SILICON VALLEY CLEAN ENERGY

City of Campbell

City of Cupertino

City of Gilroy

City of Los Altos

Town of Los Altos Hills

Town of Los Gatos

City of Milpitas

City of Monte Sereno

City of Morgan Hill

City of Mountain View

City of Saratoga

City of Sunnyvale

County of Santa Clara

svcleanenergy.org

333 W El Camino Real
Suite 330
Sunnyvale, CA 94087

Silicon Valley Clean Energy Authority
Board of Directors Meeting
Wednesday, January 11, 2023
7:00 pm

Cupertino Community Hall
10350 Torre Avenue
Cupertino, CA

Teleconference Meeting
Webinar:
https://cityofcupertino.zoom.us/j/97323127501

Telephone (Audio Only):
US: +1 669-900-6833
Webinar ID: 973 2312 7501

In accordance with California Government Code Section 54953(e), in consideration of the Coronavirus (COVID-19), members of the Silicon Valley Clean Energy Board of Directors and staff have the option to participate in this meeting by teleconference.

Members of the public may also attend this meeting in person, or observe this meeting electronically by accessing the meeting via instructions above. Public Comments can be sent in advance of the meeting via email up to three hours before the meeting begins to Board Clerk Andrea Pizano at Andrea.Pizano@svcleanenergy.org and will be distributed to the Board of Directors. The public will also have an opportunity to provide comments during the meeting. Members of the public participating remotely and using Zoom may comment during public comment or the applicable agenda item by using the Raise Hand feature and you will be recognized by the Chair. Those using the telephone (audio only) feature should press star 9 on your phones to initiate the "Raise Hand" function in Zoom. You will then be announced, unmuted, and your time to speak will begin.

The public may provide comments on any matter listed on the Agenda. Speakers are customarily limited to 3 minutes each, however, the Board Chair may increase or decrease the time allotted to each speaker based on the number of speakers, the length of the agenda and the complexity of the subject matter. Speaking time will not be decreased to less than one minute.

If you are an individual with a disability and need a reasonable modification or accommodation pursuant to the Americans with Disabilities Act ("ADA") please

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contact Board Clerk Andrea Pizano at Andrea.Pizano@svcleanenergy.org prior to the meeting for assistance.

AGENDA

Call to Order

Roll Call

Public Comment on Matters Not Listed on the Agenda

The public may provide comments on any matter not listed on the Agenda provided that it is within the subject matter jurisdiction of SVCE. Speakers are customarily limited to 3 minutes each, however, the Board Chair may increase or decrease the time allotted to each speaker based on the number of speakers, the length of the agenda and the complexity of the subject matter. Speaking time will not be decreased to less than one minute.

Consent Calendar (Action)

1a) Approve Minutes of the December 14, 2022, Board of Directors Meeting

1b) Receive November 2022 Treasurer Report

1c) Adopt Resolution Authorizing Public Meetings to Continue to Be Held Via Teleconferencing Pursuant to Government Code Section 54953(e) and Making Findings

1d) Appoint SVCE Treasurer/Auditor and Board Secretary for 2023

1e) Authorize the Chief Executive Officer to Execute Amendments to the Project Participation Share Agreements with California Community Power and Participating Community Choice Aggregators Related to Two Long Duration Storage Projects and Two Firm Clean Resource Projects

1f) Receive Q4 2022 Decarbonization Programs Update

1g) Receive SVCE Rate Schedules Effective January 1, 2023

1h) Approve SVCE Hybrid Meeting Policy

1i) California Community Power Report

1j) Additional Committee Reports

Regular Calendar

2) CEO Report (Discussion)

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3) Elect a Chair and Vice Chair of the SVCE Board of Directors for 2023 (Action)

4) Appoint Directors to the 2023 SVCE Executive Committee (Action)

5) Clean Energy Procurement Informational Update (Presentation)

Board Member Announcements and Direction on Future Agenda Items

Adjourn

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Pursuant to the Americans with Disabilities Act, if you need special assistance in this meeting, please contact the Clerk for the Authority at (408) 721-5301 x1005. Notification 48 hours prior to the meeting will enable the Authority to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.105 ADA Title II).

SVCE
GLOSSARY OF TERMS

BTM – Behind the Meter – Customer-sited resources which connect to the distribution system on the customer's side of the utility's meter. See also "DER".

CAISO – California Independent System Operator - a non-profit independent system operator that oversees the operation of the California bulk electric power system, transmission lines and electricity market generated and transmitted by its members (~80% of California's electric flow). Its stated mission is to "operate the grid reliably and efficiently, provide fair and open transmission access, promote environmental stewardship and facilitate effective markets and promote infrastructure development. CAISO is regulated by FERC and governed by a five-member governing board appointed by the governor.

CALCCA – California Community Choice Association – Association made up of Community Choice Aggregation (CCA) groups which represents the interests of California's community choice electricity providers.

CARB – California Air Resources Board – The CARB is charged with protecting the public from the harmful effects of air pollution and developing programs and actions to fight climate change in California.

CEC – California Energy Commission

CPUC – California Public Utility Commission

C&I – Commercial and Industrial – Business customers

CP – Compliance Period – Time period to become RPS compliant, set by the CPUC (California Public Utilities Commission)

DA – Direct Access – An option that allows eligible customers to purchase their electricity directly from third party providers known as Electric Service Providers (ESP).

DA Cap – the maximum amount of electric usage that may be allocated to Direct Access customers in California, or more specifically, within an Investor-Owned Utility service territory.

DA Lottery – a random drawing by which DA waitlist customers become eligible to enroll in DA service under the currently-applicable Direct Access Cap.

DA Waitlist – customers that have officially registered their interest in becoming a DA customer but are not yet able to enroll in service because of DA cap limitations.

DAC – Disadvantaged Community

DASR – Direct Access Service Request – Request submitted by C&I to become direct access eligible.

Demand - The rate at which electric energy is delivered to or by a system or part of a system, generally expressed in kilowatts (kW), megawatts (MW), or gigawatts (GW), at a given instant or averaged over any designated interval of time. Demand should not be confused with Load or Energy.

DER – Distributed Energy Resource – A small-scale unit of power generation that operates locally and is connected to a larger power grid at the distribution level.

Distribution - The delivery of electricity to the retail customer's home or business through low voltage distribution lines.

DLAP – Default Load Aggregation Point – In the CAISO's electricity optimization model, DLAP is the node at which all bids for demand should be submitted and settled. SVCE settles its CAISO load at the PG&E DLAP as SVCE is in the PG&E transmission access charge area.

DR – Demand Response - An opportunity for consumers to play a significant role in the operation of the electric grid by reducing or shifting their electricity usage during peak periods in response to time-based rates or other forms of financial incentives.

DWR – Department of Water Resources – DWR manages California's water resources, systems, and infrastructure in a responsible, sustainable way.

EE – Energy Efficiency

ELCC – Effective Load Carrying Capacity – The additional load met by an incremental generator while maintaining the same level of system reliability. For solar and wind resources the ELCC is the amount of capacity which can be counted for Resource Adequacy purposes.

EPIC – Electric Program Investment Charge – The EPIC program was created by the CPUC to support investments in clean energy technologies that provide benefits to the electricity ratepayers of PG&E, San Diego Gas & Electric Company (SDG&E), and Southern California Edison Company (SCE)

ERRA – Energy Resource Recovery Account – ERRA proceedings are used to determine fuel and purchased power costs which can be recovered in rates. The utilities do not earn a rate of return on these costs, and only recover actual costs. The costs are forecast for the year ahead. If the actual costs are lower than forecast, then the utility gives money back, and vice versa.

ESP – Energy Service Provider - An energy entity that provides service to a retail or end-use customer.

EV – Electric Vehicle

FERC – Federal Energy Regulatory Commission – Independent federal agency that regulates the interstate transmission of electricity, natural gas and oil. The CAISO is subject to FERC jurisdiction.

GHG – Greenhouse gas - water vapor, carbon dioxide, tropospheric ozone, nitrous oxide, methane, and chlorofluorocarbons (CFCs). A gas that causes the atmosphere to trap heat radiating from the earth. The most common GHG is Carbon Dioxide, though Methane and others have this effect as well.

GRC – General Rate Case – Proceedings used to address the costs of operating and maintaining the utility system and the allocation of those costs among customer classes. For California's three large IOUs, the GRCs are parsed into two phases. Phase I of a GRC determines the total amount the utility is authorized to collect, while Phase II determines the share of the cost each customer class is responsible and the rate schedules for each class. Each large electric utility files a GRC application every three years for review by the Public Advocates Office and interested parties and approval by the CPUC.

GWh – Gigawatt-hour - The unit of energy equal to that expended in one hour at a rate of one billion watts. One GWh equals 1,000 megawatt-hours.

IEP – Independent Energy Producers – California's oldest and leading nonprofit trade association, representing the interest of developers and operators of independent energy facilities and independent power marketers.

IOU – Investor Owned Utility – A private electricity and natural gas provider.

IRP – Integrated Resource Plan – A plan which outlines an electric utility's resource needs in order to meet expected electricity demand long-term.

kW – Kilowatt – Measure of power where power (watts) = voltage (volts) x amperage (amps) and 1 kW = 1000 watts

kWh – Kilowatt-hour – This is a measure of consumption. It is the amount of electricity that is used over some period of time, typically a one-month period for billing purposes. Customers are charged a rate per kWh of electricity used.

LCFS – Low Carbon Fuel Standard – A CARB program designed to encourage the use of cleaner low-carbon fuels in California, encourage the production of those fuels, and therefore, reduce greenhouse gas emissions.

LCR – Local (RA) Capacity Requirements – The amount of Resource Adequacy capacity required to be demonstrated in a specific location or zone.

LMP – Locational Marginal Price – Each generator unit and load pocket is assigned a node in the CAISO optimization model. The model will assign a LMP to the node in both the day- ahead and real time market as it balances the system using the least cost. The LMP is comprised of three components: the marginal cost of energy, congestion and losses. The LMP is used to financially settle transactions in the CAISO.

Load - An end use device or customer that receives power from an energy delivery system. Load should not be confused with Demand, which is the measure of power that a load receives or requires. See Demand.

LSE – Load-serving Entity – Entities that have been granted authority by state, local law or regulation to serve their own load directly through wholesale energy purchases and have chosen to exercise that authority.

MMT – Million Metric Tonnes – Common unit of measurement in regulatory and policy space for California's GHG emissions.

NEM – Net Energy Metering – A program in which solar customers receive credit for excess electricity generated by solar panels.

NERC – Noth American Electric Reliability Corporation – Non-profit regulatory authority whose mission is to assure the reliability and security of the grid.

NRDC – Natural Resources Defense Council

OIR – Order Instituting Rulemaking - A procedural document that is issued by the CPUC to start a formal proceeding. A draft OIR is issued for comment by interested parties and made final by vote of the five Commissioners of the CPUC.

MW – Megawatt – measure of power. A megawatt equals 1,000 kilowatts or 1 million watts.

MWh – Megawatt-hour – measure of energy

NP-15 – North Path 15 – NP-15 is a CAISO pricing zone usually used to approximate wholesale electricity prices in northern California in PG&E's service territory.

PCC1 – RPS Portfolio Content Category 1 – Bundled renewables where the energy and REC are dynamically scheduled into a California Balancing Authority (CBA) such as the CAISO. Also known as "in-state" renewables

PCC2 – RPS Portfolio Content Category 2 – Bundled renewables where the energy and REC are from out-of-state and not dynamically scheduled to a CBA.

PCC3 – RPS Portfolio Content Category 3 – Unbundled REC

PCIA or "exit fee" - Power Charge Indifference Adjustment (PCIA) is an "exit fee" based on stranded costs of utility generation set by the California Public Utilities Commission. It is calculated annually and assessed to customers of CCAs and paid to the IOU that lost those customers as a result of the formation of a CCA.

PCL – Power Content Label – A user-friendly way of displaying information to California consumers about the energy resources used to generate the electricity they sell, as required by AB 162 (Statue of 2009) and Senate Bill

1305 (Statutes of 1997).

PD – Proposed Decision – A procedural document in a CPUC Rulemaking process that is formally commented on by Parties to the proceeding. A PD is a precursor to a final Decision voted on by the five Commissioners of the CPUC.

Pnode – Pricing Node – In the CAISO optimization model, it is a point where a physical injection or withdrawal of energy is modeled and for which a LMP is calculated.

PPA – Power Purchase Agreement – A contract used to purchase the energy, capacity and attributes from a renewable resource project.

PRM – Planning Reserve Margin – Additional level of procurement required in the RA program above the expected peak requirement to account for variability in supply (e.g. plant outages) and demand (e.g. extreme weather). Currently set at 15%.

PSPS – Public Safety Power Shutoff – An event in which the IOUs purposely turn off segments of the grid due to high risk of ignition and wildfires.

RA – Resource Adequacy - Under its Resource Adequacy (RA) program, the California Public Utilities Commission (CPUC) requires load-serving entities—both independently owned utilities and electric service providers—to demonstrate in both monthly and annual filings that they have purchased capacity commitments to contribute their share of system reliability. Today LSEs must procure no less than 115% of the peak hour load. In 2023 and 2024, this will increase to 116% and 117% respectively. Beginning in 2025 a new RA program will be implemented requiring LSEs show capacity to meet their hourly reliability needs, the "PRM" adder is still undetermined.

RE – Renewable Energy - Energy from a source that is not depleted when used, such as wind or solar power.

REC - Renewable Energy Certificate - A REC is the property right to the environmental benefits associated with generating renewable electricity. For instance, homeowners who generate solar electricity are credited with 1 solar REC for every MWh of electricity they produce. Utilities obligated to fulfill an RPS requirement can purchase these RECs on the open market.

RPS - Renewable Portfolio Standard - Law that requires CA utilities and other load serving entities (including CCAs) to provide an escalating percentage of CA qualified renewable power (culminating at 33% by 2020) in their annual energy portfolio.

SCE – Southern California Edison

SDG&E – San Diego Gas & Electric

SGIP – Self-Generation Incentive Program – A program which provides incentives to support existing, new, and emerging distributed energy resources (storage, wind turbines, waste heat to power technologies, etc.)

TCR EPS Protocol – The Climate Registry Electric Power Sector Protocol – Online tools and resources provided by The Climate Registry to assist organizations to measure, report, and reduce carbon emissions.

Time-of-Use (TOU) Rates — The pricing of delivered electricity based on the estimated cost of electricity during a particular time-block. Time-of-use rates are usually divided into three or four time-blocks per 24 hour period (on-peak, midpeak, off-peak and sometimes super off-peak) and by seasons of the year (summer and winter). Real time pricing differs from TOU rates in that it is based on actual (as opposed to forecasted) prices that may fluctuate many times a day and are weather sensitive, rather than varying with a fixed schedule.

TURN – The Utility Reform Network - A ratepayer advocacy group charged with ensuring that California IOUs implement just and reasonable rates.

Unbundled RECs - Renewable energy certificates that verify a purchase of a MWH unit of renewable power where the actual power and the certificate are "unbundled" and sold to different buyers.

VPP – Virtual Power Plant – A cloud-based energy supply made up of a collection of an aggregation of distributed energy resources (DERs), such as smart EV chargers, smart thermostats, building energy management systems, battery storage systems, solar PV and smart inverters.

WECC – Western Electricity Coordinating Council - WECC promotes bulk power system reliability and security in the Western Interconnection, which covers most of the western United States. WECC is the Regional Entity responsible for compliance, monitoring and enforcement and oversees reliability planning and assessments.

Silicon Valley Clean Energy Authority
Board of Directors Meeting
Wednesday, December 14, 2022
7:00 pm

Cupertino Community Hall
10350 Torre Avenue
Cupertino, CA

Pursuant to State of California Gov't Code Section 54953 (e) the meeting was conducted via teleconference with an option for members of the Board of Directors and staff to participate in person.

DRAFT MEETING MINUTES

Call to Order:
Chair Gibbons called the Regular Meeting to order at 7:06 p.m.

Roll Call
Present:
Liz Gibbons (Chair), Campbell
George Tyson (Vice Chair), Los Altos Hills
Hung Wei, Cupertino
Rebeca Armendariz, Gilroy
Neysa Fligor, Los Altos
Rob Rennie, Los Gatos
Evelyn Chua, Milpitas
Bryan Mekechuk, Monte Sereno
Margaret Abe-Koga, Mountain View
Tina Walia, Saratoga
Larry Klein, Sunnyvale
Otto Lee, Santa Clara County

Absent:
Yvonne Martinez Beltran, Morgan Hill

Chair Gibbons, Vice Chair Tyson, Director Abe-Koga, Director Klein, Director Mekechuk, Director Lee, Director Rennie and Director Walia attended in person; all other Directors attended via teleconference.

Chair Gibbons announced Item 7) Hybridization of Gas Peaking Fleet would not be addressed and would be heard at a future meeting, and a Closed Session would be heard following Item 8) New Construction Reach Code Update.

Adoption of Resolutions Commending Director Gibbons, Ellahie, Fligor, and Willey, and Alternate Directors Larsson and Sayoc for Their Dedicated Service to SVCE

Vice Chair Tyson led the item. A video was shown acknowledging and thanking SVCE's outgoing 2022 board directors.

Vice Chair Tyson presented resolutions to Alternate Director Larsson, Director Ellahie, Chair Gibbons and

Director Fligor; all reflected on their time serving on SVCE's Board of Directors and thanked fellow directors and staff.

MOTION: Alternate Director Mekechuk moved and Director Lee seconded the motion to adopt Resolutions 2022-31, 2022-32, 2022-33, 2022-34, 2022-35, 2022-36 commending Director Gibbons, Ellahie, Fligor, and Willey, and Alternate Directors Larsson and Sayoc for their dedicated service to SVCE.

Directors Walia, Abe-Koga, Rennie, Lee, Chua, and Alternate Director Wei provided comments and thanked outgoing board members.

Vice Chair Tyson opened Public Comment.
No speakers.
Vice Chair Tyson closed Public Comment.

The motion carried unanimously with Director Martinez Beltran absent.

Chair Gibbons proceeded to preside over the remainder of the meeting.

Public Comment on Matters Not Listed on the Agenda
No speakers.

Consent Calendar

There were no questions or comments from the Board; there were no requests from the public to speak on any matter on the Consent Calendar.

1a) Approve Minutes of the November 9, 2022, Board of Directors Meeting
1b) Receive October 2022 Treasurer Report
1c) Adopt Resolution Authorizing Public Meetings to Continue to Be Held Via Teleconferencing Pursuant to Government Code Section 54953(e) and Making Findings
1d) Adopt Resolution Establishing SVCE E-ELEC ("Electric Home") Generation Rate for Residential Customers, to Correspond with New PG&E Rate
1e) Acknowledge Additional Meeting Expenses with Pisenti & Brinker, LLP for Past Financial Audits
1f) Executive Committee Report
1g) Closing Report of the 2022 Ad Hoc Committee of the Board to Address Legislative and Regulatory Response to Industry Transition
1h) California Community Power Report
1i) Additional Committee Reports

MOTION: Director Rennie moved and Director Abe-Koga seconded the motion to approve the Consent Calendar, Items 1a through 1i.

The motion carried unanimously by verbal roll call vote with Director Martinez Beltran absent.

Regular Calendar

2) CEO Report (Discussion)

CEO Girish Balachandran introduced new Decarbonization Data Engineer, Sangeetha Kumar, who provided brief welcome comments.

3) Approve 2023 Legislative Policy Platform and Identify Focus Areas for the 2023 Legislative Ad Hoc Committee (Action)

Bena Chang, Senior Manager of Government Affairs, provided a presentation on SVCE's 2023 legislative policy platform and creation of the ad hoc committee of the Board to address legislative response to industry transition ("Leg Ad Hoc Committee"). The presentation included a review of the 2022 legislative year and 2023 forecast, the proposed 2023 draft legislative policy platform and top policy areas, and the purpose for the request to establish a legislative ad hoc committee.

Senior Manager of Government Affairs Chang responded to questions and comments from board members.

Chair Gibbons opened Public Comment.
No speakers.
Chair Gibbons closed Public Comment.

MOTION: Director Rennie moved and Director Lee seconded the motion to approve SVCE's 2023 Policy Platform and create the 2023 Legislative Ad Hoc Committee.

The motion carried unanimously with Director Martinez Beltran absent.

4) Adopt Resolution to Increase SVCE's Generation Rate Discount, and Dedicate Funding for an Electrification Discount Rate and Multifamily Direct-Install Program (Action)

Don Bray, Director of Strategic Development, Adam Selvin, Director of Energy Services and Community Relations, and Peter Mustacich, Energy Services Lead, provided a presentation with a request to increase SVCE's generation rate discount to 4% and authorize the CEO to allocate $19M to fund an electrification discount and expansion of the low-income multifamily direct-install program.

Staff presented information on updated financial projections, the new electrification rate discount, 2023 discount options, expansion of the multifamily direct-install program to address the electrification gap for renters by including electric heating retrofits, and allocating available funds between the new electrification discount and the expanded multifamily direct-install program.

Staff responded to board member questions regarding the forecasted budget projections, multiunit properties with Homeowner Associations and how that may impact the electric heating retrofits, budgeted amount for the electrification discount, clarification that the request includes that approved funds can be shifted between the electrification discount and multifamily direct-install program if needed, multifamily unit projections and budget, projected discount for the average consumer, messaging to customers regarding new rates in 2023, how the funds are allocated for the multifamily direct-install program, a request to factor in the different communities of our member agencies and identify sums for each city, and prioritization for affordable housing.

Chair Gibbons opened Public Comment.

Bruce Karney, Mountain View Resident and Chair of Carbon Free Mountain View, requested the board approve Option 1 of the staff presentation, providing a 2% discount to customers, to leave more money for programs to bend the carbon curve. Mr. Karney noted he would like to see the data of how much the carbon curve is bending in SVCE territory, and requested clarification if the discount rate would apply to commercial customers or only residential customers.

Chair Gibbons closed Public Comment.

Director of Strategic Development Bray noted the discount applied to commercial and residential customers.

Chair Gibbons noted the Executive Committee discussed some of Mr. Karney's concerns, and the consensus was to balance how to best use the funds.

Directors provided comments on the various alternatives presented by staff.

MOTION: Director Mekechuk moved and Director Lee seconded the motion to Adopt Resolution 2022-39 1) authorizing the CEO to implement SVCE generation rate changes effective January 1, 2023 or within three weeks thereafter, increasing from a 1% to a 4% discount to PG&E's new generation rates, and 2) authorizing the CEO to allocate $19M to fund a) an electrification discount, and b) expansion of the low-income multifamily direct-install program, each at $9.5M but funding flexible between a) and b).

The motion carried unanimously with Director Martinez Beltran absent.

5) Update on Hybrid Meeting Requirements Following Termination of Emergency Order (Discussion)

Kevin Armstrong, Deputy Director of Administrative Services, provided a presentation on hybrid meeting requirements following the termination of Governor Newsom's COVID-19 emergency order on February 28, 2023.

General Counsel Trisha Ortiz provided additional information on AB 2449, an amendment to traditional Brown Act rules which provides an exception under extraordinary circumstances for members to participate in meetings remotely.

Board members provided comments and feedback on the use of AB 2449 for SVCE meetings; General Counsel Ortiz responded to board member questions and provided clarifications.

Chair Gibbons opened Public Comment.
No speakers.
Chair Gibbons closed Public Comment.

Chair Gibbons summarized comments on direction to staff for regular meetings to be conducted under the existing Brown Act, however there is the potential for utilizing AB 2449 on an emergency basis if the requirements are met.

6) SVCE Information Update on 2023 SVCE Board Elections (Discussion)

Board Clerk Andrea Pizano provided a presentation on information for the upcoming Chair, Vice Chair and committee selections.

Chair Gibbons opened Public Comment.
No speakers.
Chair Gibbons closed Public Comment.

7) Hybridization of Gas Peaking Fleet (Presentation)

The item was not heard.

8) New Construction Reach Code Update (Presentation)

Zoe Elizabeth, Deputy Director of Decarbonization Programs and Policy, presented a PowerPoint presentation providing a status update on reach code efforts.

Board members thanked staff for their work and support.

Chair Gibbons opened Public Comment.
No speakers.
Chair Gibbons closed Public Comment.

Board Member Announcements and Future Agenda Items
Director Chua thanked outgoing directors for their service on SVCE's Board.

Alternate Director Mekechuk announced he attended the Rabbitbrush Ribbon Cutting ceremony in Kern County on November 30, 2022 and shared photos from the event.

Public Comment on Closed Session
No speakers.

Closed Session
The Board convened to Closed Session at 9:54 p.m. to discuss the following:

Conference with Legal Counsel – Anticipated Litigation
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (one potential case)

Report from Closed Session

The Board returned from Closed Session at 10:16 p.m.

Chair Gibbons announced there was nothing to report.

Adjourn
Chair Gibbons adjourned the meeting at 10:16 p.m.

ATTEST:

____
Andrea Pizano, Board Secretary

TREASURER REPORT

Fiscal Year to Date
As of November 30, 2022

(Preliminary & Unaudited)

Issue Date: January 11, 2023

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SILICON VALLEY CLEAN ENERGY AUTHORITY
Financial Statement Highlights* ($ in 000's)

Financial Highlights for the month of November 2022:

> SVCE operations resulted in a change in net position of $10.4 million for the month of November and $21 million for fiscal-year-to-date (FYTD).

> Retail GWh sales for the month landed -3.9% below budget.

> FYTD operating margin of $24.5 million or ~35.2% is below budget expectations of 38.8% operating margin for the fiscal year to date.

> FYTD Power Supply costs are 4.9% above budget.

> SVCE is investing ~93.8% of available funds generating FYTD interest income of $203 thousand.

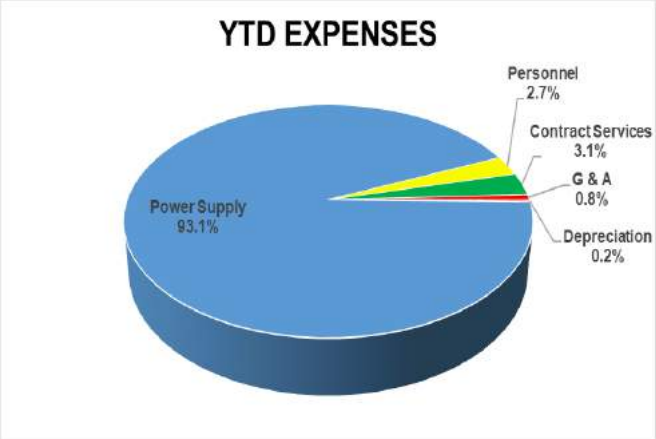
Change in Net Position	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Total	Budget
Actual	10,608	10,380	-	-	-	-	-	-	-	-	-	-	20,988	115,441

Power Supply Costs	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Total	Budget
Energy & REC's	18,322	15,903											34,225	
Wholesale Sales	(976)	(300)											(1,275)	
Capacity	4,101	4,063											8,164	
CAISO Charges	(538)	3,364											2,826	
NEM Expense	204	(150)											54	
Charge/Credit (IST/Net Rev)	2,104	(1,060)											1,044	
Net Power Costs	23,218	21,819	-	-	-	-	-	-	-	-	-	-	45,038	325,296

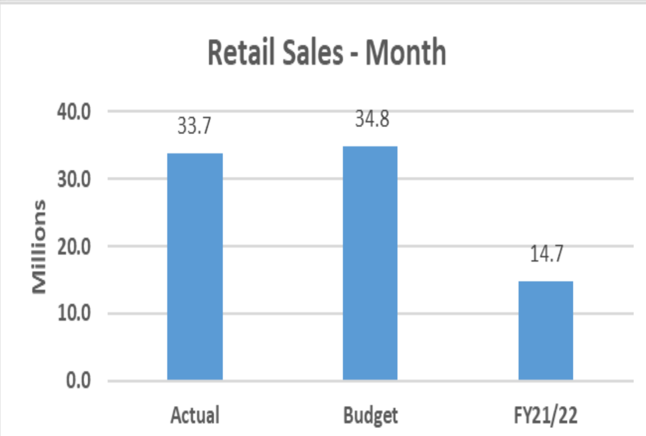
Other	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Total	Budget
Capital Expenditures	34	-											34	200
Energy Programs	73	182											255	15,007

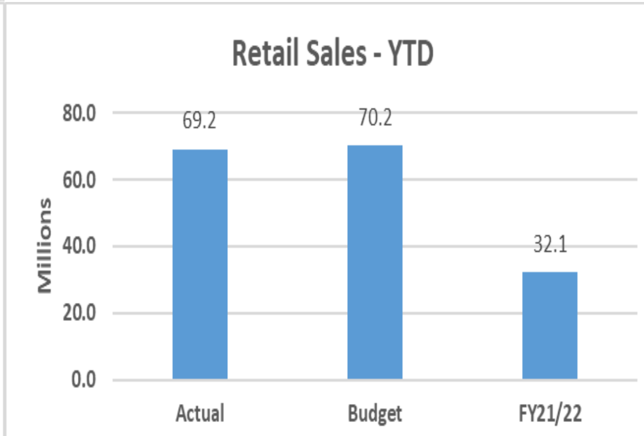
Load Statistics - GWh	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Total	Budget
Retail Sales Actual	299	296											595	
Retail Sales Budget	315	308	331	336	295	309	290	313	340	358	369	342	3,907	3,907

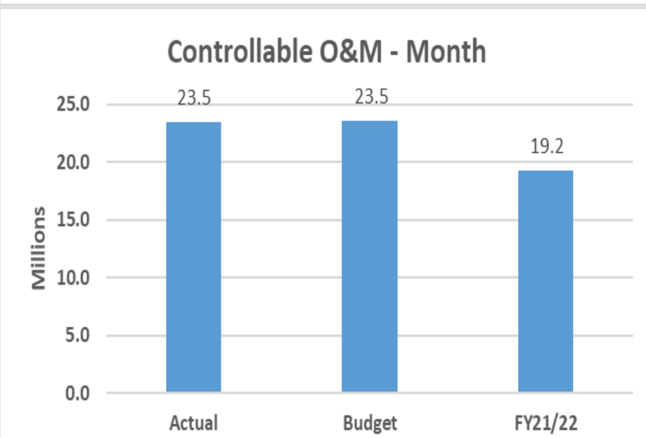
** The financial results in this report are preliminary and subject to change pending closing of the books for the fiscal year. Any potential changes are not expected to be significant.*

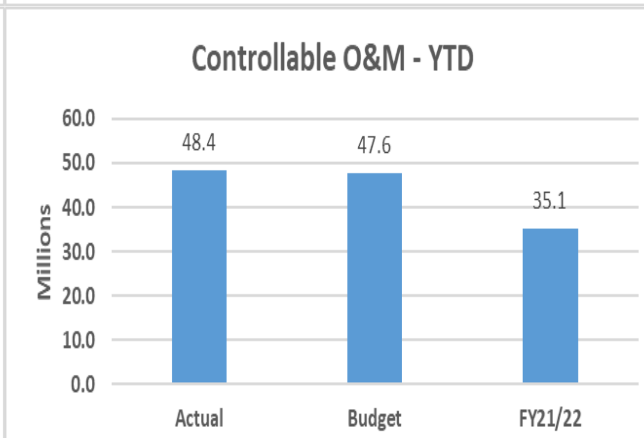


Other Statistics and Ratios	
Working Capital	$239,707,863
Current Ratio	5.8
Operating Margin	34.9%
Expense Coverage Days	220
Long-Term Debt	$0
Total Accounts	277,867
Opt-Out Accounts (Month)	62
Opt-Out Accounts (FYTD)	136
Opt-Up Accounts (Month)	4
Opt-Up Accounts (FYTD)	1









SILICON VALLEY CLEAN ENERGY AUTHORITY

STATEMENT OF NET POSITION
As of November 30, 2022

ASSETS

Current Assets	
Cash & Cash Equivalents	$ 221,347,595
Accounts Receivable, net of allowance	34,809,904
Accrued Revenue	22,565,908
Other Receivables	427,509
Prepaid Expenses	1,627,218
Deposits	8,817,608
Restricted cash	162,159
Total Current Assets	**289,757,901**
Noncurrent assets	
Capital assets, net of depreciation	370,839
Lease asset, net of amortization	1,243,875
Deposits	45,630
Total Noncurrent Assets	**1,660,344**
Total Assets	**291,418,245**

LIABILITIES

Current Liabilities	
Accounts Payable	1,237,134
Accrued Cost of Electricity	34,356,274
Other accrued liabilities	1,269,997
User Taxes and Energy Surcharges due to other gov'ts	1,137,347
Supplier securit deposits	11,400,000
Lease liability	487,127
Total Current Liabilities	**49,887,879**
Noncurrent Liabilities	
Supplier security deposits	7,031,250
Lease liability	827,853
Total noncurrent liabilities	7,859,103
Total Liabilities	57,746,982

NET POSITION

Net investment in capital assets	370,839
Restricted for security collateral	162,159
Unrestricted (deficit)	233,138,265
Total Net Position	**$ 233,671,263**

SILICON VALLEY CLEAN ENERGY AUTHORITY

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
October 1, 2022 through November 30, 2022

OPERATING REVENUES	
Electricity Sales, Net	$ 68,879,683
GreenPrime electricity premium	256,719
Other income	17,505
TOTAL OPERATING REVENUES	**69,153,907**
OPERATING EXPENSES	
Cost of Electricity	45,037,871
Contract services	1,513,185
Staff compensation and benefits	1,329,755
General & Administrative	382,377
Depreciation	101,020
TOTAL OPERATING EXPENSES	**48,364,208**
OPERATING INCOME(LOSS)	**20,789,699**
NONOPERATING REVENUES (EXPENSES)	
Interest Income	202,829
Financing costs	(4,787)
TOTAL NONOPERATING REVENUES (EXPENSES)	**198,042**
CHANGE IN NET POSITION	20,987,741
Net Position at beginning of period	212,683,522
Net Position at end of period	**$ 233,671,263**

SILICON VALLEY CLEAN ENERGY AUTHORITY

STATEMENT OF CASH FLOWS
October 1, 2022 through November 30, 2022

CASH FLOWS FROM OPERATING ACTIVITIES	
Receipts from customers	$ 94,143,922
Other operating receipts	11,813,845
Payments to suppliers for electricity	(47,224,963)
Payments for other goods and services	(2,275,097)
Payments for staff compensation and benefits	(1,184,627)
Tax and surcharge payments to other governments	(1,768,065)
Net cash provided (used) by operating activities	**53,505,015**
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES	
Acquisition of capital assets	(33,863)
CASH FLOWS FROM INVESTING ACTIVITIES	
Interest income received	202,829
Net change in cash and cash equivalents	53,673,981
Cash and cash equivalents at beginning of year	167,835,773
Cash and cash equivalents at end of period	**$ 221,509,754**
Reconciliation to the Statement of Net Position	
Cash and cash equivalents (unrestricted)	$ 221,347,595
Restricted cash	162,159
Cash and cash equivalents	**$ 221,509,754**

SILICON VALLEY CLEAN ENERGY AUTHORITY

STATEMENT OF CASH FLOWS (Continued)
October 1, 2022 through November 30, 2022

RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES

Operating Income (loss)	$ 20,789,699
Adjustments to reconcile operating income to net cash provided (used) by operating activities	
Depreciation expense	101,020
(Increase) decrease in net accounts receivable	20,853,317
(Increase) decrease in other receivables	(345,795)
(Increase) decrease in accrued revenue	2,942,790
(Increase) decrease in prepaid expenses	(649,290)
(Increase) decrease in current deposits	11,747,214
Increase (decrease) in accounts payable	229,326
Increase (decrease) in accrued cost of electricity	(3,245,957)
Increase (decrease) in accrued liabilities	91,972
Increase (decrease) in energy settlements payable	1,547,369
Increase (decrease) in taxes and surcharges due to other governments	(556,650)
Net cash provided (used) by operating activities	**$ 53,505,015**

SILICON VALLEY CLEAN ENERGY AUTHORITY
BUDGETARY COMPARISON SCHEDULE
October 1, 2022 through November 30, 2022

OPERATING REVENUES	FYTD Actual	FYTD Budget	Variance $	Variance %	FY 2022-23 Budget	FY 2022-23 Remaining Budge
Energy Sales	$69,234,721	$70,011,784	-$777,063	-1%	$482,930,000	$413,695,279
Green Prime Premium	256,719	154,932	101,787	66%	931,000	674,281
TOTAL OPERATING REVENUES	**69,491,440**	**70,166,716**	**(675,276)**	**-1%**	**483,861,000**	**414,369,560**
ENERGY EXPENSES						
Power Supply	45,037,871	42,940,747	2,097,124	4.9%	325,296,000	280,258,129
Operating Margin	**24,453,569**	**27,225,969**	**(2,772,400)**	**-10%**	**158,565,000**	
OPERATING EXPENSES						
Data Management	531,540	568,750	(37,210)	-7%	3,413,000	2,881,460
PG&E Fees	196,221	245,000	(48,779)	-20%	1,470,000	1,273,779
Salaries & Benefits	1,329,755	2,004,069	(674,314)	-34%	12,024,000	10,694,245
Professional Services	469,224	1,323,938	(854,714)	-65%	8,016,000	7,546,776
Marketing & Promotions	64,152	151,232	(87,080)	-58%	862,000	797,848
Notifications	33,836	21,875	11,961	55%	131,000	97,164
Lease	84,318	87,500	(3,182)	-4%	525,000	440,682
General & Administrative	345,509	225,523	119,986	53%	1,857,000	1,511,491
TOTAL OPERATING EXPENSES	**3,054,555**	**4,627,887**	**(1,573,332)**	**-34%**	**28,298,000**	**25,243,445**
OPERATING INCOME/(LOSS)	**21,399,014**	**22,598,082**	**(1,199,068)**	**-5%**	**130,267,000**	**108,867,986**
NON-OPERATING REVENUES						
Other Income	17,505	8,333	9,172	110%	50,000	32,495
Investment Income	202,829	82,979	119,850	144%	592,000	389,171
TOTAL NON-OPERATING REVENUES	**220,334**	**91,312**	**129,022**	**141%**	**642,000**	**421,666**
NON-OPERATING EXPENSES						
Financing	-	500	(500)	-100%	3,000	3,000
CAPITAL EXPENDITURES, TRANSFERS, & OTHER						
Capital Outlay	33,863	33,333	530	2%	200,000	166,137
Transfer to Programs Fund	9,765,000	9,765,000	-	0%	9,765,000	-
Nuclear Allocation	1,900,000	1,900,000	-	0%	1,900,000	-
Customer Bill Relief	355,038	600,000	(244,962)	-41%	3,600,000	3,244,962
TOTAL OTHER USES	**12,053,901**	**12,298,333**	**(244,432)**	**-2%**	**15,465,000**	**3,411,099**
NET INCREASE(DECREASE) IN AVAILABLE FUND BALANCE	**$9,565,447**	**$10,390,561**	**-$825,114**	**-8%**	**$115,441,000**	

SILICON VALLEY CLEAN ENERGY AUTHORITY
PROGRAM FUND
BUDGETARY COMPARISON SCHEDULE
October 1, 2022 through November 30, 2022

REVENUE & OTHER SOURCES:	BUDGET	ACTUAL	ADOPTED BUDGET REMAINING	ACTUAL/ ADOPTED BUDGET
Transfer from Operating Fund	$ 11,665,000	$ 11,665,000	$ -	100.0%
EXPENDITURES & OTHER USES:				
Program expenditures	15,007,082	254,712	14,752,370	1.7%
Net increase (decrease) in fund balance	**$ (3,342,082)**	**$11,410,288**		
Fund balance at beginning of period		28,536,229		
Fund balance at end of period		$39,946,517		

CUSTOMER RELIEF & COMMUNITY RESILIENCY FUND
BUDGETARY COMPARISON SCHEDULE
October 1, 2022 through November 30, 2022

REVENUE & OTHER SOURCES:	BUDGET	ACTUAL	ADOPTED BUDGET REMAINING	ACTUAL/ ADOPTED BUDGET
Transfer from Operating Fund *	$ -	$ -	$ -	
EXPENDITURES & OTHER USES:				
Program expenditures *	3,119,875	-	3,119,875	
Net increase (decrease) in fund balance	**$ (3,119,875)**	**0**		
Fund balance at beginning of period		7,982,993		
Fund balance at end of period		$7,982,993		

SILICON VALLEY CLEAN ENERGY AUTHORITY

OPERATING FUND
BUDGET RECONCILIATION TO STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
October 1, 2022 through November 30, 2022

Net Increase (decrease) in available fund balance per budgetary comparison schedule	$	9,565,447
Adjustments needed to reconcile to the changes in net position in the Statement of Revenues, Expenses and Changes in Net Position		
Subtract depreciation expense		(101,020)
Subract program expense not in operating budget		(254,712)
Add back GASB 87 expenses not in operating budget		79,163
Add back transfer to Program fund		11,665,000
Add back capital asset acquisition		33,863
Change in Net Position		**20,987,741**

SILICON VALLEY CLEAN ENERGY AUTHORITY
STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION
October 1, 2022 through November 30, 2022

	October	November	December	January	February	March	April	May	June	July	August	September	YTD
OPERATING REVENUES													
Electricity sales, net	$ 35,283,024	$ 33,596,659											$ 68,879,683
Green electricity premium	$ 133,572	$ 123,147											256,719
Other Income	$ 2,250	$ 15,255											17,505
Total operating revenues	35,418,846	33,735,061	-	-	-	-	-	-	-	-	-	-	69,153,907
OPERATING EXPENSES													
Cost of electricity	23,218,378	21,819,493											45,037,871
Staff compensation and benefits	656,536	673,219											1,329,755
Data manager	265,853	265,687											531,540
Service fees - PG&E	98,200	98,021											196,221
Consultants and other professional fees	410,507	374,917											785,424
General and administration	200,337	182,040											382,377
Depreciation	50,510	50,510											101,020
Total operating expenses	24,900,321	23,463,887	-	-	-	-	-	-	-	-	-	-	48,364,208
Operating income (loss)	10,518,525	10,271,174	-	-	-	-	-	-	-	-	-	-	20,789,699
NONOPERATING REVENUES (EXPENSES)													
Interest income	91,459	111,370	-	-	-	-	-	-	-	-	-	-	202,829
Financing costs	(2,428)	(2,359)	-	-	-	-	-	-	-	-	-	-	(4,787)
Total nonoperating revenues (expenses)	89,031	109,011	-	-	-	-	-	-	-	-	-	-	198,042
CHANGE IN NET POSITION	**$ 10,607,556**	**$ 10,380,185**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 20,987,741**

SILICON VALLEY CLEAN ENERGY AUTHORITY
INVESTMENTS SUMMARY
October 1, 2022 through November 30, 2022

Return on Investments	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	YTD Total
	$91,459	$111,370	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$202,829

Portfolio Invested

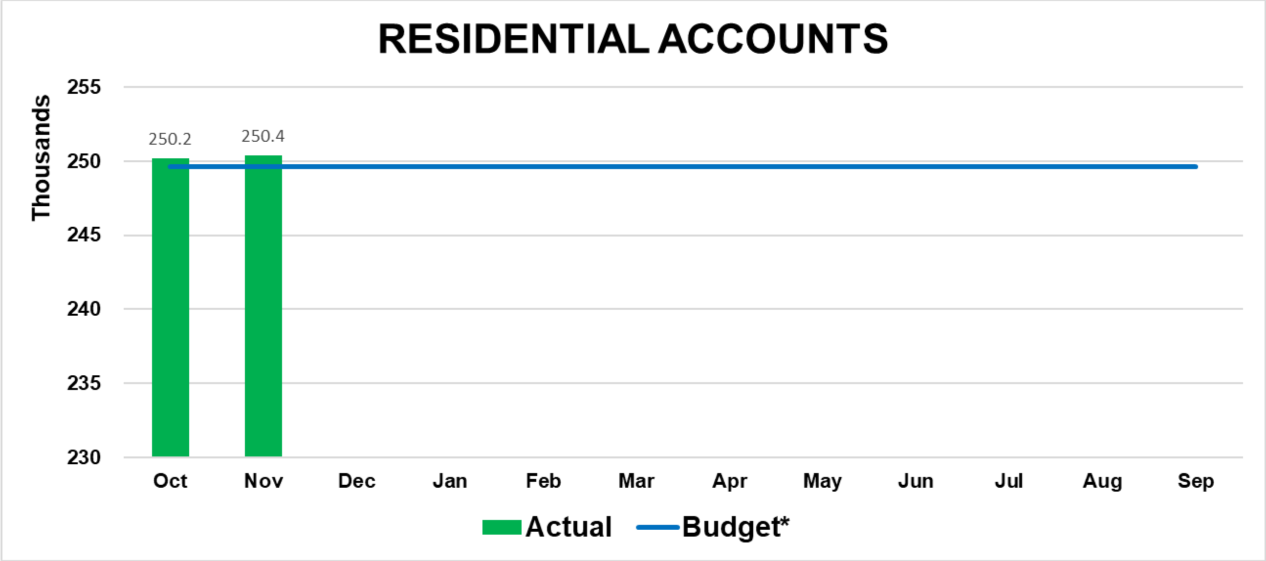
	Oct	Nov
*Average daily portfolio available to invest**	172,316,490	194,339,856
Average daily portfolio invested	159,489,912	182,240,450
% of average daily portfolio invested	92.6%	93.8%

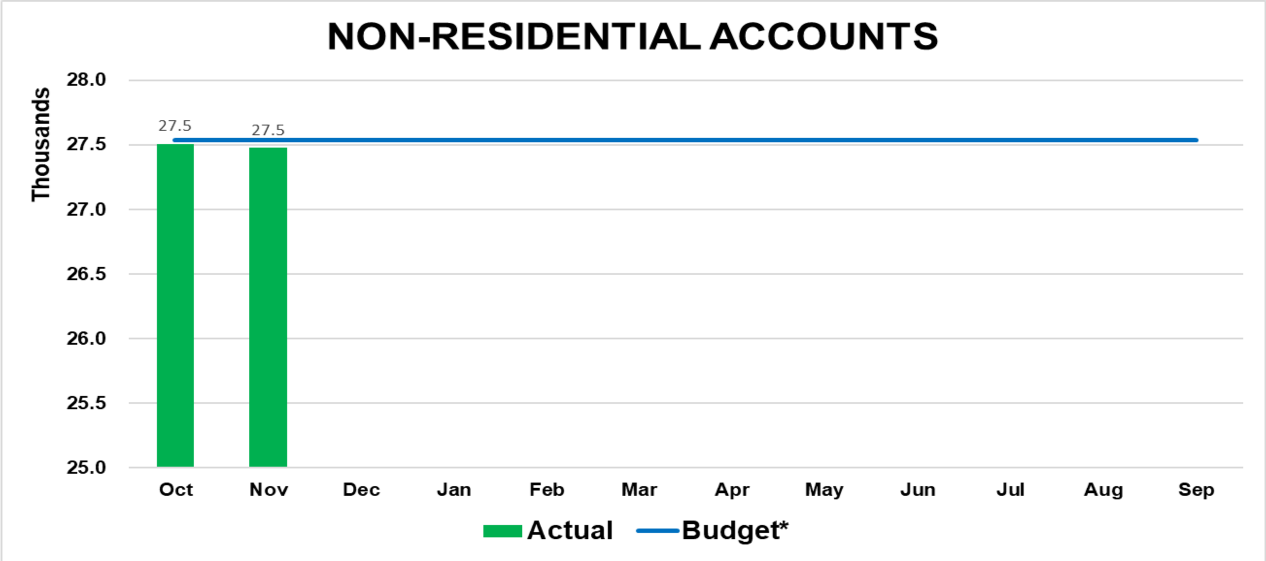
Detail of Portfolio

	Opening Rate	Current Rate	Carrying Value	Interest Earned
Money Market - River City Bank	1.26%	0.58%	$205,159,899	$86,116

* Note: Balance available to invest does not include lockbox funds.

CUSTOMER ACCOUNTS

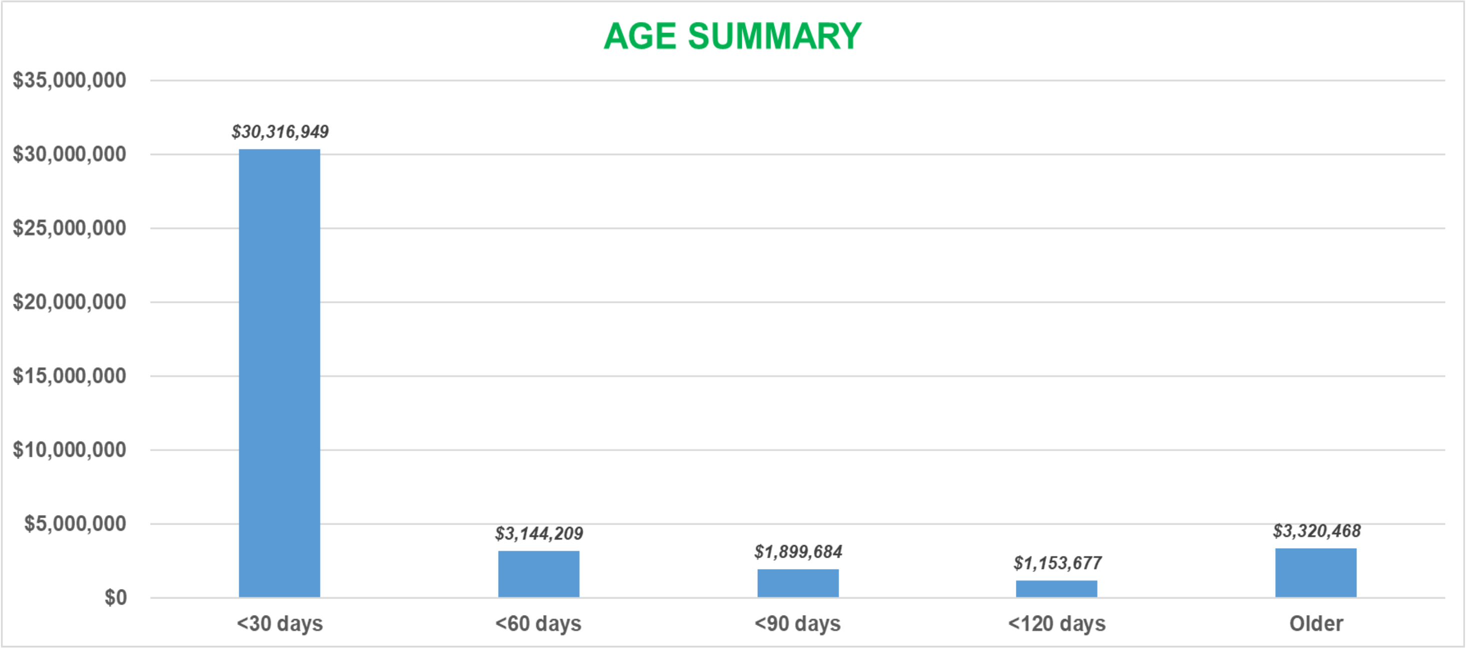




SILICON VALLEY CLEAN ENERGY AUTHORITY
ACCOUNTS RECEIVABLE AGING REPORT

	October	November	December	January	February	March	April	May	June	July	August	September
0 to 30 days	77.4%	76.1%										
31 to 60 days	7.6%	7.9%										
61 to 90 days	4.6%	4.8%										
91 to 120 days	3.4%	2.9%										
Over 120 days	7.0%	8.3%										

Accounts Receivable Days
30 Days
$39,834,987
TOTAL DUE
Bad Debt % (*Budget*)
1%



SILICON VALLEY CLEAN ENERGY

Staff Report – Item 1c

Item 1c:	**Adopt Resolution Authorizing Public Meetings to Continue to Be Held Via Teleconferencing Pursuant to Government Code Section 54953(e) and Making Findings**
From:	Trisha Ortiz, General Counsel
Prepared by:	Trisha Ortiz, General Counsel
Date:	1/11/2023

RECOMMENDATION

To continue meetings to be held via teleconferencing pursuant to Government Code Section 54953(e), adopt the attached Resolution 2023-01 making the findings required by Section 54953(e)(3).

BACKGROUND

Pursuant to Government Code Section 54953(b)(3) legislative bodies may meet by "teleconference" only if the agenda lists each location a member remotely accesses a meeting from, the agenda is posted at all remote locations, and the public may access any of the remote locations. Additionally, a quorum of the legislative body must be within the legislative body's jurisdiction.

Due to the COVID-19 pandemic, the Governor issued Executive Order N-29-20, suspending certain sections of the Brown Act. Pursuant to the Executive Order, legislative bodies no longer needed to list the location of each remote attendee, post agendas at each remote location, or allow the public to access each location. Further, a quorum of the legislative body does not need to be within the legislative body's jurisdiction. After several extensions, Executive Order N-29-20 expired on September 30, 2021.

On September 16, 2021 Governor Newsom signed AB 361, new legislation that amends the Brown Act to allow local agencies to meet remotely during Governor declared emergencies under certain conditions. AB 361 authorizes local agencies to continue meeting remotely without following the Brown Act's standard teleconferencing provisions if the meeting is held during a state of emergency proclaimed by the Governor and either of the following applies: (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the agency has already determined or is determining whether, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

Due to the rise in COVID-19 cases caused by the Delta Variant, on September 21, 2021, the Santa Clara County Health Officer issued a recommendation that public bodies meet remotely due to the increased protection provided by social distancing. The Health Officer cited "unique characteristics" of government meetings that lead to increased risk of transmission, including the gathering of people from across communities, the need for everybody to participate (including those who are immunocompromised or unvaccinated), and difficulty ensuring compliance with vaccination and safety recommendations. In addition, the Health Officer has described the new Omicron variant as significantly more transmissible than prior variants of the virus.

On October 13, 2021, the Board adopted its Resolution 2021-23 to authorize public meetings to be held via teleconferencing pursuant to Government Code section 54953(e).

Within thirty days after the first teleconferenced meeting held under AB 361, and every thirty days thereafter, in order to continue meeting by teleconference, the local agency's legislative body must find that it has reconsidered the circumstances of the state of emergency and that either: (1) The state of emergency continues to directly impact the ability of the members to meet safely in person; or (2) State or local officials continue to impose or recommend measures to promote social distancing.

The list below identifies the board meeting dates and corresponding resolutions authorizing public meetings to continue to be held via teleconferencing pursuant to Government Code Section 54953(e) and directing staff to return with a resolution to make the findings necessary to continue meeting pursuant to Government Code section 54953(e):

November 10, 2021: 2021-26;
December 8, 2021: 2021-27;
January 12, 2022: 2022-02;
February 9, 2022: 2022-03;
March 9, 2022: 2022-07;
April 13, 2022: 2022-11;
May 11, 2022: 2022-13;
June 8, 2022: 2022-14, and
August 10, 2022: 2022-18;
September 14, 2022: 2022-19;
October 12, 2022: 2022-22;
November 9, 2022: 2022-27; and
December 14, 2022: 2022-37.

STRATEGIC PLAN

SVCE's Board-adopted Strategic Plan identifies engaging the public as a goal of SVCE and remote meetings will better engage the public as long as COVID-19 is a threat to public health.

FISCAL IMPACT

Continuing to conduct remote public Board of Directors and Standing Committee meetings will not increase the cost of meetings.

ANALYSIS & DISCUSSION

The attached Resolution makes the periodic findings necessary to continue holding meetings under Government Code Section 54953(e). Specifically, the attached Resolution makes findings that the Board has reconsidered the circumstances of the COVID-19 state of emergency and that local officials continue to recommend measures to promote social distancing. As required by Government Code Section 54953(e)(3), the resolution makes the findings and provides that the findings will cover the period of time until the next regular meeting of the Board. The resolution applies to both the Board of Directors and its Committees.

Staff will continue to monitor the situation and will return to the Board every 30 days or as needed with additional recommendations related to the conduct of public meetings.

ATTACHMENTS

1. Resolution 2023-01 Reconsidering Circumstances Of The COVID-19 State Of Emergency And Making Findings In Connection Therewith To Authorize Public Meetings To Be Held Via Teleconferencing Pursuant To Government Code Section 54953(e)

SILICON VALLEY CLEAN ENERGY AUTHORITY

RESOLUTION NO. 2023-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SILICON VALLEY CLEAN ENERGY AUTHORITY RECONSIDERING CIRCUMSTANCES OF THE COVID-19 STATE OF EMERGENCY AND MAKING FINDINGS IN CONNECTION THEREWITH TO AUTHORIZE PUBLIC MEETINGS TO BE HELD VIA TELECONFERENCING PURSUANT TO GOVERNMENT CODE SECTION 54953(e)

WHEREAS, the Silicon Valley Clean Energy Authority ("Authority") was formed on March 31, 2016 pursuant to a Joint Powers Agreement to study, promote, develop, conduct, operate, and manage energy programs in Santa Clara County; and

WHEREAS, the Board of Directors ("the Board") of Silicon Valley Clean Energy ("SVCE") is committed to public access and participation in its meetings while balancing the need to conduct public meetings in a manner that reduces the likelihood of exposure to COVID-19; and

WHEREAS, all meetings of the Board of Directors and the other legislative bodies of SVCE are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the Board and other legislative bodies conduct their business; and

WHEREAS, pursuant to Assembly Bill 361 legislative bodies of local agencies may hold public meetings via teleconferencing pursuant to Government Code Section 54953(e), without complying with the requirements of Government Code Section 54953(b)(3), if the legislative body complies with certain enumerated requirements in any of the following circumstances:

1. The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
2. The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
3. The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, on March 4, 2020, Governor Newsom declared a State of

Emergency in response to the COVID-19 pandemic (the "Emergency") which remains in effect; and

WHEREAS, the Santa Clara Public Health Officer recommends that public bodies meet remotely to the extent possible, specifically including use of newly enacted AB 361.

WHEREAS, due to the ongoing COVID-19 pandemic and the need to promote social distancing to reduce the likelihood of exposure to COVID-19, the Board determined that meetings of the SVCE legislative bodies may be held via teleconferencing pursuant to Government Code Section 54953(e).

WHEREAS, to continue meeting pursuant to Government Code Section 54953(e), an agency must make periodic findings that: (1) the body has reconsidered the circumstances of the declared emergency; and (2) that any of the following circumstances exist: (a) the state of emergency continues to directly impact the ability of the members to meet safely in person, or (b) state or local officials continue to impose or recommend measures to promote social distancing.

NOW THEREFORE, the Board of Directors of the Silicon Valley Clean Energy Authority does hereby resolve, determine, and order as follows:

Section 1. The Recitals provided above are true and correct and are hereby incorporated by reference.

Section 2. The Board has reconsidered the circumstances of the COVID-19 state of emergency and local officials continue to recommend measures to promote social distancing. As required by Government Code Section 54953(e)(3), the findings made pursuant to this Section 2 shall cover the period of time until the next regular meeting of the Board.

Section 3. The Board and other legislative bodies of SVCE may continue to conduct their meetings pursuant to Government Code section 54953(e).

Section 4. Staff is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution. Such action includes returning to the Board within 30 days and every 30 days thereafter to make the findings required by Section 54953(e)(3).

Section 5. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 11th day of January 2023, by the following vote:

JURISDICTION	NAME	AYE	NO	ABSTAIN	ABSENT
City of Campbell	Director Scozzola				
City of Cupertino	Director Mohan				

City of Gilroy	Director Hilton				
City of Los Altos	Director Meadows				
Town of Los Altos Hills	Director Tyson				
Town of Los Gatos	Director Rennie				
City of Milpitas	Director Chua				
City of Monte Sereno	Director Mekechuk				
City of Morgan Hill	Director Martinez Beltran				
City of Mountain View	Director Abe-Koga				
County of Santa Clara	Director Lee				
City of Saratoga	Director Walia				
City of Sunnyvale	Director Klein				

Chair

ATTEST:

Andrea Pizano, Board Clerk

Staff Report – Item 1d

Item 1d:	**Appoint SVCE Treasurer/Auditor and Board Secretary for 2023**
From:	Girish Balachandran, CEO
Prepared by:	Andrea Pizano, Board Clerk/Executive Assistant
Date:	1/11/2023

RECOMMENDATION
Appoint Amrit Singh, SVCE Chief Financial Officer (CFO) and Director of Administrative Services, as the Board Treasurer/Auditor and Andrea Pizano, SVCE Board Clerk/Executive Assistant, as the Board Secretary for 2023.

BACKGROUND
Pursuant to Section 4.11.3 of the Joint Powers Agreement, the Board shall appoint a qualified person to act as Treasurer and a qualified person to serve as Auditor. The Board may appoint a qualified person to serve as both Treasurer/Auditor. The Treasurer/Auditor acts as the depository of the Authority's funds and has custody of all the money of the Authority. The Treasurer/Auditor reports directly to the Board in the performance of his or her duties as Treasurer/Auditor and must comply with the requirements for treasurers of general law cities. Government Code Section 6505.5 and Section 6 of the Joint Powers Agreement further specifies the duties and obligations of the Treasurer/Auditor.

Pursuant to Section 4.11.2 of the Silicon Valley Clean Energy Authority Joint Powers Agreement, the Board of Directors of the Authority shall appoint a Secretary. The Secretary is responsible for keeping the minutes of all Board meetings (that is, ensuring the minute meetings are completed and retained) and keeping other official records of the Authority. The secretary does not have to be a member of the Board.

The Treasurer/Auditor and Secretary were last appointed in January 2022.

ANALYSIS & DISCUSSION
CFO and Director of Administrative Services Amrit Singh was first appointed to serve as the Treasurer/Auditor in December 2020; he was reappointed in 2021 and 2022. Prior to CFO Singh holding this position, the Director of Finance and Administration served as the Treasurer/Auditor since 2017.

