJQ7-0000
A6-TOU-T-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-PKC5-0000
EV-TOU-5-EEC_2025_ALL_ALL	USCA-XXEA-PR3X-0000
TOU-A-3-P-EEC_2025_ALL_ALL	USCA-XXEA-PT90-0000
EV-TOU-EEC_2025_ALL_ALL-XP_ALL_TOT Energy Export Adder- Clean Impact Plus	USCA-XXEA-Q3SF-0000
G-PA-T-1-T-EEC_2025_ALL_ALL	USCA-XXEA-Q4I5-0000
TOU-PA-3-P-EEC_2025_ALL_ALL	USCA-XXEA-QE6L-0000
TOU-DR-EEC_2025_ALL_ALL-XP_ALL_TOT Energy Export Adder- Clean Impact Plus	USCA-XXEA-R337-0000
TOU-DR-1-EEC_2025_ALL_ALL-XP_ALL_TOT Energy Export Adder	USCA-XXEA-R3EI-0000
EV-TOU-5-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-RAJ2-0000
TOU-PA-S-EEC_2025_ALL_ALL	USCA-XXEA-RMDF-0000

G-DG-R-P-EEC_2025_ALL_ALL	USCA-XXEA-RO9S-0000
TOU-DR-2-EEC_2025_ALL_ALL- _XP_ALL_TOT Energy Export Adder- Clean Impact Plus	USCA-XXEA-S8ZW-0000
TOU-DR-2-EEC_2025_ALL_ALL- _XP_ALL_TOT Energy Export Adder	USCA-XXEA-SBOJ-0000
DG-R-T-EEC_2025_ALL_ALL	USCA-XXEA-SE41-0000
EV-TOU-2-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-SHMA-0000
TOU-DR-2-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-SMJR-0000
G-DG-R-T-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-SRQO-0000
PA-T-1-T-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-T2LG-0000
DR-SES-EEC_2025_ALL_ALL- _XP_ALL_TOT Energy Export Adder	USCA-XXEA-T3VL-0000
G-AL-TOU-S-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-T62E-0000
G-AL-TOU-P-EEC_2025_ALL_ALL	USCA-XXEA-TAF9-0000
TOU-A-P-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-TGDT-0000
DG-R-S-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-TR4P-0000
AL-TOU-S-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-TT9Y-0000
EV-HP-P-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-U2I9-0000
PA-T-1-S-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-U9UR-0000
TOU-A-3-P-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-UP7K-0000
G-TOU-PA-P Over 20kW-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-V3QH-0000
G-TOU-A-P-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-V4BY-0000
TOU-DR-1-EEC_2025_ALL_ALL- _XP_ALL_TOT Energy Export Adder- Green Impact	USCA-XXEA-VAOZ-0000
PA-T-1-S-EEC_2025_ALL_ALL	USCA-XXEA-VD33-0000
EV-HP-S-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-VD5Z-0000
EV-TOU-EEC_2025_ALL_ALL- _XP_ALL_TOT Energy Export Adder- Green Impact	USCA-XXEA-VLYQ-0000
EV-TOU-2-EEC_2025_ALL_ALL- _XP_ALL_TOT Energy Export Adder	USCA-XXEA-VRD0-0000
G-A6-TOU-P-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-WGK9-0000
TOU-PA-3-P-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-WGKO-0000
G-TOU-PA-P Over 20kW-EEC_2025_ALL_ALL	USCA-XXEA-WPF1-0000
AL-TOU-2-T-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-WQ3V-0000
DG-R-S-EEC_2025_ALL_ALL	USCA-XXEA-X48O-0000
G-AL-TOU-P-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-X4H5-0000
OL-TOU-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-X57P-0000
TOU-DR-1-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-XD4Q-0000
TOU-A-3-S-EEC_2025_ALL_ALL	USCA-XXEA-XKSK-0000
TOU-DR-EEC_2025_ALL_ALL- _XP_ALL_TOT Energy Export Adder- Green Impact	USCA-XXEA-XQ1P-0000
AL-TOU-P-EEC_2025_ALL_ALL	USCA-XXEA-Y1M0-0000
AL-TOU-2-T-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-Y52K-0000
PA-T-1-S-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-YKFP-0000
TOU-PA-3-P Over 20kW-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-YR99-0000

G-TOU-M-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-YUJ4-0000
TOU-PA-P-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-YV7J-0000
TOU-DR-2-EEC_2025_ALL_ALL	USCA-XXEA-YZ3C-0000
TOU-PA-2-S-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-Z2AJ-0000
TOU-DR-EEC_2025_ALL_ALL	USCA-XXEA-Z4WM-0000
AL-TOU-S-EEC_2025_ALL_ALL	USCA-XXEA-Z88F-0000
EV-HP-S-EEC_2025_ALL_ALL	USCA-XXEA-ZFHM-0000
TOU-PA-3-P Over 20kW-EEC_2025_ALL_ALL- Green Impact	USCA-XXEA-ZMHH-0000
G-TOU-PA-S-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-ZMNW-0000
G-PA-T-1-T-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-ZODD-0000
AL-TOU-P-EEC_2025_ALL_ALL- Clean Impact Plus	USCA-XXEA-ZQDE-0000
G-PA-T-1-P-EEC_2025_ALL_ALL	USCA-XXEA-ZV5J-0000

## Staff Report

**DATE:** March 27, 2025

**TO:** Clean Energy Alliance Board of Directors

**FROM:** Greg Wade, Chief Executive Officer

**ITEM 4:** Review and Update the 2025 Clean Energy Alliance (CEA) Legislative and Regulatory Policy Platform

---

### **RECOMMENDATION:**

Adopt Resolution No. 2025-011 approving the revised 2025 Clean Energy Alliance (CEA) Legislative and Regulatory Policy Platform.

### **BACKGROUND AND DISCUSSION:**

The CEA Legislative and Regulatory Policy Platform (Platform) states that the CEA Board of Directors (Board) shall review and update the Platform as appropriate each January. The Platform serves as a guide to the Board and staff in their advocacy efforts related to policy matters of interest at the state legislature and California Public Utilities Commission (CPUC). It allows both Board Members and staff to pursue actions at the legislative and regulatory levels in a consistent manner and with the understanding that they are pursuing actions in the best interest of CEA and its mission, member agencies and our customers. It provides guidance to the Chief Executive Officer to support or oppose positions that should be taken on legislative and regulatory matters that come before the California Community Choice Association (CalCCA) Board of Directors.

The adopted Platform was developed to be consistent with the CEA Joint Powers Authority (JPA) Agreement. Specifically, the JPA Agreement identifies the following purposes of CEA:

- Procuring/developing electrical energy for customers;
- Addressing climate change by reducing energy-related greenhouse gas emissions;
- Promoting electrical rate price stability and cost savings;
- Fostering consumer choice;
- Local economic development, such as job creation, local energy programs, and local power development.

Four basic principles were developed to ensure CEA's ability to achieve its purposes as stated above. The Platform is centered around these four principles:

1. Protecting CEA's local control for the purpose of preserving the ability to self-procure power resources, to self-determine rates and the energy programs offered to residents, businesses and the communities it serves, through the mechanisms of local governance.

2. Ensuring fair treatment of CEA customers by the California Public Utilities Commission (CPUC) and other state agencies.
3. Supporting recognition that electricity is an essential service and that CEA should have the ability to set electric rates that are affordable and competitive to the utilities.
4. Pursuing environmental initiatives that exceed minimum State mandates, promote the growth in renewable energy capacity at the local level, encourage clean energy adoption by CEA customers, and reduce fossil fuel dependency.

Considering CEA's purpose and the principles as detailed above, the Platform establishes the following positions:

- CEA will support legislation and regulatory actions which enables, protects and enhances the development and expansion of Community Choice Aggregation (CCA) programs, and that supports CCA independence in procurement, program deployment, management and decision making.
- CEA will support legislation and regulatory actions which allows CEA to develop and procure local energy generation resources to meet the needs of its electric customers.
- CEA will support legislation and regulatory actions which promote a neutral, fair and competitive energy market.
- CEA will oppose legislation and regulatory actions that jeopardize CEA's independence to self-procure its power resources, determine its rates and the energy programs it provides to its customers in the present, or could restrict its independence to do so in the future.

CEA's priorities and goals have remained largely consistent, resulting in no major recommended changes to the 2025 Legislative and Regulatory Policy Platform compared to the 2024 Platform. However, for the 2025 legislative and regulatory year, the main focus will be on affordability, equity and accessibility, energy storage and grid resilience, electrification initiatives, demand response programs, and navigating the evolving regulatory landscape while advocating for policies that support CCA growth and flexibility.

**FISCAL IMPACT:**

There is no direct fiscal impact as a result of this action. The Board has previously supported hiring a lobbyist to assist CEA with legislative and regulatory matters. CEA is currently soliciting for these services.

Submitted for Board consideration:



Gregory Wade  
Chief Executive Officer

**ATTACHMENTS:**

- A. Resolution No. 2025-011, approving the revised 2025 Clean Energy Alliance (CEA) Legislative and Regulatory Policy Platform
- B. Revised CEA Legislative and Regulatory Policy Platform

**CLEAN ENERGY ALLIANCE  
RESOLUTION NO. 2025-011**

**A RESOLUTION OF THE CLEAN ENERGY ALLIANCE BOARD OF DIRECTORS  
APPROVING THE REVISED CLEAN ENERGY ALLIANCE LEGISLATIVE AND  
REGULATORY POLICY PLATFORM**

**WHEREAS**, Clean Energy Alliance (“CEA”) is a joint powers authority established on November 4, 2019, and organized under the Joint Exercise of Powers Act (Government Code Sections 6500 *et seq.*); and

**WHEREAS**, on September 17, 2020, the Board of Directors of the CEA (“Board”) adopted the Legislative and Regulatory Policy Platform (Platform); and

**WHEREAS**, pursuant to the Platform, the Board shall review and update, as appropriately, the Platform on an annual basis; and

**WHEREAS**, The Platform serves as a guide to the Board and staff in their advocacy efforts related to policy matters of interest at the state legislature and California Public Utilities Commission (CPUC); and

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Clean Energy Alliance, as follows:

Section 1. The Board hereby approves the revised Legislative and Regulatory Policy Platform to read as indicated on Exhibit 1 (~~strikeouts~~ indicate deletions and underlines indicate additions), which are fully incorporated herein by this reference. The updated Policies shall be kept on file with the Board Clerk of CEA and available to the public for inspection on CEA’s website.

The foregoing Resolution was passed and adopted on this 27th day of March 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

---

Katie Melendez, Board Chair

ATTEST:

---

Kaylin McCauley, Clerk to the Board



## 2025 Legislative and Regulatory Policy Platform

### Introduction

In 2024, the Clean Energy Alliance (CEA) Board of Directors ~~desires-adopted to establish~~ the 2024 Legislative and Regulatory Policy Platform to guide the CEA Board and staff in their advocacy efforts and engagement on policy matters of interest to CEA. The Platform ~~allows-was implemented to allow~~ both Board Members and staff to pursue actions at the legislative and regulatory levels in a consistent manner and with the understanding that they are pursuing actions in the best interest of CEA and its mission, its member agencies and its customers. The Platform enables the organization to move swiftly to respond to legislative and regulatory events. The Platform also provides guidance to the Chief Executive Officer (CEO) on the support or oppose positions that should be taken on legislative and regulatory matters that come before the California Community Choice Association (CalCCA) Board of Directors.

As was adopted in the 2024 Policy Platform, Unless otherwise approved by the Board, all CEA positions on individual bills will be presented to the Board for approval. For urgent legislative or regulatory matters where time is of the essence, the Chief Executive Officer (CEO), with Board Chair concurrence, will take a position, consistent with the Policy Platform and report the action to the full Board at the next Board meeting.

### CEA's 2025 Legislative Priorities

In the 2025 legislative session, CEA will focus its advocacy efforts on affordability, decarbonization, Community Choice Aggregation (CCA) autonomy, infrastructure—particularly battery energy storage facilities—and reducing emissions. However, this list is not exhaustive. CEA stakeholders are strongly encouraged to present any relevant items, including those outside the main focus areas for 2025, to CEA's Regulatory and Legislative Affairs department for research, analysis, and consideration.

### Policy Principles

CEA supports legislation and regulatory actions that enables, protects, and enhances CEA's priorities and ability to serve its customers as determined by the CEA Board of Directors. The Legislative and Regulatory Policy Platform is centered around four basic principles:

1. Protecting CEA's local control for the purpose of preserving the ability to self-procure power resources, to self-determine rates and the energy programs offered to residents, businesses, and the communities it serves, through the mechanisms of local governance.
2. Ensuring fair treatment of CEA customers by the California Public Utilities Commission (CPUC) and other state agencies.
3. Supporting recognition that electricity is an essential service, and that CEA should have the ability to set electric rates that are affordable and competitive to the utilities.
4. Pursuing environmental initiatives that exceed minimum State mandates, promote the growth in renewable energy capacity at the local level, encourage clean energy adoption by CEA customers, and reduce fossil fuel dependency.

## **Policy Priorities**

CEA aims to support its member cities and customers by offering cleaner energy, competitive rates, and local programs. CEA's commitment to advocating for policies that empower Community CCA programs, ensure fair competition, and maintain independence is outlined below:

### 1. Customer Program Development

- CEA will support legislation and regulatory actions which enables, protects, and enhances the development and expansion of CCA programs, and that supports CCA independence in procurement, program deployment, management and decision making to deliver the highest level of service to CEA customers.

### 2. Local Initiatives

- CEA will support legislation and regulatory actions which allow CEA to develop and procure local energy generation resources to meet the needs of its electric customers.

### 3. Fair Market Competition

- CEA will support legislation and regulatory actions which promote a neutral, fair, and competitive energy market.

### 4. Maintain CEA Autonomy

- CEA will oppose legislation and regulatory actions that jeopardize CEA's independence to self- procure power resources, determine rates and the energy programs it provides to customers in the present, or could restrict its independence to do so in the future.

## **Policy Principles**

~~CEA supports legislation and regulatory actions that enables, protects and enhances CEA's priorities and ability to serve its customers as determined by the CEA Board of Directors.~~

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

- ~~1. Protecting CEA's local control for the purpose of preserving the ability to self-procure power resources, to self-determine rates and the energy programs offered to residents, businesses and the communities it serves, through the mechanisms of local governance.~~
- ~~2. Ensuring fair treatment of CEA customers by the California Public Utilities Commission (CPUC) and other state agencies.~~
- ~~3. Supporting recognition that electricity is an essential service and that CEA should have the ability to set electric rates that are affordable and competitive to the utilities.~~
- ~~4. Pursuing environmental initiatives that exceed minimum State mandates, promote the growth in renewable energy capacity at the local level, encourage clean energy adoption by CEA customers, and reduce fossil fuel dependency.~~

~~CEA will support legislation and regulatory actions which enables, protects and enhances the development and expansion of Community Choice Aggregation (CCA) programs, and that~~

~~supports CCA independence in procurement, program deployment, management and decision-making.~~

~~CEA will support legislation and regulatory actions which allow CEA to develop and procure local energy generation resources to meet the needs of its electric customers.~~

~~CEA will support legislation and regulatory actions which promote a neutral, fair and competitive energy market.~~

~~CEA will oppose legislation and regulatory actions that jeopardize CEA's independence to self-procure power resources, determine rates and the energy programs it provides to customers in the present, or could restrict its independence to do so in the future.~~

The Legislative and Regulatory Policy Platform is to be reviewed by CEA staff and submitted for board approval ~~and updated every January~~ at the beginning of each legislative session year.

## **2025 Legislative and Regulatory Policy Platform**

### **Introduction**

In 2024, the Clean Energy Alliance (CEA) Board of Directors adopted the Legislative and Regulatory Policy Platform to guide the CEA Board and staff in their advocacy efforts and engagement on policy matters of interest to CEA. The Platform was implemented to allow both Board Members and staff to pursue actions at the legislative and regulatory levels in a consistent manner and with the understanding that they are pursuing actions in the best interest of CEA and its mission, its member agencies and its customers. The Platform enables the organization to move swiftly to respond to legislative and regulatory events. The Platform also provides guidance to the Chief Executive Officer (CEO) on the support or oppose positions that should be taken on legislative and regulatory matters that come before the California Community Choice Association (CalCCA) Board of Directors.

As was adopted in the 2024 Policy Platform, unless otherwise approved by the Board, all CEA positions on individual bills will be presented to the Board for approval. For urgent legislative or regulatory matters where time is of the essence, the CEO, with Board Chair concurrence, will take a position, consistent with the Policy Platform and report the action to the full Board at the next Board meeting.

### **CEA's 2025 Legislative Priorities**

In the 2025 legislative session, CEA will focus its advocacy efforts on affordability, decarbonization, Community Choice Aggregation (CCA) autonomy, infrastructure—particularly battery energy storage facilities—and reducing emissions. However, this list is not exhaustive. CEA stakeholders are strongly encouraged to present any relevant items, including those outside the main focus areas for 2025, to CEA's Regulatory and Legislative Affairs department for research, analysis, and consideration.

### **Policy Principles**

CEA supports legislation and regulatory actions that enables, protects, and enhances CEA's priorities and ability to serve its customers as determined by the CEA Board of Directors. The Legislative and Regulatory Policy Platform is centered around four basic principles:

1. Protecting CEA's local control for the purpose of preserving the ability to self-procure power resources, to self-determine rates and the energy programs offered to residents, businesses, and the communities it serves, through the mechanisms of local governance.
2. Ensuring fair treatment of CEA customers by the California Public Utilities Commission (CPUC) and other state agencies.
3. Supporting recognition that electricity is an essential service, and that CEA should have the ability to set electric rates that are affordable and competitive to the utilities.
4. Pursuing environmental initiatives that exceed minimum State mandates, promote the growth in renewable energy capacity at the local level, encourage clean energy adoption by CEA customers, and reduce fossil fuel dependency.

## **Policy Priorities**

CEA aims to support its member cities and customers by offering cleaner energy, competitive rates, and local programs. CEA's commitment to advocating for policies that empower Community CCA programs, ensure fair competition, and maintain independence is outlined below:

### **1. Customer Program Development**

- CEA will support legislation and regulatory actions which enables, protects, and enhances the development and expansion of CCA programs, and that supports CCA independence in procurement, program deployment, management and decision making to deliver the highest level of service to CEA customers.

### **2. Local Initiatives**

- CEA will support legislation and regulatory actions which allow CEA to develop and procure local energy generation resources to meet the needs of its electric customers.

### **3. Fair Market Competition**

- CEA will support legislation and regulatory actions which promote a neutral, fair, and competitive energy market.

### **4. Maintain CEA Autonomy**

- CEA will oppose legislation and regulatory actions that jeopardize CEA's independence to self- procure power resources, determine rates and the energy programs it provides to customers in the present, or could restrict its independence to do so in the future.

The Legislative and Regulatory Policy Platform is to be reviewed by CEA staff and submitted for board approval at the beginning of each legislative session year.

## Staff Report

**DATE:** March 27, 2025

**TO:** Clean Energy Alliance Board of Directors

**FROM:** Gregory Wade, Chief Executive Officer

**ITEM 5:** Amendment No. 5 to the Agreement with Hall Energy Law for Transactions Attorney Services

---

**RECOMMENDATION:**

Adopt Resolution No. 2025-012 approving Amendment No. 5 to the Agreement with Hall Energy Law for Transactions Attorney Services, for an amount not to exceed \$125,000 per fiscal year beginning FY 2024/25 and authorizing the Chief Executive Officer to sign such amendment.

**BACKGROUND AND DISCUSSION:**

The Clean Energy Alliance (CEA) Board approved the original Agreement with Hall Energy Law at its regular meeting on April 16, 2020. Hall Energy Law has been meeting expectations as it provides energy transactions attorney services, and CEA's needs for such services have increased as CEA's electricity load served has grown with the organization's expansions to San Marcos, Escondido, Oceanside, and Vista in 2023 and 2024. Staff recommend amending the current agreement to increase the annual not to exceed amount from \$65,000 per year to \$125,000 per year.

**FISCAL IMPACT:**

Funds for energy transactions services are included in the adopted budget.

Submitted for Board consideration:



---

Gregory Wade  
Chief Executive Office

**ATTACHMENTS:**

- A. Resolution No. 2025-012, approving Amendment No. 5 to Agreement with Hall Energy Law for Transactions Attorney Services
- B. Amendment No. 5 to Agreement with Hall Energy Law for Transactions Attorney Services

**CLEAN ENERGY ALLIANCE  
RESOLUTION NO. 2025-012**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF CLEAN ENERGY  
ALLIANCE APPROVING AMENDMENT NO. 5 TO HALL ENERGY LAW  
AGREEMENT**

**WHEREAS**, Clean Energy Alliance (CEA) is a Joint Powers Authority, formed in November 2019, whose members cities include Carlsbad, Del Mar, Escondido, Oceanside, San Marcos, Solana Beach and Vista; and

**WHEREAS**, as a load serving entity with a load that has grown from its conception in 2019 to its current service area in 2025, CEA requires the services of an energy transactions attorney; and

**WHEREAS**, the CEA Board of Directors approved an initial agreement with Hall Energy Law at its regular meeting April 16, 2020; and

**WHEREAS**, as CEA's load has grown, CEA's need for energy transactions attorney services has also grown and the Board desires to increase the annual amount not to exceed from \$65,000 per year to \$125,000 per year, beginning Fiscal Year 2024/25 for energy transactions attorney services being provided by Hall Energy Law.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the Clean Energy Alliance, as follows:

Section 1. The Board of Directors of Clean Energy Alliance hereby approves Amendment No. 5 to the professional legal services agreement with Hall Energy Law to increase the annual amount not to exceed to \$125,000 per year, beginning Fiscal Year 2024/25.

Section 2. The Board of Directors of Clean Energy Alliance hereby authorizes and directs the CEO to execute such Amendment No. 5 in a form substantially similar to that presented to the Board on March 27, 2025.

Section 3. This Resolution shall take effect immediately upon approval.

The foregoing Resolution was passed and adopted this 27th day of March, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

---

Katie Melendez, Board Chair

ATTEST:

---

Kaylin McCauley, Clerk to the Board





Amendment No. 5 to  
Agreement Between the Clean Energy Alliance and  
Hall Energy Law for Legal Services in Connection with Energy Procurement  
Dated April 24, 2020

The Agreement between Clean Energy Alliance (CEA) and Hall Energy Law dated April 24, 2020 is amended as follows:

**Section 2. Fees and Hourly Rates** is amended to reflect a total not to exceed amount of \$125,000 per year beginning in fiscal year 2024-2025.

All other provisions of the original Agreement dated April 24, 2020 shall remain in full force and effect.

CLEAN ENERGY ALLIANCE

HALL ENERGY LAW

\_\_\_\_\_  
Gregory Wade  
Chief Executive Officer

\_\_\_\_\_  
Stephen Hall  
Principal

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM

\_\_\_\_\_  
Johanna Canlas  
General Counsel

\_\_\_\_\_

## Staff Report

**DATE:** March 27, 2025

**TO:** Clean Energy Alliance Board of Directors

**FROM:** Greg Wade, Chief Executive Officer

**ITEM 6:** Clean Energy Alliance Chief Executive Officer Operational and Administrative Report

---

### **RECOMMENDATION:**

Receive and File the Chief Executive Officer Operational and Administrative Report.

### **BACKGROUND AND DISCUSSION:**

This report provides an update to the Clean Energy Alliance (CEA) Board regarding operational and administrative activity.

### **OPERATIONAL UPDATE**

#### *Oceanside & Vista Enrollment Complete*

CEA has concluded the enrollment of remaining Net Energy Metering (NEM) customers in Oceanside and Vista. Over the past 12-months CEA enrolled approximately 1,800 NEM customers each month as each of these customers approached their annual true-ups. Pre-enrollment notices have been mailed to the last batch of NEM customers.

Following each monthly enrollment, CEA continues to receive calls, opt-outs, and opt-up requests from Oceanside and Vista residents and businesses.

The statistics as of February 28, 2025, are as follows:

City	Eligible Customers	Opt-Downs to 50% Renewable	Opt-Ups to 100% Renewable	Opt-Outs	Participation Rate
Oceanside	73,950	219	98	4,822	94.0%
Vista	39,499	94	317	1,990	95.0%
<b>TOTAL</b>	<b>113,449</b>	<b>313</b>	<b>415</b>	<b>6812</b>	<b>93.5%</b>

#### *Commercial BTM Solar and Battery Program RFP*

CEA Staff issued a Request for Proposals (RFP) on March 17, 2025, seeking proposals for qualified partners to implement a Commercial Solar Generation and Battery Storage program within its service territory. Submissions are due to CEA April 14, 2025, at 5:00 PM PST.

The selected implementer will help develop an innovative, cost-effective program with no upfront costs for CEA or customers, leveraging behind-the-meter solar, battery storage and strategic load management. Alternative financial structures are also encouraged.

This RFP is part of CEA's efforts to enhance local resiliency, reliability, and clean energy generation while supporting peak load management and decarbonization strategies.

#### *Green Impact Champions Program*

CEA continues to spotlight local businesses that have opted for 100% renewable energy through the Green Impact Champion recognition program. The Green Impact Champions program launched in March 2024. Welcome letters are sent to residential and commercial customers with window clings. Commercial customers have the option to participate in the co-marketing portion of the recognition program by being promoted on the CEA website with their logo, website link, and highlighted on social media. To participate, the customer must complete a simple waiver allowing CEA to disclose their enrollment status publicly, company logo, and a short blurb about the company.

The program now has seven active participants, representing over 319 accounts, including the City of Del Mar, City of Solana Beach, City of Vista, Dr. Bronner's, FASHIONPHILE, Hera Hub and Microscope World.

#### *CEA in the Community*

To provide opportunities for the communities we serve to meet with CEA staff and have their questions answered, staff continue to attend several in-person community events and give presentations.

CEA has been busy with many of these scheduled outreach efforts. Recent events and presentations that CEA participated in:

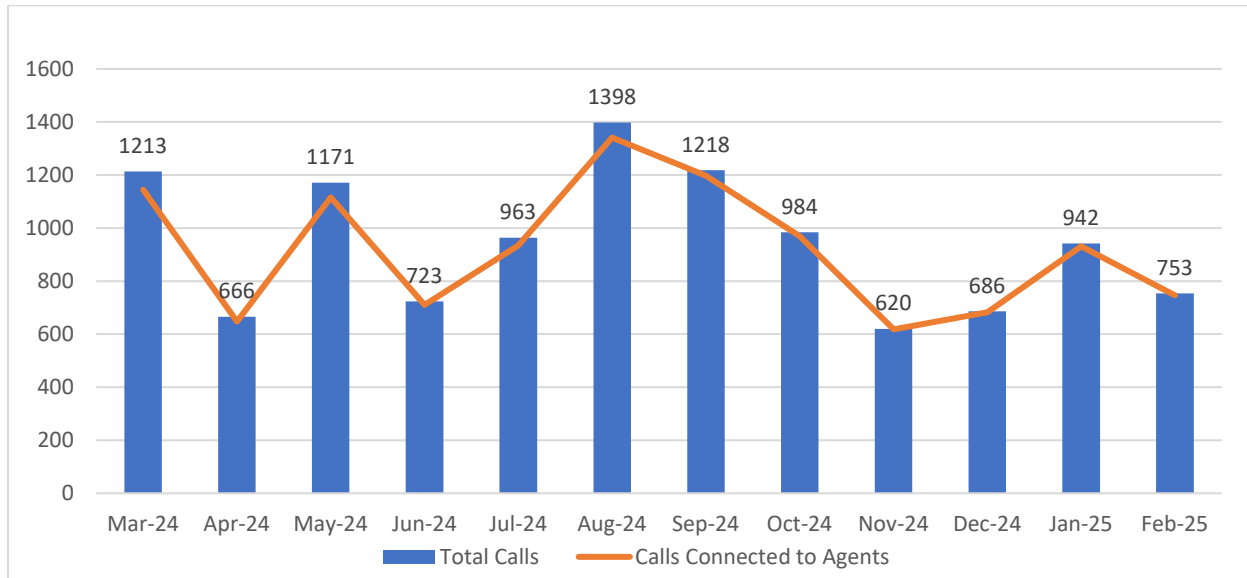
DATE	DESCRIPTION
February 24, 2025	The LEARN Program - Home Electrification Fair
February 24, 2025	City of Oceanside Senior Listening Session
March 5, 2025	NCAAWA 30th Anniversary Women's Conference

Upcoming events in which CEA will be participating include:

DATE	DESCRIPTION
March 27, 2025	Oceanside Chamber of Commerce: Meet the City
March 29, 2025	North County Climate Change Alliance
April 5, 2025	San Marcos Spring Festival
April 25, 2025	Carlsbad City Council: Legislative Committee Meeting
April 16, 2025	Carlsbad Chamber of Commerce: Green Business Expo
April 19, 2025	Alta Vista Botanical Gardens/City of Vista Earth Day
April 22, 2025	Sony Electronics Earth Day Fair
April 22, 2025	Del Mar Spring Climate Symposium
April 23, 2025	Vista Environmental Commission Presentation
April 24, 2025	GRAZE at the Fields
April 28, 2025	Del Mar Sustainability Advisory Committee Presentation

### Call Center Activity and Participation Statistics

The following chart reflects customer activity through February 28, 2025.



Call volumes to CEA's Call Center decreased 21% from January 2025 to February 2025. The most common call topics for all customers (commercial and residential) were related to Billing inquiries, Net Energy Metering, and General Information.

The total number of calls received, response times and call duration through February 28, 2025, were as follows:

Monthly Summary – February 28, 2025					
Stats by Month	Feb	Jan	Dec	Nov	Total
Total Calls	753	942	686	620	27,934
Total Calls Connected to Agents	746	931	683	618	27,337
Average Seconds to Answer	0:00:21	0:00:10	0:00:07	0:00:06	
Average Call Duration	0:09:59	0:10:49	0:10:17	0:10:22	

The following chart reflects enrollments in CEA's power supply products by City as of March 18, 2025:

Member City	Clean Impact – 50% Renewable	Clean Impact Plus - 75% Carbon Free	Green Impact – 100% Renewable
Carlsbad	156	49,490	227
Del Mar	4	2,772	72
Escondido	145	53,204	62
Oceanside	193	68,137	90
San Marcos	114	34,535	62
Solana Beach	15	6,911	157

Vista	84	36,723	312
<b>TOTAL ACCOUNTS</b>	<b>711</b>	<b>251,772</b>	<b>982</b>

#### *Risk Oversight Committee*

The Risk Oversight Committee (ROC) held its first meeting of the calendar year on Thursday, March 13, 2025. In addition to reviewing energy market prices, CEA load forecast, procurement activity, portfolio positions and future procurement activities, the Committee also discussed the rate design for CEA's three energy products – Clean Impact, Clean Impact Plus and Green Impact. Specifically, the Committee discussed adjusting the rate premiums to meet energy procurement costs and designing the rate schedule to set the Clean Impact Plus rate as the base rate moving forward. The ROC recommended bringing this rate design discussion forward to the Board for discussion and consideration. Staff expects this to occur at the Board meeting in April.

#### *CEA Employee Recruitment*

As authorized by the Board at the meeting on January 30, 2025, CEA engaged with Cindy Krebs Consulting to prepare and initiate recruitment of four (4) newly created positions. These include a Key Accounts Specialist or Analyst, a Programs Specialist or Analyst, an Energy Analytics & Risk Analyst or Manager and an Energy Contracts & Compliance Analyst or Manager. Shortly after preparing these recruitment profiles, we were advised that our Clerk to the Board/Executive Assistant would be leaving. As such, we included this position to our recruitment effort on an expedited basis in the hopes we have some minimal crossover for training purposes. So far, all five positions advertised have generated good response.

#### *Contracts \$50,000 - \$100,000 entered into by Chief Executive Officer*

VENDOR	DESCRIPTION	AMOUNT
Cindy Krebs Consulting (CKC)	Recruitment Services for five (5) positions	\$96,500

#### **FISCAL IMPACT:**

There is no fiscal impact with this action.

Submitted for Board consideration:



Gregory Wade  
Chief Executive Officer

#### **ATTACHMENTS:**

None.

## Staff Report

**DATE:** March 27, 2025

**TO:** Clean Energy Alliance Board of Directors

**FROM:** Gregory Wade, Chief Executive Officer

**ITEM 7:** Receive Regulatory Update from Keyes & Fox

---

**RECOMMENDATION:**

Receive the Regulatory Update from Keyes & Fox.

**BACKGROUND AND DISCUSSION:**

Clean Energy Alliance contracts with Keyes and Fox for Regulatory Advocacy related activities. Each month Keyes and Fox provides an update to the CEA Board on key items of interest.

**FISCAL IMPACT:**

There is no fiscal impact from this action.

Submitted for Board consideration:



Gregory Wade  
Chief Executive Officer

**ATTACHMENTS:**

- A. Keyes & Fox Regulatory Report

## Clean Energy Alliance

### Regulatory Monitoring Report

To: Clean Energy Alliance (CEA) Board of Directors

From: Tim Lindl, Partner, Keyes & Fox LLP  
Jacob Schlesinger, Partner, Keyes & Fox LLP  
Jason Hoyle, Principal Analyst, EQ Research, LLC

Subject: Monthly Regulatory Memo

Date: March 17, 2025

Keyes & Fox LLP and EQ Research LLC are pleased to provide CEA's Board of Directors with this informational memo describing recent developments in key California regulatory and compliance-related updates from the California Public Utilities Commission (CPUC). Additional information is available in CEA's [Digest of Regulatory Updates](#).

### PCIA/ERRA OIR ([R.25-02-005](#))

- On February 26, the CPUC issued an [Order Instituting Rulemaking](#) (OIR) establishing this proceeding to Update and Reform Energy Resource Recovery Account (ERRA) and Power Charge Indifference Adjustment (PCIA) Policies and Processes. **All CCAs are made respondents to this proceeding and must submit comments on the preliminary scoping memo and the [Staff Report](#) on the 2024-2025 RA MPB.** Opening comments are due **March 18** and reply comments are due **April 2**.
- The proceeding includes an expedited Track 1 to revise the resource adequacy (RA) market-price benchmark (MPB) calculation methodology with a proposed decision in May 2025 and for the revised methodology to be used in the October 2025 MPBs. Track 2 will delve deeper into related issues including RA-related ERRA guidance, bundled procurement plans, PCIA and ERRA mechanisms to reduce rate volatility, and additional guidance on vintaging resources.
- For the October 2025 MPBs, Track 1 will consider changes in how the MPBs are calculated, such as whether to include all RA transactions (i.e., adding long-term contracts) for a given delivery year, excluding both transactions between affiliated companies and swap/sleeve transactions, the use of monthly values for the MPBs, and consolidating the values for flexible, local, and system RA into a single RA value amount.

### Resolution ESRB-13

- [Rev.1 Draft Comment Resolution ESRB-13](#) (approved at the March 13 Commission meeting) – Adopts General Order (GO) 167-C, Enforcement of Maintenance and Operation Standards for Electric Generating Facilities and Energy Storage Systems (ESS). This Resolution revises GO 167 to implement standards maintenance and operation standards for energy storage systems, require coordination with local authorities in developing their emergency plans and ensure those plans include energy storage systems, and updates and modifications to procedures and relevant industry standards.
- Prior to this Resolution, there was no provision in GO 167 that requires ESS owners to report safety incidents such as injuries, fatalities, thermal runaways, fires, or other system failures to the CPUC. Changes made by this Resolution apply safety standards to ESS, and also include creating a program for electric generating facility audits, inspections, and incident investigations; improved incident reporting and periodic compliance filings; and ensuring owners of generating assets and energy storage facilities develop emergency plans in coordination with local authorities.

### SDG&E 2023 Phase I GRC ([A.22-05-015 cons.](#)) & 2025 Wildfire Mitigation Plan Update

- On March 12, the Assigned Commissioner issued a [Scoping Memo and Ruling](#) to address the process for reviewing 2023 actual costs recorded in SDG&E's Wildfire Mitigation Plan (WMP) memorandum accounts and

balancing accounts. The Scoping Memo establishes an expedited schedule for the review of December 2015 - December 2020 PSEP costs and the 2023 wildfire mitigation costs. SDG&E testimony is due April 30 and a proposed decision is expected in Q1 2026.

- Topics scoped into Track 3 include the reasonableness of Wildfire Mitigation Plan expenditures for both SDG&E and SoCalGas; whether accrual of interest of additional amounts should be authorized; whether programs align with state objectives for climate, decarbonization, and the Commission's Environmental and Social Justice Action Plan; and whether there are any environmental and social justice concerns or safety concerns.
- Additionally, following the December 2024 issuance of [D.24-12-074](#), SDG&E requested a change order from the Office of Energy Infrastructure Safety (OEIS) for its 2025 WMP Update. As a result of OEIS Base WMP Guidelines that were revised in February 2025, on February 24 the OEIS issued a [letter](#) denying SDG&E's change order request and directing SDG&E to file a petition to amend its WMP to align the WMP with the CPUC's decision ([D.24-12-074](#)) by April 10.

### SDG&E 2026 ERRF Forecast

- On March 10, SDG&E announced, pursuant to [D.22-03-003](#), that it will hold an all-party workshop to consider any input on its annual sales forecast as SDG&E prepares for its upcoming 2026 ERRF Forecast/Electric Sales Forecast Application. The sales forecast workshop will be held remotely via Teams (no meeting link provided) on **Wednesday, March 26 from 11:00am to 12:00pm**. SDG&E's 2026 ERRF Forecast Application is due by May 15.



## Staff Report

**DATE:** March 27, 2025

**TO:** Clean Energy Alliance Board of Directors

**FROM:** Greg Wade, Chief Executive Officer

**ITEM 8:** Approving Development Framework Agreements and a portfolio of 20-Year Power Purchase Agreements (PPAs) and 10-Year Energy Storage Service Agreements (ESSAs) with Luminia CA DevCo 2, LLC and Luminia CA DevCo 3, LLC and Authorizing Execution of the Agreements

---

### **RECOMMENDATION:**

Adopt Resolution No. 2025-013 (Attachment A) approving Development Framework Agreements and a portfolio of 20-Year Power Purchase Agreements (PPAs) and 10-Year Energy Storage Service Agreements (ESSAs) with Luminia CA DevCo 2, LLC and Luminia CA DevCo 3, LLC, for a series of projects totaling 20 megawatts (MW) of photovoltaic solar (under a series of PPAs) and 20 MW of 4-hour battery storage (under a series of ESSAs). Additionally, the CEA Board also authorizes the Chief Executive Officer to execute all applicable documents, subject to Transactions Attorney approval (Attachment B).

### **BACKGROUND AND DISCUSSION:**

Long-term agreements for new-build renewable energy and storage projects are critical to meeting CEA's environmental, financial, and regulatory compliance goals and requirements, and will serve as a core component of CEA's power supply portfolio. CEA has executed various agreements of this nature with projects across California as a part of the organization's goals and obligations from the California Public Utilities Commission (CPUC) for long-term renewable energy and reliable capacity. These long-term agreements provide project developers with reliable revenues against which they can finance upfront capital requirements for new projects, meaning that each long-term agreement that CEA signs with a developing facility will underpin a new, incremental renewable energy and/or capacity project. Furthermore, long-term PPAs lock in power supply costs around which CEA can build its portfolio.

Where viable, CEA endeavors to procure power resources from facilities that are local to San Diego County. Local projects tend to be smaller and are often interconnected to distribution circuits closer to where CEA's load is located. Additionally, for dispatchable capacity such as battery storage, these facilities can have the potential to contribute to CEA's Local Resource Adequacy (RA) procurement obligations.

CEA's procurement process for local distributed projects includes a Request for Qualifications (RFQ) process for developers with interest and experience developing projects of this scale, and an Open Offer Form for developers to submit specific project offers. Luminia submitted and was deemed responsive

under this local developer RFQ and submitted the portfolio of projects presented here for the CEA Board's consideration.

In addition to the power supply and portfolio development benefits outlined above, the project portfolio proposed by Luminia offers the following additional benefits:

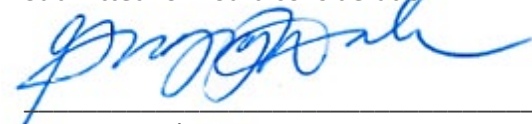
- San Diego headquartered developer with 15 full-time local employees, and over \$5 million in local labor wages and salaries during the construction phases of the projects.
- Commitment to use local labor, prevailing wages and hiring from San Diego-based apprenticeship programs.
- Up to an estimated \$2.9 million in property tax revenue feeding to local jurisdictions.
- A focus on previously developed land with limited prospects for other high priority uses (e.g., existing commercial rooftops and excess parking lot space).
- Containerized energy storage equipment, meeting the latest requirements and guidelines from the National Fire Protection Association (NFPA), California Fire Code, and collaborating closely with local jurisdictions and Fire Departments.