Staff is requesting the board authorize CFO and Director of Administrative Services Singh continue in this role through 2023.

SVCE Board Clerk/Executive Assistant Andrea Pizano has served as the Board Secretary since 2017. Staff recommends that she continue serving in this capacity for 2023.

STRATEGIC PLAN
N/A

ALTERNATIVE
The Board can elect to appoint other individuals for Board Treasurer/Auditor and/or Board Secretary.

FISCAL IMPACT
No fiscal impact as a result of the appointments.

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 1e

Item 1e:	**Authorize the Chief Executive Officer to Execute Amendments to the Project Participation Share Agreements with California Community Power and Participating Community Choice Aggregators Related to Two Long Duration Storage Projects and Two Firm Clean Resource Projects**
From:	Girish Balachandran, CEO
Prepared by:	Monica Padilla, COO and Director of Power Resources Zakary Liske, Senior Manager of Power Operations
Date:	1/11/2023

RECOMMENDATION

Staff recommends that the Board delegate authority to the Chief Executive Officer (CEO) to execute on behalf of Silicon Valley Clean Energy Authority (SVCE) as a member of California Community Power ("CC Power") the following amendments to Project Participation Share Agreements (PPSA), and any necessary ancillary documents for the two Long Duration Storage (LDS) projects and two Firm Clean Resources (FCR) projects between CC Power, participating Community Choice Aggregators (CCAs) and SVCE:

1. Amendment No. 1 to Tumbleweed Energy Storage PPSA– Attachment 1
2. Amendment No. 1 to Goal Line Energy Storage PPSA – Attachment 2
3. Amendment No. 1 to Fish Lake Geothermal PPSA – Attachment 3
4. Amendment No. 1 to ORGP LLP Geothermal Portfolio PPSA– Attachment 4

BACKGROUND

Through the 2020 Integrated Resource Planning (IRP) proceeding, the California Public Utilities Commission (CPUC) had identified the need for additional clean energy resources and capacity including firm and/or baseload clean resources, and storage including longer-duration storage to enable grid integration of a large fleet of intermittent resources to meet California's greenhouse gas emission reduction goals and to replace several natural gas once-through-cooling (OTC) resources and possibly the Diablo Canyon Nuclear Power Plant (DCNPP) slated to retire between 2023 and 2025.

In February 2022, SVCE Board authorized participation in Tumbleweed Energy Storage, the first CC Power approved LDS project resulting from the Joint LDS RFO: Item 5, SVCE Feb. 9, 2022 Board of Directors Meeting.

In March 2022, SVCE Board authorized participation in Goal Line Storage, the second CC Power approved LDS project resulting from the Joint LDS RFP: Item 5, SVCE Mar. 9, 2022 Board of Directors Meeting.

In June 2022, SVCE Board authorized participation in ORGP LLP Geothermal Portfolio and Fish Lake Geothermal projects, the first and second CC Power approved FCR projects resulting from the FCR RFO: Item 4, SVCE Jun. 8, 2022 Board of Directors Meeting.

Subsequent to CC Power and SVCE Board approval of the LDS and FCR projects, the CC Power Board developed a three-year Strategic Business Plan which would help define CC Power's objectives and help to inform CC Power's actions moving forward. The Final Strategic Business Plan was adopted by the CC Power Board in December 2022. The plan makes various recommendations associated with the governance of CC

Power and the responsibilities of the General Manager and CC Power members participating in specific projects ("Project Participants"). Further, the plan recommends CC Power hire a full-time General Manager and transfer many responsibilities from the Project Participants to the General Manager. These changes incorporate comments from Project Participants' staff, including SVCE staff: Item 6B and 6D, CC Power Dec. 14, 2022 Board of Directors Meeting.

ANALYSIS & DISCUSSION

Project Participation Share Agreements (PPSA) – Under the PPSAs, Project Participants agree to fund CC Power's payment obligations so that CC Power can make timely payments under the applicable LDS Energy Storage Service Agreements and FCR Power Purchase Agreements ("ESSA/PPA"). The PPSA also addresses how Project Participants will (1) share revenue from CC Power's sales of energy and ancillary services from the LDS and FCR facility into the CAISO market, (2) direct CC Power's actions under the ESSA/PPA, and (3) step in, with a cap, to cover any member default in order to avoid a CC Power default under the ESSA/PPA.

The amendments to the PPSAs do not change the overall mechanics for (1) funding CC Power's ESSA/PPA payment obligations, (2) sharing revenue and value from project attributes, and (3) how member defaults are covered. The amendments do change how CC Power's actions are directed and taken.

The original PPSAs put a significant amount of the responsibility to project committees composed of Project Participant staff that made recommendations to the CC Power Board. The amendments remove the need for project committees and transfer responsibility to the General Manager, consistent with the CC Power Strategic Business Plan.

The General Manager will still have the opportunity to form ad-hoc and sub-committees for the purpose of advising on the LDS and FCR projects. Of the eight participating CC Power members, at least five have the necessary approvals to amend the PPSAs.

STRATEGIC PLAN

Execution of the amendments supports the goals of the Board adopted Strategic Plan including:

- Goal 2 - Acquire clean and reliable electricity in a cost effective, equitable and sustainable manner
- Goal 3 - Manage and optimize power supply resources to meet affordability, GHG reduction and reliability objectives

ALTERNATIVE

SVCE can decide not to agree on the PPSA amendments, which would require CC Power to revisit the PPSAs since all Project Participants must agree to the amendments or revert to the original PPSAs. Neither alternative is recommended as it would delay the effective administration of the ESSA/PPAs for all projects.

FISCAL IMPACT

Amending the four PPSA agreements is not expected to have an additional fiscal impact beyond what was previously approved.

ATTACHMENTS

1. Amendment No. 1 To Tumbleweed Energy Storage Project Participation Share Agreement
2. Amendment No. 1 To Goal Line Storage Project Participation Share Agreement
3. Amendment No. 1 To Fish Lake Geothermal Project Participation Share Agreement
4. Amendment No. 1 To ORGP LLP Geothermal Portfolio Project Participation Share Agreement

AMENDMENT NO. 1 TO
TUMBLEWEED ENERGY STORAGE
PROJECT PARTICIPATION SHARE AGREEMENT

among

CITY AND COUNTY OF SAN FRANCISCO, ACTING BY AND THROUGH ITS PUBLIC UTILITIES COMMISSION CLEANPOWERSF

and

PENINSULA CLEAN ENERGY AUTHORITY

and

REDWOOD COAST ENERGY AUTHORITY

and

CITY OF SAN JOSÉ, ADMINISTRATOR OF SAN JOSÉ CLEAN ENERGY

and

SILICON VALLEY CLEAN ENERGY AUTHORITY

and

SONOMA CLEAN POWER AUTHORITY

and

VALLEY CLEAN ENERGY

and

CALIFORNIA COMMUNITY POWER

AMENDMENT NO. 1 TO
TUMBLEWEED ENERGY STORAGE
PROJECT PARTICIPATION SHARE AGREEMENT

This AMENDMENT NO. 1 to TUMBLEWEED ENERGY STORAGE PROJECT PARTICIPATION SHARE AGREEMENT ("Amendment"), dated as of _________, (the "Amendment Effective Date") is entered into by and among the City and County of San Francisco acting by and through its Public Utilities Commission, CleanPowerSF, Peninsula Clean Energy Authority, a California joint powers authority, Redwood Coast Energy Authority, a California joint powers authority, City of San José, a California municipality, Silicon Valley Clean Energy Authority, a California joint powers authority, Sonoma Clean Power Authority, a California joint powers authority, and Valley Clean Energy, a California joint powers authority (each individually a "Project Participant" and collectively referred to as the "Project Participants") and California Community Power ("CCP"), a California joint powers authority. This Amendment is being provided pursuant to and in accordance with the terms and provisions of the Project Participation Share Agreement dated April 19, 2022 (the "PPSA") This Amendment, and the PPSA (as defined below), including any appendices, exhibits or amendments thereto, shall collectively be referred to as the "Agreement."

RECITALS

WHEREAS, CCP and the Project Participants entered into the Tumbleweed Energy Storage Project Participation Share with an Effective Date of April 22, 2022 (the "PPSA"); and

WHEREAS, CCP and the Project Participants desire to modify certain terms of the PPSA.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, CCP and the Project Participants mutually agree to the following:

1. Recitals. The Recitals stated above are true and correct and are incorporated by this reference into this Amendment No. 1.

2. Capitalized Terms. All capitalized terms used herein, which are not defined herein, shall have the meanings ascribed thereto in the PPSA, as amended hereby.

3. Amendments to the PPSA.

    a. Article 1 Definition of "Amended Annual Budget" is hereby deleted and replaced with the following language: **"Amended Annual Budget"** means the budget recommended by the CCP Manager and adopted by the CCP Board pursuant to Section 5.1(c) of this Agreement.

    b. Article 1 Definition of "Annual Budget" is hereby deleted and replaced with the following language: "**Annual Budget**" means the budget recommended by the CCP Manager and adopted by the CCP Board pursuant to Section 5.1(c) of this Agreement.

    c. Article 1 Definition of "CCP Manager" is hereby deleted and replaced with the following language: "**CCP Manager**" means the General Manager of California Community Power or any person who is designated by the CCP Board to act in the capacity of the General Manager.

d. Article 1 Definition of "Project Committee" is hereby deleted.

e. Article 1 Definition of "Project Rights" is hereby deleted and replaced with the following language: "**Project Rights**" means all rights and privileges of a Project Participant under this Agreement, including but not limited to its Entitlement Share, and its right to receive the Product from the Facility.

f. Article 5 is hereby deleted and replaced with the language contained in Exhibit A of this Amendment.

g. Article 6 is hereby deleted and replaced with the language contained in Exhibit B of this Amendment.

h. Article 7 is amended to include the language contained in Exhibit C

i. Article 8 is hereby deleted and replaced with the language contained in Exhibit D of this Amendment.

j. Exhibit C Section (a)(i)(A) "Establish Entitlement Share Reduction Compensation Amount" is hereby amended by deleting "call a meeting of the Project Committee and."

k. Exhibit C Section (a)(i)(A) "Establish Entitlement Share Reduction Compensation Amount" is hereby amended by deleting all reference to the "Project Committee" and replacing it with "Project Participants."

l. Exhibit C Section (a)(i)(B)(d) is hereby amended by deleting "approved by the Project Committee through a Normal Vote" and replacing it with "approved by the CCP Manager."

m. Exhibit C Section (a)(i)(B)(e) is hereby amended by deleting "and upon approval of such transfer by the Project Committee,."

n. Exhibit D of the PPSA is here by deleted.

4. No Other Changes. Except as provided in this Amendment, the PPSA is not modified and continues in full force and effect. From and after the date hereof, references to the PPSA will be understood to mean the PPSA as amended by this Amendment.

5. 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.

[*Signatures appear on following page.*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

California Community Power By: Name: __________________________ Title: __________________________ Approved as to form by Counsel By: Name: __________________________ Title: __________________________	Clean Power San Francisco By: Name: __________________________ Title: __________________________ Approved as to form by Counsel By: Name: __________________________ Title: __________________________
Redwood Coast Energy Authority By: Name: __________________________ Title: __________________________ Approved as to form by Counsel By: Name: __________________________ Title: __________________________	San José Clean Energy By: Name: __________________________ Title: __________________________ Approved as to form by Counsel By: Name: __________________________ Title: __________________________

Silicon Valley Clean Energy Authority	Sonoma Clean Power Authority
By:	By:
Name: ______________________________	Name: ______________________________
Title: ______________________________	Title: ______________________________
Approved as to form by Counsel	By:
	Name: ______________________________
By:	Title: ______________________________
Name: ______________________________	
Title: ______________________________	By:
	Name: ______________________________
	Title: ______________________________
	By:
	Name: ______________________________
	Title: ______________________________
	Approved as to form by Counsel
	By:
	Name: ______________________________
	Title: ______________________________

Valley Clean Energy By: Name: ___________________________ Title: ___________________________ Approved as to form by Counsel By: Name: ___________________________ Title: ______	

EXHIBIT A

ARTICLE 5
OBLIGATIONS OF CCP AND ROLE OF CCP BOARD

5.1. Obligations of CCP.

(a) CCP shall take such commercially reasonable actions or implement such commercially reasonable measures as may be necessary or desirable for the utilization, maintenance, or preservation of the rights and interests of the Project Participants in the Project including, if appropriate, such enforcement actions or other measures as CCP or the CCP Board deems to be in the Project Participants' best interests. To the extent not inconsistent with the ESSA or other applicable agreements, CCP may also be authorized by the Project Participants to assume responsibilities for planning, designing, financing, developing, acquiring, insuring, contracting for, administering, operating, and maintaining the Project to effectuate the conveyance of the Product to Project Participants in accordance with Project Participants' Entitlement Shares.

(b) To the extent such services are available and can be carried forth in accordance with the ESSA, CCP shall also provide such other services, as may be deemed necessary by CCP or the CCP Board to secure the benefits and/or satisfy the obligations associated with the ESSA.

(c) Adoption of Annual Budget. The Annual Budget and any amendments to the Annual Budget shall be prepared and approved in accordance with this Section 5.1(c).

(i) The CCP Manager will prepare a proposed Annual Budget at least ninety (90) days prior to the beginning of each Contract Year during the term of this Agreement. The proposed Annual Budget shall be based on the prior Contract Year's actual costs and shall include reasonable estimates of the costs CCP expects to incur during the applicable Contract Year in association with the administration of the ESSA, including the cost of insurance coverages that are determined to be attributable to the Project by action of the CCP Board. The CCP Manager shall present the proposed Annual Budget to the CCP Board. The CCP Board shall adopt the Annual Budget no later than thirty (30) days prior to the beginning of such Contract Year and shall cause copies of such adopted Annual Budget to be delivered to each Project Participant.

(A) For operating costs not otherwise collected through Articles 8 and 9 incurred prior to the Commercial Operation Date and which are approved by the CCP Board, including costs related to monitoring the development of the Project and other costs that are determined to be attributable to the Project by action of the CCP Board, shall be invoiced to each Project Participant based on their Project Entitlement Share.

(ii) At any time after the adoption of the Annual Budget for a Contract Year, the CCP Manager may prepare a proposed Amended Annual Budget for and applicable to the remainder of such Contract Year. The proposal shall (A) explain why an amendment to the Annual Budget is needed, (B) compare estimated costs against actual costs, and (C) describe the events that triggered the need for additional funding. The CCP Manager shall present the proposed Amended Annual Budget to the CCP Board. Upon adoption of the Amended Annual Budget by the CCP Board, such Amended Annual Budget shall apply to the remainder of the Contract Year

and the CCP Board shall cause copies of such adopted Amended Annual Budget to be delivered to each Project Participant.

(iii) Reports. CCP will prepare and issue to Project Participants the following reports each quarter of a year during the Term:

(A) Financial and operating statement relating to the Project.

(B) Variance report comparing the costs in the Annual Budget versus actual costs, and the status of other cost-related issues with respect to the Project. If CCP incurred any costs to provide services that were deemed necessary pursuant to Section 5.1(b), the variance report shall identify the costs and describe the services provided.

(d) Records and Accounts. CCP will keep, or cause to be kept, accurate records and accounts of the Project as well as of the operations relating to the Project, all in a manner similar to accepted accounting methodologies associated with similar projects. All transactions of CCP relating to the Project with respect to each Contract Year shall be subject to an annual audit. Each Project Participant shall have the right at its own expense to examine and copy the records and accounts referred to above on reasonable notice during regular business hours.

(e) Information Sharing. Upon CCP's request, each Project Participant agrees to coordinate with CCP to provide such information, documentation, and certifications that are reasonably necessary for the design, financing, refinancing, development, operation, administration, maintenance, and ongoing activities of the Project, including information required to respond to requests for such information from any federal, state, or local regulatory body or other authority.

(f) [Reserved].

(g) Deposit of Insurance Proceeds. CCP shall promptly deposit any insurance proceeds received by CCP from any insurance obtained pursuant to this Agreement or otherwise associated with the Project into the Operating Accounts of the Project Participants based on each Project Participants' Entitlement Shares.

(h) Liquidated and Other Damages. Any amounts paid to CCP, or applied against payments otherwise due by CCP pursuant to the ESSA or each Project Participant's respective BLPTA, by the Project Developer shall be deposited on a pro rata share, based on each Project Participant's Entitlement Share into each Project Participant's Operating Account. Liquidated Damages include, but are not limited to Daily Delay Damages, RA Deficiency Amount, Damage Payment, and Termination Payment.

(i) Charging and Discharging Energy. CCP shall reasonably coordinate, schedule, and do all other things necessary or appropriate, except as otherwise prohibited under this Agreement, to provide for the delivery of Charging Energy from the grid to the Point of Delivery to enable CCP to exercise its rights and obligations in connection with Charging Energy in accordance with the requirements of the ESSA. CCP shall reasonably coordinate, schedule, and do all other things necessary or appropriate, except as otherwise prohibited under this Agreement, to provide for the delivery of Discharging Energy from the Point of Delivery to the grid to enable

CCP to maximize the value of the ESSA to the Project Participants in accordance with the requirements of the ESSA.

(j) Resale of Product. Any Project Participant may direct CCP to remarket such Project Participant's Entitlement Share of the Product, or such Project Participant's Entitlement Share of any part of the Product. If CCP incurs any expenses associated with the remarketing activities pursuant to this Section 5.1(j), then CCP shall include the total amount of such expenses as a Monthly Cost on the Project Participant's next Billing Statement. Prior to offering the Project Participant's Entitlement Share of the Product, or the Project Participant's Entitlement Share of any part of the Product to any third party, CCP shall first offer the Product or portion of the Product to the other Project Participants. The amount of compensation paid to the selling Project Participant shall be negotiated and agreed to between the selling Project Participant and the purchasing Project Participant or third party. Any payments for any resold Product pursuant to this Section 5.1(j) shall be transmitted directly from the purchasing Project Participant or purchasing third party to the reselling Project Participant. Any such resale to a third party shall not convey any rights or authority over the operation of the Project, and the Project Participant shall not make a representation to the third party that the resale conveys any rights or authority over the operation of the Project.

(k) Uncontrollable Forces. CCP shall not be required to provide, and CCP shall not be liable for failure to provide, the Product, Replacement RA, or other service under this Agreement when such failure, or the cessation or curtailment of, or interference with, the service is caused by Uncontrollable Forces or by the failure of the Project Developer, or its successors or assigns, to obtain any required governmental permits, licenses, or approvals to acquire, administer, or operate the Project; provided, however, that the Project Participants shall not thereby be relieved of their obligations to make payments under this Agreement except to the extent CCP is so relieved pursuant to the ESSA, and provided further that CCP shall pursue all applicable remedies against the Project Developer under the ESSA and distribute any remedies obtained pursuant to Section 5.1(h).

(l) Insurance. Within one hundred and eighty days (180) of the Effective Date of this Agreement, CCP shall secure and maintain, during the Term, insurance coverage as follows:

(i) Commercial General Liability. CCP shall maintain, or cause to be maintained, commercial general liability insurance, including products and completed operations and personal injury insurance, in a minimum amount of One Million Dollars ($1,000,000) per occurrence, and an annual aggregate of not less than Two Million Dollars ($2,000,000), endorsed to provide contractual liability in said amount, specifically covering CCP's obligations under this Agreement and including each Project Participant as an additional insured.

(ii) Employer's Liability Insurance. CCP, 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.

(iii) Workers' Compensation Insurance. CCP, if it has employees, shall also maintain at all times during the Term workers' compensation and employers' liability insurance coverage in accordance with statutory amounts, with employer's liability limits of not less than One Million Dollars ($1,000,000.00) for each accident, injury, or illness; and include a blanket waiver of subrogation.

(iv) Business Auto Insurance. CCP shall maintain at all times during the 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 CCP'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 each Project Participant as an additional insured and contain standard cross-liability and severability of interest provisions.

(v) Public Entity Liability Insurance. CCP shall maintain public entity liability insurance, including public officials' liability insurance, public entity reimbursement insurance, and employment practices liability insurance in an amount not less than One Million Dollars ($1,000,000) per claim, and an annual aggregate of not less than One Million Dollars ($1,000,000) and CCP shall maintain such coverage for at least two (2) years from the termination of this Agreement.

(m) Evidence of Insurance. Within ten (10) days after the deadline for securing insurance coverage specified in Section 5.1(l), and upon annual renewal thereafter, CCP shall deliver to each Project Participant 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 a form evidencing all coverages set forth above. Such certificates shall specify that each Project Participant shall be given at least thirty (30) days prior Notice by CCP in the event of cancellation or termination of coverage. Such insurance shall be primary coverage without right of contribution from any insurance of each Project Participant. Any other insurance maintained by CCP not associated with this Agreement is for the exclusive benefit of CCP and shall not in any manner inure to the benefit of Project Participants. The general liability, auto liability and worker's compensation policies shall be endorsed with a waiver of subrogation in favor of each Project Participant for all work performed by CCP, its employees, agents and sub-contractors.

5.2. Role of CCP Board.

(a) The rights and obligations of CCP under the ESSA shall be subject to the ultimate control at all times of the CCP Board. The CCP Board shall have, in addition to the duties and responsibilities set forth elsewhere in this Agreement, the duties and responsibilities listed below, among others. The actions identified in Section 5.2(a)(ii) through (a)(ix) shall require CCP Board approval.

(i) Dispute Resolution. The CCP Board shall review, discuss and attempt to resolve any disputes among CCP, any of the Project Participants, and the Project Developer relating to the Project, the operation and management of the Facility, and CCP's rights and interests in the Facility.

(ii) ESSA. The CCP Board shall have the authority to review, modify, and approve, as appropriate, all amendments, modifications, and supplements to the ESSA.

(iii) Capital Improvements. The CCP Board shall review, modify, and approve, if appropriate, all Capital Improvements undertaken with respect to the Project and all financing arrangements for such Capital Improvements. The CCP Board shall approve those budgets or other provisions for the payments associated with the Project and the financing for any development associated with the Project.

(iv) [Reserved].

(v) Budgeting. Upon the submission of a proposed Annual Budget or proposed Amended Annual Budget, the CCP Board shall review, modify, and approve each Annual Budget and Amended Annual Budget in accordance with Section 5.1(c) of this Agreement.

(vi) Early Termination of ESSA. The CCP Board shall review, modify, and approve the recommendations of the CCP Manager, made pursuant to Section 6.4(b)(ii) of this Agreement, as to an early termination of the ESSA pursuant to Section 11.2 of the ESSA.

(vii) Assignment by Project Developer. The CCP Board shall review, modify, and approve the recommendations of the CCP Manager, made pursuant to Section 6.4(b)(iii) of this Agreement, as to any assignment by Project Developer pursuant to Section 14.1 of the ESSA other than any assignment pursuant to Sections 14.2 or 14.3 of the ESSA.

(viii) Buyer Financing Assignment. The CCP Board shall review, modify, and approve the recommendations of the CCP Manager, made pursuant to Section 6.2(d) of this Agreement, as to an assignment by CCP to a financing entity pursuant to Section 14.5 of the ESSA.

(ix) Change of Control. The CCP Board shall review, modify, and approve the recommendations of the CCP Manager, made pursuant to Section 6.2(e) of this Agreement, as to any Change of Control requiring CCP's consent, as specified in Section 14.1 of the ESSA.

(x) Supervening Authority of the Board. The CCP Board has complete and plenary supervening power and authority to act upon any matter which is capable of being acted upon by the CCP Manager or which is specified as being within the authority of the CCP Manager pursuant to the provisions of this Agreement.

(xi) Other Matters. The CCP Board is authorized to perform such other functions and duties, including oversight of those matters and responsibilities addressed by the CCP Manager as may be provided for under this Agreement and under the ESSA, or as may otherwise be appropriate.

(xii) Periodic Audits. The CCP Board or the CCP Manager may arrange for the annual audit by certified accountants, selected by the CCP Board and experienced in electric generation or electric utility accounting, of the books and accounting records of CCP, the Project Developer to the extent authorized under the ESSA, and any other counterparty under any agreement to the extent allowable, and such audit shall be completed and submitted to the CCP Board as soon as reasonably practicable after the close of the Contract Year. CCP shall promptly furnish to the Project Participant copies of all audits. No more frequently than once every calendar year, each Project Participant may, at its sole cost and expense, audit, or cause to be audited the books and cost records of CCP, and/or the Project Developer to the extent authorized under the ESSA.

(xiii) Scheduling Coordinator Services Agreement. Upon a recommendation by the CCP Manager pursuant to Section 6.2(f), the CCP Board shall review, modify, and approve, or delegate the authority to approve, a Scheduling Coordinator Services Agreement or amendment thereto.

(b) Pursuant to Section 5.06 of the Joint Powers Agreement, this Agreement modifies the voting rules of the CCP Board for purposes of approving or acting on any matter identified in this Agreement, as follows:

(i) Quorum. A quorum shall consist of a majority of the CCP Board members that represent Project Participants.

(ii) Voting. Each CCP Board member that represents a Project Participant shall have one vote for any matter identified in this Agreement. Any CCP Board member representing a CCP member that is not a Project Participant shall abstain from voting on any matter identified in this Agreement. A vote of the majority of the CCP Board members representing Project Participants that are in attendance shall be sufficient to constitute action, provided a quorum is established and maintained.

EXHIBIT B

ARTICLE 6

ROLE AND RESPONSIBILITIES OF CCP MANAGER

6.1. Role of CCP Manager. The CCP Manager shall take all actions necessary to ensure that CCP fulfills its obligations under this Agreement, including the obligations set forth in Section 5.1. The CCP Manager is authorized to take any action that CCP is authorized to take, except those actions that expressly require CCP Board approval. In addition to any duties or responsibilities set forth elsewhere in this Agreement, the CCP Manager is directed to do the following:

(a) Consult with the Project Participants with respect to the ongoing administration of the Project, including through the formation of advisory subcommittees.

(b) Oversee, as appropriate, the completion of any Project design, feasibility, or planning studies or activities.

(c) Review, discuss, and attempt to resolve any disputes among the Project Participants relating to this Agreement or the ESSA.

(d) Review each invoice submitted by Project Developer and shall request such other data necessary to support the review of such invoices.

(e) Respond to any requests for tax-related documentation by the Project Developer.

(f) Provide the Project Developer with Financial Statements as may be required by the ESSA.

(g) Correspond with the Project Developer to compile and distribute to Project Participants information and/or documents required for Project Participants to submit reports to any federal, state, or local regulatory body or other authority regarding the project in such format as required by applicable authority, and respond to any request by a Project Participant for information or documents that are reasonably available to (i) allow the Project Participant to respond to requests for such information from any federal, state, or local regulatory body or other authority; or (ii) for a Project Participant to conduct planning, budgeting, or other regulatory activities.

(h) Upon a request or demand by any third person that is not a Party to the ESSA or a Project Participant, for Confidential Information as described in Section 18.2 of the ESSA, the CCP Manager shall notify the Project Developer and coordinate the response of CCP and Project Participants.

(i) Review Progress Reports provided by Project Developer to CCP pursuant to Section 2.3 of the ESSA and participate in any associated meetings with Project Developer to discuss construction progress. If Project Developer provides a Progress Report to CCP, the CCP

Manager shall promptly provide such Progress Report to each Project Participant. The CCP Manager shall promptly notify the Project Participants upon receiving a Progress Report from the Project Developer that identifies a delay to the Construction Start Date or Commercial Operation Date.

(j) Take any necessary actions or implement such measures as may be necessary to facilitate the transfer of Environmental Attributes from the Project Developer to the Project Participants.

(k) Perform such other functions and duties as may be provided for under this Agreement, the ESSA, or as may otherwise be appropriate or beneficial to the Project or the Project Participants, unless such action requires CCP Board approval pursuant to this Agreement.

6.2. CCP Manager Recommendations to the CCP Board.

(a) Budgeting. Recommend each proposed Annual Budget and proposed Amended Annual Budget for submission to the CCP Board for final approval.

(b) Early Termination of ESSA. Recommend to the CCP Board regarding an early termination of the ESSA pursuant to Section 11.2 of the ESSA.

(c) Assignment by Project Developer. Recommend to the CCP Board any proposed assignment by Project Developer pursuant to Section 14.1 of the ESSA other than any assignment pursuant to Sections 14.2 or 14.3 of the ESSA.

(d) Buyer Financing Assignment. Recommend to the CCP Board an assignment by CCP to a financing entity pursuant to Section 14.5 of the ESSA.

(e) Change of Control. Recommend to the CCP Board any Change of Control requiring CCP's consent, as specified in Section 14.1 of the ESSA.

(f) Scheduling Coordinator. Recommend to the CCP Board the selection of a Scheduling Coordinator and the form of the Scheduling Coordinator Services Agreement, including any amendments thereto. Such Scheduling Coordinator Services Agreement shall: (i) require that the scheduling and dispatch of the Project is in accordance with the criteria set forth in the Coordinated Operations Agreement; (ii) include the Scheduling Coordinator responsibilities specified in the Coordinated Operations Agreement; and (iii) address requirements relating to CAISO settlements, the Operating Restrictions, and communications and reporting from the Scheduling Coordinator to the Project Participants.

6.3. CCP Manager Report to CCP Board on Actions relating to the PPA or the Project. The CCP Manager shall report to the CCP Board on the occurrence of any of the following actions taken by the CCP Manager. Such report may be written or oral and shall be provided at the next CCP Board Meeting occurring within a reasonable amount of time after the action was taken. Any information included as part of such report may be provided by the CCP Manager in a manner that maintains the confidentiality of such information, as reasonably determined to be necessary by the CCP Manager.

(a) Any recommendations made by the CCP Manager to the Project Developer on the design of the Project.

(b) Confirmation by the CCP Manager that the requirements of Exhibit B of the ESSA have been satisfied, such that the Guaranteed Construction Start Date and/or Guaranteed Commercial Operation Date has been extended.

(c) Any exercise its rights under the ESSA if an Event of Default has occurred under Section 11.1 of the ESSA or under the Scheduling Coordinator Services Agreement.

(d) The approval or any rules, procedures, and protocols for the administration of the Project, including rules, procedures, and protocols for the management of the costs of the Facility and the scheduling, handling, tagging, dispatching, and crediting of the Product, the handling and crediting of Environmental Attributes associated with the Facility and the control and use of the Facility.

(e) The approval of any rules, procedures, and protocols for the monitoring, inspection, and the exercise of due diligence activities relating to the operation of the Facility.

(f) The approval or other action relating to the form or content of any written statistical, administrative, or operational reports, Facility-related data and storage information, technical information, facility reliability data, transmission information, forecasting, scheduling, dispatching, tagging, parking, firming, exchanging, balancing, movement, or other delivery information, and similar information and records, or matters pertaining to the Project which are furnished to the Project Participants or the CCP Manager by the Project Developer, experts, consultants or others.

(g) The approval or modification of any practices and procedures to be followed by Project Participants for, among other things, the production, scheduling, tagging, transmission, delivery, firming, balancing, exchanging, crediting, tracking, monitoring, remarketing, sale, or disposition of the Product, including the control and use of the Facility, and the supply, scheduling, and use of Charging Energy.

(h) The approval or modification of any arrangements and instruments entered into by the Project Developer or any affiliate thereof to, among other things, secure certain performance requirements, including, but not limited to, the ESSA, the Development Security or the Performance Security and any other letter of credit delivered to, or for the benefit of, CCP by the Project Developer and take such actions or make such recommendations as may be appropriate or desirable in connection therewith.

(i) The approval of policies or programs formulated by CCP or Project Developer for determining or estimating storage resources or the values, quantities, volumes, or costs of the Product from the Facility.

(j) Any recommendations made by the CCP Manager to the Project Developer as to the implementation of metering technologies and methodologies appropriate for the delivery, accounting for, transferring and crediting of the Product to the Point of Delivery (directly or through the Facility).

(k) The approval or disapproval of any specifications, vendors' proposals, bid evaluations, or any related matters with respect to the Facility.

(l) The approval of any Remedial Action Plan submitted by Project Developer to CCP pursuant to Section 2.4 of the ESSA.

(m) The approval of the submission of the written acknowledgement of the Commercial Operation Date in accordance with Section 2.2 of the ESSA.

(n) The approval of the return of the Development Security to Project Developer in accordance with Section 8.7 of the ESSA.

(o) The approval of the return of any unused Performance Security to Project Developer in accordance with Section 8.8 of the ESSA.

(p) The collection of any liquidated damages owed by Project Developer to CCP under the ESSA, or any draw upon the Development Security or Performance Security.

(q) Any dispute by CCP of an invoice pursuant to Section 8.5 of the ESSA.

(r) The collection of any damages owed by the Scheduling Coordinator to CCP under the Scheduling Coordinator Services Agreement or any action permitted by law to enforce CCP's rights under the Scheduling Coordinator Services Agreement, including but not limited to bringing any suit, action or proceeding at law or in equity as may be necessary or appropriate to recover damages and/or enforce any covenant, agreement, or obligation against the Scheduling Coordinator.

6.4. Subcommittees. The CCP Manager may establish as needed subcommittees including, but not limited to, auditing, legal, financial, engineering, mechanical, weather, geologic, diurnal, barometric, meteorological, operating, insurance, governmental relations, environmental, and public information subcommittees. The authority, membership, and duties of any subcommittee shall be established by the CCP Manager; provided, however, such authority, membership or duties shall not conflict with the provisions of the ESSA or this Agreement.

(a) Project Participant Expenses. Any expenses incurred by any representative of any Project Participant or group of Project Participants serving on any subcommittee in connection with their duties on such subcommittee shall be the responsibility of the Project Participant which they represent and shall not be an expense payable under this Agreement.

6.5. Delegation. To secure the effective cooperation and interchange of information in a timely manner in connection with various administrative, technical, and other matters which may arise from time to time in connection with administration of the ESSA, in appropriate cases, duties and responsibilities of the CCP Board, as the case may be under this Section 6, may be delegated to the CCP Manager by the CCP Board upon notice to the Project Participants.

EXHIBIT C

ARTICLE 7

COORDINATED OPERATIONS AGREEMENT

7.1. Coordinated Operations Agreement. The Project Participants shall establish a Coordinated Operations Agreement by and among CCP and all Project Participants for purposes of operating the Project.

7.2. [Reserved].

EXHIBIT D

ARTICLE 8

OPERATING ACCOUNT

8.1. Calculation of Estimated Monthly Project Cost.

(a) No later than one hundred and eighty (180) days after the Effective Date, the CCP Manager shall present to the Project Participants a proposed Estimated Monthly Project Cost, which shall be equal to a forecast of expected Monthly Capacity Payments over an entire Contract Year, divided by twelve (12). The Project Participants shall review, and, if appropriate, recommend approval of, or modification to the proposed Estimated Monthly Project Cost.

8.2. Operating Account. CCP shall establish an Operating Account for each Project Participant that is accessible to and can be drawn upon by both CCP and the applicable Project Participant. Such Operating Accounts are for the purpose of providing a reliable source of funds for the payment obligations of the Project and, taking into account the variability of costs associated with the Project for the purpose of providing a reliable payment mechanism to address the ongoing costs associated with the Project.

(a) Operating Account Amount. The Operating Account Amount for each Project Participant shall be an amount equal to the Estimated Monthly Project Cost multiplied by three, the product of which is multiplied by such Project Participant's Entitlement Share ("**Operating Account Amount**").

(b) Initial Funding of Operating Account. By no later than sixty (60) days after CCP's notification to Project Participants of the Construction Start Date pursuant to Exhibit B of the ESSA, each Project Participant shall deposit into such Project Participant's Operating Account an amount equal to that Project Participant's Operating Account Amount.

(c) Use of Operating Account. CCP shall draw upon each Project Participant's Operating Account each month in an amount equal to the Monthly Costs multiplied by such Project Participant's Entitlement Share. As required by Section 9.5, each Project Participant must deposit sufficient funds into such Project Participant's Operating Account by the deadline specified in Section 9.5.

(d) Final Distribution of Operating Account. Following the expiration or earlier termination of the ESSA, and upon payment and satisfaction of any and all liabilities and obligations to make payments of the Project Participants under this Agreement and upon satisfaction of all remaining costs and obligations of CCP under the ESSA, any amounts then remaining in any Project Participant's Operating Account shall be paid to the associated Project Participant.

AMENDMENT NO. 1 TO

GOAL LINE STORAGE

PROJECT PARTICIPATION SHARE AGREEMENT

among

CITY AND COUNTY OF SAN FRANCISCO, ACTING BY AND THROUGH ITS PUBLIC UTILITIES COMMISSION CLEANPOWERSF

and

REDWOOD COAST ENERGY AUTHORITY

and

CITY OF SAN JOSÉ, ADMINISTRATOR OF SAN JOSÉ CLEAN ENERGY

and

SILICON VALLEY CLEAN ENERGY

and

SONOMA CLEAN POWER

and

VALLEY CLEAN ENERGY

and

CALIFORNIA COMMUNITY POWER

AMENDMENT NO. 1 TO
GOAL LINE STORAGE
PROJECT PARTICIPATION SHARE AGREEMENT

This AMENDMENT NO. 1 to GOAL LINE STORAGE PROJECT PARTICIPATION SHARE AGREEMENT ("Amendment"), dated as of _________, (the "Amendment Effective Date") is entered into by and among the City and County of San Francisco acting by and through its Public Utilities Commission, CleanPowerSF, Redwood Coast Energy Authority, a California joint powers authority, City of San José, a California municipality, Silicon Valley Clean Energy, a California joint powers authority, Sonoma Clean Power, a California joint powers authority, and Valley Clean Energy, a California joint powers authority. This Amendment is being provided pursuant to and in accordance with the terms and provisions of the Project Participation Share Agreement dated May 18, 2022 (the "PPSA") This Amendment, and the PPSA (as defined below), including any appendices, exhibits or amendments thereto, shall collectively be referred to as the "Agreement."

RECITALS

WHEREAS, CCP and the Project Participants entered into the Goal Line Storage Project Participation Share with an Effective Date of May 18, 2022 (the "PPSA"); and

WHEREAS, CCP and the Project Participants desire to modify certain terms of the PPSA.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, CCP and the Project Participants mutually agree to the following:

1. Recitals. The Recitals stated above are true and correct and are incorporated by this reference into this Amendment No. 1.

2. Capitalized Terms. All capitalized terms used herein, which are not defined herein, shall have the meanings ascribed thereto in the PPSA, as amended hereby.

3. Amendments to the PPSA.

    a. Article 1 Definition of "Amended Annual Budget" is hereby deleted and replaced with the following language: **"Amended Annual Budget"** means the budget recommended by the CCP Manager and adopted by the CCP Board pursuant to Section 5.1(c) of this Agreement.

    b. Article 1 Definition of "Annual Budget" is hereby deleted and replaced with the following language: "**Annual Budget**" means the budget recommended by the CCP Manager and adopted by the CCP Board pursuant to Section 5.1(c) of this Agreement.

    c. Article 1 Definition of "CCP Manager" is hereby deleted and replaced with the following language: "**CCP Manager**" means the General Manager of California Community Power or any person who is designated by the CCP Board to act in the capacity of the General Manager.

    d. Article 1 Definition of "Project Committee" is hereby deleted.

e. Article 1 Definition of "Project Rights" is hereby deleted and replaced with the following language: "**<u>Project Rights</u>**" means all rights and privileges of a Project Participant under this Agreement, including but not limited to its Entitlement Share, and its right to receive the Product from the Facility.

f. Article 5 is hereby deleted and replaced with the language contained in Exhibit A of this Amendment.

g. Article 6 is hereby deleted and replaced with the language contained in Exhibit B of this Amendment.

h. Article 7 is hereby deleted and replaced with the language contained in Exhibit C of this Amendment.

i. Article 8 is hereby deleted and replaced with the language contained in Exhibit D of this Amendment.

j. Exhibit C Section (a)(i)(A) "Establish Entitlement Share Reduction Compensation Amount" is hereby amended by deleting "call a meeting of the Project Committee and."

k. Exhibit C Section (a)(i)(A) "Establish Entitlement Share Reduction Compensation Amount" is hereby amended by deleting all reference to the "Project Committee" and replacing it with "Project Participants."

l. Exhibit C Section (a)(i)(B)(d) is hereby amended by deleting "approved by the Project Committee through a Normal Vote" and replacing it with "approved by the CCP Manager."

m. Exhibit C Section (a)(i)(B)(e) is hereby amended by deleting "and upon approval of such transfer by the Project Committee,."

n. Exhibit D of the PPSA is here by deleted.

4. <u>No Other Changes</u>. Except as provided in this Amendment, the PPSA is not modified and continues in full force and effect. From and after the date hereof, references to the PPSA will be understood to mean the PPSA as amended by this Amendment.

5. <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and each of which shall be deemed an original.

[*Signatures appear on following page.*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

California Community Power By: Name: __________________________ Title: __________________________ Approved as to form by Counsel By: Name: __________________________ Title: __________________________	Clean Power San Francisco By: Name: __________________________ Title: __________________________ Approved as to form by Counsel By: Name: __________________________ Title: __________________________
Redwood Coast Energy Authority By: Name: __________________________ Title: __________________________ Approved as to form by Counsel By: Name: __________________________ Title: __________________________	San José Clean Energy By: Name: __________________________ Title: __________________________ Approved as to form by Counsel By: Name: __________________________ Title: __________________________

Silicon Valley Clean Energy Authority By: Name: ________________________ Title: ________________________ Approved as to form by Counsel By: Name: ________________________ Title: ________________________	Sonoma Clean Power Authority By: Name: ________________________ Title: ________________________ By: Name: ________________________ Title: ________________________ By: Name: ________________________ Title: ________________________ By: Name: ________________________ Title: ________________________ Approved as to form by Counsel By: Name: ________________________ Title: ________________________
Valley Clean Energy By: Name: ________________________ Title: ________________________ Approved as to form by Counsel By: Name: ________________________ Title: ________________________	

EXHIBIT A

ARTICLE 5
OBLIGATIONS OF CCP AND ROLE OF CCP BOARD

5.1. Obligations of CCP.

(a) CCP shall take such commercially reasonable actions or implement such commercially reasonable measures as may be necessary or desirable for the utilization, maintenance, or preservation of the rights and interests of the Project Participants in the Project including, if appropriate, such enforcement actions or other measures as CCP or the CCP Board deems to be in the Project Participants' best interests. To the extent not inconsistent with the ESSA or other applicable agreements, CCP may also be authorized by the Project Participants to assume responsibilities for planning, designing, financing, developing, acquiring, insuring, contracting for, administering, operating, and maintaining the Project to effectuate the conveyance of the Product to Project Participants in accordance with Project Participants' Entitlement Shares.

(b) To the extent such services are available and can be carried forth in accordance with the ESSA, CCP shall also provide such other services, as may be deemed necessary by CCP or the CCP Board to secure the benefits and/or satisfy the obligations associated with the ESSA.

(c) Adoption of Annual Budget. The Annual Budget and any amendments to the Annual Budget shall be prepared and approved in accordance with this Section 5.1(c).

(i) The CCP Manager will prepare a proposed Annual Budget at least ninety (90) days prior to the beginning of each Contract Year during the term of this Agreement. The proposed Annual Budget shall be based on the prior Contract Year's actual costs and shall include reasonable estimates of the costs CCP expects to incur during the applicable Contract Year in association with the administration of the ESSA, including the cost of insurance coverages that are determined to be attributable to the Project by action of the CCP Board. The CCP Manager shall present the proposed Annual Budget to the CCP Board. The CCP Board shall adopt the Annual Budget no later than thirty (30) days prior to the beginning of such Contract Year and shall cause copies of such adopted Annual Budget to be delivered to each Project Participant.

(A) For operating costs not otherwise collected through Articles 8 and 9 incurred prior to the Commercial Operation Date and which are approved by the CCP Board, including costs related to monitoring the development of the Project and other costs that are determined to be attributable to the Project by action of the CCP Board, shall be invoiced to each Project Participant based on their Project Entitlement Share.

(ii) At any time after the adoption of the Annual Budget for a Contract Year, the CCP Manager may prepare a proposed Amended Annual Budget for and applicable to the remainder of such Contract Year. The proposal shall (A) explain why an amendment to the Annual Budget is needed, (B) compare estimated costs against actual costs, and (C) describe the events that triggered the need for additional funding. The CCP Manager shall present the proposed Amended Annual Budget to the CCP Board. Upon adoption of the Amended Annual Budget by the CCP Board, such Amended Annual Budget shall apply to the remainder of the Contract Year

and the CCP Board shall cause copies of such adopted Amended Annual Budget to be delivered to each Project Participant.

(iii) Reports. CCP will prepare and issue to Project Participants the following reports each quarter of a year during the Term:

(A) Financial and operating statement relating to the Project.

(B) Variance report comparing the costs in the Annual Budget versus actual costs, and the status of other cost-related issues with respect to the Project. If CCP incurred any costs to provide services that were deemed necessary pursuant to Section 5.1(b), the variance report shall identify the costs and describe the services provided.

(d) Records and Accounts. CCP will keep, or cause to be kept, accurate records and accounts of the Project as well as of the operations relating to the Project, all in a manner similar to accepted accounting methodologies associated with similar projects. All transactions of CCP relating to the Project with respect to each Contract Year shall be subject to an annual audit. Each Project Participant shall have the right at its own expense to examine and copy the records and accounts referred to above on reasonable notice during regular business hours.

(e) Information Sharing. Upon CCP's request, each Project Participant agrees to coordinate with CCP to provide such information, documentation, and certifications that are reasonably necessary for the design, financing, refinancing, development, operation, administration, maintenance, and ongoing activities of the Project, including information required to respond to requests for such information from any federal, state, or local regulatory body or other authority.

(f) [Reserved].

(g) Deposit of Insurance Proceeds. CCP shall promptly deposit any insurance proceeds received by CCP from any insurance obtained pursuant to this Agreement or otherwise associated with the Project into the Operating Accounts of the Project Participants based on each Project Participants' Entitlement Shares.

(h) Liquidated and Other Damages. Any amounts paid to CCP, or applied against payments otherwise due by CCP pursuant to the ESSA or each Project Participant's respective BLPTA, by the Project Developer shall be deposited on a pro rata share, based on each Project Participant's Entitlement Share into each Project Participant's Operating Account. Liquidated Damages include, but are not limited to Daily Delay Damages, RA Deficiency Amount, Damage Payment, and Termination Payment.

(i) Charging and Discharging Energy. CCP shall reasonably coordinate, schedule, and do all other things necessary or appropriate, except as otherwise prohibited under this Agreement, to provide for the delivery of Charging Energy from the grid to the Point of Delivery to enable CCP to exercise its rights and obligations in connection with Charging Energy in accordance with the requirements of the ESSA. CCP shall reasonably coordinate, schedule, and do all other things necessary or appropriate, except as otherwise prohibited under this Agreement, to provide for the delivery of Discharging Energy from the Point of Delivery to the grid to enable

CCP to maximize the value of the ESSA to the Project Participants in accordance with the requirements of the ESSA.

(j) Resale of Product. Any Project Participant may direct CCP to remarket such Project Participant's Entitlement Share of the Product, or such Project Participant's Entitlement Share of any part of the Product. If CCP incurs any expenses associated with the remarketing activities pursuant to this Section 5.1(j), then CCP shall include the total amount of such expenses as a Monthly Cost on the Project Participant's next Billing Statement. Prior to offering the Project Participant's Entitlement Share of the Product, or the Project Participant's Entitlement Share of any part of the Product to any third party, CCP shall first offer the Product or portion of the Product to the other Project Participants. The amount of compensation paid to the selling Project Participant shall be negotiated and agreed to between the selling Project Participant and the purchasing Project Participant or third party. Any payments for any resold Product pursuant to this Section 5.1(j) shall be transmitted directly from the purchasing Project Participant or purchasing third party to the reselling Project Participant. Any such resale to a third party shall not convey any rights or authority over the operation of the Project, and the Project Participant shall not make a representation to the third party that the resale conveys any rights or authority over the operation of the Project.

(k) Uncontrollable Forces. CCP shall not be required to provide, and CCP shall not be liable for failure to provide, the Product, Replacement RA, or other service under this Agreement when such failure, or the cessation or curtailment of, or interference with, the service is caused by Uncontrollable Forces or by the failure of the Project Developer, or its successors or assigns, to obtain any required governmental permits, licenses, or approvals to acquire, administer, or operate the Project; provided, however, that the Project Participants shall not thereby be relieved of their obligations to make payments under this Agreement except to the extent CCP is so relieved pursuant to the ESSA, and provided further that CCP shall pursue all applicable remedies against the Project Developer under the ESSA and distribute any remedies obtained pursuant to Section 5.1(h).

(l) Insurance. Within one hundred and eighty days (180) of the Effective Date of this Agreement, CCP shall secure and maintain, during the Term, insurance coverage as follows:

(i) Commercial General Liability. CCP shall maintain, or cause to be maintained, commercial general liability insurance, including products and completed operations and personal injury insurance, in a minimum amount of One Million Dollars ($1,000,000) per occurrence, and an annual aggregate of not less than Two Million Dollars ($2,000,000), endorsed to provide contractual liability in said amount, specifically covering CCP's obligations under this Agreement and including each Project Participant as an additional insured.

(ii) Employer's Liability Insurance. CCP, 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.

(iii) Workers' Compensation Insurance. CCP, if it has employees, shall also maintain at all times during the Term workers' compensation and employers' liability insurance coverage in accordance with statutory amounts, with employer's liability limits of not less than One Million Dollars ($1,000,000.00) for each accident, injury, or illness; and include a blanket waiver of subrogation.

(iv) Business Auto Insurance. CCP shall maintain at all times during the 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 CCP'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 each Project Participant as an additional insured and contain standard cross-liability and severability of interest provisions.

(v) Public Entity Liability Insurance. CCP shall maintain public entity liability insurance, including public officials' liability insurance, public entity reimbursement insurance, and employment practices liability insurance in an amount not less than One Million Dollars ($1,000,000) per claim, and an annual aggregate of not less than One Million Dollars ($1,000,000) and CCP shall maintain such coverage for at least two (2) years from the termination of this Agreement.

(m) Evidence of Insurance. Within ten (10) days after the deadline for securing insurance coverage specified in Section 5.1(l), and upon annual renewal thereafter, CCP shall deliver to each Project Participant 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 a form evidencing all coverages set forth above. Such certificates shall specify that each Project Participant shall be given at least thirty (30) days prior Notice by CCP in the event of cancellation or termination of coverage. Such insurance shall be primary coverage without right of contribution from any insurance of each Project Participant. Any other insurance maintained by CCP not associated with this Agreement is for the exclusive benefit of CCP and shall not in any manner inure to the benefit of Project Participants. The general liability, auto liability and worker's compensation policies shall be endorsed with a waiver of subrogation in favor of each Project Participant for all work performed by CCP, its employees, agents and sub-contractors.

5.2. Role of CCP Board.

(a) The rights and obligations of CCP under the ESSA shall be subject to the ultimate control at all times of the CCP Board. The CCP Board shall have, in addition to the duties and responsibilities set forth elsewhere in this Agreement, the duties and responsibilities listed below, among others. The actions identified in Section 5.2(a)(ii) through (a)(ix) shall require CCP Board approval.

(i) Dispute Resolution. The CCP Board shall review, discuss and attempt to resolve any disputes among CCP, any of the Project Participants, and the Project Developer relating to the Project, the operation and management of the Facility, and CCP's rights and interests in the Facility.

(ii) ESSA. The CCP Board shall have the authority to review, modify, and approve, as appropriate, all amendments, modifications, and supplements to the ESSA.

(iii) Capital Improvements. The CCP Board shall review, modify, and approve, if appropriate, all Capital Improvements undertaken with respect to the Project and all financing arrangements for such Capital Improvements. The CCP Board shall approve those budgets or other provisions for the payments associated with the Project and the financing for any development associated with the Project.

(iv) [Reserved].

(v) Budgeting. Upon the submission of a proposed Annual Budget or proposed Amended Annual Budget, the CCP Board shall review, modify, and approve each Annual Budget and Amended Annual Budget in accordance with Section 5.1(c) of this Agreement.

(vi) Early Termination of ESSA. The CCP Board shall review, modify, and approve the recommendations of the CCP Manager, made pursuant to Section 6.2(b)(ii) of this Agreement, as to an early termination of the ESSA pursuant to Section 11.2 of the ESSA.

(vii) Assignment by Project Developer. The CCP Board shall review, modify, and approve the recommendations of the CCP Manager, made pursuant to Section 6.4(b)(iii) of this Agreement, as to any assignment by Project Developer pursuant to Section 14.1 of the ESSA other than any assignment pursuant to Sections 14.2 or 14.3 of the ESSA.

(viii) Buyer Financing Assignment. The CCP Board shall review, modify, and approve the recommendations of the CCP Manager, made pursuant to Section 6.4(d) of this Agreement, as to an assignment by CCP to a financing entity.

(ix) Change of Control. The CCP Board shall review, modify, and approve the recommendations of the CCP Manager, made pursuant to Section 6.4(e) of this Agreement, as to any Change of Control requiring CCP's consent, as specified in Section 14.1 of the ESSA.

(x) Supervening Authority of the Board. The CCP Board has complete and plenary supervening power and authority to act upon any matter which is capable of being acted upon by the CCP Manager or which is specified as being within the authority of the CCP Manager pursuant to the provisions of this Agreement.

(xi) Other Matters. The CCP Board is authorized to perform such other functions and duties, including oversight of those matters and responsibilities addressed by the CCP Manager as may be provided for under this Agreement and under the ESSA, or as may otherwise be appropriate.

(xii) Periodic Audits. The CCP Board or the CCP Manager may arrange for the annual audit by certified accountants, selected by the CCP Board and experienced in electric generation or electric utility accounting, of the books and accounting records of CCP, the Project Developer to the extent authorized under the ESSA, and any other counterparty under any agreement to the extent allowable, and such audit shall be completed and submitted to the CCP Board as soon as reasonably practicable after the close of the Contract Year. CCP shall promptly furnish to the Project Participant copies of all audits. No more frequently than once every calendar year, each Project Participant may, at its sole cost and expense, audit, or cause to be audited the books and cost records of CCP, and/or the Project Developer to the extent authorized under the ESSA.

(xiii) Scheduling Coordinator Services Agreement. Upon a recommendation the CCP Manager pursuant to Section 6.2(f), the CCP Board shall review, modify, and approve, or delegate the authority to approve, a Scheduling Coordinator Services Agreement or amendment thereto.

(b) Pursuant to Section 5.06 of the Joint Powers Agreement, this Agreement modifies the voting rules of the CCP Board for purposes of approving or acting on any matter identified in this Agreement, as follows:

(i) Quorum. A quorum shall consist of a majority of the CCP Board members that represent Project Participants.

(ii) Voting. Each CCP Board member that represents a Project Participant shall have one vote for any matter identified in this Agreement. Any CCP Board member representing a CCP member that is not a Project Participant shall abstain from voting on any matter identified in this Agreement. A vote of the majority of the CCP Board members representing Project Participants that are in attendance shall be sufficient to constitute action, provided a quorum is established and maintained.

EXHIBIT B

ARTICLE 6

ROLE AND RESPONSIBILITIES OF CCP MANAGER

6.1 Role of CCP Manager. The CCP Manager shall take all actions necessary to ensure that CCP fulfills its obligations under this Agreement, including the obligations set forth in Section 5.1. The CCP Manager is authorized to take any action that CCP is authorized to take, except those actions that expressly require CCP Board approval. In addition to any duties or responsibilities set forth elsewhere in this Agreement, the CCP Manager is directed to do the following:

(a) Consult with the Project Participants with respect to the ongoing administration of the Project, including through the formation of advisory subcommittees.

(b) Oversee, as appropriate, the completion of any Project design, feasibility, or planning studies or activities.

(c) Review, discuss, and attempt to resolve any disputes among the Project Participants relating to this Agreement or the ESSA.

(d) Review each invoice submitted by Project Developer and shall request such other data necessary to support the review of such invoices.

(e) Respond to any requests for tax-related documentation by the Project Developer.

(f) Provide the Project Developer with Financial Statements as may be required by the ESSA.

(g) Correspond with the Project Developer to compile and distribute to Project Participants information and/or documents required for Project Participants to submit reports to any federal, state, or local regulatory body or other authority regarding the project in such format as required by applicable authority, and respond to any request by a Project Participant for information or documents that are reasonably available to (i) allow the Project Participant to respond to requests for such information from any federal, state, or local regulatory body or other authority; or (ii) for a Project Participant to conduct planning, budgeting, or other regulatory activities.

(h) Upon a request or demand by any third person that is not a Party to the ESSA or a Project Participant, for Confidential Information as described in Section 18.2 of the ESSA, the CCP Manager shall notify the Project Developer and coordinate the response of CCP and Project Participants.

(i) Review Progress Reports provided by Project Developer to CCP pursuant to Section 2.3 of the ESSA and participate in any associated meetings with Project Developer to discuss construction progress. If Project Developer provides a Progress Report to CCP, the CCP

Manager shall promptly provide such Progress Report to each Project Participant. The CCP Manager shall promptly notify the Project Participants upon receiving a Progress Report from the Project Developer that identifies a delay to the Construction Start Date or Commercial Operation Date.

(j) Take any necessary actions or implement such measures as may be necessary to facilitate the transfer of Environmental Attributes from the Project Developer to the Project Participants.

(k) Perform such other functions and duties as may be provided for under this Agreement, the ESSA, or as may otherwise be appropriate or beneficial to the Project or the Project Participants, unless such action requires CCP Board approval pursuant to this Agreement.

6.2. CCP Manager Recommendations to the CCP Board.

(i) Budgeting. Recommend each proposed Annual Budget and proposed Amended Annual Budget for submission to the CCP Board for final approval.

(ii) Early Termination of ESSA. Recommend to the CCP Board regarding an early termination of the ESSA pursuant to Section 11.2 of the ESSA.

(iii) Assignment by Project Developer. Recommend to the CCP Board any proposed assignment by Project Developer pursuant to Section 14.1 of the ESSA other than any assignment pursuant to Sections 14.2 or 14.3 of the ESSA.

(iv) Buyer Financing Assignment. Recommend to the CCP Board regarding an assignment by CCP to a financing entity.

(v) Change of Control. Recommend to the CCP Board regarding any Change of Control requiring CCP's consent, as specified in Section 14.1 of the ESSA.

(vi) Scheduling Coordinator. Recommend to the CCP Board regarding the selection of a Scheduling Coordinator and the form of the Scheduling Coordinator Services Agreement, including any amendments thereto. Such Scheduling Coordinator Services Agreement shall: (i) require that the scheduling and dispatch of the Project is in accordance with the criteria set forth in the Coordinated Operations Agreement; (ii) include the Scheduling Coordinator responsibilities specified in the Coordinated Operations Agreement; and (iii) address requirements relating to CAISO settlements, the Operating Restrictions, and communications and reporting from the Scheduling Coordinator to the Project Participants.

6.3. CCP Manager Report to CCP Board on Actions relating to the PPA or the Project. The CCP Manager shall report to the CCP Board on the occurrence of any of the following actions taken by the CCP Manager. Such report may be written or oral and shall be provided at the next CCP Board Meeting occurring within a reasonable amount of time after the action was taken. Any information included as part of such report may be provided by the CCP Manager in a manner that maintains the confidentiality of such information, as reasonably determined to be necessary by the CCP Manager.

(a) Any recommendations made by the CCP Manager to the Project Developer on the design of the Project.

(b) Confirmation by the CCP Manager that the requirements of Exhibit B of the ESSA have been satisfied, such that the Guaranteed Construction Start Date and/or Guaranteed Commercial Operation Date has been extended.

(c) Any exercise of CCP's rights under the ESSA if an Event of Default has occurred under Section 11.1 of the ESSA or under the Scheduling Coordinator Services Agreement.

(d) The approval of any rules, procedures, and protocols for the administration of the Project, including rules, procedures, and protocols for the management of the costs of the Facility and the scheduling, handling, tagging, dispatching, and crediting of the Product, the handling and crediting of Environmental Attributes associated with the Facility and the control and use of the Facility.

(e) The approval of any rules, procedures, and protocols for the monitoring, inspection, and the exercise of due diligence activities relating to the operation of the Facility.

(f) The approval or other action relating to the form or content of any written statistical, administrative, or operational reports, Facility-related data and storage information, technical information, facility reliability data, transmission information, forecasting, scheduling, dispatching, tagging, parking, firming, exchanging, balancing, movement, or other delivery information, and similar information and records, or matters pertaining to the Project which are furnished to the Project Participants or the CCP Manager by the Project Developer, experts, consultants or others.

(g) The approval or modification of any practices and procedures to be followed by Project Participants for, among other things, the production, scheduling, tagging, transmission, delivery, firming, balancing, exchanging, crediting, tracking, monitoring, remarketing, sale, or disposition of the Product, including the control and use of the Facility, and the supply, scheduling, and use of Charging Energy.

(h) The approval or modificaitotn of any arrangements and instruments entered into by the Project Developer or any affiliate thereof to, among other things, secure certain performance requirements, including, but not limited to, the ESSA, the Development Security or the Performance Security and any other letter of credit delivered to, or for the benefit of, CCP by the Project Developer and take such actions or make such recommendations as may be appropriate or desirable in connection therewith.

(i) The approval of policies or programs formulated by CCP or Project Developer for determining or estimating storage resources or the values, quantities, volumes, or costs of the Product from the Facility.

(j) Any recommendations made by the CCP Manager to the Project Developer as to the implementation of metering technologies and methodologies appropriate for the delivery, accounting for, transferring and crediting of the Product to the Point of Delivery (directly or through the Facility).