CEA has negotiated Development Framework Agreements and PPA and ESSA agreements that can be applied to each project as it begins development. Staff recommend the Board adopt Resolution No. 2025-013 and authorize the Chief Executive Officer to execute the final agreements, subject to CEA's Transactions Attorney's approval.

**FISCAL IMPACT:**

There will be no cost to CEA associated with this Agreement until construction is completed on each project, with projects starting to reach operations starting in mid-2027. Contract costs will be included in the financial pro-forma and future CEA budgets. The competitive energy pricing of the PPAs and ESSAs are confidential, but the long-term purchase of this power supply will provide CEA with long-term energy hedge value, renewable energy attributes, and potential local capacity value over the term of the agreements.

Submitted for Board consideration:

  
\_\_\_\_\_  
Gregory Wade  
Chief Executive Officer

**ATTACHMENTS:**

- A. Resolution No. 2025-013, Approving Development Framework Agreements and Portfolio of 20-Year Power Purchase Agreements (PPA) and 10-Year Energy Storage Service Agreements (ESSA) With Luminia CA DevCo 2, LLC And Luminia CA DevCo 3, LLC and Authorizing Execution of the Agreements
- B. Redacted Solar Development Framework Agreement and form of PPA with Luminia CA DevCo 2, LLC, and Energy Storage Development Agreement and form of ESSA with Luminia CA DevCo 3, LLC

**CLEAN ENERGY ALLIANCE  
RESOLUTION NO. 2025-013**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF CLEAN ENERGY ALLIANCE  
APPROVING DEVELOPMENT FRAMEWORK AGREEMENTS AND A PORTFOLIO OF  
20-YEAR POWER PURCHASE AGREEMENTS (PPA) AND 10-YEAR ENERGY  
STORAGE SERVICE AGREEMENTS (ESSA) WITH LUMINIA CA DEVCO 2, LLC AND  
LUMINIA CA DEVCO 3, LLC AND AUTHORIZING EXECUTION OF THE AGREEMENTS**

**WHEREAS**, Clean Energy Alliance (CEA) is a joint powers authority established on November 4, 2019, and organized under the Joint Exercise of Powers Act (Government Code Section 6500 *et seq.*); and

**WHEREAS**, CEA received an Open Offer Form proposal from Luminia for a proposed portfolio of up to 20MW of 4-hour battery storage and up to 20MW of photovoltaic solar projects; and

**WHEREAS**, CEA has negotiated governing Development Framework Agreements and respective Power Purchase Agreements (PPA) and Energy Storage Service Agreements (ESSA) with Luminia CA DevCo 2, LLC and Luminia CA DevCo 3, LLC, respectively, for these portfolios of projects, which was considered by the Board of Directors of Clean Energy Alliance at its March 27, 2025 regular meeting.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of Clean Energy Alliance hereby finds, determines and resolves as follows:

Section 1. The foregoing recitals are true and correct and incorporated fully herein.

Section 2. Development Framework Agreements with Luminia CA DevCo 2, LLC and Luminia CA DevCo 3, LLC, respectively governing siting for the portfolio of PPA and ESSA projects, are hereby approved.

Section 3. A portfolio of 20-year PPAs not to exceed 20MW of photovoltaic solar and 10-year ESSAs not to exceed 20MW of 4-hour battery storage with Luminia CA DevCo 2, LLC and Luminia CA DevCo 3, LLC, respectively, are hereby approved.

Section 4. The Chief Executive Officer is hereby authorized and directed to execute Development Framework Agreements, Power Purchase Agreements, and Energy Storage Service Agreements with Luminia CA DevCo 2, LLC and Luminia CA DevCo 3, LLC, respectively, substantially in the form provided to the Board of Directors on March 27, 2025 and as acceptable to CEA's transactional counsel.

Section 5. The Chief Executive Officer is hereby authorized and directed to execute such other documents and take such other and further actions as may be necessary and proper to accomplish the purposes of this resolution.

The foregoing Resolution was passed and adopted this 27th day of March, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

---

Katie Melendez, Board Chair

ATTEST:

---

Kaylin McCauley, Clerk to the Board

## SOLAR DEVELOPMENT FRAMEWORK AGREEMENT

This SOLAR DEVELOPMENT FRAMEWORK AGREEMENT (the “**Agreement**”) is entered into this [] day of [], 2025 (“**Effective Date**”) by and between CLEAN ENERGY ALLIANCE, a California joint powers authority (“**Buyer**” or “**CEA**”), and LUMINIA CA DEVCO 2, LLC, a limited liability company organized under the laws of California (“**Seller**”). Buyer and Seller may be referred to herein individually as a “**Party**” or collectively as the “**Parties**”.

Unless otherwise defined in this Agreement, capitalized terms have the meanings set out in the Form PPA (as defined below).

### RECITALS

**WHEREAS**, Seller is developing a portfolio of solar photovoltaic electricity generating Facilities, as identified in Exhibit A, in California with a total capacity not to exceed 20 MW AC (“**Portfolio Expected Capacity**”);

**WHEREAS**, Seller desires to sell, and Buyer desires to purchase, the Product produced by each of these Facilities;

**WHEREAS**, to effect the purchase of Product from these Facilities, the Parties will execute a power purchase agreement substantially in the form of Renewable Power Purchase Agreement set forth as Exhibit B (“**Form PPA**”) for each Facility in the portfolio; and

**WHEREAS**, this Agreement governs the Parties’ commitment to develop the Facilities prior to October 31, 2025.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### AGREEMENT

#### I. PPA Execution.

Concurrently with the execution of this Agreement, the Parties will execute a PPA for each of the Facilities.

#### II. Facility Substitutions.

Prior to October 31, 2025, Seller may, with the prior written consent of Buyer, replace any or all of the Facilities with one or more substitute facilities. Seller shall provide Notice to Buyer of its request to replace the Facility no later than forty-five (45) days prior to a regularly scheduled meeting of the Board of Directors of CEA (“**CEA BOD**”) and provide a detailed description of

the reason for the substitution, and detailed description of the proposed substitute facility(ies), including location, size, and project development information. Any substitute facility (i) must be interconnected to the San Diego Gas & Electric Company distribution network, (ii) must be located in a non-residentially zoned area, (iii) must adhere to all applicable municipal codes, and (iv) cannot result in a portfolio of power purchase agreements executed pursuant to this Agreement that would exceed the Portfolio Expected Capacity.

Buyer will have not more than thirty (30) days to approve or deny the Seller's proposed substitution. If Buyer approves the substitute facility(ies) ("**Approved Substitute Facility(ies)**"), such consent not to be unreasonably withheld, conditioned or delayed, (i) the Parties will mutually agree upon one or more power purchase agreement(s) ("**PPA**") substantially in the form of the Form PPA for the substitute facility(ies) (other than project-specific information for the substitute facility) within 5 Business Days of Buyer's notice of consent to Seller or such longer period as mutually agreed to by the Parties, (ii) the Approved Substitute Facility(ies) will replace the original Facility ("**Replaced Facility**") on Exhibit A, and (iii) the PPA for the Replaced Facility shall be terminated with no further action by the Parties. Seller agrees that, if CEA BOD approval is required, Buyer will not be obligated to enter into a PPA for the substitute facility(ies) unless and until the PPA(s) have been submitted for, and has received, approval from the CEA BOD and is fully executed by the Parties thereto. Seller agrees to take commercially reasonable actions to cooperate with Buyer to consult with the CEA BOD and Buyer's member cities, including providing information reasonably requested by Buyer, subject to the restrictions in Article 18 of the Form PPA.

### III. Posting of Development Security.

To secure its obligations under this Agreement, within sixty (60) days of the Effective Date Seller shall deliver Development Security in the amount [REDACTED]. The Parties intend for the Development Security posted under this Agreement to be applied to each of the PPAs (on a pro rata basis) as of November 1, 2025.

### IV. Failure to Reach Portfolio Expected Capacity.

If, at the end of the Term of this Agreement, the aggregate Guaranteed Capacity under the PPA(s) executed pursuant to this Agreement ("**Portfolio Contracted Capacity**") is less than the Portfolio Expected Capacity, Buyer shall [REDACTED]

### V. Term; Termination Rights.

A. Term. The "**Term**" of this Agreement shall commence on the Effective Date and continue through October 31, 2025; provided however, that the Parties' respective obligations under this Agreement shall not commence unless and until Buyer and Luminia CA Devco 3, LLC, or its successor have executed energy storage service agreements for the storage facilities resulting

from Buyer's Local Project Request for Qualifications. Both Parties may mutually agree to extend the Term for successive thirty (30) calendar day periods to allow additional time as necessary to effectuate the purposes of this Agreement. [REDACTED]

B. [REDACTED]

#### VI. Assignment.

Neither Party may assign this Agreement or any of the rights or obligations hereunder (including, without limitation, its rights and duties of performance) to any third party or entity without the prior written consent of the other Party which shall not be unreasonably withheld, provided, however, that Seller may assign this Agreement to an Affiliate without obtaining such consent. This Agreement will be binding upon and inure to the benefit of each of the Parties hereto and, except as otherwise provided herein, their respective legal successors and permitted assigns.

#### VII. Notices.

All notices required under this Agreement shall be in writing and will be treated as having been given when: (a) delivered personally; (b) sent by commercial overnight courier with written verification of receipt; (c) mailed postage prepaid by certified or registered mail, return receipt requested; or (d) sent by electronic mail ("email"), to the Party to be notified, at the address set forth below, or at such other place of business which the other Party has been notified of in accordance with the provisions of this Section VII. Notice shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

**Seller:** LUMINIA CA DEVCO 2, LLC  
4445 Eastgate Mall, Suite 200  
San Diego, CA 92121  
Attn: David Field, Chief Executive Officer  
Phone: (858) 922-4555  
Email: dfield@luminia.io

**Buyer:** Clean Energy Alliance  
5857 Owens Ave, Suite 2023  
Carlsbad, CA 92008  
Attn: Gregory Wade, CEO  
Phone: (760) 209-6177

Email: [gwade@thecleanenergyalliance.org](mailto:gwade@thecleanenergyalliance.org)

## VIII. Counterparts.

This Agreement may be signed in counterparts and delivered electronically, each of which when signed and delivered shall be deemed an original, all of which taken together shall constitute one agreement.

## IX. Attorney's Fees.

In any action or proceeding to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.

X. Governing Law & Venue; Jury Trial Waiver.

This Agreement shall be interpreted, governed by, construed under and enforced in accordance with the laws of the State of California without regard for any applicable principles of conflicts of laws. 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.

## XI. Limitation of Damages.

Neither Party shall be liable to the other for any lost or prospective profits or any other consequential, incidental, special, punitive, indirect or exemplary damages under or in respect of this Agreement. [REDACTED]

\_\_\_\_\_ This limitation of liability applies to all claims, whether based on contract, tort, or any other legal theory.

XII. Entire Agreement.

This Agreement, including its exhibits, contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement.

*[Signatures Follow on Next Page.]*



IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set opposite their signatures.

CLEAN ENERGY ALLIANCE, a California  
joint powers authority

Date: \_\_\_\_\_

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

LUMINIA CA DEVCO 2, LLC, a California  
limited liability company

Date: \_\_\_\_\_

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

**EXHIBIT A****EXPECTED GENERATING FACILITIES**

<b>Project Cross Streets</b>	<b>APN</b>	<b>Latitude &amp; Longitude</b>	<b>Jurisdiction</b>	<b>Type</b>	<b>Solar Size AC MW</b>	<b>Guaranteed Construction Start Date</b>	<b>Guaranteed Commercial</b>
Siempre Viva Rd/Britannia Blvd	667-060-34-00	32.55248, -116.97714	City of San Diego	Roof Mount	0.54	12/30/26	6/30/27
Gateway Park Dr/Heritage Rd	646-170-26-07	32.56349, -116.99318	San Diego County	Roof Mount	0.9	1/30/27	7/31/27
Goldentop Rd/Thornmint Rd	678-292-14-00	33.01812, -117.108	San Diego County	Roof Mount	0.45	12/30/26	6/30/27
Business Park Dr/Sycamore Ave 92081	219-532-36-00	33.14933, -117.23183	City of Vista	Roof Mount	1.1	1/30/27	7/31/27
McCain Valley Rd/Old Hwy 80	612-091-18-00	32.39°55.4, -116.16°01.5	San Diego County	Ground Mount	7	7/30/29	3/30/30
Ord Way/Temple Heights Dr	161-540-22-00, 161-540-23-00	33.21363, -117.27325	City of Oceanside	Roof Mount	1.2	1/30/27	7/31/27
Sycamore Ave/Greek Oak Rd	217-251-26-00, 217-251-27-00, 217-251-25-00	33.15475, -117.22541	City of Vista	Roof Mount	1.62	1/30/27	7/31/27
Mission Gorge Rd/Princess View Dr	455-220-04-00	32.8037, -117.08147	City of San Diego	Roof Mount	1.52	1/30/27	7/31/27
Oceanside Blvd/Avenue Del Oro	162-503-32-00	33.20689, -117.29584	City of Oceanside	Roof Mount	0.5	12/30/26	6/30/27
Avenue of Science/Rancho Carmel Dr	313-740-13-00	32.98917, -117.07887	City of San Diego	Roof Mount	0.224	12/30/26	6/30/27
Coronado Avenue/Saturn Blvd	627-302-34-00	32.57806, -117.09399	City of San Diego	Roof Mount	0.12	12/30/26	6/30/27
Park Center Dr/Avenida Chelsea	219-010-82-00	33.14351, -117.23663	City of Vista	Roof Mount	1.304	1/30/27	7/31/27
Hot Spring Way/Sycamore Ave	219-010-82-00	33.14351, -117.23663	City of Vista	Roof Mount	0.48	12/30/26	6/30/27
Fairmont Ave/Mission Gorge Rd	461-300-04-00	32.78207, -117.10236	City of San Diego	Roof Mount	0.59	12/30/26	6/30/27
W San Marcos Blvd/S Las Posas Rd	219-200-52-00	33.13459, -117.19298	City of San Marcos	Roof Mount	0.56	12/30/26	6/30/27
Dennerly Rd/Del Sol Blvd	631-041-22-00	32.57902, -117.03669	City of San Diego	Roof Mount	0.43	12/30/26	6/30/27
Tierra Del Rey/Amena Ct	640-293-03-00	32.63826, -117.01904	City of Chula Vista	Roof Mount	0.31	12/30/26	6/30/27
El Camino Real/Valley Centre Dr	307-110-24-00	32.93756, -117.23667	City of San Diego	Roof Mount	0.31	12/30/26	6/30/27

760 Dennery Rd/Palm Ave	631-042-17-00	32.5799, -117.0359	City of San Diego	Roof Mount	0.25	12/30/26	6/30/27
Otay Lakes Rd/Eastlake PkwY	595-070-55-00	32.64451, -116.97255	City of Chula Vista	Roof Mount	0.25	12/30/26	6/30/27
Vista Way/Jefferson St	165-120-28-00	33.18241, -117.33501	City of Oceanside	Roof Mount	0.2	12/30/26	6/30/27
El Camino Real/Valley Centre Dr	307-110-23-00	32.93665, -117.23804	City of San Diego	Roof Mount	0.14	12/30/26	6/30/27

**EXHIBIT B**

**FORM OF RENEWABLE POWER PURCHASE AGREEMENT**

*[See attached.]*

RENEWABLE POWER PURCHASE AGREEMENT

COVER SHEET

**Seller:** Luminia CA DevCo 2, LLC (“**Seller**”)

**Buyer:** Clean Energy Alliance, a California joint powers authority (“**Buyer**”)

**Description of Facility:** A [XX] MW solar photovoltaic electricity generating facility located in \_\_\_\_\_ County, in the State of California, as further described in Exhibit A.

**Milestones:**

Milestone	Date for Completion
Evidence of Site Control	
CEC Pre-Certification obtained	
Applications for all federal and state discretionary permits submitted and accepted as complete by the issuing agency (“Permitting Milestone”).	
Seller’s receipt of Phase I and Phase II Interconnection study results for Seller’s Interconnection Facilities	
Executed Interconnection Agreement	
Financial Close	
Major Equipment procured	
Obtain federal and state Discretionary permits	
Guaranteed Construction Start Date	
Guaranteed Commercial Operation Date	

**Delivery Term:** 20 Contract Years.

**Expected Energy:**

Contract Year	Expected Energy (MWh)
1	[XX]
2	[XX]
3	[XX]
4	[XX]

**CONFIDENTIAL**  
**EXECUTION VERSION**

5	[XX]
6	[XX]
7	[XX]
8	[XX]
9	[XX]
10	[XX]
11	[XX]
12	[XX]
13	[XX]
14	[XX]
15	[XX]
16	[XX]
17	[XX]
18	[XX]
19	[XX]
20	[XX]

**Guaranteed Capacity:** [XX] MW-AC of Facility capacity

**Dedicated Interconnection Capacity:** [XX] MW

**Contract Price**

Contract Year	Contract Price
[1 – 20]	\$[ ]/MWh (flat) with no escalation

**Product:**

- ☒ Energy
- ☒ Green Attributes (Portfolio Content Category 1)
- ☒ Ancillary Services
- ☒ Capacity Attributes (select options below as applicable)
  - ☒ Energy Only Status
  - ☐ Full Capacity Deliverability Status
- ☒ Imbalance Reserves
- ☒ Any other existing products and products that may be developed or evolve from time to time during the Contract Term that the Facility is able to provide as the Facility is configured on the Commercial Operation Date and at no additional cost to Seller

**CONFIDENTIAL**  
**EXECUTION VERSION**

**Scheduling Coordinator:** Buyer/Buyer Third Party

**Security:**

Development Security: \$■/kW of Guaranteed Capacity

Performance Security: \$■/kW of Installed Capacity

## TABLE OF CONTENTS

### Page

<b>ARTICLE 1 DEFINITIONS</b>	1
1.1 Contract Definitions	1
1.2 Rules of Interpretation	21
<b>ARTICLE 2 TERM; CONDITIONS PRECEDENT</b>	23
2.1 Contract Term	23
2.2 Commercial Operation; Conditions Precedent	24
2.3 Development; Construction; Progress Reports	25
2.4 Remedial Action Plan	25
2.5 Pre-Commercial Operation Actions	25
<b>ARTICLE 3 PURCHASE AND SALE</b>	26
3.1 Purchase and Sale of Product	26
3.2 Sale of Green Attributes	26
3.3 Imbalance Energy	26
3.4 Ownership of Renewable Energy Incentives	26
3.5 Future Environmental Attributes	26
3.6 Test Energy	27
3.7 Capacity Attributes	27
3.8 Reserved	27
3.9 CEC Certification and Verification	27
3.10 Ancillary Services	27
3.11 California Renewables Portfolio Standard	28
3.12 Compliance Expenditure Cap	28
3.13 Project Configuration	29
3.14 Buyer's Re-Sale of Product	29
<b>ARTICLE 4 OBLIGATIONS AND DELIVERIES</b>	29
4.1 Delivery	29
4.2 Title and Risk of Loss	30
4.3 Interconnection	30
4.4 Forecasting	30
4.5 Dispatch Down/Curtailment	31
4.6 Outages	32
4.7 Guaranteed Energy Production	33
4.8 WREGIS	33
4.9 Green-E Certification	34
<b>ARTICLE 5 TAXES AND ENVIRONMENTAL COSTS</b>	35
5.1 Allocation of Taxes and Charges	35
5.2 Cooperation	35
5.3 Environmental Costs	35



**CONFIDENTIAL**  
**EXECUTION VERSION**

<b>ARTICLE 6 OPERATION AND MAINTENANCE OF THE FACILITY .....</b>	<b>36</b>
6.1 Operation and Maintenance of the Facility.....	36
6.2 Maintenance of Health and Safety.....	36
6.3 Shared Facilities.....	36
<b>ARTICLE 7 METERING.....</b>	<b>37</b>
7.1 Metering.....	37
7.2 Meter Verification.....	37
<b>ARTICLE 8 INVOICING AND PAYMENT; CREDIT .....</b>	<b>38</b>
8.1 Invoicing.....	38
8.2 Payment.....	38
8.3 Books and Records.....	38
8.4 Invoice Adjustments.....	39
8.5 Billing Disputes.....	39
8.6 Netting of Payments.....	39
8.7 Seller's Development Security.....	39
8.8 Seller's Performance Security.....	40
8.9 First Priority Security Interest in Cash or Cash Equivalent Collateral .....	40
<b>ARTICLE 9 NOTICES .....</b>	<b>41</b>
9.1 Addresses for the Delivery of Notices .....	41
9.2 Acceptable Means of Delivering Notice.....	41
<b>ARTICLE 10 FORCE MAJEURE .....</b>	<b>42</b>
10.1 Definition .....	42
10.2 No Liability If a Force Majeure Event Occurs .....	43
10.3 Notice of Force Majeure Event.....	43
10.4 Termination Following Force Majeure Event.....	43
<b>ARTICLE 11 DEFAULTS; REMEDIES; TERMINATION .....</b>	<b>44</b>
11.1 Events of Default .....	44
11.2 Remedies; Declaration of Early Termination Date.....	46
11.3 Damage Payment; Termination Payment .....	47
11.4 Notice of Payment of Termination Payment .....	48
11.5 Disputes With Respect to Termination Payment.....	48
11.6 Limitation on Seller's Ability to Make or Agree to Third-Party Sales from the Facility after Early Termination Date .....	48
11.7 Rights And Remedies Are Cumulative.....	49
11.8 Mitigation.....	49
11.9 Additional Seller Termination Right .....	49
<b>ARTICLE 12 LIMITATION OF LIABILITY AND EXCLUSION OF WARRANTIES .....</b>	<b>49</b>
12.1 No Consequential Damages.....	49
12.2 Waiver and Exclusion of Other Damages.....	50

**CONFIDENTIAL**  
**EXECUTION VERSION**

<b>ARTICLE 13 REPRESENTATIONS AND WARRANTIES; AUTHORITY .....</b>	<b>51</b>
13.1 Seller’s Representations and Warranties. ....	51
13.2 Buyer’s Representations and Warranties .....	51
13.3 General Covenants .....	52
13.4 Seller’s Covenants .....	53
13.5 Supplier Diversity .....	53
<b>ARTICLE 14 ASSIGNMENT.....</b>	<b>53</b>
14.1 General Prohibition on Assignments .....	53
14.2 Collateral Assignment.....	54
14.3 Permitted Assignment by Seller.....	56
14.4 Portfolio Financing. ....	56
14.5 Permitted Assignment by Buyer. ....	56
<b>ARTICLE 15 DISPUTE RESOLUTION.....</b>	<b>57</b>
15.1 Governing Law; Venue.....	57
15.2 Dispute Resolution.....	57
15.3 Attorneys’ Fees. ....	58
<b>ARTICLE 16 INDEMNIFICATION .....</b>	<b>58</b>
16.1 Indemnification .....	58
16.2 Claims. ....	58
<b>ARTICLE 17 INSURANCE .....</b>	<b>59</b>
17.1 Insurance .....	59
<b>ARTICLE 18 CONFIDENTIAL INFORMATION .....</b>	<b>60</b>
18.1 Definition of Confidential Information.....	60
18.2 Duty to Maintain Confidentiality.....	61
18.3 Requested Confidential Information.....	61
18.4 Irreparable Injury; Remedies. ....	62
18.5 Further Permitted Disclosure. ....	62
18.6 Press Releases .....	62
<b>ARTICLE 19 MISCELLANEOUS .....</b>	<b>62</b>
19.1 Entire Agreement; Integration; Exhibits .....	62
19.2 Amendments .....	62
19.3 No Waiver .....	63
19.4 No Agency, Partnership, Joint Venture or Lease.....	63
19.5 Severability .....	63
19.6 Mobile-Sierra .....	63
19.7 Counterparts .....	63
19.8 Electronic Delivery .....	63
19.9 Binding Effect.....	64
19.10 No Recourse to Members of Buyer .....	64

**CONFIDENTIAL**  
**EXECUTION VERSION**

19.11	Forward Contract .....	64
19.12	Further Assurances.....	64
19.13	Change in Electric Market Design.....	64

**EXHIBITS:**

Exhibit A	Facility Description
Exhibit B	Major Project Development Milestones and Commercial Operation
Exhibit C	Compensation
Exhibit D	Scheduling Coordinator Responsibilities
Exhibit E	Progress Reporting Form
Exhibit F-1	Form of Average Expected Energy Report
Exhibit F-2	Form of Available Capacity Forecast
Exhibit G	Guaranteed Energy Production Damages Calculation
Exhibit H	Form of Commercial Operation Date Certificate
Exhibit I	Form of Installed Capacity Certificate
Exhibit J	Form of Construction Start Date Certificate
Exhibit K	Form of Letter of Credit
Exhibit L	Reserved
Exhibit M	Form of Collateral Assignment
Exhibit N	Notices
Exhibit O	Metering Diagram

## RENEWABLE POWER PURCHASE AGREEMENT

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

### RECITALS

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

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

WHEREAS, the Parties’ commitment to develop a portfolio of related facilities is set forth in that certain Solar Development Framework Agreement (the “**Framework Agreement**”), dated as of \_\_\_, 2025, between the Parties;

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

### ARTICLE 1

#### DEFINITIONS

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

“**AC**” means alternating current.

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

“**Additional COD Delay**” has the meaning set forth in Exhibit B, Section 4.

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

“**Affiliate**” means, with respect to any Person, each Person that directly or indirectly controls, is controlled by, or is under common control with such designated Person. For purposes of this definition and the definition of “Permitted Transferee”, “control”, “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.

CONFIDENTIAL  
EXECUTION VERSION

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

“**Ancillary Services**” means all ancillary services, products and other attributes, if any, associated with the Installed Capacity of the Facility, including spinning reserve, non-spinning reserve, regulation up, and regulation down, but not including black start capability, as each is defined in the CAISO Tariff and any other ancillary services added to the Agreement in accordance with Section 3.10.

“**Assisting Party**” has the meaning set forth in Exhibit C, Section (g).

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

“**Automated Dispatches**” has the meaning set forth in Section 6.1(b).

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

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

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

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

“**Bid**” has the meaning as set forth in the CAISO Tariff.

“**Business Day**” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday in California. A Business Day begins at 8:00 a.m. and ends at 5:00 p.m. Pacific Prevailing Time (PPT).

“**Buyer**” means Clean Energy Alliance, 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 Energy than the full amount of Energy forecasted in accordance with Section 4.5 to be produced from the Facility for a period of time;

CONFIDENTIAL  
EXECUTION VERSION

(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 Facility or Energy, including where Buyer or the SC for the 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 Energy forecasted to be generated by or delivered from the Facility.

If the 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 Energy that was not generated due to such Planned Outage, Forced Facility Outage, Force Majeure Event or Curtailment Period.

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

**“Buyer Curtailment Period”** means the period of time, as measured using current Settlement Intervals, during which Seller reduces Delivered Energy pursuant to or as a result of (a) Buyer Bid Curtailment or (b) a Buyer Curtailment Order; 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.

**“Buyer Default”** means a failure by Buyer to perform Buyer’s obligations hereunder and includes an Event of Default of Buyer.

**“Buyer’s Indemnified Parties”** has the meaning set forth in Section 16.1(a).

**“Buyer’s WREGIS Account”** has the meaning set forth in Section 4.8(a).

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

**“CAISO Approved Meter”** means a CAISO approved revenue quality meter or meters, CAISO approved data processing gateway or remote intelligence gateway, telemetering equipment and data acquisition services sufficient for monitoring, recording and reporting, in real time, all Delivered Energy delivered to or from the Delivery Point.

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

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

**“CAISO Operating Order”** means the Operating Instruction or Dispatch Instruction as defined in the CAISO Tariff.

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

**“CAISO VER Forecast”** means the forecast of output provided by CAISO pursuant to Section 4.8.2.1.2 and Appendix Q of the CAISO Tariff, as such provisions may be modified or amended from time to time.

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

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

**“Capacity Damages”** has the meaning set forth in Exhibit B.

**“CEC”** means the California Energy Commission, or any successor agency performing similar statutory functions.

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

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

**“CEQA”** means the California Environmental Quality Act, as amended or supplemented from time to time.

[REDACTED]

(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

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

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

**“Commercial Operation Date” or “COD”** has the meaning set forth in Exhibit B.

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

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

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

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

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



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

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

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

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

**“CPUC”** means the California Public Utilities Commission or any successor agency performing similar statutory functions.

**“CPUC Master Resource Database”** means the CPUC database of generation, energy storage and other resources.

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

**“CRS”** has the meaning set forth in Section 4.9.

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

**“Curtailment Cap”** is the quantity per Contract Year, in MWh, equal to [REDACTED] hours multiplied by the Guaranteed Capacity.

**“Curtailment Order”** means any of the following:

(a) CAISO orders, directs, alerts, or provides notice to a Party, including a CAISO Operating Order, to curtail deliveries of 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 Distribution 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

CONFIDENTIAL  
EXECUTION VERSION

of conditions or situations that jeopardize the Distribution Provider's electric system integrity or the integrity of other systems to which the Distribution Provider is connected;

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

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

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

**"Damage Payment"** means the amount to be paid by Seller to Buyer for a Seller default 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.

**"Dedicated Interconnection Capacity"** means the maximum 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 Energy, expressed in MWh, in excess of the Curtailment Cap that the Facility would have produced and delivered to the Delivery Point, but that is not produced by the Facility during a Buyer Curtailment Period, which amount shall be calculated using (a) 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 (b) the amount of Delivered Energy delivered to 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).

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

**"Deficient Month"** has the meaning set forth in Section 4.8(e).

**"Delivered Energy"** means for each hour, the electric Energy generated by the Facility, net of Electrical Losses and Station Use, and delivered to the Delivery Point.

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

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

CONFIDENTIAL  
EXECUTION VERSION

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

“**Development Cure Period**” has the meaning set forth in Exhibit B.

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

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

“**Distribution Provider**” means any entity or entities transmitting or transporting the Delivered Energy on behalf of Seller or Buyer to or from the Delivery Point, but excluding Seller or any Seller’s Affiliate responsible for operating any gen-tie line to any point of interconnection to a Distribution Provider’s transmission system or distribution system. For purposes of this Agreement, the Distribution Provider is set forth in Exhibit A.

“**Distribution System**” means the distribution facilities now or hereafter in existence which provide energy distribution service downstream from the Delivery Point.

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

“**Effective Date**” has the meaning set forth in the Preamble.

“**Electrical Losses**” means, subject to meeting any applicable CAISO requirements and in accordance with Section 7.1, all transmission, distribution or transformation losses (a) between the Facility Metering Point and the Delivery Point associated with delivery of Delivered Energy.

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

“**Emission Reduction Credits**” or “**ERCs**” 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.

“**Energy**” means alternating current electrical energy measured in MWh.

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

“**Energy Supply Bid**” has the meaning set forth in the CAISO Tariff.

“**Environmental Costs**” 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.

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

**“Exercise Period”** has the meaning set forth in Section 14.6(c).

**“Expansion Project”** has the meaning set forth in Section 14.6(a).

**“Expected Commercial Operation Date”** is the date set forth on the Cover Sheet by which Seller reasonably expects to achieve Commercial Operation

**“Expected Energy”** means the quantity of Delivered Energy that Seller expects to be able to deliver to Buyer during each Contract Year or other time period in the quantity specified on the Cover Sheet, which amount shall be adjusted proportionately to the reduction from Guaranteed Capacity to Installed Capacity pursuant to Section 5(a) of Exhibit B, if applicable.

[REDACTED]

**“Facility”** means the generating facility described on the Cover Sheet and in Exhibit A, located at the Site, and including mechanical equipment and associated facilities and equipment required to deliver Energy to the Delivery Point, but excluding any Shared Facilities.

**“Facility Meter”** means the 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 Delivered Energy delivered to the Facility Metering Point for the purpose of invoicing in accordance with

CONFIDENTIAL  
EXECUTION VERSION

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 or locations of the Facility Meter shown on Exhibit O.

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

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

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

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

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

**“Future Environmental Attributes”** 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.

**“Gains”** means, with respect to any Non-Defaulting 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, , which economic benefit (if any) shall be deemed the gain (if any) to such Non-Defaulting Party represented by, (a) if Buyer is the Non-Defaulting Party, the positive difference between the present value of the payments required to be made by Buyer during the remaining Contract Term of this Agreement and the present value of the payments that would be required to be made by Buyer under any transaction(s) replacing this Agreement, and (b) if Seller is the Non-Defaulting Party, the positive difference between the present value of the payments that would be required to be made to, or that would otherwise be received by, Seller under any transaction(s) replacing this Agreement and the present value of the payments required to be made to Seller during the remaining Contract Term of this Agreement. Factors used in determining the economic benefit to a Non-Defaulting Party may include, without limitation, reference to information supplied by one

CONFIDENTIAL  
EXECUTION VERSION

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.

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

**“Governmental Authority”** means any federal, state, provincial, local or municipal government, any political subdivision thereof or any other governmental, congressional or parliamentary, regulatory, or judicial instrumentality, authority, body, agency, department, bureau, or entity with authority to bind a Party at law, including CAISO; *provided, however*, that “Governmental Authority” shall not in any event include any Party.

**“Grant Applicant”** has the meaning set forth in Exhibit C, Section (g).

**“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: (a) 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; (b) any avoided emissions of carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), 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; (c) 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 Delivered 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 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.

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

CONFIDENTIAL  
EXECUTION VERSION

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

**“Guaranteed Commercial Operation Date”** means the date set forth on the Cover Sheet, as such date may be extended pursuant to Exhibit B.

**“Guaranteed Construction Start Date”** means the date set forth on the Cover Sheet, as such date may be extended pursuant to Exhibit B.

**“Guaranteed Energy Production”** means an amount of Adjusted Energy Production, as measured in MWh, equal to eighty-five percent (85%) of the total Expected Energy (as set forth on the Cover Sheet) for the applicable Performance Measurement Period.

**“Hazardous Substance”** 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.

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

**“Imbalance Reserves”** has the meaning set forth in the CAISO Tariff.

[REDACTED]

**“Indemnifiable Loss(es)”** has the meaning set forth in Section 16.1(a).

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

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

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

**“Installed Capacity”** means the actual generating capacity of the Facility, as measured in MW AC at the Delivery Point (i.e., measured at the Facility Meter and adjusted for Electrical Losses to the Delivery Point), that achieves Commercial Operation (up to but not in excess of the

CONFIDENTIAL  
EXECUTION VERSION

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 Exhibit I hereto, as such capacity may be adjusted pursuant to Section 5 of Exhibit B.

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

“**Interconnection Agreement**” means the interconnection agreement(s) entered into by Seller or Seller’s Affiliate pursuant to which the Facility will be interconnected with the Distribution 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.

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

“**Interconnection Point**” means the point at which Seller’s Interconnection Facilities interconnect with the Distribution System pursuant to the Interconnection Agreement, which point is identified in Exhibit A.

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

“**Investment Grade Credit Rating**” means a Credit Rating of BBB- or higher by S&P or Baa3 or higher by Moody’s.

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

“**Joint Powers Act**” means the Joint Exercise of Powers Act of the State of California (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.

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

“**Lender**” means, collectively, any Person (a) providing senior or subordinated construction, interim, back leverage or long-term debt, equity or tax equity financing or refinancing for or in connection with the development, construction, purchase, installation or operation of the Facility, whether that financing or refinancing takes the form of private debt (including back-leverage debt), equity (including tax equity), public debt or any other form (including financing or refinancing provided to a member or other direct or indirect owner of Seller), including any equity or tax equity investor directly or indirectly providing financing or refinancing for the Facility or purchasing equity ownership interests of Seller and/or its Affiliates,



CONFIDENTIAL  
EXECUTION VERSION

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 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 with such bank having a Credit Rating of at least A- with an outlook designation of “stable” from S&P or A3 with an outlook designation of “stable” from Moody’s, in a form substantially similar to the letter of credit set forth in Exhibit K.

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

**“Limited Assignee”** has the meaning set forth in Section 14.4.

**“Local RFQ Projects”** means the solar projects, including the Facility, that are subject to renewable power purchase agreements between the Parties resulting from Seller’s response to Buyer’s request for qualification “Clean Energy Alliance June 2024 Request for Qualifications - Local Developer Qualifications and Readiness” and subsequent Clean Energy Alliance Open Offer Form submission by Seller.

**“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, which economic loss (if any) shall be deemed to be the loss (if any) to such Party represented by (a) if Buyer is the Non-Defaulting Party, the positive difference between the present value of the payments that would be required to be made by Buyer under any transaction(s) replacing this Agreement and the present value of the payments required to be made by Buyer during the remaining Contract Term of this Agreement and (b) if Seller is the Non-Defaulting Party, the positive difference between the present value of the payments required to be made to Seller during the remaining Contract Term of this Agreement and the present value of the payments that would be required to be made to, or that would otherwise be received by, Seller under any transaction(s) replacing this Agreement. 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 without limitation, quotations (either firm or indicative) of relevant rates, prices, yields, yield curves, volatilities, spreads or other relevant market data in the relevant markets, comparable transactions, forward price curves based on economic analysis of the relevant markets, settlement prices for comparable transactions at liquid trading hubs (e.g., SP-15), all of which should be calculated for the remaining Contract Term and must include the value of Green Attributes, Capacity Attributes, and Renewable Energy Incentives.

**“Lost Output”** means Facility Energy in the amount Seller could reasonably have delivered to Buyer at the Delivery Point but was prevented from delivering to Buyer at the Delivery Point during Force Majeure Events, System Emergencies, and Curtailment Periods resulting from CAISO or Distribution Provider Curtailment Orders.

CONFIDENTIAL  
EXECUTION VERSION

**“Marketable Emission Trading Credits”** 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.

**“Material Terms”** has the meaning set forth in Section 14.5(b).

**“Meter Service Agreement”** means “Meter Service Agreement for CAISO Metered Entities” or “Meter Service Agreement for Scheduling Coordinators”, as applicable, as each are defined in the CAISO Tariff.

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

**“Monthly Product Payment”** means the payment required to be made by Buyer to Seller each month of the Delivery Term as compensation for delivered Product, as calculated in accordance with Exhibit C.

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

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

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

**“Negative LMP”** means, in any Settlement Period or Settlement Interval, whether in the Day-Ahead Market or Real-Time Market, the LMP at the Facility’s PNode is less than Zero dollars (\$0).

**“Negative LMP Costs”** has the meaning set forth in Exhibit C.

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

**“Network Upgrades”** means collectively Delivery Network Upgrades and Reliability Network Upgrades.

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

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

**“Option Facilities”** has the meaning set forth in Section 2.1(e).

**“Outage Schedule”** has the meaning set forth in Section 4.6(a)(i).

**“Participating Generator Agreement”** has the meaning set forth in the CAISO Tariff.

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

**“Performance Measurement Period”** 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.

**“Performance Security”** means (a) cash or (b) a Letter of Credit in the amount set forth on the Cover Sheet.

**“Permitted Transferee”** means:

(a) any entity that satisfies, or is controlled by another Person that satisfies the following requirements:

(i) A Tangible Net Worth of not less than one hundred fifty million dollars (\$150,000,000) or a Credit Rating of at least BBB- from S&P, BBB- from Fitch, Baa3 from Moody's; and

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

(b) any Affiliate of Seller; or

(c) any other Person that is reasonably acceptable to Buyer

**“Permitting Delays”** means any delay in Seller's receipt, due to no fault or delay on behalf of Seller, of any discretionary approvals and permits required for the construction of the Facility; provided however, that Permitting Delays shall be included in the Development Cure Period only if Seller achieved the Permitting Milestone and has exercised diligent and commercially reasonable efforts to obtain such permits.

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

**“Planned Outage”** means a period during which the Facility is either in whole or in part not capable of providing service due to planned maintenance that has been scheduled in advance

in accordance with Section 4.6(a).

**“PMAX”** means the applicable CAISO-certified maximum operating level of the Facility.

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

**“Portfolio”** 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.

**“Portfolio Content Category 1”** or **“PCC1”** means any Renewable Energy Credit associated with the generation of electricity from an Eligible Renewable Energy Resource consisting of the portfolio content set forth in California Public Utilities Code Section 399.16(b)(1), as may be amended from time to time or as further defined or supplemented by Law.

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

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

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

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

**“Project PPA”** has the meaning set forth in Section 14.6(b).

**“Prudent Operating Practice”** means (a) the applicable practices, methods and acts required by or consistent with applicable Laws and reliability criteria, and otherwise engaged in or approved by a significant portion of the electric industry during the relevant time period with respect to grid-interconnected, utility-scale generating facilities in the Western United States, or (b) any of the practices, methods and acts which, in the exercise of reasonable judgement 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, generating facilities in the Western United States. Prudent Operating Practice includes 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.

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

CONFIDENTIAL  
EXECUTION VERSION

**“PTC Amount”** means the amount, on a dollar per MWh basis, equal to the PTC that Seller would have earned in respect of Delivered 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 and the portion of the Facility eligible to receive Production Tax Credits at the time of determination.