(k) The approval or disapproval of any specifications, vendors' proposals, bid evaluations, or any related matters with respect to the Facility.

(l) The approval of any Remedial Action Plan submitted by Project Developer to CCP pursuant to Section 2.4 of the ESSA.

(m) The approval of the submission of the written acknowledgement of the Commercial Operation Date in accordance with Section 2.2 of the ESSA.

(n) The approval of the return of the Development Security to Project Developer in accordance with Section 8.7 of the ESSA.

(o) The approval of the return of any unused Performance Security to Project Developer in accordance with Section 8.8 of the ESSA.

(p) The collection of any liquidated damages owed by Project Developer to CCP under the ESSA, or any draw upon the Development Security or Performance Security.

(q) Any dispute by CCP of an invoice pursuant to Section 8.5 of the ESSA.

(r) The collection of any damages owed by the Scheduling Coordinator to CCP under the Scheduling Coordinator Services Agreement or any action permitted by law to enforce CCP's rights under the Scheduling Coordinator Services Agreement, including but not limited to bringing any suit, action or proceeding at law or in equity as may be necessary or appropriate to recover damages and/or enforce any covenant, agreement, or obligation against the Scheduling Coordinator.

6.4. Subcommittees. The CCP Manager may establish as needed subcommittees including, but not limited to, auditing, legal, financial, engineering, mechanical, weather, geologic, diurnal, barometric, meteorological, operating, insurance, governmental relations, environmental, and public information subcommittees. The authority, membership, and duties of any subcommittee shall be established by the CCP Manager; provided, however, such authority, membership or duties shall not conflict with the provisions of the ESSA or this Agreement.

(a) Project Participant Expenses. Any expenses incurred by any representative of any Project Participant or group of Project Participants serving on any subcommittee in connection with their duties on such subcommittee shall be the responsibility of the Project Delegation. To secure the effective cooperation and interchange of information in a timely manner in connection with various administrative, technical, and other matters which may arise from time to time in connection with administration of the ESSA, in appropriate cases, duties and responsibilities of the CCP Board, as the case may be under this Section 6, may be delegated to the CCP Manager by the CCP Board upon notice to the Project Participants.

EXHIBIT C

ARTICLE 7

COORDINATED OPERATIONS AGREEMENT

7.1. Coordinated Operations Agreement. The Project Participants shall establish a Coordinated Operations Agreement by and among CCP and all Project Participants for purposes of operating the Project.

7.2. [Reserved].

EXHIBIT D

ARTICLE 8

OPERATING ACCOUNT

8.1. Calculation of Estimated Monthly Project Cost.

(a) No later than one hundred and eighty (180) days after the Effective Date, the CCP Manager shall present to the Project Participants a proposed Estimated Monthly Project Cost, which shall be equal to a forecast of expected Monthly Capacity Payments over an entire Contract Year, divided by twelve (12). The Project Participants shall review, and, if appropriate, recommend approval of, or modification to the proposed Estimated Monthly Project Cost.

8.2. Operating Account. CCP shall establish an Operating Account for each Project Participant that is accessible to and can be drawn upon by both CCP and the applicable Project Participant. Such Operating Accounts are for the purpose of providing a reliable source of funds for the payment obligations of the Project and, taking into account the variability of costs associated with the Project for the purpose of providing a reliable payment mechanism to address the ongoing costs associated with the Project.

(a) Operating Account Amount. The Operating Account Amount for each Project Participant shall be an amount equal to the Estimated Monthly Project Cost multiplied by three, the product of which is multiplied by such Project Participant's Entitlement Share ("**Operating Account Amount**").

(b) Initial Funding of Operating Account. By no later than sixty (60) days after CCP's notification to Project Participants of the Construction Start Date pursuant to Exhibit B of the ESSA, each Project Participant shall deposit into such Project Participant's Operating Account an amount equal to that Project Participant's Operating Account Amount.

(c) Use of Operating Account. CCP shall draw upon each Project Participant's Operating Account each month in an amount equal to the Monthly Costs multiplied by such Project Participant's Entitlement Share. As required by Section 9.5, each Project Participant must deposit sufficient funds into such Project Participant's Operating Account by the deadline specified in Section 9.5.

(d) Final Distribution of Operating Account. Following the expiration or earlier termination of the ESSA, and upon payment and satisfaction of any and all liabilities and obligations to make payments of the Project Participants under this Agreement and upon satisfaction of all remaining costs and obligations of CCP under the ESSA, any amounts then remaining in any Project Participant's Operating Account shall be paid to the associated Project Participant.

AMENDMENT NO. 1 TO
FISH LAKE GEOTHERMAL
PROJECT PARTICIPATION SHARE AGREEMENT

among

CENTRAL COAST COMMUNITY ENERGY

and

CITY AND COUNTY OF SAN FRANCISCO, ACTING BY AND THROUGH ITS PUBLIC UTILITIES COMMISSION CLEANPOWERSF

and

PENINSULA CLEAN ENERGY

and

REDWOOD COAST ENERGY AUTHORITY

and

CITY OF SAN JOSÉ, ADMINISTRATOR OF SAN JOSÉ CLEAN ENERGY

and

SILICON VALLEY CLEAN ENERGY

and

SONOMA CLEAN POWER

and

VALLEY CLEAN ENERGY

and

CALIFORNIA COMMUNITY POWER

AMENDMENT NO. 1 TO
FISH LAKE GEOTHERMAL
PROJECT PARTICIPATION SHARE AGREEMENT

This AMENDMENT NO. 1 to FISH LAKE GEOTHERMAL PROJECT PARTICIPATION SHARE AGREEMENT ("Amendment"), dated as of _________, (the "Amendment Effective Date") is entered into by and among Central Coast Clean Energy, a California joint powers authority, the City and County of San Francisco acting by and through its Public Utilities Commission, CleanPowerSF, Peninsula Clean Energy, a California joint powers authority, Redwood Coast Energy Authority, a California joint powers authority, City of San José, a California municipality, Silicon Valley Clean Energy, a California joint powers authority, Sonoma Clean Power, a California joint powers authority, and Valley Clean Energy, a California joint powers authority (each individually a "Project Participant" and collectively referred to as the "Project Participants") and California Community Power ("CCP"), a California joint powers authority. This Amendment is being provided pursuant to and in accordance with the terms and provisions of the Project Participation Share Agreement dated September 22, 2022 (the "PPSA") This Amendment, and the PPSA (as defined below), including any appendices, exhibits or amendments thereto, shall collectively be referred to as the "Agreement."

RECITALS

WHEREAS, CCP and the Project Participants entered into the Fish Lake Geothermal Project Participation Share with an Effective Date of September 22, 2022 (the "PPSA"); and

WHEREAS, CCP and the Project Participants desire to modify certain terms of the PPSA.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, CCP and the Project Participants mutually agree to the following:

1. Recitals. The Recitals stated above are true and correct and are incorporated by this reference into this Amendment No. 1.
2. Capitalized Terms. All capitalized terms used herein, which are not defined herein, shall have the meanings ascribed thereto in the PPSA, as amended hereby.
3. Amendments to the PPSA.
    a. Article 1 Definition of "Amended Annual Budget" is hereby deleted and replaced with the following language: **"Amended Annual Budget"** means the budget recommended by the CCP Manager and adopted by the CCP Board pursuant to Section 5.1(c) of this Agreement.

    b. Article 1 Definition of "Annual Budget" is hereby deleted and replaced with the following language: "**Annual Budget**" means the budget recommended by the CCP Manager and adopted by the CCP Board pursuant to Section 5.1(c) of this Agreement.

    c. Article 1 Definition of "CCP Manager" is hereby deleted and replaced with the following language: "**CCP Manager**" means the General Manager of California Community Power or any person who is designated by the CCP Board to act in the capacity of the General Manager.

d. Article 1 Definition of "Project Committee" is hereby deleted.

e. Article 1 Definition of "Project Rights" is hereby deleted and replaced with the following language: "**<u>Project Rights</u>**" means all rights and privileges of a Project Participant under this Agreement, including but not limited to its Entitlement Share, and its right to receive the Product from the Facility.

f. Article 1 Definition of "Shared Facilities Agreements" is hereby deleted and replaced with the following language: " **<u>Shared Facilities Agreements</u>**" has the meaning set forth in Section 6.3 of the PPA.

g. Article 5 is hereby deleted and replaced with the language contained in Exhibit A of this Amendment.

h. Article 6 is hereby deleted and replaced with the language contained in Exhibit B of this Amendment.

i. Article 8 is hereby deleted and replaced with the language contained in Exhibit C of this Amendment.

j. Exhibit C Section (a)(i)(A) "Establish Entitlement Share Reduction Compensation Amount" is hereby amended by deleting "call a meeting of the Project Committee and."

k. Exhibit C Section (a)(i)(A) "Establish Entitlement Share Reduction Compensation Amount" is hereby amended by deleting all reference to the "Project Committee" and replacing it with "Project Participants."

l. Exhibit C Section (a)(i)(B)(d) is hereby amended by deleting "approved by the Project Committee through a Normal Vote" and replacing it with "approved by the CCP Manager."

m. Exhibit C Section (a)(i)(B)(e) is hereby amended by deleting "and upon approval of such transfer by the Project Committee,."

n. Exhibit D of the PPSA is here by deleted.

4. No Other Changes. Except as provided in this Amendment, the PPSA is not modified and continues in full force and effect. From and after the date hereof, references to the PPSA will be understood to mean the PPSA as amended by this Amendment.

5. 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.

[*Signatures appear on following page.*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

California Community Power By: Name: ____________________ Title: ____________________ Approved as to form by Counsel By: Name: ____________________ Title: ____________________	Central Coast Community Energy By: Name: ____________________ Title: ____________________ Approved as to form by Counsel By: Name: ____________________ Title: ____________________
Clean Power San Francisco By: Name: ____________________ Title: ____________________ Approved as to form by Counsel By: Name: ____________________ Title: ____________________	

Peninsula Clean Energy By: Name: ______________________ Title: ______________________ Approved as to form by Counsel By: Name: ______________________ Title: ______________________	Redwood Coast Energy Authority By: Name: ______________________ Title: ______________________ Approved as to form by Counsel By: Name: ______________________ Title: ______________________
San José Clean Energy By: Name: ______________________ Title: ______________________ Approved as to form by Counsel By: Name: ______________________ Title: ______________________	Silicon Valley Clean Energy By: Name: ______________________ Title: ______________________ Approved as to form by Counsel By: Name: ______________________ Title: ______________________

Sonoma Clean Power	Valley Clean Energy
By:	By:
Name: ____________________________	Name: ____________________________
Title: ____________________________	Title: ____________________________
Approved as to form by Counsel	Approved as to form by Counsel
By:	By:
Name: ____________________________	Name: ____________________________
Title: ____________________________	Title: ____________________________

EXHIBIT A

ARTICLE 5
OBLIGATIONS OF CCP AND ROLE OF CCP BOARD

5.1. Obligations of CCP.

(a) CCP shall take such commercially reasonable actions or implement such commercially reasonable measures as may be necessary or desirable for the utilization, maintenance, or preservation of the rights and interests of the Project Participants in the Project including, if appropriate, such enforcement actions or other measures as CCP or the CCP Board deems to be in the Project Participants' best interests. To the extent not inconsistent with the PPA or other applicable agreements, CCP may also be authorized by the Project Participants to assume responsibilities for planning, designing, financing, developing, acquiring, insuring, contracting for, administering, operating, and maintaining the Project to effectuate the conveyance of the Product to Project Participants in accordance with Project Participants' Entitlement Shares.

(b) To the extent such services are available and can be carried forth in accordance with the PPA, CCP shall also provide such other services, as may be deemed necessary by CCP or the CCP Board to secure the benefits and/or satisfy the obligations associated with the PPA.

(c) Adoption of Annual Budget. The Annual Budget and any amendments to the Annual Budget shall be prepared and approved in accordance with this Section 5.1(c).

(i) The CCP Manager will prepare a proposed Annual Budget at least ninety (90) days prior to the beginning of each Contract Year during the term of this Agreement. The proposed Annual Budget shall be based on the prior Contract Year's actual costs and shall include reasonable estimates of the costs CCP expects to incur during the applicable Contract Year in association with the administration of the PPA, including the cost of insurance coverages that are determined to be attributable to the Project by action of the CCP Board. The CCP Manager shall present the proposed Annual Budget to the CCP Board. The CCP Board shall adopt the Annual Budget no later than thirty (30) days prior to the beginning of such Contract Year and shall cause copies of such adopted Annual Budget to be delivered to each Project Participant.

(A) For operating costs not otherwise collected through Articles 8 and 9 incurred prior to the Commercial Operation Date and which are approved by the CCP Board, including costs related to monitoring the development of the Project and other costs that are determined to be attributable to the Project by action of the CCP Board, shall be invoiced to each Project Participant based on their Project Entitlement Share.

(ii) At any time after the adoption of the Annual Budget for a Contract Year, the CCP Manager may prepare a proposed Amended Annual Budget for and applicable to the remainder of such Contract Year. The proposal shall (A) explain why an amendment to the Annual Budget is needed, (B) compare estimated costs against actual costs, and (C) describe the events that triggered the need for additional funding. The CCP Manager shall present the proposed Amended Annual Budget to the CCP Board. Upon adoption of the Amended Annual Budget by the CCP Board, such Amended Annual Budget shall apply to the remainder of the Contract Year

and the CCP Board shall cause copies of such adopted Amended Annual Budget to be delivered to each Project Participant.

(iii) Reports. CCP will prepare and issue to Project Participants the following reports each quarter of a year during the Term:

(A) Financial and operating statement relating to the Project.

(B) Variance report comparing the costs in the Annual Budget versus actual costs, and the status of other cost-related issues with respect to the Project. If CCP incurred any costs to provide services that were deemed necessary pursuant to Section 5.1(b), the variance report shall identify the costs and describe the services provided.

(d) Records and Accounts. CCP will keep, or cause to be kept, accurate records and accounts of the Project as well as of the operations relating to the Project, all in a manner similar to accepted accounting methodologies associated with similar projects. All transactions of CCP relating to the Project with respect to each Contract Year shall be subject to an annual audit. Each Project Participant shall have the right at its own expense to examine and copy the records and accounts referred to above on reasonable notice during regular business hours.

(e) Information Sharing. Upon CCP's request, each Project Participant agrees to coordinate with CCP to provide such information, documentation, and certifications that are reasonably necessary for the design, financing, refinancing, development, operation, administration, maintenance, and ongoing activities of the Project, including information required to respond to requests for such information from any federal, state, or local regulatory body or other authority.

(f) [Reserved].

(g) Deposit of Insurance Proceeds. CCP shall promptly deposit any insurance proceeds received by CCP from any insurance obtained pursuant to this Agreement or otherwise associated with the Project into the Operating Accounts of the Project Participants based on each Project Participants' Entitlement Shares.

(h) Liquidated and Other Damages. Any amounts paid to CCP, or applied against payments otherwise due by CCP pursuant to the PPA or each Project Participant's respective BLPTA, by the Project Developer shall be deposited on a pro rata share, based on each Project Participant's Entitlement Share into each Project Participant's Operating Account. Liquidated damages include, but are not limited to Daily Delay Damages, RA Deficiency Amount, Capacity Damages, Guaranteed Energy Production Damages, Damage Payment, and Termination Payment.

(i) Environmental Attributes. CCP shall take such actions or implement such measures as may be necessary to facilitate the transfer of Environmental Attributes from the Project Developer to the Project Participants.

(j) Resale of Product. Any Project Participant may direct CCP to remarket such Project Participant's Entitlement Share of the Product, or such Project Participant's Entitlement Share of any part of the Product. If CCP incurs any expenses associated with the remarketing activities pursuant to this Section 5.1(j), then CCP shall include the total amount of such expenses as a Monthly Cost on the Project Participant's next Billing Statement. Prior to offering the Project Participant's Entitlement Share of the Product, or the Project Participant's Entitlement Share of any part of the Product to any third party, CCP shall first offer the Product or portion of the Product to the other Project Participants. The amount of compensation paid to the selling Project Participant shall be negotiated and agreed to between the selling Project Participant and the purchasing Project Participant or third party. Any payments for any resold Product pursuant to this Section 5.1(j) shall be transmitted directly from the purchasing Project Participant or purchasing third party to the reselling Project Participant. Any such resale to a third party shall not convey any rights or authority over the operation of the Project, and the Project Participant shall not make a representation to the third party that the resale conveys any rights or authority over the operation of the Project.

(k) Uncontrollable Forces. CCP shall not be required to provide, and CCP shall not be liable for failure to provide, the Product, Replacement RA, or other service under this Agreement when such failure, or the cessation or curtailment of, or interference with, the service is caused by Uncontrollable Forces or by the failure of the Project Developer, or its successors or assigns, to obtain any required governmental permits, licenses, or approvals to acquire, administer, or operate the Project; provided, however, that the Project Participants shall not thereby be relieved of their obligations to make payments under this Agreement except to the extent CCP is so relieved pursuant to the PPA, and provided further that CCP shall pursue all applicable remedies against the Project Developer under the PPA and distribute any remedies obtained pursuant to Section 5.1(h).

(l) Insurance. Within one hundred and eighty days (180) of the Effective Date of this Agreement, CCP shall secure and maintain, during the Term, insurance coverage as follows:

(i) Commercial General Liability. CCP shall maintain, or cause to be maintained, commercial general liability insurance, including products and completed operations and personal injury insurance, in a minimum amount of One Million Dollars ($1,000,000) per occurrence, and an annual aggregate of not less than Two Million Dollars ($2,000,000), endorsed to provide contractual liability in said amount, specifically covering CCP's obligations under this Agreement and including each Project Participant as an additional insured.

(ii) Employer's Liability Insurance. CCP, 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.

(iii) Workers' Compensation Insurance. CCP, if it has employees, shall also maintain at all times during the Term workers' compensation and employers' liability insurance coverage in accordance with statutory amounts, with employer's liability limits of not less than One Million Dollars ($1,000,000.00) for each accident, injury, or illness; and include a blanket waiver of subrogation.

(iv) Business Auto Insurance. CCP shall maintain at all times during the 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 CCP'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 each Project Participant as an additional insured and contain standard cross-liability and severability of interest provisions.

(v) Public Entity Liability Insurance. CCP shall maintain public entity liability insurance, including public officials' liability insurance, public entity reimbursement insurance, and employment practices liability insurance in an amount not less than One Million Dollars ($1,000,000) per claim, and an annual aggregate of not less than One Million Dollars ($1,000,000) and CCP shall maintain such coverage for at least two (2) years from the termination of this Agreement.

(m) Evidence of Insurance. Within ten (10) days after the deadline for securing insurance coverage specified in Section 5.1(l), and upon annual renewal thereafter, CCP shall deliver to each Project Participant 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 a form evidencing all coverages set forth above. Such certificates shall specify that each Project Participant shall be given at least thirty (30) days prior Notice by CCP in the event of cancellation or termination of coverage. Such insurance shall be primary coverage without right of contribution from any insurance of each Project Participant. Any other insurance maintained by CCP not associated with this Agreement is for the exclusive benefit of CCP and shall not in any manner inure to the benefit of Project Participants. The general liability, auto liability and worker's compensation policies shall be endorsed with a waiver of subrogation in favor of each Project Participant for all work performed by CCP, its employees, agents and sub-contractors.

5.2. Role of CCP Board.

(a) The rights and obligations of CCP under the PPA shall be subject to the ultimate control at all times of the CCP Board. The CCP Board shall have, in addition to the duties and responsibilities set forth elsewhere in this Agreement, the duties and responsibilities listed below, among others. The actions identified in Section 5.2(a)(ii) through (a)(ix) and Section 5.2(a)(xiii) shall require CCP Board approval.

(i) Dispute Resolution. The CCP Board shall review, discuss and attempt to resolve any disputes among CCP, any of the Project Participants, and the Project Developer relating to the Project, the operation and management of the Facility, and CCP's rights and interests in the Facility.

(ii) PPA. The CCP Board shall have the authority to review, modify, and approve, as appropriate, all amendments, modifications, and supplements to the PPA.

(iii) Capital Improvements. The CCP Board shall review, modify, and approve, if appropriate, all Capital Improvements undertaken with respect to the Project and all financing arrangements for such Capital Improvements. The CCP Board shall approve those budgets or other provisions for the payments associated with the Project and the financing for any development associated with the Project.

(iv) [Reserved].

(v) Budgeting. Upon the submission of a proposed Annual Budget or proposed Amended Annual Budget, the CCP Board shall review, modify, and approve each Annual Budget and Amended Annual Budget in accordance with Section 5.1(c) of this Agreement.

(vi) Early Termination of PPA. The CCP Board shall review, modify, and approve the recommendations of the CCP Manager, made pursuant to Section 6.2(b) of this Agreement, as to an early termination of the PPA pursuant to Section 11.2 of the PPA.

(vii) Assignment by Project Developer. The CCP Board shall review, modify, and approve the recommendations of the CCP Manager, made pursuant to Section 6.2(c) of this Agreement, as to any assignment by Project Developer pursuant to Section 14.1 of the PPA other than any assignment pursuant to Sections 14.2 or 14.3 of the PPA.

(viii) Buyer Financing Assignment. The CCP Board shall review, modify, and approve the recommendations of the CCP Manager, made pursuant to Section 6.2(d) of this Agreement, as to an assignment by CCP to a financing entity.

(ix) Change of Control. The CCP Board shall review, modify, and approve the recommendations of the CCP Manager, made pursuant to Section 6.2(e) of this Agreement, as to any Change of Control requiring CCP's consent, as specified in Section 14.1 of the PPA.

(x) Supervening Authority of the Board. The CCP Board has complete and plenary supervening power and authority to act upon any matter which is capable of being acted upon by the CCP Manager or which is specified as being within the authority of the CCP Manager pursuant to the provisions of this Agreement.

(xi) Other Matters. The CCP Board is authorized to perform such other functions and duties, including oversight of those matters and responsibilities addressed by the CCP Manager as may be provided for under this Agreement and under the PPA, or as may otherwise be appropriate.

(xii) Periodic Audits. The CCP Board or the CCP Manager may arrange for the annual audit by certified accountants, selected by the CCP Board and experienced in electric generation or electric utility accounting, of the books and accounting records of CCP, the Project Developer to the extent authorized under the PPA, and any other counterparty under any agreement to the extent allowable, and such audit shall be completed and submitted to the CCP Board as soon as reasonably practicable after the close of the Contract Year. CCP shall promptly furnish to the Project Participant copies of all audits. No more frequently than once every calendar year, each Project Participant may, at its sole cost and expense, audit, or cause to be audited the books and cost records of CCP, and/or the Project Developer to the extent authorized under the PPA.

(xiii) Compliance Expenditures. The CCP Board shall review, modify, and approve the recommendations of the CCP Manager, made pursuant to Section 6.2(f) of this Agreement, as to Compliance Expenditures, as specified in Section 3.12(c), (d), and (e) of the PPA. If the CCP Board authorizes CCP to agree to reimburse Project Developer for Accepted Compliance Costs, then such amount shall be added to the amount of Operating Costs included in the Monthly Cost calculation for the subsequent month.

(b) Pursuant to Section 5.06 of the Joint Powers Agreement, this Agreement modifies the voting rules of the CCP Board for purposes of approving or acting on any matter identified in this Agreement, as follows:

(i) Quorum. A quorum shall consist of a majority of the CCP Board members that represent Project Participants.

(ii) Voting. Each CCP Board member that represents a Project Participant shall have one vote for any matter identified in this Agreement. Any CCP Board member representing a CCP member that is not a Project Participant shall abstain from voting on any matter identified in this Agreement. A vote of the majority of the CCP Board members representing Project Participants that are in attendance shall be sufficient to constitute action, provided a quorum is established and maintained.

EXHIBIT B

ARTICLE 6

ROLE AND RESPONSIBILITIES OF CCP MANAGER

6.1. Role of CCP Manager. The CCP Manager shall take all actions necessary to ensure that CCP fulfills its obligations under this Agreement, including the obligations set forth in Section 5.1. The CCP Manager is authorized to take any action that CCP is authorized to take, except those actions that expressly require CCP Board approval. In addition to any duties or responsibilities set forth elsewhere in this Agreement, the CCP Manager is directed to do the following:

(a) Consult with the Project Participants with respect to the ongoing administration of the Project, including through the formation of advisory subcommittees.

(b) Oversee, as appropriate, the completion of any Project design, feasibility, or planning studies or activities.

(c) Review, discuss, and attempt to resolve any disputes among the Project Participants relating to this Agreement or the PPA.

(d) Review each invoice submitted by Project Developer and request such other data necessary to support the review of such invoices.

(e) Respond to any requests for tax-related documentation by the Project Developer.

(f) Provide the Project Developer with Financial Statements as may be required by the PPA.

(g) Correspond with the Project Developer to compile and distribute to Project Participants information and/or documents required for Project Participants to submit reports to any federal, state, or local regulatory body or other authority regarding the Project in such format as required by applicable authority, and respond to any request by a Project Participant for information or documents that are reasonably available to (i) allow the Project Participant to respond to requests for such information from any federal, state, or local regulatory body or other authority; or (ii) for a Project Participant to conduct planning, budgeting, or other regulatory activities.

(h) Upon a request or demand by any third person that is not a Party to the PPA or a Project Participant, for Confidential Information as described in Section 18.2 of the PPA, the CCP Manager shall notify the Project Developer and coordinate the response of CCP and Project Participants.

(i) Review Progress Reports provided by Project Developer to CCP pursuant to Section 2.3 of the PPA and participate in any associated meetings with Project Developer to discuss construction progress. If Project Developer provides a Progress Report to CCP, the CCP

Manager shall promptly provide such Progress Report to each Project Participant. The CCP Manager shall promptly notify the Project Participants upon receiving a Progress Report from the Project Developer that identifies a delay to the Construction Start Date or Commercial Operation Date.

(j) Take any necessary actions or implement such measures as may be necessary to facilitate the transfer of Environmental Attributes from the Project Developer to the Project Participants.

(k) Perform such other functions and duties as may be provided for under this Agreement, the PPA, or as may otherwise be appropriate or beneficial to the Project or the Project Participants, unless such action requires CCP Board approval pursuant to this Agreement.

6.2. CCP Manager Recommendations to the CCP Board.

(a) Budgeting. Recommend each proposed Annual Budget and proposed Amended Annual Budget for submission to the CCP Board for final approval.

(b) Early Termination of PPA. Recommend to the CCP Board an early termination of the PPA pursuant to Section 11.2 of the PPA.

(c) Assignment by Project Developer. Recommend to the CCP Board any proposed assignment by Project Developer pursuant to Section 14.1 of the PPA other than any assignment pursuant to Sections 14.2 or 14.3 of the PPA.

(d) Buyer Financing Assignment. Recommend to the CCP Board an assignment by CCP to a financing entity.

(e) Change of Control. Recommend to the CCP Board any Change of Control requiring CCP's consent, as specified in Section 14.1 of the PPA.

(f) Compliance Expenditures. Recommend to the CCP Board any Compliance Expenditures, as specified in Section 3.12(c), (d), and (e) of the PPA.

6.3. CCP Manager Report to CCP Board on Actions relating to the PPA or the Project. The CCP Manager shall report to the CCP Board on the occurrence of any of the following actions taken by the CCP Manager. Such report may be written or oral and shall be provided at the next CCP Board Meeting occurring within a reasonable amount of time after the action was taken. Any information included as part of such report may be provided by the CCP Manager in a manner that maintains the confidentiality of such information, as reasonably determined to be necessary by the CCP Manager.

(a) Any recommendations made by the CCP Manager to the Project Developer on the design of the Project.

(b) Confirmation by the CCP Manager that the requirements of Exhibit B of the PPA have been satisfied, such that the Guaranteed Construction Start Date and/or Guaranteed Commercial Operation Date has been extended.

(c) Any exercise of CCP's rights under the PPA upon the occurrence of an Event of Default has occurred under Section 11.1 of the PPA.

(d) The approval of any rules, procedures, and protocols for the administration of the Project, including rules, procedures, and protocols for the management of the costs of the Facility and the scheduling, handling, tagging, dispatching, and crediting of the Product, the handling and crediting of Environmental Attributes associated with the Facility and the control and use of the Facility.

(e) The approval of any rules, procedures, and protocols for the monitoring, inspection, and the exercise of due diligence activities relating to the operation of the Facility.

(f) The approval or other action relating to the form or content of any written statistical, administrative, or operational reports, Facility-related data and technical information, facility reliability data, transmission information, forecasting, scheduling, dispatching, tagging, parking, firming, exchanging, balancing, movement, or other delivery information, and similar information and records, or matters pertaining to the Project which are furnished to the Project Participants or the CCP Manager by the Project Developer, experts, consultants or others.

(g) The approval or modification of any practices and procedures to be followed by Project Participants for, among other things, the production, scheduling, tagging, transmission, delivery, firming, balancing, exchanging, crediting, tracking, monitoring, remarketing, sale, or disposition of the Product, including the control and use of the Facility.

(h) The approval or modification of any arrangements and instruments entered into by the Project Developer or any affiliate thereof to, among other things, secure certain performance requirements, including, but not limited to, the PPA, the Development Security or the Performance Security and any other letter of credit delivered to, or for the benefit of, CCP by the Project Developer and take such actions or make such recommendations as may be appropriate or desirable in connection therewith.

(i) The approval of policies or programs formulated by CCP or Project Developer for determining or estimating the values, quantities, volumes, or costs of the Product from the Facility.

(j) Any recommendations made by the CCP Manger to the Project Developer as to the implementation of metering technologies and methodologies appropriate for the delivery, accounting for, transferring and crediting of the Product to the Point of Delivery (directly or through the Facility).

(k) The approval or disapproval of any specifications, vendors' proposals, bid evaluations, or any related matters with respect to the Facility.

(l) The approval of any Remedial Action Plan submitted by Project Developer to CCP pursuant to Section 2.4 of the PPA.

(m) The approval of the submission of the written acknowledgement of the Commercial Operation Date in accordance with Section 2.2 of the PPA.

(n) The approval of the return of the Development Security to Project Developer in accordance with Section 8.8 of the PPA.

(o) The approval of the return of any unused Performance Security to Project Developer in accordance with Section 8.9 of the PPA.

(p) The collection of any liquidated damages owed by Project Developer to CCP under the PPA, or any draw upon the Development Security or Performance Security.

(q) Any dispute by CCP of an invoice pursuant to Section 8.5 of the PPA.

(r) The approval of the return of the CP Security to Project Developer in accordance with Section 8.7 of the PPA.

(s) The approval of the submission of the Pseudo-tie Participating Generator Agreement in accordance with Section 2.2(b) of the PPA.

(t) The approval of the submission of the Meter Service Agreement in accordance with Section 2.2(c) of the PPA.

(u) The approval of the submission of the Interconnection Agreement in accordance with Section 2.2(d) of the PPA.

(v) Confirmation by the CCP Manager that Project Developer has secured the required Firm Transmission Rights in accordance with Section 2.2(f) of the PPA.

(w) Confirmation by the CCP Manager that Project Developer has received CEC Precertification for the Facility in accordance with Section 2.2(g) of the PPA.

(x) Any direction to the Project Developer to submit a Green-e® Energy Tracking Attestation Form the Product delivered under the PPA to the Center for Resource Solutions pursuant to Section 4.10 of the PPA.

(y) Any direction to the Project Developer to change the Negative LMP Strike Price in pursuant to subdivisions (e) of Exhibit C of the PPA.

6.4. <u>Subcommittees</u>. The CCP Manager may establish as needed subcommittees including, but not limited to, auditing, legal, financial, engineering, mechanical, weather, geologic, diurnal, barometric, meteorological, operating, insurance, governmental relations, environmental, and public information subcommittees. The authority, membership, and duties of any subcommittee shall be established by the CCP Manager; provided, however, such authority, membership or duties shall not conflict with the provisions of the PPA or this Agreement.

(a) Project Participant Expenses. Any expenses incurred by any representative of any Project Participant or group of Project Participants serving on any subcommittee in connection with their duties on such subcommittee shall be the responsibility of the Project Participant which they represent and shall not be an expense payable under this Agreement.

6.5. Delegation. To secure the effective cooperation and interchange of information in a timely manner in connection with various administrative, technical, and other matters which may arise from time to time in connection with administration of the PPA, in appropriate cases, duties and responsibilities of the CCP Board, as the case may be under this Section 6, may be delegated to the CCP Manager by the CCP Board upon notice to the Project Participants.

EXHIBIT C

ARTICLE 8

OPERATING ACCOUNT

8.1. Calculation of Estimated Monthly Project Cost.

(a) No later than one hundred and eighty (180) days after the Effective Date, the CCP Manager shall present to the Project Participants a proposed Estimated Monthly Project Cost, which shall be equal to the single highest forecasted Monthly Cost over the first Contract Year. The Project Participants shall review, and, if appropriate, recommend approval of or modification to the proposed Estimated Monthly Project Cost.

8.2. Operating Account. CCP shall establish an Operating Account for each Project Participant that is accessible to and can be drawn upon by both CCP and the applicable Project Participant. Such Operating Accounts are for the purpose of providing a reliable source of funds for the payment obligations of the Project and, taking into account the variability of costs associated with the Project for the purpose of providing a reliable payment mechanism to address the ongoing costs associated with the Project.

(a) Operating Account Amount. The Operating Account Amount for each Project Participant shall be an amount equal to the Estimated Monthly Project Cost multiplied by three (3), the product of which is multiplied by such Project Participant's Entitlement Share ("**Operating Account Amount**").

(b) Initial Funding of Operating Account. By no later than sixty (60) days after CCP's notification to Project Participants of the Construction Start Date pursuant to Exhibit B of the PPA, the Effective Date, each Project Participant shall deposit into such Project Participant's Operating Account an amount equal to that Project Participant's Operating Account Amount.

(c) Use of Operating Account. CCP shall draw upon each Project Participant's Operating Account each month in an amount equal to the Monthly Costs multiplied by such Project Participant's Entitlement Share. As required by Section 9.5, each Project Participant must deposit sufficient funds into such Project Participant's Operating Account by the deadline specified in Section 9.5.

(d) Final Distribution of Operating Account. Following the expiration or earlier termination of the PPA, and upon payment and satisfaction of any and all liabilities and obligations to make payments of the Project Participants under this Agreement and upon satisfaction of all remaining costs and obligations of CCP under the PPA, any amounts then remaining in any Project Participant's Operating Account shall be paid to the associated Project Participant.

AMENDMENT NO. 1 TO
ORGP LLP GEOTHERMAL PORTFOLIO
PROJECT PARTICIPATION SHARE AGREEMENT

among

CENTRAL COAST COMMUNITY ENERGY

and

CITY AND COUNTY OF SAN FRANCISCO, ACTING BY AND THROUGH ITS PUBLIC UTILITIES COMMISSION CLEANPOWERSF

and

PENINSULA CLEAN ENERGY AUTHORITY

and

REDWOOD COAST ENERGY AUTHORITY

and

CITY OF SAN JOSÉ, ADMINISTRATOR OF SAN JOSÉ CLEAN ENERGY

and

SILICON VALLEY CLEAN ENERGY AUTHORITY

and

SONOMA CLEAN POWER AUTHORITY

and

VALLEY CLEAN ENERGY

and

CALIFORNIA COMMUNITY POWER

AMENDMENT NO. 1 TO

ORGP LLP GEOTHERMAL PORTFOLIO

PROJECT PARTICIPATION SHARE AGREEMENT

This AMENDMENT NO. 1 to ORGP LLP GEOTHERMAL PORTFOLIO PROJECT PARTICIPATION SHARE AGREEMENT ("Amendment"), dated as of _________, (the "Amendment Effective Date") is entered into by and among Central Coast Clean Energy, a California joint powers authority, the City and County of San Francisco acting by and through its Public Utilities Commission, CleanPowerSF, Peninsula Clean Energy Authority, a California joint powers authority, Redwood Coast Energy Authority, a California joint powers authority, City of San José, a California municipality, Silicon Valley Clean Energy Authority, a California joint powers authority, Sonoma Clean Power Authority, a California joint powers authority, and Valley Clean Energy, a California joint powers authority. This Amendment is being provided pursuant to and in accordance with the terms and provisions of the Project Participation Share Agreement dated September 22, 2022 (the "PPSA") This Amendment, and the PPSA (as defined below), including any appendices, exhibits or amendments thereto, shall collectively be referred to as the "Agreement."

RECITALS

WHEREAS, CCP and the Project Participants entered into the ORGP LLP Geothermal Portfolio Project Participation Share with an Effective Date of September 22, 2022 (the "PPSA"); and

WHEREAS, CCP and the Project Participants desire to modify certain terms of the PPSA.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, CCP and the Project Participants mutually agree to the following:

1. Recitals. The Recitals stated above are true and correct and are incorporated by this reference into this Amendment No. 1.

2. Capitalized Terms. All capitalized terms used herein, which are not defined herein, shall have the meanings ascribed thereto in the PPSA, as amended hereby.

3. Amendments to the PPSA.

   a. Article 1 Definition of "Amended Annual Budget" is hereby deleted and replaced with the following language: **"Amended Annual Budget"** means the budget recommended by the CCP Manager and adopted by the CCP Board pursuant to Section 5.1(c) of this Agreement.

   b. Article 1 Definition of "Annual Budget" is hereby deleted and replaced with the following language: "**Annual Budget**" means the budget recommended by the CCP Manager and adopted by the CCP Board pursuant to Section 5.1(c) of this Agreement.

   c. Article 1 Definition of "CCP Manager" is hereby deleted and replaced with the following language: "**CCP Manager**" means the General Manager of California Community Power or any person who is designated by the CCP Board to act in the capacity of the General Manager.

d. Article 1 Definition of "Project Committee" is hereby deleted.

e. Article 1 Definition of "Project Rights" is hereby deleted and replaced with the following language: "**Project Rights**" means all rights and privileges of a Project Participant under this Agreement, including but not limited to its Entitlement Share, and its right to receive the Product from the Facility.

f. Article 5 is hereby deleted and replaced with the language contained in Exhibit A of this Amendment.

g. Article 6 is hereby deleted and replaced with the language contained in Exhibit B of this Amendment.

h. Article 8 is hereby deleted and replaced with the language contained in Exhibit C of this Amendment.

i. Exhibit C Section (a)(i)(A) "Establish Entitlement Share Reduction Compensation Amount" is hereby amended by deleting "call a meeting of the Project Committee and."

j. Exhibit C Section (a)(i)(A) "Establish Entitlement Share Reduction Compensation Amount" is hereby amended by deleting all reference to the "Project Committee" and replacing it with "Project Participants."

k. Exhibit C Section (a)(i)(B)(d) is hereby amended by deleting "approved by the Project Committee through a Normal Vote" and replacing it with "approved by the CCP Manager."

l. Exhibit C Section (a)(i)(B)(e) is hereby amended by deleting "and upon approval of such transfer by the Project Committee,."

m. Exhibit D of the PPSA is here by deleted.

4. No Other Changes. Except as provided in this Amendment, the PPSA is not modified and continues in full force and effect. From and after the date hereof, references to the PPSA will be understood to mean the PSSA as amended by this Amendment.

5. 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.

[*Signatures appear on following page.*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

California Community Power By: Name: ____________________ Title: ____________________ Approved as to form by Counsel By: Name: ____________________ Title: ____________________	Central Coast Community Energy By: Name: ____________________ Title: ____________________ Approved as to form by Counsel By: Name: ____________________ Title: ____________________
Clean Power San Francisco By: Name: ____________________ Title: ____________________ Approved as to form by Counsel By: Name: ____________________ Title: ____________________	

Peninsula Clean Energy By: Name: ______________________ Title: ______________________ Approved as to form by Counsel By: Name: ______________________ Title: ______________________	Redwood Coast Energy Authority By: Name: ______________________ Title: ______________________ Approved as to form by Counsel By: Name: ______________________ Title: ______________________
San José Clean Energy By: Name: ______________________ Title: ______________________ Approved as to form by Counsel By: Name: ______________________ Title: ______________________	Silicon Valley Clean Energy By: Name: ______________________ Title: ______________________ Approved as to form by Counsel By: Name: ______________________ Title: ______________________

Sonoma Clean Power	Valley Clean Energy
By:	By:
Name: ____________________________	Name: ____________________________
Title: ____________________________	Title: ____________________________
Approved as to form by Counsel	Approved as to form by Counsel
By:	By:
Name: ____________________________	Name: ____________________________
Title: ____________________________	Title: ____________________________

EXHIBIT A

ARTICLE 5
OBLIGATIONS OF CCP AND ROLE OF BOARD

5.1. Obligations of CCP.

(a) CCP shall take such commercially reasonable actions or implement such commercially reasonable measures as may be necessary or desirable for the utilization, maintenance, or preservation of the rights and interests of the Project Participants in the Project including, if appropriate, such enforcement actions or other measures as CCP or the CCP Board deems to be in the Project Participants' best interests. To the extent not inconsistent with the PPA or other applicable agreements, CCP may also be authorized by the Project Participants to assume responsibilities for planning, designing, financing, developing, acquiring, insuring, contracting for, administering, operating, and maintaining the Project to effectuate the conveyance of the Product to Project Participants in accordance with Project Participants' Entitlement Shares.

(b) To the extent such services are available and can be carried forth in accordance with the PPA, CCP shall also provide such other services, as may be deemed necessary by CCP or the CCP Board to secure the benefits and/or satisfy the obligations associated with the PPA.

(c) Adoption of Annual Budget. The Annual Budget and any amendments to the Annual Budget shall be prepared and approved in accordance with this Section 5.1(c).

(i) The CCP Manager will prepare a proposed Annual Budget at least ninety (90) days prior to the beginning of each Contract Year during the term of this Agreement. The proposed Annual Budget shall be based on the prior Contract Year's actual costs and shall include reasonable estimates of the costs CCP expects to incur during the applicable Contract Year in association with the administration of the PPA, including the cost of insurance coverages that are determined to be attributable to the Project by action of the CCP Board. The CCP Manager shall present the proposed Annual Budget to the CCP Board. The CCP Board shall adopt the Annual Budget no later than thirty (30) days prior to the beginning of such Contract Year and shall cause copies of such adopted Annual Budget to be delivered to each Project Participant.

(A) For operating costs not otherwise collected through Articles 8 and 9 incurred prior to the Commercial Operation Date and which are approved by the CCP Board, including costs related to monitoring the development of the Project and other costs that are determined to be attributable to the Project by action of the CCP Board, shall be invoiced to each Project Participant based on their Project Entitlement Share.

(ii) At any time after the adoption of the Annual Budget for a Contract Year, the CCP Manager may prepare a proposed Amended Annual Budget for and applicable to the remainder of such Contract Year. The proposal shall (A) explain why an amendment to the Annual Budget is needed, (B) compare estimated costs against actual costs, and (C) describe the events that triggered the need for additional funding. The CCP Manager shall present the proposed Amended Annual Budget to the CCP Board. Upon adoption of the Amended Annual Budget by the CCP Board, such Amended Annual Budget shall apply to the remainder of the Contract Year

and the CCP Board shall cause copies of such adopted Amended Annual Budget to be delivered to each Project Participant.

(iii) Reports. CCP will prepare and issue to Project Participants the following reports each quarter of a year during the Term:

(A) Financial and operating statement relating to the Project.

(B) Variance report comparing the costs in the Annual Budget versus actual costs, and the status of other cost-related issues with respect to the Project. If CCP incurred any costs to provide services that were deemed necessary pursuant to Section 5.1(b), the variance report shall identify the costs and describe the services provided.

(d) Records and Accounts. CCP will keep, or cause to be kept, accurate records and accounts of the Project as well as of the operations relating to the Project, all in a manner similar to accepted accounting methodologies associated with similar projects. All transactions of CCP relating to the Project with respect to each Contract Year shall be subject to an annual audit. Each Project Participant shall have the right at its own expense to examine and copy the records and accounts referred to above on reasonable notice during regular business hours.

(e) Information Sharing. Upon CCP's request, each Project Participant agrees to coordinate with CCP to provide such information, documentation, and certifications that are reasonably necessary for the design, financing, refinancing, development, operation, administration, maintenance, and ongoing activities of the Project, including information required to respond to requests for such information from any federal, state, or local regulatory body or other authority.

(f) [Reserved].

(g) Deposit of Insurance Proceeds. CCP shall promptly deposit any insurance proceeds received by CCP from any insurance obtained pursuant to this Agreement or otherwise associated with the Project into the Operating Accounts of the Project Participants based on each Project Participants' Entitlement Shares.

(h) Liquidated and Other Damages. Any amounts paid to CCP, or applied against payments otherwise due by CCP pursuant to the PPA or each Project Participant's respective BLPTA, by the Project Developer shall be deposited on a pro rata share, based on each Project Participant's Entitlement Share into each Project Participant's Operating Account. Liquidated damages include, but are not limited to Delay Damages, RA Deficiency Amount, Capacity Buydown Damages, Shortfall Liquidated Damages, Damage Payment, and Termination Payment.

(i) Green Attributes. CCP shall take such actions or implement such measures as may be necessary to facilitate the transfer of Green Attributes from the Project Developer to the Project Participants.

(j) Resale of Product. Any Project Participant may direct CCP to remarket such Project Participant's Entitlement Share of the Product, or such Project Participant's Entitlement

Share of any part of the Product. If CCP incurs any expenses associated with the remarketing activities pursuant to this Section 5.1(j), then CCP shall include the total amount of such expenses as a Monthly Cost on the Project Participant's next Billing Statement. Prior to offering the Project Participant's Entitlement Share of the Product, or the Project Participant's Entitlement Share of any part of the Product to any third party, CCP shall first offer the Product or portion of the Product to the other Project Participants. The amount of compensation paid to the selling Project Participant shall be negotiated and agreed to between the selling Project Participant and the purchasing Project Participant or third party. Any payments for any resold Product pursuant to this Section 5.1(j) shall be transmitted directly from the purchasing Project Participant or purchasing third party to the reselling Project Participant. Any such resale to a third party shall not convey any rights or authority over the operation of the Project, and the Project Participant shall not make a representation to the third party that the resale conveys any rights or authority over the operation of the Project.

(k) Uncontrollable Forces. CCP shall not be required to provide, and CCP shall not be liable for failure to provide, the Product, Replacement RA, or other service under this Agreement when such failure, or the cessation or curtailment of, or interference with, the service is caused by Uncontrollable Forces or by the failure of the Project Developer, or its successors or assigns, to obtain any required governmental permits, licenses, or approvals to acquire, administer, or operate the Project; provided, however, that the Project Participants shall not thereby be relieved of their obligations to make payments under this Agreement except to the extent CCP is so relieved pursuant to the PPA, and provided further that CCP shall pursue all applicable remedies against the Project Developer under the PPA and distribute any remedies obtained pursuant to Section 5.1(h).

(l) Insurance. Within one hundred and eighty days (180) of the Effective Date of this Agreement, CCP shall secure and maintain, during the Term, insurance coverage as follows:

(i) Commercial General Liability. CCP shall maintain, or cause to be maintained, commercial general liability insurance, including products and completed operations and personal injury insurance, in a minimum amount of One Million Dollars ($1,000,000) per occurrence, and an annual aggregate of not less than Two Million Dollars ($2,000,000), endorsed to provide contractual liability in said amount, specifically covering CCP's obligations under this Agreement and including each Project Participant as an additional insured.

(ii) Employer's Liability Insurance. CCP, 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.

(iii) Workers' Compensation Insurance. CCP, if it has employees, shall also maintain at all times during the Term workers' compensation and employers' liability insurance coverage in accordance with statutory amounts, with employer's liability limits of not less than One Million Dollars ($1,000,000.00) for each accident, injury, or illness; and include a blanket waiver of subrogation.

(iv) Business Auto Insurance. CCP shall maintain at all times during the 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 CCP'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 each Project Participant as an additional insured and contain standard cross-liability and severability of interest provisions.

(v) Public Entity Liability Insurance. CCP shall maintain public entity liability insurance, including public officials' liability insurance, public entity reimbursement insurance, and employment practices liability insurance in an amount not less than One Million Dollars ($1,000,000) per claim, and an annual aggregate of not less than One Million Dollars ($1,000,000) and CCP shall maintain such coverage for at least two (2) years from the termination of this Agreement.

(m) Evidence of Insurance. Within ten (10) days after the deadline for securing insurance coverage specified in Section 5.1(l), and upon annual renewal thereafter, CCP shall deliver to each Project Participant 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 a form evidencing all coverages set forth above. Such certificates shall specify that each Project Participant shall be given at least thirty (30) days prior Notice by CCP in the event of cancellation or termination of coverage. Such insurance shall be primary coverage without right of contribution from any insurance of each Project Participant. Any other insurance maintained by CCP not associated with this Agreement is for the exclusive benefit of CCP and shall not in any manner inure to the benefit of Project Participants. The general liability, auto liability and worker's compensation policies shall be endorsed with a waiver of subrogation in favor of each Project Participant for all work performed by CCP, its employees, agents and sub-contractors.

5.2. Role of CCP Board.

(a) The rights and obligations of CCP under the PPA shall be subject to the ultimate control at all times of the CCP Board. The CCP Board shall have, in addition to the duties and responsibilities set forth elsewhere in this Agreement, the duties and responsibilities listed below, among others. The actions identified in Section 5.2(a)(ii) through (a)(ix) and Section 5.2(a)(xiii) shall require CCP Board approval.

(i) Dispute Resolution. The CCP Board shall review, discuss and attempt to resolve any disputes among CCP, any of the Project Participants, and the Project Developer relating to the Project, the operation and management of the Project, and CCP's rights and interests in the Project.

(ii) PPA. The CCP Board shall have the authority to review, modify, and approve, as appropriate, all amendments, modifications, and supplements to the PPA.

(iii) Capital Improvements. The CCP Board shall review, modify, and approve, if appropriate, all Capital Improvements undertaken with respect to the Project and all financing arrangements for such Capital Improvements. The CCP Board shall approve those budgets or other provisions for the payments associated with the Project and the financing for any development associated with the Project.

(iv) [Reserved].

(v) Budgeting. Upon the submission of a proposed Annual Budget, the CCP Board shall review, modify, and approve each Annual Budget and Amended Annual Budget in accordance with Section 5.1(c) of this Agreement.

(vi) Early Termination of PPA. The CCP Board shall review, modify, and approve the recommendations of the CCP Manager, made pursuant to Section 6.2(b) of this Agreement, as to an early termination of the PPA pursuant to Section 13.3 of the PPA.

(vii) Assignment by Project Developer. The CCP Board shall review, modify, and approve the recommendations of the CCP Manager, made pursuant to Section 6.2(c) of this Agreement, as to any assignment by Project Developer pursuant to Section 14.7.

(viii) Buyer Financing Assignment. The CCP Board shall review, modify, and approve the recommendations of the CCP Manager, made pursuant to Section 6.2(d) of this Agreement, as to an assignment by CCP to a financing entity.

(ix) Change of Control. The CCP Board shall review, modify, and approve the recommendations of the CCP Manager, made pursuant to Section 6.2(e) of this Agreement, as to any Change of Control requiring CCP's consent, as specified in Section 14.7 of the PPA.

(x) Supervening Authority of the Board. The CCP Board has complete and plenary supervening power and authority to act upon any matter which is capable of being acted upon by the CCP Manager or which is specified as being within the authority of the CCP Manager pursuant to the provisions of this Agreement.

(xi) Other Matters. The CCP Board is authorized to perform such other functions and duties, including oversight of those matters and responsibilities addressed by the CCP Manager as may be provided for under this Agreement and under the PPA, or as may otherwise be appropriate.

(xii) Periodic Audits. The CCP Board or the CCP Manager may arrange for the annual audit by certified accountants, selected by the CCP Board and experienced in electric generation or electric utility accounting, of the books and accounting records of CCP, the Project Developer to the extent authorized under the PPA, and any other counterparty under any agreement to the extent allowable, and such audit shall be completed and submitted to the CCP Board as soon as reasonably practicable after the close of the Contract Year. CCP shall promptly furnish to the Project Participant copies of all audits. No more frequently than once every calendar year, each Project Participant may, at its sole cost and expense, audit, or cause to be audited the books and cost records of CCP, and/or the Project Developer to the extent authorized under the PPA.

(xiii) Compliance Expenditures. The CCP Board shall review, modify, and approve the recommendations of the CCP Manager, made pursuant to Section 6.4(f) of this

Agreement, as to Compliance Costs as specified in Section 8.6(c) of the PPA. If the CCP Board authorizes CCP to agree to reimburse Project Developer for Accepted Compliance Costs, then such amount shall be added to the amount of Operating Costs included in the Monthly Cost calculation for the subsequent month.

(b) Pursuant to Section 5.06 of the Joint Powers Agreement, this Agreement modifies the voting rules of the CCP Board for purposes of approving or acting on any matter identified in this Agreement, as follows:

(i) Quorum. A quorum shall consist of a majority of the CCP Board members that represent Project Participants.

(ii) Voting. Each CCP Board member that represents a Project Participant shall have one vote for any matter identified in this Agreement. Any CCP Board member representing a CCP member that is not a Project Participant shall abstain from voting on any matter identified in this Agreement. A vote of the majority of the CCP Board members representing Project Participants that are in attendance shall be sufficient to constitute action, provided a quorum is established and maintained.

EXHIBIT B

ARTICLE 6

ROLE AND RESPONSIBILITIES OF CCP MANAGER

6.1. _Role of CCP Manager. The CCP Manager shall take all actions necessary to ensure that CCP fulfills its obligations under this Agreement, including the obligations set forth in Section 5.1. The CCP Manager is authorized to take any action that CCP is authorized to take, except those actions that expressly require CCP Board approval. In addition to any duties or responsibilities set forth elsewhere in this Agreement, the CCP Manager is directed to do the following:

(a) Consult with the Project Participants with respect to the ongoing administration of the Project, including through the formation of advisory subcommittees.

(b) Oversee, as appropriate, the completion of any Project design, feasibility, or planning studies or activities.

(c) Review, discuss, and attempt to resolve any disputes among the Project Participants relating to this Agreement or the PPA.

(d) Review each invoice submitted by Project Developer and request such other data necessary to support the review of such invoices.

(e) Respond to any requests for tax-related documentation by the Project Developer.

(f) Provide the Project Developer with Financial Statements as may be required by the PPA.

(g) Correspond with the Project Developer to compile and distribute to Project Participants information and/or documents required for Project Participants to submit reports to any federal, state, or local regulatory body or other authority regarding the Project in such format as required by applicable authority, and respond to any request by a Project Participant for information or documents that are reasonably available to (i) allow the Project Participant to respond to requests for such information from any federal, state, or local regulatory body or other authority; or (ii) for a Project Participant to conduct planning, budgeting, or other regulatory activities.

(h) Upon a request or demand by any third person that is not a Party to the PPA or a Project Participant, for Confidential Information as described in Section 14.21 of the PPA, the CCP Manager shall notify the Project Developer and coordinate the response of CCP and Project Participants.

(i) Review Progress Reports provided by Project Developer to CCP pursuant to Section 3.6 of the PPA and participate in any associated meetings with Project Developer to discuss construction progress. If Project Developer provides a Progress Report to CCP, the CCP

Manager shall promptly provide such Progress Report to each Project Participant. The CCP Manager shall promptly notify the Project Participants upon receiving a Progress Report from the Project Developer that identifies a delay to the Construction Start Date or Commercial Operation Date.

(j) Take any necessary actions or implement such measures as may be necessary to facilitate the transfer of Environmental Attributes from the Project Developer to the Project Participants.

(k) Perform such other functions and duties as may be provided for under this Agreement, the PPA, or as may otherwise be appropriate or beneficial to the Project or the Project Participants, unless such action requires CCP Board approval pursuant to this Agreement.

(l) Within three hundred and sixty-five (365) days of the Effective Date, adopt procedures for all Project Participants to acquire additional import capability rights or other similar rights for each Proposed Facility, and a process for directing CCP to accept or reject each Proposed Facility based on the acquisition of such import capability rights or other similar rights, as specified in Section 3.1 of the PPA.

6.2. CCP Manager Recommendations to the CCP Board.

(a) Budgeting. Recommend each proposed Annual Budget and proposed Amended Annual Budget for submission to the CCP Board for final approval.

(b) Early Termination of PPA. Recommend to the CCP Board regarding an early termination of the PPA pursuant to Section 13.3 of the PPA.

(c) Assignment by Project Developer. Recommend to the CCP Board any proposed assignment by Project Developer pursuant to Section 14.7 of the PPA.

(d) Buyer Financing Assignment. Recommend to the CCP Board regarding an assignment by CCP to a financing entity.

(e) Change of Control. Recommend to the CCP Board any Change of Control requiring CCP's consent, as specified in Section 14.7 of the PPA.

(f) Compliance Expenditures. Recommend to the CCP Board any Compliance Expenditures, as specified in Section 8.6(c) of the PPA.

6.3. CCP Manager Report to CCP Board on Actions relating to the PPA or the Project. The CCP Manager shall report to the CCP Board on the occurrence of any of the following actions taken by the CCP Manager. Such report may be written or oral and shall be provided at the next CCP Board Meeting occurring within a reasonable amount of time after the action was taken. Any information included as part of such report may be provided by the CCP Manager in a manner that maintains the confidentiality of such information, as reasonably determined to be necessary by the CCP Manager.

(a) Any recommendations made by the CCP Manager to the Project Developer on the design of the Project.

(b) [Reserved.]

(c) Any exercise CCP's rights under the PPA upon the occurrence of a Default under Section 13.1 of the PPA.

(d) The approval of any rules, procedures, and protocols for the administration of the Project, including rules, procedures, and protocols for the management of the costs of the Project and the scheduling, handling, tagging, dispatching, and crediting of the Product, the handling and crediting of Green Attributes associated with the Project and the control and use of the Project.

(e) The approval of any rules, procedures, and protocols for the monitoring, inspection, and the exercise of due diligence activities relating to the operation of the Project.

(f) The approval or other action relating to the form or content of any written statistical, administrative, or operational reports, Project-related data and technical information, Project reliability data, transmission information, forecasting, scheduling, dispatching, tagging, parking, firming, exchanging, balancing, movement, or other delivery information, and similar information and records, or matters pertaining to the Project which are furnished to the Project Participants or the CCP Manager by the the Project Developer, experts, consultants or others.

(g) The approval of any practices and procedures to be followed by Project Participants for, among other things, the production, scheduling, tagging, transmission, delivery, firming, balancing, exchanging, crediting, tracking, monitoring, remarketing, sale, or disposition of the Product, including the control and use of the Project.

(h) The approval of any arrangements and instruments entered into by the Project Developer or any affiliate thereof to, among other things, secure certain performance requirements, including, but not limited to, the PPA, the Development Security or the Delivery Term Security and any other letter of credit delivered to, or for the benefit of, CCP by the Project Developer and take such actions or make such recommendations as may be appropriate or desirable in connection therewith.

(i) The approval of policies or programs formulated by CCP or Project Developer for determining or estimating the values, quantities, volumes, or costs of the Product from the Project.

(j) Any recommendations made by the CCP Manager to the Project Developer as to the implementation of metering technologies and methodologies appropriate for the delivery, accounting for, transferring and crediting of the Product to the Point of Delivery (directly or through the Project).

(k) The approval or disapproval of any specifications, vendors' proposals, bid evaluations, or any related matters with respect to the Project.

(l) Reserved.

(m) The approval of the submission of the written acknowledgement of the Commercial Operation Date in accordance with Section 3.5 of the PPA.

(n) The approval of the return of the Project Development Security to Project Developer in accordance with Section 5.9(c) of the PPA.

(o) The approval of the return of any unused Delivery Term Security to Project Developer in accordance with Section 5.9(d) of the PPA.

(p) The collection of any liquidated damages owed by Project Developer to CCP under the PPA, or any draw upon the Project Development Security or Delivery Term Security.

(q) Any dispute by CCP of invoices pursuant to Section 11.3 of the PPA.

(r) Any direction to the Project Developer to change the Negative LMP Strike Price in pursuant to Appendix A of the PPA.

(s) Any direction to take such actions or implement such measures as may be necessary to facilitate the transfer of Green Attributes from the Project Developer to the Project Participants.

(t) Any direction to the Project Developer to purchase Energy in excess of Maximum Generation pursuant to Section 3.10 of the PPA

(u) Any demand of payment and collection of damages pursuant to Section 3.11 of the PPA.

(v) Any direction to withhold funds from Project Developer pursuant to Section 6.1(c) of the PPA.

(w) Any direction to designate an authorized representative pursuant to Section 14.1 of the PPA.

(x) Any direction to either accept or reject the Notice of Revised Net Capacity, as specified in Section 3.9 and 6.1 of the PPA.

6.4. Subcommittees. The CCP Manager may establish as needed subcommittees including, but not limited to, auditing, legal, financial, engineering, mechanical, weather, geologic, diurnal, barometric, meteorological, operating, insurance, governmental relations, environmental, and public information subcommittees. The authority, membership, and duties of any subcommittee shall be established by the CCP Manager; provided, however, such authority, membership or duties shall not conflict with the provisions of the PPA or this Agreement.

6.5. Project Participant Expenses. Any expenses incurred by any representative of any Project Participant or group of Project Participants serving on any subcommittee in connection with their duties on such subcommittee shall be the responsibility of the Project Participant which they represent and shall not be an expense payable under this Agreement.

6.6. Delegation. To secure the effective cooperation and interchange of information in a timely manner in connection with various administrative, technical, and other matters which may arise from time to time in connection with administration of the PPA, in appropriate cases, duties and responsibilities of the CCP Board, as the case may be under this Section 6, may be delegated to the CCP Manager by the CCP Board upon notice to the Project Participants.