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

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

**“Recurring Certificate Transfers”** has the meaning set forth in Section 4.8(a).

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

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

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

**“Renewable Energy Incentives”** means: (a) all federal, state, or local Tax Credits or other Tax benefits associated with the construction, ownership, or production of Product 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 ownership or operation of 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.

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

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

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

**“Resource Adequacy Benefits”** means the rights and privileges attached to the Facility that satisfy any entity’s Resource Adequacy 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 RAR, Flexible RAR, and Local RAR and any successor criteria applicable to with the Facility, including any Resource Duration attributes.

**“Right of First Refusal”** or **“ROFR”** has the meaning set forth in Section 14.6(a).

**“ROFR Offer”** has the meaning set forth in Section 14.6(b).

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

**“SC Metered Entity”** has the meaning of a “Scheduling Coordinator Metered Entity” as

defined in the CAISO Tariff.

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

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

**“Scheduled Energy”** means the Delivered Energy 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.

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

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

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

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

**“Seller’s WREGIS Account”** has the meaning set forth in Section 4.8(a).

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

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

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

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

**“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

CONFIDENTIAL  
EXECUTION VERSION

Construction Start Date certificate in the form of Exhibit J to Buyer; *provided*, that any such update to the Site that includes real property that was not originally contained within the Site boundaries described in Exhibit A shall be subject to Buyer's approval of such updates in its sole discretion.

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

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

**"SQMD Plan"** has the meaning set forth in the CAISO Tariff.

**"Station Use"** 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).

**"Subsequent Purchaser"** means the purchaser or recipient of Product from Buyer in any conveyance, re-sale or remarketing of Product by Buyer.

[REDACTED]

**"System Emergency"** means any condition that requires, as determined and declared by CAISO or the Distribution Provider, automatic or immediate action to (i) prevent or limit harm to or loss of life or property, (ii) prevent loss of transmission or distribution facilities or generation supply in the immediate vicinity of the Facility, or (iii) to preserve Transmission System and Distribution System reliability.

**"Tangible Net Worth"** means the tangible assets (for example, not including intangibles such as goodwill and rights to patents or royalties) that remain after deducting liabilities as determined in accordance with generally accepted accounting principles.

**"Tax"** or **"Taxes"** means all U.S. federal, state and local and any foreign taxes, levies, assessments, surcharges, duties and other fees and charges of any nature imposed by a Governmental Authority, whether currently in effect or adopted during the Contract Term, including ad valorem, excise, franchise, gross receipts, import/export, license, property, sales and use, stamp, transfer, payroll, unemployment, income, and any and all items of withholding, deficiency, penalty, additions, interest or assessment related thereto.

**"Tax Credits"** means (a) 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 and/or energy storage facilities and

(b) any refundable credit, grant, or other cash payment in lieu of an incentive described in clause (a).

**“Terminated Transaction”** has the meaning set forth in Section 11.2(a).

**“Termination Payment”** has the meaning set forth in Section 11.3(b).

**“Test Energy”** means Delivered Energy delivered (a) commencing on the later of (i) the first date that the CAISO informs Seller in writing that Seller may deliver Energy to the CAISO and (ii) the first date that the Distribution Provider informs Seller in writing that Seller has conditional or temporary permission to parallel and (b) ending upon the occurrence of the Commercial Operation Date.

**“Test Energy Rate”** has the meaning set forth in Section 3.6.

**“Third-Party Transaction”** has the meaning set forth in Section 14.6(c).

**“Transmission System”** means the transmission facilities operated by the CAISO, now or hereafter in existence, which provide energy transmission service downstream from the Delivery Point.

**“Ultimate Parent”** means \_\_\_\_\_, a [State of organization] [Type of entity].

**“Unplanned Outage”** 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.

**“Variable Energy Resource”** or **“VER”** has the meaning set forth in the CAISO Tariff.

**“WREGIS”** means the Western Renewable Energy Generation Information System or any successor renewable energy tracking program.

**“WREGIS Certificate Deficit”** has the meaning set forth in Section 4.8(d).

**“WREGIS Certificates”** has the same meaning as “Certificate” as defined by WREGIS in the WREGIS Operating Rules and are designated as eligible for complying with the California Renewables Portfolio Standard.

**“WREGIS Operating Rules”** means those operating rules and requirements adopted by WREGIS as of October 2022, as subsequently amended, supplemented or replaced (in whole or in part) from time to time.

**1.2 Rules of Interpretation.** In this Agreement, except as expressly stated otherwise or unless the context otherwise requires:

(a) headings and the rendering of text in bold and italics are for convenience and reference purposes only and do not affect the meaning or interpretation of this Agreement;



CONFIDENTIAL  
EXECUTION VERSION

(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 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;

(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) words, phrases or expressions not otherwise defined herein that (i) have a generally accepted the expression “and/or” when used as a conjunction shall connote “any or all of”;

(l) meaning in Prudent Operating Practice shall have such meaning in this Agreement or (ii) do not have well known and generally accepted meaning in Prudent Operating Practice but that have well known and generally accepted technical or trade meanings, shall have such recognized meanings; and

(m) each Party acknowledges that it was represented by counsel in connection with this Agreement and that it or its counsel reviewed this Agreement and that any rule of

construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

## ARTICLE 2 TERM; CONDITIONS PRECEDENT

### 2.1 Contract Term.

(a) The term of this Agreement shall commence on the Effective Date and shall remain in full force and effect until the conclusion of the Delivery Term, subject to any early termination provisions set forth herein ("**Contract Term**"); *provided, however*, 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) At any time prior to October 31, 2025, Seller may terminate this Agreement as further set forth in the Framework Agreement.

(c) The obligations of each Party under this Agreement shall not commence until (i) Seller's receipt of approval of the interconnection application for the Facility by the Distribution Provider, (ii) Seller has Site Control, and (iii) the execution of energy storage service agreements between Buyer and Luminia CA Devco 3, LLC, or its successor, for the storage facilities resulting from Buyer's Local Project Request for Qualifications. [REDACTED]

(d) Applicable provisions of this Agreement shall continue in effect after termination, including early termination, to the extent necessary to enforce or complete the duties, obligations or responsibilities of the Parties arising prior to termination. The confidentiality obligations of the Parties under Article 18 shall remain in full force and effect for two (2) years following the termination of this Agreement, and all indemnity and audit rights shall remain in full force and effect for three (3) years following the termination of this Agreement.

(e) At the end of the tenth (10<sup>th</sup>) and fifteenth (15<sup>th</sup>) Contract Years, Buyer shall have the option to purchase some or all of the Facilities (“**Option Facilities**”). At least one-hundred eighty (180) days prior to the end of the tenth (10<sup>th</sup>) and/or fifteenth (15<sup>th</sup>) Contract Years, Buyer shall provide Notice to Seller of its intent to purchase the Option Facilities, and the Parties shall promptly enter into good faith negotiations for the purchase of the Option Facilities. If the Parties fail to reach agreement on the terms and conditions of the purchase within one-hundred twenty (120) days after the commencement of negotiations, neither Party shall have any further obligations to negotiate such purchase.

**2.2 Commercial Operation; Conditions Precedent.** 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 that it has provided all required documentation to Buyer and all of the following requirements have been met to Buyer’s reasonable satisfaction (not to be unreasonably withheld, conditioned or delayed).

(a) Seller has delivered to Buyer (i) a completion certificate from a Licensed Professional Engineer substantially in the form of Exhibit H and (ii) a certificate from a Licensed Professional Engineer substantially in the form of Exhibit I setting forth the Installed Capacity on the Commercial Operation Date;

(b) A Participating Generator Agreement and a Meter Service Agreement between Seller and CAISO have been executed and delivered and are in full force and effect, and a copy of each such agreement has been delivered to Buyer;

(c) Seller has executed an Interconnection Agreement with the Distribution Provider, which shall be in full force and effect, and a copy of the Interconnection Agreement has been delivered to Buyer;

(d) All applicable regulatory authorizations, approvals and permits for operation of the Facility have been obtained and shall be in full force and effect 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 Site Control;

(f) Seller has received CEC Precertification of the Facility (and reasonably expects to receive final CEC Certification and Verification for the Facility in no more than one hundred eighty (180) days from the Commercial Operation Date);

(g) Seller (with the reasonable participation of Buyer) shall have completed all applicable WREGIS registration requirements, including the completion and submittal of all applicable registration forms and supporting documentation, which may include applicable interconnection agreements, informational surveys related to the Facility, qualified reporting entity service agreements, and other appropriate documentation required to effect Facility registration with WREGIS and to enable Renewable Energy Credit transfers related to the Facility within the WREGIS system;

(h) The Facility has successfully completed all testing required by Prudent Operating Practice or any requirement of Law to operate the Facility;

(i) Insurance requirements for the Facility have been met, with evidence provided in writing to Buyer, in accordance with Section 17.1;

(j) Seller has delivered the Performance Security to Buyer in accordance with Section 8.8; and

(k) Seller has paid Buyer for all amounts owing under this Agreement, if any, including Construction Delay Damages and Commercial Operation Delay Damages.

**2.3 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 agrees to regularly scheduled meetings between representatives of Buyer and Seller to review such reports and discuss Seller's construction progress. The form of the Progress Report is set forth in Exhibit E. Seller shall also provide Buyer with any reasonably requested documentation (subject to confidentiality restrictions) directly related to the achievement of Milestones within ten (10) Business Days of receipt of such request from 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 Remedial Action Plan.** If Seller misses a Milestone by more than thirty (30) days, except as the result of Force Majeure Event or Buyer Default, Seller shall submit to Buyer, within ten (10) Business Days of the end of such thirty (30)-day period following the 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 (e.g., governmental approvals, financing, property acquisition, design activities, equipment procurement, project construction, interconnection, or any other factor), Seller's detailed description of its proposed course of action to achieve the missed Milestones and all subsequent Milestones by the Guaranteed Commercial Operation Date; *provided*, delivery of any Remedial Action Plan shall not relieve Seller of its obligation to provide Remedial Action Plans with respect to any subsequent Milestones and to achieve the Guaranteed Commercial Operation Date in accordance with the terms of this Agreement. Subject to the provisions of Exhibit B, so long as Seller complies with its obligations under this Section 2.4, Seller shall not be considered in default of its obligations under this Agreement solely as a result of missing any Milestone.

**2.5 Pre-Commercial Operation Actions.** 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. The Parties shall cooperate with each other in order for Buyer to be able to dispatch the Facility for the Commercial Operation Date.

### 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, (a) Buyer will purchase and receive all the Product produced by or associated with the Facility at the Contract Price and in accordance with Exhibit C, and Seller shall supply and deliver to Buyer all the Product produced by or associated with the Facility (net of applicable losses), and (b) Buyer shall have the exclusive right to the Installed Capacity, as applicable, and all Product associated therewith. Buyer has no obligation to purchase from Seller any Product for which the associated 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. 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, Ancillary Services or Capacity Attributes from any other 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 Sale of Green Attributes.** Seller shall sell and deliver to Buyer, and Buyer shall purchase from Seller, all Green Attributes attributable to the Delivered Energy and Test Energy, if any, generated by the Facility.

**3.3 Imbalance Energy.** Buyer and Seller recognize that in any given Settlement Period the amount of Delivered Energy may deviate from the amount of Energy scheduled with the CAISO. To the extent there are such deviations, except as otherwise set forth in this Agreement, any costs or revenues from such imbalances shall be allocated to the Party that is acting as Scheduling Coordinator for the Facility.

**3.4 Ownership of Renewable Energy Incentives.** Seller shall have all right, title and interest in and to all Renewable Energy Incentives. Buyer acknowledges that any Renewable Energy Incentives belong to Seller. If any Renewable Energy Incentives, or values representing the same, are initially credited or paid to Buyer, Buyer shall cause such Renewable Energy Incentives or values relating to same to be assigned or transferred to Seller without delay. Buyer shall reasonably cooperate with Seller, at Seller's sole expense, in Seller's efforts to meet the requirements for any certification, registration, or reporting program relating to Renewable Energy Incentives.

**3.5 Future Environmental Attributes.**

(a) The Parties acknowledge and agree that as of the Effective Date, environmental attributes sold under this Agreement are restricted to Green Attributes; however, Future Environmental Attributes may be created by a Governmental Authority through Laws enacted after the Effective Date. Subject to the final sentence of this Section 3.5(a) and Section 3.5(b), in such event, Buyer shall bear all costs associated with the transfer, qualification, verification, registration and ongoing compliance for such Future Environmental Attributes, but there shall be no increase in the Contract Price. Upon Seller's receipt of Notice from Buyer of Buyer's intent to claim such Future Environmental Attributes, the Parties shall determine the

necessary actions and additional costs associated with such Future Environmental Attributes. Seller shall have no obligation to alter the Facility 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 Test Energy.** No less than fourteen (14) days prior to the first day on which Test Energy is expected to be available from the Facility, Seller shall notify Buyer of the availability of the Test Energy. If and to the extent the Facility generates Test Energy, Seller shall sell and Buyer shall purchase from Seller all Test Energy and any associated Products, including Green Attributes on an as-available basis; *provided however*, Buyer may consent to, but has no obligation to purchase Test Energy before ninety (90) days prior to the earlier of the Expected COD or the Guaranteed COD. 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 Test Energy (the “**Test Energy Rate**”). 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 Capacity Attributes.** Throughout the Delivery Term, Seller grants, pledges, assigns and otherwise commits to Buyer all available Capacity Attributes, if any, from the Facility, at no material expense to Seller.

**3.8 Reserved.**

**3.9 CEC Certification and Verification.** Seller shall take all necessary steps including, but not limited to, making or supporting timely filings with the CEC to obtain and maintain CEC Certification and Verification for the Facility throughout the Delivery Term, including compliance with all applicable requirements for certified facilities set forth in the current version of the *RPS Eligibility Guidebook* (or its successor). Seller shall obtain CEC Precertification by the Commercial Operation Date. Within thirty (30) days after the Commercial Operation Date, Seller shall apply with the CEC for final CEC Certification and Verification. Within one hundred eighty (180) days after the Commercial Operation Date, Seller shall obtain and maintain throughout the remainder of the Delivery Term the final CEC Certification and Verification. Seller must promptly notify Buyer and the CEC of any changes to the information included in Seller’s application for CEC Certification and Verification for the Facility.

**3.10 Ancillary Services.** Buyer shall have the exclusive rights to all Ancillary Services that the Facility is capable of providing during the Delivery Term, 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 the Facility’s CAISO Certification associated with the Installed 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 without modification of the Facility; *provided*, Buyer shall reimburse Seller for any material costs Seller incurs in connection with conducting such additional CAISO Certification.

### **3.11 California Renewables Portfolio Standard.**

(a) Eligibility. Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource (“**ERR**”) as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project’s output delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC 6].

(b) The term “commercially reasonable efforts” as used in this Section 3.11 means efforts consistent with and subject to Section 3.12. The term “Project” as used in Section 3.11(a) means the Facility.

(c) Transfer of Renewable Energy Credits. Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term 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].

(d) Tracking of RECs in WREGIS. Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract. [STC REC-2].

(e) The term “the contract” as used in Section 3.11(d) means this Agreement.

### **3.12 Compliance Expenditure Cap.**

(a) If a change in Law occurring after the Effective Date has increased Seller’s known or reasonably expected costs to comply with Seller’s obligations under the PPA with respect to obtaining, maintaining, conveying or effectuating Buyer’s use of Green Attributes (any action required to be taken by Seller to comply with such change in law, a “**Compliance Action**”), then the Parties agree that the maximum aggregate amount of the increase in out-of-pocket costs and expenses that Seller shall be required to bear during the Contract Term to comply with all of such obligations shall be [REDACTED] in aggregate over the Contract Term (the “**Compliance Expenditure Cap**”).

(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 (i) 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 “**Accepted Compliance Costs**”), or (ii) waive Seller’s obligation to take such Compliance Actions, or any part thereof for which Buyer has not agreed to reimburse Seller. If Buyer does not respond to a Notice given by Seller under this Section 3.12 within sixty (60) days after Buyer’s receipt of same, Buyer shall be deemed to have waived its rights to require Seller to take the Compliance Actions that are the subject of the Notice, and Seller shall have no further obligation to take, and no liability for any failure to take, these Compliance Actions for the remainder of the Contract Term.

(d) If Buyer agrees to reimburse Seller for the Accepted Compliance Costs, then Seller shall take such Compliance Actions covered by the Accepted Compliance Costs as agreed upon by the Parties and Buyer shall reimburse Seller for Seller’s actual costs to effect the Compliance Actions, not to exceed the Accepted Compliance Costs, within sixty (60) days from the time that Buyer receives an invoice and documentation of such costs from Seller.

**3.13 Project Configuration.** In order to optimize the benefits of the Facility, Buyer and Seller each agree that if requested by the other Party, then Buyer and Seller 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.

**3.14 Buyer’s Re-Sale of Product.** 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, re-sale or remarketing of the Product, or any part of the Product. If Buyer incurs any liability to a Subsequent Purchaser due to the failure of Seller to comply with this Section 3.14, Seller shall be liable to Buyer for the amounts Seller would have owed Buyer under this Agreement if Buyer had not resold the Product.

## ARTICLE 4 OBLIGATIONS AND DELIVERIES

### 4.1 **Delivery.**

(a) **Energy.** 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 Energy to the Delivery Point, including without limitation, Station Use, Electrical



Losses, and any operation and maintenance charges imposed by the Distribution 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 Delivered Energy at and after the Delivery Point, including without limitation transmission and distribution costs and transmission and distribution line losses and imbalance charges, except as otherwise set forth in this Agreement. The Delivered Energy will be scheduled to the CAISO by Buyer (or Buyer's designated Scheduling Coordinator) in accordance with Exhibit D.

(b) Green Attributes. All Green Attributes associated with Test Energy and the Delivered Energy are exclusively dedicated to and vested in Buyer. Seller represents and warrants that Seller holds the rights to all Green Attributes from the Facility, Seller has not sold such Green Attributes to any other person or entity, 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.

#### **4.2 Title and Risk of Loss.**

(a) Energy. Title to and risk of loss related to the Delivered Energy, shall pass and transfer from Seller to Buyer at the Delivery Point. Seller warrants that all Product delivered to Buyer is free and clear of all liens, security interests, claims and encumbrances of any kind.

(b) Green Attributes. Title to and risk of loss related to the Green Attributes shall pass and transfer from Seller to Buyer upon the transfer of such Green Attributes in accordance with WREGIS.

**4.3 Interconnection**. Seller shall be responsible for all costs and charges associated with Interconnection Facilities and Network Upgrades necessitated by the interconnection of the Facility. Seller shall ensure that throughout the Delivery Term (a) the Facility will have an Interconnection Agreement providing for interconnection capacity available or allocable to the Facility that is no less than the Dedicated Interconnection Capacity and (b) Seller shall have sufficient interconnection capacity and rights under such Interconnection Agreement to interconnect the Facility with the CAISO-controlled grid, to fulfill Seller's obligations under the Agreement and to allow Buyer's dispatch rights for the Facility to be fully reflected in the CAISO's market optimization and not result in CAISO market awards that are not physically feasible. Seller shall hold Buyer harmless from any penalties, imbalance energy charges, or other costs from CAISO or under the Agreement resulting from Seller's inability to provide the foregoing interconnection capacity.

**4.4 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) Annual Forecast of Energy. No less than forty-five (45) days before (i) the first day of the first Contract Year of the Delivery Term and (ii) the beginning of each calendar year for every subsequent Contract Year during the Delivery Term, Seller shall provide to Buyer and the SC (if applicable) a non-binding forecast of each month's average-day Expected Energy,

by hour, for the following calendar year in a form substantially similar to the table found in Exhibit F-1, or in such other form as reasonably requested by Buyer.

(b) Reserved.

(c) Reserved.

(d) Reserved.

(e) Forced Facility Outages. 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) Reserved.

(g) CAISO Tariff Requirements. 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 (as such terms are defined in the CAISO Tariff), 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.

#### **4.5 Dispatch Down/Curtailment.**

(a) General. Seller agrees to reduce the amount of Delivered Energy produced by the Facility, by the amount and for the period set forth in any Curtailment Order, Buyer Curtailment Order, or notice received from CAISO in respect of a Buyer Bid Curtailment; *provided*, Seller is not required to reduce such amount to the extent it is inconsistent with the limitations of the Facility.

(b) Buyer Curtailment. Buyer shall have the right to order Seller to curtail deliveries of Energy through Buyer Curtailment Orders, provided that Buyer shall pay Seller for all Deemed Delivered Energy associated with a Buyer Curtailment Period at the Renewable Rate and, if applicable, the PTC Amount, in accordance with Exhibit C.

(c) Failure to Comply. If Seller fails to comply with a Buyer Curtailment Order, Buyer Bid Curtailment or Curtailment Order, then, for each MWh of Delivered 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) Seller Equipment Required for Operating Instruction Communications. Seller shall acquire, install, and maintain such facilities, communications links and other equipment, and implement such protocols and practices, as necessary to respond 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 take the steps necessary to become compliant as soon as reasonably possible. Seller shall be liable pursuant to Section 4.5(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 then-current 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. The Parties shall cooperate in good faith to agree upon a Communications Protocol for the Facility at least thirty (30) days prior to the earlier of the Guaranteed Commercial Operation Date or the Expected Commercial Operation Date. Upon request of a Party during the Delivery Term, the Parties shall cooperate in good faith to agree on reasonable changes to the Communications Protocol.

#### **4.6 Outages.**

(a) Planned Outage. On no less than thirty (30) days advance Notice to Buyer, Seller shall schedule all Planned Outages within the time period determined by the CAISO for the Facility to qualify for an "Approved Maintenance Outage" under the CAISO Tariff and Seller shall reimburse Buyer for any cost Buyer incurs in connection therewith. 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) No Planned Outages During Summer Months. Notwithstanding anything in this Agreement to the contrary, 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 Transmission Provider and/or each other applicable Governmental Authority, or (v) the Parties agree otherwise in writing. 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) Notice of Unplanned Outages. Seller shall notify Buyer by telephoning Buyer's Scheduling Coordinator no later than ten (10) minutes following 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.

(d) Inspection. 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.

(e) Reports of Outages. 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.

**4.7 Guaranteed Energy Production**. During each Performance Measurement Period, Seller shall deliver to Buyer an amount of Adjusted Energy Production, not including any Excess MWh, equal to no less than the Guaranteed Energy Production. If Seller fails to achieve the Guaranteed Energy Production amount in any Performance Measurement Period, Seller shall pay Buyer damages calculated in accordance with Exhibit G ("GEP Damages"); *provided*, with the prior consent of Buyer, Seller may provide Replacement Product (as defined in Exhibit G) delivered to Buyer at SP 15 EZ Gen Hub under a Day-Ahead Schedule as an IST within ninety (90) days after the conclusion of the applicable Performance Measurement Period (i) upon a schedule reasonably acceptable to Buyer, (ii) provided that such deliveries do not impose additional costs upon Buyer for which Seller refuses to provide reimbursement, and (iii) not to exceed XX percent (XX%) of the Expected Energy for the previous Contract Year.

**4.8 WREGIS**. 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 Delivered 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 ("Seller's WREGIS Account"), which Seller shall maintain until the end of the Delivery Term. Seller shall transfer the WREGIS Certificates using "Recurring Certificate Transfers" (as described in the WREGIS Operating Rules) from Seller's WREGIS Account to the WREGIS account(s) of Buyer or the account(s) of a designee that Buyer identifies by Notice to Seller ("Buyer's WREGIS Account"). Seller shall be responsible for all expenses associated with registering the Facility with WREGIS, establishing and maintaining Seller's WREGIS Account, paying WREGIS Certificate issuance and transfer fees, and transferring WREGIS Certificates from Seller's WREGIS Account to Buyer's WREGIS Account.

CONFIDENTIAL  
EXECUTION VERSION

(b) Seller shall cause Recurring 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 Delivered 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 Delivered Energy, for such calendar month as evidenced by the Facility's metered data.

(d) Due to the ninety (90) day delay in the creation of WREGIS Certificates relative to the timing of invoice payment under Section 8.2, Buyer shall make an invoice payment for a given month in accordance with Section 8.2 before the WREGIS Certificates for such month are formally transferred to Buyer in accordance with the WREGIS Operating Rules and this Section 4.8. 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 Delivered 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 Delivered 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) 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 4.8 after the Effective Date, or (ii) the CEC modifies its *RPS Eligibility Guidebook* to enable the full amount of Delivered Energy to generate WREGIS Certificates, the Parties promptly shall modify this Section 4.8 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 Facility in the same calendar month.

**4.9 Green-E Certification.** Upon request of Buyer, Seller shall submit, a Green-e® Energy Tracking Attestation Form ("**Attestation**") for Product delivered under this Agreement to the Center for Resource Solutions ("**CRS**") at <https://www.tfaforms.com/4652008> or its successor. 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 Delivered Energy was generated, whichever is later.

## ARTICLE 5 TAXES AND ENVIRONMENTAL COSTS

**5.1 Allocation of Taxes and Charges.** Seller shall pay or cause to be paid all Taxes on or with respect to the Facility or on or with respect to the sale and making available of Product to Buyer, that are imposed on Product prior to its delivery to Buyer at the time and place contemplated under this Agreement. Buyer shall pay or cause to be paid all Taxes on or with respect to the delivery to and purchase by Buyer of Product that are imposed on Product at and after its delivery to Buyer at the time and place contemplated under this Agreement (other than withholding or other Taxes imposed on Seller's income, revenue, receipts or employees), if 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.

**5.2 Cooperation.** Each Party shall use reasonable efforts to implement the provisions of and administer this Agreement in accordance with the intent of the Parties to minimize all Taxes, so long as no Party is materially adversely affected by such efforts. The Parties shall cooperate to minimize Tax exposure; *provided, 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.

**5.3 Environmental Costs.** Seller shall be solely responsible for:

- (a) All Environmental Costs;
- (b) All taxes, charges or fees imposed on the Facility or Seller by a Governmental Authority for Greenhouse Gas emitted by or attributable to the Facility during the Delivery Term;
- (c) Seller's obligations listed under "Compliance Obligation" in the GHG Regulations; and
- (d) All other costs associated with the implementation and regulation of Greenhouse Gas emissions (whether in accordance with the California Global Warming Solutions Act of 2006, Assembly Bill 32 (2006) and the regulations promulgated thereunder, including the GHG Regulations, or any other federal, state or local legislation to offset or reduce any Greenhouse Gas emissions implemented and regulated by a Governmental Authority) with respect to the Facility and/or Seller.

## ARTICLE 6 OPERATION AND MAINTENANCE OF THE FACILITY

### 6.1 Operation and Maintenance of the Facility.

(a) Seller shall comply with Law and Prudent Operating Practice and be solely responsible for the operation, inspection, maintenance and repair of the Facility, and any portion thereof, the generation and sale of Product, all Environmental Costs and the disposal and recycling of any equipment associated with the Facility, including solar panels 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.

(b) Seller shall promptly make all necessary repairs to the Facility and 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.

(c) 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 ("**Automated Dispatches**"). 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.

(d) Seller shall maintain a daily operations log for the Facility which shall include but not be limited to information on Energy 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 6.1(c) shall be provided to Buyer within fifteen (15) days of Buyer's request.

(e) Seller shall maintain and make available to Buyer records, including logbooks, demonstrating that the Facility is operated in accordance with Prudent Operating Practices. Seller shall comply with all reporting requirements and permit on-site audits, investigations, tests and inspections permitted or required under any Prudent Operating Practices.

**6.2 Maintenance of Health and Safety.** Seller shall take reasonable safety precautions with respect to the operation, maintenance, repair and replacement of the Facility. If Seller becomes aware of any circumstances relating to the Facility that create an imminent risk of damage or injury to any Person or any Person's property, Seller shall take prompt action to prevent such damage or injury and shall give Notice to Buyer's emergency contact identified on Exhibit N 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 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 Distribution Provider, Seller's Affiliates, and/or third parties. Seller agrees that any agreements regarding Shared Facilities (a) 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, (b) shall provide for separate metering and a separate CAISO Resource ID for the Facility, (c) 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 (d) shall provide that any curtailment of the full capacity of Shared Facilities that is ordered by the Distribution 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 Metering.** Seller shall measure the amount of Delivered 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 O, 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, to the extent such meter data and related meters are not the subject of a CAISO-approved SQMD Plan for the Facility. Seller and Buyer shall cooperate to allow both Parties to retrieve the meter reads from the CAISO Market Results Interface - Settlements (MRI-S) website and/or directly from the CAISO meter(s) at the Facility, to the extent such meter data and related meters are not the subject of a CAISO-approved SQMD Plan for the Facility.

**7.2 Meter Verification.** Seller shall 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 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 (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 Delivered Energy and Replacement Product delivered to Buyer (if any); (ii) Seller's calculation of Deemed Delivered Energy, Lost Output, and Adjusted Energy Production; (iii) the LMP prices at the Delivery Point for each Settlement Period; and (iv) the Contract Price applicable to such Product and Seller's calculation of the Monthly Product Payment due from Buyer, calculated in accordance with Exhibit C; (b) include 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.** Payment for undisputed invoice amounts shall be made by wire transfer or ACH payment to the bank account set forth on Exhibit N by the later of thirty (30) days of receipt of the invoices or the end of the prior month delivery period; *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 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 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 Invoice Adjustments.** 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 (c) there have been meter inaccuracies; provided, however, that there shall be no adjustments to prior invoices based upon meter inaccuracies except 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 Netting of Payments.** The Parties hereby agree that they shall discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts owed by each Party to the other Party for the purchase and sale of Product during the monthly billing period under this Agreement or otherwise arising out of this Agreement, including any related damages calculated pursuant to Exhibits B and G, interest, and payments or credits, shall be netted so that only the excess amount remaining due shall be paid by the Party who owes it.

**8.7 Seller's Development Security.** To secure its obligations under this Agreement, Seller shall deliver Development Security to Buyer in accordance with the terms of the Framework Agreement. Seller shall maintain the Development Security in full force and effect and Seller shall within ten (10) Business Days after any draw thereon replenish the Development Security in the event Buyer collects or draws down any portion of the Development Security for any reason

permitted under this Agreement other than to satisfy a Damage Payment or a Termination Payment. Upon the earlier of (a) Seller's delivery of the Performance Security, or (b) sixty (60) days after termination of this Agreement, Buyer shall return the Development Security to Seller, less the amounts drawn in accordance with this Agreement. If 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; *provided, however*, if Seller has failed to provide Beneficiary with a substitute Letter of Credit or other acceptable instrument within thirty (30) days prior to such expiration date, Buyer shall have the right to draw on the full amount of the Letter of Credit.

**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. Seller shall maintain the Performance Security in full force and effect, and Seller shall within ten (10) Business Days after any draw thereon replenish the Performance Security in the event Buyer collects or draws down any portion of the Performance Security for any reason permitted under this Agreement other than to satisfy a Termination Payment, until the following have occurred: (a) the Delivery Term has expired or terminated early; and (b) all payment obligations of Seller 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; *provided, however*, if Seller has failed to provide Beneficiary with a substitute Letter of Credit or other acceptable instrument within thirty (30) days prior to such expiration date, Buyer shall have the right to draw on the full amount of the Letter of Credit.

**8.9 First Priority Security Interest in Cash or Cash Equivalent Collateral**. To secure its obligations under this Agreement, and until released as provided herein, Seller hereby grants to Buyer a present and continuing first-priority security interest ("**Security Interest**") in, and lien on (and right to net against), and assignment of the Development Security, Performance Security, any other cash collateral and cash equivalent collateral posted pursuant to Sections 8.7 and 8.8 and any and all interest thereon or proceeds resulting therefrom or from the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of Buyer, and Seller agrees to take all action as Buyer reasonably requires in order to perfect Buyer's Security Interest in, and lien on (and right to net against), such collateral and any and all proceeds resulting therefrom or from the liquidation thereof.

Upon or any time after the occurrence of an Event of Default caused by Seller, an Early

CONFIDENTIAL  
EXECUTION VERSION

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.

**ARTICLE 9**  
**NOTICES**

**9.1 Addresses for the Delivery of Notices.** Any Notice required, permitted, or contemplated hereunder shall be in writing, shall be addressed to the Party to be notified at the address set forth in Exhibit N or at such other address or addresses as a Party may designate for itself from time to time by Notice hereunder.

**9.2 Acceptable Means of Delivering Notice.** Each Notice required, permitted, or contemplated hereunder shall be deemed to have been validly served, given or delivered as follows:

(a) if sent by United States mail with proper first-class postage prepaid, three (3) Business Days following the date of the postmark on the envelope in which such Notice was deposited in the United States mail;

(b) if sent by a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement with such carrier made for the payment of such fees, the next Business Day after the same is delivered by the sending Party to such carrier;

(c) if sent by electronic communication (including electronic mail or other electronic means) 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 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) **“Force Majeure Event”** means any act or event that delays or prevents a Party from timely performing all or a portion of its obligations under this Agreement or from complying with all or a portion of the conditions under this Agreement if such act or event, despite the exercise of commercially reasonable efforts, cannot be avoided by and is beyond the reasonable control (whether direct or indirect) of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance, or noncompliance.

(b) Without limiting the generality of the foregoing, so long as the following events, despite the exercise of reasonable efforts, cannot be avoided by, and are beyond the reasonable control (whether direct or indirect) of and without the fault or negligence of the Party relying thereon as justification for such delay, nonperformance or noncompliance, a Force Majeure Event of the type described in the foregoing clause may include an act of God or the elements, such as flooding, lightning, hail, hurricanes, tornadoes, or ice storms; explosion; fire; volcanic eruption; flood; epidemic (including but not limited to the COVID-19 epidemic), pandemics; landslide; mudslide; sabotage; terrorism; earthquake; or other cataclysmic events; an act of public enemy; war; blockade; civil insurrection; riot, or; civil disturbance.

(c) Notwithstanding the foregoing, a “Force Majeure Event” of the type described in the foregoing paragraph does not include (i) economic conditions 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, Buyer’s ability to buy the Product at a lower price, or Seller’s ability to sell Product or any component thereof, 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 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 Period, except to the extent such Curtailment Period 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 except to the extent such inability is caused by a Force Majeure Event; (vi) a strike, work stoppage or labor dispute limited only to any one or more of Seller, Seller’s Affiliates, Seller’s contractors, their subcontractors thereof or any other third party employed by Seller to work on the Facility; (vii) any equipment failure except if such equipment failure is caused by a Force Majeure Event; or (viii) events otherwise constituting a Force Majeure Event that prevent Seller from achieving Commercial Operation of the Facility, except to the extent expressly permitted as an extension pursuant to the Development Cure Period under this Agreement; or (x) any action or inaction by any third party, including Distribution Provider, that delays or prevents the approval, construction or placement in

service of any Interconnection Facilities or Reliability Network Upgrades, except to the extent caused by a Force Majeure Event.

**10.2 No Liability If a Force Majeure Event Occurs.** Except as provided in Section 4 of Exhibit B, neither Seller nor Buyer shall be liable to the other Party in the event it is prevented from performing its obligations hereunder in whole or in part due to a Force Majeure Event. The Party rendered unable to fulfill any obligation by reason of a Force Majeure Event shall take reasonable actions necessary to remove such inability with due speed and diligence. Nothing herein shall be construed as permitting that Party to continue to fail to perform after said cause has been removed. 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 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 (b) 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.

**10.3 Notice of Force Majeure Event.** Within seven (7) Business Days of the claiming Party's awareness of the impact of a 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 Force Majeure Event, the claiming Party shall provide the other Party with Notice describing in detail the particulars of the occurrence giving rise to the Force Majeure claim, 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 as described in the preceding sentence constitutes a waiver of a Force Majeure. 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.

**10.4 Termination Following Force Majeure Event.** 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 Notice to the other Party. Upon any such termination, neither Party shall have any further liability to the other Party, save and except for those obligations specified in Section 2.1(c), and Buyer shall promptly return to Seller any Performance Security then held by Buyer, less any amounts drawn in accordance with this Agreement.

**ARTICLE 11**  
**DEFAULTS; REMEDIES; TERMINATION**

**11.1 Events of Default.** An “**Event of Default**” shall mean,

(a) with respect to a Party (the “**Defaulting Party**”) that is subject to the Event of Default, the occurrence of any of the following:

(i) the failure by such Party to make, when due, any payment required pursuant to this Agreement and such failure is not remedied within ten (10) Business Days after Notice thereof;

(ii) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated, and such default is not remedied within thirty (30) days after Notice thereof (or such longer additional period, not to exceed an additional sixty (60) days, if the Defaulting Party is unable to remedy such default within such initial thirty (30)-day period despite exercising commercially reasonable efforts);

(iii) the failure by such Party to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default set forth in this Section 11.1; and except for (A) failures related to the Adjusted Energy Production that do not trigger the provisions of Section 11.1(b)(vi), (vii), and (viii), the exclusive remedies for which are set forth in Section 4.9 and Exhibit G 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 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.

(b) with respect to Seller as the Defaulting Party, the occurrence of any of the following:

(i) if at any time, Seller delivers or attempts to deliver Energy to the Delivery Point for sale under this Agreement that was not generated or discharged by the Facility, 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(d) of Exhibit B, a Development Cure

CONFIDENTIAL  
EXECUTION VERSION

Period pursuant to Section 4 of Exhibit B, an update to the Guaranteed Commercial Operation Date pursuant to Section 2(a) of Exhibit B, and/or an Additional COD Delay;

(iii) if not remedied within ten (10) days after Notice thereof, the failure by Seller to deliver a Remedial Action Plan within the timeframe set forth in Section 2.4 that demonstrates a reasonable plan for completing the Facility by the Guaranteed Commercial Operation Date;;

(iv) the failure by Seller to achieve Construction Start on or before the Guaranteed Construction Start Date, as such date may be extended by Seller's payment of Construction Delay Damages pursuant to Section 1(b) of Exhibit B, a Development Cure Period pursuant to Section 4 of Exhibit B, and/or an update to the Guaranteed Construction Start Date pursuant to Section 2(a) of Exhibit B;

(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;

(vi) if, in any consecutive six (6) month period after the Commercial Operation Date, the Adjusted Energy Production amount (calculated in accordance with Exhibit G) for such period is not at least ten percent (10%) of the Expected Energy amount for such period, and Seller fails to (A) deliver to Buyer within ten (10) Business Days after Notice from Buyer a plan or report developed by Seller that describes the cause of the failure to meet the ten percent (10%) and the actions that Seller has taken, is taking, or proposes to take in an effort to cure such condition along with the written confirmation of a Licensed Professional Engineer that such plan or report is in accordance with Prudent Operating Practices and capable of cure within a reasonable period of time, not to exceed one-hundred eighty (180) days ("**Cure Plan**") and (B) complete such Cure Plan in all material respects as set forth therein, including within the timeframe set forth therein;

(vii) if, beginning in the second Contract Year, the Adjusted Energy Production amount (calculated in accordance with Exhibit G) in such Contract Year is not at least fifty percent (50%) of the Expected Energy amount for such Contract Year;

(viii) if, in any two (2) consecutive Contract Year period during the Delivery Term, the Adjusted Energy Production amount (calculated in accordance with Exhibit G) is not at least sixty-five percent (65%) of the Expected Energy amount in each Contract Year;

(ix) 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;

(x) 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



CONFIDENTIAL  
EXECUTION VERSION

Credit from a different issuer meeting the criteria set forth in the definition of Letter of Credit, in each case, in the amount required hereunder within ten (10) Business Days after Seller receives Notice of the occurrence of any of the following events:

- (A) the issuer of the outstanding Letter of Credit shall fail to maintain a Credit Rating of at least A- by S&P or A3 by Moody's;
- (B) the issuer of such Letter of Credit becomes Bankrupt;
- (C) the issuer of the outstanding Letter of Credit shall fail to comply with or perform its obligations under such Letter of Credit and such failure shall be continuing after the lapse of any applicable grace period permitted under such Letter of Credit;
- (D) the issuer of the outstanding Letter of Credit shall fail to honor a properly documented request to draw on such Letter of Credit;
- (E) the issuer of the outstanding Letter of Credit shall disaffirm, disclaim, repudiate or reject, in whole or in part, or challenge the validity of, such Letter of Credit;
- (F) such Letter of Credit fails or ceases to be in full force and effect at any time; or
- (G) Seller shall fail to renew or cause the renewal of each outstanding Letter of Credit on a timely basis as provided in the relevant Letter of Credit and as provided in accordance with this Agreement, and in no event less than sixty (60) days prior to the expiration of the outstanding Letter of Credit.

**11.2 Remedies; Declaration of Early Termination Date.** If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the other Party ("**Non-Defaulting Party**") shall have the following rights:

- (a) to send Notice, designating a day, no earlier than the day such Notice is deemed to be received and no later than twenty (20) days after such Notice is deemed to be received, as an early termination date of this Agreement ("**Early Termination Date**") that terminates this Agreement (the "**Terminated Transaction**") and ends the Delivery Term effective as of the Early Termination Date;
- (b) to accelerate all amounts owing between the Parties, and to collect as liquidated damages (i) the Damage Payment, or (ii) the Termination Payment, as applicable, 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, 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.

**11.3 Damage Payment; Termination Payment.** If an Early Termination Date has been declared, the Non-Defaulting Party shall calculate, in a commercially reasonable manner, the Damage Payment or Termination Payment, as applicable, in accordance with this Section 11.3.

(a) Damage Payment Prior to Commercial Operation Date. If the Early Termination Date occurs before the Commercial Operation Date, then the Damage Payment shall be calculated in accordance with this Section 11.3(a).

(i) If Seller is the Defaulting Party, then the Damage Payment shall be owed to Buyer and shall be a dollar amount that equals the entire amount of the Development Security plus, if the Development Security is posted as cash, any interest accrued thereon. Buyer shall be entitled to immediately retain for its own benefit those funds held as Development Security and any interest accrued thereon if the Development Security is posted as cash, and any amount of Development Security that Seller has not yet posted with Buyer shall be immediately due and payable by Seller to Buyer. There will be no amounts owed to Seller. The Parties agree that Buyer's damages in the event of an Early Termination Date prior to the Commercial Operation Date caused by Seller's 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. Notwithstanding anything in this Agreement to the contrary, Seller's aggregate liability arising prior to COD shall be subject to the limits set forth in Exhibit B, Section 3.

(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.

(b) Termination Payment. On or After the Commercial Operation Date. The payment owed by the Defaulting Party to the Non-Defaulting Party for a Terminated Transaction occurring after the Commercial Operation Date ("**Termination Payment**") shall be the aggregate of all Settlement Amounts plus any and all other amounts due to or from the Non-Defaulting Party

(as of the Early Termination Date) netted into a single amount. The Non-Defaulting Party shall calculate, in a commercially reasonable manner, a Settlement Amount for the Terminated Transaction as of the Early Termination Date. Third parties supplying information for purposes of the calculation of Gains or Losses may include, without limitation, dealers in the relevant markets, end-users of the relevant product, information vendors and other sources of market information. The Settlement Amount shall not include consequential, incidental, punitive, exemplary, indirect or business interruption damages. Without prejudice to the Non-Defaulting Party's duty to mitigate, the Non-Defaulting Party shall not have to enter into replacement transactions to establish a Settlement Amount. Each Party agrees and acknowledges that (i) the actual damages that the Non-Defaulting Party would incur in connection with a Terminated Transaction would be difficult or impossible to predict with certainty, (ii) the Termination Payment described in this Section 11.3(b) is a reasonable and appropriate approximation of such damages, and (iii) the Termination Payment described in this Section 11.3(b) is the exclusive remedy of the Non-Defaulting Party in connection with a Terminated Transaction but shall not otherwise act to limit any of the Non-Defaulting Party's rights or remedies if the Non-Defaulting Party does not elect a Terminated Transaction as its remedy for an Event of Default by the Defaulting Party.

**11.4 Notice of Payment of Termination Payment or Damage Payment.** As soon as practicable after a Terminated Transaction, but in no event later than sixty (60) days after the Early Termination Date (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 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 the Early 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) and Buyer fails

to accept such offer within forty-five (45) days of Buyer's receipt thereof. Neither Seller nor Seller's Affiliates may sell or transfer the Facility, or any part thereof, or land rights or interests in the Site (including the interconnection queue position of the Facility) so long as the limitations contained in this Section 11.6 apply, unless the transferee agrees to be bound by the terms set forth in this Section 11.6 pursuant to a written agreement approved by Buyer. Seller shall indemnify and hold Buyer harmless from all benefits lost and other damages sustained by Buyer as a result of any breach by Seller of its covenants contained within this Section 11.6.

**11.7 Rights And Remedies Are Cumulative.** Except where 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.

**11.8 Mitigation.** Any Non-Defaulting Party shall be obligated to use commercially reasonable efforts to mitigate its Costs, Losses and damages resulting from any Event of Default of the other Party under this Agreement.

**11.9**



## ARTICLE 12 LIMITATION OF LIABILITY AND EXCLUSION OF WARRANTIES.

**12.1 No Consequential Damages.** 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, OR (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, BY STATUTE, IN TORT OR CONTRACT.

**12.2 Waiver and Exclusion of Other Damages.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. ALL LIMITATIONS OF LIABILITY CONTAINED IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE PERTAINING TO SELLER'S LIMITATION OF LIABILITY AND THE PARTIES' WAIVER OF CONSEQUENTIAL DAMAGES, SHALL APPLY EVEN IF THE REMEDIES FOR BREACH OF WARRANTY PROVIDED IN THIS AGREEMENT ARE DEEMED TO "FAIL OF THEIR ESSENTIAL PURPOSE" OR ARE OTHERWISE HELD TO BE INVALID OR UNENFORCEABLE.

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS AND EXCLUSIVE REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED.

IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES ONLY. THE VALUE OF ANY TAX CREDITS, DETERMINED ON AN AFTER-TAX BASIS, LOST DUE TO BUYER'S DEFAULT (WHICH SELLER HAS NOT BEEN ABLE TO MITIGATE AFTER USE OF REASONABLE EFFORTS) AND AMOUNTS DUE IN CONNECTION WITH THE RECAPTURE OF TAX CREDITS, IF ANY, SHALL BE DEEMED TO BE DIRECT DAMAGES. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, INCLUDING UNDER SECTIONS 4.7, 11.2, 11.3, 11.9 AND AS PROVIDED IN EXHIBIT B AND EXHIBIT G, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT, AND THAT THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE ANTICIPATED HARM OR LOSS. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. THE PARTIES HEREBY WAIVE ANY RIGHT TO CONTEST SUCH PAYMENTS AS AN UNREASONABLE PENALTY.

THE PARTIES ACKNOWLEDGE AND AGREE THAT MONEY DAMAGES AND THE EXPRESS REMEDIES PROVIDED FOR HEREIN ARE AN ADEQUATE REMEDY FOR THE BREACH BY THE OTHER OF THE TERMS OF THIS AGREEMENT, AND EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO SPECIFIC PERFORMANCE WITH RESPECT TO ANY OBLIGATION OF THE OTHER PARTY UNDER THIS AGREEMENT.

**ARTICLE 13**  
**REPRESENTATIONS AND WARRANTIES; AUTHORITY**

**13.1 Seller's Representations and Warranties.** As of the Effective Date, Seller represents and warrants as follows:

(a) Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, and is qualified to conduct business in 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 will be located in the State of California.

(f) Seller shall maintain Site Control throughout the Delivery Term.

(g) 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, if applicable.

**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

CONFIDENTIAL  
EXECUTION VERSION

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, 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 (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 (California Government Code Section 810 et seq.).

**13.3 General Covenants.** Each Party covenants that commencing on the Effective Date and continuing throughout the Contract Term:

(a) It shall continue to be duly organized, validly existing and in good standing under the Laws of the jurisdiction of its formation and to be qualified to conduct business in 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 Seller's Covenants.** Seller covenants that commencing on the Effective Date and continuing throughout the Contract Term:

(a) Seller shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations and orders and decrees of any courts or administrative bodies or tribunals, including, without limitation, employment discrimination and prevailing wage laws.

(b) 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. 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.

(c) Seller shall use commercially reasonable efforts to (i) use local labor and providing prevailing wage and hiring from San Diego-based apprenticeship programs, with an emphasis on hyper-local programs near the Facility, and (ii) ensure that all sanitation, equipment rental, and waste services are provided by local companies and will work with community-based organizations to ensure that all RFPs are posted to local boards and released in appropriate community newsletters.

**13.5 Supplier Diversity.** Seller acknowledges that Buyer will, from time to time, request voluntary disclosure of Seller's certification status with the CPUC Supplier 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.

## 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. 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. 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 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 Collateral Assignment.** Subject to the provisions of this Section 14.2, Seller has the right to assign this Agreement as collateral for any financing or refinancing of the Facility. In connection with any financing or refinancing of the Facility by Seller, 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 ("**Collateral Assignment Agreement**"). Each Collateral Assignment Agreement must be in form and substance agreed to by Buyer, Seller and the applicable Lender, such agreement not to be unreasonably withheld. Buyer will not be subject to obligations under more than one Collateral Assignment Agreement at any time. The Collateral Assignment Agreement must include, among others, the following provisions unless otherwise agreed to by Buyer, Seller and the applicable Lender:

(d) 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;

(e) Lender will have the right to cure an Event of Default on behalf of Seller if Lender sends a written notice to Buyer before the later of (i) the expiration of any cure period, and (ii) five (5) 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 such Event of Default within the cure period under this Agreement and any additional cure periods agreed in the Collateral Assignment Agreement up to a maximum of ninety (90) days (or, in the event of a bankruptcy of Seller or any foreclosure or similar proceeding if required by Lender to cure any Event of Default, an additional reasonable period of time to complete such proceedings and effect such cure not to exceed one hundred eighty (180) days without the written consent of Buyer, which consent shall not be unreasonably withheld), provided that if Lender is prohibited by any court order or bankruptcy or insolvency proceedings from curing the Event of Default or from commencing or prosecuting foreclosure proceedings, the foregoing time periods shall be extended by the period of such prohibition

(f) Following an Event of Default by Seller under this Agreement, Buyer may require Seller (or Lender, if Lender has provided the notice set forth in subsection (b) above) 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

CONFIDENTIAL  
EXECUTION VERSION

(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 ten (10) Business 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;

(g) Lender will have the right to consent before any termination of this Agreement which does not arise out of an Event of Default;

(h) 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;

(i) 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 (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 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;

(j) If Lender elects to transfer this Agreement, then Lender must cause the transferee to assume all of Seller's obligations arising under this Agreement arising after the date of such assumption as a condition of the sale or transfer. Such sale or transfer may be made only to an entity that meets the definition of Permitted Transferee;

(k) 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 otherwise terminated in connection therewith, Lender shall have the right to elect within thirty (30) days after such rejection or termination, to cause Buyer to enter into a replacement agreement with Seller having the same terms as this Agreement for the remaining term thereof, 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, 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 shall be approved by Buyer, not to be unreasonably withheld; and

(l) The Parties shall negotiate any Collateral Assignment Agreement in good faith, including variations to the provisions set forth in this Section 14.2, and to the extent the Collateral Assignment Agreement executed by Buyer and Lender varies from such provisions, the terms of such Collateral Assignment Agreement shall be controlling. In addition, Buyer shall cooperate with Seller or any Lender to execute or arrange for delivery of estoppels reasonably requested by Seller or Lender.

#### **14.3 Permitted Assignment by Seller.**

(a) Except as may be precluded by, or would cause Buyer to be in violation of the Political Reform Act (California Government Code Section 81000 et seq.) or the regulations thereto, California Section 1090, or any other conflict of interest Law, 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 Portfolio Financing.** Buyer agrees and acknowledges that Seller may elect to finance all or any portion of the Facility or the Interconnection Facilities or the Shared Facilities (a) utilizing tax equity investment, and/or (b) 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 Permitted Assignment by Buyer.** Buyer may make a limited assignment, including in connection with a municipal prepayment transaction, to an entity with an Investment Grade Credit Rating ("**Limited Assignee**") of Buyer's right to receive Product and Buyer's obligation to make payments to Seller, subject to execution of an 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. Buyer may make such assignment by delivering Notice upon not less than thirty (30) days prior to such proposed assignment. Subject to the foregoing, Seller agrees to (i) comply with 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 Governing Law; Venue.**

(a) 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. [STC 17].

(b) For avoidance of doubt, although "agreement" is not capitalized in Section 15.1(a), the parties intend for "agreement" to mean this Agreement, and for "party" and "parties" to refer to the Party and Parties as set forth in the preamble to this Agreement.

(c) The Parties agree that any suit, action or other legal proceeding by or against any Party with respect to or arising out of this Agreement shall be brought in the federal or state courts of the State of California sitting in the County of San Diego.

**15.2 Dispute Resolution.** In the event of any dispute arising under this Agreement, within ten (10) days following the receipt of a Notice from either Party identifying such dispute, the Parties shall meet, negotiate and attempt, in good faith, to resolve the dispute quickly, informally and inexpensively. If the Parties are unable to resolve a dispute arising hereunder within the earlier of either thirty (30) days of initiating such discussions, or within forty (40) days after Notice of the dispute, the Parties shall submit the dispute to mediation prior to seeking any and all remedies available to them 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 Attorneys' Fees.** In any proceeding brought to enforce this Agreement or because of the breach by any Party of any covenant or condition herein contained, the prevailing Party shall be entitled to reasonable attorneys' fees (including reasonably allocated fees of in-house counsel) in addition to court costs and any and all other costs recoverable in said action.

## ARTICLE 16 INDEMNIFICATION

### 16.1 Indemnification.

(a) Each Party (the "**Indemnifying Party**") agrees to indemnify, defend and hold harmless the other Party and its Affiliates, directors, officers, employees and agents (collectively, the "**Indemnified Party**") from and against all claims, demands, losses, liabilities, penalties, and expenses (including reasonable attorneys' fees) (i) for personal injury or death to Persons and damage to the property of any third party to the extent arising out of, resulting from, or caused by the negligent or willful misconduct of the Indemnifying Party, its Affiliates, its directors, officers, employees, or agents, or (ii) for third-party claims resulting from the Indemnifying Party's breach (including inaccuracy of any representation of warranty made hereunder), performance or non-performance of its obligations under this Agreement ("**Indemnifiable Losses**").

(b) 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.

(c) Nothing in this Section 16.1 shall enlarge or relieve Seller or Buyer of any liability to the other for any breach of this Agreement. Neither Party shall be indemnified for its damages resulting from its sole negligence, intentional acts, or willful misconduct. These indemnity provisions shall not be construed to relieve any insurer of its obligations to pay claims consistent with the provisions of a valid insurance policy.

**16.2 Claims.** Promptly after receipt by a Party of any claim or Notice of the commencement of any action, administrative, or legal proceeding, or investigation as to which the indemnity provided for in this Article 16 may apply, the Indemnified Party shall notify the Indemnifying Party in writing of such fact. The Indemnifying Party shall assume the defense thereof with counsel designated by the Indemnifying Party and satisfactory to the Indemnified

Party, *provided*, if the defendants in any such action include both the Indemnified Party and the Indemnifying Party and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to, or inconsistent with, those available to the Indemnifying Party, the Indemnified Party shall have the right to select and be represented by separate counsel, at the Indemnifying Party's expense, unless a liability insurer is willing to pay such costs. If the Indemnifying Party fails to assume the defense of a claim meriting indemnification, the Indemnified Party may at the expense of the Indemnifying Party contest, settle, or pay such claim, *provided* that settlement or full payment of any such claim may be made only following consent of the Indemnifying Party or, absent such consent, written opinion of the Indemnified Party's counsel that such claim is meritorious or warrants settlement. Except as otherwise provided in this Article 16, in the event that a Party is obligated to indemnify and hold the other Party and its successors and assigns harmless under this Article 16, the amount owing to the Indemnified Party will be the amount of the Indemnified Party's damages net of any insurance proceeds received by the Indemnified Party following a reasonable effort by the Indemnified Party to obtain such insurance proceeds.

## ARTICLE 17 INSURANCE

### 17.1 Insurance.

(a) General Liability. Seller shall maintain, or cause to be maintained at its sole expense, (i) commercial general liability insurance, including products and completed operations and personal injury insurance, in a minimum amount of 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.

(b) Employer's Liability Insurance. Seller, if it has employees, shall maintain Employers' Liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) for injury or death occurring as a result of each accident. With regard to bodily injury by disease, the One Million Dollar (\$1,000,000) policy limit will apply to each employee.

(c) Workers Compensation Insurance. Seller, if it has employees, shall also maintain at all times during the Contract Term workers' compensation and employers' liability insurance coverage in accordance with applicable requirements of California Law.

(d) Business Auto Insurance. Seller shall maintain at all times during the Contract Term business auto insurance for bodily injury and property damage with limits of One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of Seller's use of all owned (if any), non-owned and hired vehicles, including trailers or semi-trailers in the performance of the Agreement and shall name Buyer as additional insured and contain standard cross-liability and severability of interest provisions.

CONFIDENTIAL  
EXECUTION VERSION

(e) Pollution Liability. 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 Two Million Dollars (\$2,000,000) per occurrence and in the aggregate, naming Seller (and Lender if any) as additional named insured.

(f) Construction All-Risk Insurance. Seller shall maintain or cause to be maintained during the construction of the Facility prior to the Commercial Operation Date, construction all-risk form property insurance covering the Facility during such construction periods, and naming Seller (and Lender if any) as the loss payee.

(g) Subcontractor Insurance. Seller shall require all of its subcontractors to carry: (i) comprehensive general liability insurance with a combined single limit of coverage not less than One Million Dollars (\$1,000,000); (ii) workers' compensation insurance and employers' liability coverage in accordance with applicable requirements of Law; and (iii) business auto insurance for bodily injury and property damage with limits of one million dollars (\$1,000,000) per occurrence. All subcontractors shall name Seller as an additional insured to insurance carried pursuant to clauses (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).

(h) Property Insurance. 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) Evidence of Insurance. Within ten (10) days after execution of the Agreement and upon annual renewal thereafter, Seller shall deliver to Buyer certificates of insurance evidencing such coverage; provided that Seller shall not be required to provide evidence of site-specific insurance policies until such time as they are required to be in place as specified in Sections 17.1(f)-(h). 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 workers' 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 Duty to Maintain Confidentiality.**

(b) The Party receiving Confidential Information (the “**Receiving Party**”) from the disclosing Party (the “**Disclosing Party**”) shall not disclose Confidential Information to a third party (other than the Receiving Party’s members, employees, lenders or investors, counsel, accountants, directors or advisors, or any such representatives of a Party’s Affiliates, who have a need to know such information and have agreed to keep such terms confidential) except in order to (a) comply with any applicable Law, regulation, any exchange, control area or independent system operator rule, an order of a court; or regulatory requirement applicable to the Receiving Party, or (b) in order to enforce this Agreement; *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.

(c) 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 (California Government Code Section 7920 *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.

**18.3 Requested 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



CONFIDENTIAL  
EXECUTION VERSION

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.

**18.4 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.

**18.5 Further Permitted Disclosure.** Notwithstanding anything to the contrary in this Article 18, Confidential Information may be disclosed by the Receiving Party to any of its agents, consultants, contractors, trustees, or actual or potential financing parties (including, in the case of Seller, its Lender(s)), so long as such Person to whom Confidential Information is disclosed agrees in writing to be bound by confidentiality provisions that are no less stringent than those in this Article 18 to the same extent as if it were a Party. Seller shall provide written notice to Buyer of any disclosure of Confidential Information pursuant to this Section 18.4, including the identity of the party receiving such Confidential Information.

**18.6 Press Releases.** Neither Party shall issue (or cause its Affiliates to issue) a press release regarding the transactions contemplated by this Agreement unless both Parties have agreed upon the contents of any such press release. A Party's consent shall not be unreasonably withheld, conditioned or delayed.

## ARTICLE 19 MISCELLANEOUS

**19.1 Entire Agreement; Integration; Exhibits.** This Agreement, together with the Cover Sheet and Exhibits attached hereto constitutes the entire agreement and understanding between Seller and Buyer with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits attached hereto are integral parts hereof and are made a part of this Agreement by reference. The headings used herein are for convenience and reference purposes only. In the event of a conflict between the provisions of this Agreement and those of the Cover Sheet or any Exhibit, the provisions of first the Cover Sheet, and then this Agreement shall prevail, and such Exhibit shall be corrected accordingly. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

**19.2 Amendments.** This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Seller and Buyer;

*provided*, that, for the avoidance of doubt, this Agreement may not be amended by electronic mail communications.

**19.3 No Waiver.** Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default.

**19.4 No Agency, Partnership, Joint Venture or Lease.** Seller and the agents and employees of Seller shall, in the performance of this Agreement, act in an independent capacity and not as officers or employees or agents of Buyer. Under this Agreement, Seller and Buyer intend to act as energy seller and energy purchaser, respectively, and do not intend to be treated as, and shall not act as, partners in, co-venturers in or lessor/lessee with respect to the Facility or any business related to the Facility. This Agreement shall not impart any rights enforceable by any third party (other than a permitted successor or assignee bound to this Agreement) or, to the extent set forth herein, any Lender and/or Indemnified Party.

**19.5 Severability.** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the Parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby. The Parties shall, however, use their best endeavors to agree on the replacement of the void, illegal or unenforceable provision(s) with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and this Agreement as a whole.

**19.6 Mobile-Sierra.** Notwithstanding any other provision of this Agreement, neither Party shall seek, nor shall they support any third party seeking, to prospectively or retroactively revise the rates, terms or conditions of service of this Agreement through application or complaint to FERC pursuant to the provisions of Section 205, 206 or 306 of the Federal Power Act, or any other provisions of the Federal Power Act, absent prior written agreement of the Parties. Further, absent the prior written agreement in writing by both Parties, the standard of review for changes to the rates, terms or conditions of service of this Agreement proposed by a Party shall be the “public interest” standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956). Changes proposed by a non-Party or FERC acting *sua sponte* shall be subject to the most stringent standard permissible under Law.

**19.7 Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and each of which shall be deemed an original.

**19.8 Electronic Delivery.** This Agreement may be duly executed and delivered by a Party by electronic format (including portable document format (.pdf)). Delivery of 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 Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

**19.10 No Recourse to Members of Buyer.** Buyer is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (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 Further Assurances.** Each of the Parties hereto agrees to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the 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.

**19.13 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.

*[Signatures on following page]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

**LUMINIA CA DEVCO 2, LLC, a CLEAN ENERGY ALLIANCE, a**  
**California limited liability company California joint powers authority**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**FACILITY DESCRIPTION**

**Project Name:**

**Site includes all or some of the following APNs:**

**County:**

**CEQA Lead Agency:**

**Zip Code:**

**Latitude and Longitude:**

**Facility Description:**

**Delivery Point:** Interconnection Point

**Facility Meter and Metering Points:** See Exhibit O.

**PNode:** [If not available at the Effective Date, the PNode shall be updated by mutual agreement of Buyer and Seller prior to the initial delivery of Test Energy hereunder to reflect the PNode corresponding to the Facility's Interconnection Point with the CAISO Grid.]

**Interconnection Point:**

**Distribution Provider:**

**Local Capacity Area and Sub-Local Capacity Area:**

**Additional Information:** Site plan provided below.

Substitution of Facilities. Seller will be permitted to replace this Facility with a substitute facility according to the procedure set forth in the Framework Agreement.

**EXHIBIT B**

**MAJOR PROJECT DEVELOPMENT MILESTONES AND COMMERCIAL  
OPERATION**

1. **Construction Start.**

- a. **“Construction Start”** will occur when Seller has executed an engineering, procurement and construction contract or other similar agreement for the Facility and a notice to proceed has been issued under such contract, and Seller or its designees have mobilized to 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 Construction Delay Damages pursuant to Section 1(b) of Exhibit B and/or a Development Cure Period pursuant to Section 4 of Exhibit B.
- 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 one hundred twenty (120) days 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 ten (10) days 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 for each day Seller achieves Construction Start prior to the Guaranteed Construction Start Date times 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 be refundable to Seller pursuant to Section 2(b) of Exhibit B.

2. **Commercial Operation of the Facility.** **“Commercial Operation”** 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 Exhibit H (the **“COD Certificate”**) (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. The **“Commercial Operation Date”** shall be the date on which Commercial Operation is achieved.

a.





- b. Seller shall cause Commercial Operation to occur no later than the Guaranteed Commercial Operation Date, as such date may be extended (i) pursuant to Section 2(a) of Exhibit B, (ii) by Seller's payment of Commercial Operation Delay Damages pursuant to Section 2(d) of Exhibit B, (iii) by a Development Cure Period pursuant to Section 4 of Exhibit B, and/or (iv) by an Additional COD Delay. Seller shall notify Buyer at least sixty (60) days before the anticipated Commercial Operation Date.
  - c. 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.
  - d. In addition to extensions pursuant to a Development Cure Period, Seller may extend 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 [REDACTED] days 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. If Seller achieves Commercial Operation prior to the Guaranteed Commercial Operation Date, as extended by the payment of Commercial Operation Delay Damages, Buyer shall refund to Seller the Commercial Operation Delay Damages for each day Seller achieves Commercial Operation prior to the Guaranteed Commercial Operation Date times the Commercial Operation Delay Damages, not to exceed the total amount of Commercial Operation Delay Damages paid by Seller pursuant to this this Section 2(c) of Exhibit B.
3. **Termination for Failure to Timely Achieve Construction Start and/or Commercial Operation.**
- a. Failure to achieve Construction Start on or before the Guaranteed Construction Start Date, as such date may be extended by a Development Cure Period or payment

of Construction Delay Damages, shall constitute an Event of Default, and Buyer shall as its sole and exclusive remedy have the right, in its sole discretion, to terminate this Agreement in accordance with Sections 11.1(b)(iv) and 11.2 and retain the Development Security as a Damage Payment.

- b. Failure to achieve Commercial Operation on or before the Guaranteed COD (as may be extended hereunder), shall constitute an Event of Default. Parties shall participate in mediation and work together in good faith to explore all possible remedies following such Event of Default. In no event will Seller's aggregate liability under the Agreement arising prior to COD exceed [REDACTED] of the Development Security. If the Facility has not achieved Commercial Operation on or before the Guaranteed Commercial Operation Date (as may be extended hereunder) and the Parties do not reach agreement on remedies to avoid an Event of Default, Buyer may elect to terminate this Agreement in accordance with Sections 11.1(b)(ii) and 11.2.
4. **Extension of the Guaranteed Dates.** In addition to Seller's one-time opportunity to update the Guaranteed Construction Start Date and/or Guaranteed Commercial Operation Date pursuant to Exhibit B, Section 2(a), 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 "**Development Cure Period**") for the duration of any and all delays arising out of the following circumstances to the extent the following circumstances are not the result of Seller's failure to take all commercially reasonable actions to meet its requirements and deadlines:
- a. a Force Majeure Event occurs; or
  - b. [REDACTED]
  - c. 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, due to delays caused by the Distribution Provider or Network Upgrade delays (if applicable) that are outside of the reasonable control of Seller, which are not a result of Seller's actions or failure to take all commercially reasonable actions to meet its requirements and deadlines, and which cannot be overcome by the exercise of commercial reasonable efforts; or
  - d. Buyer has not made all necessary arrangements to receive the Delivered Energy at the Delivery Point by the Guaranteed Commercial Operation Date.

Notwithstanding anything in this Agreement to the contrary, the cumulative extensions granted under the Development Cure Period (other than the extensions granted pursuant to clause 4.d above) shall not exceed [REDACTED] days, for any reason, including a Force Majeure Event, and the cumulative extensions granted to the Guaranteed Commercial Operation Date by the payment of Commercial Operation Delay Damages and any Development Cure Period(s) (other than the extensions granted pursuant to clause 4.d above) shall not exceed [REDACTED] days. For clarity, the Development Cure Period



extends both the Guaranteed Construction Start Date and the Guaranteed Commercial Operation Date simultaneously. [REDACTED]

Notwithstanding anything to the contrary, no Development Cure Period or Additional COD Delay extension shall be given if (i) the delay was the result of Seller's failure to take all commercially reasonable actions to meet its requirements and deadlines, or (ii) Seller failed to provide requested documentation as provided below. Except as set forth in Section 10.3 regarding Force Majeure Event notice requirements, Seller shall provide prompt written notice to Buyer of a Development Cure Period delay, but in no case more than ten (10) Business Days after Seller became aware of such delay, except that in the case of a delay occurring within sixty (60) days of the Guaranteed Commercial Operation Date, or after such date, Seller must provide written notice within five (5) Business Days of Seller becoming aware of such delay. Upon request from Buyer, Seller shall provide documentation demonstrating to Buyer's reasonable satisfaction that the delays described above did not result from Seller's actions or failure to take commercially reasonable actions.

5. **Failure to Reach Guaranteed Capacity.**

If, at Commercial Operation, the Installed Capacity is less than one hundred percent (100%) of the Guaranteed Capacity, Seller shall have one hundred eighty (180) days after the Commercial Operation Date to install additional capacity such that the Installed 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 Capacity. If Seller fails to construct the Guaranteed Capacity by such date, Seller shall pay "**Capacity Damages**" to Buyer, in an amount equal to [REDACTED] for each MW that the Guaranteed Capacity exceeds the Installed Capacity, and the Guaranteed Capacity 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.

## EXHIBIT C

### COMPENSATION

Buyer shall compensate Seller for the Product in accordance with this Exhibit C (the “**Monthly Product Payment**”).

(a) Renewable Rate. Buyer shall pay Seller the Contract Price for each MWh of Delivered Energy, plus Deemed Delivered Energy, if any, up to one hundred ten percent (110%) of the Expected Energy for each Contract Year.

(b) Excess Contract Year Deliveries Over 110%. Notwithstanding the foregoing, at any point in any Contract Year, the amount of Delivered Energy plus the amount of Deemed Delivered Energy, if any, exceeds one hundred and ten percent (110%) of the Expected Energy for such Contract Year, the price to be paid for additional Delivered 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 but not less than \$0.00/MWh or (b) fifty percent (50%) of the Renewable Rate..

(c) Excess Settlement Interval Deliveries. If during any Settlement Interval, Seller delivers Product amounts, as measured by the amount of Delivered Energy, in excess of the product of the Installed Capacity *multiplied by* the duration of the Settlement Interval, expressed in hours (“**Excess MWh**”), then the price applicable to all such excess MWh in such Settlement Interval shall be zero dollars (\$0), and if there is a Negative LMP during such Settlement Interval, Seller shall pay to Buyer an amount equal to the absolute value of the Negative LMP times such excess MWh (“**Negative LMP Costs**”).

(d) Curtailment Payments. Seller shall receive no compensation from Buyer for Delivered Energy or Deemed Delivered Energy during any Curtailment Period.

(e) Test Energy. Test Energy is compensated in accordance with Section 3.6.

(f) Renewable Energy Incentives. Except as set forth in Section 11.9, the Parties agree that the neither the Contract Price nor the Test Energy Rate are subject to adjustment or amendment if Seller fails to receive any Renewable Energy Incentives, or if any Renewable Energy Incentives 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 Renewable Energy Incentives. Seller shall bear all risks, financial and otherwise, throughout the Contract Term, associated with Seller’s or the Facility’s eligibility to receive Renewable Energy Incentives 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 Delivered Energy and Product, shall be effective regardless of whether the sale of Delivered Energy is eligible for, or receives Renewable Energy Incentives during the Contract Term.

(g) Grant Opportunities. The Parties acknowledge that each Party may seek opportunities to receive grant funding related to the Facility. The Party seeking grant funding

CONFIDENTIAL  
EXECUTION VERSION

(“Grant Applicant”) may request assistance from the other Party (“Assisting Party”) in applying for such funding, which request such Party may accept in its sole discretion. If at any time prior to five (5) years following the Commercial Operation Date of the Facility, the Assisting Party provides material support to the Grant Applicant in obtaining grant funding related to the Facility (such support shall be at Assisting Party’s sole cost) and such funding is awarded to Grant Applicant, the Parties shall share in the net grant funding with 60% allocated to the Grant Applicant and 40% allocated to the Assisting Party.

**EXHIBIT D**

**SCHEDULING COORDINATOR RESPONSIBILITIES**

(a) Buyer as Scheduling Coordinator for the Facility. Upon Initial Synchronization of the Facility to the CAISO Grid, Buyer shall be the Scheduling Coordinator or designate a qualified third party to provide Scheduling Coordinator services with the CAISO for the Facility for both the delivery and the receipt (as applicable) of Test Energy, and the Product at the Delivery Point. Prior to the Initial Synchronization of the Facility, Seller or Seller's designee shall be the Scheduling Coordinator for the Facility. At least thirty (30) days prior to the Initial Synchronization, (i) Seller shall take all actions and execute and deliver to Buyer and the CAISO all documents necessary to authorize or designate Buyer (or Buyer's designee) as the Scheduling Coordinator for the Facility effective as of the Initial Synchronization of the Facility to the CAISO Grid, (ii) Seller shall make available to Buyer's Scheduling Coordinator all real-time telemetry data reasonably necessary for Buyer's Scheduling Coordinator to perform its duties as Buyer's Scheduling Coordinator, including the relevant operational data specified in this Exhibit D, Section (i), and (iii) Buyer shall, and shall cause its designee to, take all actions and execute and deliver to Seller and the CAISO all documents necessary to authorize or designate Buyer or its designee as the Scheduling Coordinator for the Facility effective as of the Initial Synchronization of the Facility to the CAISO Grid. On and after Initial Synchronization of the Facility to the CAISO Grid, Seller shall not authorize or designate any other party to act as the Facility's Scheduling Coordinator, nor shall Seller perform for its own benefit the duties of Scheduling Coordinator, 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 or other CAISO market basis that may develop after the Effective Date, as determined by Buyer.

(b) Notices. Buyer (as the Facility's SC) shall provide Seller with access to a web-based system through which Seller shall submit to Buyer and the CAISO all notices and updates required under the CAISO Tariff regarding the Facility's status, including, but not limited to, all outage requests, forced outages, forced outage reports, clearance requests, or must offer waiver forms. Seller shall cooperate with Buyer to provide such notices and updates. If the web-based system is not available, Seller shall promptly submit such information to Buyer and the CAISO (in order of preference) telephonically, by electronic mail, or fax transmission to the personnel designated to receive such information.

(c) CAISO Costs and Revenues. Except as otherwise set forth below, Buyer (as Scheduling Coordinator for the Facility) shall be responsible for CAISO costs (including penalties, Imbalance Energy costs (except as otherwise set forth in this Agreement), 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. Any Availability Incentive Payments (as defined in the CAISO Tariff) are for the benefit of Seller and for Seller's account and that any Non-Availability Charges (as defined in the CAISO Tariff) are the responsibility of Seller and for Seller's account. In addition, Seller shall

CONFIDENTIAL  
EXECUTION VERSION

assume all liability and reimburse Buyer for any and all CAISO penalties and Imbalance Energy costs (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 (ii) 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. 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.

(d) CAISO Settlements. Buyer (as the Facility's SC) shall be responsible for all settlement functions with the CAISO related to the Facility. Buyer shall render a separate invoice to Seller for any CAISO payments, charges or penalties ("**CAISO Charges Invoice**") for which Seller is responsible under this Agreement. CAISO Charges Invoices shall be rendered after settlement information becomes available from the CAISO that identifies any CAISO charges. Notwithstanding the foregoing, Seller acknowledges that the CAISO will issue additional invoices reflecting CAISO adjustments to such CAISO charges. Buyer 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 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.

(e) Dispute Costs. Buyer (as the Facility's SC) may be required by Seller to dispute CAISO settlements in respect of the Facility. Seller agrees to pay Buyer's costs and expenses (including reasonable attorneys' fees) associated with its involvement with such CAISO disputes to the extent they relate to CAISO charges payable by Seller with respect to the Facility that Seller has directed Buyer to dispute.

(f) Terminating Buyer's Designation as Scheduling Coordinator. At least thirty (30) days prior to expiration of this Agreement or as soon as reasonably practicable upon an earlier termination of this Agreement, the Parties will take all actions necessary to terminate the designation of Buyer as Scheduling Coordinator for the Facility as of 11:59 p.m. on such expiration date.

(g) Master Data File and Resource Data Template; Master Resource Database. The Parties will collaborate to comply with the applicable deadlines for filing and updating the information for the Facility in the CPUC Master Resource Database and Master Data File. Seller shall provide the data to Buyer that is required for the CAISO's Master Data File and Resource

CONFIDENTIAL  
EXECUTION VERSION

Data Template (or successor data systems) for the Facility consistent with this Agreement at least five (5) Business Days before the deadline for submission to CAISO and Buyer (as SC) shall promptly provide such data to CAISO. Seller shall provide the data that is required for the CPUC Master Resource Database for the Facility consistent with this Agreement to Buyer for review and approval at least five (5) Business Days before the deadline for submission of such to the CPUC. Neither Party shall change such CAISO or CPUC 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 Data File and Resource Data Template (or successor data systems) and CPUC Master Resource Database for this Facility remains consistent with the actual operating characteristics of the Facility and provide such information to Buyer for review at least five (5) Business Days prior to submission to the CAISO or CPUC as applicable.

(h) NERC Reliability Standards. Buyer (as Scheduling Coordinator) shall cooperate reasonably with Seller to the extent necessary to enable Seller to comply, and for Seller to demonstrate Seller's compliance with, NERC reliability standards. This cooperation shall include the provision of information in Buyer's possession that Buyer (as Scheduling Coordinator) has provided to the CAISO related to the Facility or actions taken by Buyer (as Scheduling Coordinator) related to Seller's compliance with NERC reliability standards.

**EXHIBIT E**

**PROGRESS REPORTING FORM**

Each Progress Report must include the following items:

1. Executive Summary.
2. Facility description.
3. Site plan of the Facility.
4. Description of any material planned changes to the Facility or the Site.
5. Gantt chart schedule showing progress on achieving each of the Milestones.
6. Summary of activities during the previous calendar quarter or month, as applicable, including any OSHA labor hour reports.
7. Forecast of activities scheduled for the current calendar quarter.
8. Written description about the progress relative to Seller's Milestones, including whether Seller has met or is on target to meet the Milestones.
9. List of issues that are 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 Distribution System and all other interconnection utility services.
14. Workforce Development or Supplier Diversity Reporting (if applicable).
15. Any other documentation reasonably requested by Buyer.

**EXHIBIT F-1**

**FORM OF AVERAGE EXPECTED ENERGY REPORT**

[Average Expected Energy, MWh Per Hour]

	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	24:00
JAN																								
FEB																								
MAR																								
APR																								
MAY																								
JUN																								
JUL																								
AUG																								
SEP																								
OCT																								
NOV																								
DEC																								

The foregoing table is provided for informational purposes only, and it shall not constitute, or be deemed to constitute, an obligation of any of the Parties to this Agreement.



**EXHIBIT F-2**

**FORM OF AVAILABLE CAPACITY FORECAST**

**Available 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
Day 1																								
Day 2																								
Day 3																								
Day 4																								
Day 5																								
[insert additional rows for each day in the month]																								
Day 29																								
Day 30																								
Day 31																								

The foregoing table is provided for informational purposes only, and it shall not constitute, or be deemed to constitute, an obligation of any of the Parties to this Agreement.

## EXHIBIT G

### GUARANTEED ENERGY PRODUCTION DAMAGES CALCULATION

In accordance with Section 4.9, if Seller fails to achieve the Guaranteed Energy Production during any Performance Measurement Period, a liquidated damages payment shall be due from Seller to Buyer, calculated as follows:

$$[(A - B) * (C - D)]$$

where:

A = the Guaranteed Energy Production amount for the Performance Measurement Period, in MWh

B = the Adjusted Energy Production amount for the Performance Measurement Period, in MWh

C = Replacement price for the Performance Measurement Period, in \$/MWh, which is the sum of (a) the simple average of the Integrated Forward Market (as such term is defined in the CAISO Tariff) hourly price for all the hours in the Performance Measurement Period, as published by the CAISO, for the Existing Zone Generation Trading Hub (as defined in the CAISO Tariff) for the Delivery Point, plus (b) the market value of Replacement Green Attributes as reasonably determined by Buyer but not to exceed \$50/Wh.

D = the Renewable Rate for the Contract Year which ends each Performance Measurement Period, in \$/MWh

**“Adjusted Energy Production”** shall mean the sum of the following: Delivered Energy + Deemed Delivered Energy + Lost Output provided with respect to such Performance Measurement Period.

No payment shall be due if the calculation of (A - B) or (C - D) yields a negative number. In no event will Buyer owe any payment to Seller pursuant to this Exhibit G.

Within sixty (60) days after each Contract Year, Buyer shall send Seller Notice of the amount of damages owing, if any, which shall be payable to Buyer before the later of (a) thirty (30) days of such Notice and (b) ninety (90) days after each Performance Measurement Period, *provided*, the amount of damages owing shall be adjusted to account for Replacement Product, if any, delivered after each applicable Performance Measurement Period.

**“Replacement Energy”** means energy produced by a facility other than the Facility, that is provided by Seller to Buyer as Replacement Product, in an amount equal to the amount of Replacement Green Attributes provided by Seller as Replacement Product for the same Performance Measurement Period or, with Buyer’s prior written consent, in the following calendar year.

CONFIDENTIAL  
EXECUTION VERSION

**“Replacement Green Attributes”** means (a) Renewable Energy Credits that are Portfolio Content Category 1 (PCC1) and of the same type of resource (e.g., wind, solar, etc.) as the Renewable Energy Credits that would have been generated by the Facility.

**“Replacement Product”** means (a) Replacement Energy, and (b) Replacement Green Attributes for the previous Contract Year. Seller shall provide Replacement Product for the same Performance Measurement Period or, with Buyer’s prior written consent, in the following calendar year.