EXHIBIT C

ARTICLE 8

OPERATING ACCOUNT

8.1. Calculation of Estimated Monthly Project Cost.

(a) No later than one hundred and eighty (180) days after the Effective Date, the CCP Manager shall present to the Project Participants a proposed Estimated Monthly Project Cost, which shall be equal to the single highest forecasted Monthly Cost over the first Contract Year. The Project Participants shall review, and, if appropriate, recommend approval of or modification to the proposed Estimated Monthly Project Cost.

8.2. Operating Account. CCP shall establish an Operating Account for each Project Participant that is accessible to and can be drawn upon by both CCP and the applicable Project Participant. Such Operating Accounts are for the purpose of providing a reliable source of funds for the payment obligations of the Project and, taking into account the variability of costs associated with the Project for the purpose of providing a reliable payment mechanism to address the ongoing costs associated with the Project.

(a) Operating Account Amount. The Operating Account Amount for each Project Participant shall be an amount equal to the Estimated Monthly Project Cost multiplied by three (3), the product of which is multiplied by such Project Participant's Entitlement Share ("**Operating Account Amount**").

(b) Initial Funding of Operating Account. By no later than sixty (60) days after CCP's notification to Project Participants of Buyer's Notice that a Proposed Facility shall be an Included Facility pursuant to Section 3.1 of the PPA, each Project Participant shall deposit into such Project Participant's Operating Account an amount equal to that Project Participant's Operating Account Amount.

(c) Use of Operating Account. CCP shall draw upon each Project Participant's Operating Account each month in an amount equal to the Monthly Costs multiplied by such Project Participant's Entitlement Share. As required by Section 9.5, each Project Participant must deposit sufficient funds into such Project Participant's Operating Account by the deadline specified in Section 9.5.

(d) Final Distribution of Operating Account. Following the expiration or earlier termination of the PPA, and upon payment and satisfaction of any and all liabilities and obligations to make payments of the Project Participants under this Agreement and upon satisfaction of all remaining costs and obligations of CCP under the PPA, any amounts then remaining in any Project Participant's Operating Account shall be paid to the associated Project Participant.

Staff Report – Item 1f

Item 1f:	**Receive Q4 2022 Decarbonization Programs Update**
From:	Girish Balachandran, CEO
Prepared by:	Justin Zagunis, Director of Decarbonization Programs and Policy Nupur Hiremath, Manager of Community Programs
Date:	1/11/2023

RECOMMENDATION

Staff recommends the Board accept the Q4 2022 Update of the Decarbonization Strategy & Programs Roadmap.

BACKGROUND

To achieve its mission to reduce dependence on fossil fuels by providing carbon-free, affordable and reliable electricity and innovative programs for the community, SVCE established a decarbonization strategy and programs roadmap (abbv. "Roadmap"). In December 2018, the Board approved the Roadmap, and since that time, staff have been working on implementation.

ANALYSIS & DISCUSSION

Attachment 1 is the most recent quarterly update, covering October through December 2022. The quarterly update includes a table with a summary of updates and next steps for each initiative.

STRATEGIC PLAN

This item supports SVCE's 2022-2023 Strategic Plan Goal 10, to "coordinate development of decarbonization and resilience strategy, lead design of local policy, and design and deploy programs," to support achieving energy and transportation GHG reductions of 30% from the 2015 baseline by 2021, 40% by 2025, and 50% by 2030.

FISCAL IMPACT

Accepting the Q4 2022 Update of the Decarbonization Strategy & Programs Roadmap has no fiscal impact.

ATTACHMENTS

1. Decarbonization Strategy & Programs Roadmap – Q4 2022 Update

Decarbonization Strategy & Programs Roadmap
Q4 2022 Update
January 11, 2023 BOD Meeting

Sector	*Program*	*Q4 2022 Activities*	*Q1 2023 Outlook*
Power Supply	**C&I Clean Power Offerings** Develop, market and sell additional SVCE power offerings to address large C&I customers seeking to buy clean power at competitive rates	• Took steps with PG&E and Calpine to prepare for launch of 24x7 carbon-free product for large commercial customer. • Prepared billing, index tracking, and CFE tracking for launch Jan 1 2023 • Offered formal EcoInvest contract to large commercial customer. • Added efficiency projects to list of applicable EcoInvest projects.	• Launch 24x7 carbon-free product • Operationalize billing and CFE tracking relative to performance of 24/7 product. • Close EcoInvest contract with large corporate customer. • Prospect for additional clean power offerings candidates.
Built Environment	**Reach Codes** Provide model energy code supportive of all-electric design and EV infrastructure to member agencies along with consultant support	• Supported 13 member jurisdictions to bring their electrification reach codes to council for votes.	• Will support member jurisdiction through final CEC approvals and implementation plans.
	Electric Showcase Grants.v2 Showcase electric retrofit buildings in preparation for existing building policy conversations with member agencies.	• Developed application materials and designed program.	• Applications to open in early 2023.
	FutureFit Heat Pump Water Heaters Provide incentives for electric heat pump water heaters and service panel upgrades to residents using natural gas currently	• 254 completed projects in HPWH 2.0 as of 12/19 • Began the process of sunsetting program, as HPWH is included in larger FutureFit Homes offering. • Halted public facing communications about program in favor of FFH, concentration on closing out existing projects.	• Close HPWH program by March 31 in favor of FFH. • Straggling customers permitted to complete projects under existing incentive structure.

	Permit Modernization Effort Benchmark and streamline member agency's permitting and inspection processes to identify barriers and opportunities to electrification	• Continued to educate Building Officials on legislative trends and pending requirements. • Administered contract with lead consultant to refresh baseline and develop report on assistance desired by jurisdictions.	• Finalize jurisdiction interviews. • Identify prioritized menu of assistance programs desired by jurisdictions. • Continue to inform Building Officials about legislative and regulatory requirements. • Support jurisdictions in applying for State grants.
	Building Decarb Joint Action Plan Develop a joint action plan with member agencies to prioritize strategies and programs to advance building decarbonization	• [Completed]	• [Completed]
	Community Resilience Program Increase the individual and collective capacity of SVCE and our member agencies to reduce the adverse impacts of power outages.	• Held final 1-on-1 tutorials with member agencies and consultants, AESC. • Continue to provide technical support to member agencies to identify potential capex projects. • Publish Resilience Framework.	• Continue to execute member agency capex and planning grants on a rolling basis. •
	FutureFit Fundamentals Provide financial relief to contractors by expanding their knowledge of electrification technologies	• 83 contractors have completed the course to date • Distributing dual English and Spanish postcards to expand multi-language outreach. • Conducting mid-program survey to inform contractor network efforts.	• Create a participation loop for contractors and SVCE rebate programs • Review responses from mid-program survey to help map out 2023 contractor engagement goals.
	CRCR Bill Relief Provide immediate bill relief to residential CARE/FERA customers, and to qualifying small business customers	• Concluded providing $2.85M in direct bill credits to ~28k low-income customers • Credits delivered in 8 x $12.50 monthly increments	• Begin process to roll out 2023 low-income credits
	FutureFit Homes & Buildings Provide comprehensive assistance to SVCE customers in navigating and accessing the many existing and forthcoming, non-SVCE led energy programs providing financial assistance for building decarbonization and energy efficiency.	• Launched expanded suite of building electrification rebates, including HPWH, HP HVAC, pre-wiring, panel upgrades and gas meter removal. • Approximately 40 active reservations resulting from targeted outreach to pool of 400-500 customers.	• Expand FFHB eligibility to include small MF. Prepare materials to help customers take advantage of IRA & TECH incentives. • Ramp up M&O activities, including social media toolkits, newsletters, etc. • Translate program materials into multiple languages and begin more targeted engagement.

	Regional Coordination SVCE will initiate regular regional stakeholder convenings to coordinate program alignment across building decarbonization workstreams.	• Held workshop for elected officials across SVCE and PCE territory on reach codes. • Held SVTEC meeting focused on funding and grant coordination.	• Will launch building electrification policy working groups.
	Accessible Financing Assess feasibility of financing mechanisms to unlock equitable financing for energy efficiency and electrification across the region, particularly for low-income communities.	• Supporting program operator RFP and selection process with TECH TOB team. • Continuing to wait on CPUC decision in Clean Energy Finance proceeding. Hosted ex parte with Commission in Oct.	• Continue pilot planning with newly selected program operator and identify billing system needs for tariff charges • CPUC CEF proposed decision expected in Jan/Feb.
	Local Policy to Decarbonize Existing Buildings Assess and support potential policy levers Member Agencies can explore to mitigate emissions from existing buildings.	• Hired consultant to design program and interview stakeholders.	• Launch program offerings to member agencies.
	Feasibility Assessment for Natural Gas Phase Out By 2045 Carry out a feasibility assessment to identify technical, legal and economic barriers and opportunities for phasing out natural gas service by 2045, in the SVCE service territory.	• Hired TRC to map out building characterization study to support future scope of study.	• Conduct internal needs assessment to determine what analysis is needed by when. • Assess potential for local policies to contribute to carbon reduction in buildings.
Mobility	**EV Infrastructure Strategy & Plan** Develop a near- to mid-term strategy for EV infrastructure and a set of program implementation plans	• (COMPLETED)	• (COMPLETED)
	California Electric Vehicle Infrastructure Project (CALeVIP) Work with California Energy Commission to launch a regional CALeVIP project	• Continued to review current Year 2 applications. Significant progress made in moving applications from funds reserved status to funds issued following installations. 10 DCFC and 147 L2 connectors are operational to date.	• Determine how to spend Year 2 and Year 3 funds in SVCE territory. • Continue to work with program operator on completing existing projects with reserved funds.

	Priority Zone DCFC Competitive application to receive an additional incentive (on top of CALeVIP) for DCFC in “priority zones” that support nearby SVCE-designated multifamily housing clusters	• Application window closed on November 15. • Reviewed and scored submitted applications.	• Announce selected sites and sign participation agreements. • Begin DCFC installation process for selected sites.
	MUD & S/M Workplace Technical Assistance (FutureFit Assist) Technical assistance and help applying for pertinent CALeVIP rebates for charging at multifamily housing and small and medium workplace properties	• Targeted 1,004 customers for technical assistance and completed 32 site assessments since launch. • Continued outreach to additional properties to inform them of the new EVI installation incentive program. • Enrolled 4 new MUD properties in program.	• Conduct ongoing outreach. • Continue to develop site assessments for participating properties. • Continue to connect customers to relevant rebates and incentive opportunities.
	MUD Charging Incentives Develop incentive program for EV charging at hard-to-reach multifamily properties	• Continued outreach to interested MUD properties to inform them of new incentive opportunities. Since launch, 10 MUD properties have enrolled in FutureFit Assist, 5 more have scheduled site visits, and at least 6 properties are preparing applications. • Second rebate application received and approved for 22 EV charging connectors at an MUD property. • Adjusted participation terms to expand eligibility to MUD properties beyond FutureFit Assist participants.	• Continue outreach to eligible MUD properties. • Track progress of applications. • Adjust program terms as needed.
	Fleet Electrification Grants Competitive application for SVCE’s fleet electrification planning support and funding for site upgrades. Targeting a broad set of fleet types, to create widely applicable fleet electrification planning templates	• Signed contract with consultant, Optony. • Conducted outreach to member agencies for public fleet electrification. • Built pipeline of projects for project onramp.	• Continue research and development of case studies. • Continue to identify private fleets for program. • Program launch and begin work with identified public fleets.
	Silicon Valley Transportation Electrification Clearinghouse (SVTEC) Regional group of key stakeholders focused on information sharing, solving critical issues and attracting external funding to the SVCE	• Held meeting with 30 participants from more than 10 organizations focused on funding opportunities. • Presentation by DOE’s Office of State and Community Energy Programs.	• Hire grant consultant to support grant writing for multi-jurisdiction partnerships.

	community in support of EV infrastructure deployment.		
Energy Efficiency & Grid Integration	**GridShift: EV Charging** Managed EV charging app that optimizes charging to reduce associated costs and emissions. In-app "events" support additional emission reductions and load flexibility	• Concluded Critical GridShift Hours season. • Re-launched low carbon events season. • Continue marketing efforts to boost enrollment.	• Launch charger rebate. • Set enrollment targets for 2023. • Continue marketing efforts.
	Other Virtual Power Plant Programs Support "virtual power plants" made up of cloud-based aggregations of customer-sited resources to support grid integration and monetize value from connected, controllable loads	• Continued Sunrun program support, and tracking program participation and installs. • Continued to work on identifying priorities and needs for further VPP program(s) and/or a local DER marketplace. Various internal meetings across teams to get input. • Worked with 4PRO on issuing a VPP RFO.	• Make VPP RFO selections with 4PRO. • Move Sunrun program into dispatch mode. • Determine next steps for 2023 actions and work on SVCE's vision for the "grid of the future."
Education & Outreach	**Customer Resource Center (eHub)** Develop online customer resource center to enable engagement, education and action related to clean electricity, EVs and home electrification.	• 178,409 Unique eHub Engagements since launching in September 2020 to November 2022. • eHub Metrics November 1 – November 30, 2022: - 936 unique visits to the SVCE eHub webpages - 167 unique visits to the EV Assistant tool - 1,041 unique visits to the Solar+Battery Assistant tool - 1,778 unique visits to the Appliances Assistant tool • Ended Summer Resiliency promotion (7/14/2022 - 10/31/2022) where customers received a $50 rebate on portable batteries, evaporation coolers and air purifiers through the Appliance Assistant. 300 customers claimed a rebate. • Delivered email campaigns: - Celebrating energy awareness month by exploring eHub (October) - Promoting the Solar+Battery Assistant tool and informing customers about the solar tax credit (Nov) • Launched 'Go Electric' Holiday sweepstakes on 12/19/2022 - 1/18/2023.	• Continue running the 'Go Electric' Holiday Sweepstakes until 1/18/2023. • Continue tracking eHub engagement metrics. • Launching Used EV tool on the EV Assistant tool in January. • Working on HPWH concierge service on the Solar+Battery Assistant tool. • Planning on launching a Yard Care promotion in February where customers receive a $50 rebate on electric leaf blowers and lawn mowers through the Appliance Assistant. • Continue sending monthly emails to customers to educate them on the resources available on eHub - 'Go Electric' Holiday Sweepstakes - Used EV tool on the EV Assistant - Yard Care Promotion *Note: Engagements are driven largely by marketing campaigns delivered within the quarter. Distribution of metrics will vary.*

	Community Engagement Grants Partner with local organizations in hard-to-reach customer segments to promote SVCE offerings and programs	• Continued discussions around the use of this program to advance Programs Equity Framework goals.	• Identity next steps for program implementation.
	Portable Batteries for Medical Baseline Customers Pilot program to deploy ~50 portable batteries to qualified customers who rely on power for medical equipment	• Sent out 2 emails to qualified customers letting them know they can receive a free battery. • 4 batteries have been delivered. • Sending out a hard copy mailer to the same customers.	• We will likely be delivering more batteries during this time frame due to mailer. • If participation is still low, we will plan to open it up to a larger audience.
Innovation	**Innovation Partners** Engage with key strategic partners to participate in the local innovation ecosystem and provide a voice for SVCE customers and the decarb mission	• No activities for Q4.	• No planned activities for Q1.
	Innovation Onramp Provide small grants to support innovation through pilot projects with external partners	• Wrapping up final I/O pilot with NeoCharge.	• No planned activities for Q1.

Staff Report – Item 1g

Item 1g:	**Receive SVCE Rate Schedules Effective January 1, 2023**
From:	Girish Balachandran, CEO
Prepared by:	Adam Selvin, Director of Account Services and Community Relations Peter Mustacich, Energy Services Lead Peyton Parks, Energy Services Lead
Date:	1/11/2023

RECOMMENDATION

Receive staff report and rate tables for new SVCE rates effective January 1, 2023 at a 4% discount to PG&E, established per the discount approved by the Board on December 14, 2022 by the adoption of Resolution 2022-39, Resolution to Increase SVCE's Generation Rate Discount, and Dedicate Funding for an Electrification Discount Rate and Multifamily Direct-Install Program.

BACKGROUND

At the December 14, 2022 Board meeting, the Board directed staff to apply an across-the-board 4% discount to PG&E generation rates when calculating new SVCE rates beginning January 1, 2023. At the same meeting, the Board also directed staff to adopt the E-ELEC rate mirroring PG&E's new residential customer rate.

ANALYSIS & DISCUSSION

PG&E published new generation and PCIA rates on December 31, 2022, which became effective as of January 1, 2023. SVCE rate schedules and associated billing determinants have been updated as referenced in the Attachments, and reflect a 4% discount to PG&E's comparable generation rates. The rates are currently loaded into the billing system and became effective on January 1, 2023.

STRATEGIC PLAN

Rate setting is directly supported by SVCE Strategic Plan Goal 8 – "Enact and maintain competitive service offerings for SVCE customers that deliver measurable economic and environmental benefits".

FISCAL IMPACT

As noted in the December 14, 2022 Board presentation on rates, the latest generation and PCIA rates included in PG&E's November filing indicated the projected net contribution to reserves was anticipated to exceed the original budgeted projections, with an additional $30M available for expenditure. The additional amount available for expenditure was computed using the methodology discussed in adopting the FY 2023 budget that ensure that under stress test scenarios modeled SVCE's reserves do not fall below 120 days of cash on hand.

During the December 14, 2022 Board of Directors meeting, the Board voted to allocate $19M to customer-focused electrification programs and $11M to increase the overall SVCE generation rate discount from budgeted 2% to 4% across all rate classes.

ATTACHMENT

1. SVCE Residential Rate Schedule effective January 1, 2023
2. SVCE Non-Residential Rate Schedule effective January 1, 2023

Silicon Valley Clean Energy

Residential Generation Rates and Generation Service Cost Comparison

SVCE Rate Schedule	Time of Use Period	SVCE Generation Rates[1]	SVCE Generation Service[2]	PG&E Generation Service[3]	Notes
E-1	Year-round	$ 0.14589	**$ 0.14989**	$ 0.15614	Rates applicable to all usage throughout the year
E-6	**Summer** (Jun-Sep)				
	SUMMER PEAK	$ 0.26997	**$ 0.27397**	$ 0.28539	3:00 p.m. to 8:00 p.m. Monday through Friday
	SUMMER PART-PEAK	$ 0.19036	**$ 0.19436**	$ 0.20246	12:00 p.m. to 3:00 p.m. AND 8:00 p.m. to 10:00 p.m. Monday through Friday, 5:00 p.m. to 8:00 p.m. Saturday and Sunday
	SUMMER OFF-PEAK	$ 0.12299	**$ 0.12699**	$ 0.13228	All other times including Holidays
	Winter (Oct-May)				
	WINTER PART-PEAK	$ 0.15453	**$ 0.15853**	$ 0.16514	5:00 p.m. to 8:00 p.m. Monday through Friday
	WINTER OFF-PEAK	$ 0.12209	**$ 0.12609**	$ 0.13134	All other times including Holidays
EV-A, EV-B	**Summer** (May-Oct)				
	SUMMER PEAK	$ 0.29680	**$ 0.30080**	$ 0.31333	2:00 p.m. to 9:00 p.m. Monday through Friday, 3:00 p.m. to 7:00 p.m. Saturday, Sunday and Holidays
	SUMMER PART-PEAK	$ 0.15907	**$ 0.16307**	$ 0.16986	7:00 a.m. to 2:00 p.m. and 9:00 p.m. to 11:00 p.m. Monday through Friday, except holidays
	SUMMER OFF-PEAK	$ 0.11454	**$ 0.11854**	$ 0.12348	All other hours
	Winter (Nov-Apr)				
	WINTER PEAK	$ 0.11011	**$ 0.11411**	$ 0.11886	2:00 p.m. to 9:00 p.m. Monday through Friday. 3:00 p.m. to 7:00 p.m. Saturday, Sunday and Holidays
	WINTER PART-PEAK	$ 0.08625	**$ 0.09025**	$ 0.09401	7:00 a.m. to 2:00 p.m. and 9:00 p.m. to 11:00 p.m. Monday through Friday, except holidays
	WINTER OFF-PEAK	$ 0.08625	**$ 0.09025**	$ 0.09401	All other hours

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Residential Generation Rates and Generation Service Cost Comparison

SVCE Rate Schedule	Time of Use Period	SVCE Generation Rates[1]	SVCE Generation Service[2]	PG&E Generation Service[3]	Notes
EV-2A	**Summer** (Jun-Sep)				
	SUMMER PEAK	$ 0.20657	**$ 0.21057**	$ 0.21934	4:00 p.m. to 9:00 p.m. every day including weekends and holidays
	SUMMER PART-PEAK	$ 0.16364	**$ 0.16764**	$ 0.17463	3:00 p.m. to 4:00 p.m. and 9:00 p.m. to 12:00 a.m. every day including weekends and holidays
	SUMMER OFF-PEAK	$ 0.12415	**$ 0.12815**	$ 0.13349	All other hours
	Winter (Oct-May)				
	WINTER PEAK	$ 0.15197	**$ 0.15597**	$ 0.16247	4:00 p.m. to 9:00 p.m. every day including weekends and holidays
	WINTER PART-PEAK	$ 0.13998	**$ 0.14398**	$ 0.14998	3:00 p.m. to 4:00 p.m. and 9:00 p.m. to 12:00 a.m. every day including weekends and holidays
	WINTER OFF-PEAK	$ 0.11744	**$ 0.12144**	$ 0.12650	All other hours
E-ELEC	**Summer** (Jun-Sep)				
	SUMMER PEAK	$ 0.26126	**$ 0.26526**	$ 0.29473	4:00 p.m. to 9:00 p.m. every day including weekends and holidays
	SUMMER PART-PEAK	$ 0.17206	**$ 0.17606**	$ 0.19562	3:00 p.m. to 4:00 p.m. and 9:00 p.m. to 12:00 a.m. every day including weekends and holidays
	SUMMER OFF-PEAK	$ 0.13147	**$ 0.13547**	$ 0.15052	All other hours
	Winter (Oct-May)				
	WINTER PEAK	$ 0.11534	**$ 0.11934**	$ 0.13260	4:00 p.m. to 9:00 p.m. every day including weekends and holidays
	WINTER PART-PEAK	$ 0.09737	**$ 0.10137**	$ 0.11263	3:00 p.m. to 4:00 p.m. and 9:00 p.m. to 12:00 a.m. every day including weekends and holidays
	WINTER OFF-PEAK	$ 0.08535	**$ 0.08935**	$ 0.09928	All other hours

Silicon Valley Clean Energy

Residential Generation Rates and Generation Service Cost Comparison

SVCE Rate Schedule	Time of Use Period	SVCE Generation Rates[1]	SVCE Generation Service[2]	PG&E Generation Service[3]	Notes
E-TOU-B	**Summer** (Jun-Sep)				
	SUMMER PEAK	$ 0.25800	**$ 0.26200**	$ 0.27292	4:00 p.m. to 9:00 p.m. Monday through Friday
	SUMMER OFF-PEAK	$ 0.13987	**$ 0.14387**	$ 0.14986	All other times including Holidays
	Winter (Oct-May)				
	WINTER PEAK	$ 0.15624	**$ 0.16024**	$ 0.16692	4:00 p.m. to 9:00 p.m. Monday through Friday
	WINTER OFF-PEAK	$ 0.11900	**$ 0.12300**	$ 0.12812	All other times including Holidays
E-TOU-C	**Summer** (Jun-Sep)				
	SUMMER PEAK	$ 0.19216	**$ 0.19616**	$ 0.20433	4:00 p.m. to 9:00 p.m. everyday
	SUMMER OFF-PEAK	$ 0.14085	**$ 0.14485**	$ 0.15089	All other times
	Winter (Oct-May)				
	WINTER PEAK	$ 0.14535	**$ 0.14935**	$ 0.15557	4:00 p.m. to 9:00 p.m. everyday
	WINTER OFF-PEAK	$ 0.13092	**$ 0.13492**	$ 0.14054	All other times

Silicon Valley Clean Energy

Residential Generation Rates and Generation Service Cost Comparison

SVCE Rate Schedule	Time of Use Period	SVCE Generation Rates[1]	SVCE Generation Service[2]	PG&E Generation Service[3]	Notes
E-TOU-D	**Summer** (Jun-Sep)				
	SUMMER PEAK	$ 0.22141	**$ 0.22541**	$ 0.23480	5:00 p.m. to 8:00 p.m. Monday - Friday
	SUMMER OFF-PEAK	$ 0.12065	**$ 0.12465**	$ 0.12984	All other times including Holidays
	Winter (Oct-May)				
	WINTER PEAK	$ 0.18217	**$ 0.18617**	$ 0.19393	5:00 p.m. to 8:00 p.m. Monday - Friday
	WINTER OFF-PEAK	$ 0.14850	**$ 0.15250**	$ 0.15885	All other times including Holidays
GreenPrime			**+ $ 0.00800**		Same as applicable rate, with $0.008/kWh adder for 100% Renewable energy

[1] SVCE Generation Rates, without added PG&E fees, effective 1/1/2023

[2] SVCE Generation Service reflects our price for Generation, with added PG&E fees (PCIA and Franchise Fees), effective 1/1/2023

~~3~~ PG&E Generation service rate effective 1/1/2023

Quick Access to Rates

Small Commercial | Agriculture
Medium Commercial | Stand By
Commercial EV | Lighting
Large Commercial

Silicon Valley Clean Energy

Small Commercial

Non-Residential Generation Rates and Generation Service Cost Comparison

SVCE Rate Schedule	Time of Use Period	SVCE Generation Rates[1]	SVCE Generation Service[2]	PG&E Generation Service[3]	Notes
A-1-A	**Summer** (May-Oct)	$ 0.15726	**$ 0.16109**	$ 0.16780	Rates applicable to all usage throughout the season
	Winter (Nov-Apr)	$ 0.11873	**$ 0.12256**	$ 0.12767	Rates applicable to all usage throughout the season
A-1-B	**Summer** (May-Oct)				
	PEAK	$ 0.16003	**$ 0.16386**	$ 0.17069	12 Noon to 6 P.M. Monday through Friday (except holidays)
	PART-PEAK	$ 0.16003	**$ 0.16386**	$ 0.17069	8:30 A.M. to 12 Noon and 6 P.M. to 9:30 P.M. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.13631	**$ 0.14014**	$ 0.14598	9:30 P.M. to 8:30 A.M. Monday through Friday, all day Saturday and Sunday, holidays
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.13051	**$ 0.13434**	$ 0.13994	8:30 A.M. to 9:30 P.M. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.12996	**$ 0.13379**	$ 0.13936	9:30 P.M. to 8:30 A.M. Monday through Friday, all day Saturday and Sunday, holidays
B-1	**Summer** (Jun-Sep)				
	PEAK	$ 0.19920	**$ 0.20303**	$ 0.21149	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	$ 0.15194	**$ 0.15577**	$ 0.16226	2:00 p.m. to 4:00 p.m. and 9:00 p.m. to 11:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.13197	**$ 0.13580**	$ 0.14146	All other hours
	Winter (Oct-May)				
	PEAK	$ 0.14616	**$ 0.14999**	$ 0.15624	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.13069	**$ 0.13452**	$ 0.14013	All other hours
	SUPER OFF-PEAK	$ 0.11493	**$ 0.11876**	$ 0.12371	9:00 a.m. to 2:00 p.m.; Every day in March, April, and May only

SILICON VALLEY CLEAN ENERGY

Silicon Valley Clean Energy — Small Commercial

Non-Residential Generation Rates and Generation Service Cost Comparison

SVCE Rate Schedule	Time of Use Period	SVCE Generation Rates[1]	SVCE Generation Service[2]	PG&E Generation Service[3]	Notes
A-6	**Summer** (May-Oct)				
	PEAK	$ 0.17151	**$ 0.17534**	$ 0.18265	12 Noon to 6 P.M. Monday through Friday (except holidays)
	PART-PEAK	$ 0.17151	**$ 0.17534**	$ 0.18265	8:30 A.M. to 12 Noon and 6 P.M. to 9:30 P.M. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.13911	**$ 0.14294**	$ 0.14890	9:30 P.M. to 8:30 A.M. Monday through Friday, all day Saturday and Sunday, holidays
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.13011	**$ 0.13394**	$ 0.13952	8:30 A.M. to 9:30 P.M. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.12943	**$ 0.13326**	$ 0.13881	9:30 P.M. to 8:30 A.M. Monday through Friday and all day Saturday and Sunday, holidays
B-6	**Summer** (Jun-Sep)				
	PEAK	$ 0.28733	**$ 0.29116**	$ 0.30329	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.12420	**$ 0.12803**	$ 0.13336	All other hours
	Winter (Oct-May)				
	PEAK	$ 0.15253	**$ 0.15636**	$ 0.16287	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.11456	**$ 0.11839**	$ 0.12332	All other hours
	SUPER OFF-PEAK	$ 0.07992	**$ 0.08375**	$ 0.08724	9:00 a.m. to 2:00 p.m.; Every day in March, April, and May only

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Non-Residential Generation Rates and Generation Service Cost Comparison

SVCE Rate Schedule	Time of Use Period	SVCE Generation Rates[1]	SVCE Generation Service[2]	PG&E Generation Service[3]	Notes
A-10-A	**Summer** (May-Oct)	$ 0.15722	**$ 0.16126**	$ 0.16798	Rates applicable to all usage throughout the season
	SUMMER MAX (kW)	$ -	**$ -**	$ -	
	Winter (Nov-Apr)	$ 0.13633	**$ 0.14037**	$ 0.14622	Rates applicable to all usage throughout the season
A-10-B	**Summer** (May-Oct)				
	PEAK	$ 0.17011	**$ 0.17415**	$ 0.18141	12 Noon to 6 P.M. Monday through Friday (except holidays)
	PART-PEAK	$ 0.17011	**$ 0.17415**	$ 0.18141	8:30 A.M. to 12 Noon and 6 P.M. to 9:30 P.M. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.14440	**$ 0.14844**	$ 0.15463	9:30 P.M. to 8:30 A.M. Monday through Friday, all day Saturday and Sunday, holidays
	SUMMER MAX (kW)	$ -	**$ -**	$ -	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.13688	**$ 0.14092**	$ 0.14679	8:30 A.M. to 9:30 P.M. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.13620	**$ 0.14024**	$ 0.14608	9:30 P.M. to 8:30 A.M. Monday through Friday, all day Saturday and Sunday, holidays
A-10-B-P	**Summer** (May-Oct)				
	PEAK	$ 0.15520	**$ 0.15924**	$ 0.16587	12 Noon to 6 P.M. Monday through Friday (except holidays)
	PART-PEAK	$ 0.15520	**$ 0.15924**	$ 0.16587	8:30 A.M. to 12 Noon and 6 P.M. to 9:30 P.M. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.13089	**$ 0.13493**	$ 0.14055	9:30 P.M. to 8:30 A.M. Monday through Friday, all day Saturday and Sunday, holidays
	SUMMER MAX (kW)	$ -	**$ -**	$ -	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.12376	**$ 0.12780**	$ 0.13313	8:30 A.M. to 9:30 P.M. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.12312	**$ 0.12716**	$ 0.13246	9:30 P.M. to 8:30 A.M. Monday through Friday, all day Saturday and Sunday, holidays

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SVCE Rate Schedule	Time of Use Period	SVCE Generation Rates[1]	SVCE Generation Service[2]	PG&E Generation Service[3]	Notes
A-10-B-T	**Summer** (May-Oct)				
	PEAK	$ 0.13593	**$ 0.13997**	$ 0.14580	12 Noon to 6 P.M. Monday through Friday (except holidays)
	PART-PEAK	$ 0.13593	**$ 0.13997**	$ 0.14580	8:30 A.M. to 12 Noon and 6 P.M. to 9:30 P.M. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.11226	**$ 0.11630**	$ 0.12115	9:30 P.M. to 8:30 A.M. Monday through Friday, all day Saturday and Sunday, holidays
	SUMMER MAX (kW)	$ -	**$ -**	$ -	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.10531	**$ 0.10935**	$ 0.11391	8:30 A.M. to 9:30 P.M. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.10468	**$ 0.10872**	$ 0.11325	9:30 P.M. to 8:30 A.M. Monday through Friday, all day Saturday and Sunday, holidays
B-10-S	**Summer** (Jun-Sep)				
	PEAK	$ 0.22430	**$ 0.22834**	$ 0.23785	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	$ 0.16507	**$ 0.16911**	$ 0.17616	2:00 p.m. to 4:00 p.m. and 9:00 p.m. to 11:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.13381	**$ 0.13785**	$ 0.14359	All other hours
	Winter (Oct-May)				
	PEAK	$ 0.16857	**$ 0.17261**	$ 0.17980	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.13451	**$ 0.13855**	$ 0.14432	All other hours
	SUPER OFF-PEAK	$ 0.09962	**$ 0.10366**	$ 0.10798	9:00 a.m. to 2:00 p.m.; Every day in March, April, and May only

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Non-Residential Generation Rates and Generation Service Cost Comparison

SVCE Rate Schedule	Time of Use Period	SVCE Generation Rates[1]	SVCE Generation Service[2]	PG&E Generation Service[3]	Notes
B-10-P	**Summer** (Jun-Sep)				
	PEAK	$ 0.20758	**$ 0.21162**	$ 0.22044	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	$ 0.15160	**$ 0.15564**	$ 0.16213	2:00 p.m. to 4:00 p.m. and 9:00 p.m. to 11:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.12201	**$ 0.12605**	$ 0.13130	All other hours
	Winter (Oct-May)				
	PEAK	$ 0.15513	**$ 0.15917**	$ 0.16580	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.12284	**$ 0.12688**	$ 0.13217	All other hours
	SUPER OFF-PEAK	$ 0.08796	**$ 0.09200**	$ 0.09583	9:00 a.m. to 2:00 p.m.; Every day in March, April, and May only
B-10-T	**Summer** (Jun-Sep)				
	PEAK	$ 0.18655	**$ 0.19059**	$ 0.19853	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	$ 0.13208	**$ 0.13612**	$ 0.14179	2:00 p.m. to 4:00 p.m. and 9:00 p.m. to 11:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.10321	**$ 0.10725**	$ 0.11172	All other hours
	Winter (Oct-May)				
	PEAK	$ 0.13562	**$ 0.13966**	$ 0.14548	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.10410	**$ 0.10814**	$ 0.11265	All other hours
	SUPER OFF-PEAK	$ 0.06922	**$ 0.07326**	$ 0.07631	9:00 a.m. to 2:00 p.m.; Every day in March, April, and May only

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Non-Residential Generation Rates and Generation Service Cost Comparison

SVCE Rate Schedule	Time of Use Period	SVCE Generation Rates[1]	SVCE Generation Service[2]	PG&E Generation Service[3]	Notes
BEV1	**Summer/Winter**				
	PEAK	$ 0.28178	**$ 0.28524**	$ 0.29712	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.10652	**$ 0.10998**	$ 0.11456	2:00 p.m. to 4:00 p.m. and 9:00 p.m. to 9:00 a.m.; Every day, including weekends and holidays
	SUPER OFF-PEAK	$ 0.08214	**$ 0.08560**	$ 0.08917	All other hours; Every day, including weekends and holidays
BEV2S	**Summer/Winter**				
	PEAK	$ 0.29981	**$ 0.30361**	$ 0.31626	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.10458	**$ 0.10838**	$ 0.11290	2:00 p.m. to 4:00 p.m. and 9:00 p.m. to 9:00 a.m.; Every day, including weekends and holidays
	SUPER OFF-PEAK	$ 0.08020	**$ 0.08400**	$ 0.08750	All other hours; Every day, including weekends and holidays
BEV2P	**Summer/Winter**				
	PEAK	$ 0.28984	**$ 0.29364**	$ 0.30588	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.10170	**$ 0.10550**	$ 0.10990	2:00 p.m. to 4:00 p.m. and 9:00 p.m. to 9:00 a.m.; Every day, including weekends and holidays
	SUPER OFF-PEAK	$ 0.07847	**$ 0.08227**	$ 0.08570	All other hours; Every day, including weekends and holidays

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SVCE Rate Schedule	Time of Use Period	SVCE Generation Rates[1]	SVCE Generation Service[2]	PG&E Generation Service[3]	Notes
E-19-S	**Summer** (May-Oct)				
	PEAK	$ 0.10882	**$ 0.11262**	$ 0.11731	12:00 noon to 6:00 p.m. Monday through Friday (except holidays)
	PART-PEAK	$ 0.10882	**$ 0.11262**	$ 0.11731	8:30 a.m. to 12:00 noon Monday through Friday AND 6:00 p.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.10309	**$ 0.10689**	$ 0.11134	9:30 p.m. to 8:30 a.m. Monday through Friday, and All day Saturday, Sunday, and holidays
	PEAK (kW)	$ 13.27	**$ 13.27**	$ 13.82	
	PART-PEAK (kW)	$ 13.27	**$ 13.27**	$ 13.82	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.10060	**$ 0.10440**	$ 0.10875	8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.09992	**$ 0.10372**	$ 0.10804	9:30 p.m. to 8:30 a.m. Monday through Friday, All day Saturday, Sunday, and holidays
E-19-P	**Summer** (May-Oct)				
	PEAK	$ 0.09696	**$ 0.10076**	$ 0.10496	12:00 noon to 6:00 p.m. Monday through Friday (except holidays)
	PART-PEAK	$ 0.09696	**$ 0.10076**	$ 0.10496	8:30 a.m. to 12:00 noon Monday through Friday AND 6:00 p.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.09147	**$ 0.09527**	$ 0.09924	9:30 p.m. to 8:30 a.m. Monday through Friday, and All day Saturday, Sunday, and holidays
	PEAK (kW)	$ 11.66	**$ 11.66**	$ 12.15	
	PART-PEAK (kW)	$ 11.66	**$ 11.66**	$ 12.15	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.08910	**$ 0.09290**	$ 0.09677	8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.08846	**$ 0.09226**	$ 0.09610	9:30 p.m. to 8:30 a.m. Monday through Friday, All day Saturday, Sunday, and holidays

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Non-Residential Generation Rates and Generation Service Cost Comparison

SVCE Rate Schedule	Time of Use Period	SVCE Generation Rates[1]	SVCE Generation Service[2]	PG&E Generation Service[3]	Notes
E-19-T	**Summer** (May-Oct)				
	PEAK	$ 0.08685	**$ 0.09065**	$ 0.09443	12:00 noon to 6:00 p.m. Monday through Friday (except holidays)
	PART-PEAK	$ 0.08685	**$ 0.09065**	$ 0.09443	8:30 a.m. to 12:00 noon Monday through Friday AND 6:00 p.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.08142	**$ 0.08522**	$ 0.08877	9:30 p.m. to 8:30 a.m. Monday through Friday, and All day Saturday, Sunday, and holidays
	PEAK (kW)	$ 12.89	**$ 12.89**	$ 13.43	
	PART-PEAK (kW)	$ 12.89	**$ 12.89**	$ 13.43	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.07909	**$ 0.08289**	$ 0.08634	8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.07845	**$ 0.08225**	$ 0.08568	9:30 p.m. to 8:30 a.m. Monday through Friday, All day Saturday, Sunday, and holidays
E-19-R-S	**Summer** (May-Oct)				
	PEAK	$ 0.16642	**$ 0.17022**	$ 0.17731	12:00 noon to 6:00 p.m. Monday through Friday (except holidays)
	PART-PEAK	$ 0.16642	**$ 0.17022**	$ 0.17731	8:30 a.m. to 12:00 noon Monday through Friday AND 6:00 p.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.13459	**$ 0.13839**	$ 0.14416	9:30 p.m. to 8:30 a.m. Monday through Friday, and All day Saturday, Sunday, and holidays
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.13211	**$ 0.13591**	$ 0.14157	8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.13143	**$ 0.13523**	$ 0.14086	9:30 p.m. to 8:30 a.m. Monday through Friday, All day Saturday, Sunday, and holidays

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Non-Residential Generation Rates and Generation Service Cost Comparison

SVCE Rate Schedule	Time of Use Period	SVCE Generation Rates[1]	SVCE Generation Service[2]	PG&E Generation Service[3]	Notes
E-19-R-P	**Summer** (May-Oct)				
	PEAK	$ 0.14756	**$ 0.15136**	$ 0.15767	12:00 noon to 6:00 p.m. Monday through Friday (except holidays)
	PART-PEAK	$ 0.14756	**$ 0.15136**	$ 0.15767	8:30 a.m. to 12:00 noon Monday through Friday AND 6:00 p.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.11939	**$ 0.12319**	$ 0.12832	9:30 p.m. to 8:30 a.m. Monday through Friday, and All day Saturday, Sunday, and holidays
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.11702	**$ 0.12082**	$ 0.12585	8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.11637	**$ 0.12017**	$ 0.12518	9:30 p.m. to 8:30 a.m. Monday through Friday, All day Saturday, Sunday, and holidays
E-19-R-T	**Summer** (May-Oct)				
	PEAK	$ 0.13945	**$ 0.14325**	$ 0.14922	12:00 noon to 6:00 p.m. Monday through Friday (except holidays)
	PART-PEAK	$ 0.13945	**$ 0.14325**	$ 0.14922	8:30 a.m. to 12:00 noon Monday through Friday AND 6:00 p.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.11482	**$ 0.11862**	$ 0.12356	9:30 p.m. to 8:30 a.m. Monday through Friday, and All day Saturday, Sunday, and holidays
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.11248	**$ 0.11628**	$ 0.12113	8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.11185	**$ 0.11565**	$ 0.12047	9:30 p.m. to 8:30 a.m. Monday through Friday, All day Saturday, Sunday, and holidays

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Non-Residential Generation Rates and Generation Service Cost Comparison

SVCE Rate Schedule	Time of Use Period	SVCE Generation Rates[1]	SVCE Generation Service[2]	PG&E Generation Service[3]	Notes
B-19-S	**Summer** (Jun-Sep)				
	PEAK	$ 0.17109	**$ 0.17489**	$ 0.18218	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	$ 0.13036	**$ 0.13416**	$ 0.13975	2:00 p.m. to 4:00 p.m. and 9:00 p.m. to 11:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.10155	**$ 0.10535**	$ 0.10974	All other hours
	PEAK	$ 20.48	**$ 20.48**	$ 21.33	
	PART-PEAK (kW)	$ 2.98	**$ 2.98**	$ 3.10	
	Winter (Oct-May)				
	PART-PEAK	$ 0.14522	**$ 0.14902**	$ 0.15523	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.10144	**$ 0.10524**	$ 0.10962	All other hours
	SUPER OFF-PEAK	$ 0.04269	**$ 0.04649**	$ 0.04843	9:00 a.m. to 2:00 p.m.; Every day in March, April, and May only
	PEAK (kW)	$ 2.43	**$ 2.43**	$ 2.53	
B-19-P	**Summer** (Jun-Sep)				
	PEAK	$ 0.15057	**$ 0.15437**	$ 0.16080	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	$ 0.11943	**$ 0.12323**	$ 0.12836	2:00 p.m. to 4:00 p.m. and 9:00 p.m. to 11:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.09235	**$ 0.09615**	$ 0.10016	All other hours
	PEAK (kW)	$ 17.32	**$ 17.32**	$ 18.04	
	PART-PEAK (kW)	$ 2.53	**$ 2.53**	$ 2.64	
	Winter (Oct-May)				
	PART-PEAK	$ 0.13246	**$ 0.13626**	$ 0.14194	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.09269	**$ 0.09649**	$ 0.10051	All other hours
	SUPER OFF-PEAK	$ 0.03611	**$ 0.03991**	$ 0.04157	9:00 a.m. to 2:00 p.m.; Every day in March, April, and May only
	PEAK (kW)	$ 1.78	**$ 1.78**	$ 1.85	

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Non-Residential Generation Rates and Generation Service Cost Comparison

SVCE Rate Schedule	Time of Use Period	SVCE Generation Rates[1]	SVCE Generation Service[2]	PG&E Generation Service[3]	Notes
B-19-T	**Summer** (Jun-Sep)				
	PEAK	$ 0.13621	**$ 0.14001**	$ 0.14584	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	$ 0.12313	**$ 0.12693**	$ 0.13222	2:00 p.m. to 4:00 p.m. and 9:00 p.m. to 11:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.09530	**$ 0.09910**	$ 0.10323	All other hours
	PEAK (kW)	$ 15.39	**$ 15.39**	$ 16.03	
	PART-PEAK (kW)	$ 3.85	**$ 3.85**	$ 4.01	
	Winter (Oct-May)				
	PART-PEAK	$ 0.13532	**$ 0.13912**	$ 0.14492	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.09592	**$ 0.09972**	$ 0.10387	All other hours
	SUPER OFF-PEAK	$ 0.03795	**$ 0.04175**	$ 0.04349	9:00 a.m. to 2:00 p.m.; Every day in March, April, and May only
	PEAK (kW)	$ 1.48	**$ 1.48**	$ 1.54	
B-19-R-S / B-19-ST-S	**Summer** (Jun-Sep)				
	PEAK	$ 0.28679	**$ 0.29059**	$ 0.30270	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	$ 0.15664	**$ 0.16044**	$ 0.16713	2:00 p.m. to 4:00 p.m. and 9:00 p.m. to 11:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.11968	**$ 0.12348**	$ 0.12862	All other hours
	Winter (Oct-May)				
	PEAK	$ 0.16024	**$ 0.16404**	$ 0.17087	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.11961	**$ 0.12341**	$ 0.12855	All other hours
	SUPER OFF-PEAK	$ 0.08522	**$ 0.08902**	$ 0.09273	9:00 a.m. to 2:00 p.m.; Every day in March, April, and May only

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Non-Residential Generation Rates and Generation Service Cost Comparison

SVCE Rate Schedule	Time of Use Period	SVCE Generation Rates[1]	SVCE Generation Service[2]	PG&E Generation Service[3]	Notes
B-19-R-P / B-19-ST-P	**Summer** (Jun-Sep)				
	PEAK	$ 0.25962	**$ 0.26342**	$ 0.27440	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	$ 0.14103	**$ 0.14483**	$ 0.15086	2:00 p.m. to 4:00 p.m. and 9:00 p.m. to 11:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.10705	**$ 0.11085**	$ 0.11547	All other hours
	Winter (Oct-May)				
	PEAK	$ 0.14330	**$ 0.14710**	$ 0.15323	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.10716	**$ 0.11096**	$ 0.11558	All other hours
	SUPER OFF-PEAK	$ 0.07277	**$ 0.07657**	$ 0.07976	9:00 a.m. to 2:00 p.m.; Every day in March, April, and May only
B-19-R-T / B-19-ST-T	**Summer** (Jun-Sep)				
	PEAK	$ 0.22594	**$ 0.22974**	$ 0.23931	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	$ 0.14770	**$ 0.15150**	$ 0.15781	2:00 p.m. to 4:00 p.m. and 9:00 p.m. to 11:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.10723	**$ 0.11103**	$ 0.11566	All other hours
	Winter (Oct-May)				
	PEAK	$ 0.13977	**$ 0.14357**	$ 0.14955	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.10744	**$ 0.11124**	$ 0.11587	All other hours
	SUPER OFF-PEAK	$ 0.07305	**$ 0.07685**	$ 0.08005	9:00 a.m. to 2:00 p.m.; Every day in March, April, and May only

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SVCE Rate Schedule	Time of Use Period	SVCE Generation Rates[1]	SVCE Generation Service[2]	PG&E Generation Service[3]	Notes
E-20-S	**Summer** (May-Oct)				
	PEAK	$ 0.10385	**$ 0.10745**	$ 0.11193	12:00 noon to 6:00 p.m. Monday through Friday (except holidays)
	PART-PEAK	$ 0.10385	**$ 0.10745**	$ 0.11193	8:30 a.m. to 12:00 noon Monday through Friday AND 6:00 p.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.09817	**$ 0.10177**	$ 0.10601	9:30 p.m. to 8:30 a.m. Monday through Friday, and All day Saturday, Sunday, and holidays
	PEAK (kW)	$ 12.73	**$ 12.73**	$ 13.26	
	PART-PEAK (kW)	$ 12.73	**$ 12.73**	$ 13.26	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.09568	**$ 0.09928**	$ 0.10342	8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.09500	**$ 0.09860**	$ 0.10271	9:30 p.m. to 8:30 a.m. Monday through Friday, All day Saturday, Sunday, and holidays
E-20-P	**Summer** (May-Oct)				
	PEAK	$ 0.10051	**$ 0.10399**	$ 0.10832	12:00 noon to 6:00 p.m. Monday through Friday (except holidays)
	PART-PEAK	$ 0.10051	**$ 0.10399**	$ 0.10832	8:30 a.m. to 12:00 noon Monday through Friday AND 6:00 p.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.09498	**$ 0.09846**	$ 0.10256	9:30 p.m. to 8:30 a.m. Monday through Friday, and All day Saturday, Sunday, and holidays
	PEAK (kW)	$ 13.67	**$ 13.67**	$ 14.24	
	PART-PEAK (kW)	$ 13.67	**$ 13.67**	$ 14.24	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.09261	**$ 0.09609**	$ 0.10009	8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.09196	**$ 0.09544**	$ 0.09942	9:30 p.m. to 8:30 a.m. Monday through Friday, All day Saturday, Sunday, and holidays

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Non-Residential Generation Rates and Generation Service Cost Comparison

SVCE Rate Schedule	Time of Use Period	SVCE Generation Rates[1]	SVCE Generation Service[2]	PG&E Generation Service[3]	Notes
E-20-T	**Summer** (May-Oct)				
	PEAK	$ 0.08769	**$ 0.09093**	$ 0.09472	12:00 noon to 6:00 p.m. Monday through Friday (except holidays)
	PART-PEAK	$ 0.08769	**$ 0.09093**	$ 0.09472	8:30 a.m. to 12:00 noon Monday through Friday AND 6:00 p.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.08225	**$ 0.08549**	$ 0.08905	9:30 p.m. to 8:30 a.m. Monday through Friday, and All day Saturday, Sunday, and holidays
	PEAK (kW)	$ 16.57	**$ 16.57**	$ 17.26	
	PART-PEAK (kW)	$ 16.57	**$ 16.57**	$ 17.26	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.07992	**$ 0.08316**	$ 0.08662	8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.07928	**$ 0.08252**	$ 0.08596	9:30 p.m. to 8:30 a.m. Monday through Friday, All day Saturday, Sunday, and holidays
E-20-R-S	**Summer** (May-Oct)				
	PEAK	$ 0.15553	**$ 0.15913**	$ 0.16576	12:00 noon to 6:00 p.m. Monday through Friday (except holidays)
	PART-PEAK	$ 0.15553	**$ 0.15913**	$ 0.16576	8:30 a.m. to 12:00 noon Monday through Friday AND 6:00 p.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.12637	**$ 0.12997**	$ 0.13539	9:30 p.m. to 8:30 a.m. Monday through Friday, and All day Saturday, Sunday, and holidays
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.12389	**$ 0.12749**	$ 0.13280	8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.12321	**$ 0.12681**	$ 0.13209	9:30 p.m. to 8:30 a.m. Monday through Friday, All day Saturday, Sunday, and holidays

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SVCE Rate Schedule	Time of Use Period	SVCE Generation Rates[1]	SVCE Generation Service[2]	PG&E Generation Service[3]	Notes
E-20-R-P	**Summer** (May-Oct)				
	PEAK	$ 0.15155	**$ 0.15503**	$ 0.16149	12:00 noon to 6:00 p.m. Monday through Friday (except holidays)
	PART-PEAK	$ 0.15259	**$ 0.15607**	$ 0.16257	8:30 a.m. to 12:00 noon Monday through Friday AND 6:00 p.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.12126	**$ 0.12474**	$ 0.12994	9:30 p.m. to 8:30 a.m. Monday through Friday, and All day Saturday, Sunday, and holidays
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.11889	**$ 0.12237**	$ 0.12747	8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.11825	**$ 0.12173**	$ 0.12680	9:30 p.m. to 8:30 a.m. Monday through Friday, All day Saturday, Sunday, and holidays
E-20-R-T	**Summer** (May-Oct)				
	PEAK	$ 0.14429	**$ 0.14753**	$ 0.15368	12:00 noon to 6:00 p.m. Monday through Friday (except holidays)
	PART-PEAK	$ 0.14429	**$ 0.14753**	$ 0.15368	8:30 a.m. to 12:00 noon Monday through Friday AND 6:00 p.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.11433	**$ 0.11757**	$ 0.12247	9:30 p.m. to 8:30 a.m. Monday through Friday, and All day Saturday, Sunday, and holidays
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.11200	**$ 0.11524**	$ 0.12004	8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.11136	**$ 0.11460**	$ 0.11938	9:30 p.m. to 8:30 a.m. Monday through Friday, All day Saturday, Sunday, and holidays

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Non-Residential Generation Rates and Generation Service Cost Comparison

SVCE Rate Schedule	Time of Use Period	SVCE Generation Rates[1]	SVCE Generation Service[2]	PG&E Generation Service[3]	Notes
B-20-S	**Summer** (Jun-Sep)				
	PEAK	$ 0.16463	**$ 0.16823**	$ 0.17524	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	$ 0.12780	**$ 0.13140**	$ 0.13687	2:00 p.m. to 4:00 p.m. and 9:00 p.m. to 11:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.09871	**$ 0.10231**	$ 0.10657	All other hours
	PEAK (kW)	$ 19.34	**$ 19.34**	$ 20.15	
	PART-PEAK (kW)	$ 2.80	**$ 2.80**	$ 2.92	
	Winter (Oct-May)				
	PEAK	$ 0.14268	**$ 0.14628**	$ 0.15238	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.09848	**$ 0.10208**	$ 0.10633	All other hours
	SUPER OFF-PEAK	$ 0.03925	**$ 0.04285**	$ 0.04464	9:00 a.m. to 2:00 p.m.; Every day in March, April, and May only
	PEAK (kW)	$ 2.47	**$ 2.47**	$ 2.57	
B-20-P	**Summer** (Jun-Sep)				
	PEAK	$ 0.16102	**$ 0.16450**	$ 0.17135	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	$ 0.12141	**$ 0.12489**	$ 0.13009	2:00 p.m. to 4:00 p.m. and 9:00 p.m. to 11:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.09379	**$ 0.09727**	$ 0.10132	All other hours
	PEAK (kW)	$ 21.64	**$ 21.64**	$ 22.54	
	PART-PEAK (kW)	$ 2.98	**$ 2.98**	$ 3.10	
	Winter (Oct-May)				
	PEAK	$ 0.13581	**$ 0.13929**	$ 0.14509	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.09385	**$ 0.09733**	$ 0.10139	All other hours
	SUPER OFF-PEAK	$ 0.03434	**$ 0.03782**	$ 0.03940	9:00 a.m. to 2:00 p.m.; Every day in March, April, and May only
	PEAK (kW)	$ 2.49	**$ 2.49**	$ 2.59	

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SVCE Rate Schedule	Time of Use Period	SVCE Generation Rates[1]	SVCE Generation Service[2]	PG&E Generation Service[3]	Notes
B-20-T	**Summer** (Jun-Sep)				
	PEAK	$ 0.13904	**$ 0.14228**	$ 0.14821	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	$ 0.11415	**$ 0.11739**	$ 0.12228	2:00 p.m. to 4:00 p.m. and 9:00 p.m. to 11:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.08638	**$ 0.08962**	$ 0.09335	All other hours
	PEAK (kW)	$ 22.58	**$ 22.58**	$ 23.52	
	PART-PEAK (kW)	$ 5.39	**$ 5.39**	$ 5.61	
	Winter (Oct-May)				
	PEAK	$ 0.13236	**$ 0.13560**	$ 0.14125	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.08212	**$ 0.08536**	$ 0.08892	All other hours
	SUPER OFF-PEAK	$ 0.03195	**$ 0.03519**	$ 0.03666	9:00 a.m. to 2:00 p.m.; Every day in March, April, and May only
	PEAK (kW)	$ 3.01	**$ 3.01**	$ 3.14	
B-20-R-S / B-20-ST-S	**Summer** (Jun-Sep)				
	PEAK	$ 0.27679	**$ 0.28039**	$ 0.29207	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	$ 0.14935	**$ 0.15295**	$ 0.15932	2:00 p.m. to 4:00 p.m. and 9:00 p.m. to 11:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.11339	**$ 0.11699**	$ 0.12186	All other hours
	Winter (Oct-May)				
	PEAK	$ 0.15524	**$ 0.15884**	$ 0.16546	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.11326	**$ 0.11686**	$ 0.12173	All other hours
	SUPER OFF-PEAK	$ 0.07894	**$ 0.08254**	$ 0.08598	9:00 a.m. to 2:00 p.m.; Every day in March, April, and May only

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SVCE Rate Schedule	Time of Use Period	SVCE Generation Rates[1]	SVCE Generation Service[2]	PG&E Generation Service[3]	Notes
B-20-R-P / B-20-ST-P	**Summer** (Jun-Sep)				
	PEAK	$ 0.26550	**$ 0.26898**	$ 0.28019	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	$ 0.14176	**$ 0.14524**	$ 0.15129	2:00 p.m. to 4:00 p.m. and 9:00 p.m. to 11:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.10845	**$ 0.11193**	$ 0.11659	All other hours
	Winter (Oct-May)				
	PEAK	$ 0.14696	**$ 0.15044**	$ 0.15671	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.10849	**$ 0.11197**	$ 0.11664	All other hours
	SUPER OFF-PEAK	$ 0.07417	**$ 0.07765**	$ 0.08089	9:00 a.m. to 2:00 p.m.; Every day in March, April, and May only
B-20-R-T / B-20-ST-T	**Summer** (Jun-Sep)				
	PEAK	$ 0.26265	**$ 0.26589**	$ 0.27697	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	$ 0.14878	**$ 0.15202**	$ 0.15835	2:00 p.m. to 4:00 p.m. and 9:00 p.m. to 11:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.10054	**$ 0.10378**	$ 0.10810	All other hours
	Winter (Oct-May)				
	PEAK	$ 0.14862	**$ 0.15186**	$ 0.15819	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.09773	**$ 0.10097**	$ 0.10518	All other hours
	SUPER OFF-PEAK	$ 0.06624	**$ 0.06948**	$ 0.07238	9:00 a.m. to 2:00 p.m.; Every day in March, April, and May only

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Non-Residential Generation Rates and Generation Service Cost Comparison

SVCE Rate Schedule	Time of Use Period	SVCE Generation Rates[1]	SVCE Generation Service[2]	PG&E Generation Service[3]	Notes
AG-1-A	**Summer** (May-Oct)	$ 0.11641	**$ 0.11997**	$ 0.12497	Rates applicable to all usage throughout the season
	SUMMER MAX	$ 2.69	**$ 2.69**	$ 2.80	
	Winter (Nov-Apr)	$ 0.10335	**$ 0.10691**	$ 0.11136	Rates applicable to all usage throughout the season
AG-1-B	**Summer** (May-Oct)	$ 0.12620	**$ 0.12976**	$ 0.13517	Rates applicable to all usage throughout the season
	SUMMER MAX	$ 4.00	**$ 4.00**	$ 4.17	
	Winter (Nov-Apr)	$ 0.09733	**$ 0.10089**	$ 0.10509	Rates applicable to all usage throughout the season
AG-A1	**Summer** (Jun-Sep)				
	PEAK	$ 0.25215	**$ 0.25571**	$ 0.26636	5:00 p.m. to 8:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.13725	**$ 0.14081**	$ 0.14668	All other hours
	Winter (Oct-May)				
	PEAK	$ 0.13407	**$ 0.13763**	$ 0.14336	5:00 p.m. to 8:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.10867	**$ 0.11223**	$ 0.11691	All other hours
AG-A2	**Summer** (Jun-Sep)				
	PEAK	$ 0.25215	**$ 0.25571**	$ 0.26636	5:00 p.m. to 8:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.13725	**$ 0.14081**	$ 0.14668	All other hours
	Winter (Oct-May)				
	PEAK	$ 0.13407	**$ 0.13763**	$ 0.14336	5:00 p.m. to 8:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.10867	**$ 0.11223**	$ 0.11691	All other hours

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SVCE Rate Schedule	Time of Use Period	SVCE Generation Rates[1]	SVCE Generation Service[2]	PG&E Generation Service[3]	Notes
AG-RA	**Summer** (May-Oct)				
	PEAK	$ 0.11393	**$ 0.11749**	$ 0.12239	Group I 12:00 noon to 6:00 p.m. Monday, Tuesday, Wednesday Group II 12:00 noon to 6:00 p.m. Wednesday, Thursday, Friday
	OFF-PEAK	$ 0.11393	**$ 0.11749**	$ 0.12239	All other hours Monday through Friday All day Saturday, Sunday, holidays
	SUMMER	$ 2.14	**$ 2.14**	$ 2.23	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.09799	**$ 0.10155**	$ 0.10578	8:30 a.m. to 9:30 p.m. Monday through Friday
	OFF-PEAK	$ 0.09731	**$ 0.10087**	$ 0.10507	All other hours Monday through Friday All day Saturday, Sunday, holidays
AG-RB	**Summer** (May-Oct)				
	PEAK	$ 0.10756	**$ 0.11112**	$ 0.11575	Group I 12:00 noon to 6:00 p.m. Monday, Tuesday, Wednesday Group II 12:00 noon to 6:00 p.m. Wednesday, Thursday, Friday
	OFF-PEAK	$ 0.10756	**$ 0.11112**	$ 0.11575	All other hours Monday through Friday All day Saturday, Sunday, holidays
	MAX	$ 3.16	**$ 3.16**	$ 3.29	
	PEAK	$ -	**$ -**	$ -	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.09662	**$ 0.10018**	$ 0.10435	8:30 a.m. to 9:30 p.m. Monday through Friday
	OFF-PEAK	$ 0.09593	**$ 0.09949**	$ 0.10364	All other hours Monday through Friday All day Saturday, Sunday, holidays
AG-FA	**Summer** (Jun-Sep)				
	PEAK	$ 0.21929	**$ 0.22285**	$ 0.23214	5:00 p.m. to 8:00 p.m.; Every day, including weekends and holidays, except for the special off-peak days by Group as indicated below
	OFF-PEAK	$ 0.14524	**$ 0.14880**	$ 0.15500	All other hours and all day for the days indicated by these options: Option 1) Wednesday and Thursday; Option 2) Saturday and Sunday; Option 3) Monday and Friday
	Winter (Oct-May)				
	PEAK	$ 0.13545	**$ 0.13901**	$ 0.14480	5:00 p.m. to 8:00 p.m.; Every day, including weekends and holidays, except for the special off-peak days by Group as indicated below
	OFF-PEAK	$ 0.11006	**$ 0.11362**	$ 0.11835	All other hours and all day for the days indicated by these options: Option 1) Wednesday and Thursday; Option 2) Saturday and Sunday; Option 3) Monday and Friday

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Non-Residential Generation Rates and Generation Service Cost Comparison

SVCE Rate Schedule	Time of Use Period	SVCE Generation Rates[1]	SVCE Generation Service[2]	PG&E Generation Service[3]	Notes
AG-FB	**Summer** (Jun-Sep)				
	PEAK	$ 0.23732	**$ 0.24088**	$ 0.25092	5:00 p.m. to 8:00 p.m.; Every day, including weekends and holidays, except for the special off-peak days by Group as indicated below
	OFF-PEAK	$ 0.15927	**$ 0.16283**	$ 0.16961	All other hours and all day for the days indicated by these options: Option 1) Wednesday and Thursday; Option 2) Saturday and Sunday; Option 3) Monday and Friday
	Winter (Oct-May)				
	PEAK	$ 0.14769	**$ 0.15125**	$ 0.15755	5:00 p.m. to 8:00 p.m.; Every day, including weekends and holidays, except for the special off-peak days by Group as indicated below
	OFF-PEAK	$ 0.12230	**$ 0.12586**	$ 0.13110	All other hours and all day for the days indicated by these options: Option 1) Wednesday and Thursday; Option 2) Saturday and Sunday; Option 3) Monday and Friday
AG-FC	**Summer** (Jun-Sep)				
	PEAK	$ 0.13941	**$ 0.14297**	$ 0.14893	5:00 p.m. to 8:00 p.m.; Every day, including weekends and holidays, except for the special off-peak days by Group as indicated below
	OFF-PEAK	$ 0.11060	**$ 0.11416**	$ 0.11892	All other hours and all day for the days indicated by these options: Option 1) Wednesday and Thursday; Option 2) Saturday and Sunday; Option 3) Monday and Friday
	MAX	$ 17.24	**$ 17.24**	$ 17.96	
	Winter (Oct-May)				
	PEAK	$ 0.12557	**$ 0.12913**	$ 0.13451	5:00 p.m. to 8:00 p.m.; Every day, including weekends and holidays, except for the special off-peak days by Group as indicated below
	OFF-PEAK	$ 0.10018	**$ 0.10374**	$ 0.10806	All other hours and all day for the days indicated by these options: Option 1) Wednesday and Thursday; Option 2) Saturday and Sunday; Option 3) Monday and Friday
AG-VA	**Summer** (May-Oct)				
	PEAK	$ 0.11033	**$ 0.11389**	$ 0.11864	Group I 12:00 noon to 4:00 p.m. Monday through Friday Group II 1:00 p.m. to 5:00 p.m. Monday through Friday Group III 2:00 p.m. to 6:00 p.m. Monday through Friday
	OFF-PEAK	$ 0.11033	**$ 0.11389**	$ 0.11864	All other hours Monday through Friday All day Saturday, Sunday, holidays
	SUMMER	$ 2.25	**$ 2.25**	$ 2.34	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.09571	**$ 0.09927**	$ 0.10341	8:30 a.m. to 9:30 p.m. Monday through Friday
	OFF-PEAK	$ 0.09503	**$ 0.09859**	$ 0.10270	All other hours Monday through Friday All day Saturday, Sunday, holidays

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SVCE Rate Schedule	Time of Use Period	SVCE Generation Rates[1]	SVCE Generation Service[2]	PG&E Generation Service[3]	Notes
AG-VB	**Summer** (May-Oct)				
	PEAK	$ 0.10423	**$ 0.10779**	$ 0.11228	Group I 12:00 noon to 4:00 p.m. Monday through Friday Group II 1:00 p.m. to 5:00 p.m. Monday through Friday Group III 2:00 p.m. to 6:00 p.m. Monday through Friday
	OFF-PEAK	$ 0.10423	**$ 0.10779**	$ 0.11228	All other hours Monday through Friday All day Saturday, Sunday, holidays
	MAX	$ 2.99	**$ 2.99**	$ 3.11	
	PEAK	$ -	**$ -**	$ -	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.09232	**$ 0.09588**	$ 0.09987	8:30 a.m. to 9:30 p.m. Monday through Friday
	OFF-PEAK	$ 0.09163	**$ 0.09519**	$ 0.09916	All other hours Monday through Friday All day Saturday, Sunday, holidays
AG-4-A	**Summer** (May-Oct)				
	PEAK	$ 0.11178	**$ 0.11534**	$ 0.12015	12:00 noon to 6:00 p.m. Monday through Friday
	OFF-PEAK	$ 0.11178	**$ 0.11534**	$ 0.12015	All other hours Monday through Friday All day Saturday, Sunday, holidays
	SUMMER	$ 2.20	**$ 2.20**	$ 2.29	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.09808	**$ 0.10164**	$ 0.10588	8:30 a.m. to 9:30 p.m. Monday through Friday
	OFF-PEAK	$ 0.09740	**$ 0.10096**	$ 0.10517	All other hours Monday through Friday All day Saturday, Sunday, holidays

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SVCE Rate Schedule	Time of Use Period	SVCE Generation Rates[1]	SVCE Generation Service[2]	PG&E Generation Service[3]	Notes
AG-4-B	**Summer** (May-Oct)				
	PEAK	$ 0.12627	**$ 0.12983**	$ 0.13524	12:00 noon to 6:00 p.m. Monday through Friday
	OFF-PEAK	$ 0.12627	**$ 0.12983**	$ 0.13524	All other hours Monday through Friday All day Saturday, Sunday, holidays
	MAX	$ 4.00	**$ 4.00**	$ 4.17	
	PEAK	$ -	**$ -**	$ -	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.11284	**$ 0.11640**	$ 0.12125	8:30 a.m. to 9:30 p.m. Monday through Friday
	OFF-PEAK	$ 0.11218	**$ 0.11574**	$ 0.12056	All other hours Monday through Friday All day Saturday, Sunday, holidays
AG-4-C	**Summer** (May-Oct)				
	PEAK	$ 0.10525	**$ 0.10881**	$ 0.11334	12:00 noon to 6:00 p.m. Monday through Friday
	PART-PEAK	$ 0.10525	**$ 0.10881**	$ 0.11334	8:30 a.m. to 12:00 p.m. Monday through Friday AND 6:00 p.m. to 9:30 p.m. Monday through Friday
	OFF-PEAK	$ 0.09449	**$ 0.09805**	$ 0.10214	9:30 p.m. to 8:30 a.m. Monday through Friday All day Saturday, Sunday, holidays
	PEAK	$ 4.22	**$ 4.22**	$ 4.40	
	PART-PEAK	$ 4.22	**$ 4.22**	$ 4.40	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.09201	**$ 0.09557**	$ 0.09955	8:30 a.m. to 9:30 p.m. Monday through Friday
	OFF-PEAK	$ 0.09133	**$ 0.09489**	$ 0.09884	All other hours Monday through Friday All day Saturday, Sunday, holidays

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SVCE Rate Schedule	Time of Use Period	SVCE Generation Rates[1]	SVCE Generation Service[2]	PG&E Generation Service[3]	Notes
AG-B	**Summer** (Jun-Sep)				
	PEAK	$ 0.26843	**$ 0.27199**	$ 0.28332	5:00 p.m. to 8:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.15028	**$ 0.15384**	$ 0.16025	All other hours
	Winter (Oct-May)				
	PEAK	$ 0.14515	**$ 0.14871**	$ 0.15491	5:00 p.m. to 8:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.12000	**$ 0.12356**	$ 0.12871	All other hours
AG-5-A	**Summer** (May-Oct)				
	PEAK	$ 0.11849	**$ 0.12205**	$ 0.12714	12:00 noon to 6:00 p.m. Monday through Friday
	OFF-PEAK	$ 0.11849	**$ 0.12205**	$ 0.12714	All other hours Monday through Friday All day Saturday, Sunday, holidays
	SUMMER	$ 6.07	**$ 6.07**	$ 6.32	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.10671	**$ 0.11027**	$ 0.11486	8:30 a.m. to 9:30 p.m. Monday through Friday
	OFF-PEAK	$ 0.10602	**$ 0.10958**	$ 0.11415	All other hours Monday through Friday All day Saturday, Sunday, holidays

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Non-Residential Generation Rates and Generation Service Cost Comparison

AG-5-B

Summer (May-Oct)

SVCE Rate Schedule / Time of Use Period	SVCE Generation Rates[1]	SVCE Generation Service[2]	PG&E Generation Service[3]	Notes
PEAK	$ 0.11440	**$ 0.11796**	$ 0.12287	12:00 noon to 6:00 p.m. Monday through Friday
OFF-PEAK	$ 0.11440	**$ 0.11796**	$ 0.12287	All other hours Monday through Friday All day Saturday, Sunday, holidays
MAX	$ 7.77	**$ 7.77**	$ 8.09	
PEAK	$ -	**$ -**	$ -	

Winter (Nov-Apr)

SVCE Rate Schedule / Time of Use Period	SVCE Generation Rates[1]	SVCE Generation Service[2]	PG&E Generation Service[3]	Notes
PART-PEAK	$ 0.10246	**$ 0.10602**	$ 0.11044	8:30 a.m. to 9:30 p.m. Monday through Friday
OFF-PEAK	$ 0.10181	**$ 0.10537**	$ 0.10976	All other hours Monday through Friday All day Saturday, Sunday, holidays

AG-5-C

Summer (May-Oct)

SVCE Rate Schedule / Time of Use Period	SVCE Generation Rates[1]	SVCE Generation Service[2]	PG&E Generation Service[3]	Notes
PEAK	$ 0.09504	**$ 0.09860**	$ 0.10271	12:00 noon to 6:00 p.m. Monday through Friday
PART-PEAK	$ 0.09504	**$ 0.09860**	$ 0.10271	8:30 a.m. to 12:00 p.m. Monday through Friday AND 6:00 p.m. to 9:30 p.m. Monday through Friday
OFF-PEAK	$ 0.08921	**$ 0.09277**	$ 0.09664	9:30 p.m. to 8:30 a.m. Monday through Friday All day Saturday, Sunday, holidays
PEAK	$ 8.72	**$ 8.72**	$ 9.08	
PART-PEAK	$ 8.72	**$ 8.72**	$ 9.08	

Winter (Nov-Apr)

SVCE Rate Schedule / Time of Use Period	SVCE Generation Rates[1]	SVCE Generation Service[2]	PG&E Generation Service[3]	Notes
PART-PEAK	$ 0.08673	**$ 0.09029**	$ 0.09405	8:30 a.m. to 9:30 p.m. Monday through Friday
OFF-PEAK	$ 0.08605	**$ 0.08961**	$ 0.09334	All other hours Monday through Friday All day Saturday, Sunday, holidays

Silicon Valley Clean Energy **Agriculture**

Non-Residential Generation Rates and Generation Service Cost Comparison

SVCE Rate Schedule	Time of Use Period	SVCE Generation Rates[1]	SVCE Generation Service[2]	PG&E Generation Service[3]	Notes
AG-C	**Summer** (Jun-Sep)				
	PEAK	$ 0.12893	**$ 0.13249**	$ 0.13801	5:00 p.m. to 8:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.10063	**$ 0.10419**	$ 0.10853	All other hours
	MAX	$ 17.24	**$ 17.24**	$ 17.96	
	Winter (Oct-May)				
	PEAK	$ 0.11488	**$ 0.11844**	$ 0.12337	5:00 p.m. to 8:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.09038	**$ 0.09394**	$ 0.09785	All other hours

SILICON VALLEY CLEAN ENERGY

Silicon Valley Clean Energy **Standby**

Non-Residential Generation Rates and Generation Service Cost Comparison

SVCE Rate Schedule	Time of Use Period	SVCE Generation Rates[1]	SVCE Generation Service[2]	PG&E Generation Service[3]	Notes
STOUS	**Summer** (May-Oct)				
	PEAK	$ 0.15543	**$ 0.15823**	$ 0.16482	12:00 noon to 6:00 p.m. Monday through Friday (except holidays)
	PART-PEAK	$ 0.12860	**$ 0.13140**	$ 0.13687	8:30 a.m. to 12:00 noon AND 6:00 p.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.09347	**$ 0.09627**	$ 0.10028	9:30 p.m. to 8:30 a.m. Monday through Friday All Day Saturday, Sunday, and holidays
	Reservation (kW)	$ 0.65	**$ 0.65**	$ 0.68	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.13287	**$ 0.13567**	$ 0.14132	8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.10566	**$ 0.10846**	$ 0.11298	9:30 p.m. to 8:30 a.m. Monday through Friday All Day Saturday, Sunday and holidays
	Reservation (kW)	$ 0.65	**$ 0.65**	$ 0.68	
STOUP	**Summer** (May-Oct)				
	PEAK	$ 0.15543	**$ 0.15823**	$ 0.16482	12:00 noon to 6:00 p.m. Monday through Friday (except holidays)
	PART-PEAK	$ 0.12860	**$ 0.13140**	$ 0.13687	8:30 a.m. to 12:00 noon AND 6:00 p.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.09347	**$ 0.09627**	$ 0.10028	9:30 p.m. to 8:30 a.m. Monday through Friday All Day Saturday, Sunday, and holidays
	Reservation (kW)	$ 0.65	**$ 0.65**	$ 0.68	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.13287	**$ 0.13567**	$ 0.14132	8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.10566	**$ 0.10846**	$ 0.11298	9:30 p.m. to 8:30 a.m. Monday through Friday All Day Saturday, Sunday and holidays
	Reservation (kW)	$ 0.65	**$ 0.65**	$ 0.68	

Silicon Valley Clean Energy — Standby

Non-Residential Generation Rates and Generation Service Cost Comparison

SVCE Rate Schedule	Time of Use Period	SVCE Generation Rates[1]	SVCE Generation Service[2]	PG&E Generation Service[3]	Notes
STOUT	**Summer** (May-Oct)				
	PEAK	$ 0.12636	**$ 0.12916**	$ 0.13454	12:00 noon to 6:00 p.m. Monday through Friday (except holidays)
	PART-PEAK	$ 0.10432	**$ 0.10712**	$ 0.11158	8:30 a.m. to 12:00 noon AND 6:00 p.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.07515	**$ 0.07795**	$ 0.08120	9:30 p.m. to 8:30 a.m. Monday through Friday All Day Saturday, Sunday, and holidays
	Reservation (kW)	$ 0.54	**$ 0.54**	$ 0.56	
	Winter (Nov-Apr)				
	PART-PEAK	$ 0.10778	**$ 0.11058**	$ 0.11519	8:30 a.m. to 9:30 p.m. Monday through Friday (except holidays)
	OFF-PEAK	$ 0.08539	**$ 0.08819**	$ 0.09186	9:30 p.m. to 8:30 a.m. Monday through Friday All Day Saturday, Sunday and holidays
	Reservation (kW)	$ 0.54	**$ 0.54**	$ 0.56	
S-B-S	**Summer** (Jun-Sep)				
	PEAK	$ 0.12583	**$ 0.12863**	$ 0.13399	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	$ 0.11403	**$ 0.11683**	$ 0.12170	2:00 p.m. to 4:00 p.m. and 9:00 p.m. to 11:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.10091	**$ 0.10371**	$ 0.10803	All other hours
	Reservation (kW)	$ 0.99	**$ 0.99**	$ 1.03	
	Winter (Oct-May)				
	PEAK	$ 0.12111	**$ 0.12391**	$ 0.12907	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.10202	**$ 0.10482**	$ 0.10919	All other hours
	SUPER OFF-PEAK	$ 0.05964	**$ 0.06244**	$ 0.06504	9:00 a.m. to 2:00 p.m.; Every day in March, April, and May only
	Reservation (kW)	$ 0.99	**$ 0.99**	$ 1.03	

SILICON VALLEY CLEAN ENERGY

Silicon Valley Clean Energy **Standby**

Non-Residential Generation Rates and Generation Service Cost Comparison

SVCE Rate Schedule	Time of Use Period	SVCE Generation Rates[1]	SVCE Generation Service[2]	PG&E Generation Service[3]	Notes
S-B-P	**Summer** (Jun-Sep)				
	PEAK	$ 0.12583	**$ 0.12863**	$ 0.13399	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	$ 0.11403	**$ 0.11683**	$ 0.12170	2:00 p.m. to 4:00 p.m. and 9:00 p.m. to 11:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.10091	**$ 0.10371**	$ 0.10803	All other hours
	Reservation (kW)	$ 0.99	**$ 0.99**	$ 1.03	
	Winter (Oct-May)				
	PEAK	$ 0.12111	**$ 0.12391**	$ 0.12907	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.10202	**$ 0.10482**	$ 0.10919	All other hours
	SUPER OFF-PEAK	$ 0.05964	**$ 0.06244**	$ 0.06504	9:00 a.m. to 2:00 p.m.; Every day in March, April, and May only
	Reservation (kW)	$ 0.99	**$ 0.99**	$ 1.03	
S-B-T	**Summer** (Jun-Sep)				
	PEAK	$ 0.11543	**$ 0.11823**	$ 0.12316	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	PART-PEAK	$ 0.10394	**$ 0.10674**	$ 0.11119	2:00 p.m. to 4:00 p.m. and 9:00 p.m. to 11:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.09116	**$ 0.09396**	$ 0.09787	All other hours
	Reservation (kW)	$ 0.50	**$ 0.50**	$ 0.52	
	Winter (Oct-May)				
	PEAK	$ 0.11092	**$ 0.11372**	$ 0.11846	4:00 p.m. to 9:00 p.m.; Every day, including weekends and holidays
	OFF-PEAK	$ 0.09235	**$ 0.09515**	$ 0.09911	All other hours
	SUPER OFF-PEAK	$ 0.04989	**$ 0.05269**	$ 0.05489	9:00 a.m. to 2:00 p.m.; Every day in March, April, and May only
	Reservation (kW)	$ 0.50	**$ 0.50**	$ 0.52	

Silicon Valley Clean Energy **Lighting**

Non-Residential Generation Rates and Generation Service Cost Comparison

SVCE Rate Schedule	Time of Use Period	SVCE Generation Rates[1]	SVCE Generation Service[2]	PG&E Generation Service[3]	Notes
LS-1, LS-2, LS-3, OL-1	Year-round	$ 0.11900	**$ 0.12228**	$ 0.12737	Rates applicable to all usage throughout the year
TC-1	Year-round	$ 0.12877	**$ 0.13260**	$ 0.13813	Rates applicable to all usage throughout the year
GreenPrime			**+ $ 0.00800**		Same as applicable rate, with $0.008/kWh adder for 100% Renewable energy

DAYLIGHT SAVING TIME ADJUSTMENT: The time periods shown above will begin and end one hour later for the period between the second Sunday in March and the first Sunday in April, and for the period between the last Sunday in October and the first Sunday in November.

HOLIDAYS: Holidays, for the purpose of this rate schedule, are New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Christmas Day. The dates will be those on which holidays are legally observed.

[1] SVCE Generation Rates, without added PG&E fees, effective 1/1/2023

[2] SVCE Generation Service reflects our price for Generation, with added PG&E fees (PCIA and Franchise Fees), effective 1/1/2023

3 PG&E Generation service rate effective 1/1/2023

SILICON VALLEY
CLEAN ENERGY

Staff Report – Item 1h

Item 1h:	**Approve SVCE Hybrid Meetings Policy**
From:	Girish Balachandran, CEO
Prepared by:	Kevin Armstrong, Deputy Director of Administrative Services Bena Chang, Senior Government Affairs Manager Andrea Pizano, Board Clerk and Executive Assistant
Date:	1/11/2022

RECOMMENDATION

Staff recommends the SVCE Board of Directors approve policy GAP9, "Hybrid Meetings Policy".

BACKGROUND

Due to the COVID-19 pandemic, the Governor issued Executive Order N-29-20, suspending certain sections of the Brown Act. Pursuant to the Executive Order, legislative bodies no longer needed to list the location of each remote attendee, post agendas at each remote location, or allow the public to access each location. Further, a quorum of the legislative body does not need to be within the legislative body's jurisdiction. After several extensions, Executive Order N-29-20 expired on September 30, 2021.

On September 16, 2021 Governor Newsom signed AB 361, legislation that amended the Brown Act to allow local agencies to meet remotely during Governor declared emergencies under certain conditions. AB 361 authorizes local agencies to continue meeting remotely without following the Brown Act's standard teleconferencing provisions if the meeting is held during a state of emergency proclaimed by the Governor and either of the following applies: (1) state or local officials have imposed or recommended measures to promote social distancing; or (2) the agency has already determined or is determining whether, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

On September 13, 2022, the Governor signed AB 2449, which allows members of a legislative body to meet from a remote location under specific circumstances. The provisions of AB 2449 went into effect on January 1, 2023, and will be discussed in more detail in the Analysis & Discussion section.

On October 17, 2022, Governor Newsom's office announced that the COVID-19 State of Emergency will end on February 28, 2023. With this announcement, AB 361 can no longer be used following the termination of the emergency order.

ANALYSIS & DISCUSSION

Staff received feedback from the Executive Committee in March 2022 and the Board of Directors in April 2022 that continuing hybrid meetings would be preferred after Governor Newsom's emergency order was lifted.

At the December 14, 2022 Board of Directors meeting, staff presented an item to initiate discussion on how board and committee meetings could be conducted in a hybrid setting once the emergency order was lifted, with a recommendation to use only traditional Brown Act rules and not exercise AB 2449 unless for emergency situations.

Staff received feedback from board members that a return to traditional Brown Act rules should be the default for future meetings, while attendance under AB 2449 could be requested when a "just cause" or emergency situation arises. The development of an internal meetings policy is meant to provide guidance on how the process of requesting attendance under AB 2449 would be handled.

Provisions of AB 2449 are listed in the draft policy and include:

- A requirement that a **quorum of the legislative body participate in person from a single physical location** within the boundaries of the service territory;
- A limit on the reasons allowing a legislative body member to teleconference to "just cause" or emergency reasons. Just cause includes: 1) childcare/caregiving, 2) contagious illness, and 3) travel on **official government business**. Emergencies include physical or family medical emergencies that prevent a member from attending in-person.
- A limit on the exercise of teleconference provisions to no more than 3 consecutive months or 20% of the meetings in a calendar year (two meetings per legislative body for SVCE)
- The disclosure of the name and relationship of anyone over the age of 18 present with the member at the remote location.

If the above provisions are not met when a request to exercise AB 2449 is received, the board/committee member will be notified by staff and will not be able to participate in the meeting.

The traditional Brown Act rules that existed before the pandemic are still in effect. AB 2449 did not replace traditional Brown Act rules but adds another option for members of legislative bodies to participate in meetings remotely without disclosing their location under limited circumstances. Both sets of rules only apply to members of the legislative body and not to staff or the public. SVCE remains committed to providing wide access to the public for our Board and committee meetings.

The attached draft policy outlines regular meeting protocol in the event someone would like to participate remotely, in addition to the provisions of exercising AB 2449 in just cause or emergency situations.

STRATEGIC PLAN
Not applicable.

ALTERNATIVES
Staff is open to alternatives proposed by the Board of Directors.

FISCAL IMPACT
There may be minimal fiscal impact from reimbursing member agencies for fees and staff time associated with hosting Board members for remote meetings in locations other than Cupertino Community Hall.

ATTACHMENTS
1. Draft Policy: GAP9, "Hybrid Meetings Policy"
2. AB 361, AB 2449, and Traditional Brown Act Comparison Chart

SILICON VALLEY CLEAN ENERGY

GAP9

Category: GENERAL & ADMINISTRATIVE

HYBRID MEETINGS POLICY

I. PURPOSE

To establish standard procedure for conducting public Silicon Valley Clean Energy (SVCE) hybrid meetings following the termination of Governor Newsom's COVID-19 State of Emergency.

II. SCOPE

SVCE Board and Committee meetings subject to the Ralph M. Brown Act.

III. DEFINITIONS

"Hybrid meetings" shall mean meetings which allow participation of Board/Committee members, staff, and the public in person or via teleconferencing.

"Publicly accessible" shall mean a location in which a member of the public may attend a meeting and provide public comment.

"Teleconference" shall mean a meeting of individuals in different locations, connected by electronic means, through either audio or video, or both.

IV. POLICY

Following Governor Newsom's termination of the COVID-19 State of Emergency, SVCE meetings will follow the below policy.

Board meetings will be held at Cupertino Community Hall or other location as noticed; public committee meetings will be held at SVCE offices, unless otherwise noticed.

Board/Committee members may participate in meetings in person or via teleconference.

Teleconference meetings must meet the following requirements:
1. Each teleconference location must be identified in the notice and agenda of the meeting.
2. Agendas must be posted at each teleconference location.
3. Each location must be publicly accessible.

 Proposed: 1/11/2023

SILICON VALLEY CLEAN ENERGY

GAP9

Category: GENERAL & ADMINISTRATIVE

4. At least a quorum of the Board of Directors must participate from locations within SVCE's service territory.

If participating via teleconference, the publicly accessible location of participating board/committee members should be provided to the Board Clerk one week in advance of the meeting to allow for proper noticing on the meeting agenda.

Board members are encouraged to connect with their Alternate Directors in the event they are not able to attend a Board of Directors meeting.

Exercising AB 2449

Board/Committee members may exercise the use of AB 2449 to participate remotely for the following reasons:

"Just Cause" –

- Childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse or domestic partner.
- A contagious illness.
- Travel on official businesses of the legislative body or another state/local agency (if you are traveling for other business or recreational purposes, this would not constitute a just cause).

To participate remotely for "just cause," the member must notify the Board Clerk, who will notify the SVCE Board of Directors/committee members, at the earliest opportunity possible of the need to participate remotely. The member must provide a general description of the circumstances relating to their need to appear remotely.

A member may not participate remotely for "just cause" for more than two meetings per calendar year.

The Board Clerk will communicate with the requesting Board member whether the requested remote participation meets the requirements of AB 2449.

"Emergency" Situations –

An "emergency" means a physical or family medical emergency that prevents a member from attending in person.

SILICON VALLEY CLEAN ENERGY

GAP9

Category: GENERAL & ADMINISTRATIVE

To participate remotely for an emergency, the member must make a request at the earliest opportunity to the Board Clerk, who will notify the SVCE Board of Directors/committee members. The request must include a general description of the circumstances related to the need to appear remotely. A request must be made before each meeting at which the member will participate remotely.

The legislative body must take action to approve the request.

If the request is made too late to appear as an action item on the agenda, the SVCE Board of Directors may consider the request at the beginning of the meeting.

Requirements, Disclosures, and Limitations

Quorum and Audio and Visual Technology Requirement
At least a quorum of the members of the SVCE's Board of Directors/Committee members must participate in person at a singular physical location, which is within the agency's jurisdiction, at which the public can attend.

The member must participate through both audio and visual technology.

Disclosures
The member who is participating remotely must disclose whether anyone over the age of 18 is physically present and the general nature of the relationship with such person.

Limitations
A member cannot participate in a meeting using AB 2449 more than 3 consecutive months or 20% of the regular meetings of the agency within a calendar year. If a committee meets fewer than 10 times per calendar year, the limit is two meetings. For most SVCE Committees, the AB 2449 limit is two meetings per calendar year.

Please note the use of AB 2449 is not guaranteed if the above requirements cannot be met.

SILICON VALLEY CLEAN ENERGY

Attachment 2

Comparison Chart between AB 361, AB 2449, and Traditional Brown Act

	AB 361 (Rivas)	**AB 2449 (Rubio)**	**Traditional Brown Act Rules for Teleconferencing**
When can you use this authority?	During a declared state of emergency for COVID, which will end on February 28, 2023.	Starting January 1, 2023.	Anytime
Number of times you can participate remotely in a calendar year	Unlimited as long as the Board adopts a resolution making required findings.	No more than 3 consecutive months or 20% of meetings in a calendar year (2 times a year for SVCE bodies that meet monthly).	Unlimited
Quorum Requirement	Remote and in-person members both count for establishing quorum.	Legislative body must have a quorum in a single physical location within the agency's jurisdiction. The physical location must be accessible to the public.	Remote and in-person members both count for establishing quorum. Must have a quorum within the agency's jurisdiction but could be from multiple locations.
Disclosures	None required.	Must disclose anyone over the age of 18 in the room and the member of the legislative body's relationship to that person. The member must disclose the reason for teleconferencing.	The location of any remote locations must be identified on the agenda.
Public access to remote locations	Not required.	Not required.	Members of the public must have access to all remote locations and must be able to address the legislative body from the remote location. The agenda must be posted at the remote location.
Reasons to request teleconferencing	None needed.	Must be for "just cause" or "emergency" reasons. Just cause includes 1) childcare/caregiving, 2) contagious illness, and 3) travel on official government business. Emergencies include physical or family medical emergencies that prevents a member from attending in person.	None needed.

	AB 361 (Rivas)	AB 2449 (Rubio)	Traditional Brown Act Rules for Teleconferencing
When do you have to notice remote participation?	No need to provide notice of remote locations.	Member must notify the legislative body at the earliest possible time, including at the start of the meeting.	Notification needed prior to posting agenda - at minimum 72 hours in advance of the meeting.

Staff Report – Item 1i

Item 1i:	**California Community Power Report**
To:	Silicon Valley Clean Energy Board of Directors
From:	Girish Balachandran, CEO
Date:	1/11/2023

Per direction from the SVCE Board on December 9, 2020 for the CEO to provide a report of the ongoing activities of California Community Power (CC Power) after each of its meetings, this is to report CC Power held a regular board meeting on Wednesday, December 14, 2022.

Attached is a summary report from Interim General Manager Timothy Haines; materials from the November board meeting can be found here on the CC Power website: CC Power Meeting, 12/14/22

The next meeting of the board will be January 18, 2023 at 1:00 p.m.; meeting materials can be found on the CC Power website: https://cacommunitypower.org/meetings/

ATTACHMENTS:
1. CA Community Power Board Meeting Summary from Interim General Manager Timothy Haines, December 14, 2022

Power & Grid Symmetry, LLC

4900 9th Avenue, Sacramento, CA 95820

TO: CC Power Board of Directors and Alternates **DATE:** 12/15/2022

FROM: Tim Haines – Interim General Manager

SUBJECT: **Report on CC Power Regular Board of Directors Meeting – December 14, 2022**

The CC Power Board of Directors held its regularly scheduled meeting on Wednesday, December 14, 2022, via Zoom. Details on the Board packet, presentation materials, and public comment letters can be found under the Meetings tab at the CC Power website: https://cacommunitypower.org

Highlights of the meeting included the following:

- **Matters subsequent to posting the Agenda.** None.
- **Public Comment.** None.
- **Consent Calendar** - The Board approved the following items:
    - Minutes of the Regular Board Meeting held on November 16, 2022.
    - Resolution 22-12-01 Determination that Meeting in Person Would Present Imminent Risks to the Health or Safety of Attendees as a Result of the Proclaimed State of Emergency

- **Update from General Manager Search ad hoc Committee:** Chair Syphers informed the Board that J Tedesco & Associates has been retained to conduct the search for a full-time General Manager. The Position Specification is posted on the CC Power website and the process is expected to continue into late Q1 or early Q2. The ad hoc committee will keep the Board informed throughout the process.

- **Resolution 22-12-02 Approving the CC Power Strategic Business Plan –** The Board has received updates and provided feedback on the development of the three-year Strategic Business Plan during its recent monthly meetings. Phyllis Currie presented the recommended plan and responded to Board questions. The Board discussed the plan in relation to the full-time GM and additional items of Member interest. Ms. Curry noted that within the first 90 days in the position, the full-time GM will provide the Board feedback on the plan and develop an implementation plan. The Board adopted Resolution 22-12-02.

- **Resolution 22-12-03 Approving Amendment No. 1 to the Tumbleweed Energy Storage Service Agreement and Delegating Authority to the Interim General Manager to Execute the Amendment.** Monica Padilla explained that the California Independent System Operator increased capacity deliverability of the project from 69 MW to 75 MW. This amendment provides the additional capacity and associated energy to the project Participants at the same shares as the original contract. The Board adopted Resolution 22-12-03.

- **Resolution 22-12-04 Approving Amendments to the CC Power Project Participation Share Agreements and Delegating Authority to the Interim General Manager to Execute the Amendments** –General Counsel Iles and Justin Wynne presented the amendment to the Board. The amendment is part of an ongoing process to concentrate responsibility and authority for CC Power matters with the General Manager. The Board adopted Resolution 22-12-02.

- **Resolution 22-12-05 Setting the Regular Meeting Dates for 2023** – The Board adopted Resolution 22-12-05.

- **Discussion on End of Covid-19 State of Emergency in California meeting protocols** – General Counsel Iles described the general requirements for remote meetings under the Brown Act and the individual Member requirements under the approach that is being considered by CC Power. The Board was asked to give this consideration and provide feedback.

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 1j

Item 1j:	**Additional Committee Reports**
To:	Silicon Valley Clean Energy Board of Directors
Prepared by:	Andrea Pizano, Board Clerk/Executive Assistant
Date:	1/11/2023

There are no reports for the 1) Executive Committee, 2) Finance and Administration Committee and 3) Audit Committee as they have not met since November 14, 2022, October 2022 and September 2022, respectively.

The next meeting of these committees is expected for 2023; materials will be posted no later than 72 hours in advance of the meeting.

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 2

Item 2:	**CEO Report**
To:	Silicon Valley Clean Energy Board of Directors
Prepared by:	Girish Balachandran, CEO
Date:	1/11/2023

REPORT

Personnel Officer Update

SVCE continues to recruit for open positions across all teams, and is in the process of updating its remote work policy for 2023. Staff have recently updated SVCE's online job page and application to make the process of joining SVCE smoother and easier. Finally, SVCE benefits open enrollment is occurring throughout January.

Committee Appointments – Finance and Administration, Audit, Legislative Ad Hoc

Following the January meeting, Board Clerk Andrea Pizano will be sending information on our Finance and Administration, Audit, and Legislative Ad Hoc Committees for appointments at our February 8th Board of Directors meeting. Please reach out to her or me if you have any questions on these committees or membership.

CEO Agreements Executed

The following agreements have been executed by the CEO, consistent with the authority delegated by the Board:

1) DWGP, Agreement: Legal Services, not to exceed $5,600, Jan. 1, 2023 – Dec. 31, 2023
2) SMUD, Amendment: All-Electric Showcase Award Program Support, not to exceed $78,850
3) Raimi & Associates, Agreement: Electrification Policy Experimental Program Design, not to exceed $49,976, Dec. 5, 2022 – July 31, 2023
4) MRG, Amendment: Human Resource Services, extension of date to 12/31/23
5) PFM Asset Management, Agreement: Investment Advisory Services, not to exceed $35,000, Dec. 23, 22 – June 30, 2023
6) Wilson Sonsini Goodrich & Rosati, Amendment: Legal Services, not to exceed $230,000, extension of date to September 30, 2023
7) Optony, Inc., Agreement: Fleet Electrification Technical Assistance, not to exceed $300,000, approved at November 9, 2022 Board of Directors meeting

CEO Power Supply Agreements Executed

Counterparty Name	Execution/Effective Date	Transaction Type	Product	Start Date	End Date	Notional Value
Pioneer Community Energy	9/16/2022	Sale	Resource Adequacy	7/1/2023	7/31/2023	$420,000
Pioneer Community Energy	9/16/2022	Purchase	Resource Adequacy	9/1/2023	9/30/2023	$420,000
Southern California Edison	10/6/2022	Purchase	Resource Adequacy	1/1/2023	12/31/2023	$2,813,000
NextEra	10/17/2022	Purchase	Resource Adequacy	1/1/2023	12/31/2023	$750,000
Morgan Stanley Capital Group	10/27/2022	Purchase	Resource Adequacy	9/1/2023	10/31/2023	$1,947,000
Chevron Power Holdings	10/26/2022	Purchase	Resource Adequacy	4/1/2023	5/31/2023	$792,000
Orange County Power Authority	11/28/2022	Purchase	Resource Adequacy	5/1/2023	5/31/2023	$213,200
Elk Hills Power	11/30/2022	Purchase	Resource Adequacy	12/1/2023	12/31/2023	$206,250
San Diego Gas & Electric	10/26/2022	Purchase	Resource Adequacy	6/1/2023	9/30/2023	$1,594,180
High Desert Power	12/21/2022	Purchase	Resource Adequacy	6/1/2023	12/31/2023	$3,420,000

These agreements are included in the Board packet as Appendix A.

Presentations & Relevant Meetings Attended by CEO
- Participated in CalCCA Monthly board, executive, and legislative meetings;
- CC Power Board Meeting, December 14, 2022, report included on the Consent Calendar;
- Participated in California Community Choice Financing Authority Board of Directors Special Meeting, December 16, 2022

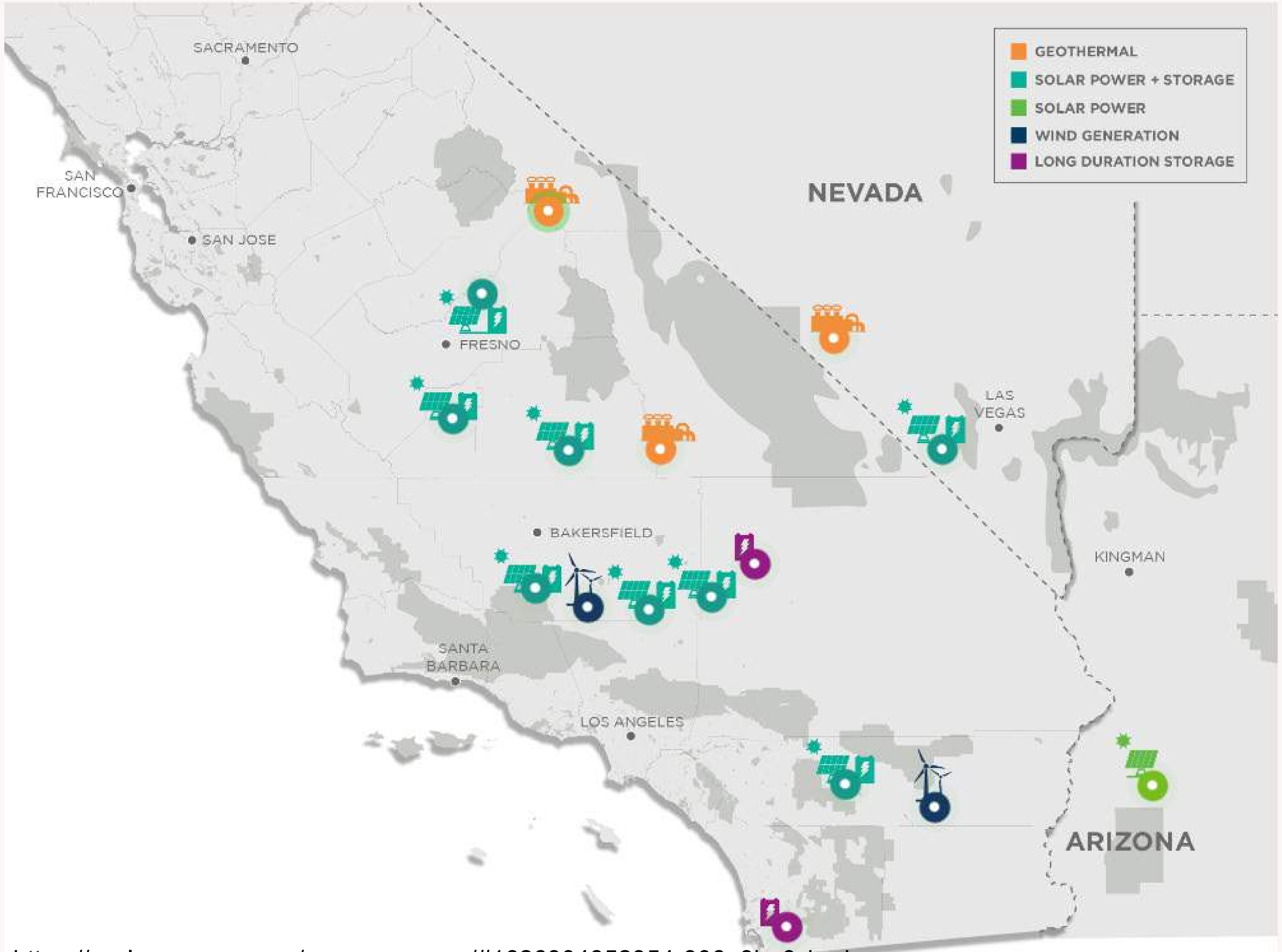
ATTACHMENTS
1. Clean Power Update, January 2023
2. Decarb Programs & Policy Update, January 2023
3. Energy Services & Community Relations Update, January 2023
4. Regulatory and Legislative Update, January 2023
5. Agenda Look Ahead, January – May 2023

CEO Report
Clean Power Update

SVCE Board Meeting
January 11, 2022

SILICON VALLEY
CLEAN ENERGY

Clean Long-term Power Agreements



https://svcleanenergy.org/power-sources/#1626304852954-906a3be9-bede

- $1.9B+ in commitments
- 16 PPAs signed
  - 13 new build projects
- 676 MW of Renewable Power
- 151 MW lithium-ion storage paired with 445 MW of Solar PV
- 29 MW of Long-duration storage

6 Projects now delivering to SVCE meeting ~23% energy needs:

- COSO geothermal - January 2022
- Slate Solar + Storage – January 2022
- Casa Diablo geothermal – September 2022
- Mountain View wind – July 2022
- Rabbitbrush Solar + Storage – October 2022
- Terra-Gen Cameron Crest Wind – January 2023

SVCE Long-Term Clean Energy Contracts

	Seller	Project Name	Technology	Generation MW	Storage MW	Approximate % of Annual load in 2025	Term (years)	Lifetime Not to Exceed Authority (MM$)	SVCE Board Approval	Status
1	MN8	Slate	Solar + Storage	93.0	46.5	6.7%	17	$198	Oct-18	Online
2	Ormat	Casa Diablo	Geothermal	7.0		1.4%	10	$43	Feb-20	Online
3	Atlantica	Coso	Geothermal	43.8		9.6%	15	$331	Mar-20	Online
4	Leeward	Rabbitbrush	Solar + Storage	40.0	8	3.0%	15	$64	Apr-20	Online
5	NextEra	Yellow Pine	Solar + Storage	50.0	26	4.1%	20	$128	May-20	Construction
6	Avantus	Aratina	Solar + Storage	80.0	20	6.6%	20	$174	Jun-20	Pre-construction
7	174 Power Global	Atlas	Solar	50.0	0	3.8%	10	$27	Jan-21	Pre-construction
8	SB Energy	Angela	Solar + Storage	20.0	10	1.4%	15	$35	Mar-21	Pre-construction
9	AES	Mountain View	Wind	62.5	15.625	3%	20	$128	Apr-21	Online
10	Origis	San Luis West	Solar + Storage	33.5		4%	15	$74	Apr-21	Pre-construction
11	Clearway	Victory Pass	Solar + Storage	100.0	25	8%	15	$149	May-21	Construction
12	Terra-Gen	Cameron Crest	Wind	77.7		5%	15	$150	May-21	Online
13	Rev Renewables	Tumbleweed	Long Duration Storage		14.6	n/a	15	$100	Feb-22	Pre-construction
14	Onward	Goal Line	Long Duration Storage		14.2	n/a	15	$100	Mar-22	Pre-construction
15	Ormat	Geothermal Portfolio	Geothermal	16.75		3.3%	20	$256	Jun-22	Pre-construction
16	OME	Fish Lake	Geothermal	1.82		0.4%	20	$30	Jun-22	In-development

Clean Energy Resources On-line Progress

2022 – Q4	• Atlas Solar– *Pre-Construction - delayed*
2023 – Q1	• Cameron Crest Wind – *Existing project. Deliveries to SVCE started on January 1, 2023.*
2023 – Q2, Q3	• Yellow Pine Solar + Storage – *Construction mode - delayed* • Angela Solar + Storage – *Pre-construction - delayed* • Aratina Solar + Storage *– Pre-construction - delayed*
2023 – Q4	• San Luis West Solar + Storage - *Pre-construction - delayed*
2024 – Q1	• Victory Pass Solar + Storage – *Construction mode - delayed*
2024+	• FCR: Ormat and Fish Lake - *Pre-construction* • LDS: Goal Line and Tumbleweed - *Pre-construction*

Upcoming Projects

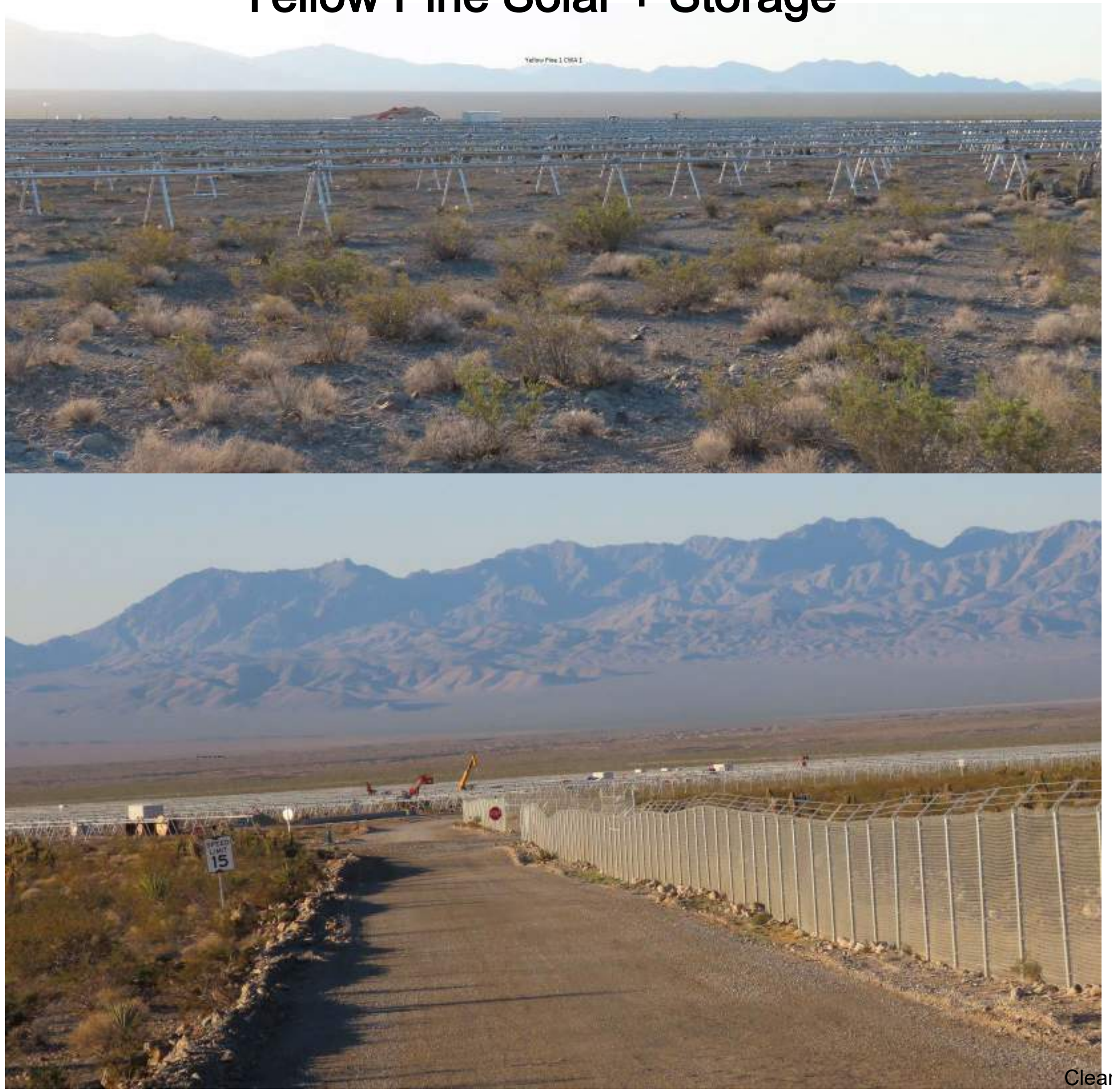
Yellow Pine: 50 MW PV, 26 MW BESS

- COD in June 2023

Victory Pass: 100 MW PV, 25 MW BESS

- COD in March 2024

Yellow Pine Solar + Storage



2022 Carbon Free Energy & Standalone Storage Projects RFP

SVCE continues to look for clean resources to meet directives

- New and existing Renewable Portfolio Standard (RPS) eligible resources
- Stand alone and paired storage
- Meet Clean, RPS and Mid-term Reliability Procurement Order needs
- Open Request for Proposals (RFP)
  - Issued November 2022
  - Closed December 16, 2022
  - Evaluating offers for possible shortlisting

THANK YOU!

DECARBONIZATION PROGRAMS UPDATE

DECEMBER HIGHLIGHTS

SILICON VALLEY CLEAN ENERGY

Electric Showcase Awards

SVCE is excited to bring back the Electric Showcase Awards to highlight existing building electrification in homes and businesses in SVCE communities. Applications open in early 2023. Winners will be recognized for their leadership in the transition to clean, electric appliances and will receive a cash prize. In Spring 2023, SVCE will create case studies of each winner's story to promote the various paths to achieving a future with fossil fuel-free buildings. This is the second version of this program; the Showcase Awards first ran in 2019 and awarded prizes to 18 local homes and businesses.

Fast EV Chargers Coming Soon to Multifamily Priority Zones

SVCE is reviewing applications for incentives of up to $50,000 per DC fast charger installed in high priority zones near dense areas of multifamily housing. The goal of this program is to accelerate electric vehicle adoption by residents of multifamily developments in SVCE territory who may otherwise lack access to on-site EV charging at home. Applications are currently under review and best-fit projects will be selected for funding in early 2023

Light Up Your Festive Season with the 'Go Electric' Holiday Sweepstakes

Through the 'Go Electric' Holiday Sweepstakes, ten winners will have the opportunity to choose between a $600 electric bill credit, an e-bike, a Le Creuset 5-piece cookware set paired with a portable induction cooktop, a portable power station paired with a portable solar panel, or a Smartenit EV Charger.

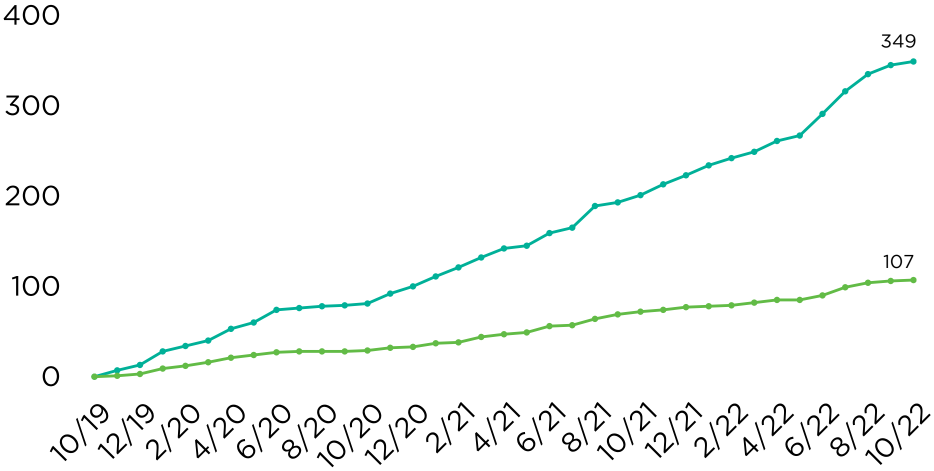
You can enter to win by exploring the SVCE online tools and resources to learn about new ways to use your clean electricity, instead of fossil fuels, at home and on the road. The more you explore, the more chances you have to win. Visit the 'Go Electric' Holiday Sweepstakes webpage to learn more.

ONGOING METRICS

DECEMBER 2022

Heat Pump Water Heater

Provide incentives for electric heat pump water heaters and service panel upgrades to residents using gas or electric resistance heaters

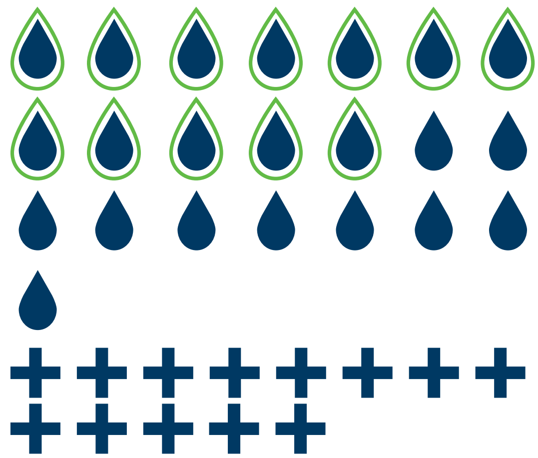


Cumulative HPWH Installations

Cumulative Service Panel Upgrades

Funding: $1.15M

Goal: 220 HPWH by 2022



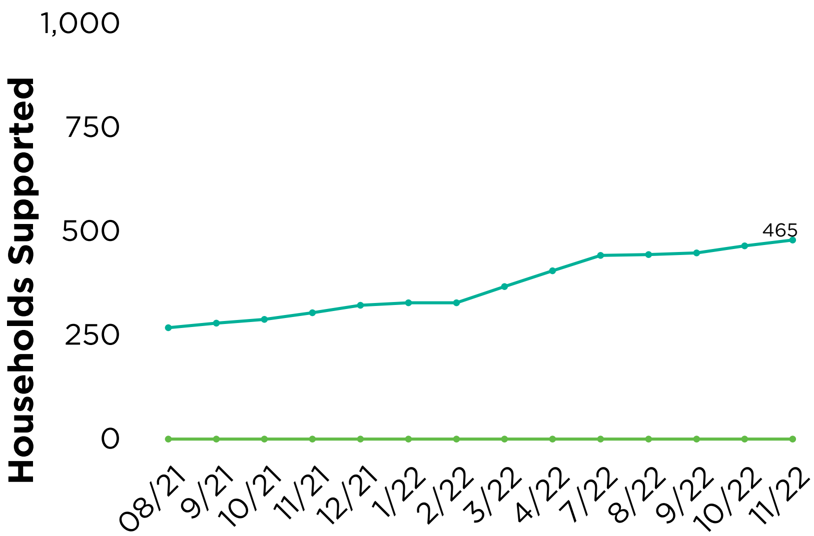
= 10 Completed Installations

= 10 Completed Installations Above the Initial Goal

= 1 CARE/FERA Installation

Lights On Silicon Valley

Provide incentives for enrolling solar and battery systems in the SVCE grid services program



Single-Family Multi-Family

Funding: ≤ $7.4M

Goal: 750 Single-Family + 5 Multi-Family Projects Completed by 2023

= 25 Single-Family Projects

= 1 Multi-Family Property Project (Number of households varies)

ONGOING METRICS

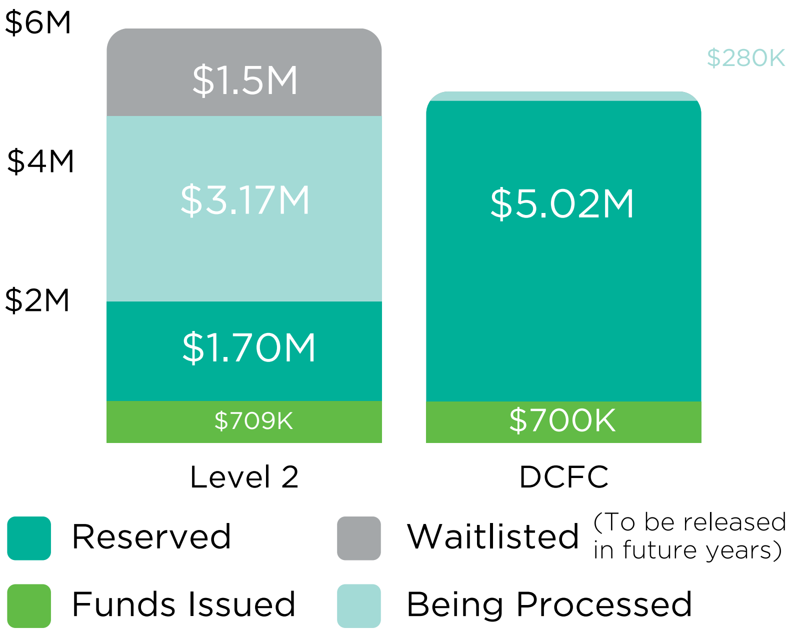
DECEMBER 2022

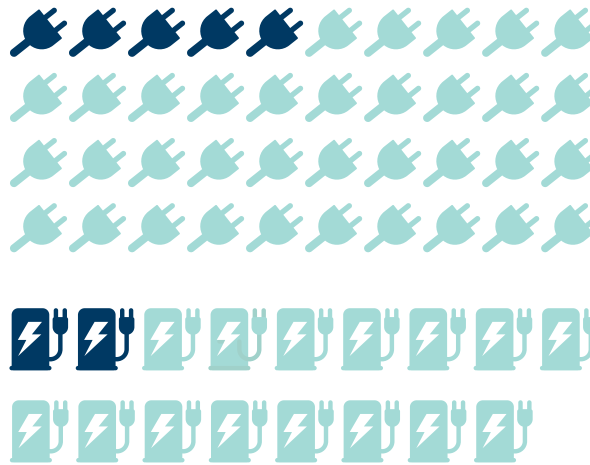
CALeVIP

Provide incentives for electric vehicle (EV) chargers as part of a regional program

Funding: $11.58M

Goal: 1K Level 2 + 85 DC Fast Chargers by 2023





= 25 Level 2 Installations

= 5 DCFC Installations

FutureFit Fundamentals

Provide financial relief to contractors by expanding their knowledge of electrification technologies

Funding: $1.5M

Goal: 150 Participants Complete the Course (Phase 1)

= 5 Participants Complete Course

PROGRAMS AT A GLANCE

DECEMBER 2022

Click for More Information

Active · In Development · Complete

POWER SUPPLY	Active	C&I Clean Power Offerings
BUILT ENVIRONMENT	Active	FutureFit Fundamentals
	Complete	FutureFit Heat Pump Water Heater
	Active	Permit Simplification Effort
	Active	Resilience at Community Facilities
	Active	Medical Baseline Battery Program
	Complete, Active	CRCR Bill Relief
	Complete	Reach Codes
	In Development	Electric Showcase Awards
	Complete	Building Decarb Joint Action Plan
	In Development	Accessible Financing
	In Development	Feasibility Assessment - Natural Gas Phase Out By 2045
	Active	FutureFit Homes & Buildings
	In Development	Local Policy to Decarbonize Existing Buildings
	In Development	Regional Coordination
MOBILITY	Active	CA Electric Vehicle Infrastructure Project (CALeVIP)
	Active	MUD Technical Assistance & Incentives
	Active	Priority Zone DCFC
	Active	SV Transportation Electrification Clearinghouse (SVTEC)
	Complete	EV Infrastructure Strategy & Plan
	Complete	Regional Recognition
	Active	Fleet Electrification Grants
GRID INTEGRATION	Active	GridShift EV Charging
	Active	Lights On Silicon Valley
	In Development	Other Virtual Power Plant
EDUCATION & OUTREACH	Active	Customer Resource Center (eHub)
	Active	Data Hive
	Complete	Community Engagement Grants
	Active	Building Decarbonization Demonstration Grants
	Active	Decarbonization Engagement Grants
INNOVATION	Active	Innovation Onramp Pilots (3 Active, 8 Complete)
	Complete	Innovation Partners







1. Outreach Events & Sponsorships

After supporting and attending some fun holiday events, many in the rain, Silicon Valley Clean Energy is spending this month planning for future events.

Staff is currently evaluating sponsorship opportunities for events in February, and some communities are already preparing for Earth Day 2023!

Staff will update the board with information and invitations to relevant events.

SILICON VALLEY
CLEAN ENERGY

2. Customer Participation

	Participation Rate	Overall Participation Rate
Residential	96.39%	96.42%
Commercial	96.71%	

SILICON VALLEY
CLEAN ENERGY

3. Annual Community Impact Reports

In January, SVCE will distribute the 2022 Community Impact Reports.

The reports will include community-specific stats including:

- On-bill customer savings
- Emissions reductions
- Net energy metering payments
- And more!

Customers will receive the Impact Reports via email. SVCE is working with member agency PIOs on a joint communications opportunity for these emails.