**EXHIBIT H**

**FORM OF COMMERCIAL OPERATION DATE CERTIFICATE**

This certification (“**Certification**”) of Commercial Operation is delivered by [*LICENSED PROFESSIONAL ENGINEER*] (“**Engineer**”) to Clean Energy Alliance, a California joint powers authority (“**Buyer**”) in accordance with the terms of that certain Renewable Power Purchase 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 [*DATE*], Engineer hereby certifies and represents to Buyer the following:

1. The Facility is fully operational, reliable and interconnected, fully integrated and synchronized with the Distribution System in accordance with the Interconnection Agreement.
2. Seller has installed equipment for the Facility with a nameplate capacity of no less than ninety-five percent (95%) of the Guaranteed Capacity.
3. Seller has commissioned all equipment in accordance with its respective manufacturer’s specifications.
4. 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 this Agreement and/or the CAISO.
5. The 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 Facility at the Delivery Point, as adjusted for ambient conditions on the date of the Facility testing.
6. Authorization to parallel the Facility was obtained from the Distribution Provider on     [DATE]    .
7. The Distribution Provider has provided documentation supporting full unrestricted release for Commercial Operation           [DATE]          .
8. The CAISO has provided notification supporting Commercial Operation, in accordance with the CAISO Tariff on           [DATE]          .
9. Seller shall have caused the 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 the Facility.
10. 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

CONFIDENTIAL  
EXECUTION VERSION

greater level of accuracy as is required under the retail service provider's tariff.

EXECUTED by [LICENSED PROFESSIONAL ENGINEER]

this [ ] day of [ ], 20[ ].

[LICENSED PROFESSIONAL ENGINEER]

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT I**

**FORM OF INSTALLED CAPACITY CERTIFICATE**

This certification ("**Certification**") of Installed Capacity is delivered by [*LICENSED PROFESSIONAL ENGINEER*] ("**Engineer**") to Clean Energy Alliance, a California joint powers authority ("**Buyer**") in accordance with the terms of that certain Renewable Power Purchase 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.

I hereby certify the following:

(a) The performance test for the Facility demonstrated peak electrical output of \_\_\_ MW AC at the Delivery Point, as adjusted for ambient conditions on the date of the performance test ("**Installed Capacity**");

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 (“**Certification**”) is delivered by [SELLER ENTITY] (“**Seller**”) to Clean Energy Alliance, a California joint powers authority (“**Buyer**”) in accordance with the terms of that certain Renewable Power Purchase 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 the following:

- (1) Construction Start (as defined in Exhibit B of the Agreement) has occurred, and a copy of the notice to proceed that Seller issued to its contractor as part of Construction Start is attached hereto.
- (2) the Construction Start Date occurred on \_\_\_\_\_ (the “**Construction Start Date**”);  
and
- (3) the precise Site on which the Facility is located is, which must be within the boundaries of the previously identified Site:  
\_\_\_\_\_.

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**

IRREVOCABLE STANDBY LETTER OF CREDIT NO. [XXXXXXX]

Date: \_\_\_\_\_  
Bank Ref.: \_\_\_\_\_  
Amount: US\$ \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

Beneficiary:

Clean Energy Alliance  
Attn: Gregory Wade, CEO  
5857 Owens Ave, Suite 2023  
Carlsbad, CA 92008

Ladies and Gentlemen:

By the order of [*Entity name, state of formation, type of entity*] ("Applicant"), we, [*Bank name and address*] ("Issuer") hereby issue our Irrevocable Standby Letter of Credit No. [XXXXXX] (the "Letter of Credit") in favor of Clean Energy Alliance, a California joint powers authority ("Beneficiary"), for an amount not to exceed the aggregate sum of U.S. \$[XXXXXX] (United States Dollars [XXXXXX] and 00/100), pursuant to that certain Renewable Power Purchase Agreement dated as of [*Date*] and as amended (the "Agreement") between Applicant and Beneficiary. This Letter of Credit shall become effective immediately and shall expire on [*Date*] 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 valid presentation on or before the Expiration Date of a dated statement purportedly signed by Beneficiary's duly authorized representative, in the form attached hereto as Exhibit A, containing one of the two alternative paragraphs set forth in paragraph 2 therein, 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 email to [*Bank email address*] or (c) facsimile to [*Bank fax number*] confirmed by [email 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



CONFIDENTIAL  
EXECUTION VERSION

receive payment.

We hereby agree with the Beneficiary that all documents presented under and in compliance with the terms of this Letter of Credit, that such drafts 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 overnight courier service that we elect not to extend this Letter of Credit, in which case it will expire on such Expiration Date, or such later date as may be specified in such notice. No presentation made under this Letter of Credit after such Expiration Date (or such later date, if applicable) will be honored.

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 California.

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.

Please address all correspondence regarding this Letter of Credit to the attention of the Letter of Credit Department at [Bank name and address], referring specifically to Issuer's Letter of Credit No. [XXXXXX]. For telephone assistance, please contact Issuer's Standby Letter of Credit Department at [Bank phone number] and have this Letter of Credit available.

All notices to Beneficiary shall be in writing and are required to be sent by certified letter, overnight courier, or delivered in person to: Clean Energy Alliance, Attn: Gregory Wade, CEO, 5857 Owens Ave, Suite 2023, Carlsbad, CA 92008. 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]

---

[Officer name]

[Officer title]

Exhibit A:

Drawing Certificate

(DRAW REQUEST SHOULD BE ON BENEFICIARY'S LETTERHEAD)

[*Bank name and address*]

Ladies and Gentlemen:

The undersigned, a duly authorized representative of Clean Energy Alliance, a California joint powers authority, as beneficiary (the "Beneficiary") of the Irrevocable Letter of Credit No. [XXXXXX] (the "Letter of Credit") issued by [*Bank name*] (the "Bank") by order of [*Entity name, state of formation, type of entity*] (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 [*Date*] (the "Agreement").
2. Beneficiary is making a drawing under this Letter of Credit in the amount of U.S. \$[XXXXXX] 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. \$[XXXXXX], 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 Clean Energy Alliance 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 Clean Energy Alliance by wire transfer in immediately available funds to the following account: [*Specify account information*].

Clean Energy Alliance

[*Name and Title of Authorized Representative*]

Date \_\_\_\_\_

CONFIDENTIAL  
EXECUTION VERSION

**EXHIBIT L**  
**[RESERVED]**

CONFIDENTIAL  
EXECUTION VERSION

**EXHIBIT M**  
**FORM OF COLLATERAL ASSIGNMENT**

**EXHIBIT N**

**NOTICES**

<b>Luminia CA DevCo 2, LLC</b> ("Seller")	<b>CLEAN ENERGY ALLIANCE</b> ("Buyer")
<b>All Notices:</b> Street: 4445 Eastgate Mall, Suite 200 City: San Diego, CA 92121 Attn: Alan Whiting, CFO  Phone: (858) 866-8777 Email: info@luminia.io	<b>All Notices:</b> Clean Energy Alliance 5857 Owens Ave, Suite 2023 Carlsbad, CA 92008 Attn: Gregory Wade, CEO Phone: (760) 209-6177 Email: gwade@thecleanenergyalliance.org
<b>Reference Numbers:</b> Duns: 11-946-0328 Federal Tax ID Number: 33-2833189	<b>Reference Numbers:</b> Duns: 117585162 Federal Tax ID Number: 84-3839142
<b>Invoices:</b> Attn: Alan Whiting, CFO Phone: (858) 866-8777 Email: info@luminia.io	<b>Invoices:</b> Attn: Accounts Payable Phone: (760) 209-6177 Email: cea.invoices@pacificea.com accountspayable@thecleanenergyalliance.org
<b>Scheduling:</b> Attn: Alan Whiting, CFO Phone: (858) 866-8777 Email: info@luminia.io	<b>Scheduling:</b> Attn: Jaclyn Harr, The Energy Authority Phone: (408) 306-0432 Email: jharr@teainc.org
<b>Confirmations:</b> Attn: Alan Whiting, CFO Phone: (858) 866-8777 Email: info@luminia.io	<b>Confirmations:</b> Attn: Gregory Wade, CEO Phone: (760) 209-6177 Email: gwade@thecleanenergyalliance.org
<b>Payments:</b> Attn: Alan Whiting, CFO Phone: (858) 866-8777 Email: info@luminia.io	<b>Payments:</b> Attn: Andy Stern, Chief Financial Officer Phone: (760) 209-6177 Email: astern@thecleanenergyalliance.org
<b>Wire Transfer:</b> BNK: [REDACTED] ABA: [REDACTED] ACCT: [REDACTED]	<b>Wire Transfer:</b> BNK: [REDACTED] ABA: [REDACTED] ACCT: [REDACTED]
<b>With additional Notices of an Event of Default to:</b> Attn: Alan Whiting, CFO Phone: (858) 866-8777 Email: info@luminia.io	<b>With additional Notices of an Event of Default to:</b> Attn: Johanna Canlas, General Counsel Phone: (619) 814-5813 Email: jcanlas@bwslaw.com

<b>Luminia CA DevCo 2, LLC</b> ("Seller")	<b>CLEAN ENERGY ALLIANCE</b> ("Buyer")
<b>Emergency Contact:</b> Attn: Alan Whiting, CFO Phone: (858) 866-8777 Email: info@luminia.io	<b>Emergency Contact:</b> Attn: Gregory Wade, CEO Phone: (760) 209-6177 Email: gwade@thecleanenergyalliance.org

CONFIDENTIAL  
EXECUTION VERSION

**EXHIBIT O**  
**METERING DIAGRAM**





## ENERGY STORAGE DEVELOPMENT FRAMEWORK AGREEMENT

This ENERGY STORAGE DEVELOPMENT FRAMEWORK AGREEMENT (the “**Agreement**”) is entered into this [] day of [], 2025 (“**Effective Date**”) by and between CLEAN ENERGY ALLIANCE, a California joint powers authority (“**Buyer**” or “**CEA**”), and LUMINIA CA DEVCO 3, LLC, a limited liability company organized under the laws of California (“**Seller**”). Buyer and Seller may be referred to herein individually as a “**Party**” or collectively as the “**Parties**”.

Unless otherwise defined in this Agreement, capitalized terms have the meanings set out in the Form ESSA (as defined below).

### RECITALS

**WHEREAS**, Seller is developing a portfolio of energy storage Facilities, as identified in Exhibit A, in California with a total capacity not to exceed 20 MW AC (“**Portfolio Expected Capacity**”);

**WHEREAS**, Seller desires to sell, and Buyer desires to purchase, the Product produced by each of these Facilities;

**WHEREAS**, to effect the purchase of Product from these Facilities, the Parties will execute an energy storage service agreement substantially in the form of Energy Storage Service Agreement set forth as Exhibit B (“**Form ESSA**”) for each Facility in the portfolio; and

**WHEREAS**, this Agreement governs the Parties’ commitment to develop the Facilities prior to October 31, 2025.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

### AGREEMENT

#### I. ESSA Execution.

Concurrently with the execution of this Agreement, the Parties will execute an ESSA (as defined below) for each of the Facilities.

#### II. Facility Substitutions.

Prior to October 31, 2025, Seller may, with the prior written consent of Buyer, replace any or all of the Facilities with one or more substitute facilities. Seller shall provide Notice to Buyer of its request to replace the Facility no later than forty-five (45) days prior to a regularly scheduled meeting of the Board of Directors of CEA (“**CEA BOD**”) and provide a detailed description of

the reason for the substitution, and detailed description of the proposed substitute facility(ies), including location, size, and project development information. Any substitute facility (i) must be interconnected to the San Diego Gas & Electric Company distribution network, (ii) must be located in a non-residentially zoned area, (iii) must adhere to all applicable municipal codes, and (iv) cannot result in a portfolio of energy storage service agreements executed pursuant to this Agreement that would exceed the Portfolio Expected Capacity.

Buyer will have not more than thirty (30) days to approve or deny the Seller's proposed substitution. If Buyer approves the substitute facility(ies) ("**Approved Substitute Facility(ies)**"), such consent not to be unreasonably withheld, conditioned or delayed, (i) the Parties will mutually agree upon one or more energy storage service agreement(s) ("**ESSA**") substantially in the form of the Form ESSA for the substitute facility(ies) (other than project-specific information for the substitute facility) within 5 Business Days of Buyer's notice of consent to Seller or such longer period as mutually agreed to by the Parties, (ii) the Approved Substitute Facility(ies) will replace the original Facility ("**Replaced Facility**") on Exhibit A, and (iii) the ESSA for the Replaced Facility shall be terminated with no further action by the Parties. Seller agrees that, if CEA BOD approval is required, Buyer will not be obligated to enter into an ESSA for the substitute facility(ies) unless and until the ESSA(s) have been submitted for, and has received, approval from the CEA BOD and is fully executed by the Parties thereto. Seller agrees to take commercially reasonable actions to cooperate with Buyer to consult with the CEA BOD and Buyer's member cities, including providing information reasonably requested by Buyer, subject to the restrictions in Article 18 of the Form ESSA.

### III. Posting of Development Security.

To secure its obligations under this Agreement, within sixty (60) days of the Effective Date Seller shall deliver Development Security in the amount [REDACTED]. The Parties intend for the Development Security posted under this Agreement to be applied to each of the ESSAs (on a pro rata basis) as of November 1, 2026.

### IV. Failure to Reach Portfolio Expected Capacity.

If, at the end of the Term of this Agreement, the aggregate Guaranteed Capacity under the ESSA(s) executed pursuant to this Agreement ("**Portfolio Contracted Capacity**") is less than 100% of the Portfolio Expected Capacity, Buyer shall [REDACTED].

### V. Term; Termination Rights.

A. Term. The "**Term**" of this Agreement shall commence on the Effective Date and continue through October 31, 2025. Both Parties may mutually agree to extend the Term for successive thirty (30) calendar day periods to allow additional time as necessary to effectuate the purposes of this Agreement. [REDACTED]

[REDACTED]

B. [REDACTED]

[REDACTED]

VI. Assignment.

Neither Party may assign this Agreement or any of the rights or obligations hereunder (including, without limitation, its rights and duties of performance) to any third party or entity without the prior written consent of the other Party which shall not be unreasonably withheld, provided, however, that Seller may assign this Agreement to an Affiliate without obtaining such consent. This Agreement will be binding upon and inure to the benefit of each of the Parties hereto and, except as otherwise provided herein, their respective legal successors and permitted assigns.

VII. Notices.

All notices required under this Agreement shall be in writing and will be treated as having been given when: (a) delivered personally; (b) sent by commercial overnight courier with written verification of receipt; (c) mailed postage prepaid by certified or registered mail, return receipt requested; or (d) sent by electronic mail ("email"), to the Party to be notified, at the address set forth below, or at such other place of business which the other Party has been notified of in accordance with the provisions of this Section VII. Notice shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

**Seller:** LUMINIA CA DEVCO 3, LLC  
4445 Eastgate Mall, Suite 200  
San Diego, CA 92121  
Attn: David Field, Chief Executive Officer  
Phone: (858) 922-4555  
Email: dfield@luminia.io

**Buyer:** Clean Energy Alliance  
5857 Owens Ave, Suite 2023  
Carlsbad, CA 92008  
Attn: Gregory Wade, CEO  
Phone: (760) 209-6177  
Email: gwade@thecleanenergyalliance.org

VIII. Counterparts.

This Agreement may be signed in counterparts and delivered electronically, each of which when signed and delivered shall be deemed an original, all of which taken together shall constitute one agreement.

IX. Attorney's Fees.

In any action or proceeding to enforce or interpret any provision of this Agreement, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.

X. Governing Law & Venue; Jury Trial Waiver.

This Agreement shall be interpreted, governed by, construed under and enforced in accordance with the laws of the State of California without regard for any applicable principles of conflicts of laws. 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.

XI. Limitation of Damages.

Neither Party shall be liable to the other for any lost or prospective profits or any other consequential, incidental, special, punitive, indirect or exemplary damages under or in respect of this Agreement. [REDACTED]

[REDACTED] This limitation of liability applies to all claims, whether based on contract, tort, or any other legal theory.

XII. Entire Agreement.

This Agreement, including its exhibits, contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement.

*[Signatures Follow on Next Page.]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set opposite their signatures.

CLEAN ENERGY ALLIANCE, a California  
joint powers authority

Date: \_\_\_\_\_

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

LUMINIA CA DEVCO 3, LLC, a California  
limited liability company

Date: \_\_\_\_\_

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

**EXHIBIT A****EXPECTED GENERATING FACILITIES**

<b>Project Cross Streets</b>	<b>APN</b>	<b>Latitude and Longitude</b>	<b>Jurisdiction</b>	<b>Type</b>	<b>Expected Installed System Size AC (MW)</b>	<b>Expected Installed System Size AC (MWh)</b>	<b>Guaranteed Construction Start Date</b>	<b>Guaranteed Commercial Operation Date</b>
Goldentop Rd/Thornmint Rd	678-292-14-00	33.01812, -117.108	County of San Diego	Lithium Ion	3	12	1/30/2027	7/31/2027
Hot Spring Way/Sycamore Ave	219-010-77-00	33.14593, -117.23632	City of Vista	Lithium Ion	3	12	1/30/2027	7/31/2027
Business Park Dr/Sycamore Ave	219-532-36-00	33.14933, -117.23183	City of Vista	Lithium Ion	3	12	3/30/2027	10/31/2027
McCain Valley Rd/Old Hwy 80	612-091-18-00	32°39'55.4, -116°16'01.5	County of San Diego	Lithium Ion	10	40	3/30/2027	10/31/2027

**EXHIBIT B**

**FORM OF ENERGY STORAGE SERVICE AGREEMENT**

*[See attached.]*

## ENERGY STORAGE SERVICE AGREEMENT

### COVER SHEET

**Seller:** Luminia CA DevCo 3, LLC (“**Seller**”)

**Buyer,** Clean Energy Alliance, a California joint powers authority (“**Buyer**”)

**Description of Facility:** A XX MW/ XXX MWh battery energy storage facility, located in San Diego County, in the State of California, as further described in Exhibit A.

**Milestones:**

Milestone	Date for Completion
Evidence of Site Control	
Applications for all Material Permits submitted and accepted as complete by the issuing agency (the “Permitting Submission Milestone”)	
Obtain Conditional Use Permit	
Financial Close	
Executed Interconnection Agreement	
Material Permits obtained	
Guaranteed Construction Start Date	
Initial Synchronization	
Expected Network Upgrades Completion Date, if applicable	
Guaranteed Commercial Operation Date	

**Delivery Term:** 10 Contract Years

**Guaranteed Capacity:** [XX] MW-AC at four (4) hours of continuous discharge (the “**Resource Duration**”)

**Dedicated Interconnection Capacity:** [XX] MW

**Guaranteed Availability:** [REDACTED]

**Guaranteed Efficiency Rate:**



Contract Year	Guaranteed Efficiency Rate
1 – 10	■

**Minimum Efficiency Rate:** Seventy percent (70%)

**Contract Price:**

Contract Year	Contract Price
1 – 10	<div>■</div> <div>■</div> <div>■</div> <div>■</div>

**Product:** means the right of Buyer to charge and discharge the Facility twenty-four (24) hours per day and seven (7) days per week throughout the Delivery Term, subject to the Operating Restrictions, and shall include:

- ☒ Discharging Energy
- ☒ Effective Capacity
- ☒ Ancillary Services
- ☒ Imbalance Reserves
- ☒ Capacity Attributes
- ☒ Any other existing products and products that may be developed or evolve from time to time during the Contract Term that the Facility is able to provide as the Facility is configured on the Commercial Operation Date and at no additional cost to Seller.

**Scheduling Coordinator:** Buyer/Buyer Third Party

**Security Amount:**

Development Security: \$■/kW multiplied by the Guaranteed Capacity (in kW)

Performance Security: \$■/kW multiplied by the Guaranteed Capacity (in kW)

## TABLE OF CONTENTS

### Page

<b>ARTICLE 1 DEFINITIONS .....</b>	<b>1</b>
1.1 Contract Definitions.....	1
1.2 Rules of Interpretation .....	21
<b>ARTICLE 2 TERM; CONDITIONS PRECEDENT.....</b>	<b>23</b>
2.1 Contract Term. ....	23
2.2 Commercial Operation; Conditions Precedent .....	24
2.3 Development; Construction; Progress Reports .....	25
2.4 Remedial Action Plan .....	25
2.5 Pre-Commercial Operation Actions.....	26
2.6 Right of First Offer .....	26
<b>ARTICLE 3 PURCHASE AND SALE .....</b>	<b>26</b>
3.1 Purchase and Sale of Product.....	26
3.2 Discharging Energy .....	27
3.3 Capacity Attributes .....	27
3.4 Ancillary Services .....	28
3.5 Resource Adequacy Failure. ....	28
3.6 Buyer's Re-Sale of Product .....	28
3.7 Compliance Expenditure Cap. ....	28
<b>ARTICLE 4 OBLIGATIONS AND DELIVERIES.....</b>	<b>29</b>
4.1 Delivery.....	29
4.2 Interconnection .....	30
4.3 Storage Availability and Efficiency Rate. ....	30
4.4 Capacity Test. ....	30
4.5 Dispatch Notices .....	31
4.6 Facility Unavailability to Receive Dispatch Notices .....	31
4.7 Energy Management. ....	32
4.8 Availability Notice.....	34
4.9 Outages .....	35
<b>ARTICLE 5 TAXES AND ENVIRONMENTAL COSTS.....</b>	<b>36</b>
5.1 Allocation of Taxes and Charges.....	36
5.2 Cooperation.....	36
5.3 Environmental Costs.....	37
<b>ARTICLE 6 OPERATION OF THE FACILITY.....</b>	<b>37</b>
6.1 Operation and Maintenance of the Facility. ....	37
6.2 Maintenance of Health and Safety .....	38
6.3 Shared Facilities.....	38
6.4 Effective Capacity Notice .....	38
<b>ARTICLE 7 METERING.....</b>	<b>39</b>

7.1	Metering.....	39
7.2	Meter Verification.....	39
<b>ARTICLE 8 INVOICING AND PAYMENT; CREDIT.....</b>		<b>39</b>
8.1	Invoicing .....	39
8.2	Payment.....	40
8.3	Books and Records .....	40
8.4	Invoice Adjustments .....	40
8.5	Billing Disputes .....	41
8.6	Netting of Payments.....	41
8.7	Seller’s Development Security. ....	41
8.8	Seller’s Performance Security.....	41
8.9	First Priority Security Interest in Cash or Cash Equivalent Collateral .....	42
<b>ARTICLE 9 NOTICES .....</b>		<b>43</b>
9.1	Addresses for the Delivery of Notices .....	43
9.2	Acceptable Means of Delivering Notice.....	43
<b>ARTICLE 10 FORCE MAJEURE.....</b>		<b>43</b>
10.1	Definition .....	43
10.2	No Liability If a Force Majeure Event Occurs .....	44
10.3	Notice of Force Majeure .....	45
10.4	Termination Following Force Majeure Event.....	45
<b>ARTICLE 11 DEFAULTS; REMEDIES; TERMINATION.....</b>		<b>45</b>
11.1	Events of Default .....	45
11.2	Remedies; Declaration of Early Termination Date.....	47
11.3	Damage Payment; Termination Payment .....	47
11.4	Notice of Payment of Termination Payment or Damage Payment.....	48
11.5	Disputes With Respect to Termination Payment or Damage Payment .....	49
11.6	Limitation on Seller’s Ability to Make or Agree to Third-Party Sales from the Facility after Early Termination Date.....	49
11.7	Rights And Remedies Are Cumulative.....	49
11.8	Mitigation.....	49
11.9	Additional Seller Termination Right .....	49
<b>ARTICLE 12 LIMITATION OF LIABILITY AND EXCLUSION OF WARRANTIES .....</b>		<b>50</b>
12.1	No Consequential Damages.....	50
12.2	Waiver and Exclusion of Other Damages.....	50
<b>ARTICLE 13 REPRESENTATIONS AND WARRANTIES; COVENANTS .....</b>		<b>51</b>
13.1	Seller’s Representations and Warranties .....	51
13.2	Buyer’s Representations and Warranties .....	52
13.3	General Covenants .....	53
13.4	Seller’s Covenants .....	53
13.5	Supplier Diversity .....	54

<b>ARTICLE 14 ASSIGNMENT</b> .....	54
14.1 General Prohibition on Assignments .....	54
14.2 Collateral Assignment.....	54
14.3 Permitted Assignment by Seller.....	56
14.4 Portfolio Financing .....	57
14.5 Permitted Assignment by Buyer .....	57
<b>ARTICLE 15 DISPUTE RESOLUTION</b> .....	57
15.1 Governing Law; Venue.....	57
15.2 Dispute Resolution.....	58
15.3 Attorneys’ Fees .....	58
<b>ARTICLE 16 INDEMNIFICATION</b> .....	58
16.1 Indemnification.. .....	58
16.2 Claims .....	59
<b>ARTICLE 17 INSURANCE</b> .....	59
17.1 Insurance .....	59
<b>ARTICLE 18 CONFIDENTIAL INFORMATION</b> .....	61
18.1 Definition of Confidential Information.....	61
18.2 Duty to Maintain Confidentiality.....	61
18.3 Irreparable Injury; Remedies .....	61
18.4 Disclosure to Lenders, Etc .....	62
18.5 Press Releases .....	62
<b>ARTICLE 19 MISCELLANEOUS</b> .....	62
19.1 Entire Agreement; Integration; Exhibits.....	62
19.2 Amendments .....	62
19.3 No Waiver .....	62
19.4 No Agency, Partnership, Joint Venture or Lease.....	62
19.5 Severability .....	63
19.6 Mobile-Sierra .....	63
19.7 Counterparts.....	63
19.8 Electronic Delivery .....	63
19.9 Binding Effect.....	63
19.10 No Recourse to Members of Buyer .....	63
19.11 Forward Contract .....	64
19.12 Further Assurances.....	64
19.13 Change in Electric Market Design.....	64

**Exhibits:**

Exhibit A	Facility Description
Exhibit B	Major Project Development Milestones and Commercial Operation
Exhibit C	Compensation

Exhibit D	Scheduling Coordinator Responsibilities
Exhibit E	Progress Reporting Form
Exhibit F	Form of Monthly Available Capacity Report
Exhibit G	Form of Availability Notice
Exhibit H	Form of Commercial Operation Date Certificate
Exhibit I	Form of Installed Capacity and Efficiency Rate Test Certificate
Exhibit J	Form of Construction Start Date Certificate
Exhibit K	Form of Letter of Credit
Exhibit L	Reserved
Exhibit M	Form of Replacement RA Notice
Exhibit N	Notices
Exhibit O	Capacity Tests
Exhibit P	Monthly Capacity Availability Calculation
Exhibit Q	Operating Restrictions
Exhibit R	Metering Diagram

## ENERGY STORAGE SERVICE AGREEMENT

This Energy Storage Service Agreement (“**Agreement**”) is entered into as of March \_\_\_\_, 2025 (the “**Effective Date**”), between Buyer and Seller. Buyer and Seller are sometimes referred to herein individually as a “**Party**” and jointly as the “**Parties**.” All capitalized terms used in this Agreement are used with the meanings ascribed to them in Article 1 to this Agreement.

### RECITALS

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

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

WHEREAS, the Parties’ commitment to develop a portfolio of related facilities is set forth in that certain Energy Storage Development Framework Agreement (the “Framework Agreement”), dated as of March \_\_\_\_, 2025, between the Parties;

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

### ARTICLE 1 DEFINITIONS

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

“**AC**” means alternating current.

“**Accepted Compliance Costs**” has the meaning set forth in Section 3.7(e).

\_\_\_\_\_  
\_\_\_\_\_  
“**Additional COD Delay**” has the meaning set forth in Exhibit B, Section 4.c.

“**Administrative NQC Reduction**” means a reduction in the maximum achievable Net Qualifying Capacity of the Facility due to a reduction that has been generally applied to resources materially similar to the Facility in terms of technology 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. Notwithstanding the foregoing, “Administrative NQC Reduction” does not include any reductions that are related to the operation or interconnection of the Facility.

“**Affiliate**” means, with respect to any Person, each Person that directly or indirectly controls, is controlled by, or is under common control with such designated Person. For purposes

of this definition and the definition of “Permitted Transferee”, “control”, “controlled by”, and “under common control with”, as used with respect to any Person, shall mean (a) the direct or indirect right to cast at least fifty percent (50%) of the votes exercisable at an annual general meeting (or its equivalent) of such Person or, if there are no such rights, ownership of at least fifty percent (50%) of the equity or other ownership interest in such Person, or (b) the right to direct the policies or operations of such Person.

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

“**Ancillary Services**” means all ancillary services, products and other attributes, if any, associated with the Installed Capacity of the Facility, including spinning reserve, non-spinning reserve, regulation up, regulation down, and voltage support as each is defined in the CAISO Tariff, and any other ancillary services added to the Agreement in accordance with Section 3.4; *provided*, Ancillary Services does not include black start service.

“**Assisting Party**” has the meaning set forth in Exhibit C, Section (d).

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

“**Automated Dispatches**” has the meaning set forth in Section 6.1(c).

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

“**Availability Adjustment**” or “**AA**” has the meaning set forth in Exhibit C.

“**Availability Notice**” has the meaning set forth in Section 4.8(b).

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

“**Available Capacity**” means the Effective Capacity of the Facility, expressed in MWs, that is mechanically available to charge and discharge Energy and provide Ancillary Services.

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

“**Business Day**” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday in California. A Business Day begins at 8:00 a.m. and ends at 5:00 p.m. Pacific Prevailing Time (PPT).

**“Buyer”** means the Clean Energy Alliance, a California joint powers authority.

**“Buyer Default”** means a failure by Buyer or its agents to perform Buyer’s obligations hereunder and includes an Event of Default of Buyer.

**“Buyer Dispatched Test”** has the meaning in Section 4.4(c).

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

**“CAISO Approved Meter”** means a CAISO approved revenue quality meter or meters, CAISO approved data processing gateway or remote intelligence gateway, telemetering equipment and data acquisition services sufficient for monitoring, recording and reporting, in real time, all Charging Energy and Discharging Energy delivered to or from the Delivery Point.

**“CAISO Certification”** means the certification and testing requirements for a storage unit set forth in the CAISO Tariff that are applicable to the Facility, including certification and testing for all applicable Ancillary Services, PMAX, and PMIN.

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

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

**“CAISO Metered Entity”** has the meaning set forth in the CAISO Tariff.

**“CAISO Operating Order”** means the “operating order” defined in Section 37.2.1.1 of the CAISO Tariff.

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

**“Capacity Attribute”** 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.

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

**“Capacity Test”** or **“CT”** 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 Exhibit Q.

[REDACTED]



[REDACTED]

[REDACTED]

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

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

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

“**Charging Energy**” 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.

“[REDACTED]”

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

“**Claim**” has the meaning set forth in Section 16.2(a).

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

“**Code**” means the U.S. Internal Revenue Code, as amended.

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

“**Commercial Operation Capacity Test**” 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 5 of Exhibit B.

“**Commercial Operation Date**” or “**COD**” has the meaning set forth in Exhibit B.

**“Commercial Operation Delay Damages”** means an amount equal to (a) the Development Security amount required hereunder, divided by (b) one hundred twenty (120).

**“Compliance Actions”** has the meaning set forth in Section 3.7(c).

**“Compliance Expenditure Cap”** has the meaning set forth in Section 3.7(b).

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

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

**“Contract Term”** has the meaning set forth in Section 2.1(a).

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

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

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

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

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

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

**“CPM Soft Offer Cap”** has the meaning set forth in Section 43A.4.1.1 of the CAISO Tariff.

**“CPUC”** means the California Public Utilities Commission, or any successor entity performing similar functions.

**“CPUC Master Resource Database”** means the CPUC database of generation, energy storage and other resources qualified to provide Resource Adequacy Benefits capacity to load serving entities.

**“Credit Rating”** means, with respect to any entity, the rating then assigned to such entity’s unsecured, senior long-term debt obligations (not supported by third party credit enhancements) or if such entity does not have a rating for its senior unsecured long-term debt, then the rating then-

assigned to such entity as an issuer rating by S&P or Moody's. If ratings by S&P and Moody's are not equivalent, the lower rating shall apply.

**"Cure Plan"** has the meaning set forth in Section 11.1(b)(iii).

**"Curtailement Order"** means any of the following:

(a) CAISO orders, directs, alerts, or provides notice to a Party, including a CAISO Operating Order, to curtail deliveries of Discharging 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 Distribution 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 Distribution Provider's electric system integrity or the integrity of other systems to which the Distribution Provider is connected;

(c) a curtailment ordered by CAISO or Distribution Provider due to scheduled or unscheduled maintenance on the Distribution Provider's or CAISO's transmission or distribution facilities that prevents (i) Buyer from receiving Charging Energy at the Delivery Point or (ii) Seller from delivering Discharging Energy to the Delivery Point; or

(d) a curtailment in accordance with Seller's obligations under its Interconnection Agreement with the Distribution Provider.

**"Daily Delay Damages"** means an amount equal to (a) the Development Security amount required hereunder, divided by [REDACTED]

**"Damage Payment"** means the amount to be paid by the Defaulting Party to the Non-Defaulting Party after a Terminated Transaction occurring prior to the Commercial Operation Date, in a dollar amount 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.

**"Dedicated Interconnection Capacity"** 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.

**"Deemed Delivered RA"** means, for the applicable Showing Month, the amount of Net Qualifying Capacity, expressed in MW, that the Facility would have been able to deliver as Resource Adequacy Benefits, but for (a) a Force Majeure Event as provided in Section 10.1, or (b)

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.

**“Defaulting Party”** has the meaning set forth in Section 11.1(a).

**“Delivered RA”** means an amount, expressed in MW, calculated for the applicable Showing Month as the sum of (a) the amount of the Net Qualifying Capacity of the Facility for such Showing Month able to be shown for each hour of the Resource Duration on Buyer’s monthly or annual Resource Adequacy Plan to the CAISO and CPUC and able to be counted as Resource Adequacy Benefits by both the CAISO and CPUC, (b) Deemed Delivered RA and (c) Replacement RA.

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

**“Delivery Point”** has the meaning set forth in Exhibit A.

**“Delivery Term”** shall mean the period of Contract Years set forth on the Cover Sheet beginning on the Commercial Operation Date as may be extended pursuant to Section 2.1(b), unless terminated earlier in accordance with the terms and conditions of this Agreement.

**“Development Cure Period”** has the meaning set forth in Exhibit B.

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

**“Discharging Energy”** means all Energy delivered 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.

**“Discharging Notice”** 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. Any instruction to discharge the Facility pursuant to a Buyer Dispatched Test shall be considered a Discharging Notice.

**“Disclosing Party”** 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, 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.

**“Dispute Notice”** has the meaning set forth in Section 15.2.

**“Distribution Provider”** means any entity or entities transmitting or transporting the Delivered Energy on behalf of Seller or Buyer to or from the Delivery Point, but excluding Seller or any Seller’s Affiliate responsible for operating any gen-tie line to any point of interconnection to a Distribution Provider’s transmission system or distribution system. For purposes of this Agreement, the Distribution Provider is set forth in Exhibit A.

**“Distribution System”** means the distribution facilities now or hereafter in existence which provide energy distribution service downstream from the Delivery Point.

**“Early Termination Date”** 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 the number of hours of continuous discharge corresponding to the Resource Duration, as measured in MW AC 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). Effective Capacity shall not exceed one hundred fourteen percent (114%) of the Guaranteed Capacity.

**“Effective Capacity Notice”** has the meaning set forth in Section 6.3.

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

**“Efficiency Rate”** means the measured round-trip efficiency rate of the Facility, expressed as a percentage, calculated pursuant to a Capacity Test, and which for a given calendar month shall be prorated as necessary if more than one Efficiency Rate applies during such calendar month.

**“Electrical Losses”** means, subject to meeting any applicable CAISO requirements and in accordance with Section 7.1, all transmission, distribution, 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.

**“Emission Reduction Credits”** or **“ERCs”** 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.

**“Energy”** means alternating current electrical energy measured in MWh.

**“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.



**“Facility”** means the energy storage facility described on the Cover Sheet and in Exhibit A, 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 of this Agreement.

**“Facility Meter”** 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.

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

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

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

**“Framework Agreement”** has the meaning set forth in the Recitals.

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

**“Gains”** means, with respect to any Non-Defaulting 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, which economic benefit (if any) shall be deemed the gain (if any) to such Non-Defaulting Party represented by, (a) if Buyer is the Non-Defaulting Party, the positive difference between the present value of the payments required to be made by Buyer during the remaining Contract Term of this Agreement and the present value of the payments that would be required to be made by Buyer under any transaction(s) replacing this Agreement, and (b) if Seller is the Non-Defaulting Party, the positive difference between the present value of the payments that would be required to be made to, or that would otherwise be received by, Seller under any transaction(s) replacing this Agreement and the present value of the payments required to be made to Seller during the remaining Contract Term of this Agreement. Factors used in determining the economic benefit to a Non-Defaulting 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.

**“GHG Regulations”** means Title 17, Division 3 (Air Resources), Chapter 1 (Air Resources Board), Subchapter 10 (Climate Change), Article 5 (Emissions Cap), Sections 95800 to 96023 of the California Code of Regulations, as amended or supplemented from time to time.

**“Governmental Authority”** means any federal, state, provincial, local or municipal government, any political subdivision thereof or any other governmental, congressional or parliamentary, regulatory, or judicial instrumentality, authority, body, agency, department, bureau, or entity with authority to bind a Party at law, including CAISO; *provided, however*, “Governmental Authority” shall not in any event include any Party.

**“Grant Applicant”** has the meaning set forth in Exhibit C, Section (d).

**“Greenhouse Gas”** or **“GHG”** has the meaning set forth in the GHG Regulations or in any other applicable Laws.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**“Guaranteed Availability”** means the minimum guaranteed Monthly Capacity Availability of the Facility in each month of the Delivery Term, as set forth on the Cover Sheet.

**“Guaranteed Capacity”** means the maximum dependable operating capability of the Facility to discharge electric energy, as measured in MW AC at the Delivery Point (i.e., measured at the Facility Meter and adjusted for Electrical Losses and Station Use to the Delivery Point), for the number of hours of continuous discharge corresponding to the Resource Duration, that Seller commits to install pursuant to this Agreement, as set forth on the Cover Sheet.

**“Guaranteed Commercial Operation Date”** means the date set forth on the Cover Sheet, as such date may be extended pursuant to Exhibit B.

**“Guaranteed Construction Start Date”** means the date set forth on the Cover Sheet, as such date may be extended pursuant to Exhibit B.

**“Guaranteed Efficiency Rate”** means the minimum guaranteed Efficiency Rate of the Facility in each Contract Year of the Delivery Term, as set forth on the Cover Sheet.

**“Guaranteed RA Amount”** means, for any Showing Month, an amount of Qualifying Capacity that may be shown for each hour of the Resource Duration, expressed in MW, equal to the Installed Capacity of the Facility as determined by the CPUC, *minus* Administrative NQC Reduction in the applicable Showing Month.

**“Hazardous Substance”** 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.

**“Imbalance Energy”** 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.

**“Imbalance Reserves”** has the meaning set forth in the CAISO Tariff.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



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

**“Initial Showing Month”** means the first month that the Buyer (or Buyer’s SC, if applicable) is capable of including the Project’s Resource Adequacy Benefits 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) P<sub>MAX</sub>, and (b) the maximum dependable operating capacity of the Facility to discharge Energy for the number of hours of continuous discharge corresponding to the Resource Duration, as measured in MW AC at the Delivery Point (i.e., measured by the Facility Meter and adjusted for Electrical Losses to the Delivery Point), that achieves Commercial Operation, as evidenced by a certificate substantially in the form attached as Exhibit I hereto, as such capacity may be adjusted pursuant to Section 5 of Exhibit B, but in either case (a) or (b) up to but not in excess of one hundred fourteen percent (114%) of the Guaranteed Capacity.

**“Insurable Force Majeure Event”** means any Force Majeure Event which results in direct, physical loss to the Facility and is covered by Seller’s insurance policy.

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

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

**“Interconnection Agreement”** means the interconnection agreement entered into by Seller or Seller’s Affiliate pursuant to which the Facility will be interconnected with the Distribution 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.

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

**“Interconnection Point”** means the point at which Seller’s Interconnection Facilities interconnect with the Distribution System pursuant to the Interconnection Agreement, which point is identified in Exhibit A.

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

**“Investment Grade Credit Rating”** means a Credit Rating of BBB- or higher by S&P or Baa3 or higher by Moody’s.

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

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

**“Joint Powers Agreement”** means that certain Joint Powers Agreement dated January 29, 2021, as amended from time to time, under which Buyer is organized as a Joint Powers Authority in accordance with the Joint Powers Act.

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

**“Lender”** means, collectively, any Person (a) providing senior or subordinated construction, interim, back leverage or long-term debt, equity or tax equity financing or refinancing for or in connection with the development, construction, purchase, installation or operation of the Facility, whether that financing or refinancing takes the form of private debt (including back-leverage debt), equity (including tax equity), public debt or any other form (including financing or refinancing provided to a member or other direct or indirect owner of Seller), including any equity or tax equity investor directly or indirectly providing financing or refinancing for the Facility or purchasing equity ownership interests of Seller and/or its Affiliates, and any trustee or agent or similar representative acting on their behalf, (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 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 with such bank having a Credit Rating of at least A- with an outlook designation of “stable” from S&P or A3 with an outlook designation of “stable” from Moody’s, in a form substantially similar to the letter of credit set forth in Exhibit K.