4. 'Go Electric' Holiday Sweepstakes

- Launched Dec. 19, and closes Jan. 18
- Encourages customers to learn about electrification and visit eHub tools
- Participants are entered into a drawing to win prizes
- Ten winners will have the opportunity to choose between a $600 electric bill credit, an e-bike, a Le Creuset 5-piece cookware set paired with a portable induction cooktop, a portable power station paired with a portable solar panel, or a Smartenit EV Charger.
- More than 75k entries received as of Jan. 4, representing ~1,300 customers

5. Media

Leeward completes 100-MW Rabbitbrush solar + storage project in California, *List Solar, 12-01-22*

California 100 MW solar facility now generating power for community-owned electricity providers, *PV Magazine, 12-01-22*

Leeward Completes Construction of 100 MW Rabbitbrush Solar Facility, *Solar Industry Magazine, 12-01-22*

Clean Energy Education, *The Mercury News (Campbell, Sunnyvale, Milpitas, Los Gatos), 12-18-22*

SVCE Legislative and Regulatory Update

January 11, 2023

SILICON VALLEY CLEAN ENERGY

Policy Updates

Regulatory Update:

1. Net Energy Metering (NEM 3.0)
2. Demand Flexibility

Legislative Update:

1. Legislative Timeline

Regulatory Update

Key Regulatory Proceedings

Proceeding	Purpose	Status
Net Energy Metering ("NEM 3.0")	Update compensation structure for rooftop solar owners.	On December 15th, the CPUC approved the NEM Successor Tariff proceeding ("NEM 3.0") Decision. NEM 3.0 improves upon the NEM 2.0 structure by addressing equity issues while still providing reasonable economics and pay back periods to customers. Importantly, the new structure also better encourages paired solar and storage products which will improve long-term renewable integration and system reliability and resilience. We will continue to develop ideas for customer program offerings for current and prospective solar customers to promote solar-plus-battery installations in alignment with whole-home electrification.
Demand Flexibility	To adopt a comprehensive roadmap and rates that enable customers to receive time-based rate signals to encourage electrification and distributed energy resource adoption.	In November 2022, the CPUC issued a scoping memo on a new ruling to begin the process of establishing a real-time electricity price signal that is easily accessible to all customers to help consolidate and simplify the Commission's various demand response and DER adoption policies. SVCE and CalCCA are active in this proceeding to ensure CCA rate autonomy is maintained and support policies that bring about widespread adoption of DERs and electrification.

Legislative Update

Key State Legislative Milestones

- January 4 – Legislature Reconvenes
- February 17 – Last day for bills to be introduced
- April 28 – Last day for policy committees to vote on fiscal bills
- May 5 – Last day for policy committees to vote on non-fiscal bills
- May 19 – Last day for fiscal committees to hear bills introduced in that house
- June 2 – Last day for each house to pass bills introduced in that house
- June 15 – Budget bill must pass by midnight
- July 14 – Last day for policy committees to vote on bills
- September 1 – Last day for fiscal committees to vote on bills
- September 14 – Last day for each house to pass bills
- October 14 – Last day for Governor to sign bills

SVCE Agenda Look Ahead
January - May 2023

JANUARY 2023	FEBRUARY 2023	MARCH 2023	APRIL 2023	MAY 2023
Board of Directors, January 11:	**Board of Directors, February 8:** Consent: Minutes December 2022 Treasurer Report Committee Reports Regular Calendar: Appointment of SVCE Committees Updates to Exhibits C and D of the SVCE JPA PPA Amendments - *tentative*	**Board of Directors, March 8:** Consent: Minutes January 2023 Treasurer Report Committee Reports Regular Calendar: Mid-Year Budget Audited Financial Statements FutureFIt Fundamentals Update	**Board of Directors, April 12:** Consent: Minutes February 2023 Treasurer Report Committee Reports Regular Calendar: Insurance Coverage	**Board of Directors, May 10:** Consent: Minutes March 2023 Treasurer Report Committee Reports Regular Calendar: Hedging Analysis
Executive Committee, Jan. 27: Program Snapshots Chair and Vice Chair Appointments	**Executive Committee, Date TBD:** Program Snapshots	**Executive Committee, Date TBD:** Insurance Coverage Program Snapshots	**Executive Committee, Date TBD:** Hedging Analysis	**Executive Committee, Date TBD:** TBD

SILICON VALLEY CLEAN ENERGY

Staff Report – Item 3

Item 3:	**Elect a Chair and Vice Chair of the SVCE Board of Directors for 2023**
From:	Girish Balachandran, CEO
Prepared by:	Andrea Pizano, Board Clerk/Executive Assistant
Date:	1/11/2023

RECOMMENDATION

Staff recommends that the Board elect a Chair and Vice Chair of the Silicon Valley Clean Energy Board of Directors to serve for 2023.

BACKGROUND

Section 4.11.1 of the SVCEA Joint Powers Agreement specifies that the Directors shall select, from among themselves, a Chair who shall be the presiding officer of all board meetings, and a Vice Chair, who shall serve in the absence of the Chair. The Agreement also specifies that the term of office continues for one year and there is no limit on the number of terms held by either office.

The Executive Committee received a proposed process and timeline at their November 14, 2022 meeting, which was then recommended and received at the Board at the December 14, 2022 Board meeting. The process and timeline included the following:

December 14, 2022: Staff presents item at the Board meeting outlining process for 2023 elections based on Executive Committee feedback
December 15, 2022: Board Secretary will send a request for letters/indications of interest for the Chair/Vice Chair positions as well as interest from members looking to serve on the Executive Committee for 2023
January 3, 2023: Letters of interest for Chair/Vice Chair and expression of interest for Executive Committee membership responses due to Board Clerk
January 11, 2023: Chair, Vice Chair, and Executive Committee selections made at the Board of Directors meeting
January 13, 2023: Board Clerk will distribute information to Directors to indicate interest in serving/continuing to serve on remaining committees
January 27, 2023: Interests due to Board Clerk
February 8, 2023: SVCE Committee assignments made at the Board of Directors meeting

ANALYSIS & DISCUSSION

The Directors listed below have formally expressed interest in serving as Chair or Vice Chair of the Board:

<u>Chair</u>
George Tyson, Los Altos Hills

<u>Vice Chair</u>
Bryan Mekechuk, Monte Sereno
Tina Walia, Saratoga

These letters of interest are attached to the report.

STRATEGIC PLAN

The recommendation supports SVCE's overall strategic plan.

ALTERNATIVE

N/A

FISCAL IMPACT

There is no fiscal impact to the agency as a result of selecting a Chair and Vice Chair of the Board.

ATTACHMENTS

1. Statement of Interest: George Tyson (Chair)
2. Statement of Interest: Bryan Mekechuk (Vice Chair)
3. Statement of Interest: Tina Walia (Vice Chair)

Andrea Pizano

From: George Tyson
Sent: Monday, December 19, 2022 5:41 PM
To: Andrea Pizano
Cc: Girish Balachandran
Subject: Re: SVCE – 2023 Board Chair/Vice Chair and Executive Committee Interest Request

Dear Andrea,

I would like to express my interest in serving as 2023 Board Chair.

Having served as Board Vice Chair, Executive Committee Chair, and ROC member, I feel that I understand the responsibilities of the position, and I continue to be dedicated to furthering the mission of advancing clean energy in general and Silicon Valley Clean Energy in particular.

I am also interested in serving on the Executive Committee.

Thank you,
George Tyson

From: Andrea Pizano
Sent: Friday, December 16, 2022 6:42 AM
To: Andrea Pizano
Cc: Girish Balachandran
Subject: SVCE – 2023 Board Chair/Vice Chair and Executive Committee Interest Request

Hello SVCE Directors,

A friendly reminder that the Board will be voting to appoint the 2023 Chair, Vice Chair, and Executive Committee at the January 11, 2023 Board meeting.

1) If you are interested in serving as the **2023 Board Chair or Vice Chair,** please submit a letter of interest to me by **Tuesday, January 3rd**;
2) Those who would like to **serve on the Executive Committee**, please also let me know by **Tuesday, January 3rd,** so that I may indicate your interest in the staff report to the board.

Following is more information about our Executive Committee:

The Executive Committee consists of five Board members (no Alternates). The duties of the Executive Committee are to review and provide advice to the Chief Executive Officer and the entire Board on policy, operational and organizational matters and perform such other responsibilities, tasks or activities as delegated to it by the Board.

The Executive Committee meets monthly; the regular meeting schedule is currently the 4th Friday of the month at 10:00 a.m. but a regular schedule for 2023 will be established based on member availability. The first meeting of the 2023 Executive Committee is tentatively scheduled for Friday, January 27th, 10:00 a.m.

Please let me know if you have any questions regarding the process or timeline for these selections. Information regarding our remaining committee appointments will be provided following the January board meeting.

Thank you,

Andrea

Andrea Pizano
Board Clerk/Executive Assistant
(408)721-5301 x1005
SILICON VALLEY CLEAN ENERGY
SVCleanenergy.org | Follow us @SVCleanEnergy

Bryan J. Mekechuk
17509 Via Sereno
Monte Sereno, CA 95030
408.655.0400
bmekechuk@cityofmontesereno.org

January 3, 2023

SVCE Board of Directors
Silicon Valley Clean Energy
333 W. El Camino Real
Suite 330
Sunnyvale, CA 94087

Dear SVCE Board Members:

Re: SVCE Vice Chair

SVCE is doing well as it executes its strategy to decarbonize electricity and support changes to reduce carbon emissions and reduce consumption of fossil fuels. I'd like to serve as SVCE's Vice Chair in 2023.

Energy has moved our society forward and electricity has raised the standard of living for much of the world. Yet generating electricity has been a huge source of carbon emissions and the cumulative effect of carbon emissions is a leading cause of climate change. I have a passion for electricity and clean energy.

After earning my MBA, I worked with Ernst & Young Consulting and one of my major clients was Nova Scotia Power. EY helped NSPI transform their organization and operations from a government entity to an investor owned utility. I spent several years with NSPI and leveraged that knowledge with other EY Consulting clients including Florida Power and Duke Energy. I enjoy working with electric utilities.

As the SVCE Board knows, providing carbon-free affordable and reliable electricity is key in reducing carbon emissions and reducing our dependence on fossil fuels. I am an advocate of electrification of our built environment and electric vehicles – I built an all-electric home and have owned electric vehicles since 2011.

Shortly after SVCE was formed, the Board created the Customer Program Advisory Group, of which I was appointed to represent the City of Monte Sereno. After being elected to City Council, I became an Alternate and have served as Chair of the Audit Committee and on the Finance & Administrative Committee.

With my finance and accounting background (I am currently a licensed CPA in Canada), I helped with SVCE's first prepaid power purchase agreement in 2021. This was a complex, leading edge structured financing that will lower SVCE's costs in the coming years.

In October 2022, I took the Economics of Energy and the Environment Course on electricity economics and regulation, and I look forward to contributing as a member of SVCE's Risk Oversight Committee.

I'd be honored to serve as SVCE's Vice Chair.

Respectfully,

Bryan J. Mekechuk
Mayor, City of Monte Sereno

Andrea Pizano

From: Tina Walia
Sent: Thursday, January 5, 2023 11:53 AM
To: Andrea Pizano
Cc: Girish Balachandran
Subject: SVCE – 2023 Board Vice Chair and Executive Committee Interest Request

Dear SVCE Board members,

Serving the last two years on the SVCE Board has triggered my interest to apply for a position on the Executive Committee and for the role of SVCE Vice Chair in 2023.

I have a deep commitment to the success of SVCE and its mission. My diverse professional and public service background includes working on Saratoga's Climate Action Plan in 2009. I respect the Board-staff culture at SVCE and the technical expertise of a very qualified team.

As Saratoga's Mayor in 2022, I have the experience of running effective meetings. I am adaptable to situations and have a collaborative approach in decision-making with inputs from subject matter experts. I bring an understanding of regional issues: I have Chaired the West Valley Mayors and Managers meetings, serve on the Cities Association of Santa Clara County Board of Directors as well as their Executive Committee, and the Santa Clara County Library District Board of Directors.

I look forward to serving SVCE in multiple roles.

Regards,

Tina Walia
Council Member
Former Mayor
City of Saratoga

Staff Report – Item 4

Item 4:	**Appoint Directors to the 2023 SVCE Executive Committee**
From:	Girish Balachandran, CEO
Prepared by:	Andrea Pizano, Board Clerk/Executive Assistant
Date:	1/11/2023

RECOMMENDATION
Staff recommends that the Board select and appoint SVCE's Executive Committee for 2023.

BACKGROUND
The SVCE Joint Power Agreement Section 4.6 specifies that the Board may establish an executive committee consisting of a smaller number of Directors and that the Board may delegate to the executive committee such authority as the Board might otherwise exercise, subject to limitations specified in the Agreement or in the Operating Rules and Regulations. SVCE's Operating Rules and Regulations state the Executive Committee shall consist of five Board members.

The duties of the Executive Committee will continue to be to review and provide advice to the Chief Executive Officer and the entire Board on policy, operational and organizational matters and perform such other responsibilities, tasks or activities as delegated to it by the Board.

ANALYSIS & DISCUSSION
Following is a snapshot of the 2022 Executive Committee as well as members who have expressed interest in serving for 2023:

Frequency of Meetings	Composition	2022 Members	Directors who have Expressed Interest for 2023
• Monthly (Currently Fourth Friday, but may change based on member availability)	• Chair • Vice Chair • Three Additional Board members (5 total, no alternates)	• Committee Chair Tyson • Committee Vice Chair Fligor **no longer on SVCE Board* • Director Ellahie **no longer on SVCE Board* • Director Gibbons **no longer on SVCE Board* • Director Martinez Beltran	• Director Martinez Beltran • Director Mekechuk • Director Rennie • Director Tyson • Director Walia

STRATEGIC PLAN
The recommendation supports SVCE's overall strategic plan.

ALTERNATIVE
N/A

FISCAL IMPACT
There is no fiscal impact to the agency as a result of selecting members of the Executive Committee.

Staff Report – Item 5

Item 5:	**Clean Energy Procurement Informational Update**
From:	Girish Balachandran, CEO
Prepared by:	Monica Padilla, Director of Power Resources
Date:	1/11/2023

SVCE staff will provide an update on the state of SVCE's clean energy portfolio and upcoming procurement needs and efforts. No action requested of the Board.

ATTACHMENTS
The presentation for this item will be posted to the SVCE website.

SILICON VALLEY CLEAN ENERGY

Silicon Valley Clean Energy Board of Directors Meeting

January 11, 2023

Appendix A

Power Resource Contracts Executed by CEO

WSPP RESOURCE ADEQUACY CONFIRMATION

This Confirmation confirms the transaction between **Pioneer Community Energy**, a California joint powers authority ("Purchaser") and **Silicon Valley Clean Energy Authority**, a California joint powers authority ("Seller"), and each individually a "Party" and together the "Parties", dated as of September 16, 2022 (the "Effective Date"), by which Seller agrees to sell and deliver, and Purchaser agrees to purchase and receive, the Product (the "Transaction"). This Transaction is governed by the WSPP Agreement dated August 12, 2021 (the "WSPP Agreement"). The WSPP Agreement and this Confirmation, including any applicable appendices, exhibits or amendments thereto, shall be collectively referred to herein as the "Agreement" and will constitute a single agreement between the Parties with respect to the Transaction. Capitalized terms not otherwise defined in this Confirmation or the WSPP Agreement are defined in the Tariff.

ARTICLE 1
TRANSACTION TERMS

Product, Delivery Period, Contract Quantity, Contract Price and other specifics of the Product are in Appendix B. Appendices A, B, C, and D are incorporated into this Confirmation.

☐ **Firm RA Product:**

Seller shall provide Purchaser with the Product from the Unit in the amount of the Contract Quantity. If the Unit is not available to provide the full amount of the Contract Quantity for any reason, then Seller shall have the option to supply Alternate Capacity pursuant to Section 2.3 to fulfill the remainder of the Contract Quantity during such period. If Seller fails to provide Purchaser with the Contract Quantity and has failed to supply Alternate Capacity to fulfill the remainder of the Contract Quantity during such period, then Seller shall be liable for damages and/or required to indemnify Purchaser for penalties or fines pursuant to the terms of Section 2.5.

☒ **Contingent Firm RA Product:**

Seller shall provide Purchaser with Product from the Unit in the amount of the Contract Quantity. If the Unit is not available to provide the full amount of the Contract Quantity as a result of any reduction of the Contract Quantity of the Unit in accordance with Section 2.2, Seller shall have the option to notify Purchaser that either (a) Seller will not provide the portion of the Contract Quantity attributable to such reduction during the period of such non-availability; or (b) Seller will supply Alternate Capacity to fulfill the remainder of the Contract Quantity during such period pursuant to Section 2.3. If the Unit is not available to provide the full amount of the Contract Quantity as a result of any reason other than as provided in Section 2.2, then Seller shall have the option to supply Alternate Capacity pursuant to Section 2.3 to fulfill the remainder of the Contract Quantity during such period. If Seller fails to provide Purchaser with the Expected Contract Quantity from the Unit and has failed to supply Alternate Capacity to fulfill the remainder of the Expected Contract Quantity during such period, then Seller shall be liable for damages and/or required to indemnify Purchaser for penalties or fines pursuant to the terms of Section 2.5.

ARTICLE 2
DELIVERY OBLIGATIONS AND ADJUSTMENTS

2.1 Sale and Delivery of Product

(a) For each Showing Month of the Delivery Period, Seller shall sell and deliver to Purchaser, and Purchaser shall purchase and receive from Seller, the Expected Contract Quantity of the Product from the Shown Unit(s). Seller's obligation to deliver the Expected Contract Quantity of Product for the Delivery Period is firm and will not be excused for any reason.

(b) Seller shall deliver the Expected Contract Quantity by submitting to CAISO in its Supply Plan the Shown Unit(s) and the characteristics of the Shown Unit(s) and Product for Purchaser, as further specified in Appendix B, all in compliance with this Confirmation.

(c) Seller shall cause all Supply Plans to meet and be filed in conformance with the requirements of the CPUC and the Tariff. Seller shall submit, or cause the Shown Unit's SC to submit, on a timely basis with respect to each applicable Showing Month, Supply Plans in accordance with the Tariff and CPUC requirements to identify and confirm the Product delivered to Purchaser for each Showing Month of the Delivery Period. The total amount of Product identified and confirmed for such Showing Month shall equal the Expected Contract Quantity, including a request for Hold-Back Capacity pursuant to Article Five of this Confirmation.

(d) Seller shall sell and deliver Product from a Shown Unit that meets the requirements set forth in Appendix B, including the Resource Category and, if applicable, the Flexible Capacity Category. In no event shall a Shown Unit utilize coal or coal materials as a source of fuel. A Shown Unit must be a specific resource that is connected directly to the CAISO controlled grid or be under the operational control of CAISO. A Shown Unit may not be an unspecified import. Seller shall identify the Shown Unit(s) and Expected Contract Quantity by providing Purchaser with the specific information contemplated in Appendix B no later than the Notification Deadline for the relevant Showing Month.

(e) If CAISO rejects either the Supply Plan or the Resource Adequacy Plan with respect to any part of the Expected Contract Quantity for the Shown Unit(s) in any Showing Month, the Parties shall confer, make such corrections as are necessary for acceptance, and resubmit the corrected Supply Plan or Resource Adequacy Plan for validation before the applicable deadline for the Showing Month.

(f) The Product is delivered and received when the CIRA Tool shows that the Supply Plan submitted in compliance with Purchaser's instructions, including Purchaser's instructions to withhold all or part of the Expected Contract Quantity from Seller's Supply Plan for any Showing Month during the Delivery Period, has been accepted for the Product from the Shown Unit(s) by CAISO. Seller has failed to deliver the

Product if (i) Purchaser has elected to submit the Product from the Shown Unit in its Resource Adequacy Plan and such submission is accepted by the CPUC and the CAISO but the Supply Plan and Resource Adequacy Plan are not matched in the CIRA Tool and are rejected by CAISO notwithstanding performance of Section 2.1(e) or (ii) Seller fails to submit the volume of Expected Contract Quantity for any Showing Month in such amount as instructed by Purchaser for the applicable Showing Month. Seller will not have failed to deliver the Expected Contract Quantity if Purchaser fails or chooses not to submit the Shown Unit(s) and the Product in its Resource Adequacy Plan with the CPUC or CAISO.

(g) Hold-Back Capacity, if any, is deemed Contract Quantity delivered, unless utilized under Article Five as Substitute Capacity, then Contract Quantity is delivered according to the timeline requirements therein.

(h) The Shown Unit(s) must not have characteristics that would trigger the need for Purchaser or Seller to file an advice letter or other request for authorization with the CPUC or for Purchaser to make a compliance filing pursuant to California Public Utilities Code Section 380.[1]

2.2 <u>Reductions in Contract Quantity</u>

(a) If Seller is providing Contingent Firm RA Product, Seller's obligation to deliver the Contract Quantity for each Showing Month may be reduced at Seller's option by the amount of any Planned Outages which exist with respect to any portion of the Unit during the applicable Showing Month; provided, (i) Seller notifies Purchaser by the Notification Deadline applicable to that Showing Month of the amount of Product from the Unit that Purchaser may include in Purchaser's Compliance Showings applicable to that month as a result of such Planned Outage, and (ii) such reduction is able to be reflected on the Supply Plansin accordance with the Tariff.

(b) In the event Seller is unable to provide the Contract Quantity for any portion of a Showing Month because of a Planned Outage of a Unit, Seller has the option, but not the obligation, to provide Product for such portions of such Showing Month from Replacement Units, provided Seller provides and identifiessuch Replacement Units in accordance with Section 2.3.

2.3 <u>Seller's Option To Provide Alternate Capacity</u>

If Seller is unable to provide the full Contract Quantity for a Showing Month for any reason, including, without limitation, as provided in Section 2.2, or Seller desires to provide some or all of the Contract Quantity for any Showing Month from a different generating unit other than the Unit, then Seller may, at no cost to Purchaser, provide Purchaser with replacement Product from one or more replacement units having the same Capacity Attributes of the Unit(s) originally identified in Appendix B, including the same Resource Category and, if applicable, the Flexible

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[1] For example, contracts with Once-Through Cooling resources that terminate one year or less before the State Water Resources Control Board compliance deadline require an advice letter filing under CPUC Decision 12-04-046

Capacity Category (each such unit, a "Replacement Unit") in an amount such that the total amount of Product provided to Purchaser from the Unit and any Replacement Unit(s) for each Showing Month is not more than the Contract Quantity, provided that in each case:

(a) Seller shall notify Purchaser in writing of its intent to provide Alternate Capacity and shall identify the proposed Replacement Units from which such Alternate Capacity shall be provided no later than the Notification Deadline for Purchaser's Compliance Showings related to such Showing Month;

(b) The proposed Replacement Units must (i) be accepted by the CAISO, and (ii) otherwise satisfy the requirements of this Agreement;

(c) Seller shall, or shall cause the SC to submit a Supply Plan for each Showing Month and, if applicable, annual filing, no later than the Notification Deadline for Purchaser's Compliance Showings;

(d) If Seller does not comply with the requirements of Sections 2.3(a), (b) and (c) for the applicable Showing Month and, if applicable, annual filing, then any such Replacement Units shall not be deemed a Replacement Unit for purposes of this Confirmation for that Showing Month and Seller shall not receive payment for such Product; and

(e) The designation of any Replacement Unit(s) by Seller shall be subject to Purchaser's prior written approval, which shall not be unreasonably withheld.

Once Seller has identified in writing any Replacement Units that meet the requirements of this Section 2.3 and Purchaser has approved such Replacement Units as consistent with this Confirmation, then any such Replacement Units shall be deemed a Unit for purposes of this Confirmation for that Showing Month. Purchaser's approval of a Replacement Unit as to a given Showing Month shall not be construed as approval of such Replacement Unit for any subsequent Showing Month.

2.4 Planned Outages

As of the Confirmation Effective Date, Seller and Purchaser have agreed to all Planned Outages as specified in Appendix D ("Planned Outage Schedule") for all relevant Showing Months for the following calendar year, or until the end of the Delivery Period, whichever is shorter. Seller may provide Purchaser with proposed changes to the Planned Outage Schedule from time to time. Within ten (10) Business Days after Purchaser's receipt of any Seller proposed changes, Purchaser shall notify Seller in writing of any reasonable requests for modifications to such Seller proposed changes, and Seller shall, to the extent consistent with Prudent Operating Practice, accommodate Purchaser's requests regarding the timing of any Seller proposed changes to the Planned Outage Schedule.

2.5 Purchaser's Remedies for Seller's Failure to Deliver Expected Contract Quantity

(a) If Seller fails to deliver any part of the Expected Contract Quantity as required herein for any Showing Month, Seller shall be liable for damages pursuant to Section 21.3 of the WSPP Agreement, without reference to the word "hourly" therein.

(b) Seller shall indemnify, defend and hold harmless Purchaser from any penalties, fines or costs, including Environmental Costs, assessed against Purchaser by the CPUC, CAISO or other Governmental Body resulting from Seller's failure to deliver the Product or a Shown Unit's SC's failure to timely or accurately submit Supply Plans in accordance with the Tariff and this Confirmation. The Parties shall use commercially reasonable efforts to minimize such penalties, fines or costs; provided, that in no event will Purchaser be required to use or change its utilization of its owned or controlled assets or market positions to minimize these penalties, fines or costs. If Seller fails to pay the foregoing penalties, fines or costs, or fails to reimburse Purchaser for those penalties, fines or costs, then, without prejudice to its other rights and remedies, Purchaser may setoff and recoup those penalties, fines or costs against any future amounts it may owe to Seller under this Confirmation or the WSPP Agreement.

2.6 Purchaser's Re-Sale of Product

(a) Purchaser may re-sell all or part of the Product; provided that any such re-sale must not increase Seller's obligations hereunder other than as set forth in this Section 2.6(a). For any such a resale, the Resource Adequacy Plan of Purchaser as used herein will refer to the Resource Adequacy Plan of Subsequent Purchaser. Seller shall, or shall cause the Shown Unit's SC, to follow Purchaser's instructions with respect to providing such resold Product to Subsequent Purchasers, to the extent such instructions are consistent with Seller's obligations under this Confirmation. Seller shall, and shall cause the Shown Unit's SC, to take all commercially reasonable actions and execute all documents or instruments reasonably necessary to allow such Subsequent Purchasers to use such resold Product in a manner consistent with Purchaser's rights under this Confirmation. If Purchaser incurs any liability to a Subsequent Purchaser due to the failure of Seller or the Shown Unit's SC to comply with this Confirmation, Seller will be liable to Purchaser for the amounts Seller would have owed Purchaser under this Confirmation if Purchaser had not resold the Product.

(b) Purchaser shall notify Seller in writing of any resale of Product and the Subsequent Purchaser no later than two (2) Business Days before the Notification Deadline for each Showing Month for which Purchaser has resold the Product. Purchaser shall notify Seller of any subsequent changes or further resales no later than two (2) Business Days before the Notification Deadline for the Showing Month.

(c) If CAISO or CPUC develops a centralized capacity market, Purchaser will have exclusive rights to direct the Seller or the Unit's SC to offer, bid, or otherwise submit the Expected Contract Quantity of Product for re-sale in such market, Seller and the Unit's SC shall comply with Purchaser's direction and Purchaser shall retain and receive all revenues from such re-sale.

(d) Purchaser shall have the exclusive right to direct the Seller or the Unit's SC to offer, bid, or otherwise submit the Expected Contract Quantity into the CAISO Competitive Solicitation Process (CSP) for CPM Capacity. Seller and the Unit's SC shall comply with the Purchaser's direction and, to the extent that the CAISO designates the Expected Contract Quantity as CPM Capacity, Purchaser shall be entitled to retain and receive the CPM Capacity Payment. Unless otherwise instructed by Purchaser, (i) Seller shall not, and shall cause the Unit's SC to not, offer any portion of the Expected Contract Quantity to CAISO as CPM Capacity and (ii) if CAISO designates any portion of the Contract Capacity as CPM Capacity, then Seller shall, and shall cause the Unit's SC to, promptly (and in any event within one (1) Business Day of the time Seller receives notification from CAISO) notify Purchaser of such designation, and if CAISO makes such a designation, Seller shall not, and shall cause the Unit's SC to not, accept any such designation by CAISO unless and until Purchaser has agreed to accept such designation.

ARTICLE 3
PAYMENTS

3.1 Payment

Purchaser shall make a monthly payment to Seller for each Unit by the later of (i) ten (10) Calendar Days after Purchaser's receipt of Seller's invoice (which may be given upon first day of the Showing Month) and (ii) the twentieth (20^{th}) of the Showing Month, or if the twentieth (20^{th}) is not a Business Day the next following Business Day ("Monthly RA Capacity Payment"). The Monthly RA Capacity Payment shall equal the product of (a) the applicable Contract Price for that Showing Month, (b) the Expected Contract Quantity for the Showing Month and (c) 1,000, rounded to the nearest penny (i.e., two decimal places); provided, however, that the Monthly RA Capacity Payment shall be adjusted to reflect any portion of Expected Contract Quantity for the Showing Month that was not delivered in accordance with Section 2.1 for such Showing Month.

3.2 Allocation of Other Payments and Costs

(a) Seller will receive any revenues from, and must pay all costs charged by, CAISO or any other third party with respect to the Shown Unit(s) for (i) start-up, shutdown, and minimum load costs, (ii) capacity for ancillary services, (iii) energy sales, (iv) flexible ramping product, or (v) black start or reactive power services. Purchaser must promptly report receipt of any such revenues to Seller. Purchaser must pay to Seller any such amounts described in this Section 3.2(a) received by Purchaser or a Subsequent Purchaser. Without prejudice to its other rights and remedies, Seller may setoff and recoup any such amounts that are not paid to it pursuant to this Section 3.2(a) against any amounts owed to Purchaser under the WSPP Agreement.

(b) Purchaser is to receive and retain all revenues associated with the Expected Contract Quantity of Product during the Delivery Period, including any capacity and availability revenues from the Capacity Procurement Mechanism, or its successor, RUC Availability Payments, or its successor, but excluding payments described in Section 3.2(a)(i)-(v) or 3.2(d). Seller shall promptly report receipt of any such revenues to Purchaser. Seller shall pay to Purchaser within thirty (30) days of receipt any such amounts received by Seller, or a Shown Unit's SC, owner, or operator. Without prejudice to its other rights, Purchaser may set off and recoup any such amounts that are not paid to it against amounts owed to Seller under the WSPP Agreement.

(c) If CAISO designates any part of the Contract Quantity as Capacity Procurement Mechanism Capacity, then Seller shall, or shall cause the Shown Unit's SC to, within one (1) Business Day of the time Seller receives notification from CAISO, notify Purchaser and not accept any such designation by CAISO unless and until Purchaser has agreed to accept such designation.

(d) Any Availability Incentive Payments or Non-Availability Charges are for Seller to receive and pay.

ARTICLE 4
OTHER PURCHASER AND SELLER COVENANTS

4.1 CAISO Requirements

Seller shall schedule or cause the Shown Unit's SC to schedule or make available to CAISO the Expected Contract Quantity of the Product during the Delivery Period, in compliance with the Tariff, and perform all, or cause the Shown Unit's SC, owner, or operator to perform all, obligations under applicable law and the Tariff relating to the Product. Purchaser is not liable for, and Seller shall indemnify and hold Purchaser harmless from, the failure of Seller or the Shown Unit's SC, owner, or operator to comply with the Tariff, and for any penalties, fines or costs imposed on Seller or the Shown Unit's SC, owner, or operator for noncompliance.

4.2 Seller's and Purchaser's Duties to Take Actions to Allow Product Utilization

Throughout the Delivery Period, Purchaser and Seller shall take all commercially reasonable actions and execute all documents or instruments reasonably necessary to ensure (a) Purchaser's rights to the Expected Contract Quantity for the sole benefit of Purchaser or any Subsequent Purchaser and (b) that Purchaser may use the Expected Contract Quantity to meet its Compliance Obligations. Such commercially reasonable actions shall include, without limitation cooperating with and providing, and causing each Shown Unit's SC, owner, or operator to cooperate with and provide, requested supporting documentation to the CAISO, the CPUC, or any other Governmental Body responsible for administering the applicable Compliance Obligations, including to demonstrate that the Expected Contract Quantity can be delivered to the CAISO controlled grid for the minimum hours required to satisfy the Compliance Obligations, as applicable, pursuant to the "deliverability" standards established by the CAISO or other Governmental Body of competent jurisdiction.

If necessary, the Parties further agree to negotiate in good faith to amend this Confirmation to conform this Transaction to subsequent clarifications, revisions, or decisions rendered by CAISO or an applicable Governmental Body to maintain the benefits of the Transaction.

4.3 Seller's Representations and Warranties

Seller represents and warrants to Purchaser throughout the Delivery Period that:

(a) No part of the Contract Quantity during the Delivery Period has been committed by Seller to any third party to satisfy Compliance Obligations or analogous obligations in any CAISO or non-CAISO markets;

(b) The Shown Unit(s) qualify to provide the Product under the Tariff, and the Shown Unit(s) and Seller are capable of delivering the Product;

(c) the aggregation of all amounts of Capacity Attributes that Seller has sold, assigned, or transferred for the Shown Unit(s) during the Delivery Period does not exceed the Shown Unit's Net Qualifying Capacity and, if applicable, the Effective Flexible Capacity for that Shown Unit;

(d) if applicable, Seller has notified either the Shown Unit's SC or the entity from which Seller purchased the Product that Seller has transferred the Contract Quantity of Product for the Delivery Period to Purchaser; and

(e) Seller has notified or will notify the Shown Unit's SC that Purchaser is entitled to the revenues set forth in Section 3.2(b), and such Shown Unit's SC is obligated to promptly deliver those revenues to Purchaser, along with appropriate documentation supporting the amount of those revenues.

4.4 Market Based Rate Authority

Upon Purchaser's written request, Seller shall, in accordance with FERC Order No. 697, submit a letter of concurrence in support of any affirmative statement by Purchaser that this contractual arrangement does not transfer "ownership or control of generation capacity" from Seller to Purchaser as the term "ownership or control of generation capacity" is used in 18 CFR Section 35.42. Seller shall not, in filings, if any, made subject to Order Nos. 652 and 697, claim that this contractual arrangement conveys ownership or control of generation capacity from Seller to Purchaser.

ARTICLE 5
[RESERVED]

ARTICLE 6
ADDITIONAL WSPP AGREEMENT AMENDMENTS; GENERAL PROVISIONS

6.1 Termination Payment

For this Transaction, the following is inserted as a penultimate paragraph in Section 22.2(b) of the WSPP Agreement:

> "If Purchaser is the Non-Defaulting Party and Purchaser reasonably expects to incur or be liable for any penalties, fines or costs from CAISO, or any Governmental Body, because Purchaser or a Subsequent Purchaser is not able to include the applicable Expected Contract Quantity in a Compliance Showing due to Seller's Event of Default, then Purchaser may, in good faith, estimate the amount of those penalties, fines or costs and include the estimate in its determination of the Termination Payment, subject to accounting to Seller when those penalties, fines or costs are finally ascertained. If this accounting establishes that Purchaser's estimate exceeds the actual amount of penalties, fines or costs, Purchaser must promptly remit to Seller the excess amount with interest in accordance with Section 9.3 of the WSPP Agreement. The rights and obligations with respect to determining and paying any Termination Payment, and any dispute resolution provisions with respect thereto, survive the termination of this Transaction and continue until after those penalties, fines or costs are finally ascertained."

6.2 Confidentiality

Notwithstanding Section 30.1 of the WSPP Agreement:

(a) (i) Purchaser may disclose information as necessary in order to support its Compliance Showings or otherwise show it has met its Compliance Obligations; (ii) Seller may disclose as necessary to a Shown Unit's SC or as necessary for Supply Plans; (iii) each Party may disclose information as necessary to the independent evaluator or other administrator of any competitive solicitation process of Purchaser, which in turn may disclose such information as necessary to CAISO or any Governmental Body; and (iv) Purchaser may disclose information to any Subsequent Purchaser.

(b) Seller acknowledges that Purchaser is a public agency subject to the requirements of the California Public Records Act (Cal. Gov. Code section 6250 et seq.) and that Purchaser may be required to make public this Confirmation (which may be partially redacted by Purchaser) in connection with the process of seeking approval from its board of directors for the execution of this Confirmation. Seller may submit information to Purchaser that Seller considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255). Seller acknowledges that Purchaser may submit to Seller information that Purchaser considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Confirmation ("Requestor") pursuant to the California Public Records Act for production, inspection and/or copying of this Confirmation or any information designated by a disclosing Party as confidential, the receiving Party as soon as practical shall notify the disclosing Party that such request has been made, by telephone call, letter sent via electronic mail, and/or by overnight carrier to the address, or email address listed at the end of this Confirmation. The disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be confidential information and to prevent release of information to the Requestor by the receiving Party. If the disclosing Party takes no such action within ten (10) days, after receiving the foregoing notice from the receiving Party, the receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it. Notwithstanding the foregoing, Purchaser may release confidential information without notice to or over the objection of Seller if Purchaser's legal counsel advises Purchaser that Purchaser is required by law to release such confidential information.

6.3 Dodd-Frank Act

The Parties intend this Transaction to be a "customary commercial arrangement" as described in Section II.A.1 of Commodity Futures Trading Commission, *Proposed Guidance, Certain Natural Gas and Electric Power Contracts*, 81 Fed. Reg. 20583 at 20586 (Apr. 8, 2016) and a "Forward Capacity Transaction" within the meaning of Commodity Futures Trading Commission, *Final Order in Response to a Petition From Certain Independent System Operators and Regional Transmission Organizations To Exempt Specified Transactions Authorized by a Tariff or Protocol Approved by the Federal Energy Regulatory Commission*, 78 Fed. Reg. 19,880 (Apr. 2, 2013).

6.4 Change in Law

If any action by the CPUC, CAISO or any Governmental Body having jurisdiction, or any change in applicable law, occurring after the Confirmation Effective Date results in (i) material changes to Purchaser's or Seller's obligations with regard to the Products sold hereunder, (ii) has the effect of changing the transfer and sale procedure set forth in this Confirmation so that the performance of this Confirmation becomes impracticable, or (iii) changes the Resource Adequacy Requirements such that the Product can no longer be counted towards Purchaser's Resource Adequacy Requirements (a "Change in Law"), the Parties shall work in good faith to revise this Confirmation so that the Parties can perform their obligations regarding the purchase and sale of the Product sold hereunder in order to maintain the original intent.

6.5 Governing Law

Notwithstanding Section 24 of the WSPP Agreement, this Transaction 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.

6.6 Collateral

Notwithstanding any provision in the WSPP Agreement to the contrary, including Section 27, neither Party shall be required to post collateral or other security for this Transaction.

6.7 No Recourse to Members

The Parties are organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) and are each a public entity separate from its constituent members. Each Party will solely be responsible for all of such Party's debts, obligations and liabilities accruing and arising out of this Confirmation. The Parties will have no rights and shall not make any claims, take any actions or assert any remedies against any of the other Party's constituent members, or the officers, directors, advisors, contractors, consultants or employees of the other Party or the other Party's constituent members, in connection with this Confirmation.

6.8 Other WSPP Agreement Changes

For this Transaction, the WSPP Agreement shall be amended as follows:

(a) Section 9.4 is deleted in its entirety and replaced with the following:

"In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due, with notice of the objection given to the other Party. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within two (2) Business Days of such resolution along with interest accrued at the Interest Rate from and including the due date to but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments, with interest accrued at the Interest Rate from and including the date of such overpayment to but excluding the date repaid or deducted by the Party receiving such overpayment. Any dispute with respect to an invoice is waived unless the other Party is notified in writing within twelve (12) months after the invoice is rendered or any specific adjustment to the invoice is made. If an invoice is not rendered within twelve (12) months after the close of the month during which performance of a Transaction occurred, the right to payment for such performance is waived."

(b) Section 22.1 is modified by inserting the following new text at the end thereof:

"(f) the failure of the Defaulting Party to pay its debts generally as they become due or the Defaulting Party's admission in a writing that is unable to generally pay its debts as they become due;

(g) the institution, by the Defaulting Party, of a general assignment for the benefit of its creditors; or

(h) the application for, consent to, or acquiescence to, by the Defaulting Party, the appointment of a receiver, custodian, trustee, liquidator, or similar official for all or a substantial portion of its assets."

(c) Section 22.2(b) is amended by inserting "and is continuing" after "Event of Default occurs" in the first line thereof and deleting the second sentence therein.

(d) Section 22.3(c) is amended by deleting the third sentence thereof and replacing it with the following: "If the Non-Defaulting Party's aggregate Gains exceed its aggregate Losses and Costs, if any, resulting from the termination of this Agreement or a Confirmation, the Termination Payment for all such Terminated Transactions shall be zero, notwithstanding any provision in this Section or Agreement to the contrary."

(e) In Section 22.3(e), delete the entire provision (including subsections) and replace it with the following: "[Intentionally omitted]"

(f) In Section 22.3(f), delete the entire provision and replace it with the following:

"If the Defaulting Party disagrees with the calculation of the Termination Payment and the Parties cannot otherwise resolve their differences, and provided that the Defaulting Party has paid the undisputed part of the Termination Payment to the Non-Defaulting Party as provided under Section 22.3(c), and that any amounts disputed by the Defaulting Party are disputed in good faith, then the Defaulting Party may submit the calculation issue to Dispute Resolution pursuant to Section 34."

(g) Section 28.1 is applicable and the Parties shall net monthly payments in accordance with Exhibit A of the WSPP. Both Parties intend for the netting provisions of Exhibit A to the WSPP Agreement to be effective on the Confirmation Effective Date.

(h) Section 30.1 is amended by inserting "or requested" after the word "required" in Section 30.1(4) and by adding the following at the end of the first sentence: "; or (8) to the Party's and such Party's affiliates' lenders, counsel, accountants, advisors and agents who have a need to know such information and have agreed to keep such terms confidential".

(i) Subsections 34.1 and 34.2 are deleted and replaced with the following:

"34.1 INFORMAL DISPUTE RESOLUTION

IN THE EVENT OF ANY DISPUTE ARISING UNDER THIS TRANSACTION, WITHIN TEN (10) DAYS FOLLOWING THE RECEIPT OF A WRITTEN 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 THIRTY (30) DAYS AFTER RECEIPT OF SUCH NOTICE, 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 TRANSACTION."

"34.2 EXCLUSIVE JURISDICTION

EACH PARTY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED IN CALIFORNIA, FOR ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY TRANSACTION, AND EXPRESSLY WAIVES ANY OBJECTION IT MAY HAVE TO SUCH JURISDICTION OR THE CONVENIENCE OF SUCH FORUM."

(j) The phrase "arbitration or" is deleted from the first line of Section 34.4.

(k) The following shall be inserted as a new Section 34.5:

"34.5 LIMITATION OF DAMAGES. EXCEPT AS OTHERWISE SPECIFIED IN ANY CONFIRMATION, FOR BREACH OF ANY PROVISION OF THIS CONFIRMATION AGREEMENT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, THE EXPRESS REMEDY OR MEASURE OF DAMAGES PROVIDED IS THE SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT AND THE AGREEMENT FOR THE BREACH, LIABILITY FOR THE BREACH IS LIMITED AS SET FORTH IN THE PROVISION AND ALL OTHER REMEDIES FOR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. EXCEPT AS OTHERWISE SPECIFIED IN ANY CONFIRMATION, IF NO EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT FOR A PARTICULAR BREACH, LIABILITY FOR THE BREACH IS LIMITED TO DIRECT DAMAGES ONLY, THE DIRECT DAMAGES ARE THE SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT FOR THE BREACH, AND ALL OTHER REMEDIES FOR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. EXCEPT AS OTHERWISE SPECIFIED IN ANY CONFIRMATION, NEITHER PARTY IS LIABLE FOR ANY OTHER TYPE OF DAMAGE, INCLUDING INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OF ANY NATURE (INCLUDING DAMAGES ASSOCIATED WITH LOST PROFITS, BUSINESS INTERRUPTION AND LOSS OF GOODWILL) ARISING AT ANY TIME, WHETHER IN TORT (INCLUDING THE SOLE OR CONTRIBUTORY NEGLIGENCE OF EITHER PARTY OR ANY RELATED PERSON), WARRANTY, STRICT LIABILITY, CONTRACT OR STATUTE, UNDER ANY INDEMNITY PROVISION, OR OTHERWISE."

(l) Section 37 is amended by inserting the following in the beginning of the section: "On the date of entering into this Confirmation,".

(m) Section 41 "Witness" shall become Section 42 and the following "Standard of Review" Section shall be substituted in its place:

"The Parties agree as follows:

From the date of entering into a Transaction under this Agreement and throughout the term of such Transaction, the Parties each warrant and covenant as follows:

(i) Absent the agreement of all Parties to the proposed change, the standard of review for changes to any section of this Agreement (including all Transactions and/or Confirmations) specifying the rate(s) or other material economic terms and conditions agreed to by the Parties herein, whether proposed by a Party, a non-party or FERC acting sua sponte, 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)(the "Mobile-Sierra" doctrine) and clarified in Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish 554 U.S. 527 (2008) and NRG Power Marketing LLC v. Maine Pub. Util. Comm'n, 558 U.S. 165 (2010).

(ii) The Parties, for themselves and their successors and assigns, (i) agree that this "public interest" standard shall apply to any proposed changes in any other documents, instruments or other agreements executed or entered into by the Parties in connection with this Agreement and (ii) hereby expressly and irrevocably waive any rights they can or may have to the application of any other standard of review, including the "just and reasonable" standard."

6.9 Counterparts

This Confirmation may be signed in any number of counterparts with the same effect as if the signatures to the counterparts were upon a single instrument. The Parties may rely on electronic, or scanned signatures as originals under this Confirmation. Delivery of an executed signature page of this Confirmation by electronic mail transmission (including PDF) shall be the same as delivery of a manually executed signature page.

6.10 Entire Agreement; No Oral Agreements or Modifications

This Confirmation sets forth the terms of the Transaction into which the Parties have entered and shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of the Product. Notwithstanding any other provision of the Agreement, this Transaction may be confirmed only through a Documentary Writing executed by both Parties, and no amendment or modification to this Transaction shall be enforceable except through a Documentary Writing executed by both Parties.

[*Signatures appear on the following page.*]

AGREED AS OF THE EFFECTIVE DATE:

PIONEER COMMUNITY ENERGY, a California joint powers authority	**SILICON VALLEY CLEAN ENERGY AUTHORITY, a California joint powers authority**
By: E-SIGNED by Donald Eckert on 2022-10-06 13:38:35 PDT	By: DocuSigned by: Girish Balachandran 5CA64B9AC4C24C3...
Name: Donald Eckert	Name: Girish Balachandran
Title: Executive Director	Title: CEO

APPENDIX A
DEFINED TERMS

"Alternate Capacity" means replacement Product which Seller has elected to provide to Purchaser in accordance with the terms of Section 2.3.

"CAISO" means the California ISO or the successor organization to the functions thereof.

"Capacity Attributes" means attributes of the Shown Unit that may be counted toward Compliance Obligations, including: flexibility, dispatchability, physical location or point of electrical interconnection of the Shown Unit; Unit ability to generate at a given capacity level, provide ancillary services, or ramp up or down at a given rate; any current or future defined characteristics, certificates, tags, credits, or accounting constructs of the Shown Unit, howsoever entitled, identified from time to time by the CAISO or a Governmental Body having jurisdiction over Compliance Obligations.

"CIRA Tool" means the CAISO Customer Interface for Resource Adequacy.

"Compliance Obligations" means, as applicable, RAR, Local RAR and FCR.

"Compliance Showings" means the applicable LSE's compliance with the resource adequacy requirements of the CPUC for an applicable Showing Month.

"Contingent Firm RA Product" has the meaning set forth in Article 1 herein.

"CPUC Decisions" means any currently effective or future decisions, resolutions, or rulings related to resource adequacy.

"CPUC Filing Guide" is the document issued annually by the CPUC which sets forth the guidelines, requirements and instructions for load serving entities to demonstrate compliance with the CPUC's resource adequacy program.

"Effective Flexible Capacity" has the meaning given in CAISO's FERC-approved Tariff.

"Environmental Costs" means (i) costs incurred in connection with acquiring and maintaining all environmental permits and licenses for the Product, (ii) the Product'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 Product, (iii) all operating and maintenance costs for operation of pollution mitigation or control equipment, (iv) costs of permit maintenance fees and emission fees as applicable, (v) the costs of all emission reductions that have been authorized by a local air pollution control district or emissions trading credits or units pursuant to the California Health & Safety Code, market based incentive programs such as the South Coast Air Quality Management District's Regional Clean Air Incentives Market, authorizations to emit sulfur dioxide and oxides of nitrogen by the Environmental Protection Agency, and any costs related to greenhouse gas emissions required by any applicable environmental laws, rules, regulations, or permits to operate, and (vi) costs associated with the disposal, clean-up, decontamination or remediation, on or off site, of hazardous substances.

"Expected Contract Quantity" means, with respect to any Showing Month of the Delivery Period, (a) for Firm RA Product, the Contract Quantity of Product, including the amount of Contract Quantity of Product that Seller has elected to provide Alternate Capacity, and (b) for Contingent Firm RA Product, the Contract Quantity of Product for such Showing Month, including the amount of Contract Quantity of Product that Seller has elected to provide Alternate Capacity, less any reductions to Contract Quantity consistent with Section 2.2 with respect to which Seller has not elected to provide Alternate Capacity.

"FCR" means the flexible capacity requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, the CAISO pursuant to the Tariff, or other Governmental Body having jurisdiction over Compliance Obligations and includes any non-binding advisory showing which an LSE is required to make with respect to flexible capacity.

"FCR Attributes" means, with respect to a Shown Unit, any and all resource adequacy attributes of the Shown Unit, as may be identified from time to time by the CPUC, CAISO, or other Governmental Body having jurisdiction over Compliance Obligations, that can be counted toward an LSE's FCR.

"Firm RA Product" has the meaning set forth in Article 1 herein.

"Flexible Capacity Category" shall be as described in the annual CPUC Filing Guide, as such may be modified, amended, supplemented or updated from time to time.

"Governmental Body" means any federal, state, local, municipal or other government; any governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; and any court or governmental tribunal.

"Interest Rate" means, for any date, the lesser of (a) the per annum rate of interest equal to the prime lending rate as may from time to time be published in The Wall Street Journal under "Money Rates" on such day (or if not published on such day on the most recent preceding day on which published), plus two percent (2%) and (b) the maximum rate permitted by applicable law.

"Local RAR" means the local resource adequacy requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, by CAISO pursuant to the Tariff, or by any other Governmental Body having jurisdiction over Compliance Obligations.

"Local RAR Attributes" means, with respect to a Shown Unit, any and all resource adequacy attributes of the Shown Unit, as may be identified from time to time by the CPUC, CAISO, or other Governmental Body having jurisdiction over Compliance Obligations, that can be counted toward an LSE's Local RAR.

"LSE" means "Load Serving Entity" as such term is used in Section 40.9 of the Tariff.

"MW" means megawatt.

"Net Qualifying Capacity" has the meaning given in CAISO's FERC-approved Tariff.

"Notification Deadline" is ten (10) Business Days before the relevant deadlines for the corresponding Compliance Showings applicable to the relevant Showing Month.

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

"Product" means RAR Attributes, Local RAR Attributes and FCR Attributes, each for the Delivery Period, Unit, Contract Quantity, Contract Price and other specifications contained in Appendix B.

"Prorated Percentage of Unit Factor" means the percentage, as specified in Appendix B, of the Unit NQC as of the Effective Date that is dedicated to Purchaser under this Transaction.

"Prorated Percentage of Unit Flexible Factor" means the percentage, as specified in Appendix B, of the Unit EFC as of the Effective Date that is dedicated to Purchaser under this Transaction.

"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 power industry during the relevant time period in the Western United States, or (b) any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Prudent Operating Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to acceptable practices, methods or acts generally accepted in the electric power industry in the Western United States.

"RAR Attributes" means, with respect to a Shown Unit, any and all resource adequacy attributes of the Shown Unit, as may be identified from time to time by the CPUC, CAISO, or other Governmental Body having jurisdiction over Compliance Obligations, that can be counted toward an LSE's RAR.

"Replacement Unit" has the meaning set forth in Section 2.3.

"Resource Adequacy Requirements" or "RAR" means the resource adequacy requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, by CAISO pursuant to the Tariff, or by any other Governmental Body having jurisdiction over Compliance Obligations, not including Local RAR or FCR.

"Resource Category" shall be as described in the annual CPUC Filing Guide, as such may be modified, amended, supplemented or updated from time to time.

"SC" means Scheduling Coordinator as defined in the Tariff.

"Showing Month" means the calendar month of the Delivery Period that is the subject of the related Compliance Showing.

"Shown Unit" means the Unit, or any Replacement Unit meeting the requirements of Section 2.3 of this Confirmation and specified by Seller in a Supply Plan.

"Subsequent Purchaser" means the purchaser of Product from Purchaser in a re-sale of Product by Purchaser.

"Substitute Capacity" has the meaning set forth in the Tariff for "RA Substitute Capacity".

"Tariff" means the CAISO Tariff, including any current CAISO-published "Operating Procedures" and "Business Practice Manuals," in each case as amended or supplemented from time to time.

"Unit" means the generation unit described in Appendix B. A Unit or Shown Unit may not be a coal-fired generating facility.

"Unit EFC" means the lesser of the Unit's Effective Flexible Capacity as set by CAISO as of the Effective Date and that of the Unit on a subsequent date of determination.

"Unit NQC" means the lesser of the Unit's Net Qualifying Capacity as set by CAISO as of the Effective Date and that of the Unit on a subsequent date of determination.

APPENDIX B
PRODUCT AND UNIT INFORMATION

Product:

☒ RAR ☐ Local RAR ☐ Flexible Capacity

and all Capacity Attributes related to such Product.

Additional Product Information (fill in all that apply):
CAISO Zone: North
Resource Category (MCC Bucket): 4
CPUC Local Area (if applicable): N/A
Flexible Capacity Category (if applicable): N/A

Delivery period: July 1, 2023 through July 31, 2023, inclusive.

Contract Quantity and Contract Price:

RAR and Local RAR, as applicable

Showing Month and Year	Total Contract Quantity	Contract Price ($/kW-mo)
[redacted]		

Unit 1

Unit Specific Information	
Resource Name	Colgate Hydro Unit 2
Physical Location	Yuba County, CA
CAISO Resource ID	COLGAT_7_UNIT 2
SCID of Resource	YCWA
Unit NQC by month (e.g., Jan=50,Feb=65):	161
Unit EFC by month (e.g., Jan=30, Feb=50)	N/A
Resource Type (e.g., gas, hydro, solar, etc.)	Hydro
Minimum Qualified Flexible Capacity Category (Flex 1, 2 or 3)	N/A
TAC Area (e.g., PG&E, SCE)	PG&E
Prorated Percentage of Unit Factor	N/A
Prorated Percentage of Unit Flexible Factor	N/A
Capacity Area (CAISO System, Fresno, Sierra, Kern, LA Basin, Bay Area, Stockton, Big Creek-Ventura, NCNB, San Diego-IV or Humboldt)	CAISO System
Resource Category as defined by the CPUC (DR, 1, 2, 3, 4)	4

APPENDIX C
NOTICE INFORMATION

Seller: Pioneer Community Energy	Purchaser: Silicon Valley Clean Energy Authority
[redacted]	

[redacted]

APPENDIX D
PLANNED OUTAGE SCHEDULE

Unit Name	CAISO Resource ID *	Outage (MW)	SLIC Outage Start Date	SLIC Outage End Date
N/A	N/A	N/A	N/A	N/A

WSPP RESOURCE ADEQUACY CONFIRMATION

This Confirmation confirms the transaction between **Pioneer Community Energy**, a California joint powers authority ("Seller") and **Silicon Valley Clean Energy Authority**, a California joint powers authority ("Purchaser"), and each individually a "Party" and together the "Parties", dated as of September 16, 2022 (the "Effective Date"), by which Seller agrees to sell and deliver, and Purchaser agrees to purchase and receive, the Product (the "Transaction"). This Transaction is governed by the WSPP Agreement dated August 12, 2021 (the "WSPP Agreement"). The WSPP Agreement and this Confirmation, including any applicable appendices, exhibits or amendments thereto, shall be collectively referred to herein as the "Agreement" and will constitute a single agreement between the Parties with respect to the Transaction. Capitalized terms not otherwise defined in this Confirmation or the WSPP Agreement are defined in the Tariff.

ARTICLE 1
TRANSACTION TERMS

Product, Delivery Period, Contract Quantity, Contract Price and other specifics of the Product are in Appendix B. Appendices A, B**,** C, and D are incorporated into this Confirmation.

☐ **Firm RA Product:**

Seller shall provide Purchaser with the Product from the Unit in the amount of the Contract Quantity. If the Unit is not available to provide the full amount of the Contract Quantity for any reason, then Seller shall have the option to supply Alternate Capacity pursuant to Section 2.3 to fulfill the remainder of the Contract Quantity during such period. If Seller fails to provide Purchaser with the Contract Quantity and has failed to supply Alternate Capacity to fulfill the remainder of the Contract Quantity during such period, then Seller shall be liable for damages and/or required to indemnify Purchaser for penalties or fines pursuant to the terms of Section 2.5.

☒ **Contingent Firm RA Product:**

Seller shall provide Purchaser with Product from the Unit in the amount of the Contract Quantity. If the Unit is not available to provide the full amount of the Contract Quantity as a result of any reduction of the Contract Quantity of the Unit in accordance with Section 2.2, Seller shall have the option to notify Purchaser that either (a) Seller will not provide the portion of the Contract Quantity attributable to such reduction during the period of such non-availability; or (b) Seller will supply Alternate Capacity to fulfill the remainder of the Contract Quantity during such period pursuant to Section 2.3. If the Unit is not available to provide the full amount of the Contract Quantity as a result of any reason other than as provided in Section 2.2, then Seller shall have the option to supply Alternate Capacity pursuant to Section 2.3 to fulfill the remainder of the Contract Quantity during such period. If Seller fails to provide Purchaser with the Expected Contract Quantity from the Unit and has failed to supply Alternate Capacity to fulfill the remainder of the Expected Contract Quantity during such period, then Seller shall be liable for damages and/or required to indemnify Purchaser for penalties or fines pursuant to the terms of Section 2.5.

ARTICLE 2
DELIVERY OBLIGATIONS AND ADJUSTMENTS

2.1 Sale and Delivery of Product

(a) For each Showing Month of the Delivery Period, Seller shall sell and deliver to Purchaser, and Purchaser shall purchase and receive from Seller, the Expected Contract Quantity of the Product from the Shown Unit(s). Seller's obligation to deliver the Expected Contract Quantity of Product for the Delivery Period is firm and will not be excused for any reason.

(b) Seller shall deliver the Expected Contract Quantity by submitting to CAISO in its Supply Plan the Shown Unit(s) and the characteristics of the Shown Unit(s) and Product for Purchaser, as further specified in Appendix B, all in compliance with this Confirmation.

(c) Seller shall cause all Supply Plans to meet and be filed in conformance with the requirements of the CPUC and the Tariff. Seller shall submit, or cause the Shown Unit's SC to submit, on a timely basis with respect to each applicable Showing Month, Supply Plans in accordance with the Tariff and CPUC requirements to identify and confirm the Product delivered to Purchaser for each Showing Month of the Delivery Period. The total amount of Product identified and confirmed for such Showing Month shall equal the Expected Contract Quantity, including a request for Hold-Back Capacity pursuant to Article Five of this Confirmation.

(d) Seller shall sell and deliver Product from a Shown Unit that meets the requirements set forth in Appendix B, including the Resource Category and, if applicable, the Flexible Capacity Category. In no event shall a Shown Unit utilize coal or coal materials as a source of fuel. A Shown Unit must be a specific resource that is connected directly to the CAISO controlled grid or be under the operational control of CAISO. A Shown Unit may not be an unspecified import. Seller shall identify the Shown Unit(s) and Expected Contract Quantity by providing Purchaser with the specific information contemplated in Appendix B no later than the Notification Deadline for the relevant Showing Month.

(e) If CAISO rejects either the Supply Plan or the Resource Adequacy Plan with respect to any part of the Expected Contract Quantity for the Shown Unit(s) in any Showing Month, the Parties shall confer, make such corrections as are necessary for acceptance, and resubmit the corrected Supply Plan or Resource Adequacy Plan for validation before the applicable deadline for the Showing Month.

(f) The Product is delivered and received when the CIRA Tool shows that the Supply Plan submitted in compliance with Purchaser's instructions, including Purchaser's instructions to withhold all or part of the Expected Contract Quantity from Seller's Supply Plan for any Showing Month during the Delivery Period, has been accepted for the Product from the Shown Unit(s) by CAISO. Seller has failed to deliver the

Product if (i) Purchaser has elected to submit the Product from the Shown Unit in its Resource Adequacy Plan and such submission is accepted by the CPUC and the CAISO but the Supply Plan and Resource Adequacy Plan are not matched in the CIRA Tool and are rejected by CAISO notwithstanding performance of Section 2.1(e) or (ii) Seller fails to submit the volume of Expected Contract Quantity for any Showing Month in such amount as instructed by Purchaser for the applicable Showing Month. Seller will not have failed to deliver the Expected Contract Quantity if Purchaser fails or chooses not to submit the Shown Unit(s) and the Product in its Resource Adequacy Plan with the CPUC or CAISO.

(g) Hold-Back Capacity, if any, is deemed Contract Quantity delivered, unless utilized under Article Five as Substitute Capacity, then Contract Quantity is delivered according to the timeline requirements therein.

(h) The Shown Unit(s) must not have characteristics that would trigger the need for Purchaser or Seller to file an advice letter or other request for authorization with the CPUC or for Purchaser to make a compliance filing pursuant to California Public Utilities Code Section 380.[1]

2.2 <u>Reductions in Contract Quantity</u>

(a) If Seller is providing Contingent Firm RA Product, Seller's obligation to deliver the Contract Quantity for each Showing Month may be reduced at Seller's option by the amount of any Planned Outages which exist with respect to any portion of the Unit during the applicable Showing Month; provided, (i) Seller notifies Purchaser by the Notification Deadline applicable to that Showing Month of the amount of Product from the Unit that Purchaser may include in Purchaser's Compliance Showings applicable to that month as a result of such Planned Outage, and (ii) such reduction is able to be reflected on the Supply Plansin accordance with the Tariff.

(b) In the event Seller is unable to provide the Contract Quantity for any portion of a Showing Month because of a Planned Outage of a Unit, Seller has the option, but not the obligation, to provide Product for such portions of such Showing Month from Replacement Units, provided Seller provides and identifiessuch Replacement Units in accordance with Section 2.3.

2.3 <u>Seller's Option To Provide Alternate Capacity</u>

If Seller is unable to provide the full Contract Quantity for a Showing Month for any reason, including, without limitation, as provided in Section 2.2, or Seller desires to provide some or all of the Contract Quantity for any Showing Month from a different generating unit other than the Unit, then Seller may, at no cost to Purchaser, provide Purchaser with replacement Product from one or more replacement units having the same Capacity Attributes of the Unit(s) originally identified in Appendix B, including the same Resource Category and, if applicable, the Flexible

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[1] For example, contracts with Once-Through Cooling resources that terminate one year or less before the State Water Resources Control Board compliance deadline require an advice letter filing under CPUC Decision 12-04-046

Capacity Category (each such unit, a "Replacement Unit") in an amount such that the total amount of Product provided to Purchaser from the Unit and any Replacement Unit(s) for each Showing Month is not more than the Contract Quantity, provided that in each case:

(a) Seller shall notify Purchaser in writing of its intent to provide Alternate Capacity and shall identify the proposed Replacement Units from which such Alternate Capacity shall be provided no later than the Notification Deadline for Purchaser's Compliance Showings related to such Showing Month;

(b) The proposed Replacement Units must (i) be accepted by the CAISO, and (ii) otherwise satisfy the requirements of this Agreement;

(c) Seller shall, or shall cause the SC to submit a Supply Plan for each Showing Month and, if applicable, annual filing, no later than the Notification Deadline for Purchaser's Compliance Showings;

(d) If Seller does not comply with the requirements of Sections 2.3(a), (b) and (c) for the applicable Showing Month and, if applicable, annual filing, then any such Replacement Units shall not be deemed a Replacement Unit for purposes of this Confirmation for that Showing Month and Seller shall not receive payment for such Product; and

(e) The designation of any Replacement Unit(s) by Seller shall be subject to Purchaser's prior written approval, which shall not be unreasonably withheld.

Once Seller has identified in writing any Replacement Units that meet the requirements of this Section 2.3 and Purchaser has approved such Replacement Units as consistent with this Confirmation, then any such Replacement Units shall be deemed a Unit for purposes of this Confirmation for that Showing Month. Purchaser's approval of a Replacement Unit as to a given Showing Month shall not be construed as approval of such Replacement Unit for any subsequent Showing Month.

2.4 Planned Outages

As of the Confirmation Effective Date, Seller and Purchaser have agreed to all Planned Outages as specified in Appendix D ("Planned Outage Schedule") for all relevant Showing Months for the following calendar year, or until the end of the Delivery Period, whichever is shorter. Seller may provide Purchaser with proposed changes to the Planned Outage Schedule from time to time. Within ten (10) Business Days after Purchaser's receipt of any Seller proposed changes, Purchaser shall notify Seller in writing of any reasonable requests for modifications to such Seller proposed changes, and Seller shall, to the extent consistent with Prudent Operating Practice, accommodate Purchaser's requests regarding the timing of any Seller proposed changes to the Planned Outage Schedule.

2.5 Purchaser's Remedies for Seller's Failure to Deliver Expected Contract Quantity

(a) If Seller fails to deliver any part of the Expected Contract Quantity as required herein for any Showing Month, Seller shall be liable for damages pursuant to Section 21.3 of the WSPP Agreement, without reference to the word "hourly" therein.

(b) Seller shall indemnify, defend and hold harmless Purchaser from any penalties, fines or costs, including Environmental Costs, assessed against Purchaser by the CPUC, CAISO or other Governmental Body resulting from Seller's failure to deliver the Product or a Shown Unit's SC's failure to timely or accurately submit Supply Plans in accordance with the Tariff and this Confirmation. The Parties shall use commercially reasonable efforts to minimize such penalties, fines or costs; provided, that in no event will Purchaser be required to use or change its utilization of its owned or controlled assets or market positions to minimize these penalties, fines or costs. If Seller fails to pay the foregoing penalties, fines or costs, or fails to reimburse Purchaser for those penalties, fines or costs, then, without prejudice to its other rights and remedies, Purchaser may setoff and recoup those penalties, fines or costs against any future amounts it may owe to Seller under this Confirmation or the WSPP Agreement.

2.6 Purchaser's Re-Sale of Product

(a) Purchaser may re-sell all or part of the Product; provided that any such re-sale must not increase Seller's obligations hereunder other than as set forth in this Section 2.6(a). For any such a resale, the Resource Adequacy Plan of Purchaser as used herein will refer to the Resource Adequacy Plan of Subsequent Purchaser. Seller shall, or shall cause the Shown Unit's SC, to follow Purchaser's instructions with respect to providing such resold Product to Subsequent Purchasers, to the extent such instructions are consistent with Seller's obligations under this Confirmation. Seller shall, and shall cause the Shown Unit's SC, to take all commercially reasonable actions and execute all documents or instruments reasonably necessary to allow such Subsequent Purchasers to use such resold Product in a manner consistent with Purchaser's rights under this Confirmation. If Purchaser incurs any liability to a Subsequent Purchaser due to the failure of Seller or the Shown Unit's SC to comply with this Confirmation, Seller will be liable to Purchaser for the amounts Seller would have owed Purchaser under this Confirmation if Purchaser had not resold the Product.

(b) Purchaser shall notify Seller in writing of any resale of Product and the Subsequent Purchaser no later than two (2) Business Days before the Notification Deadline for each Showing Month for which Purchaser has resold the Product. Purchaser shall notify Seller of any subsequent changes or further resales no later than two (2) Business Days before the Notification Deadline for the Showing Month.

(c) If CAISO or CPUC develops a centralized capacity market, Purchaser will have exclusive rights to direct the Seller or the Unit's SC to offer, bid, or otherwise submit the Expected Contract Quantity of Product for re-sale in such market, Seller and the Unit's SC shall comply with Purchaser's direction and Purchaser shall retain and receive all revenues from such re-sale.

(d) Purchaser shall have the exclusive right to direct the Seller or the Unit's SC to offer, bid, or otherwise submit the Expected Contract Quantity into the CAISO Competitive Solicitation Process (CSP) for CPM Capacity. Seller and the Unit's SC shall comply with the Purchaser's direction and, to the extent that the CAISO designates the Expected Contract Quantity as CPM Capacity, Purchaser shall be entitled to retain and receive the CPM Capacity Payment. Unless otherwise instructed by Purchaser, (i) Seller shall not, and shall cause the Unit's SC to not, offer any portion of the Expected Contract Quantity to CAISO as CPM Capacity and (ii) if CAISO designates any portion of the Contract Capacity as CPM Capacity, then Seller shall, and shall cause the Unit's SC to, promptly (and in any event within one (1) Business Day of the time Seller receives notification from CAISO) notify Purchaser of such designation, and if CAISO makes such a designation, Seller shall not, and shall cause the Unit's SC to not, accept any such designation by CAISO unless and until Purchaser has agreed to accept such designation.

ARTICLE 3
PAYMENTS

3.1 Payment

Purchaser shall make a monthly payment to Seller for each Unit by the later of (i) ten (10) Calendar Days after Purchaser's receipt of Seller's invoice (which may be given upon first day of the Showing Month) and (ii) the twentieth (20^{th}) of the Showing Month, or if the twentieth (20^{th}) is not a Business Day the next following Business Day ("Monthly RA Capacity Payment"). The Monthly RA Capacity Payment shall equal the product of (a) the applicable Contract Price for that Showing Month, (b) the Expected Contract Quantity for the Showing Month and (c) 1,000, rounded to the nearest penny (i.e., two decimal places); provided, however, that the Monthly RA Capacity Payment shall be adjusted to reflect any portion of Expected Contract Quantity for the Showing Month that was not delivered in accordance with Section 2.1 for such Showing Month.

3.2 Allocation of Other Payments and Costs

(a) Seller will receive any revenues from, and must pay all costs charged by, CAISO or any other third party with respect to the Shown Unit(s) for (i) start-up, shutdown, and minimum load costs, (ii) capacity for ancillary services, (iii) energy sales, (iv) flexible ramping product, or (v) black start or reactive power services. Purchaser must promptly report receipt of any such revenues to Seller. Purchaser must pay to Seller any such amounts described in this Section 3.2(a) received by Purchaser or a Subsequent Purchaser. Without prejudice to its other rights and remedies, Seller may setoff and recoup any such amounts that are not paid to it pursuant to this Section 3.2(a) against any amounts owed to Purchaser under the WSPP Agreement.

(b) Purchaser is to receive and retain all revenues associated with the Expected Contract Quantity of Product during the Delivery Period, including any capacity and availability revenues from the Capacity Procurement Mechanism, or its successor, RUC Availability Payments, or its successor, but excluding payments described in Section 3.2(a)(i)-(v) or 3.2(d). Seller shall promptly report receipt of any such revenues to Purchaser. Seller shall pay to Purchaser within thirty (30) days of receipt any such amounts received by Seller, or a Shown Unit's SC, owner, or operator. Without prejudice to its other rights, Purchaser may set off and recoup any such amounts that are not paid to it against amounts owed to Seller under the WSPP Agreement.

(c) If CAISO designates any part of the Contract Quantity as Capacity Procurement Mechanism Capacity, then Seller shall, or shall cause the Shown Unit's SC to, within one (1) Business Day of the time Seller receives notification from CAISO, notify Purchaser and not accept any such designation by CAISO unless and until Purchaser has agreed to accept such designation.

(d) Any Availability Incentive Payments or Non-Availability Charges are for Seller to receive and pay.

ARTICLE 4
OTHER PURCHASER AND SELLER COVENANTS

4.1 CAISO Requirements

Seller shall schedule or cause the Shown Unit's SC to schedule or make available to CAISO the Expected Contract Quantity of the Product during the Delivery Period, in compliance with the Tariff, and perform all, or cause the Shown Unit's SC, owner, or operator to perform all, obligations under applicable law and the Tariff relating to the Product. Purchaser is not liable for, and Seller shall indemnify and hold Purchaser harmless from, the failure of Seller or the Shown Unit's SC, owner, or operator to comply with the Tariff, and for any penalties, fines or costs imposed on Seller or the Shown Unit's SC, owner, or operator for noncompliance.

4.2 Seller's and Purchaser's Duties to Take Actions to Allow Product Utilization

Throughout the Delivery Period, Purchaser and Seller shall take all commercially reasonable actions and execute all documents or instruments reasonably necessary to ensure (a) Purchaser's rights to the Expected Contract Quantity for the sole benefit of Purchaser or any Subsequent Purchaser and (b) that Purchaser may use the Expected Contract Quantity to meet its Compliance Obligations. Such commercially reasonable actions shall include, without limitation cooperating with and providing, and causing each Shown Unit's SC, owner, or operator to cooperate with and provide, requested supporting documentation to the CAISO, the CPUC, or any other Governmental Body responsible for administering the applicable Compliance Obligations, including to demonstrate that the Expected Contract Quantity can be delivered to the CAISO controlled grid for the minimum hours required to satisfy the Compliance Obligations, as applicable, pursuant to the "deliverability" standards established by the CAISO or other Governmental Body of competent jurisdiction.

If necessary, the Parties further agree to negotiate in good faith to amend this Confirmation to conform this Transaction to subsequent clarifications, revisions, or decisions rendered by CAISO or an applicable Governmental Body to maintain the benefits of the Transaction.

4.3 Seller's Representations and Warranties

Seller represents and warrants to Purchaser throughout the Delivery Period that:

(a) No part of the Contract Quantity during the Delivery Period has been committed by Seller to any third party to satisfy Compliance Obligations or analogous obligations in any CAISO or non-CAISO markets;

(b) The Shown Unit(s) qualify to provide the Product under the Tariff, and the Shown Unit(s) and Seller are capable of delivering the Product;

(c) the aggregation of all amounts of Capacity Attributes that Seller has sold, assigned, or transferred for the Shown Unit(s) during the Delivery Period does not exceed the Shown Unit's Net Qualifying Capacity and, if applicable, the Effective Flexible Capacity for that Shown Unit;

(d) if applicable, Seller has notified either the Shown Unit's SC or the entity from which Seller purchased the Product that Seller has transferred the Contract Quantity of Product for the Delivery Period to Purchaser; and

(e) Seller has notified or will notify the Shown Unit's SC that Purchaser is entitled to the revenues set forth in Section 3.2(b), and such Shown Unit's SC is obligated to promptly deliver those revenues to Purchaser, along with appropriate documentation supporting the amount of those revenues.

4.4 Market Based Rate Authority

Upon Purchaser's written request, Seller shall, in accordance with FERC Order No. 697, submit a letter of concurrence in support of any affirmative statement by Purchaser that this contractual arrangement does not transfer "ownership or control of generation capacity" from Seller to Purchaser as the term "ownership or control of generation capacity" is used in 18 CFR Section 35.42. Seller shall not, in filings, if any, made subject to Order Nos. 652 and 697, claim that this contractual arrangement conveys ownership or control of generation capacity from Seller to Purchaser.

ARTICLE 5
[RESERVED]

ARTICLE 6
ADDITIONAL WSPP AGREEMENT AMENDMENTS; GENERAL PROVISIONS

6.1 Termination Payment

For this Transaction, the following is inserted as a penultimate paragraph in Section 22.2(b) of the WSPP Agreement:

> "If Purchaser is the Non-Defaulting Party and Purchaser reasonably expects to incur or be liable for any penalties, fines or costs from CAISO, or any Governmental Body, because Purchaser or a Subsequent Purchaser is not able to include the applicable Expected Contract Quantity in a Compliance Showing due to Seller's Event of Default, then Purchaser may, in good faith, estimate the amount of those penalties, fines or costs and include the estimate in its determination of the Termination Payment, subject to accounting to Seller when those penalties, fines or costs are finally ascertained. If this accounting establishes that Purchaser's estimate exceeds the actual amount of penalties, fines or costs, Purchaser must promptly remit to Seller the excess amount with interest in accordance with Section 9.3 of the WSPP Agreement. The rights and obligations with respect to determining and paying any Termination Payment, and any dispute resolution provisions with respect thereto, survive the termination of this Transaction and continue until after those penalties, fines or costs are finally ascertained."

6.2 Confidentiality

Notwithstanding Section 30.1 of the WSPP Agreement:

(a) (i) Purchaser may disclose information as necessary in order to support its Compliance Showings or otherwise show it has met its Compliance Obligations; (ii) Seller may disclose as necessary to a Shown Unit's SC or as necessary for Supply Plans; (iii) each Party may disclose information as necessary to the independent evaluator or other administrator of any competitive solicitation process of Purchaser, which in turn may disclose such information as necessary to CAISO or any Governmental Body; and (iv) Purchaser may disclose information to any Subsequent Purchaser.

(b) Seller acknowledges that Purchaser is a public agency subject to the requirements of the California Public Records Act (Cal. Gov. Code section 6250 et seq.) and that Purchaser may be required to make public this Confirmation (which may be partially redacted by Purchaser) in connection with the process of seeking approval from its board of directors for the execution of this Confirmation. Seller may submit information to Purchaser that Seller considers confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255). Seller acknowledges that Purchaser may submit to Seller information that Purchaser considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Confirmation ("Requestor") pursuant to the California Public Records Act for production, inspection and/or copying of this Confirmation or any information designated by a disclosing Party as confidential, the receiving Party as soon as practical shall notify the disclosing Party that such request has been made, by telephone call, letter sent via electronic mail, and/or by overnight carrier to the address, or email address listed at the end of this Confirmation. The disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be confidential information and to prevent release of information to the Requestor by the receiving Party. If the disclosing Party takes no such action within ten (10) days, after receiving the foregoing notice from the receiving Party, the receiving Party shall be permitted to comply with the Requestor's demand and is not required to defend against it. Notwithstanding the foregoing, Purchaser may release confidential information without notice to or over the objection of Seller if Purchaser's legal counsel advises Purchaser that Purchaser is required by law to release such confidential information.

6.3 Dodd-Frank Act

The Parties intend this Transaction to be a "customary commercial arrangement" as described in Section II.A.1 of Commodity Futures Trading Commission, *Proposed Guidance, Certain Natural Gas and Electric Power Contracts*, 81 Fed. Reg. 20583 at 20586 (Apr. 8, 2016) and a "Forward Capacity Transaction" within the meaning of Commodity Futures Trading Commission, *Final Order in Response to a Petition From Certain Independent System Operators and Regional Transmission Organizations To Exempt Specified Transactions Authorized by a Tariff or Protocol Approved by the Federal Energy Regulatory Commission*, 78 Fed. Reg. 19,880 (Apr. 2, 2013).

6.4 Change in Law

If any action by the CPUC, CAISO or any Governmental Body having jurisdiction, or any change in applicable law, occurring after the Confirmation Effective Date results in (i) material changes to Purchaser's or Seller's obligations with regard to the Products sold hereunder, (ii) has the effect of changing the transfer and sale procedure set forth in this Confirmation so that the performance of this Confirmation becomes impracticable, or (iii) changes the Resource Adequacy Requirements such that the Product can no longer be counted towards Purchaser's Resource Adequacy Requirements (a "Change in Law"), the Parties shall work in good faith to revise this Confirmation so that the Parties can perform their obligations regarding the purchase and sale of the Product sold hereunder in order to maintain the original intent.

6.5 Governing Law

Notwithstanding Section 24 of the WSPP Agreement, this Transaction 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.

6.6 Collateral

Notwithstanding any provision in the WSPP Agreement to the contrary, including Section 27, neither Party shall be required to post collateral or other security for this Transaction.

6.7 No Recourse to Members

The Parties are organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) and are each a public entity separate from its constituent members. Each Party will solely be responsible for all of such Party's debts, obligations and liabilities accruing and arising out of this Confirmation. The Parties will have no rights and shall not make any claims, take any actions or assert any remedies against any of the other Party's constituent members, or the officers, directors, advisors, contractors, consultants or employees of the other Party or the other Party's constituent members, in connection with this Confirmation.

6.8 Other WSPP Agreement Changes

For this Transaction, the WSPP Agreement shall be amended as follows:

(a) Section 9.4 is deleted in its entirety and replaced with the following:

> "In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due, with notice of the objection given to the other Party. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within two (2) Business Days of such resolution along with interest accrued at the Interest Rate from and including the due date to but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments, with interest accrued at the Interest Rate from and including the date of such overpayment to but excluding the date repaid or deducted by the Party receiving such overpayment. Any dispute with respect to an invoice is waived unless the other Party is notified in writing within twelve (12) months after the invoice is rendered or any specific adjustment to the invoice is made. If an invoice is not rendered within twelve (12) months after the close of the month during which performance of a Transaction occurred, the right to payment for such performance is waived."

(b) Section 22.1 is modified by inserting the following new text at the end thereof:

> "(f) the failure of the Defaulting Party to pay its debts generally as they become due or the Defaulting Party's admission in a writing that is unable to generally pay its debts as they become due;

(g) the institution, by the Defaulting Party, of a general assignment for the benefit of its creditors; or

(h) the application for, consent to, or acquiescence to, by the Defaulting Party, the appointment of a receiver, custodian, trustee, liquidator, or similar official for all or a substantial portion of its assets."

(c) Section 22.2(b) is amended by inserting "and is continuing" after "Event of Default occurs" in the first line thereof and deleting the second sentence therein.

(d) Section 22.3(c) is amended by deleting the third sentence thereof and replacing it with the following: "If the Non-Defaulting Party's aggregate Gains exceed its aggregate Losses and Costs, if any, resulting from the termination of this Agreement or a Confirmation, the Termination Payment for all such Terminated Transactions shall be zero, notwithstanding any provision in this Section or Agreement to the contrary."

(e) In Section 22.3(e), delete the entire provision (including subsections) and replace it with the following: "[Intentionally omitted]"

(f) In Section 22.3(f), delete the entire provision and replace it with the following:

"If the Defaulting Party disagrees with the calculation of the Termination Payment and the Parties cannot otherwise resolve their differences, and provided that the Defaulting Party has paid the undisputed part of the Termination Payment to the Non-Defaulting Party as provided under Section 22.3(c), and that any amounts disputed by the Defaulting Party are disputed in good faith, then the Defaulting Party may submit the calculation issue to Dispute Resolution pursuant to Section 34."

(g) Section 28.1 is applicable and the Parties shall net monthly payments in accordance with Exhibit A of the WSPP. Both Parties intend for the netting provisions of Exhibit A to the WSPP Agreement to be effective on the Confirmation Effective Date.

(h) Section 30.1 is amended by inserting "or requested" after the word "required" in Section 30.1(4) and by adding the following at the end of the first sentence: "; or (8) to the Party's and such Party's affiliates' lenders, counsel, accountants, advisors and agents who have a need to know such information and have agreed to keep such terms confidential".

(i) Subsections 34.1 and 34.2 are deleted and replaced with the following:

"34.1 INFORMAL DISPUTE RESOLUTION

IN THE EVENT OF ANY DISPUTE ARISING UNDER THIS TRANSACTION, WITHIN TEN (10) DAYS FOLLOWING THE RECEIPT OF A WRITTEN 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 THIRTY (30) DAYS AFTER RECEIPT OF SUCH NOTICE, 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 TRANSACTION."

"34.2 EXCLUSIVE JURISDICTION

EACH PARTY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED IN CALIFORNIA, FOR ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY TRANSACTION, AND EXPRESSLY WAIVES ANY OBJECTION IT MAY HAVE TO SUCH JURISDICTION OR THE CONVENIENCE OF SUCH FORUM."

(j) The phrase "arbitration or" is deleted from the first line of Section 34.4.

(k) The following shall be inserted as a new Section 34.5:

"34.5 LIMITATION OF DAMAGES. EXCEPT AS OTHERWISE SPECIFIED IN ANY CONFIRMATION, FOR BREACH OF ANY PROVISION OF THIS CONFIRMATION AGREEMENT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, THE EXPRESS REMEDY OR MEASURE OF DAMAGES PROVIDED IS THE SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT AND THE AGREEMENT FOR THE BREACH, LIABILITY FOR THE BREACH IS LIMITED AS SET FORTH IN THE PROVISION AND ALL OTHER REMEDIES FOR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. EXCEPT AS OTHERWISE SPECIFIED IN ANY CONFIRMATION, IF NO EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT FOR A PARTICULAR BREACH, LIABILITY FOR THE BREACH IS LIMITED TO DIRECT DAMAGES ONLY, THE DIRECT DAMAGES ARE THE SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT FOR THE BREACH, AND ALL OTHER REMEDIES FOR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. EXCEPT AS OTHERWISE SPECIFIED IN ANY CONFIRMATION, NEITHER PARTY IS LIABLE FOR ANY OTHER TYPE OF DAMAGE, INCLUDING INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OF ANY NATURE (INCLUDING DAMAGES ASSOCIATED WITH LOST PROFITS, BUSINESS INTERRUPTION AND LOSS OF GOODWILL) ARISING AT ANY TIME, WHETHER IN TORT (INCLUDING THE SOLE OR CONTRIBUTORY NEGLIGENCE OF EITHER PARTY OR ANY RELATED PERSON), WARRANTY, STRICT LIABILITY, CONTRACT OR STATUTE, UNDER ANY INDEMNITY PROVISION, OR OTHERWISE."

(l) Section 37 is amended by inserting the following in the beginning of the section: "On the date of entering into this Confirmation,".

(m) Section 41 "Witness" shall become Section 42 and the following "Standard of Review" Section shall be substituted in its place:

"The Parties agree as follows:

From the date of entering into a Transaction under this Agreement and throughout the term of such Transaction, the Parties each warrant and covenant as follows:

(i) Absent the agreement of all Parties to the proposed change, the standard of review for changes to any section of this Agreement (including all Transactions and/or Confirmations) specifying the rate(s) or other material economic terms and conditions agreed to by the Parties herein, whether proposed by a Party, a non-party or FERC acting sua sponte, 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)(the "Mobile-Sierra" doctrine) and clarified in Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish 554 U.S. 527 (2008) and NRG Power Marketing LLC v. Maine Pub. Util. Comm'n, 558 U.S. 165 (2010).

(ii) The Parties, for themselves and their successors and assigns, (i) agree that this "public interest" standard shall apply to any proposed changes in any other documents, instruments or other agreements executed or entered into by the Parties in connection with this Agreement and (ii) hereby expressly and irrevocably waive any rights they can or may have to the application of any other standard of review, including the "just and reasonable" standard."

6.9 Counterparts

This Confirmation may be signed in any number of counterparts with the same effect as if the signatures to the counterparts were upon a single instrument. The Parties may rely on electronic, or scanned signatures as originals under this Confirmation. Delivery of an executed signature page of this Confirmation by electronic mail transmission (including PDF) shall be the same as delivery of a manually executed signature page.

6.10 Entire Agreement; No Oral Agreements or Modifications

This Confirmation sets forth the terms of the Transaction into which the Parties have entered and shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of the Product. Notwithstanding any other provision of the Agreement, this Transaction may be confirmed only through a Documentary Writing executed by both Parties, and no amendment or modification to this Transaction shall be enforceable except through a Documentary Writing executed by both Parties.

[*Signatures appear on the following page.*]

AGREED AS OF THE EFFECTIVE DATE:

PIONEER COMMUNITY ENERGY, a California joint powers authority	**SILICON VALLEY CLEAN ENERGY AUTHORITY, a California joint powers authority**
By: E-SIGNED by Donald Eckert on 2022-10-06 13:38:44 PDT	By: DocuSigned by: Girish Balachandran 5CA64B9AC4C24C3...
Name: Donald Eckert	Name: Girish Balachandran
Title: Executive Director	Title: CEO

APPENDIX A
DEFINED TERMS

"Alternate Capacity" means replacement Product which Seller has elected to provide to Purchaser in accordance with the terms of Section 2.3.

"CAISO" means the California ISO or the successor organization to the functions thereof.

"Capacity Attributes" means attributes of the Shown Unit that may be counted toward Compliance Obligations, including: flexibility, dispatchability, physical location or point of electrical interconnection of the Shown Unit; Unit ability to generate at a given capacity level, provide ancillary services, or ramp up or down at a given rate; any current or future defined characteristics, certificates, tags, credits, or accounting constructs of the Shown Unit, howsoever entitled, identified from time to time by the CAISO or a Governmental Body having jurisdiction over Compliance Obligations.

"CIRA Tool" means the CAISO Customer Interface for Resource Adequacy.

"Compliance Obligations" means, as applicable, RAR, Local RAR and FCR.

"Compliance Showings" means the applicable LSE's compliance with the resource adequacy requirements of the CPUC for an applicable Showing Month.

"Contingent Firm RA Product" has the meaning set forth in Article 1 herein.

"CPUC Decisions" means any currently effective or future decisions, resolutions, or rulings related to resource adequacy.

"CPUC Filing Guide" is the document issued annually by the CPUC which sets forth the guidelines, requirements and instructions for load serving entities to demonstrate compliance with the CPUC's resource adequacy program.

"Effective Flexible Capacity" has the meaning given in CAISO's FERC-approved Tariff.

"Environmental Costs" means (i) costs incurred in connection with acquiring and maintaining all environmental permits and licenses for the Product, (ii) the Product'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 Product, (iii) all operating and maintenance costs for operation of pollution mitigation or control equipment, (iv) costs of permit maintenance fees and emission fees as applicable, (v) the costs of all emission reductions that have been authorized by a local air pollution control district or emissions trading credits or units pursuant to the California Health & Safety Code, market based incentive programs such as the South Coast Air Quality Management District's Regional Clean Air Incentives Market, authorizations to emit sulfur dioxide and oxides of nitrogen by the Environmental Protection Agency, and any costs related to greenhouse gas emissions required by any applicable environmental laws, rules, regulations, or permits to operate, and (vi) costs associated with the disposal, clean-up, decontamination or remediation, on or off site, of hazardous substances.

"Expected Contract Quantity" means, with respect to any Showing Month of the Delivery Period, (a) for Firm RA Product, the Contract Quantity of Product, including the amount of Contract Quantity of Product that Seller has elected to provide Alternate Capacity, and (b) for Contingent Firm RA Product, the Contract Quantity of Product for such Showing Month, including the amount of Contract Quantity of Product that Seller has elected to provide Alternate Capacity, less any reductions to Contract Quantity consistent with Section 2.2 with respect to which Seller has not elected to provide Alternate Capacity.

"FCR" means the flexible capacity requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, the CAISO pursuant to the Tariff, or other Governmental Body having jurisdiction over Compliance Obligations and includes any non-binding advisory showing which an LSE is required to make with respect to flexible capacity.

"FCR Attributes" means, with respect to a Shown Unit, any and all resource adequacy attributes of the Shown Unit, as may be identified from time to time by the CPUC, CAISO, or other Governmental Body having jurisdiction over Compliance Obligations, that can be counted toward an LSE's FCR.

"Firm RA Product" has the meaning set forth in Article 1 herein.

"Flexible Capacity Category" shall be as described in the annual CPUC Filing Guide, as such may be modified, amended, supplemented or updated from time to time.

"Governmental Body" means any federal, state, local, municipal or other government; any governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; and any court or governmental tribunal.

"Interest Rate" means, for any date, the lesser of (a) the per annum rate of interest equal to the prime lending rate as may from time to time be published in The Wall Street Journal under "Money Rates" on such day (or if not published on such day on the most recent preceding day on which published), plus two percent (2%) and (b) the maximum rate permitted by applicable law.

"Local RAR" means the local resource adequacy requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, by CAISO pursuant to the Tariff, or by any other Governmental Body having jurisdiction over Compliance Obligations.

"Local RAR Attributes" means, with respect to a Shown Unit, any and all resource adequacy attributes of the Shown Unit, as may be identified from time to time by the CPUC, CAISO, or other Governmental Body having jurisdiction over Compliance Obligations, that can be counted toward an LSE's Local RAR.

"LSE" means "Load Serving Entity" as such term is used in Section 40.9 of the Tariff.

"MW" means megawatt.

"Net Qualifying Capacity" has the meaning given in CAISO's FERC-approved Tariff.

"Notification Deadline" is ten (10) Business Days before the relevant deadlines for the corresponding Compliance Showings applicable to the relevant Showing Month.

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

"Product" means RAR Attributes, Local RAR Attributes and FCR Attributes, each for the Delivery Period, Unit, Contract Quantity, Contract Price and other specifications contained in Appendix B.

"Prorated Percentage of Unit Factor" means the percentage, as specified in Appendix B, of the Unit NQC as of the Effective Date that is dedicated to Purchaser under this Transaction.

"Prorated Percentage of Unit Flexible Factor" means the percentage, as specified in Appendix B, of the Unit EFC as of the Effective Date that is dedicated to Purchaser under this Transaction.

"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 power industry during the relevant time period in the Western United States, or (b) any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Prudent Operating Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to acceptable practices, methods or acts generally accepted in the electric power industry in the Western United States.

"RAR Attributes" means, with respect to a Shown Unit, any and all resource adequacy attributes of the Shown Unit, as may be identified from time to time by the CPUC, CAISO, or other Governmental Body having jurisdiction over Compliance Obligations, that can be counted toward an LSE's RAR.

"Replacement Unit" has the meaning set forth in Section 2.3.

"Resource Adequacy Requirements" or "RAR" means the resource adequacy requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, by CAISO pursuant to the Tariff, or by any other Governmental Body having jurisdiction over Compliance Obligations, not including Local RAR or FCR.

"Resource Category" shall be as described in the annual CPUC Filing Guide, as such may be modified, amended, supplemented or updated from time to time.

"SC" means Scheduling Coordinator as defined in the Tariff.

"Showing Month" means the calendar month of the Delivery Period that is the subject of the related Compliance Showing.

"Shown Unit" means the Unit, or any Replacement Unit meeting the requirements of Section 2.3 of this Confirmation and specified by Seller in a Supply Plan.

"Subsequent Purchaser" means the purchaser of Product from Purchaser in a re-sale of Product by Purchaser.

"Substitute Capacity" has the meaning set forth in the Tariff for "RA Substitute Capacity".

"Tariff" means the CAISO Tariff, including any current CAISO-published "Operating Procedures" and "Business Practice Manuals," in each case as amended or supplemented from time to time.

"Unit" means the generation unit described in Appendix B. A Unit or Shown Unit may not be a coal-fired generating facility.

"Unit EFC" means the lesser of the Unit's Effective Flexible Capacity as set by CAISO as of the Effective Date and that of the Unit on a subsequent date of determination.

"Unit NQC" means the lesser of the Unit's Net Qualifying Capacity as set by CAISO as of the Effective Date and that of the Unit on a subsequent date of determination.

APPENDIX B
PRODUCT AND UNIT INFORMATION

Product:

☒ RAR ☐ Local RAR ☐ Flexible Capacity

and all Capacity Attributes related to such Product.

Additional Product Information (fill in all that apply):
CAISO Zone: North
Resource Category (MCC Bucket): 4
CPUC Local Area (if applicable): N/A
Flexible Capacity Category (if applicable): N/A

Delivery period: September 1, 2023 through September 30, 2023, inclusive.

Contract Quantity and Contract Price:

RAR and Local RAR, as applicable

Showing Month and Year	Total Contract Quantity	Contract Price ($/kW-mo)
[redacted]		

Unit 1

Unit Specific Information	
Resource Name	Sunrise Power Project
Physical Location	Fellows, CA
CAISO Resource ID	SUNRIS_2_PL1X3
SCID of Resource	ALSR
Unit NQC by month (e.g., Jan=50,Feb=65):	586.02
Unit EFC by month (e.g., Jan=30, Feb=50)	N/A
Resource Type (e.g., gas, hydro, solar, etc.)	Natural Gas
Minimum Qualified Flexible Capacity Category (Flex 1, 2 or 3)	N/A
TAC Area (e.g., PG&E, SCE)	PG&E
Prorated Percentage of Unit Factor	N/A
Prorated Percentage of Unit Flexible Factor	N/A
Capacity Area (CAISO System, Fresno, Sierra, Kern, LA Basin, Bay Area, Stockton, Big Creek-Ventura, NCNB, San Diego-IV or Humboldt)	CAISO System
Resource Category as defined by the CPUC (DR, 1, 2, 3, 4)	4

APPENDIX C
NOTICE INFORMATION

Seller: Pioneer Community Energy	Purchaser: Silicon Valley Clean Energy Authority
All Notices:	All Notices:
[redacted]	

[redacted]

APPENDIX D
PLANNED OUTAGE SCHEDULE

Unit Name	CAISO Resource ID *	Outage (MW)	SLIC Outage Start Date	SLIC Outage End Date
N/A	N/A	N/A	N/A	N/A

MASTER POWER PURCHASE AND SALE AGREEMENT

CONFIRMATION LETTER

BETWEEN

SILICON VALLEY CLEAN ENERGY AUTHORITY **AND**

SOUTHERN CALIFORNIA EDISON COMPANY

This confirmation letter including all appendices hereto ("Confirmation") confirms the Transaction between Silicon Valley Clean Energy Authority ("Counterparty") and Southern California Edison Company ("SCE"), each individually a "Party" and together the "Parties", dated as of 10/14/2022 (the "Confirmation Effective Date") in which Seller agrees to provide to Buyer the right to the Product, as such term is defined in this Confirmation, in the amounts described in this Confirmation. This Transaction is governed by the Edison Electric Institute ("EEI") Master Power Purchase and Sale Agreement between the Parties, effective as of February 7, 2018, along with the Cover Sheet, any amendments and annexes thereto (the "Master Agreement"), and including, the EEI Collateral Annex to the Master Agreement along with the Paragraph 10 to the Collateral Annex between the Parties (such Paragraph 10 and the Collateral Annex are referred to collectively herein as the "Collateral Annex") (the Master Agreement and the Collateral Annex shall be collectively referred to as the "EEI Agreement"). The EEI Agreement and this Confirmation shall be collectively referred to herein as the "Agreement". Capitalized terms used but not otherwise defined in this Confirmation have the meanings ascribed to them in the EEI Agreement, or the CAISO Tariff (defined herein below). To the extent this Confirmation is inconsistent with any provision of the EEI Agreement, this Confirmation shall govern the rights and obligations of the Parties hereunder.

ARTICLE 1. TRANSACTION TERMS

1.1 Product; Elections

Product: The product, including the Capacity Attributes of the Unit(s), as defined in Appendix C, or Alternate Unit(s) provided in accordance with Section 2.3.

Flexible Capacity: The Product shall include Flexible Capacity if identified in Appendix B as applicable.

1.2 Delivery and Receipt of Product

Seller shall sell and deliver to Buyer, and Buyer shall receive and purchase from Seller the Product in the amount of the applicable Contract Quantity for each month of the Delivery Period.

1.3 Delivery Period and Term

(a) Delivery Period. The Delivery Period is as specified in Appendix B of this Confirmation in the row titled "Delivery Period", unless terminated earlier in accordance with the terms of this Agreement.

(b) Term. The Term of this Transaction shall commence upon the Confirmation Effective Date and shall continue until the later of (i) the expiration of the Delivery Period or (ii) the date the Parties' obligations under this Confirmation have been satisfied. This Confirmation shall be effective and binding as of the Confirmation Effective Date.

1.4 Contract Quantity

The Contract Quantity for each applicable Showing Month is as shown in Appendix B of this Confirmation under the heading titled "Contract Quantity."

1.5 Flexible Capacity

If the Parties have designated Flexible Capacity as "Applicable", then the Flexible Capacity included in the Contract Quantity for each applicable Showing Month is as shown in Appendix B of this Confirmation under the heading titled "Flexible Capacity."

1.6 Contract Price

The Contract Price means, for any Showing Month, the price specified in Appendix B of this Confirmation under the heading titled "Contract Price," for such Showing Month.

ARTICLE 2. DELIVERY OBLIGATIONS

2.1 Seller's Delivery Obligations

Seller shall provide Buyer with the Expected Contract Quantity of Product for each Showing Month consistent with the following:

(a) Supply Plan Obligation. Seller shall, on a timely basis, submit, or cause the Unit's SC to submit, (i) Monthly Supply Plans and (ii) Annual Supply Plans if the Confirmation Effective Date is prior to the year-ahead Compliance Showing Deadline applicable for the Showing Months as specified in Sections 1.4 and 1.5 herein, in accordance with the CAISO Tariff and no later than the initial Compliance Showing Deadline for such Showing Month, identifying and confirming the transfer of the Expected Contract Quantity of Product to Buyer for each Showing Month (the "Supply Plan Obligation").

(b) Showing Month Notice. If (i) Seller intends to utilize an Alternate Unit in accordance with Section 2.3 to satisfy its Supply Plan Obligation, or (ii) Seller intends to deliver less than the Contract Quantity of Product for such Showing Month for any reason, then Seller shall, or shall cause the Unit's SC to, submit written notification to Buyer (the "Showing Month Notice"), no later than the Compliance Notification Deadline, identifying either or both of the Alternate Units in accordance with Section 2.3 and the Expected Contract Quantity of Product if such amount is less than the Contract Quantity of Product, as applicable.

(c) Contract Quantity Unit Allocation. If Seller is delivering Product to Buyer from more than one Unit, Seller shall deliver such Product to Buyer from each Unit in accordance with the Contract Quantity Unit Allocation, as set forth in Appendix C; provided, Seller may modify the Contract Quantity Unit Allocation from time to time by providing email notice to Buyer's Supply Plan contact, as set forth in Appendix D, no later than the initial Compliance Showing Deadline for each Showing Month.

2.2 Adjustments to Contract Quantity

Seller shall deliver to Buyer the Contract Quantity of Product for each Showing Month consistent with the following:

(a) Planned Outages: Seller's obligation to deliver the Contract Quantity for each Showing Month may be reduced at Seller's option by the amount of any Planned Outages which exist with respect to any portion of the Unit during the applicable Showing Month if the following conditions are satisfied:

(i) Seller notifies Buyer no later than the Compliance Notification Deadline, of the amount of Product from the Unit Buyer is permitted to include in Buyer's Compliance Showings applicable to that month as a result of such Planned Outage; and

(ii) such reduction to the Contract Quantity of Product can be reflected on Supply Plans in accordance with the CAISO Tariff.

(b) Reductions in Unit NQC and Unit EFC: Seller's obligation to deliver the applicable Contract Quantity for each Showing Month may also be reduced in the event the Unit experiences a reduction in Unit NQC or Unit EFC after the Confirmation Effective Date as determined by the CAISO. In the event the Unit experiences such a reduction in Unit NQC or Unit EFC, Seller has the option, but not the obligation, to provide the applicable Contract Quantity for such Showing Month from (i) the same Unit, provided the Unit has sufficient remaining and available Product or (ii) from Alternate Units, provided, that in each case Seller provides and identifies such Alternate Units in accordance with Section 2.3.

(c) Reductions in Seller Supply Agreement: Seller's obligation to deliver the applicable Contract Quantity for each Showing Month may also be reduced in the event that the underlying Seller supply agreement results in Seller's inability to deliver the Product to Buyer in accordance with this Agreement. Seller has the option, but not the obligation, to provide the applicable Contract Quantity for such Showing Month from Alternate Units, provided, that in each case Seller provides and identifies such Alternate Units in accordance with Section 2.3.

2.3 Seller's Option To Provide Alternate Capacity

Seller may, at no cost to Buyer, provide Buyer with Product from one or more Alternate Units in an amount such that the total amount of Product provided to Buyer from the Unit and Alternate Units is not more than the Contract Quantity for the applicable Showing Month, provided that in each case:

(a) Seller shall notify Buyer no later than the Compliance Notification Deadline for such Showing Month of its intent to provide Product from and identify alternate units that (i) are like-for-like units similar to the Unit originally identified in Appendix C and have the same Capacity Attributes of the Unit originally identified in Appendix C, including the Resource Category and the Unit EFC Category; (ii) are accepted by the CAISO, and (iii) otherwise that satisfy the requirements of this Agreement ("Alternate Units");

(b) Seller shall, or shall cause the Unit's SC to submit a Monthly Supply Plan and an Annual Supply Plan, as applicable, that includes the Alternate Units, in accordance with Section 2.1(a) hereof for such Showing Month;

(c) if Seller does not comply with the requirements of Sections 2.3(a) and (b) for the applicable Showing Month, then any such Alternate Units shall not be deemed a Unit for purposes of this Confirmation for that Showing Month and Seller shall not receive payment for such Product.

Subject to the satisfaction of the conditions contained in subsections (a) – (c) of this Section 2.3, once Seller has identified in writing any Alternate Units that meet the requirements of this Section 2.3, then any such Alternate Units shall be automatically deemed a Unit for purposes of this Confirmation for that Showing Month.

2.4 Damages for Failure to Provide Capacity

If Seller fails to provide Buyer with the Expected Contract Quantity of Product for any Showing Month, in accordance with Section 2.1 (the "Replacement Obligation"), in each case as applicable, then the following shall apply:

(a) Buyer may, but shall not be required to, replace all or any portion of the Replacement Obligation for the applicable Showing Month with capacity having equivalent Capacity Attributes as the Expected Contract Quantity;

provided, if, using commercially reasonable efforts, Buyer is unable to acquire capacity having equivalent Capacity Attributes for any portion of any Showing Month, Buyer may replace such portion of the Replacement Obligation with capacity having Capacity Attributes in excess of the Contract Quantity (the "Replacement Capacity"). Buyer may enter into purchase transactions with one or more parties to purchase Replacement Capacity. Additionally, Buyer may enter into one or more arrangements to repurchase its obligation to sell and deliver capacity to another party, and such arrangements shall be considered the procurement of Replacement Capacity. Buyer shall act in a commercially reasonable manner to minimize damages in procuring any Replacement Capacity.

(b) Seller shall pay to Buyer at the time set forth in Section 4.1 of the Master Agreement, the following damages in lieu of damages specified in Section 4.1 of the Master Agreement: an amount equal to the positive difference, if any, between (i) the sum of (A) the actual cost paid by Buyer for any Replacement Capacity, including any transaction costs and expenses incurred in connection with such procurement, plus (B) each applicable Replacement Capacity Price multiplied by the aggregate amount of Replacement Obligation neither provided by Seller as Alternate Capacity nor purchased by Buyer as Replacement Capacity, for all applicable portions of the applicable Showing Month pursuant to Section 2.4(a), and (ii) the Replacement Obligation minus the Alternate Capacity, not provided for all applicable portions of the applicable Showing Month times the Contract Price for that month. Buyer's invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such amount and shall include supporting documentation.

2.5 <u>Indemnities for Failure to Deliver Expected Contract Quantity</u>

Seller agrees to indemnify, defend and hold harmless Buyer from any penalties, fines, or costs assessed against Buyer by the CPUC or the CAISO, resulting from all or any of the following:

(a) Seller's failure to provide any portion of the Expected Contract Quantity for any portion of the Delivery Period;

(b) Seller's failure to provide a Showing Month Notice for any portion of the Delivery Period;

(c) Seller's or the Unit's SC's failure to timely or accurately submit, or otherwise satisfy its Supply Plan Obligation for any portion of the Expected Contract Quantity or any portion of the Delivery Period; or

(d) any other failure by Seller to perform its obligations under this Confirmation.

With respect to the foregoing, the Parties shall use commercially reasonable efforts to minimize such penalties, fines, and costs.

2.6 Buyer's Re-Sale of Product

Buyer may re-sell all or a portion of the Product and any associated rights, in each case, acquired under this Confirmation, in accordance with Applicable Laws and CPUC Decisions ("Resold Product"); provided, with respect to Resold Product that includes the sale of Capacity Attributes that impact Seller's obligations under this Confirmation, Buyer agrees to: (a) notify Seller that such a sale has occurred; (b) provide Seller with the information described in Appendix E; and (c) notify Seller of any subsequent changes to the information in Appendix E with respect to any particular sale; in each case promptly following such sale and in no event later than the initial Compliance Showing Deadline for each Showing Month. Subject to Article 6 below, Seller agrees, and agrees to cause the Unit's SC, to: (i) follow Buyer's instructions with respect to providing such Resold Product to subsequent purchasers of such Resold Product; and (ii) take all commercially reasonable actions and execute any and all documents or instruments reasonably necessary to allow such subsequent purchasers to use such Resold Product.

Seller acknowledges and agrees that with respect to any Resold Product, if Buyer incurs any liability to any purchaser of such Resold Product due to the failure of Seller or the Unit's SC to comply with the terms of this Confirmation, and Seller would have had liability to Buyer under this Confirmation for such failure had Buyer not sold the Resold Product to a subsequent purchaser, then Seller shall be liable to Buyer under this Confirmation, including without limitation, pursuant to Sections 2.4 and 2.5, for the amounts it would have been liable to Buyer for had such Resold Product not been sold to a subsequent purchaser. Buyer acknowledges and agrees that with respect to any Resold Product, if Seller incurs any liability to any purchaser of such Resold Product due to the failure of Buyer to comply with the terms of this Confirmation, and Buyer would have had liability to Seller under this Confirmation for such failure had Buyer not sold the Resold Product to a subsequent purchaser, then Buyer shall be liable to Seller under this Confirmation for the amounts it would have been liable to Seller for had such Resold Product not been sold to a subsequent purchaser.

2.7 CAISO Offer Requirements

Seller shall, or cause each Unit's SC to, schedule with, or make available to, the CAISO the Expected Contract Quantity for each Unit in compliance with the CAISO Tariff, and shall, or shall cause each Unit's SC, owner, or operator, as applicable, to perform all obligations under the CAISO Tariff that are associated with the sale and delivery of Product hereunder. Buyer shall have no liability for the failure of Seller or the failure of any Unit's SC, owner, or operator to comply with such CAISO Tariff provisions, including any penalties, charges or fines imposed on Seller or such Unit's SC, owner, or operator for such noncompliance.

2.8 Unit SC's Substitution Obligation

After the obligation to replace all or any portion of the Expected Contract Quantity transfers from the load serving entity to the Unit's SC for a Showing Month in accordance with the CAISO Tariff, and if the CAISO determines that any portion of the Expected Contract Quantity for any portion of a Showing Month that was shown by Buyer in its Compliance Showings requires outage substitution in accordance with Section 40.9.3.6 of the CAISO Tariff because the Unit, or Alternate Unit, as applicable, is scheduled to take an outage (planned or otherwise) (such amount requiring outage substitution, the "SC Substitute Capacity"), then: (a) Seller shall have no liability under Sections 2.4 or 2.5 with respect to such SC Substitute Capacity; and (b) Seller shall have no liability to Buyer for any costs that are allocated to Buyer by the CAISO for any CPM Capacity procured by the CAISO pursuant to the Capacity Procurement Mechanism and that are related to such SC Substitute Capacity.

ARTICLE 3. PAYMENT

3.1 Monthly Payment

In accordance with the terms of Article Six of the Master Agreement, Buyer shall make a Monthly Payment to Seller, after the applicable Showing Month, as follows:

Monthly Payment = (A x B x 1,000)

where:

A = applicable Contract Price for that Showing Month.

B = The amount of Contract Quantity of Product actually delivered by Seller to Buyer pursuant to and consistent with Section 2.1 and, if applicable, Section 2.3, for the applicable Showing Month.

The Monthly Payment calculation shall be rounded to two decimal places.

3.2 Allocation of Other Payments and Costs

(a) Seller shall retain any revenues it may receive from and pay all costs charged by the CAISO or any other third party with respect to the Unit for (i) start-up, shutdown, and minimum load costs, (ii) energy sales, (iii) ancillary services, and (iv) black start or reactive power services.

(b) Buyer shall be entitled to receive and retain all revenues associated with the Contract Quantity (including any capacity revenues from RMR Contracts for the Unit, Capacity Procurement Mechanism or its successor, RUC Availability Payments, or its successor, but excluding payments described in Sections 3.2(a)(i)-(iv)). To the extent permitted by the CAISO Tariff, Seller shall, or shall cause each Unit's SC to, submit RUC Availability Bids for the Expected Contract Quantity for each Unit for each hour of the Delivery Period at a bid price of Zero Dollars ($0) per MW per hour, regardless of whether each Unit is shown on a Supply Plan for the applicable Showing Month.

(c) In accordance with Section 3.1 of this Confirmation and Article Six of the Master Agreement,

(iii) all such Buyer revenues described in this Section 3.2, but received by Seller, or a Unit's SC, owner, or operator shall be remitted to Buyer, and Seller shall pay such revenues to Buyer if the Unit's SC, owner, or operator fails to remit those revenues to Buyer. If Seller fails to pay such revenues to Buyer, Buyer may offset any amounts owing to it for such revenues pursuant to Article Six of the Master Agreement against any future amounts Buyer may owe to Seller. In order to verify the accuracy of such revenues, Buyer shall have the right, at its sole expense and during normal working hours after reasonable prior notice, to hire an independent third party reasonably acceptable to Seller to audit any documents, records or data of Seller associated with the Contract Quantity; and

(iv) all such Seller, or a Unit's SC, owner, or operator revenues described in this Section 3.2, but received by Buyer shall be remitted to Seller. If Buyer fails to pay such revenues to Seller, Seller may offset any amounts owing to it for such revenues pursuant to Article Six of the Master Agreement against any future amounts it may owe to Buyer.

(d) If a centralized capacity market develops within the CAISO region, Buyer will have exclusive rights to offer, bid, or otherwise submit the applicable Contract Quantity of Product for each Showing Month provided to Buyer pursuant to this Confirmation for re-sale in such market, and retain and receive any and all related revenues.

(e) Seller agrees that the Unit is subject to the terms of the Availability Standards, Non-Availability Charges, and Availability Incentive Payments as contemplated under Section 40.9 of the CAISO Tariff. Furthermore, the Parties agree that any Availability Incentive Payments are for the benefit of the Seller and for Seller's account and that any Non-Availability Charges are the responsibility of the Seller and for Seller's account.

3.3 <u>Offset Rights</u>

Either Party may offset any amounts owing to it for revenues, penalties, fines, costs reimbursement, or other payments pursuant to Article Six of the Master Agreement against any future amounts it may owe to the other Party.

ARTICLE 4. OTHER BUYER AND SELLER COVENANTS

4.1 Seller's and Buyer's Duty to Take Action to Allow the Utilization of the Product

Buyer and Seller shall, throughout the Delivery Period: (a) cause the Benefiting Load Serving Entity SCID to be included in all applicable Supply Plans; (b) execute any and all documents or instruments reasonably necessary to ensure Buyer's right to the use of the Contract Quantity for the sole benefit of Buyer or any subsequent purchaser under Section 2.6; and (c) cause all Supply Plans to be filed in conformance with the requirements of the CPUC Filing Guide and the CAISO Tariff. If during the Delivery Period, there is a change to the Benefiting Load Serving Entity SCID, the Parties agree to communicate such changes to each other promptly. The Parties further agree to negotiate in good faith to make necessary amendments, if any, to this Confirmation to conform this Transaction to subsequent clarifications, revisions, or decisions rendered by the CPUC, FERC, CAISO or other Governmental Authority having jurisdiction to administer Compliance Obligations, so as to maintain the benefits of the bargain struck by the Parties on the Confirmation Effective Date.

4.2 Seller's Representations, Warranties and Covenants

(a) Seller represents, warrants and covenants to Buyer that, throughout the Delivery Period:

(i) Seller owns or has the exclusive right to the Product sold under this Confirmation from the Unit, and shall furnish Buyer, CAISO, CPUC or other Governmental Authority with such evidence as may reasonably be requested to demonstrate such ownership or exclusive right;

(ii) No portion of the Contract Quantity has been committed by Seller to any third party in order to satisfy Compliance Obligations or analogous obligations in any CAISO or non-CAISO markets, other than pursuant to an RMR Contract between the CAISO and either Seller or the Unit's owner or operator;

(iii) Seller shall comply with Applicable Laws relating to the Product;

(iv) (A) Seller shall, and shall cause the Unit's SC to promptly (and in any event within one (1) Business Day of the time Seller receives notification from the CAISO) notify Buyer in the event the CAISO designates any portion of the Contract Quantity as CPM Capacity and (B) in the event the CAISO makes such a designation Seller shall, and shall cause the Unit's SC to not accept any such designation by the CAISO unless and until Buyer has agreed to accept such designation;

(v) Buyer shall have the exclusive right to offer the Contract Quantity, or any portion thereof, to the CAISO as CPM Capacity and Seller shall not, and shall cause the Unit's SC not to, offer any portion of the Contract Quantity to the CAISO as CPM Capacity or accept any designation of any portion thereof as CPM Capacity;

(vi) The Unit is connected to the CAISO Controlled Grid, is within the CAISO Control Area, and is under the control of CAISO;

(vii) Seller shall cause the Unit's SC, owner and operator to comply with Applicable Laws relating to the Product;

(viii) Buyer shall have no liability for the failure of Seller or the failure of the Unit's SC, owner, or operator to comply with such CAISO Tariff provisions, including any penalties, charges or fines imposed on Seller or the Unit's SC, owner, or operator for such noncompliance.

(ix) If Seller is the owner of the Unit, the aggregation of all amounts of Capacity Attributes that Seller has sold, assigned or transferred for the Unit does not exceed the Unit NQC or Unit EFC for that Unit;

(x) Seller has notified the SC of the Unit that Seller has transferred the Contract Quantity, including the amount of Flexible Capacity and Inflexible Capacity, to the extent applicable, with respect to each Showing Month to Buyer, and the SC is obligated to deliver the Supply Plans in accordance with the CAISO Tariff and this Confirmation;

(xi) Seller has notified the SC of the Unit that Seller is obligated to cause the Unit's SC to provide to the Buyer, on or prior to the Compliance Notification Deadline, the applicable Expected Contract Quantity of the Unit for such Showing Month, including the amount of Flexible Capacity and Inflexible Capacity, to the extent applicable, that is to be submitted in the Supply Plan associated with this Agreement for the applicable period; and

(xii) Seller has notified the Unit's SC that Buyer is entitled to the revenues set forth in Section 3.2, and such SC is obligated to promptly deliver those revenues to Buyer, along with appropriate documentation supporting the amount of those revenues.

(b) Seller represents, warrants and covenants to Buyer that, as of the Confirmation Effective Date, all of the information set forth on Appendix C hereto is true, correct and complete.

ARTICLE 5. CONFIDENTIALITY

Notwithstanding Section 10.11 of the Master Agreement, the Parties agree that: (i) Buyer may disclose the Contract Quantity or any applicable portion of the Contract Quantity, including any amounts of Flexible Capacity and Inflexible Capacity, to the extent applicable, under this Transaction to any Governmental Authority, the CPUC, the CAISO in order to support its Compliance Showings, if applicable; (ii) Seller may disclose the transfer of the Contract Quantity and the applicable Expected Contract Quantity (as well as any amounts of Flexible Capacity and Inflexible Capacity, to the extent applicable) for each Showing Month under this Transaction to the SC of the Unit in order for such SC to timely submit accurate Supply Plans; (iii) both Parties may disclose the terms and conditions of the Agreement and any and all written or recorded or oral information, data, analyses, documents, and materials furnished or made available by a Party to the other Party in connection with this Agreement to the Independent Evaluator; and (iv) Buyer and the Independent Evaluator may disclose the terms and conditions of the Agreement and any and all written or recorded or oral information, data, analyses, documents, and materials furnished or made available by a Party to the other Party in connection with this Agreement to the CAISO, the CPUC, and all divisions thereof, the California Energy Commission, and participants of the Procurement Review Group established pursuant to D.02-08-071 and D.03-06-071; provided, that each disclosing Party shall use reasonable efforts to limit, to the extent possible, the ability of any such applicable Governmental Authority, CAISO, or SC to further disclose such information. In addition, in the event Buyer resells all or any portion of the Contract Quantity to another party, Buyer shall be permitted to disclose to the other party to such resale transaction all such information necessary to effect such resale transaction.

ARTICLE 6. HOLDBACK

No later than five (5) Business Days before the deadline for the initial Compliance Showing Deadline with respect to a particular Showing Month, Buyer may request that Seller not list, or cause the Unit's SC not to list, a portion or all of a Unit's applicable Expected Contract Quantity for any portion(s) of such Showing Month on the Supply Plan. The amount of Expected Contract Quantity that is the subject of such a request shall be deemed Expected Contract Quantity provided consistent with Section 2.1 for purposes of calculating a Monthly Payment pursuant to Section 3.1 and calculating any amounts due pursuant to Section 2.4 or 2.5. Seller shall, or shall cause the Unit's SC to, comply with Buyer's request under this Article 6.

ARTICLE 7. MARKET BASED RATE AUTHORITY

Seller agrees, in accordance with FERC Order No. 697, to, upon request of Buyer, submit a letter of concurrence in support of any affirmative statement by Buyer that this contractual arrangement does not transfer "ownership or control of generation capacity" from Seller to Buyer as the term "ownership or control of generation capacity" is used in 18 CFR § 35.42. Seller also agrees that it will not, in any filings, if any, made subject to FERC Order Nos. 652 and 697, claim that this contractual arrangement conveys ownership or control of generation capacity from Seller to Buyer.

ARTICLE 8. COLLATERAL REQUIREMENTS

8.1 Counterparty Collateral Requirements

Notwithstanding anything to the contrary contained in the EEI Agreement, Counterparty shall have a Full Floating Independent Amount if Counterparty or its Guarantor, if any, does not maintain Credit Ratings of at least (a) BBB- from S&P and Baa3 from Moody's, if such entity is rated by the Ratings Agencies, or (b) BBB- by S&P or Baa3 by Moody's if such entity is rated by only one Ratings Agency. The Full Floating Independent Amount shall equal the value set forth in Appendix B of this Confirmation. Commencing after the initial Compliance Showing Deadline of the first Showing Month of the Delivery Period, and for each initial Compliance Showing Deadline during the Delivery Period thereafter, the Full Floating Independent Amount shall be reduced to twenty percent (20%) of the sum of the FFIA Monthly Payments for the Next Showing Month and all remaining months of the Delivery Period. For the purposes of calculating the Collateral Requirement pursuant to Paragraph 3 of the Collateral Annex, the Full Floating Independent Amount for Counterparty shall be added to the Exposure Amount for SCE and subtracted from the Exposure Amount for Counterparty.

For the purposes of calculating Exposure, the Monthly Payment shall be deemed accrued and payable upon the initial Compliance Showing Deadline for the applicable Showing Month.

8.2 Current Mark-To-Market Value

The Parties further agree that for the purposes of calculating the Collateral Requirement pursuant to Paragraph 3 of the Collateral Annex, the Current Mark-to-Market Value for this Transaction is deemed to be zero. If at any time prior to the expiration of the Delivery Period, a liquid market for a resource adequacy Capacity product develops wherein price quotes for such a product can be obtained, the Parties agree to amend the Confirmation to include a methodology for calculating the Current Mark-to-Market Value for this Transaction.