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

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

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

**“Local Workforce Requirement”** has the meaning set forth in Section 13.4(c).

**“Marketable Emission Trading Credits”** 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.

**“Major Equipment”** means the batteries, main power transformer, medium voltage transformer, inverters, and the monitoring and control systems to be installed at the Facility.

**“Material Permits”** means all permits required for Seller to commence construction, including any discretionary and building permits required by the relevant jurisdiction.

**“Maximum Charging Capacity”** means the highest level at which the Facility may be charged, expressed in MW and as set forth in Exhibit Q.

**“Maximum Discharging Capacity”** means the highest level at which the Facility may be discharged, expressed in MW and as set forth in Exhibit Q.

**“Maximum State of Charge”** means the maximum State of Charge to which the Facility may be charged, as set forth in Exhibit Q.

**“Maximum Stored Energy Level”** means the maximum Stored Energy Level the Facility is capable of achieving, expressed in MWh, as set forth in Exhibit Q.

**“Meter Service Agreement”** means “Meter Service Agreement for CAISO Metered Entities” or “Meter Service Agreement for Scheduling Coordinators”, as applicable, as each are defined in the CAISO Tariff.

**“Milestones”** 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.

**“Minimum State of Charge”** means the minimum State of Charge to which the Facility may be discharged, as set forth in Exhibit Q.

**“Minimum Stored Energy Level”** means the minimum Stored Energy Level the Facility is capable of achieving, expressed in MWh, as set forth in Exhibit Q.

**“Monthly Available Capacity Report”** has the meaning set forth in Section 4.8(a).

**“Monthly Capacity Availability”** has the meaning set forth in Exhibit P.

**“Monthly Capacity Payment”** means the payment required to be made by Buyer to Seller each month commencing on the Commercial Operation Date and throughout the Delivery Term as compensation for the Product, as calculated in accordance with Exhibit C.

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

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

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

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

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

“**Network Upgrade**” means collectively Delivery Network Upgrades and Reliability Network Upgrades.

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

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

“**Notice of Claim**” has the meaning set forth in Section 16.2(a).

“**NP-15**” means the Existing Zone Generation Trading Hub for Existing Zone region NP15 as set forth in the CAISO Tariff.

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

“**Option Facilities**” has the meaning set forth in Section 2.1(f).

“**Outage Schedule**” has the meaning set forth in Section 4.9(a)(i).

“**Participating Generator Agreement**” has the meaning set forth in the CAISO Tariff.

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

“**Performance Security**” means (i) cash, or (ii) a Letter of Credit in the amount set forth on the Cover Sheet.

“**Permitted Transferee**” means:

(i) any entity that satisfies, or is controlled by another Person that satisfies the following requirements:

(a) A Tangible Net Worth of not less than one hundred fifty million dollars (\$150,000,000) or a Credit Rating of at least BBB- from S&P, BBB- from Fitch, or Baa3 from Moody's; and

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

(ii) any Affiliate of Seller; or

(iii) any other Person that is reasonably acceptable to Buyer.

**“Permitting Delays”** means any delay in Seller’s receipt, due to no fault or delay on behalf of Seller, of any discretionary approvals and permits required for the construction of the Facility; provided however, that Permitting Delays shall be allowed if Seller achieved the Permit Submission Milestone and has exercised diligent and commercially reasonable efforts to obtain such permits.

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

**“Planned Outage”** means a period during which the Facility is either in whole or in part not capable of providing service due to planned maintenance that has been scheduled in advance in accordance with Section 4.12(a).

**“PMAx”** means the applicable CAISO-certified maximum operating level of the Facility.

**“PMIN”** means the applicable CAISO-certified minimum operating level of the Facility.

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

**“Portfolio”** 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.

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

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

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

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

**“Prudent Operating Practice”** means (a) the applicable practices, methods and acts required by or consistent with applicable Laws and reliability criteria, and otherwise engaged in or approved by a significant portion of the electric industry during the relevant time period with respect to grid-interconnected, utility-scale 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.

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

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

**“RA Deficiency Amount”** means the liquidated damages payment that Seller shall pay to Buyer for an applicable RA Shortfall Month, as calculated in accordance with Section 3.5(b).

**“RA Guarantee Date”** means the Commercial Operation Date.

**“RA Penalties”** 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. RA Penalties does not include any penalty multipliers assessed by the CPUC in connection with Buyer’s repeated failure to meet its CPUC RA requirements.

**“RA Shortfall Amount”** shall be determined by calculating the difference of the Guaranteed RA Amount *minus* the Delivered RA for the hour of the highest deficiency in the Relevant Day in the applicable Showing Month. Such average hourly value shall be the “RA Shortfall Amount” for purposes of calculating an RA Deficiency Amount for such 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.

**“RA Shortfall Month”** means, for purposes of calculating an RA Deficiency Amount under Section 3.5(b), any Showing Month during the Delivery Term, commencing with the Showing Month after the condition precedent set forth in Section 3.3 are successfully achieved, during which there is a RA Shortfall.

**“RA Substitute Capacity”** has the meaning set forth in the CAISO Tariff.

**“Ramp Rate”** means the ability of the Facility to change between power output levels, expressed in MW<sub>AC</sub>/min.

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

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

**“Relevant Day”** means the peak day(s) of the month, or such other time period, as established by the CPUC for purposes of determining compliance with Resource Adequacy Requirements.

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

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

**“Replacement RA”** means Resource Adequacy Benefits from a Resource Adequacy Resource that are equivalent in all respects 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, Flexible RAR, the same Slice-of-Day generation profile and related characteristics, 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.

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

**“Resource Adequacy Benefits”** means the rights and privileges attached to the Facility that satisfy any entity’s Resource Adequacy 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 RAR, Flexible RAR, and Local RAR, and any successor criteria applicable to the Facility, including any Resource Duration attributes.

**“Resource Adequacy Plan”** has the meaning set forth in the CAISO Tariff.

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

**“Resource Adequacy Resource”** has the meaning set forth in the CAISO Tariff.

**“Resource Adequacy Rulings”** means any applicable CPUC ruling or decision relating to resource adequacy, or any other resource adequacy Law, 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.

**“Resource Duration”** means the number of continuous hours of discharge as set forth on the Cover Sheet.

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

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

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

“**Scheduled Energy**” means the 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.

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

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

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

“**Seller Dispatch**” has the meaning set forth in Section 4.4(c).

“**Seller Initiated Test**” has the meaning set forth in Section 4.7(c).

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

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

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

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



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

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

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

**“Slice-of-Day”** or **“SOD”** has the meaning set forth in the Resource Adequacy Rulings.

**“State of Charge”** or **“SOC”** means the ratio of (a) the Stored Energy Level of the Facility to (b) the Effective Capacity multiplied by the Resource Duration, expressed as a percentage.

**“Station Use”** 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 Facility is charging or discharging pursuant to a Charging Notice or Discharging Notice.

**“Stored Energy Level”** means, at a particular time, the amount of electric Energy in the Facility available to be discharged as Discharging Energy, expressed in MWh.

**“Subsequent Purchaser”** 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.

[REDACTED]

**“Supply Plan”** has the meaning set forth in the CAISO Tariff.

**“System Emergency”** means any condition that requires, as determined and declared by CAISO or the Distribution Provider, automatic or immediate action to (i) prevent or limit harm to or loss of life or property, (ii) prevent loss of transmission or distribution facilities or generation

supply in the immediate vicinity of the Facility, or (iii) to preserve Transmission System or Distribution System reliability.

**“Tangible Net Worth”** means the tangible assets (for example, not including intangibles such as goodwill and rights to patents or royalties) that remain after deducting liabilities as determined in accordance with generally accepted accounting principles.

**“Tax”** or **“Taxes”** means all U.S. federal, state and local and any foreign taxes, levies, assessments, surcharges, duties and other fees and charges of any nature imposed by a Governmental Authority, whether currently in effect or adopted during the Contract Term, including ad valorem, excise, franchise, gross receipts, import/export, license, property, sales and use, stamp, transfer, payroll, unemployment, income, and any and all items of withholding, deficiency, penalty, additions, interest or assessment related thereto.

**“Tax Credits”** means any (a) federal production tax credit, depreciation benefit, tax deduction and/or investment tax credit, including the ITC, specific to investments in energy storage facilities and (b) any refundable credit, grant, or other cash payment in lieu of an incentive described in clause (a).

**“Terminated Transaction”** has the meaning set forth in Section 11.2(a).

**“Termination Payment”** has the meaning set forth in Section 11.3(b).

[REDACTED]

**“Throughput”** means, at any point in time during any day or Contract Year, as applicable, the total cumulative amount of Discharging Energy from the Facility at such point in time during such day or Contract Year, as applicable (expressed in MWh).

**“Transmission System”** means the transmission facilities operated by the CAISO, now or hereafter in existence, which provide energy transmission service downstream from the Delivery Point.

**“Ultimate Parent”** means [REDACTED] a [REDACTED] registered in [REDACTED].

**“Unplanned Outage”** 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 Rules of Interpretation.** In this Agreement, except as expressly stated otherwise or unless the context otherwise requires:

(a) headings and the rendering of text in bold and italics are for convenience and reference purposes only and do not affect the meaning or interpretation of this Agreement;

(b) words importing the singular include the plural and vice versa and the masculine, feminine and neuter genders include all genders;

(c) the words “hereof”, “herein”, and “hereunder” and words of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(d) a reference to an Article, Section, paragraph, clause, Party, or Exhibit is a reference to that Article, Section, paragraph, clause of, or that Party or Exhibit to, this Agreement unless otherwise specified;

(e) a reference to a document or agreement, including this Agreement shall mean such document, agreement or this Agreement including any amendment or supplement to, or replacement, novation or modification of this Agreement, but disregarding any amendment, supplement, replacement, novation or modification made in breach of such document, agreement or this Agreement;

(f) a reference to a Person includes that Person’s successors and permitted assigns;

(g) the terms “include” and “including” mean “include or including (as applicable) without limitation” and any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided;

(h) references to any statute, code or statutory provision are to be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or reenacted, and include references to all bylaws, instruments, orders and regulations for the time being made thereunder or deriving validity therefrom unless the context otherwise requires;

(i) in the event of a conflict, a mathematical formula or other precise description of a concept or a term shall prevail over words providing a more general description of a concept or a term;

(j) references to any amount of money shall mean a reference to the amount in United States Dollars;

(k) the expression “and/or” when used as a conjunction shall connote “any or all of”;

(l) words, phrases or expressions not otherwise defined herein that (i) have a generally accepted meaning in Prudent Operating Practice shall have such meaning in this Agreement or (ii) do not have well known and generally accepted meaning in Prudent Operating Practice but that have well known and generally accepted technical or trade meanings, shall have such recognized meanings; and

(m) each Party acknowledges that it was represented by counsel in connection with this Agreement and that it or its counsel reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

**ARTICLE 2**  
**TERM; CONDITIONS PRECEDENT**

**2.1 Contract Term.**

(a) The term of this Agreement shall commence on the Effective Date and shall remain in full force and effect until the conclusion of the Delivery Term, subject to any early termination provisions set forth herein, including Section 2.1(b) (“**Contract Term**”); *provided*, Buyer’s obligations to pay for or accept any Product are subject to Seller’s completion of the conditions precedent pursuant to Section 2.2.

(b) The obligations of each Party under this Agreement shall not commence until Seller’s receipt of (i) the approval of the interconnection application for the Facility by SDG&E, and (ii) Seller’s receipt of Site Control. [REDACTED]

[REDACTED]

(c) [REDACTED]

(d) [REDACTED]

(e) Applicable provisions of this Agreement shall continue in effect after termination, including early termination, to the extent necessary to enforce or complete the duties, obligations or responsibilities of the Parties arising prior to termination. The confidentiality

obligations of the Parties under Article 18 shall remain in full force and effect for two (2) years following the termination of this Agreement, and all indemnity and audit rights shall remain in full force and effect for three (3) years following the termination of this Agreement.

(f) At the end of the 5<sup>th</sup> and 10<sup>th</sup> Contract Years, Buyer shall have the option to purchase some or all of the Facilities (“**Option Facilities**”). At least one-hundred eighty (180) days prior to the end of the fifth (5<sup>th</sup>) and/or tenth (10<sup>th</sup>) Contract Years, Buyer shall provide Notice to Seller of its intent to purchase the Option Facilities, and the Parties shall promptly enter into good faith negotiations for the purchase of the Option Facilities. If the Parties fail to reach agreement on the terms and conditions of the purchase within one-hundred twenty (120) days after the commencement of negotiations, neither Party shall have any further obligations to negotiate such purchase.

**2.2 Commercial Operation; Conditions Precedent.** 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 all of the following requirements have been met to Buyer’s reasonable satisfaction (not to be unreasonably withheld, conditioned or delayed).

(a) The Facility is fully operational, reliable and interconnected, fully integrated and synchronized with the Distribution System.

(b) Seller has delivered to Buyer (i) a completion certificate from a Licensed Professional Engineer substantially in the form of Exhibit H and (ii) a certificate from a Licensed Professional Engineer substantially in the form of Exhibit I setting forth the Installed Capacity and Efficiency Rate on the Commercial Operation Date;

(c) The Facility has met all Interconnection Agreement requirements that are preconditions to receiving and delivering Energy in the amount of the Guaranteed Capacity and is capable of receiving Charging Energy from, and delivering Discharging Energy to, the CAISO Balancing Authority, if applicable.

(d) The commissioning of the equipment has been completed in accordance with the applicable material requirements of the manufacturers’ specifications.

(e) 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.

(f) Intentionally Omitted.

(g) 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, if applicable.

(h) Seller has obtained CAISO Certification for the Facility.

(i) The Facility has successfully completed all testing required by Prudent Operating Practice or any requirement of Law to operate the Facility.

(j) 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.

(k) Seller has Site Control.

(l) Seller has delivered the Performance Security to Buyer.

(m) Insurance requirements for the Facility as set forth in Article 17 have been met, with evidence provided in writing to Buyer.

(n) Seller has paid Buyer for all amounts owing, if any, including Commercial Operation Delay Damages.

(o) Seller has taken all actions and executed all documents and instruments required to authorize Buyer (or its designated agent) to act as Scheduling Coordinator under this Agreement, and Buyer (or its designated agent) is authorized to act as Scheduling Coordinator and has full capability to Schedule and dispatch the Facility; and

(p) Seller has established a process to provide Availability Notices pursuant to Section 4.13(b) to Buyer's Scheduling Coordinator subject to Buyer's approval, not to be unreasonably withheld.

**2.3 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 agrees to regularly scheduled meetings between representatives of Buyer and Seller to review such reports and discuss Seller's construction progress. The form of the Progress Report is set forth in Exhibit E. Seller shall also provide Buyer with any reasonably requested documentation (subject to confidentiality restrictions) directly related to the achievement of Milestones within ten (10) Business Days of receipt of such request from 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 Remedial Action Plan.** If Seller misses a Milestone by more than sixty (60) days, except as the result of Force Majeure Event or Buyer Default, Seller shall submit to Buyer, within ten (10) Business Days of the end of such sixty (60)-day period following the 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 (e.g., governmental approvals, financing, property acquisition, design activities, equipment procurement, project construction, interconnection, or any other factor), Seller's

detailed description of its proposed course of action to achieve the missed Milestones and all subsequent Milestones by the Guaranteed Commercial Operation Date; *provided*, delivery of any Remedial Action Plan shall not relieve Seller of its obligation to provide Remedial Action Plans with respect to any subsequent Milestones and to achieve the Guaranteed Commercial Operation Date in accordance with the terms of this Agreement. Subject to the provisions of Exhibit B, so long as Seller complies with its obligations under this Section 2.4, Seller shall not be considered in default of its obligations under this Agreement solely as a result of missing any Milestone.

**2.5 Pre-Commercial Operation Actions.** 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.

**2.6 Right of First Offer.** If the Agreement is terminated due to a Seller Event of Default prior to the Commercial Operation Date, Seller shall not enter into any agreement to sell any Product from the Facility for a period of two (2) years after the effective date of such termination without first having provided written notice to Buyer of an offer to purchase such Product (a "**ROFO Offer**"). Buyer shall have thirty (30) days to consider and respond to such ROFO Offer. If Buyer provides notice to Seller accepting the ROFO Offer within thirty (30) days, then the Parties shall negotiate in good faith to enter into a binding agreement for purchase and sale of Product in accordance with the price and non-price commercial terms of the ROFO Offer and otherwise substantially in the form of this Agreement. If the Parties fail to enter into a binding agreement within ninety (90) days of Buyer's acceptance of the ROFO Offer, then Seller shall have the right to enter into any other agreement, within the next one hundred eighty (180) days, so long as the prices under such agreement are equal to or greater than the respective prices under the ROFO Offer. If Seller does not enter into such agreement within such one hundred eighty (180) day period, then Seller shall be required again to first provide a ROFO Offer to Buyer, and comply with the related obligations under this provision, with respect to any agreement to sell any Product from the Facility that Seller enters into within two (2) years after Buyer's termination of this Agreement before the Commercial Operation Date due to a Seller Event of Default.

## **ARTICLE 3 PURCHASE AND SALE**

**3.1 Purchase and Sale of Product.** Subject to the terms and conditions of this Agreement, during the Delivery Term, Buyer shall have the exclusive right to the Installed Capacity and Effective Capacity, as applicable, and all Product associated therewith. 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 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 Capacity Attributes.** Seller's obligations to provide Resource Adequacy Benefits under this Agreement are subject to Seller receiving Full Capacity Deliverability Status or Interim Capacity Status from the CAISO for the Facility. Seller shall make commercially reasonable efforts to obtain Full Capacity Deliverability Status or Interim Deliverability Status. Seller shall request Full Capacity Deliverability Status for the Facility's Guaranteed Capacity in the CAISO generator interconnection process. Upon Buyer's reasonable request, Seller will provide Buyer with an update on its progress toward achievement of such Interim Deliverability Status or Full Capacity Deliverability Status. If and to the extent the CAISO has confirmed to Seller's reasonable satisfaction that the Facility has been allocated Interim Deliverability Status or Full Capacity Deliverability Status, Seller's obligations in this Agreement with respect to Resource Adequacy Benefits shall take effect. If Seller is not awarded Full Capacity Deliverability Status, (i) Seller shall not be obligated to provide Resource Adequacy Benefits under this Agreement, (ii) there shall be no Event of Default under this Agreement, and (iii) there shall be no impact on the Energy-only Contract Price or other material provisions of this Agreement that are not related to the sale of Resource Adequacy Benefits to Buyer. As between Buyer and Seller, Seller shall be responsible for the cost and installation of any Reliability Network Upgrades and/or Delivery 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 the Capacity Attributes from the Facility.

(b) Throughout the Delivery Term, Seller shall maintain Full Capacity Deliverability Status for the Facility from the CAISO and shall perform all actions necessary to ensure that the Facility qualifies to provide Resource Adequacy Benefits to Buyer. Throughout the Delivery Term, Seller hereby covenants and agrees to transfer all Resource Adequacy Benefits from the Facility 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 all documents or instruments necessary to enable Buyer to use all of the Capacity Attributes committed by Seller to Buyer pursuant to this Agreement.

(d) If Seller anticipates it will have an RA Deficiency Amount in any month of the Delivery Term, Seller may, as an alternative to paying RA Deficiency Amounts, provide Replacement RA up to the anticipated RA Shortfall; *provided*, any Replacement RA capacity shall be communicated by Seller to Buyer with Replacement RA product information in a written notice substantially in the form of Exhibit M at least sixty (60) days before the applicable Showing Month.



**3.4 Ancillary Services.** 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 Exhibit Q and the Facility's CAISO Certification associated with the Installed Capacity, adjusted to reflect 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 without modification of the Facility; *provided*, Buyer shall reimburse Seller for any material costs Seller incurs in connection with conducting such additional CAISO Certification.

**3.5 Resource Adequacy Failure.**

(a) RA Deficiency Determination. For each RA Shortfall Month, Seller shall pay to Buyer the RA Deficiency Amount as liquidated damages, in each case, as the sole remedy for the Capacity Attributes Seller failed to convey to Buyer.

(b) RA Deficiency Amount Calculation. Commencing on the first day of the Initial Showing Month, for each RA Shortfall Month, Seller shall pay to Buyer an amount (the "**RA Deficiency Amount**") equal to the sum of (i) the cost of Replacement RA purchased by Buyer and (ii) the RA shortfall multiplied by the sum of any actual penalties incurred by Buyer, excluding any penalty multipliers assessed by the CPUC in connection with Buyer's repeated failure to meet the CPUC resource adequacy requirements, including the CPM Soft Offer Cap and the RA Penalties for System RAR applicable to the RA shortfall for such RA Shortfall Month; *provided*, Seller may, as an alternative to paying RA Deficiency Amounts, provide Replacement RA, provided that any Replacement RA capacity is communicated by Seller to Buyer with Replacement RA product information in a written notice to Buyer at least seventy-five (75) days before the RA Shortfall Month.

[REDACTED]

[REDACTED]

**3.6 Buyer's Re-Sale of Product.** 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, re-sale 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 Compliance Expenditure Cap.**

(a) Seller agrees, subject to the provisions of this Section 3.7, 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 to maximize benefits to Buyer, including: (i) the modification of the description of Capacity Attributes as may be required, including updating the Agreement to reflect any mandatory contractual language required by Governmental Authorities; or (ii) submission of any reports, data, or other information required by Governmental Authorities; *provided*, Seller shall have no obligation to modify this Agreement, or take other actions not required under this Agreement, if such modifications or actions would materially adversely affect, or could reasonably be expected to have or result in a material adverse effect on, any of Seller's rights, benefits, risks and/or obligations under this Agreement.

(b) If a change in Law occurring after the Effective Date has increased Seller's known or reasonably expected costs to comply with Seller's obligations under this Agreement with respect to obtaining, maintaining, conveying or effectuating Buyer's use of any Capacity Attributes, (if available) (any action required to be taken by Seller to comply with such change in law, a "**Compliance Action**"), 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 [REDACTED] in the aggregate over the term of the Agreement ("**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 (i) agree to reimburse Seller for all of the costs that exceed the Compliance Expenditure Cap (such Buyer-agreed upon costs, the "**Accepted Compliance Costs**"), or (ii) waive Seller's obligation to take such Compliance Actions, or any part thereof for which Buyer has not agreed to reimburse Seller. If Buyer does not respond to a Notice given by Seller under this Section 3.7 within sixty (60) days after Buyer's receipt of same, Buyer shall be deemed to have waived its rights to require Seller to take the Compliance Actions that are the subject of the Notice, and Seller shall have no further obligation to take, and no liability for any failure to take, these Compliance Actions for the remainder of the Contract Term.

(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.

## **ARTICLE 4**

### **OBLIGATIONS AND DELIVERIES**

**4.1 Delivery.** Subject to the provisions of this Agreement, including Section 3.3 and 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. 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 by the Distribution 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 and distribution costs and transmission and distribution 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 and charges associated with Interconnection Facilities and Network Upgrades necessitated by the interconnection of the Facility. Throughout the Delivery Term, Seller shall provide under the Interconnection Agreement interconnection capacity and rights to the Facility of not less than the Dedicated Interconnection Capacity. Seller shall not allow the interconnection capacity under the Interconnection Agreement that is associated with the Dedicated Interconnection Capacity to be used by any party other than Buyer, including in connection with the Shared Facilities.

**4.3 Storage Availability and Efficiency Rate.**

(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, calculated pursuant to a Capacity Test, of no less than Guaranteed Efficiency Rate. If the Efficiency Rate during any month is less than the Guaranteed Efficiency Rate, Seller shall owe liquidated damages pursuant to Exhibit C.

**4.4 Capacity Test.**

(a) Prior to the Commercial Operation Date, Seller shall schedule and complete a Commercial Operation Capacity Test in accordance with Exhibit O. Thereafter, Seller and Buyer shall have the right to run additional Capacity Tests in accordance with Exhibit O.

(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 Exhibit O. 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, as applicable, determined pursuant to

such Capacity Test (not to exceed the Installed Capacity) 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, including compensation under Exhibit C, until a revised Effective Capacity and/or Efficiency Rate, as applicable, is determined pursuant to a subsequent Capacity Test.

(b) Additional Testing. 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 in accordance with Section 4.6(b). For any Seller Initiated Test other than a Capacity Test required by Exhibit O for which there is a stated notice requirement, Seller shall notify Buyer no later than twenty-four (24) hours prior thereto (or any shorter period reasonably acceptable to Buyer consistent with Prudent Operating Practices).

(c) Any testing of the Facility requested by Buyer after the Commercial Operation Capacity Tests, and all required annual tests pursuant to Section B (“**Subsequent Capacity Tests**”) in Exhibit O, shall be deemed Buyer-instructed dispatches of the Facility (“**Buyer Dispatched Test**”). 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-five percent (75%) of the Installed Capacity, any Storage Capacity Test conducted if the Efficiency Rate immediately prior to such Storage Capacity Test is below the Minimum Efficiency Rate, any test required by CAISO (including any test required to 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 “**Seller Initiated Test**”. For all Seller Initiated Tests, Seller shall (i) be liable for all CAISO costs and charges for associated Charging Energy, and (ii) be entitled to any CAISO revenues associated with Discharging Energy. For any Buyer Dispatched Test, Buyer shall (x) pay for all CAISO costs and charges for associated Charging Energy, and (y) be entitled to any CAISO revenues associated with associated Discharging Energy. 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 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 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.

**4.6 Facility Unavailability to Receive Dispatch Notices**. To the extent the Facility is unable to receive or respond to Dispatch Notices through Automated 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 any circumstances at the high-voltage side of the Delivery Point or beyond that point.

#### **4.7 Energy Management.**

(a) Charging Generally. Upon receipt of a valid Charging Notice, Seller shall take all 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) Charging Notices. During the Delivery Term, Buyer shall have the right to charge the Facility seven (7) days per week and twenty-four (24) hours per day (including holidays), by providing Charging Notices to Seller electronically; *provided*, Buyer's right to issue Charging Notices is subject to the requirements and limitations set forth in this Agreement, including the Operating Restrictions. Each Charging Notice issued in accordance with this Agreement will be effective unless and until such Charging Notice is modified with an updated Charging Notice. Seller shall comply with all Charging Notices, subject to the requirements and limitations set forth in this Agreement.

(c) No Unauthorized Charging. Subject to Section 4.7, Seller shall not charge the 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 Capacity Test), or pursuant to a notice from the CAISO, Distribution Provider, or any other Governmental Authority. If, during the Delivery Term, Seller (i) charges the Facility to a Stored Energy Level greater than the Stored Energy Level provided for in a Charging Notice, or (ii) charges the Facility in violation of the first sentence of this Section 4.9(c), then (A) Seller shall be responsible for all Energy costs associated with such charging of the Facility, (B) Buyer shall not be required to pay for the charging of such Energy (i.e., Charging Energy), and (C) Buyer shall be entitled to discharge such Energy and entitled to all of the revenue associated with such discharge.

(d)

[REDACTED]

(i)

[REDACTED]

(ii)

(e) Discharging Notices. During the Delivery Term, Buyer shall have the right to discharge the Facility seven (7) days per week and twenty-four (24) hours per day (including holidays), by providing Discharging Notices to Seller electronically, subject to the requirements and limitations set forth in this Agreement, including the Operating Restrictions. Seller shall comply with all Discharging Notices, subject to the requirements and limitations set forth in this Agreement. Each Discharging Notice issued in accordance with this Agreement will be effective unless and until Buyer modifies such Discharging Notice by providing Seller with an updated Discharging Notice.

(f) No Unauthorized Discharging. Subject to Section 4.7, Seller shall not discharge the 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 Capacity Test), or pursuant to a notice from CAISO, Distribution Provider, or any other Governmental Authority. If, during the Delivery Term, Seller (i) discharges the Facility other than as provided for in the Discharging Notice, or (ii) discharges the Facility in violation of the first sentence of this Section 4.8(e), then (A) Seller shall be responsible for all Charging Energy costs associated with such discharging of the Facility, and (B) Buyer shall be entitled to all of the benefits (including Product) associated with such discharge.

(g) Unauthorized Charges and Discharges. 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 4.8, 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.

(h) Curtailments. 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 Distribution 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.

(i) Pre-Commercial Operation Date Period, etc. 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 Facility, and (iii) all CAISO costs, revenues, penalties and other amounts owing to or paid by CAISO in respect of the 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 Facility operations shall be for Buyer's account.

(j) Station Use. Notwithstanding anything to the contrary in this Agreement, the Parties acknowledge (i) Seller is responsible for providing all Energy to serve Station Use (including paying the cost of any Energy used to serve Station Use 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 or 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.

#### **4.8 Availability Notice.**

(a) No later than thirty (30) days prior to the commencement of each year during the Delivery Term, Seller shall provide to Buyer and the SC a non-binding forecast of the hourly expected Available Capacity for each day of the following year.

(b) 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 Exhibit F ("**Monthly Available Capacity Report**").

(c) 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 "**Availability Notice**"). Seller shall provide Availability Notices (including updated Availability Notices) using the form attached in Exhibit G, 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.

(d) Seller shall notify Buyer and the SC (if applicable) as soon as practicable with an updated Monthly Available Capacity Report 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 Available Capacity Report or Availability Notice. Seller shall accommodate Buyer's reasonable requests for changes in the time of delivery of Availability Notices.

#### **4.9 Outages**

##### **(a) Planned Outages.**

(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 non-binding schedule of proposed Planned Outages ("**Outage Schedule**") for the following twelve (12)-month period in a form reasonably agreed to by Buyer. Seller shall 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 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 sixty (60) 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 any procurement of RA Substitute Capacity as required by the CAISO). 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) **No Planned Outages During Summer Months.** 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 that reduces the capacity of the Facility by more than ten percent (10%), unless the Planned Outage (i) is required to avoid damages to the Facility, (ii) is necessary to maintain equipment warranties and cannot be scheduled outside the months of June through October, (iii) is required by Prudent Operating Practices, (iv) is approved by CAISO, if applicable, or (v) the Parties agree in writing. 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. Seller shall reimburse Buyer for any cost Buyer incurs in connection therewith (including any procurement of RA Substitute Capacity as required by the CAISO).



(c) Planned Outage Timing. 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) Notice of Unplanned Outages. Seller shall notify Buyer by telephoning Buyer's Scheduling Coordinator no later than ten (10) minutes following 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) Inspection. 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) Reports of Outages. 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 Availability Notices.

## **ARTICLE 5**

### **TAXES AND ENVIRONMENTAL COSTS**

**5.1 Allocation of Taxes and Charges.** Seller shall pay or cause to be paid all Taxes on or with respect to the Facility or on or with respect to the sale and making available of Product to Buyer, that are imposed on Product prior to its delivery to Buyer at the time and place contemplated under this Agreement. Buyer shall pay or cause to be paid all Taxes on or with respect to the delivery to and purchase by Buyer of Product that are imposed on Product at and after its delivery to Buyer at the time and place contemplated under this Agreement (other than withholding or other Taxes imposed on Seller's income, revenue, receipts or employees) 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.

**5.2 Cooperation.** Each Party shall use reasonable efforts to implement the provisions of and administer this Agreement in accordance with the intent of the Parties to minimize all Taxes, so long as no Party is materially adversely affected by such efforts. The Parties shall cooperate to minimize Tax exposure; *provided, 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.

**5.3 Environmental Costs.** Seller shall be solely responsible for:

- (a) All Environmental Costs;
- (b) All taxes, charges or fees imposed on the Facility or Seller by a Governmental Authority for Greenhouse Gas emitted by or attributable to the Facility during the Delivery Term, but expressly excluding any taxes, charges or fees related to Greenhouse Gases imposed on Charging Energy or Discharging Energy;
- (c) Seller's obligations listed under "Compliance Obligation" in the GHG Regulations; and
- (d) All other costs associated with the implementation and regulation of Greenhouse Gas emissions (whether in accordance with the California Global Warming Solutions Act of 2006, Assembly Bill 32 (2006) and the regulations promulgated thereunder, including the GHG Regulations, or any other federal, state or local legislation to offset or reduce any Greenhouse Gas emissions implemented and regulated by a Governmental Authority) with respect to the Facility and/or Seller.

**ARTICLE 6  
OPERATION OF THE FACILITY**

**6.1 Operation and Maintenance of the Facility.** During the Delivery Term, each Facility shall be operated and maintained by Seller or its designee in accordance with Prudent Operating Practices and the Operating Restrictions.

- (a) Seller shall comply with Law and Prudent Operating Practice relating to the operation and maintenance of the Facility, the delivery and sale of Product, and the disposal and recycling of any equipment associated with the Facility and shall be solely responsible for all Environmental Costs.
- (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).
- (c) 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 ("**Automated Dispatches**"). 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.
- (d) 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 6.1(c) shall be provided to Buyer within fifteen (15) days of Buyer's request.

(e) Seller shall maintain accurate records with respect to all Capacity Tests.

(f) Seller shall maintain and make available to Buyer records, including logbooks, demonstrating that the Facility is operated in accordance with Prudent Operating Practices. Seller shall comply with all reporting requirements and permit on-site audits, investigations, tests and inspections permitted or required under any Prudent Operating Practices.

**6.2 Maintenance of Health and Safety.** Seller shall take reasonable safety precautions with respect to the operation, maintenance, repair and replacement of the Facility. If Seller becomes aware of any circumstances relating to the Facility that create an imminent risk of damage or injury to any Person or any Person's property, Seller shall take prompt, reasonable action to prevent such damage or injury and shall give Notice to Buyer's emergency contact identified on Exhibit N 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 Distribution Provider, Seller's Affiliates, and/or third parties. Seller agrees that any agreements regarding Shared Facilities (a) 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; (b) shall provide for separate metering and a separate CAISO Resource ID for the Facility; (c) 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 (d) shall provide that any curtailment of the full capacity of Shared Facilities that is ordered by Distribution 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 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.

**6.4 Effective Capacity Notice.** The Effective Capacity shall be equal to the Installed Capacity at the Commercial Operation Date and is anticipated to be augmented as set forth in the Effective Capacity schedule set forth in Exhibit A, as amended. The Effective Capacity shall be no less than the Guaranteed Capacity during the Delivery Term. No later than sixty (60) days prior to each calendar year during the Delivery Term, Seller shall provide Notice to Buyer of the expected Effective Capacity and the schedule for capacity augmentation ("**Effective Capacity Notice**"), if any, for the following calendar year. Seller shall provide at least five (5) Business Days prior Notice to Buyer of any Capacity Test related to capacity augmentations and all such

Capacity Tests shall be deemed a Seller Dispatched Test.

## **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, to the extent such meter data and related meters are not the subject of a CAISO-approved SQMD Plan for the Facility. Seller and Buyer shall cooperate to allow both Parties to retrieve the meter reads from the CAISO Market Results Interface - Settlements (MRI-S) website and/or directly from the CAISO meter(s) at the Facility, to the extent such meter data and related meters are not the subject of a CAISO-approved SQMD Plan for the Facility.

**7.2 Meter Verification.** Seller shall 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 (a) include 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 Replacement RA delivered to Buyer (if any) (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 (iii) Seller's calculation of the Efficiency Rate 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.** Payment for undisputed invoice amounts shall be made (and any other amounts due) by wire transfer or ACH payment to the bank account set forth on Exhibit N. by the later of thirty (30) days of receipt of the invoice or the end of the prior month delivery period; *provided*, if such due date falls on a weekend or legal holiday, such due date shall be the next Business Day. Payments made after the due date will be considered late and will bear interest on the unpaid balance. If the amount due is not paid on or before the due date or if any other payment that is due and owing from one Party to another is not paid on or before its applicable due date, a late payment charge shall be applied to the unpaid balance and shall be added to the next billing statement. Such late payment charge shall be calculated based on an annual Interest Rate equal to the prime rate published on the date of the invoice in The Wall Street Journal (or, if The Wall Street Journal is not published on that day, the next succeeding date of publication), plus two percent (2%) (the "**Interest Rate**"). If the due date occurs on a day that is not a Business Day, the late payment charge shall begin to accrue on the next succeeding Business Day.

**8.3 Books and Records.** To facilitate payment and verification, each Party shall maintain all books and records necessary for billing and payments, including copies of all invoices under this Agreement, for a period of at least two (2) years or as otherwise required by Law. Upon fifteen (15) days' Notice to the other Party, either Party shall be granted reasonable access to the accounting books and records within the possession or control of the other Party pertaining to all invoices generated pursuant to this Agreement. 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 Invoice Adjustments.** 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 (c) there have been meter inaccuracies; *provided, however*, that there shall be no adjustments to prior invoices based upon meter inaccuracies except 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 Netting of Payments.** The Parties hereby agree that they shall discharge mutual debts and payment obligations due and owing to each other on the same date through netting, in which case all amounts owed by each Party to the other Party for the purchase and sale of Product during the monthly billing period under this Agreement or otherwise arising out of this Agreement, including any related damages calculated pursuant to Exhibits B and C, interest, and payments or credits, shall be netted so that only the excess amount remaining due shall be paid by the Party who owes it.

**8.7 Seller's Development Security.** To secure its obligations under this Agreement, Seller shall deliver the Development Security to Buyer in accordance with the terms of the Framework Agreement. Seller shall maintain the Development Security in full force and effect until Buyer is required to return such Development Security hereunder. Within ten (10) Business Days following any draw by Buyer on the Development Security, Seller shall replenish the amount drawn such that the Development Security is restored to the applicable amount. Upon the earlier of (a) Seller's delivery of the Performance Security, or (b) sixty (60) days after termination of this Agreement, Buyer shall return the Development Security to Seller, less the amounts drawn in accordance with this Agreement. If 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; *provided, however*, if Seller has failed to provide Beneficiary with a substitute Letter of Credit or other acceptable instrument within sixty (60) days prior to such expiration date, Buyer shall have the right to draw on the full amount of the Letter of Credit.

**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.

Seller shall maintain the Performance Security in full force and effect, and Seller shall within ten (10) Business Days after any draw thereon replenish the Performance Security in the event Buyer collects or draws down any portion of the Performance Security for any reason permitted under this Agreement other than to satisfy a Termination Payment, until the following have occurred: (a) the Delivery Term has expired or terminated early; and (b) all payment obligations of Seller due and payable under this Agreement, including compensation for penalties, Termination Payment, indemnification payments or other damages are paid in full (whether directly or indirectly such as through set-off or netting). Following the occurrence of both events, Buyer shall promptly return to Seller the unused portion of the Performance Security. If 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; *provided, however*, if Seller has failed to provide Beneficiary with a substitute Letter of Credit or other acceptable instrument within sixty (60) days prior to such expiration date, Buyer shall have the right to draw on the full amount of the Letter of Credit.

**8.9 First Priority Security Interest in Cash or Cash Equivalent Collateral.** To secure its obligations under this Agreement, and until released as provided herein, Seller hereby grants to Buyer a present and continuing first-priority security interest ("**Security Interest**") in, and lien on (and right to net against), and assignment of the Development Security, Performance Security, any other cash collateral and cash equivalent collateral posted pursuant to Sections 8.7 and 8.8 and any and all interest thereon or proceeds resulting therefrom or from the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of Buyer, and Seller agrees to take all action as Buyer reasonably requires in order to perfect Buyer's Security Interest in, and lien on (and right to net against), such collateral and any and all proceeds resulting therefrom or from the liquidation thereof.

Upon or any time after the occurrence of an Event of Default caused by Seller, an Early Termination Date resulting from an Event of Default caused by Seller, or an occasion provided for in this Agreement where Buyer is authorized to retain all or a portion of the Development Security or Performance Security, Buyer may do any one or more of the following (in each case subject to the final sentence of this Section 8.9):

(a) Exercise any of its rights and remedies with respect to the Development Security and Performance Security, including any such rights and remedies under Law then in effect;

(b) Draw on any outstanding Letter of Credit issued for its benefit and retain any cash held by Buyer as Development Security or Performance Security; and

(c) Liquidate all Development Security or Performance Security (as applicable) then held by or for the benefit of Buyer free from any claim or right of any nature whatsoever of Seller, including any equity or right of purchase or redemption by Seller.

Buyer shall apply the proceeds of the collateral realized upon the exercise of any such rights or remedies to reduce Seller's obligations under this Agreement (Seller remains liable for any amounts owing to Buyer after such application), subject to Buyer's obligation to return any surplus proceeds remaining after such obligations are satisfied in full.

## **ARTICLE 9 NOTICES**

**9.1 Addresses for the Delivery of Notices.** Any Notice required, permitted, or contemplated hereunder shall be in writing, shall be addressed to the Party to be notified at the address set forth in Exhibit N or at such other address or addresses as a Party may designate for itself from time to time by Notice hereunder.

**9.2 Acceptable Means of Delivering Notice.** Each Notice required, permitted, or contemplated hereunder shall be deemed to have been validly served, given or delivered as follows:

(a) if sent by United States mail with proper first class postage prepaid, three (3) Business Days following the date of the postmark on the envelope in which such Notice was deposited in the United States mail;

(b) if sent by a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement with such carrier made for the payment of such fees, the next Business Day after the same is delivered by the sending Party to such carrier;

(c) if sent by electronic communication (including electronic mail or other electronic means) at the time indicated by the time stamp upon delivery and, if after 5 p.m. PPT, on the next Business Day; or

(d) if delivered in person, upon receipt by the receiving Party. Notwithstanding the foregoing, Notices of outages or other scheduling or dispatch information or requests may be sent by electronic communication and shall be considered delivered upon successful completion of such transmission.

## **ARTICLE 10 FORCE MAJEURE**

### **10.1 Definition.**

(a) **"Force Majeure Event"** means any act or event that delays or prevents a Party from timely performing all or a portion of its obligations under this Agreement or from complying with all or a portion of the conditions under this Agreement if such act or event, despite the exercise of 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 of the type described in foregoing clause may include an act of God or the elements, such as flooding, lightning, hail, hurricanes, tornadoes, or ice storms; explosion; fire; volcanic eruption; flood; epidemic (including but not limited to the COVID-19 epidemic), pandemics; landslide; mudslide; sabotage; terrorism; earthquake; or other cataclysmic events; an act of public enemy; war; blockade; civil insurrection; riot, or; civil disturbance.

(c) Notwithstanding the foregoing, a “Force Majeure Event” of the type described in foregoing paragraph does not include (i) economic conditions 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, Buyer’s ability to buy the Product at a lower price, or Seller’s ability to sell Product or any component thereof, 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 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 Period, except to the extent such Curtailment Period 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 except to the extent such inability is caused by a Force Majeure Event; (vi) a strike, work stoppage or labor dispute limited only to any one or more of Seller, Seller’s Affiliates, Seller’s contractors, their subcontractors thereof or any other third party employed by Seller to work on the Facility; (vii) any equipment failure except if such equipment failure is caused by a Force Majeure Event; or (viii) events otherwise constituting a Force Majeure Event that prevent Seller from achieving Commercial Operation of the Facility, except to the extent expressly permitted as an extension pursuant to the Development Cure Period under this Agreement; or (x) any action or inaction by any third party, including Distribution Provider, that delays or prevents the approval, construction or placement in service of any Interconnection Facilities or Reliability Network Upgrades, except to the extent caused by a Force Majeure Event.

**10.2 No Liability If a Force Majeure Event Occurs.** Except as provided in Section 4 of Exhibit B, neither Seller nor Buyer shall be liable to the other Party in the event it is prevented from performing its obligations hereunder in whole or in part due to a Force Majeure Event. The Party rendered unable to fulfill any obligation by reason of a Force Majeure Event shall take reasonable actions necessary to remove such inability with due speed and diligence. Nothing herein shall be construed as permitting that Party to continue to fail to perform after said cause has been removed. 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 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 (b) 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.

**10.3 Notice of Force Majeure Event.** Within seven (7) Business Days of the claiming Party's awareness of the impact of a 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 Force Majeure Event, the claiming Party shall provide the other Party with Notice describing in detail the particulars of the occurrence giving rise to the Force Majeure claim, 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 as described in the preceding sentence constitutes a waiver of a Force Majeure. 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.

**10.4 Termination Following Force Majeure Event.** 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 Notice to the other Party. Upon any such termination, neither Party shall have any further liability to the other Party, save and except for those obligations specified in Section 2.1(e), and Buyer shall promptly return to Seller any Performance Security then held by Buyer, less any amounts drawn in accordance with this Agreement.

## **ARTICLE 11 DEFAULTS; REMEDIES; TERMINATION**

**11.1 Events of Default.** An "Event of Default" shall mean,

(a) with respect to a Party (the "Defaulting Party") that is subject to the Event of Default the occurrence of any of the following:

(i) the failure by such Party to make, when due, any payment required pursuant to this Agreement and such failure is not remedied within ten (10) Business Days after Notice thereof;

(ii) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated, and such default is not remedied within thirty (30) days after Notice thereof (or such longer additional period, not to exceed an additional sixty (60) days, if the Defaulting Party is unable to remedy such default within such initial thirty (30)-day period despite exercising commercially reasonable efforts);

(iii) the failure by such Party to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default set forth in this Section 11.1, and except for (A) failure to provide Capacity Attributes, the exclusive remedies for which are set forth in Section 3.5, (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 Section 4.3(a) and Exhibit C, 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 Section 4.3(b) and Exhibit C), 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 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.

(b) with respect to Seller as the Defaulting Party, the occurrence of any of the following:

(i) if at any time, Seller delivers or attempts to deliver Energy to the Delivery Point for sale under this Agreement that was not 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 (1) an update to the Guaranteed Construction Start Date pursuant to Section 2(a) of Exhibit B, (2) a Development Cure Period pursuant to Section 4 of Exhibit B, or (3) Seller's payment of Daily Delay Damages, or (B) achieve Commercial Operation on or before the Guaranteed Commercial Operation Date, as such date may be extended by (1) an update to the Guaranteed Commercial Operation Date pursuant to Section 2(a) of Exhibit B, (2) Seller's payment of Commercial Operation Delay Damages pursuant to Section 2(c) of Exhibit B and/or a Development Cure Period pursuant to Section 4 of Exhibit B, or (3) an Additional COD Delay;

(iii) if, in any Contract Year, the simple average of the Monthly Capacity Availability for such Contract Year is not at least [REDACTED]

(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 within the timeframe set forth 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 the greater of [REDACTED];

(viii) 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;

**11.2 Remedies; Declaration of Early Termination Date.** If an Event of Default with respect to a Defaulting Party shall have occurred and be continuing, the other Party (“**Non-Defaulting Party**”) shall have the following rights:

(a) to send Notice, designating a day, no earlier than the day such Notice is deemed to be received and no later than twenty (20) days after such Notice is deemed to be received, as an early termination date of this Agreement (“**Early Termination Date**”) that terminates this Agreement (the “**Terminated Transaction**”) and ends the Delivery Term effective as of the Early Termination Date;

(b) to accelerate all amounts owing between the Parties, and to collect as liquidated damages (i) the Damage Payment, or (ii) the Termination Payment, as applicable, in each case calculated in accordance with Section 11.3 below;

(c) to withhold any payments due to the Defaulting Party under this Agreement;

(d) to suspend performance; and

(e) to exercise any other right or remedy available at law or in equity, including specific performance or injunctive relief, except to the extent such remedies are expressly limited under this Agreement; *provided*, payment by the Defaulting Party of the Damage Payment or Termination Payment, as applicable, shall constitute liquidated damages and the Non-Defaulting Party’s sole and exclusive monetary remedy for any Terminated Transaction and the Event of Default related thereto.

**11.3 Damage Payment; Termination Payment.** If an Early Termination Date has been declared, the Non-Defaulting Party shall calculate, in a commercially reasonable manner, the Damage Payment or Termination Payment, as applicable, in accordance with this Section 11.3.

(a) **Damage Payment Prior to Commercial Operation Date.** If the Early Termination Date occurs before the Commercial Operation Date, then the Damage Payment shall be calculated in accordance with this Section 11.3(a).

(i) If Seller is the Defaulting Party, then the Damage Payment shall be owed to Buyer and shall be a dollar amount that equals the entire amount of the Development Security plus, if the Development Security is posted as cash, any interest accrued thereon. Buyer shall be entitled to immediately retain for its own benefit those funds held as Development Security and any interest accrued thereon if the Development Security is posted as cash, and any amount of Development Security that Seller has not yet posted with Buyer shall be immediately due and payable by Seller to Buyer. There will be no amounts owed to Seller. The Parties agree that Buyer's damages in the event of an Early Termination Date prior to the Commercial Operation Date caused by Seller's 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. Notwithstanding anything in this Agreement to the contrary, Seller's aggregate liability arising prior to COD shall be subject to the limits set forth in Exhibit B, Section 3.

(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. 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.

(b) Termination Payment On or After the Commercial Operation Date. The payment owed by the Defaulting Party to the Non-Defaulting Party for a Terminated Transaction occurring after the Commercial Operation Date ("**Termination Payment**") shall be the aggregate of all Settlement Amounts plus any and all other amounts due to or from the Non-Defaulting Party (as of the Early Termination Date) netted into a single amount. The Non-Defaulting Party shall calculate, in a commercially reasonable manner, a Settlement Amount for the Terminated Transaction as of the Early Termination Date. The Settlement Amount shall not include consequential, incidental, punitive, exemplary, indirect or business interruption damages. Without prejudice to the Non-Defaulting Party's duty to mitigate, the Non-Defaulting Party shall not have to enter into replacement transactions to establish a Settlement Amount. Each Party agrees and acknowledges that (i) the actual damages that the Non-Defaulting Party would incur in connection with a Terminated Transaction would be difficult or impossible to predict with certainty, (ii) the Termination Payment described in this Section 11.3(b) is a reasonable and appropriate approximation of such damages, and (iii) the Termination Payment described in this Section 11.3(b) is the exclusive remedy of the Non-Defaulting Party in connection with a Terminated Transaction but shall not otherwise act to limit any of the Non-Defaulting Party's rights or remedies if the Non-Defaulting Party does not elect a Terminated Transaction as its remedy for an Event of Default by the Defaulting Party.

**11.4 Notice of Payment of Termination Payment or Damage Payment.** As soon as practicable after a Terminated Transaction, but in no event later than sixty (60) days after the Early Termination Date (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 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.

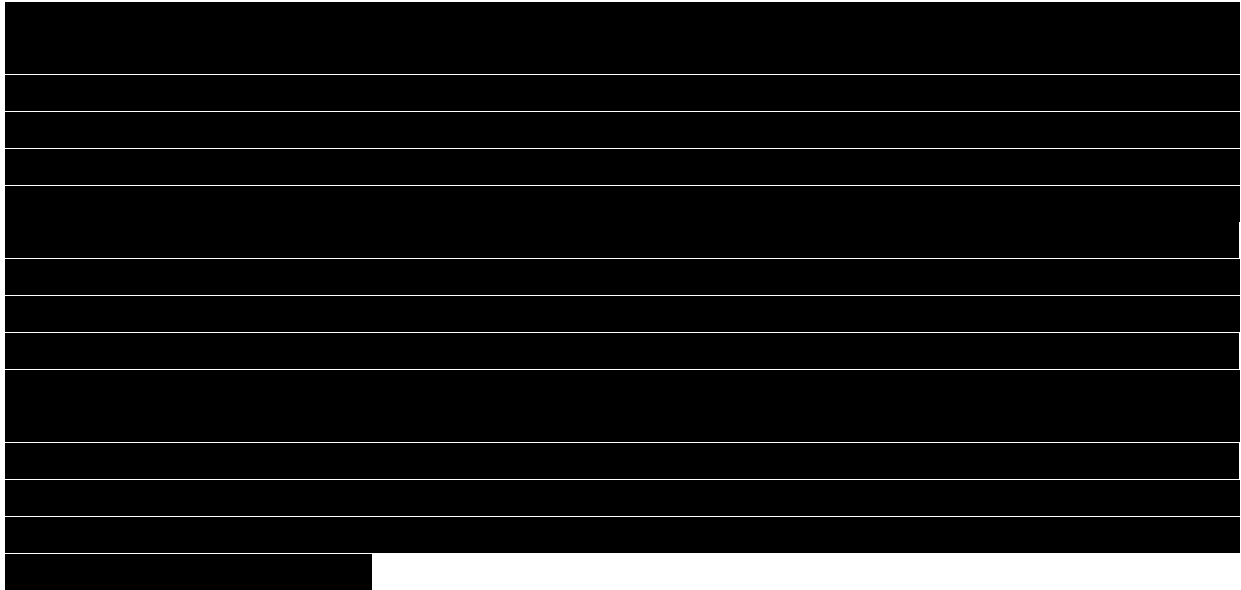
**11.5 Disputes With Respect to Termination Payment or Damage Payment.** If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment or Damage Payment, as applicable, in whole or in part, the Defaulting Party shall, within five (5) Business Days of receipt of the 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 the Early 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) and Buyer fails to accept such offer within forty-five (45) days of Buyer's receipt thereof. Neither Seller nor Seller's Affiliates may sell or transfer the Facility, or any part thereof, or land rights or interests in the Site (including the interconnection queue position of the Facility) so long as the limitations contained in this Section 11.6 apply, unless the transferee agrees to be bound by the terms set forth in this Section 11.6 pursuant to a written agreement approved by Buyer. Seller shall indemnify and hold Buyer harmless from all benefits lost and other damages sustained by Buyer as a result of any breach by Seller of its covenants contained within this Section 11.6.

**11.7 Rights And Remedies Are Cumulative.** Except where 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.

**11.8 Mitigation.** Any Non-Defaulting Party shall be obligated to use commercially reasonable efforts to mitigate its Costs, Losses and damages resulting from any Event of Default of the other Party under this Agreement.

**11.9**



**ARTICLE 12**  
**LIMITATION OF LIABILITY AND EXCLUSION OF WARRANTIES.**

**12.1 No Consequential Damages.** 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, OR (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, BY STATUTE, IN TORT OR CONTRACT.

**12.2 Waiver and Exclusion of Other Damages.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY AND ALL IMPLIED WARRANTIES ARE DISCLAIMED. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. ALL LIMITATIONS OF LIABILITY CONTAINED IN THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THOSE PERTAINING TO SELLER'S LIMITATION OF LIABILITY AND THE PARTIES' WAIVER OF CONSEQUENTIAL DAMAGES, SHALL APPLY EVEN IF THE REMEDIES FOR BREACH OF WARRANTY PROVIDED IN THIS AGREEMENT ARE DEEMED TO "FAIL OF THEIR ESSENTIAL PURPOSE" OR ARE OTHERWISE HELD TO BE INVALID OR UNENFORCEABLE.

FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS AND EXCLUSIVE REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE

OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED.

IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES ONLY. THE VALUE OF ANY TAX CREDITS, DETERMINED ON AN AFTER-TAX BASIS, LOST DUE TO BUYER'S DEFAULT (WHICH SELLER HAS NOT BEEN ABLE TO MITIGATE AFTER USE OF REASONABLE EFFORTS) AND AMOUNTS DUE IN CONNECTION WITH THE RECAPTURE OF TAX CREDITS, IF ANY, SHALL BE DEEMED TO BE DIRECT DAMAGES. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, INCLUDING UNDER SECTIONS 3.3, 3.5, 4.3, 4.7, 11.2, 11.3, 11.9 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 Seller's Representations and Warranties.** As of the Effective Date, Seller represents and warrants as follows:

(a) Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, and is qualified to conduct business in each jurisdiction where the failure to so qualify would have a material adverse effect on the business or financial condition of Seller.

(b) Seller has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement. 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 will be located in the State of California.

(f) Seller shall maintain Site Control throughout the Contract Term.

(g) 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, if applicable.

**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 validly existing and in good standing under the laws of the State of California, and is qualified to conduct business pursuant to its duly authorized Joint Powers Agreement. All Persons making up the governing body of Buyer are appointed 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, 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 (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 (California Government Code Section 810 *et seq.*).

**13.3 General Covenants.** Each Party covenants that commencing on the Effective Date and continuing throughout the Contract Term:

(a) It shall continue to be duly organized, validly existing and in good standing under the Laws of the jurisdiction of its formation and to be qualified to conduct business in 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 Seller's Covenants.** Seller covenants that commencing on the Effective Date and continuing throughout the Contract Term:

(a) Seller shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations and orders and decrees of any courts or administrative bodies or tribunals, including, without limitation, employment discrimination and prevailing wage laws.

(b) 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. 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.

(c) Seller shall use commercially reasonable efforts to (i) use local labor and providing prevailing wage and hiring from San Diego-based apprenticeship programs, with an emphasis on hyper-local programs near the Facility, and (ii) ensure that all sanitation, equipment rental, and waste services are provided by local companies and will work with community-based organizations to ensure that all RFPs are posted to local boards and released in appropriate community newsletters.

**13.5 Supplier Diversity.** Seller acknowledges that Buyer will, from time to time, request 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.

## **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. 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. 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 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 Collateral Assignment.** Subject to the provisions of this Section 14.2, Seller has the right to assign this Agreement as collateral for any financing or refinancing of the Facility. In connection with any financing or refinancing of the Facility by Seller, 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 ("**Collateral Assignment Agreement**"). Each Collateral Assignment Agreement must be in form and substance agreed to by Buyer, Seller and the applicable Lender, such agreement not to be unreasonably withheld. Buyer will not be subject to obligations under more than one Collateral Assignment Agreement at any time. The Collateral Assignment Agreement must include, among others, the following provisions unless otherwise agreed to by Buyer, Seller and the applicable Lender:

(d) 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;

(e) Lender will have the right to cure an Event of Default on behalf of Seller if Lender sends a written notice to Buyer before the later of (i) the expiration of any cure period, and (ii) five (5) 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 such Event of Default within the cure period under this Agreement and any additional cure periods agreed in the Collateral Assignment Agreement up to a maximum of ninety (90) days (or, in the event of a bankruptcy of

Seller or any foreclosure or similar proceeding if required by Lender to cure any Event of Default, an additional reasonable period of time to complete such proceedings and effect such cure not to exceed one hundred eighty (180) days without the written consent of Buyer, which consent shall not be unreasonably withheld), provided that if Lender is prohibited by any court order or bankruptcy or insolvency proceedings from curing the Event of Default or from commencing or prosecuting foreclosure proceedings, the foregoing time periods shall be extended by the period of such prohibition

(f) Following an Event of Default by Seller under this Agreement, Buyer may require Seller (or Lender, if Lender has provided the notice set forth in subsection (b) above) 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 ten (10) Business 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;

(g) Lender will have the right to consent before any termination of this Agreement which does not arise out of an Event of Default;

(h) 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;

(i) 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 (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 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;

(j) If Lender elects to transfer this Agreement, then Lender must cause the transferee to assume all of Seller's obligations arising under this Agreement arising after the date of such assumption as a condition of the sale or transfer. Such sale or transfer may be made only to an entity that meets the definition of Permitted Transferee;

(k) 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 otherwise terminated in connection therewith, Lender shall have the right to elect within thirty (30) days after such rejection or termination, to cause Buyer to enter into a replacement agreement with Seller having the same terms as this Agreement for the remaining term thereof, 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, 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 shall be approved by Buyer, not to be unreasonably withheld; and

(l) The Parties shall negotiate any Collateral Assignment Agreement in good faith, including variations to the provisions set forth in this Section 14.2, and to the extent the Collateral Assignment Agreement executed by Buyer and Lender varies from such provisions, the terms of such Collateral Assignment Agreement shall be controlling. In addition, Buyer shall cooperate with Seller or any Lender to execute or arrange for delivery of estoppels reasonably requested by Seller or Lender.

#### **14.3 Permitted Assignment by Seller.**

(a) Except as may be precluded by, or would cause Buyer to be in violation of the Political Reform Act (California Government Code Section 81000 et seq.) or the regulations thereto, California Section 1090, or any other conflict of interest Law, 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 Portfolio Financing.** Buyer agrees and acknowledges that Seller may elect to finance all or any portion of the Facility or the Interconnection Facilities or the Shared Facilities (a) utilizing tax equity investment, and/or (b) 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 Permitted Assignment by Buyer.** Buyer may make a limited assignment, including in connection with a municipal prepayment transaction, to an entity with an Investment Grade Credit Rating ("**Limited Assignee**") of Buyer's right to receive Product and Buyer's obligation to make payments to Seller, subject to execution of an 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. Buyer may make such assignment by delivering Notice upon not less than thirty (30) days prior to such proposed assignment. Subject to the foregoing, Seller agrees to (i) comply with 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 Governing Law; 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. The Parties agree that any suit, action or other legal proceeding by or against any Party with respect to or arising out of this Agreement shall be brought in the federal or state courts located in the State of California in a location to be mutually chosen by Buyer and Seller, or in the absence of mutual agreement, the County of San Francisco.

**15.2 Dispute Resolution.** In the event of any claim, controversy or dispute between the Parties arising out of or relating to or in connection with this Agreement any Party may deliver to the other Parties notice of the Dispute with a detailed description of the underlying circumstances of such Dispute (a “**Dispute Notice**”). The senior officers of the Parties shall meet and confer as often as they deem reasonably necessary during the thirty (30) day period following receipt of the Dispute Notice in good faith negotiations to resolve the Dispute to the satisfaction of each Party. In the event a Dispute is not resolved by the expiration of the thirty (30) day period, then a Party may pursue any legal remedy available to it in accordance with this Agreement.

**15.3 Attorneys’ Fees.** In any proceeding brought to enforce this Agreement or because of the breach by any Party of any covenant or condition herein contained, the prevailing Party shall be entitled to reasonable attorneys’ fees in addition to court costs and any and all other costs recoverable in said action.

## **ARTICLE 16 INDEMNIFICATION**

**16.1 Indemnification.** Each Party (“**Indemnifying Party**”) agrees to indemnify, defend and hold harmless the other Party and its Affiliates, directors, officers, attorneys, employees, representatives and agents (collectively, the “**Indemnified Party**”) from and against all third-party claims, demands, losses, liabilities, penalties, and expenses (including reasonable attorneys’ fees and expert witness fees), howsoever described, 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 gross negligence, willful misconduct or breach of this Agreement by the Indemnifying Party. 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. 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.

(a) 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.

Nothing in this Section 16.1 shall enlarge or relieve Seller or Buyer of any liability to the other for any breach of this Agreement. Neither Party shall be indemnified for its damages resulting from its sole negligence, intentional acts, or willful misconduct. These indemnity provisions shall not be construed to relieve any insurer of its obligations to pay claims consistent with the provisions of a valid insurance policy.

**16.2 Claims.** Promptly after receipt by a Party of any claim or Notice of the commencement of any action, administrative, or legal proceeding, or investigation as to which the indemnity provided for in this Article 16 may apply, the Indemnified Party shall notify the Indemnifying Party in writing of such fact. The Indemnifying Party shall assume the defense thereof with counsel designated by the Indemnifying Party and satisfactory to the Indemnified Party, *provided*, if the defendants in any such action include both the Indemnified Party and the Indemnifying Party and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to, or inconsistent with, those available to the Indemnifying Party, the Indemnified Party shall have the right to select and be represented by separate counsel, at the Indemnifying Party's expense, unless a liability insurer is willing to pay such costs. If the Indemnifying Party fails to assume the defense of a claim meriting indemnification, the Indemnified Party may at the expense of the Indemnifying Party contest, settle, or pay such claim, *provided* that settlement or full payment of any such claim may be made only following consent of the Indemnifying Party or, absent such consent, written opinion of the Indemnified Party's counsel that such claim is meritorious or warrants settlement. Except as otherwise provided in this Article 16, in the event that a Party is obligated to indemnify and hold the other Party and its successors and assigns harmless under this Article 16, the amount owing to the Indemnified Party will be the amount of the Indemnified Party's damages net of any insurance proceeds received by the Indemnified Party following a reasonable effort by the Indemnified Party to obtain such insurance proceeds.

## **ARTICLE 17 INSURANCE**

### **17.1 Insurance.**

(a) **General Liability.** Seller shall maintain, or cause to be maintained at its sole expense, (i) commercial general liability insurance, including products and completed operations and personal injury insurance, in a minimum amount of Two Million Dollars (\$2,000,000) per occurrence, and an annual aggregate of not less than Five Million Dollars (\$5,000,000), 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 Five Million Dollars (\$5,000,000). 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.

(b) **Employer's Liability Insurance.** Seller shall maintain Employers' Liability insurance with limits of not less than One Million Dollars (\$1,000,000) for injury or death occurring as a result of each accident. With regard to bodily injury by disease, the One Million Dollar (\$1,000,000) policy limit will apply to each employee.

(c) **Workers' Compensation Insurance.** Seller, if it has employees, shall also maintain at all times during the Contract Term workers' compensation and employers' liability insurance coverage in accordance with applicable requirements of California Law.



(d) Business Auto Insurance. Seller shall maintain at all times during the Contract Term business auto insurance for bodily injury and property damage with limits of One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of Seller's use of all owned (if any), non-owned and hired vehicles, including trailers or semi-trailers in the performance of the Agreement.

(e) Construction All-Risk Insurance. Seller shall maintain or cause to be maintained during the construction of the Facility prior to the Commercial Operation Date, construction all-risk form property insurance covering the Facility during such construction periods, and naming Seller (and Lender if any) as the loss payee.

(f) Contractor's Pollution Liability. Seller shall maintain or cause the EPC contractor to maintain during the construction of the Facility prior to the Commercial Operation Date, Pollution Legal Liability Insurance in the amount of Two Million Dollars (\$2,000,000) per occurrence and in the aggregate, naming Seller (and Lender if any) as additional named insured.

(g) Subcontractor Insurance. Seller shall require all of its subcontractors to carry: (i) comprehensive general liability insurance with a combined single limit of coverage not less than One Million Dollars (\$1,000,000); (ii) workers' compensation insurance and employers' liability coverage in accordance with applicable requirements of Law; and (iii) business auto insurance for bodily injury and property damage with limits of one million dollars (\$1,000,000) per occurrence. All subcontractors shall name Seller as an additional insured to insurance carried pursuant to clauses (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).

(h) Property Insurance. 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) Evidence of Insurance. Within ten (10) days after execution of the Agreement and upon annual renewal thereafter, Seller shall deliver to Buyer certificates of insurance evidencing such coverage with insurers with ratings comparable to A-VII or higher, and that are authorized to do business in the State of California, in form evidencing all coverages set forth above; provided that Seller shall not be required to provide evidence of site-specific insurance policies until such time as they are required to be in place as specified in Sections 17.1(e)-(h). 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 workers' 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.** “**Confidential Information**”, means information, whether oral or written, that is delivered by Seller to Buyer or by Buyer to Seller, including (a) pricing and other commercially-sensitive or proprietary information provided to 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 from a source not subject to any restriction against disclosing such information to the recipient; and (iv) information that the recipient independently developed without a violation of this Agreement. Notwithstanding the foregoing, the Parties acknowledge and agree that Buyer intends to make publicly available a version of this Agreement with certain commercially sensitive provisions removed or redacted. The Parties agree to work in good faith to agree on the scope of such redactions and Buyer’s public disclosure of this Agreement, redacted as agreed between the Parties, shall be in accordance with the requirements of Law and this Article.

**18.2 Duty to Maintain Confidentiality.** Confidential Information will retain its character as Confidential Information but may be disclosed by the recipient (the “**Receiving Party**”) 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. 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 request or 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 Public Records Act (Government Code Section 7920 et seq.). The provisions of this Article 18 shall survive and shall continue to be binding upon the Parties for period of one (1) year following the date of termination of this Agreement.

**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 Disclosure to Lenders, Etc.** Notwithstanding anything to the contrary in this Article 18, Confidential Information may be disclosed by Seller to any actual or potential Lender or investor or any of its Affiliates, and Seller's actual or potential agents, consultants, contractors, or trustees, so long as the Person to whom Confidential Information is disclosed either is bound by similarly restrictive confidentiality obligations as those contained in this Agreement, or agrees in writing to be bound by the confidentiality provisions of this Article 18 to the same extent as if it were a Party.

**18.5 Press Releases.** Neither Party shall issue (or cause its Affiliates to issue) a press release regarding the transactions contemplated by this Agreement unless both Parties have agreed upon the contents of any such press release.

## **ARTICLE 19 MISCELLANEOUS**

**19.1 Entire Agreement; Integration; Exhibits.** This Agreement, together with the Cover Sheet and Exhibits attached hereto constitutes the entire agreement and understanding between Seller and Buyer with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits attached hereto are integral parts hereof and are made a part of this Agreement by reference. The headings used herein are for convenience and reference purposes only. In the event of a conflict between the provisions of this Agreement and those of the Cover Sheet or any Exhibit, the provisions of first the Cover Sheet, and then this Agreement shall prevail, and such Exhibit shall be corrected accordingly. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution hereof.

**19.2 Amendments.** This Agreement may only be amended, modified or supplemented by an instrument in writing executed by duly authorized representatives of Seller and Buyer; *provided*, that, for the avoidance of doubt, this Agreement may not be amended by electronic mail communications.

**19.3 No Waiver.** Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default.

**19.4 No Agency, Partnership, Joint Venture or Lease.** Seller and the agents and employees of Seller shall, in the performance of this Agreement, act in an independent capacity and not as officers or employees or agents of Buyer. Under this Agreement, Seller and Buyer intend to act as energy seller and energy purchaser, respectively, and do not intend to be treated as, and shall not act as, partners in, co-venturers in or lessor/lessee with respect to the Facility or any business related to the Facility. This Agreement shall not impart any rights enforceable by

any third party (other than a permitted successor or assignee bound to this Agreement) and/or, to the extent set forth herein, any Lender, Indemnified Party and/or Project Participant.

**19.5 Severability.** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the Parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby. The Parties shall, however, use their best endeavors to agree on the replacement of the void, illegal or unenforceable provision(s) with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and this Agreement as a whole.

**19.6 Mobile-Sierra.** Notwithstanding any other provision of this Agreement, neither Party shall seek, nor shall they support any third party seeking, to prospectively or retroactively revise the rates, terms or conditions of service of this Agreement through application or complaint to FERC pursuant to the provisions of Section 205, 206 or 306 of the Federal Power Act, or any other provisions of the Federal Power Act, absent prior written agreement of the Parties. Further, absent the prior written agreement in writing by both Parties, the standard of review for changes to the rates, terms or conditions of service of this Agreement proposed by a Party shall be the “public interest” standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956). Changes proposed by a non-Party or FERC acting *sua sponte* shall be subject to the most stringent standard permissible under applicable Law.

**19.7 Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and each of which shall be deemed an original.

**19.8 Electronic Delivery.** This Agreement may be duly executed and delivered by a Party by electronic format (including portable document format (.pdf)). Delivery of 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 Binding Effect.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

**19.10 No Recourse to Members of Buyer.** Buyer is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (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, and 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 Further Assurances.** Each of the Parties hereto agrees to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the 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.

**19.13 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.

*[Signatures on following page]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

**LUMINIA CA DEVCO 3, LLC, a  
California limited liability company**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CLEAN ENERGY ALLIANCE, a  
California joint powers authority**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Approved as to form:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**FACILITY DESCRIPTION**

**Site Name:**

**Site includes all or some of the following APNs:**

**County:**

**NEPA/CEQA Lead Agency:**

**Zip Code:**

**Latitude and Longitude:**

**Facility Description:**

**Lead Permitting Agency:**

**Interconnection Point:** The Facility Meter

**Delivery Point:** Interconnection Point

**Facility Meter:** See Exhibit R

**Facility Metering Points:** See Exhibit R

**P-node:** [If not available at the Effective Date, the PNode shall be updated by mutual agreement of Buyer and Seller prior to the Commercial Operation Date to reflect the PNode corresponding to the Facility's Interconnection Point with the CAISO Grid.]

**Distribution Provider:**

**Additional Information:** Site plan provided below.

[Insert Site diagram]

**Effective Capacity Schedule:**

<b>Contract Year</b>	<b>Expected Effective Capacity</b>
1	
2	
3	
4	
5	
6	
7	

8	
9	
10	

Seller shall provide an updated Effective Capacity schedule to Buyer with the Notice of the Commercial Operation Date set forth in Section 2.2.

Substitution of Facilities. Seller will be permitted to replace this Facility with a substitute facility according to the procedure set forth in the Framework Agreement.



## EXHIBIT B

### MAJOR PROJECT DEVELOPMENT MILESTONES AND COMMERCIAL OPERATION

1. **Construction of the Facility.**

- a. **“Construction Start”** will occur when Seller has executed an engineering, procurement, and construction contract or other similar agreement and Seller or its designees has issued a full notice to proceed that authorizes the contractor to mobilize to 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.”** The Seller shall use commercially reasonable efforts to cause Construction Start to occur no later than the Guaranteed Construction Start Date.
- b. In the event that Seller fails to achieve the Guaranteed Construction Start Date as may be extended pursuant to a Development Cure Period, Seller shall pay Daily Delay Damages for each day of delay until Seller achieves Construction Start for a maximum period of one hundred twenty (120) days. **“Daily Delay Damages”** are equal the amount of the Development Security divided by one hundred twenty (120). The Daily Delay Damages shall be refundable to Seller if, and only if, Seller achieves Commercial Operation on or before the Guaranteed COD. In no event shall Seller be obligated to pay aggregate Delay Damages in connection with the Construction Start in excess of the Development Security amount required hereunder.

2. **Commercial Operation of the Facility.** **“Commercial Operation”** means the condition existing when (i) Seller has fulfilled all of the conditions precedent in Section 2.2 of the Agreement and provided Notice from a Licensed Professional Engineer to Buyer substantially in the form of Exhibit H (the **“COD Certificate”**), (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. The **“Commercial Operation Date”** shall be the date on which Commercial Operation is achieved.

- a. 

- [REDACTED]
- b. Seller shall cause Commercial Operation to occur no later than the Guaranteed Commercial Operation Date, as such date may be extended (i) under Exhibit B, Section 2.a, (ii) by Seller's payment of Commercial Operation Delay Damages pursuant to Section 2(b) of Exhibit B and/or a Development Cure Period pursuant to Section 4 of Exhibit B, and (iii) an Additional COD Delay. Seller shall notify Buyer at least sixty (60) days before the anticipated Commercial Operation Date.
  - c. Seller may extend the Guaranteed COD for the duration of a Development Cure Period and/or pay delay damages to Buyer in advance, for each day of delay up to a maximum of [REDACTED], in the amount of the Development Security divided by [REDACTED] (the "Commercial Operation Delay Damages"). In no event shall the Development Cure Period exceed [REDACTED] days in total for delays in the Construction Start Date and the Guaranteed COD. Commercial Operation Delay Damages shall be paid to Buyer in advance on a monthly basis by the first day of the month in which such Commercial Operation Delay Damages begin accruing. If Seller fails to pay the Commercial Operation Delay Damages prior to the first day of such month, Buyer shall be entitled to draw such Commercial Operation Delay Damages from the Development Security. If Commercial Operation is achieved during a month for which Commercial Operation Delay Damages have been paid in advance, Buyer shall return to Seller a prorated amount equal to the Commercial Operation Delay Damages paid for each day in such month from and after the Commercial Operation Date. The Parties agree that Buyer's receipt of Commercial Operation Delay Damages shall be Buyer's sole and exclusive remedy for delay in achieving the Commercial Operation Date on or before the date that is one hundred twenty (120) days after the Guaranteed Commercial Operation Date, but shall (x) not be construed as Buyer's declaration that an Event of Default has occurred under any provision of Section 11.1 and (y) not limit Buyer's right to receive a Damage Payment upon exercise of Buyer's remedies pursuant to Section 11.2.

3. **Termination for Failure to Timely Achieve Construction Start and/or Commercial Operation.**

- a. Failure to achieve Construction Start on or before the Guaranteed Construction Start Date (as may be extended hereunder) shall constitute an Event of Default and Buyer shall as its sole and exclusive remedy have the right to terminate this Agreement in accordance with Sections 11.1(b)(ii) and 11.2 and retain the amount of the Development Security as a Damage Payment. In no event will Seller's aggregate liability under the Agreement arising prior to Construction Start exceed the Development Security.
- b. Failure to achieve Commercial Operation on or before the Guaranteed COD (as may be extended hereunder), shall constitute an Event of Default. Parties shall participate in mediation and work together in good faith to explore all possible remedies following such Event of Default. In no event will Seller's aggregate liability under the Agreement arising prior to COD exceed [REDACTED]

[REDACTED]. If the Facility has not achieved Commercial Operation on or before the Guaranteed Commercial Operation Date (as may be extended hereunder) and the Parties do not reach agreement on remedies to avoid an Event of Default, Buyer may elect to terminate this Agreement in accordance with Sections 11.1(b)(ii) and 11.2.

4. **Extension of the Guaranteed Dates.** In addition to Seller's one-time opportunity to update the Guaranteed Construction Start Date and/or Guaranteed Commercial Operation Date pursuant to Exhibit B, Section 2(a), the Guaranteed Construction Start Date and the Guaranteed Commercial Operation Date shall, subject to notice and documentation requirements set forth below, both be extended on a day-for-day basis (the "**Development Cure Period**") for the duration of any and all delays arising out of the following circumstances to the extent the following circumstances are not the result of Seller's failure to take all commercially reasonable actions to meet its requirements and deadlines:
- a. a Force Majeure Event occurs; or
  - b. [REDACTED]
  - c. 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 due to delays caused by the Distribution Provider or Network Upgrade delays (if applicable) that are outside of the reasonable control of Seller, which are not a result of Seller's actions or failure to take all commercially reasonable actions to meet its requirements and deadlines, and which cannot be overcome by the exercise of commercial reasonable efforts; or
  - d. Buyer has not made all necessary arrangements to receive the Product at the Delivery Point by the Guaranteed Commercial Operation Date.

Notwithstanding anything in this Agreement to the contrary, the cumulative extensions granted under the Development Cure Period (other than the extensions granted pursuant to clause 4.d above) shall not exceed [REDACTED] days, for any reason, including a Force Majeure Event, and the cumulative extensions granted to the Guaranteed Commercial Operation Date by the payment of Commercial Operation Delay Damages and any Development Cure Period(s) (other than the extensions granted pursuant to clause 4.d above) shall not exceed [REDACTED] days. For clarity, the Development Cure Period extends both the Guaranteed Construction Start Date and the Guaranteed Commercial Operation Date simultaneously. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Notwithstanding anything to the contrary, no Development Cure Period or Additional COD Delay extension shall be given if (i) the delay was the result of Seller's failure to take all commercially reasonable actions to meet its requirements and deadlines, or (ii) Seller failed

to provide requested documentation as provided below. Except as set forth in Section 10.3 regarding Force Majeure Event notice requirements, Seller shall provide prompt written notice to Buyer of a Development Cure Period delay, but in no case more than ten (10) Business Days after Seller became aware of such delay, except that in the case of a delay occurring within sixty (60) days of the Guaranteed Commercial Operation Date, or after such date, Seller must provide written notice within five (5) Business Days of Seller becoming aware of such delay. Upon request from Buyer, Seller shall provide documentation demonstrating to Buyer's reasonable satisfaction that the delays described above did not result from Seller's actions or failure to take commercially reasonable actions.

5. **Failure to Reach Guaranteed Capacity.** If, at Commercial Operation, the Installed Capacity is less than one hundred percent (100%) of the Guaranteed Capacity, [REDACTED]  
[REDACTED]  
[REDACTED] and Seller shall provide to Buyer a new certificate substantially in the form attached as Exhibit I hereto specifying the new Installed Capacity. If Seller fails to construct the Guaranteed Capacity by such date, Seller shall pay "**Capacity Damages**" to Buyer, in an amount equal to [REDACTED]  
[REDACTED] for each MW that the Guaranteed Capacity exceeds the Installed Capacity, and applicable portions of the Agreement, including Exhibit Q, shall be adjusted accordingly.

## EXHIBIT C

### COMPENSATION

Buyer shall compensate Seller for the Product in accordance with this Exhibit C.

(a) Monthly Capacity Payment.

(i) Each month of the Delivery Term prior to a Full Capacity Deliverability Status Finding or Interim Deliverability Status Finding for the Facility (and pro-rated for the first and last month of the Delivery Term if the Delivery Term does not start on the first day of a calendar month), Buyer shall pay Seller a Monthly Capacity Payment equal to the product of the Energy-only Contract Price x Effective Capacity x Availability Adjustment for such month. Such payment constitutes the entirety of the amount due to Seller from Buyer for the Product. If the Effective 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 Effective Capacity and/or Efficiency Rate are applicable.

(ii) Each month of the Delivery Term commencing with the Initial Showing Month, Buyer shall pay Seller a Monthly Capacity Payment equal to the sum of (1) the product of the Energy-only Contract Price x Effective Capacity x Availability Adjustment for such month, plus (2) the RA Contract Price x the quantity of Resource Adequacy Benefits actually delivered to Buyer for the month. Such payment constitutes the entirety of the amount due to Seller from Buyer for the Product..

(b) Availability Adjustment. The “Availability Adjustment” (or “AA”) is calculated as follows:

- (i) If the Monthly Capacity Availability is greater than or equal to the Guaranteed Availability, then:

$$AA = 100\%$$

- (ii) If the Monthly Capacity Availability is less than the Guaranteed Availability, but greater than or equal to 70%, then:

$$AA = 100\% - [(Guaranteed Availability - Monthly Capacity Availability) \times 2]$$

- (iii) If the Monthly Capacity Availability is less than 70%, then:

$$AA = 0$$

(c) Liquidated Damages for Failure to Achieve Guaranteed Efficiency Rate. If during any month during the Delivery Term, the Efficiency Rate(s) applicable to such month is/are 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 applicable Efficiency Rate(s) is/are less than the Guaranteed Efficiency Rate, *by* (iii) Buyer's average cost of procuring Charging Energy for the relevant month, which amount Seller shall set off against amounts payable by Buyer in the applicable monthly invoice.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## EXHIBIT D

### SCHEDULING COORDINATOR RESPONSIBILITIES

(a) Buyer as Scheduling Coordinator for the Facility. Upon Initial Synchronization of the Facility to the CAISO Grid, Buyer shall be the Scheduling Coordinator or designate a qualified third party to provide Scheduling Coordinator services with the CAISO for the Facility for both the delivery and the receipt (as applicable) of Charging Energy, Discharging Energy and the Product at the Delivery Point. At least thirty (30) days prior to the Initial Synchronization, (i) Seller shall take all actions and execute and deliver to Buyer and the CAISO all documents necessary to authorize or designate Buyer (or Buyer's designee) as the Scheduling Coordinator for the Facility effective as of the Initial Synchronization of the Facility to the CAISO Grid, and (ii) Buyer shall, and shall cause its designee to, take all actions and execute and deliver to Seller and the CAISO all documents necessary to authorize or designate Buyer or its designee as the Scheduling Coordinator for the Facility effective as of the Initial Synchronization of the Facility to the CAISO Grid. On and after Initial Synchronization of the Facility to the CAISO Grid, Seller shall not authorize or designate any other party to act as the Facility's Scheduling Coordinator, nor shall Seller perform for its own benefit the duties of Scheduling Coordinator, and Seller shall not revoke Buyer's authorization to act as the Facility's Scheduling Coordinator unless agreed to by Buyer. Buyer (as the Facility's SC) shall submit 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, real time or other CAISO market basis that may develop after the Effective Date, as determined by Buyer.

(b) Notices. Buyer (as the Facility's SC) shall provide Seller with access to a web-based system through which Seller shall submit to Buyer and the CAISO all notices and updates required under the CAISO Tariff regarding the Facility's status, including, but not limited to, all outage requests, forced outages, forced outage reports, clearance requests, or must offer waiver forms. Seller shall cooperate with Buyer to provide such notices and updates. If the web-based system is not available, Seller shall promptly submit such information to Buyer and the CAISO (in order of preference) telephonically, by electronic mail, or fax transmission to the personnel designated to receive such information.

(c) CAISO Costs and Revenues. Except as otherwise set forth below, Buyer (as Scheduling Coordinator for the Facility) shall be responsible for CAISO costs (including Charging Energy, penalties, Imbalance Energy costs, and other charges) and shall be entitled to all CAISO revenues (including Discharging Energy, 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 costs, charges or sanctions associated with delivery of Resource Adequacy Benefits from the Facility (including Non-Availability Charges (as defined in the CAISO Tariff)); *provided*, any Availability Incentive Payments (as defined in the CAISO Tariff) are for the benefit of Seller and for Seller's account and that any Non-Availability Charges (as defined in the CAISO Tariff) are the responsibility of Seller and for Seller's account. In addition, 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. 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.

(d) CAISO Settlements. Buyer (as the Facility's SC) shall be responsible for all settlement functions with the CAISO related to the Facility. Buyer shall render a separate invoice to Seller for any CAISO payments, charges or penalties ("**CAISO Charges Invoice**") for which Seller is responsible under this Agreement. CAISO Charges Invoices shall be rendered after settlement information becomes available from the CAISO that identifies any CAISO charges. Notwithstanding the foregoing, Seller acknowledges that the CAISO will issue additional invoices reflecting CAISO adjustments to such CAISO charges. Buyer shall review, validate, and if requested by Seller under paragraph (e) below, dispute any charges that are the responsibility of Seller in a timely manner and consistent with Buyer's existing settlement processes for charges that are Buyer's responsibilities. Subject to Seller's right to dispute and to have Buyer pursue the dispute of any such invoices, Seller shall pay the amount of CAISO Charges Invoices within ten (10) Business Days of Seller's receipt of the CAISO Charges Invoice. If Seller fails to pay such CAISO Charges Invoice within that period, Buyer may net or offset any amounts owing to it for such CAISO Charges Invoices against any future amounts it may owe to Seller under this Agreement. The obligations under this Section with respect to payment of CAISO Charges Invoices in respect of performance prior to the expiration or termination of this Agreement shall survive the expiration or termination of this Agreement.

(e) Dispute Costs. Buyer (as the Facility's SC) may be required by Seller to dispute CAISO settlements in respect of the Facility. Seller agrees to pay Buyer's costs and expenses (including reasonable attorneys' fees) associated with its involvement with such CAISO disputes to the extent they relate to CAISO charges payable by Seller with respect to the Facility that Seller has directed Buyer to dispute.

(f) Terminating Buyer's Designation as Scheduling Coordinator. At least thirty (30) days prior to expiration of this Agreement or as soon as reasonably practicable upon an earlier termination of this Agreement, the Parties will take all actions necessary to terminate the designation of Buyer as Scheduling Coordinator for the Facility as of 11:59 p.m. on such expiration date.

(g) Master Data File and Resource Data Template; Master Resource Database. The Parties will collaborate to comply with the applicable deadlines for filing and updating the information for the Facility in the CPUC Master Resource Database and Master Data File. Seller shall provide the data 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 at least five (5) Business Days before the deadline for submission to CAISO and Buyer (as SC) shall promptly provide such data to CAISO. Seller shall provide the data that is required for the CPUC

Master Resource Database for the Facility consistent with this Agreement to Buyer for review and approval at least five (5) Business Days before the deadline for submission of such to the CPUC. Neither Party shall change such CAISO or CPUC 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 Data File and Resource Data Template (or successor data systems) and CPUC Master Resource Database for this Facility remains consistent with the actual operating characteristics of the Facility and provide such information to Buyer for review at least five (5) Business Days prior to submission to the CAISO or CPUC as applicable.

(h) NERC Reliability Standards. Buyer (as Scheduling Coordinator) shall cooperate reasonably with Seller to the extent necessary to enable Seller to comply, and for Seller to demonstrate Seller's compliance with, NERC reliability standards. This cooperation shall include the provision of information in Buyer's possession that Buyer (as Scheduling Coordinator) has provided to the CAISO related to the Facility or actions taken by Buyer (as Scheduling Coordinator) related to Seller's compliance with NERC reliability standards.

**EXHIBIT E**  
**PROGRESS REPORTING FORM**

Each Progress Report must include the following items:

1. Executive Summary.
2. Facility description.
3. Site plan of the Facility.
4. Description of any material planned changes to the Facility or the Site.
5. Gantt chart schedule showing progress on achieving each of the Milestones.
6. Summary of activities during the previous calendar quarter or month, as applicable.
7. Forecast of activities scheduled for the current calendar quarter.
8. Written description about the progress relative to Seller's Milestones, including whether Seller has met or is on target to meet the Milestones.
9. List of issues that are reasonably likely to affect Seller's Milestones.
10. A status report of start-up activities including a forecast of activities ongoing and after start-up, a report on Facility performance including performance projections for the next twelve (12) months.
11. Progress and schedule of all major agreements, contracts, permits (including Material 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 Distribution System and all other interconnection utility services.
13. Workforce Development reporting (if applicable). Format to be provided by Buyer.
14. Any other documentation reasonably requested by Buyer.

## EXHIBIT F

### FORM OF MONTHLY AVAILABLE CAPACITY REPORT

[Available Capacity, MW Per Hour] – [Insert Month]

	1:00	2:00	3:00	4:00	5:00	6:00	7:00	8:00	9:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	24:00
Day 1																								
Day 2																								
Day 3																								
Day 4																								
Day 5																								
[insert additional rows for each day in the month]																								
Day 29																								
Day 30																								
Day 31																								

The foregoing table is provided for informational purposes only, and it shall not constitute, or be deemed to constitute, an obligation of any of the Parties to this Agreement.

**EXHIBIT G**  
**FORM OF 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 (“**Certification**”) of Commercial Operation is delivered by [*LICENSED PROFESSIONAL ENGINEER*] (“**Engineer**”) to California Community Power, a California joint powers authority (“**Buyer**”) in accordance with the terms of that certain Energy Storage Service 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 [*DATE*], Engineer hereby certifies and represents to Buyer the following:

1. The Facility is fully operational, interconnected, and synchronized with the Distribution System in accordance with the Interconnection Agreement.
2. Seller has installed equipment for the Facility with an Installed Capacity no less than ninety-five percent (95%) of the Guaranteed Capacity.
3. Seller has commissioned all equipment in accordance with its respective manufacturer’s specifications.
4. 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 Agreement and/or the CAISO.
5. Authorization to parallel the Facility was obtained by the Distribution Provider, on [*DATE*].
6. The Distribution Provider has provided documentation supporting full unrestricted release for Commercial Operation 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 [*LICENSED PROFESSIONAL ENGINEER*]  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[*LICENSED PROFESSIONAL ENGINEER*]  
By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT I

### FORM OF INSTALLED CAPACITY AND EFFICIENCY RATE TEST CERTIFICATE

This certification ("**Certification**") of Installed Capacity and Efficiency Rate is delivered by [LICENSED PROFESSIONAL ENGINEER] ("**Engineer**") to California Community Power, a California joint powers authority ("**Buyer**") in accordance with the terms of that certain Renewable Power Purchase 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.

I hereby certify the following:

(a) The Capacity Test conducted on [DATE] demonstrated a maximum dependable operating capability that can be sustained for [Insert Resource Duration (#)] consecutive hours to discharge electric energy of \_\_ MW AC, in accordance with the testing procedures, requirements and protocols set forth in Exhibit O ("**Installed Capacity**"); and

(b) The Capacity Test conducted on [DATE] demonstrated an Efficiency Rate of \_\_%, all in accordance with the testing procedures, requirements and protocols set forth in Exhibit O.

EXECUTED by [LICENSED PROFESSIONAL ENGINEER]

this [ ] day of [ ], 20 [ ].

[LICENSED PROFESSIONAL ENGINEER]

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

Printed Name: \_\_\_\_\_

## EXHIBIT J

### FORM OF CONSTRUCTION START DATE CERTIFICATE

This certification of Construction Start Date (“**Certification**”) is delivered by [SELLER ENTITY] (“**Seller**”) to California Community Power, a California joint powers authority (“**Buyer**”) in accordance with the terms of that certain Energy Storage Service 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 the following:

- (1) Construction Start (as defined in Exhibit B of the Agreement) has occurred, and a copy of the notice to proceed that Seller issued to its contractor as part of Construction Start is attached hereto.
- (2) the Construction Start Date occurred on \_\_\_\_\_ (the “**Construction Start Date**”); and
- (3) the precise Site on which the Facility is located is, which must be within the boundaries of the previously identified Site:

\_\_\_\_\_.

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. [XXXXXXXX]

Date: \_\_\_\_\_

Bank Ref.: \_\_\_\_\_

Amount: US\$ \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Beneficiary:  
Clean Energy Alliance  
Attn: Gregory Wade, CEO  
5857 Owens Ave, Suite 2023  
Carlsbad, CA 92008

Ladies and Gentlemen:

By the order of [*Entity name, state of formation, type of entity*] (“Applicant”), we, [*Bank name and address*] (“Issuer”) hereby issue our Irrevocable Standby Letter of Credit No. [XXXXXX] (the “Letter of Credit”) in favor of Clean Energy Alliance, a California joint powers authority (“Beneficiary”), for an amount not to exceed the aggregate sum of U.S. \$[XXXXXX] (United States Dollars [XXXXXX] and 00/100), pursuant to that certain Renewable Power Purchase Agreement dated as of [*Date*] and as amended (the “Agreement”) between Applicant and Beneficiary. This Letter of Credit shall become effective immediately and shall expire on [*Date*] 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 valid presentation on or before the Expiration Date of a dated statement purportedly signed by Beneficiary’s duly authorized representative, in the form attached hereto as Exhibit A, containing one of the two alternative paragraphs set forth in paragraph 2 therein, 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 email to [*Bank email address*] or (c) facsimile to [*Bank fax number*] confirmed by [email 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 the Beneficiary that all documents presented under and in compliance with the terms of this Letter of Credit, that such drafts 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 overnight courier service that we elect not to extend this Letter of Credit, in which case it will expire on such Expiration Date, or such later date as may be specified in such notice. No presentation made under this Letter of Credit after such Expiration Date (or such later date, if applicable) will be honored.

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 California.

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.

Please address all correspondence regarding this Letter of Credit to the attention of the Letter of Credit Department at [*Bank name and address*], referring specifically to Issuer's Letter of Credit No. [XXXXXX]. For telephone assistance, please contact Issuer's Standby Letter of Credit Department at [*Bank phone number*] and have this Letter of Credit available.

All notices to Beneficiary shall be in writing and are required to be sent by certified letter, overnight courier, or delivered in person to: Clean Energy Alliance, Attn: Gregory Wade, CEO, 5857 Owens Ave, Suite 2023, Carlsbad, CA 92008. 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*]

---

[*Officer name*]

[*Officer title*]

Exhibit A:  
Drawing Certificate  
(DRAW REQUEST SHOULD BE ON BENEFICIARY'S LETTERHEAD)

[*Bank name and address*]

Ladies and Gentlemen:

The undersigned, a duly authorized representative of Clean Energy Alliance, a California joint powers authority, as beneficiary (the "Beneficiary") of the Irrevocable Letter of Credit No. [XXXXXX] (the "Letter of Credit") issued by [*Bank name*] (the "Bank") by order of [*Entity name, state of formation, type of entity*] (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 [*Date*] (the "Agreement").
2. Beneficiary is making a drawing under this Letter of Credit in the amount of U.S. \$[XXXXXX] 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. \$[XXXXXX], 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 Clean Energy Alliance 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 Clean Energy Alliance by wire transfer in immediately available funds to the following account: [*Specify account information*].

Clean Energy Alliance

\_\_\_\_\_  
[*Name and Title of Authorized Representative*]

Date \_\_\_\_\_

**EXHIBIT L**  
**RESERVED**

## EXHIBIT M

### FORM OF REPLACEMENT RA NOTICE

This Replacement RA Notice (this “**Notice**”) is delivered by [*SELLER ENTITY*] (“**Seller**”) to California Community Power, a California joint powers authority (“**Buyer**”) in accordance with the terms of that certain Energy Storage Service Agreement dated [*DATE*] (“**Agreement**”) by and between Seller and Buyer. All capitalized terms used in this Notice but not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

Pursuant to Section 3.3(d) 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>1</sup> To be repeated for each unit if more than one.

[*SELLER ENTITY*]

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

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT N****NOTICES**

<b>LUMINIA CA DEVCO 3, LLC,</b> <b>(“Seller”)</b>	<b>California Community Power, a California</b> <b>joint powers authority (“Buyer”)</b>
<b>All Notices:</b> Street: 4445 Eastgate Mall Road Ste 200 City: San Diego, CA 92121 Attn: Alan Whiting, CFO  Phone: (858) 866-8777 Email: info@luminia.io	<b>All Notices:</b> Clean Energy Alliance 5857 Owens Ave, Suite 2023 Carlsbad, CA 92008 Attn: Gregory Wade, CEO Phone: (760) 209-6177 Email: gwade@thecleanenergyalliance.org
<b>Reference Numbers:</b> Duns: 11-946-0331 Federal Tax ID Number: 33-3078025	<b>Reference Numbers:</b> Duns: 117585162 Federal Tax ID Number: 84-3839142
<b>Invoices:</b> Attn: Alan Whiting, CFO Phone: (858) 866-8777 Email: info@luminia.io	<b>Invoices:</b> Attn: Accounts Payable Phone: (760) 209-6177 Email: cea.invoices@pacificea.com accountspayable@thecleanenergyalliance.org
<b>Scheduling:</b> Attn: Alan Whiting, CFO Phone: (858) 866-8777 Email: info@luminia.io	<b>Scheduling:</b> Attn: Jaclyn Harr, The Energy Authority Phone: (408) 306-0432 Email: jharr@teainc.org
<b>Confirmations:</b> Attn: Alan Whiting, CFO Phone: (858) 866-8777 Email: info@luminia.io	<b>Confirmations:</b> Attn: Gregory Wade, CEO Phone: (760) 209-6177 Email: gwade@thecleanenergyalliance.org
<b>Payments:</b> Attn: Alan Whiting, CFO Phone: (858) 866-8777 Email: info@luminia.io	<b>Payments:</b> Attn: Andy Stern, Chief Financial Officer Phone: (760) 209-6177 Email: astern@thecleanenergyalliance.org
<b>Wire Transfer:</b> BNK: [REDACTED] ABA: [REDACTED] ACCT: [REDACTED]	<b>Wire Transfer:</b> BNK: [REDACTED] ABA: [REDACTED] ACCT: [REDACTED]
<b>With additional Notices of an Event of Default to:</b> Attn: Alan Whiting, CFO Phone: (858) 866-8777 Email: info@luminia.io	<b>With additional Notices of an Event of Default to:</b> Attn: Johanna Canlas, General Counsel Phone: (619) 814-5813 Email: jcanlas@bwslaw.com

LUMINIA CA DEVCO 3, LLC, ("Seller")	<b>California Community Power, a California joint powers authority ("Buyer")</b>
<b>Emergency Contact:</b> Attn: Alan Whiting, CFO Phone: (858) 866-8777 Email: info@luminia.io	<b>Emergency Contact:</b> <b>Emergency Contact:</b> Attn: Gregory Wade, CEO Phone: (760) 209-6177 Email: gwade@thecleanenergyalliance.org



## EXHIBIT O

### CAPACITY TESTS

A. Commercial Operation Capacity Test(s). 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 5 of Exhibit B) shall be performed in accordance with this Exhibit O and shall establish the initial Installed Capacity and initial Efficiency Rate hereunder based on the actual capacity and efficiency rate of the Facility determined by such Commercial Operation Capacity Test(s).

B. Subsequent Capacity Tests. 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, Buyer shall have the right to require a retest of the 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 upon five (5) Business Days' prior Notice to Buyer (or any shorter period reasonably acceptable to Buyer consistent with Prudent Operating Practice).

C. Test Results and Re-Setting of Effective Capacity and Efficiency Rate. 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, the actual Effective Capacity determined pursuant to a Capacity Test (up to, but not to exceed 114% of, the Guaranteed 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 Exhibit O. For ease of reference, a Capacity Test is sometimes referred to in this Exhibit O as a "CT". Buyer or its representative may be present for the CT and may, for informational purposes only, use its own metering equipment (at Buyer's sole cost).
- B. Conditions Prior to Testing.
- (1) EMS Functionality. The EMS shall be successfully configured to receive data from the Battery Management System (BMS), exchange DNP3 data with the Buyer SCADA device, and transfer data to the database server for the calculation, recording and archiving of data points.

- (2) Communications. The Remote Terminal Unit (RTU) testing should be successfully completed prior to any testing. The interface between Buyer's RTU and the Facility SCADA System should be fully tested and functional prior to starting any testing, including verification of the data transmission pathway between Buyer's RTU and Seller's EMS interface and the ability to record SCADA System data.
- (3) Commissioning Checklist. Commissioning shall be successfully completed per manufacturer guidance on all applicable installed Facility equipment, including verification that all controls, set points, and instruments of the EMS are configured.

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 Effective Capacity shall never exceed [REDACTED] and all SOC measurements associated with a Capacity Test shall be based on the Effective Capacity without taking into account any capacity that exceeds the Guaranteed Capacity.***

- A. Test Elements. Each CT shall include at least the following individual test elements, which must be conducted in the order prescribed in Part III of this Exhibit O, unless the Parties mutually agree to deviations therefrom. The Parties acknowledge and agree that should Seller fall short of demonstrating one or more of the Test Elements as specified below, the CT will still be deemed "complete," and any adjustments necessary to the Effective Capacity or to the Efficiency Rate resulting from such CT, if applicable, will be made in accordance with this Exhibit O.
  - (1) The measurement of Charging Energy, as measured by the Facility Meter, that is required to charge the Facility from the Minimum Stored Energy Level up to the Maximum Stored Energy Level.
  - (2) The measurement of Discharging Energy, as measured by the Facility Meter, that is required to charge the Facility from the Maximum Stored Energy Level down to the Minimum Stored Energy Level.
  - (3) Amount of time between the Facility's electrical output going from 0 to Maximum Discharging Capacity.
  - (4) Amount of time between the Facility's electrical input going from 0 to Maximum Charging Capacity.
- B. Parameters. During each CT, the following parameters shall be measured and recorded simultaneously for the Facility, at two (2) second intervals:
  - (1) Time;

- (2) The amount of Discharging Energy to the Facility Meters (MWh) (i.e., to each measurement device making up the Facility Meter);
  - (3) The amount of Charging Energy to the Facility Meters (MWh) (i.e., from each measurement device making up the Facility Meter); and
  - (4) Stored Energy Level (MWh).
- C. Site Conditions. During each CT, the following conditions at the Site shall be measured and recorded simultaneously at thirty (30) minute intervals:
- (1) Relative humidity (%);
  - (2) Barometric pressure (inches Hg) near the horizontal centerline of the Facility; and
  - (3) Ambient air temperature (°F).
- D. Test Showing. Each CT shall record and report the following datapoints:
- (1) That the CT successfully started;
  - (2) The Maximum Discharging Capacity sustained for the number consecutive hours corresponding to the Resource Duration;
  - (3) The Maximum Charging Capacity sustained for the number of consecutive hours equal to the Resource Duration divided by the Minimum Efficiency Rate (or such lesser time as is required to reach 100% SOC);
  - (4) Amount of time between the Facility's electrical output going from 0 to the Maximum Discharging Capacity registered during the CT (for purposes of calculating the ramp rate);
  - (5) Amount of time between the Facility's electrical input going from 0 to the Maximum Charging Capacity registered during the CT (for purposes of calculating the ramp rate);
  - (6) Amount of Charging Energy, registered at the Facility Meter, to go from 0% SOC to 100% SOC; and
  - (7) Amount of Discharging Energy, registered at the Facility Meter, to go from 100% SOC to 0% SOC.
- E. Test Conditions.
- (1) General. 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) Abnormal Conditions. If abnormal operating conditions prevent the testing or recordation of any required parameter during a CT, Seller may postpone or reschedule all or part of such CT in accordance with Part II.F below.
  - (3) Instrumentation and Metering. Seller shall provide all instrumentation, metering and data collection equipment required to perform the CT. The instrumentation, metering and data collection equipment electrical meters shall be calibrated in accordance with Prudent Operating Practice and, as applicable, the CAISO Tariff.
- F. Incomplete Test. If any CT is not completed in accordance herewith, Buyer may in its sole discretion: (i) accept the results up to the time the CT stopped without any modification to the Effective 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 Distribution Provider, Seller shall be permitted to reconduct such CT on dates and at times reasonably acceptable to the Parties.
- G. Test Report. Within five (5) Business Days after the completion of any CT, Seller shall prepare and submit to Buyer a written report of the results of the CT, which report shall include:
  - (1) A record of the personnel present during the CT that served in an operating, testing, monitoring or other such participatory role;
  - (2) The measured and calculated data for each parameter set forth in Part II.A through D, including copies of the raw data taken during the test; and
  - (3) Seller's statement of either Seller's acceptance of the CT or Seller's rejection of the CT results and reason(s) therefor.

Within 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. Supplementary Capacity Test Protocol. No later than sixty (60) days prior to Construction Start, Seller shall deliver to Buyer for its review and approval (such approval not to be unreasonably delayed or withheld) a supplement to this Exhibit O with additional and supplementary details, procedures and requirements applicable to Capacity Tests based on the then current design of the Facility ("**Supplementary Capacity Test Protocol**"). Thereafter, from time to time, Seller may deliver to Buyer for its review and approval (such approval not to be unreasonably delayed or withheld) any Seller recommended updates to the then-current Supplementary Capacity Test Protocol. The initial Supplementary Capacity Test Protocol (and each update thereto), once approved by Buyer, shall be deemed

an amendment to this Exhibit O.

I. Adjustment to Effective Capacity and Efficiency Rate. 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) at the Maximum Discharging Capacity during the first Resource Duration number of hours of discharge (up to, but not in excess of, the product of (i) 114% of the Guaranteed Capacity, multiplied by (ii) the Resource Duration) shall be divided by the Resource Duration number of 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.

PART III. INITIAL SUPPLEMENTARY CAPACITY TEST PROTOCOL.

A. **Effective Capacity and Efficiency Rate Test**

• Procedure:

- (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 Capacity and continue charging until the earlier of (a) the Facility has reached 100% SOC or (b) the number of hours equal to the Resource Duration divided by the Minimum Efficiency 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) number of hours equal to the Resource Duration divided by the Minimum Efficiency of continuous charging.
- (5) Record and store the amount of Charging Energy, registered at the Facility Meter, to go from 0% SOC to 100% SOC.
- (6) Following an agreed-upon rest period (not to exceed 5 minutes), command a real power discharge that results in an AC power output of the Facility's Maximum Discharging Capacity and maintain the discharging state until the earlier of (a) the Facility has discharged at the Maximum Discharging Capacity for the number of consecutive hours corresponding to the Resource Duration, or (b) the Facility has reached 0% SOC.

- (7) Record and store the SOC after the number of hours corresponding to the Resource Duration of continuous discharging.
  - (8) If the Facility has not reached 0% SOC pursuant to Section III.A(6), continue discharging the Facility at Maximum Discharging Capacity until it reaches a 0% SOC.
  - (9) Record and store the Discharging Energy as measured at the Facility Meter from the commencement of discharging pursuant to Section III.A(6) until the Facility has reached a 0% SOC pursuant to either Section III.A(7) or Section III.A(8), as applicable.
- Test Results:
    - (1) The resulting Effective Capacity measurement is the sum of the total Discharging Energy as reported under Section III.A(7) above at the Facility Meter divided by the Resource Duration.
    - (2) The total amount of Discharging Energy (as reported under Section III.A(9) 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.

#### **B. AGC Discharge Test**

- Purpose: This test will demonstrate the AGC discharge capability to achieve the Facility's Maximum Discharging Capacity within 1 second.
- System starting state: The Facility will be in the on-line state at 50% SOC and at an initial active power level of 0 MW and reactive power level of 0 MVAR. The EMS will be configured to follow a predefined agreed-upon active power profile.
- Procedure:
  - (1) Record the Facility active power level at the Facility Meter.
  - (2) Command the Facility to follow a simulated CAISO RIG signal of P<sub>MAX</sub> at .95 power factor for ten (10) minutes.
  - (3) Record and store the Facility active power response (in seconds).

- System end state: The Facility will be in the on-line state and at a commanded active power level of 0 MW.

#### **C. AGC Charge Test**

- Purpose: This test will demonstrate the AGC charge capability to achieve the Facility's Maximum Charging Capacity within 1 second.

- System starting state: The Facility will be in the on-line state at 50% SOC and at an initial active power level of 0 MW and reactive power level of 0 MVAR. The Facility control system will be configured to follow a predefined agreed-upon active power profile.
- Procedure:
  - (1) Record the Facility active power level at the Facility Meter.
  - (2) Command the Facility to follow a simulated CAISO RIG signal of P<sub>MAX</sub> at .95 power factor for ten (10) minutes.
  - (3) Record and store the Facility active power response (in seconds).
- System end state: The Facility will be in the on-line state and at a commanded active power level of 0 MW.

#### D. **Reactive Power Production Test**

- Purpose: This test will demonstrate the reactive power production capability of the Facility.
- System starting state: The Facility will be in the on-line state at 50% SOC and at an initial active power level of 0 MW and reactive power level of 0 MVAR. The EMS will be configured to follow an agreed-upon predefined reactive power profile.
- Procedure:
  - (1) Record the Facility reactive power level at the Facility Meter.
  - (2) Command the Facility to follow [MW value that is half of Guaranteed Capacity] MW for ten (10) minutes.
  - (3) Record and store the Facility reactive power response.
- System end state: The Facility will be in the on-line state and at a commanded reactive power level of 0 MVAR.

#### E. **Reactive Power Consumption Test**

- Purpose: This test will demonstrate the reactive power consumption capability of the Facility.
- System starting state: The Facility will be in the on-line state at 50% SOC and at an initial active power level of 0 MW and reactive power level of 0 MVAR. The Facility control system will be configured to follow an agreed-upon predefined reactive power profile.

- Procedure:
  - (1) Record the Facility reactive power level at the Facility Meter.
  - (2) Command the Facility to follow *[MW value that is half of Guaranteed Capacity]* MW for ten (10) minutes.
  - (3) Record and store the Facility reactive power response.
- System end state: The Facility will be in the on-line state and at a commanded reactive power level of 0 MVAR.



## EXHIBIT P

### MONTHLY CAPACITY AVAILABILITY CALCULATION

Monthly Capacity Availability Calculation. Seller shall calculate the “**Monthly Capacity Availability**” for a given month of the Delivery Term using the formula set forth below:

$$\text{Monthly Capacity Availability (\%)} = \frac{[\text{AVAILHRS}_m + \text{EXCUSEDHRS}_m]}{[\text{MONTHRS}_m]}$$

Where:

$m$  = relevant month “m” in which Monthly Capacity Availability is calculated;

$\text{MONTHRS}_m$  is the total number of hours for the month;

$\text{AVAILHRS}_m$  is the total number of hours, or partial hours, in the month during which the Facility was designated as available to charge and discharge Energy between the Facility and the Delivery Point and to provide Ancillary Services at the Delivery Point in both Seller’s most recent Availability Notice and Seller’s real-time EMS data feed to Buyer for the Facility. 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  $\text{AVAILHRS}_m$  for such time period shall be calculated by multiplying such  $\text{AVAILHRS}_m$  by a percentage determined by dividing (a) by (b); where (a) is the lower of such capacity amount 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(c)), and (b) is the Effective Capacity.

$\text{EXCUSEDHRS}_m$  is the total number of hours, or partial hours, in the month that are not included as  $\text{AVAILHRS}_m$  due to Buyer Default (provided that such Buyer Default causes the Facility to be unavailable), Force Majeure Events (excluding Insurable Force Majeure Events), periods during which delivery of Product is prevented due to a Curtailment Order, Buyer Dispatched Tests, [REDACTED]

[REDACTED] Approved Maintenance Outages, CAISO approved Short Notice Opportunity Outages (as defined in the CAISO Tariff), provided, however, the total amount of maintenance outages, including any CAISO approved maintenance outages, shall not exceed 60 hours per Contract Year 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  $\text{EXCUSEDHRS}_m$  for such time period shall be calculated by multiplying such  $\text{EXCUSEDHRS}_m$  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 due the Excused Event 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(c)), and (b) is the Effective Capacity. For avoidance of doubt, the total of  $AVAILHRS_m$  plus  $EXCUSEDHRS_m$  for any hour, or partial hour, shall never exceed 1.

## 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 Exhibit Q, (iii) will include protocols and parameters for Seller's operation of the Facility in the absence of Discharging Notices or other similar instructions from Buyer relating to the use of the Facility, and (iv) may include facility scheduling, operating restrictions and Communications Protocols.

<b>File Update Date:</b>	
<b>Technology:</b>	
<b>Storage Unit Name:</b>	
<b>A. Contract Capacity</b>	
<b>Guaranteed Capacity (MW):</b>	
<b>Effective Capacity (MW):</b>	
<b>B. Total Unit Dispatchable Range Information</b>	
<b>Interconnect Voltage (kV):</b>	
<b>Maximum State of Charge (SOC) during Charging:</b>	
<b>Minimum State of Charge (SOC) during Discharging:</b>	
<b>Maximum Stored Energy Level (MWh):</b>	
<b>Minimum Stored Energy Level (MWh):</b>	
<b>Maximum Charging Capacity (MW):</b>	
<b>Maximum Discharging Capacity (MW):</b>	
<b>C. Maximum Throughput</b>	
<b>Maximum Daily Throughput:</b>	
<b>Maximum Annual Throughput:</b>	
<b>D. Charge and Discharge Rates</b>	
	<b>Ramp Rate (MW/minute) Description</b>
<b>Energy:</b>	
<b>E. Ancillary Services</b>	
<b>Spinning reserve is included:</b>	Yes
<b>Non-spinning reserve is included:</b>	Yes
<b>Regulation up is included:</b>	Yes
<b>Regulation down is included:</b>	Yes
<b>Black start is included:</b>	No
<b>F. Other Services</b>	
<b>Voltage support is included:</b>	Yes



**EXHIBIT R**  
**METERING DIAGRAM**

## Staff Report

**DATE:** March 27, 2025

**TO:** Clean Energy Alliance Board of Directors

**FROM:** Andy Stern, Treasurer/Interim Chief Financial Officer

**ITEM 9:** Approving and Authorizing Proposed Revisions to Clean Energy Alliance (CEA) Retirement Contributions to CEA Employees and the CEA Employee Handbook and Implementation of an Executive Level Compensation Change

---

### **RECOMMENDATION:**

That the CEA Board of Directors (Board) adopt Resolution No. 2025-014, which would:

1. Authorize increase of CEA's contributions to the 401(a) Employee Retirement Plan from 5% to 7.5% effective on April 1, 2025;
2. Authorize revisions to the CEA Employee Handbook to clarify taxes applicable to employees' wages; and
3. Ratify and authorize CEA staff to file such documents and take such actions as are necessary and proper to seek reimbursement of any and all overpayment of taxes.

### **BACKGROUND AND DISCUSSION:**

Since its hiring of its first employees in late 2023, CEA has offered a broad range of benefits to its employees including support and contributions on behalf of those employees to established retirement programs. (Note: The CEO's benefits are different from some of those listed below as they are as agreed to by separate contract). These benefit contributions include the following:

- Company contribution of 5% of each employee's salary to a 401(a) retirement plan (subject to vesting described below)
- The opportunity for employees to voluntarily elect pre-tax contributions to a 457(b) retirement plan
- Company match of each employee's voluntary 457(b) contribution (described above) up to 5% of their annual salary. The company match is contributed to the 401(a) retirement plan (these contributions vest in equal amounts over a 5-year period starting with the employee's first day of employment, subject to vesting described below)
- All vesting is as follows: Employee vesting in the cumulative contributions starts at 20% on the anniversary of the employee's first year of employment and increases by an additional 20% for each year of service up to 5 years of service. After 5 years, all contributions are 100% vested immediately

- Participation in Social Security in which CEA and each employee pays Social Security taxes equal to 6.2% of the employee's wages, up to the Social Security wage base (i.e., 12.4% up to \$168,600 in 2024 rising to \$176,100 in 2025)

In early 2025, one of CEA's attorneys, specializing in tax law, employee benefits, and payroll compliance, brought it to CEA's attention that wages paid by municipalities, such as CEA, are exempt from Social Security taxes (with certain exceptions not applicable here) if combined contributions to employees' accounts under CEA's retirement plans (from both the employee and employer) equal at least 7.5% of their compensation, up to the Social Security wage base. Based on the current levels of contributions allocated to employees' retirement plan accounts, including employee-elected contributions, every employee exceeds that threshold. For example, an employee who voluntarily contributes 4% to the 457(b) plan would get a company match of 4% plus the company contribution of 5%. Therefore, the total contribution would be 13%, which exceeds the 7.5% threshold.

As a result of this information, CEA stopped all deductions in 2025 and requested a refund from the Internal Revenue Service (IRS) for all Social Security taxes (both employee and employer contributions) paid in 2024. CEA has already refunded employees for all their Social Security tax payments.

With the elimination of the CEA contribution to Social Security, CEA is now contributing less, in total, on behalf of its employees than was committed when those employees were hired. The total estimated savings to CEA is approximately \$60,900 in 2025 based on the existing 6 employees.

The IRS guidelines require that Social Security taxes be deducted and reported for each employee that falls below the 7.5% threshold level. Under the current structure, this would only happen in the event that an employee either elected to, or was unable financially, to participate in the voluntary contribution to take advantage of CEA's matching at a level less than 1.25%. If that happened, CEA would be required to reinstate Social Security deductions.

In order to avoid the potential for administrative error (i.e., monitoring whether an employee should go on or come off of Social Security) and to partially make up for the lowering of CEA's overall retirement contributions relative to the original Employee Handbook commitment, Staff is recommending that CEA's 401(a) contribution be increased to 7.5%. Based on the current employees, it is estimated that the cost to CEA would be approximately \$21,300, well below the savings of \$60,900 explained above from the eliminated Social Security contributions.

Coincident with this change, Staff also proposes a minor edit to the current Employee Handbook as follows:

1. Page 13, Payroll Deductions, Wage Attachments and Garnishments
  - a. Current: "CEA makes certain deductions from every employee's paycheck. Among these are applicable federal, state, and local income taxes, social security and Medicare taxes"
  - b. Revised: "CEA makes certain deductions from every employee's paycheck. Among these are applicable federal, state, and local income taxes, ~~social security and Medicare taxes~~"

The Ralph M. Brown Act (specifically Government Code section 54953(c)(3)) requires that before taking final action, an oral report summarizing the recommendation on the compensation to be paid to a local agency executive, including in the form of fringe benefits, be made during the open meeting. The recommended actions before the Board would not directly affect the executive level compensation of CEA's Chief Executive Officer as contributions to CEA's 401(a) and 457(b) Employee Retirement Plans are set by contractual agreement and are not modified by the recommended actions. However, the changes could potentially impact CEA's contribution to the 401(a) and 457(b) Employee Retirement Plans of future executive level employees. Additionally, the required changes to Social Security as discussed herein will impact the Social Security portion of that Federal Insurance Contributions Act (FICA) withholdings and payments made on behalf of all current and future CEA employees, including the CEO. But these changes are not discretionary; they are required by law.

**FISCAL IMPACT:**

The fiscal impact of increasing the company contribution to the 401(a) retirement plan would be an additional \$21,300 per year based on the current employee base. However, the net impact, resulting from already having eliminated Social Security contributions would yield a savings of approximately \$39,600 per year.

Submitted for Board consideration:



---

Gregory Wade  
Chief Executive Officer

**ATTACHMENTS:**

- A. Resolution No. 2025-014



**CLEAN ENERGY ALLIANCE  
RESOLUTION NO. 2025-014**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF CLEAN ENERGY  
ALLIANCE MAKING REVISIONS TO COMPANY CONTRIBUTIONS TO THE  
401(A) EMPLOYEE RETIREMENT PLAN, INCLUDING EXECUTIVE LEVEL  
COMPENSATION CHANGES, MAKING REVISIONS TO THE EMPLOYEE  
HANDBOOK TO ELIMINATE REFERENCE TO SOCIAL SECURITY TAX  
CONTRIBUTIONS AND RATIFYING ACTIONS TO CORRECT  
OVERPAYMENTS**

**WHEREAS**, the Clean Energy Alliance (CEA) is a joint powers agency formed on November 4, 2019, under the Joint Exercise of Power Act, California Government Code section 6500 *et seq.*; and

**WHEREAS**, as a matter of federal tax law, CEA is not permitted to participate in Social Security as long as the total contribution to retirement plans (the sum of employee and employer contributions) exceeds 7.5% of their annual salary; and

**WHEREAS**, based on the current levels of employee contributions, including those that are voluntary ones, every current CEA employee exceeds such 7.5% threshold; and

**WHEREAS**, CEA stopped all deductions in 2025 and requested a refund from the Internal Revenue Service (IRS) for all Social Security Tax contributions (both employee and employer contributions) made in 2024; and

**WHEREAS**, the CEA Board of Directors desires to avoid the potential for administrative error (i.e., monitoring whether an employee should go on or come off of Social Security) and to partially make up for the lowering of CEA's overall retirement contributions relative to the original Employee Handbook commitment, all of which is in the best interest of CEA and its customers; and

**WHEREAS**, consistent with Government Code section 54953(c)(3), on March 27, 2025 in a regular Board meeting and before taking final action, an oral report summarizing the recommendation on the compensation to be paid to a local agency executive was made during the open meeting.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of Clean Energy Alliance, as follows:

Section 1. The Board of Directors of Clean Energy Alliance hereby revises the CEA company contributions to the 401(a) Employee Retirement Plan from 5% to 7.5% effective on April 1, 2025.

Section 2. The Board of Directors of Clean Energy Alliance hereby approves the following revisions to the CEA current Employee Handbook:

1. Page 13, Payroll Deductions, Wage Attachments and Garnishments
  - a. Current: “CEA makes certain deductions from every employee’s paycheck. Among these are applicable federal, state, and local income taxes, social security and Medicare taxes”
  - b. Revised: “CEA makes certain deductions from every employee’s paycheck. Among these are applicable federal, state, and local income taxes, ~~social security~~ and Medicare taxes”.

Section 3. The Board of Directors of Clean Energy Alliance hereby ratifies and approves the actions of CEA staff in filing such documents and taking such actions as were necessary and proper, and authorizes such other and further actions as may be necessary and proper, to seek reimbursement of any and all overpayment of taxes from the Internal Revenue Service or accomplish the purposes of this Resolution.

The foregoing Resolution was passed and adopted this 27th day of March, 2025, by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

APPROVED:

---

Katie Melendez, Board Chair

ATTEST:

---

Kaylin McCauley, Clerk to the Board