8.3 Credit Terms

The Parties agree that the credit and collateral provisions of the EEI Agreement shall govern this Transaction; provided, however, that for purposes of calculating a Party's Collateral Requirement pursuant to Paragraph 3 of the Collateral Annex, with respect to this Transaction only (a) if Counterparty has Exposure to SCE, then the amount of Exposure for this Transaction is deemed to be zero dollars ($0), and (b) in no event shall SCE be required to post or maintain an Independent Amount with Counterparty.

ARTICLE 9. OTHER

9.1 <u>Declaration of an Early Termination Date and Calculation of Settlement Amounts</u>

The Parties shall determine the Settlement Amount for this Transaction in accordance with Section 5.2 of the Master Agreement, provided that, with respect to this Transaction only, the following language is added at the end of Section 5.2 of the Master Agreement, with any terms which are defined in this Confirmation being used in the Master Agreement with the definitions given to such terms in this Confirmation:

> "If Buyer is the Non-Defaulting Party and Buyer reasonably expects to incur penalties, fines or costs from the CPUC, the CAISO, or any Governmental Authority having jurisdiction, because Buyer is not able to include the applicable Contract Quantity in any applicable Compliance Showing due to Seller's Event of Default, then Buyer may, in good faith, estimate the amount of those penalties or fines and include this estimate in its determination of the Settlement Amount, subject to accounting to Seller when those penalties or fines are finally ascertained. If this accounting establishes that Buyer's estimate exceeds the actual amount of penalties or fines, Buyer shall promptly remit to Seller the excess amount. The rights and obligations with respect to determining and paying any Settlement Amount or Termination Payment, and any dispute resolution provisions with respect thereto, shall survive the termination of this Transaction and shall continue until after those penalties or fines are finally ascertained."

9.2 <u>No Waiver</u>

The failure of either Party to insist in any one instance upon strict performance of any the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishments of such rights for the future, but the same shall continue and remain in full force and effect. Waiver by either Party of any default of the other Party shall not be deemed a waiver of any other default. Waiver by either Party of any failure to comply with any timeline or deadline by the other Party as provided herein in any instance, shall not be deemed a waiver of any failure to comply with such timeline or deadline in the future, or otherwise establish a course of performance.

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In WITNESS WHEREOF, the Parties have caused this Confirmation to be duly executed as of the Confirmation Effective Date first written:

SILICON VALLEY CLEAN ENERGY AUTHORITY,	**SOUTHERN CALIFORNIA EDISON COMPANY,**
a California joint powers authority .	a California corporation.
By: DocuSigned by: Girish Balachandran 5CA64B9AC4C24C3...	By: DocuSigned by: Gus Flores 2CF84CEB0B134E1...
Name: Girish Balachandran	Name: Gustavo Flores
Title: Chief Executive Officer	Title: Principal Manager, Energy Procurement & Management
Date: 10/14/2022	Date: 10/14/2022

APPENDIX A
DEFINED TERMS

"Agreement" has the meaning specified in the introductory paragraph of this Confirmation.

"Alternate Capacity" means Product which Seller has elected to provide to Buyer in accordance with the terms of Section 2.3.

"Alternate Unit" means a generating unit meeting the requirements specified in Section 2.3.

"Annual Supply Plan" has the meaning set forth in the CAISO Tariff.

"Applicable Laws" means the CAISO Tariff and all constitutions, treaties, laws, ordinances, rules, regulations, interpretations, permits, judgments, decrees, injunctions, writs and orders of any Governmental Authority that apply to either or both of the Parties, the Project, the Unit or the terms of this Agreement.

"Availability Incentive Payments" has the meaning set forth in the CAISO Tariff.

"Availability Standards" has the meaning set forth in the CAISO Tariff.

"Benefiting Load Serving Entity SCID" is as specified in Appendix D.

"Buyer" has the meaning specified in Appendix B.

"CAISO" means the California Independent System Operator Corporation, or any successor entity performing the same functions.

"CAISO Control Area" has the meaning set forth in the CAISO Tariff.

"CAISO Controlled Grid" has the meaning as set forth in the CAISO Tariff.

"CAISO Tariff" means the California Independent System Operator Corporation Tariff, Business Practice Manuals (BPMs), Operating Agreements, 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, if applicable.

"Capacity Attributes" means, with respect to a Unit, any and all of the following, in each case which are attributed to or associated with the Unit at any time throughout the Delivery Period:

(a) resource adequacy attributes, as may be identified from time to time by the CPUC, CAISO, or other Governmental Authority having jurisdiction, that can be counted toward RAR;

(b) resource adequacy attributes or other locational attributes for the Unit related to a Local Capacity Area, as may be identified from time to time by the CPUC, CAISO or other Governmental Authority having jurisdiction, associated with the physical location or point of electrical interconnection of the Unit within the CAISO Control Area, that can be counted toward a Local RAR; and

(c) other current or future defined characteristics, certificates, tags, credits, or accounting constructs, howsoever entitled, including any accounting construct counted toward any Compliance Obligation;

provided that, notwithstanding the foregoing, Capacity Attributes shall exclude all flexible capacity resource adequacy attributes, characteristics, certificates, tags, credits, or accounting constructs, howsoever entitled associated with the Unit; provided further, notwithstanding the foregoing, Capacity Attributes shall exclude intra-month substitution resource adequacy attributes.

"Capacity Procurement Mechanism" has the meaning set forth in the CAISO Tariff.

"Collateral Annex" has the meaning specified in the introductory paragraph of this Confirmation.

"Compliance Notification Deadline" means, for each Showing Month, fifteen (15) Business Days before the Compliance Showing Deadline.

"Compliance Obligations" means the RAR and Local RAR.

"Compliance Showings" means the (a) Local RAR compliance or advisory showings (or similar or successor showings) and (b) RAR compliance or advisory showings (or similar or successor showings), in each case, a load serving entity is required to make to the CPUC (and, to the extent authorized by the CPUC, to the CAISO) pursuant to the CPUC Decisions, to the CAISO pursuant to the CAISO Tariff, or to any Governmental Authority having jurisdiction.

"Compliance Showing Deadline" means, for each Showing Month, the Compliance Showing plan submission due date for such Showing Month. For illustrative purposes only, as of the Confirmation Effective Date, the applicable Compliance Showing plan submission due dates are as follows: (A) forty-five (45) days prior to the Showing Month covered by the Supply Plan for the Monthly Supply Plan; and (B) the last Business Day of October that is prior to commencement of the year for the Annual Supply Plan, such dates may be modified by the CAISO from time to time throughout the Term.

"Confirmation" has the meaning specified in the introductory paragraph of this Confirmation.

"Confirmation Effective Date" has the meaning specified in the introductory paragraph of this Confirmation.

"Contract Price" means, for any Showing Month, the price specified in Appendix B under the column titled "Contract Price" for such Showing Month.

"Contract Quantity" means, with respect to any particular Showing Month of the Delivery Period, the amount of Product associated with the number of MWs set forth in Appendix B under the column titled "Contract Quantity", which Seller has agreed to provide to Buyer from the Unit for each Showing Month.

"Contract Quantity Unit Allocation" means, if Seller is delivering Product to Buyer from more than one Unit, the allocation of Contract Quantity Seller will deliver from each Unit, as set forth in Appendix C and as modified by Seller from time to time in accordance with Section 2.1(c).

"Cover Sheet" has the meaning specified in the introductory paragraph of this Confirmation.

"CPM Capacity" has the meaning set forth in the CAISO Tariff.

"CPUC" means the California Public Utilities Commission.

"CPUC Decisions" means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-04-040, 06-06-064, 06-07-031, 07-06-029, 08-06-031, 09-06-028, 10-06-036, 11-06-022, 12-06-025, 13-06-024, 14-06-050, and any other existing or subsequent decisions, resolutions, or rulings related to resource adequacy, including, without limitation, the CPUC Filing Guide, in each case as may be amended from time to time by the CPUC.

"CPUC Filing Guide" is the document issued annually by the CPUC which sets forth the guidelines, requirements and instructions for load serving entities to demonstrate compliance with the CPUC's resource adequacy program.

"Current Mark-to-Market Value" has the meaning specified in Section 8.2

"Delivery Period" has the meaning specified in Section 1.3(a).

"EEI" has the meaning specified in the introductory paragraph of this Confirmation.

"EEI Agreement" has the meaning specified in the introductory paragraph of this Confirmation.

"Expected Contract Quantity" means, with respect to any Showing Month of the Delivery Period, the Contract Quantity of Product for such Showing Month, including the amount of Contract Quantity of Product that Seller has elected to provide Alternate Capacity, and after giving effect to any reductions to Contract Quantity as specified in Section 2.2 with respect to which Seller has not elected to provide Alternate Capacity.

"FFIA Monthly Payment" shall be the Monthly Payment calculated using the Contract Quantity rather than the Expected Contract Quantity, such that variable B in the formula for Monthly Payment shall be as follows: B = the Contract Quantity of Product for each applicable Showing Month.

"Governmental Authority" means any: (a) federal, state, local, municipal or other government; (b) governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; and (c) court or governmental tribunal.

"Independent Evaluator" has the meaning set forth in CPUC Decision 04-12-048.

"Local Capacity Area" has the meaning set forth in the CAISO Tariff.

"Local RAR" means the local resource adequacy requirements established for load serving entities by the CPUC pursuant to the CPUC Decisions, the CAISO pursuant to the CAISO Tariff, or by any other Governmental Authority having jurisdiction. 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.

"Maintenance Outage" has the meaning set forth in the CAISO Tariff.

"Master Agreement" has the meaning specified in the introductory paragraph of this Confirmation.

"Monthly Payment" has the meaning specified in Section 3.1.

"Monthly Supply Plan" has the meaning set forth in the CAISO Tariff.

"MW" means megawatt (or 1,000 kilowatts) of alternating current electric energy generating capacity.

"Net Qualifying Capacity" has the meaning set forth in the CAISO Tariff.

"Next Showing Month" means the next calendar month for which a Compliance Showing will be made.

"Non-Availability Charges" has the meaning set forth in the CAISO Tariff.

"Planned Outage" means a maintenance outage taken by the Unit originally identified in Appendix C, as such maintenance outage is determined by the applicable Unit or Unit SC.

"Product" means the Capacity Attributes of the Unit(s), including any capacity from RMR Contracts for the applicable Unit, or its successor, Capacity Procurement Mechanism, or its successor, and RUC Availability Payments, or its successor; provided that:

(a) Product does not include any right to the energy or ancillary services from the Unit;

(b) any change by the CAISO, CPUC or other Governmental Authority that defines new or re-defines existing Local Capacity Areas that results in a decrease or increase in the amount of Capacity Attributes related to a Local Capacity Area provided hereunder will not result in a change in payments made pursuant to this Transaction; and

(c) the Parties agree that, under this Confirmation, if the CAISO", CPUC or other Governmental Authority defines new or re-defines existing Local Capacity Areas whereby the Unit subsequently qualifies for a Local Capacity Area, the Product shall include all Capacity Attributes related to such Local Capacity Area.

"RAR" means the resource adequacy requirements established for load serving entities by the CPUC pursuant to the CPUC Decisions, the CAISO pursuant to the CAISO Tariff, or by any other Governmental Authority having jurisdiction.

"Replacement Capacity" has the meaning specified in Section 2.4.

"Replacement Capacity Price" means the market price for Product with Capacity Attributes reasonably equivalent to the quantity of Product not provided by Seller under this Confirmation, as determined in the manner upon which market prices are determined under Section 5.2(b) of the Master Agreement. For purposes of this Transaction and Confirmation, the "Replacement Capacity Price" shall be deemed to be the "Replacement Price" as defined in Section 1.51 of the Master Agreement.

"Replacement Obligation" has the meaning specified in Section 2.4.

"Resold Product" has the meaning specified in Section 2.6.

"Resource Category" shall be as described in the annual CPUC Filing Guide*,* as such may be modified, amended, supplemented or updated from time to time.

"RMR Contracts" has the meaning set forth in the CAISO Tariff.

"RUC Availability Bid" has the meaning set forth in the CAISO Tariff.

"RUC Availability Payment" has the meaning set forth in the CAISO Tariff.

"SC" has the meaning set forth in the CAISO Tariff.

"SC Substitute Capacity" has the meaning set forth in Section 2.8.

"Seller" has the meaning specified in Appendix B.

"Showing Month" shall be the calendar month of the Delivery Period that is the subject of the Compliance Showing, as set forth in the CPUC Decisions and outlined in the CAISO Tariff. For illustrative purposes only, pursuant to the CAISO Tariff and CPUC Decisions in effect as of the Confirmation Effective Date, the monthly Compliance Showing made in June is for the Showing Month of August.

"Showing Month Notice" has the meaning specified in Section 2.1(b).

"Supply Plan" has the meaning set forth in the CAISO Tariff.

"Supply Plan Obligation" has the meaning specified in Section 2.1(a).

"Term" has the meaning specified in Section 1.3(b).

"Unit" shall mean the generation assets described in Appendix C (including any Alternate Units), from which Product is provided by Seller to Buyer.

"Unit NQC" means the Net Qualifying Capacity set by the CAISO for the applicable Unit. The Parties agree that if the CAISO adjusts the Net Qualifying Capacity of a Unit after the Confirmation Effective Date, then for the period in which the adjustment is effective, the Unit NQC shall be deemed the lesser of (i) the Unit NQC as of the Confirmation Effective Date, or (ii) the CAISO-adjusted Net Qualifying Capacity.

ADDITIONAL DEFINED TERMS

To the extent that the Parties have selected Flexible Capacity as being "Applicable", the following definitions shall be utilized in lieu of the corresponding definition, where appropriate, or in addition to the definitions set forth in the above Defined Terms:

"Capacity Attributes" means, with respect to a Unit, any and all of the following, in each case which are attributed to or associated with the Unit at any time throughout the Delivery Period:

(a) resource adequacy attributes, as may be identified from time to time by the CPUC, CAISO, or other Governmental Authority having jurisdiction, that can be counted toward RAR;

(b) resource adequacy attributes or other locational attributes for the Unit related to a Local Capacity Area, as may be identified from time to time by the CPUC, CAISO or other Governmental Authority having jurisdiction, associated with the physical location or point of electrical interconnection of the Unit within the CAISO Control Area, that can be counted toward a Local RAR;

(c) other current or future defined characteristics, certificates, tags, credits, or accounting constructs, howsoever entitled, including any accounting construct counted toward any Compliance Obligations; and

(d) flexible capacity resource adequacy attributes for the Unit, including, without limitation, the amount of Unit EFC and MWs associated with Unit EFC as may be identified from time to time by the CPUC, CAISO, or other Governmental Authority having jurisdiction, that can be counted toward Flexible RAR;

provided, notwithstanding the foregoing, Capacity Attributes shall exclude intra-month substitution resource adequacy attributes.

"Compliance Obligations" means the RAR, Local RAR and Flexible RAR.

"Compliance Showings" 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, a load serving entity is required to make to the CPUC (and, to the extent authorized by the CPUC, to the CAISO) pursuant to the CPUC Decisions, to the CAISO pursuant to the CAISO Tariff, or to any Governmental Authority having jurisdiction.

"Contract Quantity" means, with respect to any particular Showing Month of the Delivery Period, the amount of Product associated with the number of MWs set forth in Appendix B under the column titled "Contract Quantity", which Seller has agreed to provide to Buyer from the Unit for each Showing Month, and which includes Product which is Flexible Capacity in an amount equal to the amount identified in

Appendix B. All Contract Quantity is Inflexible Capacity except to the extent identified as Flexible Capacity Appendix C.

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

"Flexible Capacity" means, with respect to any particular Showing Month of the Delivery Period, the number of MWs of Product set forth in Appendix B under the column titled "Flexible Capacity" which Seller has agreed to provide to Buyer from the Unit as part of the Contract Quantity for such Showing Month, and which such MWs of Product are eligible to satisfy a load serving entity's Flexible RAR and which such MWs of Product are associated with MWs of the Unit that are part of the Unit EFC.

"Flexible RAR" means the flexible capacity requirements established for load serving entities by the CPUC pursuant to the CPUC Decisions, the CAISO pursuant to the CAISO Tariff, or by any other Governmental Authority having jurisdiction and includes any non-binding advisory showings which a load serving entity is to make with respect to flexible capacity.

"Inflexible Capacity" means, with respect to any particular Showing Month of the Delivery Period, the number of MWs of Product set forth in Appendix B under the column titled "Contract Quantity", minus the number of MWs of Product set forth in Appendix B under the column titled "Flexible Capacity", which Seller has agreed to provide to Buyer from the Unit as part of the Contract Quantity for such Showing Month, and which such MWs of Product are not eligible to satisfy a load serving entity's Flexible RAR and which are Product associated MWs of the Unit that are not part of or outside the Unit EFC. Inflexible Capacity is also known as 'generic capacity'.

"Product" means the Capacity Attributes of the Unit, provided that:

(a) Product does not include any right to the energy or ancillary services from the Unit;

(b) any change by the CAISO, CPUC or other Governmental Authority that defines new or re-defines existing Local Capacity Areas that results in a decrease or increase in the amount of Capacity Attributes related to a Local Capacity Area provided hereunder will not result in a change in payments made pursuant to this Transaction;

(c) any change by the CAISO, CPUC or other Governmental Authority that defines new or re-defines existing Flexible RAR, Capacity Attributes related to Flexible RAR, or attributes of the Unit related to Flexible RAR, that results in a decrease or increase in the amount of Capacity Attributes related to Flexible RAR provided hereunder will not result in a change in payments made pursuant to this Transaction;

(d) the Parties agree that, under this Confirmation, if the CAISO, CPUC or other Governmental Authority defines new or re-defines existing Local Capacity Areas whereby the Unit subsequently qualifies for a Local Capacity Area, the Product shall include all Capacity Attributes related to such Local Capacity Area; and

(e) the Parties agree that, under this Confirmation, if the CAISO, CPUC or other Governmental Authority defines new or re-defines existing Flexible RAR, Capacity Attributes related to Flexible RAR, or attributes of the Unit related to Flexible RAR whereby the Unit, or a portion of the Unit which did not previously qualify to satisfy Flexible RAR, subsequently qualifies to satisfy Flexible RAR, the Product shall include all Capacity Attributes of the Unit related to Flexible RAR, including any Capacity Attributes related to Flexible RAR with respect to any portion of the Unit which previously was not able to satisfy Flexible RAR.

"Unit EFC" means the Effective Flexible Capacity (in MWs) of the Unit. The Parties agree that if the CAISO adjusts the Effective Flexible Capacity of a Unit after the Confirmation Effective Date, then for the period in which the adjustment is effective, the Unit EFC shall be deemed the lesser of (i) the Unit EFC as of the Confirmation Effective Date, or (ii) the CAISO-adjusted Effective Flexible Capacity.

"Unit EFC Category" shall be as described in the annual CPUC Filing Guide, as such may be modified, amended, supplemented or updated from time to time.

APPENDIX B
FLEXIBLE CAPACITY, DELIVERY PERIOD, CONTRACT QUANTITY, CONTRACT PRICE, AND FULL FLOATING INDEPENDENT AMOUNT

The quantities specified in this table will control in the event of a conflict between these values and those in Appendix C. The Parties agree to revise the Appendix C as necessary to ensure that the Contract Quantity and Flexible Capacity are satisfied in full.

Buyer	Silicon Valley Clean Energy Authority
Seller	Southern California Edison Company

[redacted]

[redacted]

APPENDIX C
UNIT INFORMATION AND CONTRACT QUANTITY UNIT ALLOCATION

Unit Information

Unit	**1**
CAISO Resource ID	DRACKR_2_DSUBT3
Unit Name	Dracker Solar Unit 3 BESS
Current Scheduling Coordinator SCID	LSCE
Resource Fuel Type	Lithium Battery Storage
Resource Category (1, 2, 3 or 4)	1
Unit EFC Category (1, 2, 3 or N/A)	1
Local Capacity Area (if applicable, as of Confirmation Effective Date)	NA

Unit Contract Quantity Unit Allocation

[redacted]

(1) Unit NQC (Net Qualifying Capacity in MW as of the Confirmation Effective Date)

(2) If Flexible Capacity is designated as applicable in Section 1.1,
Unit EFC (Effective Flexible Capacity in MW, as of the Confirmation Effective Date)

<u>Unit Information</u>

Unit	**2**
CAISO Resource ID	HIDSRT_2_UNITS
Unit Name	HIGH DESERT POWER PROJECT AGGREGATE
Current Scheduling Coordinator SCID	EDF8
Resource Fuel Type	Gas
Resource Category (1, 2, 3 or 4)	4
Unit EFC Category (1, 2, 3 or N/A)	1
Local Capacity Area (if applicable, as of Confirmation Effective Date)	NA

[redacted]

(1) Unit NQC (Net Qualifying Capacity in MW as of the Confirmation Effective Date)

(2) If Flexible Capacity is designated as applicable in Section 1.1,
Unit EFC (Effective Flexible Capacity in MW, as of the Confirmation Effective Date)

Unit Information

Unit	**3**
CAISO Resource ID	LAPLMA_2_UNIT 2
Unit Name	La Paloma Generating Plant Unit #2
Current Scheduling Coordinator SCID	EDF3
Resource Fuel Type	Gas
Resource Category (1, 2, 3 or 4)	4
Unit EFC Category (1, 2, 3 or N/A)	1
Local Capacity Area (if applicable, as of Confirmation Effective Date)	NA

[redacted]

(1) Unit NQC (Net Qualifying Capacity in MW as of the Confirmation Effective Date)

(2) If Flexible Capacity is designated as applicable in Section 1.1,
Unit EFC (Effective Flexible Capacity in MW, as of the Confirmation Effective Date)

Unit Information

Unit	**4**
CAISO Resource ID	ORMOND_7_UNIT 2
Unit Name	ORMOND BEACH GEN STA. UNIT 2
Current Scheduling Coordinator SCID	NES1
Resource Fuel Type	Gas
Resource Category (1, 2, 3 or 4)	4
Unit EFC Category (1, 2, 3 or N/A)	1
Local Capacity Area (if applicable, as of Confirmation Effective Date)	NA

[redacted]

(1) Unit NQC (Net Qualifying Capacity in MW as of the Confirmation Effective Date)

(2) If Flexible Capacity is designated as applicable in Section 1.1,
Unit EFC (Effective Flexible Capacity in MW, as of the Confirmation Effective Date)

Unit Information

Unit	**5**
CAISO Resource ID	DRACKR_2_DSUBT2
Unit Name	Dracker Solar Unit 2 BESS
Current Scheduling Coordinator SCID	LSCE
Resource Fuel Type	Lithium Battery Storage
Resource Category (1, 2, 3 or 4)	1
Unit EFC Category (1, 2, 3 or N/A)	1
Local Capacity Area (if applicable, as of Confirmation Effective Date)	NA

[redacted]

(1) Unit NQC (Net Qualifying Capacity in MW as of the Confirmation Effective Date)

(2) If Flexible Capacity is designated as applicable in Section 1.1,
Unit EFC (Effective Flexible Capacity in MW, as of the Confirmation Effective Date)

APPENDIX D
SUPPLY PLAN INFORMATION

Benefitting load serving entity SCID: LVSCE

[redacted]

1. SCE Contract Manager must also be included on all communications.

APPENDIX E
SUBSEQUENT SALE INFORMATION

Contract Key ID:	
Subsequent sale contract quantity (in MW):	
Subsequent sale delivery period:	
Amount of Inflexible Capacity included in subsequent sale contract quantity (in MW):	
New benefitting load serving entity SC identification number:	

RESOURCE ADEQUACY CONFIRMATION LETTER

This confirmation letter ("Confirmation") confirms the Transaction agreed to on October 17, 2022 (the "Confirmation Date"), between NextEra Energy Marketing, LLC ("NEM") and Silicon Valley Clean Energy, a California joint powers authority ("SVCE"), by which Seller agrees to sell and deliver, and Buyer agrees to purchase and receive, the Product. This Transaction is governed by that certain Edison Electric Institute ("EEI") Master Purchase and Sale Agreement between the Parties, effective as of March 14, 2019, along with the Cover Sheet, any amendments and annexes thereto, and the EEI Collateral Annex along with the Paragraph 10 to the Collateral Annex (collectively, the "Master Agreement"). The Master Agreement and this Confirmation shall be collectively referred to herein as the "Agreement". Capitalized terms not otherwise defined in this Confirmation or the Master Agreement are defined in the Tariff. References to Sections are references to Sections of this Confirmation unless stated to be references to Sections of the Master Agreement or a statute.

ARTICLE 1
TRANSACTION TERMS

Buyer: SVCE

Seller: NEM

Product, Delivery Period, Contract Quantity, Contract Price and other specifics of the Product are in Appendix B. Appendices A and B are incorporated into this Confirmation.

ARTICLE 2
DELIVERY OBLIGATIONS AND ADJUSTMENTS

2.1 Sale and Delivery of Product

(a) For each Showing Month of the Delivery Period, Seller will sell and deliver to Buyer, and Buyer will purchase and receive from Seller, the Contract Quantity of the Product from the Shown Unit(s).

(b) Seller will deliver the Contract Quantity by submitting to CAISO in its Supply Plan the Shown Unit and the characteristics of the Shown Unit and Product for Buyer, as further specified in Appendix B, all in compliance with this Confirmation.

(c) Seller will cause all Supply Plans to meet and be filed in conformance with the requirements of the CPUC and the Tariff. Seller will submit, or cause the Unit's SC to submit, on a timely basis with respect to each applicable Showing Month, Supply Plans in accordance with the Tariff and CPUC requirements to identify and confirm the Product delivered to Buyer for each Showing Month of the Delivery Period. The total amount of Product identified and confirmed for each day of such Showing Month will equal the Contract Quantity, less any excused deductions to the Contract Quantity in the case of Flexible RA Capacity for excused reductions in Unit EFC.

(d) Seller may sell and deliver from a Shown Unit that meets requirements set forth in Appendix B, including the Resource Category and, if applicable, the Flexible Capacity Category. In no event shall a Shown Unit utilize coal or coal materials as a source of fuel. A Shown Unit must be a specific resource that is connected directly to the CAISO controlled grid or be under the operational control of CAISO. A Shown Unit may not be an unspecified import. Seller will identify the Shown Unit(s) and Contract Quantity by providing Buyer with the specific Unit information contemplated in Appendix B no later than the Notification Deadline for the relevant Showing Month.

(e) If CAISO rejects either the Supply Plan or the Resource Adequacy Plan with respect to any part of the Contract Quantity for the Shown Unit in any Showing Month, the Parties will confer, make such corrections as are necessary for acceptance, and resubmit the corrected Supply Plan or Resource Adequacy Plan for validation before the applicable deadline for the Showing Month.

(f) The Product is delivered and received when the CIRA Tool shows the Supply Plan accepted for the Product from the Shown Unit by CAISO or Seller complies with Buyer's instruction to withhold all or part of the Contract Quantity from Seller's Supply Plan for any Showing Month during the Delivery Period. Seller has failed to deliver the Product if (i) Buyer has elected to submit the Product from the Shown Unit in its Resource Adequacy Plan and such submission is accepted by the CPUC and the CAISO but the Supply Plan and Resource Adequacy Plan are not matched in the CIRA Tool and are rejected by CAISO notwithstanding performance of Section 2.1(e) or (ii) Seller fails to submit the volume of Contract Quantity for any Showing Month in such amount as instructed by Buyer for the applicable Showing Month. Buyer will have received the Contract Quantity if (i) Seller's Supply Plan is accepted by the CAISO for the applicable Showing Month or (ii) Seller complies with Buyer's instruction to withhold all or part of the Contract Quantity from Seller's Supply Plan for the applicable Showing Month. Seller will not have failed to deliver the Contract Quantity if Buyer fails or chooses not to submit the Shown Unit and the Product in its Resource Adequacy Plan with the CPUC or CAISO.

(g) The Shown Unit must not have characteristics that would trigger the need for Buyer or Seller to file an advice letter or other request for authorization with the CPUC or for Buyer to make a compliance filing pursuant to California Public Utilities Code Section 380.[1]

(h) Excused Reductions in Unit EFC: If the Product includes FCR Attributes, then Seller's failure to deliver any of the Contract Quantity of FCR Attributes during the Delivery Period will be excused if the Unit experiences a reduction in Unit EFC after the Confirmation Date as determined by CAISO and Seller has provided notice of such reduction to Buyer by the Notification Deadline for the applicable Showing Month. The extent to which Seller's failure is excused will equal (i) the Contract Quantity of FCR Attributes for such day multiplied by (ii) the total amount (in MW) by which the Unit EFC was reduced since the Confirmation Date, divided by (iii) the Unit EFC as of the Confirmation Date. If the Unit experiences such a reduction in Unit EFC, then Seller may, but is not obligated to, provide the applicable part of the Contract Quantity of FCR Attributes for such day from the Shown Unit.

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[1] For example, contracts with Once-Through Cooling resources that terminate one year or less before the State Water Resources Control Board compliance deadline require an advice letter filing under CPUC Decision 12-04-046.

2.2 Buyer's Remedies for Seller's Failure to Deliver Contract Quantity

(a) If Seller fails to deliver any part of the Contract Quantity as required herein for any Showing Month, Seller is liable for damages pursuant to Section 4.1 of the Master Agreement.

(b) Seller agrees to indemnify, defend and hold harmless Buyer from any penalties, fines or costs, including Environmental Costs, assessed against Buyer by the CPUC, CAISO or other Governmental Body resulting from Seller's failure to deliver the Product. The Parties will use commercially reasonable efforts to minimize such penalties, fines or costs; provided, that in no event will Buyer be required to use or change its utilization of its owned or controlled assets or market positions to minimize these penalties, fines or costs. If Seller fails to pay the foregoing penalties, fines or costs, or fails to reimburse Buyer for those penalties, fines or costs, then, without prejudice to its other rights and remedies, Buyer may setoff and recoup those penalties, fines or costs against any future amounts it may owe to Seller under this Confirmation or the Master Agreement.

2.3 Buyer's Re-Sale of Product

(a) Buyer may re-sell all or part of the Product; provided that any such re-sale must not increase Seller's obligations hereunder other than as set forth in this Section 2.3(a). For any such a resale, Resource Adequacy Plan of Buyer as used herein will refer to the Resource Adequacy Plan of Subsequent Buyer. Seller will, or will cause the Unit's SC, to follow Buyer's instructions with respect to providing such resold Product to Subsequent Buyers, to the extent such instructions are consistent with Seller's obligations under this Confirmation. Seller will, and will cause the Unit's SC, to take all commercially reasonable actions and execute all documents or instruments reasonably necessary to allow such Subsequent Buyers to use such resold Product in a manner consistent with Buyer's rights under this Confirmation. If Buyer incurs any liability to a Subsequent Buyer due to the failure of Seller or the Unit's SC to comply with this Confirmation, Seller will be liable to Buyer for the same amounts Seller would have owed Buyer under this Confirmation if Buyer had not resold the Product.

(b) Buyer will notify Seller in writing of any resale of Product and the Subsequent Buyer no later than two Business Days before the Notification Deadline for the Showing Month. Buyer will notify Seller of any subsequent changes or further resales no later than two Business Days before the Notification Deadline for the Showing Month.

ARTICLE 3
PAYMENTS

3.1 Payment

Buyer shall make a monthly payment to Seller for the Product by the later of (i) ten (10) calendar days after Buyer's receipt of Seller's invoice and (ii) the twentieth (20th) of the Showing Month, and if such day is not a Business Day the next following Business Day ("Monthly RA Capacity Payment"). The Monthly RA Capacity Payment shall equal the product of (a) the applicable Contract Price for that Showing Month, (b) the Contract Quantity for the Showing Month, and (c) 1,000, rounded to the nearest penny (i.e., two decimal places); provided, however, that the Monthly RA Capacity Payment shall be adjusted to reflect any portion of Contract Quantity for the Showing Month that was not delivered in accordance with Section 2.1 for such Showing Month.

3.2 Allocation of Other Payments and Costs

(a) Seller will receive any revenues from, and must pay all costs charged by, CAISO or any other third party with respect to the Unit for (i) start-up, shutdown, and minimum load costs, (ii) capacity for ancillary services, (iii) energy sales, (iv) flexible ramping product, or (v) black start or reactive power services. Buyer must promptly report receipt of any such revenues to Seller. Buyer must pay to Seller any such amounts described in this Section 3.2(a) received by Buyer or a Subsequent Buyer. Without prejudice to its other rights and remedies, Seller may setoff and recoup any such amounts that are not paid to it against any amounts owed to Buyer under the Master Agreement.

(b) Buyer is to receive and retain all revenues associated with the Contract Quantity of Product during the Delivery Period, including any capacity and availability revenues from the Capacity Procurement Mechanism, or its successor, RUC Availability Payments, or its successor, but excluding payments described in Section 3.2(a)(i)-(v) or 3.2(d). Seller must promptly report receipt of any such revenues to Buyer. Seller must pay to Buyer any such amounts received by Seller, or a Unit's SC, owner, or operator. Without prejudice to its other rights, Buyer may set off and recoup any such amounts that are not paid to it against amounts owed to Seller under the Master Agreement.

(c) If CAISO designates any part of the Contract Quantity as Capacity Procurement Mechanism Capacity, then Seller will, or will cause the Unit's SC to, within one Business Day of the time Seller receives notification from CAISO, notify Buyer and not accept any such designation by CAISO unless and until Buyer has agreed to accept such designation.

(d) Any Availability Incentive Payments or Non-Availability Charges are for Seller to receive and pay.

ARTICLE 4
OTHER BUYER AND SELLER COVENANTS

4.1 CAISO Requirements

Seller must schedule or cause the Unit's SC to schedule or make available to CAISO the Contract Quantity of the Product during the Delivery Period, in compliance with the Tariff, and perform all, or cause the Unit's SC, owner, or operator to perform all, obligations under applicable law and the Tariff relating to the Product. Buyer is not liable for, and Seller will indemnify and hold Buyer harmless from, the failure of Seller or the Unit's SC, owner, or operator to comply with the Tariff, and for any penalties, fines or costs imposed on Seller or the Unit's SC, owner, or operator for noncompliance.

4.2 Seller's and Buyer's Duties to Take Actions to Allow Product Utilization

Throughout the Delivery Period, Buyer and Seller will take all commercially reasonable actions and execute all documents or instruments reasonably necessary to ensure Buyer's rights to the Contract Quantity for the sole benefit of Buyer or any Subsequent Buyer. If necessary, the Parties further agree to negotiate in good faith to amend this Confirmation to conform this Transaction to subsequent clarifications, revisions, or decisions rendered by CAISO or an applicable Governmental Body to maintain the benefits of the Transaction.

4.3 Seller's Representations and Warranties

Seller represents and warrants to Buyer throughout the Delivery Period that:

(a) no part of the Contract Quantity during the Delivery Period has been committed by Seller to any third party to satisfy Compliance Obligations or analogous obligations in any CAISO or non-CAISO markets;

(b) the Unit qualifies under the Tariff for the Product, and the Unit and Seller are capable of delivering the Product;

(c) the aggregation of all amounts of Capacity Attributes that Seller has sold, assigned, or transferred for the Unit during the Delivery Period does not exceed the Unit NQC and, if applicable, the Unit EFC, for that Unit;

(d) if applicable, Seller has notified either the Unit's SC or the entity from which Seller purchased the Product that Seller has transferred the Contract Quantity of Product for the Delivery Period to Buyer; and

(e) Seller has notified or will notify the Unit's SC that Buyer is entitled to the revenues set forth in Section 3.2(b), and such SC is obligated to promptly deliver those revenues to Buyer, along with appropriate documentation supporting the amount of those revenues.

ARTICLE 5
ADDITIONAL MASTER AGREEMENT AMENDMENTS; GENERAL PROVISIONS

5.1 Termination Payment

For this Transaction, the following is added to the end of Section 5.3 of the Master Agreement:

> "If Buyer is the Non-Defaulting Party and Buyer reasonably expects to incur or be liable for any penalties, fines or costs from CAISO, or any Governmental Body, because Buyer or a Subsequent Buyer is not able to include the applicable Contract Quantity in a Compliance Showing due to Seller's Event of Default, then Buyer may, in good faith, estimate the amount of those penalties, fines or costs and include the estimate in its determination of the Termination Payment, subject to accounting to Seller when those penalties, fines or costs are finally ascertained. If this accounting establishes that Buyer's estimate exceeds the actual amount of penalties, fines or costs, Buyer must promptly remit to Seller the excess amount with interest in accordance with Section 6.2 of the Master Agreement. The rights and obligations with respect to determining and paying any Termination Payment, and any dispute resolution provisions with respect thereto, survive the termination of this Transaction and continue until after those penalties, fines or costs are finally ascertained."

5.2 Confidentiality

Notwithstanding Section 10.11 of the Master Agreement, (i) Buyer may disclose information in order to support its Compliance Showings or otherwise show it has met its Compliance Obligations; (ii) Seller may disclose to a Unit's SC or as necessary for Supply Plans; (iii) each Party may disclose information to the independent evaluator or other administrator of any competitive solicitation process of Buyer, which in turn may disclose such information to CAISO or any Governmental Body; and (iv) Buyer may disclose information to any Subsequent Buyer.

5.3 Dodd-Frank Act

Each Party represents and warrants to the other that it is an "eligible commercial entity" and an "eligible contract participant" within the meaning of United States Commodity Exchange Act §§1a(17) and 1a(18), respectively. Without limiting Section 10.10 of the Master Agreement, the Parties intend this Transaction to be a "customary commercial arrangement" as described in Section II.A.1 of Commodity Futures Trading Commission, *Proposed Guidance, Certain Natural Gas and Electric Power Contracts*, 81 Fed. Reg. 20583 at 20586 (Apr. 8, 2016) and a "Forward Capacity Transaction" within the meaning of Commodity Futures Trading Commission, *Final Order in Response to a Petition From Certain Independent System Operators and Regional Transmission Organizations To Exempt Specified Transactions Authorized by a Tariff or Protocol Approved by the Federal Energy Regulatory Commission*, 78 Fed. Reg. 19,880 (Apr. 2, 2013).

5.4 Governing Law

Nothing contained in this Confirmation shall be construed as a grant of CPUC jurisdiction over a Party not otherwise subject to such jurisdiction by law.

AGREED AS OF THE CONFIRMATION DATE:

NEXTERA ENERGY MARKETING, LLC	**SILICON VALLEY CLEAN ENERGY, a California joint powers authority**
By: Nicole Lawrence	By: DocuSigned by: Girish Balachandran
Name: Nicole Lawrence	Name: Girish Balachandran
Title: Trading Risk Analyst	Title: CEO
10/25/22	

APPENDIX A
DEFINED TERMS

"CAISO" means the California ISO.

"Capacity Attributes" means attributes of the Unit that may be counted toward Compliance Obligations, including: flexibility, dispatchability, physical location or point of electrical interconnection of the Unit; Unit ability to generate at a given capacity level, provide ancillary services, or ramp up or down at a given rate; any current or future defined characteristics, certificates, tags, credits, or accounting constructs of the Unit, howsoever entitled, identified from time to time by the CAISO or a Governmental Body having jurisdiction over Compliance Obligations.

"CIRA Tool" means the CAISO Customer Interface for Resource Adequacy.

"Compliance Obligations" means, as applicable, RAR, Local RAR and FCR.

"Compliance Showings" means the applicable LSE's compliance with the resource adequacy requirements of the CPUC for an applicable Showing Month.

"CPUC Decisions" means any currently effective or future decisions, resolutions, or rulings related to resource adequacy.

"Environmental Costs" means (i) costs incurred in connection with acquiring and maintaining all environmental permits and licenses for the Product, (ii) the Product'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 Product, (iii) all operating and maintenance costs for operation of pollution mitigation or control equipment, (iv) costs of permit maintenance fees and emission fees as applicable, (v) the costs of all emission reductions that have been authorized by a local air pollution control district or emissions trading credits or units pursuant to the California Health & Safety Code, market based incentive programs such as the South Coast Air Quality Management District's Regional Clean Air Incentives Market, authorizations to emit sulfur dioxide and oxides of nitrogen by the Environmental Protection Agency, and any costs related to greenhouse gas emissions required by any applicable environmental laws, rules, regulations, or permits to operate, and (vi) costs associated with the disposal, clean-up, decontamination or remediation, on or off site, of hazardous substances.

"FCR" means the Flexible Capacity requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, the CAISO pursuant to the Tariff, or other Governmental Body having jurisdiction over Compliance Obligations and includes any non-binding advisory showing which an LSE is required to make with respect to flexible capacity.

"FCR Attributes" means, with respect to a Unit, any and all resource adequacy attributes of the Unit, as may be identified from time to time by the CPUC, CAISO, or other Governmental Body having jurisdiction over Compliance Obligations, that can be counted toward an LSE's FCR.

"Governmental Body" means any federal, state, local, municipal or other government; any governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; and any court or governmental tribunal.

"Local RAR" means the local resource adequacy requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, by CAISO pursuant to the Tariff, or by any other Governmental Body having jurisdiction over Compliance Obligations.

"LSE" means "Load Serving Entity" as such term is used in Section 40.9 of the Tariff.

"MW" means megawatt.

"Notification Deadline" is twenty (20) Business Days before the relevant deadlines for the corresponding Compliance Showings applicable to the relevant Showing Month.

"Product" means RAR, Local RAR and FCR, for the Delivery Period, Unit, Contract Quantity, Contract Price and other specifications contained in Appendix B.

"Prorated Percentage of Unit Factor" means the percentage, as specified in Appendix B, of the Unit NQC as of the Confirmation Date that is dedicated to Buyer under this Transaction.

"Prorated Percentage of Unit Flexible Factor" means the percentage, as specified in Appendix B, of the Unit EFC as of the Confirmation Date that is dedicated to Buyer under this Transaction.

"RAR" means the resource adequacy requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, by CAISO pursuant to the Tariff, or by any other Governmental Body having jurisdiction over Compliance Obligations.

"SC" means Scheduling Coordinator as defined in the Tariff.

"Showing Month" means the calendar month of the Delivery Period that is the subject of the related Compliance Showing.

"Shown Unit" means a Unit specified by Seller in a Supply Plan, but not necessarily identified by Seller to Buyer on the Confirmation Date.

"Subsequent Buyer" means the buyer of Product from Buyer in a re-sale of Product by Buyer.

"Tariff" means the CAISO Tariff, including any current CAISO-published "Operating Procedures" and "Business Practice Manuals," in each case as amended or supplemented from time to time.

"Unit" means the generation unit described in Appendix B and any Shown Unit.

"Unit EFC" means Unit Effective Capacity and is the lesser of that of the Unit as set by CAISO as of the Confirmation Date and that of the Unit on a subsequent date of determination.

"Unit NQC" means Unit Net Qualifying Capacity and is the lesser of that of the Unit as set by CAISO as of the Confirmation Date and that of the Unit on a subsequent date of determination.

APPENDIX B
PRODUCT AND UNIT INFORMATION

Product:

☒ RAR ☐ Local RAR ☐ Flexible Capacity

and all Capacity Attributes related to such Product.

Additional Product Information (fill in all that apply):
CAISO Zone: South
MCC Bucket: 4
CPUC Local Area (if applicable): N/A
Flexible Capacity Category (if applicable): N/A

Delivery Period: January 1, 2023 through December 31, 2023, inclusive.

Contract Quantity and Contract Price:

[redacted]

Unit Specific Information	
Name:	MM West Covina – ST Unit
Location:	West Covina, CA
CAISO Resource ID:	WALNUT_7_WCOVST
Unit NQC:	Variable as set by the CAISO
Unit EFC:	N/A
Resource Category:	4
Flex RAR Category (1, 2, 3, 4):	N/A
Path 26:	South
Local Capacity Area (if any, as of Confirmation Date):	LA Basin
Deliverability Restrictions:	None
Run Hour Restrictions:	None
Name:	MM West Covina – ST Unit
Location:	West Covina, CA

CONFIRMATION LETTER BETWEEN MORGAN STANLEY CAPITAL GROUP INC. AND SILICON VALLEY CLEAN ENERGY AUTHORITY

This confirmation letter ("Confirmation") confirms the Transaction between Morgan Stanley Capital Group Inc. ("Morgan Stanley" or "Seller") and Silicon Valley Clean Energy Authority, a California joint powers authority ("SVCE" or "Buyer"), each individually a "Party" and together the "Parties," dated as of October 27 KM, 2022 (the "Confirmation Effective Date") in which Seller agrees to provide to Buyer the right to the Product. This Transaction is governed by the EEI Master Power Purchase and Sale Agreement dated November 23, 2016, together with any and all exhibits, schedules or supplements thereto or incorporated therein by reference, each in force and effect from time to time between the Parties (collectively, the "Master Agreement"), as amended and supplemented by this Confirmation, under the following terms and conditions. The definitions and provisions contained in this Confirmation, the Master Agreement, the RA Rules (as defined herein), and in the tariffs and/or protocols of the California Independent System Operator ("CAISO") as amended from time to time (the "CAISO Tariff" or the "Tariff"), shall apply to this Confirmation and are incorporated by reference; provided that, to the extent that this Confirmation is inconsistent with any provision of the Master Agreement, this Confirmation shall govern the rights and obligations of the Parties hereunder. Consistent with Section 2.2 of the Master Agreement, this Confirmation, together with all other transactions, confirmations and the Master Agreement, form a single integrated agreement between the Parties and are not separate contracts. This Confirmation supersedes and replaces any prior oral or written confirmation or agreement, including broker confirmations, regarding this Transaction.

ARTICLE 1 PRODUCT 1

1.1. Product 1 – Contract Price, Contract Quantity, Delivery Term and Delivery Point

(a) Product 1: WSPP Agreement Schedule C Firm Energy supplied from the Carbon Free Source (as defined in Exhibit A) ("Carbon Free Firm Energy"). The Product cannot be curtailed by Seller or Buyer for economic reasons.

(b) Delivery Term: September 1, 2023 through October 31, 2023, inclusive.

(c) [redacted]

(d) Delivery Point: Nevada Oregon Border ("NOB"), north to south ("NOB N-S), which is an Intertie. The Parties may subsequently agree to an alternate delivery point in writing, provided a transmission path is specified to such other delivery point and such other delivery point is an Intertie.

(e) Delivery Profile: Monday through Saturday minimum 4 consecutive hours between 4 pm through 9 pm (hours ending 1700 PPT through hour ending 2100 PPT), and at least 100 hours per month, in accordance with MCC Bucket obligations during each calendar month (the "Minimum Monthly Delivery Quantity").

(f) MCC Bucket: MCC Bucket Category 1

(g) Contract Price (Product 1): The Contract Price is an aggregation of three components, as further described in Section 1.2(c).

(h) Passage of Title: Seller represents and warrants that Seller holds the rights to the Product free and clear of all liens and encumbrances, and Seller agrees to convey and hereby conveys all such Product to Buyer free and clear of all liens and encumbrances as included in the delivery of the Product subject to the terms and conditions contained herein. As set forth in Section 10.3 of the Master Agreement, title and reporting rights to the Carbon Free Firm Energy shall pass from Seller to Buyer at the Delivery Point.

(i) Transmission and Agreed Transmission Path: Under this Confirmation and pursuant to Section 10 of the WSPP Agreement, the agreed transmission path for deliveries to the Delivery Point will be from the Carbon Free Source (as listed in Exhibit A) to Big Eddy and Big Eddy to NOB (each, an "Agreed Transmission Path").

For the purposes of Section 10 of the WSPP Agreement, "firm transmission" means Firm Transmission (as defined herein).

For the purposes of the Cap and Trade Regulations, the foregoing agreed upon transmission path shall constitute a "continuous physical transmission path" which shall provide for "direct delivery of electricity" (as such terms are defined in the Cap and Trade Regulations).

(j) Seller Delivery Obligation. Seller shall deliver Carbon Free Firm Energy in the amount of the Hourly Contract Quantity from Carbon Free Source into the CAISO on behalf of Buyer without substituting electricity from another source, as evidenced by e-Tags, or such other format acceptable to Buyer. Deliveries shall be measured for each hour that the Carbon Free Firm Energy is delivered to the CAISO but shall not exceed the lesser of corresponding amounts shown on the e-Tags or meter data from the Carbon Free Source.

(k) Reporting Requirements. Seller shall provide Buyer with all necessary documentation required to support and verify that delivery requirements have been met according to the Applicable Program, including but not limited to documentation demonstrating that the Carbon Free Source meets the CARB requirements of a Specified Source Facility, the Carbon Free Firm Energy is traceable to a specific generating facility, and that the electricity source claimed has been sold once and only once to a retail consumer.

1.2. Special Conditions – Product 1

(a) Generally Accepted Utility Practice: All scheduling and tagging shall be in accordance with Generally Accepted Utility Practice.

(b) External Resource: Energy delivered pursuant to this Confirmation will not be sourced from resources internal to the CAISO Balancing Authority Area.

(c) Product 1 Contract Price Components: The Parties acknowledge that the Contract Price is a per megawatt hour aggregation of the following components:

(i) [redacted]

(ii) [redacted]

(iii)

The Capacity Fee shall be due and payable on the entire Hourly Contract Quantity of Carbon Free Firm Energy each hour (unless energy is not delivered due to an unexcused failure to deliver by Seller), not to exceed the Minimum Monthly Delivery Quantity during any calendar month. For greater certainty, the Parties hereby acknowledge and agree that Seller may deliver more than the Minimum Monthly Delivery Quantity hereunder ("Additional Monthly Quantity") during any calendar month; provided however (A) no Capacity Fee shall be due and payable for any such Additional Monthly Quantity and (B) no Attributes Fee shall be payable for Additional Monthly Quantities in excess of 10,000 MWh. All other components of the Product 1 Contract Price shall be due and payable only on the quantity of energy delivered to the Delivery Point in each hour.

Notwithstanding and without limiting Section 4.2 of the Master Agreement, in determining the Sales Price there will be no obligation or requirement to attribute or include a value attributable to the capacity or the carbon free attributes.

(d) Additional Seller Representations: Seller represents and warrants to Buyer as follows:

(i) The facilities comprising the Carbon Free Source are each external to the CAISO Balancing Authority Area;

(ii) as of the Confirmation Effective Date, the capacity supporting energy to be delivered pursuant to this Confirmation is surplus to the expected capacity requirements of the Carbon Free Source's host balancing authority area and is not committed to another balancing authority area (*i.e.* no double-counting);

(iii) throughout the Delivery Term, Seller will not commit the capacity necessary to support delivery of Carbon Free Firm Energy from the Carbon Free Source to a third party or other balancing authority area;

(iv) the Hourly Contract Quantity of Carbon Free Firm Energy sold to Buyer hereunder has been sold once and only once by Seller;

(v) throughout the Delivery Term, Carbon Free Firm Energy will be delivered to the Delivery Point using Firm Transmission on the last segment immediately preceding the CAISO balancing authority; and

(vi) throughout the Delivery Term, Seller's firm energy obligation under Product 1 is and will be supported (backed) each hour by operating reserves (including required contingency reserves and sufficient balancing reserves) in the Carbon Free Source's host balancing authority area necessary to ensure there is sufficient energy available for Seller to meet its obligation throughout the applicable operating hour.

For greater certainty, Seller's performance (and failure to perform) hereunder is and remains subject to the terms of the Product and the Master Agreement.

ARTICLE 2
PRODUCT 2

2.1. Product 2 – Scheduling Coordinator Services

(a) Seller: Morgan Stanley Capital Group Inc.

(b) Buyer: SVCE

(c) Product 2: Scheduling Coordinator Services as described below for Carbon Free Firm Energy procured by Buyer as Product 1.

2.2. Overview

The purpose of Product 2 is for Morgan Stanley to perform the required scheduling coordinator functions for the "resource" (as such term is used by the CPUC in D. 20-06-028, the Carbon Free Firm Energy). Although D.20-06-028 required the Buyer to take responsibility for ensuring that energy associated with an import RA contract is bid into, and delivered to, the CAISO markets, the CPUC's decision also permitted the Buyer to designate another party to act on its behalf as a scheduling coordinator to bid and deliver the energy into the CAISO markets.

Morgan Stanley is a Scheduling Coordinator recognized by CAISO pursuant to the CAISO Tariff and has the requisite experience, skill and capability to perform the scheduling obligations assumed by it in providing the Scheduling Coordinator Services (as defined below). In providing the Scheduling Coordinator Services, Morgan Stanley will perform, and assume all costs, risks and liabilities associated with performing, the scheduling responsibilities defined below for the limited purpose of submitting Bid(s) and physically scheduling and delivering Buyer's Carbon Free Firm Energy procured as Product 1 from the Delivery Point to the Sink as required and contemplated by CPUC D.20-06-028 and the resource adequacy requirements established by CAISO pursuant to the CAISO Tariff.

2.3. Scheduling Coordinator Services

Morgan Stanley agrees to assume the scheduling functions required to schedule and deliver the Carbon Free Firm Energy purchased by Buyer as Product 1 at and from the Delivery Point to the Sink, being an Aggregated Pricing Node in the CAISO Balancing Authority Area, as set forth below ("Scheduling Coordinator Services"):

(a) For each hour in which energy is to be delivered to the Delivery Point, consistent with the Minimum Monthly Delivery Quantity, Morgan Stanley will Bid or Self-Schedule (as such terms are defined in the CAISO Tariff) the Carbon Free Firm Energy into the CAISO Day Ahead Market and Real-Time Market, *provided* if Morgan Stanley submits Bid(s) (other than Self-Schedule) such Bid(s) for each hour that is an Availability Assessment Hour, Morgan Stanley's Bid(s) shall be at a price between negative $150/MWh and $0/MWh ("Bidding Requirement") until the Minimum Monthly Delivery Quantity has been met.

(b) Working with CAISO and Buyer to set up a Resource ID associated with Morgan Stanley's SCID for purposes of undertaking the services in paragraph (a) above ("RA Resource ID"), which shall be set up as a CAISO system resource;

(c) Submitting a monthly and annual Supply Plan using the RA Resource ID for each month of the Delivery Term on or prior to the deadline in the CAISO Tariff;

(d) Undertaking all scheduling and tagging requirements in accordance with Generally Accepted Utility Practice from the Delivery Point to the Sink, including inserting the following in each NERC E-Tag:

(i) Morgan Stanley's Scheduling Coordinator PSE in the "physical path" at and from the Delivery Point to the Sink,

(ii) Buyer's PSE in the "market path" at the Delivery Point,

(iii) Buyer's PSE as the last PSE in the "physical path",

(iv) RA Resource ID (MSCG_NOB_I_F_IMS010) in the Misc(Token/Value) field in "physical path" at and from the Delivery Point to the Sink, and

(v) A CAISO Aggregated Pricing Node as the Sink; and

(e) performing such other ancillary requirements under the CAISO Tariff to give effect to the foregoing.

A sample NERC E-Tag is attached hereto as Exhibit B for informational purposes. Actual NERC E-Tags generated for deliveries hereunder may vary from the sample attached as Exhibit B due to changes in Carbon Free Source, CAISO or WECC tagging practices or otherwise as required to be consistent with Generally Accepted Utility Practice.

[redacted]

2.6. Special Conditions – Product 2

(a) Resource Adequacy Plan: Buyer shall submit (or cause to be submitted) a monthly and annual Resource Adequacy Plan ("RA Plan"), as required by the CAISO Tariff, that explicitly identifies the Delivery Profile hours as the temporal constraint/limitation and such RA Plan shall otherwise match the Supply Plan submitted by Morgan Stanley.

(b) CAISO Acceptance/Rejection: Morgan Stanley shall be entitled to retain any and all revenues received from (and if prices are negative, liable for all payments to) CAISO as a result of CAISO accepting the Bid(s) (including Self-Schedule(s)) submitted by Morgan Stanley. If, in any hour of the Delivery Term, CAISO rejects the Bid(s) (including Self-Schedule) submitted by Morgan Stanley in the CAISO Day Ahead Market and Real-Time Market, then

(i) if Morgan Stanley Self-Schedules or Bids in accordance with the Bidding Requirement, the Parties agree to treat such rejection by CAISO as Uncontrollable Force such that each Party shall be excused from their respective obligation to sell and deliver or purchase and receive the Carbon Free Firm Energy for that hour, and

(ii) if Morgan Stanley does not Bid in accordance with the Bidding Requirement, the Parties agree to treat such rejection by CAISO as a failure to deliver by Seller, no Capacity Fee shall be due for such hour, and, unless Seller is otherwise excused from its delivery obligations, Buyer shall be entitled to such remedies as are provided hereunder and in the Master Agreement.

(c) Energy Adjustment: For each month of the Delivery Term, and in consideration of Morgan Stanley retaining any and all revenues received as a result of any CAISO awards from the Bid(s) (including or Self-Schedule(s)) submitted by Morgan Stanley (among other things), Morgan Stanley will credit Buyer the Energy Adjustment. "Energy Adjustment" means the LMP Index minus $2.00/MWh for each MWh of the Carbon Free Firm Energy delivered to Buyer in such month pursuant to this Confirmation.

ARTICLE 3
GENERAL PROVISIONS

3.1 Uncontrollable Force/Force Majeure

The Parties agree that Product 1 shall be subject to Uncontrollable Force and Product 2 shall be subject to Force Majeure. The Parties agree, for the purposes of Section 10 of the WSPP Agreement, Section 3.3 of the Master Agreement and the definition of Force Majeure, that:

(a) any limitation, interruption or curtailment on the applicable Agreed Transmission Path, at the Delivery Point or from the Delivery Point to Sink by the transmission provider pursuant to the applicable OATT or transmission service contract (including CAISO pursuant to CAISO Tariff), by or at the direction of WECC or any applicable NERC-recognized regional reliability coordinator, including for unscheduled flow mitigation, planned outage(s) and full or partial de-rate(s), whether or not known or anticipated as of the Confirmation Effective Date, will be considered Uncontrollable Force and Force Majeure,

(b) a limitation, interruption or curtailment described in paragraph (a) may result in Bid(s), schedule(s) or E-Tag(s) not being submitted or created, as applicable, for one or more hours depending on the timing and circumstances of the qualifying limitation, interruption or curtailment, Generally Accepted Utility Practice and requirements and practices pursuant to CAISO Tariff,

(c) if and to the extent any of the events or circumstances described in paragraphs (a) and (b) above prevents (i) delivery of the Hourly Contract Quantity of Carbon Free Energy from the Carbon Free Source to Sink for any hour(s) of the Delivery Term or (ii) Bid(s), schedule(s) or E-Tag(s) being submitted or created, as applicable, by Morgan Stanley for any hour(s) of the Delivery Term, subject to Section 1.2(c), Morgan Stanley and Buyer shall be relieved of their obligation to sell and deliver or purchase and receive, respectively, the Carbon Free Firm Energy at the Delivery Point for such hour(s) and Morgan Stanley shall be relieved of its SC Services obligations for such hour(s), and

(d) Morgan Stanley will use commercially reasonable efforts to communicate (verbally or electronically in writing, including via eTags) any limitations, interruptions or curtailments on the Agreed Transmission Path known prior to the day-ahead pre-scheduling deadline and advise as to what quantities, if any, of Carbon Free Firm Energy Morgan Stanley is able to deliver to Buyer during the affected hours.

(e) For the purposes of Sections 4.1 and 4.2 of the Master Agreement ("Seller Failure" and "Buyer Failure"), any deficiency shall be calculated only to be the difference between the applicable Minimum Monthly Delivery Quantity and the volume of Product 1 delivered hereunder; and (ii) for this purpose only, the Contract Price for deliveries during the Delivery Term shall be deemed as follows:

[redacted]

3.2 Monthly Reporting

The Parties acknowledge that in each month of the Delivery Term non-delivery of energy can reasonably be expected from time to time as a result of, among other things, Uncontrollable Force (*e.g.* transmission limitations, interruptions and/or curtailments) and CAISO rejecting Bid(s) meeting the Bid Requirement, including during conditions of oversupply and congestion. For transparency, in addition to Buyer having delivery visibility through inclusion on all NERC E-Tags, Morgan Stanley will provide a monthly report that includes a lessor of analysis showing eTags, and meter readings from the Carbon Free Source.

3.3 Electricity Importer

As a result of the provision of Scheduling Services, Morgan Stanley will be the electricity importer into California for purposes of the Cap and Trade Regulations for the Carbon Free Firm Energy delivered pursuant to this Confirmation. The Parties acknowledge that Morgan Stanley will be responsible for satisfying any Compliance Obligation (as defined in the Cap and Trade Regulations) associated with the energy that is scheduled and imported into California pursuant to this Confirmation.

3.4 Confidentiality

Notwithstanding anything to the contrary in Section 10.11 of the Master Agreement, the Parties agree that either Party may disclose a copy of this Confirmation to a Governmental Authority if required or if requested by such Governmental Authority or for the purposes set forth in Section 3.5(b), provided such Party shall redact commercial terms (*e.g.* Contract Price) prior to disclosure or disclose the Confirmation confidentially to the Governmental Authority unless redactions or confidential treatment is not permitted by the Governmental Authority. Each Party recognizes that this Confirmation is subject to the requirements of the California Public Records Act (Government Code Section 6250 et seq.).

3.5 **RA Requirements / Change in Law**

(a) The Parties acknowledge that Buyer has entered into this transaction to, among other things, use Product 1 toward meeting its RA Requirements. Buyer acknowledges that Seller makes no representation or warranty that Product I as procured by Buyer will be eligible for or can be used or counted toward Buyer's resource adequacy obligations pursuant to the RA Requirements.

(b) The Parties agree that either or both Parties may provide a copy of this Confirmation to the CPUC confidentially prior to the time required for Buyer's compliance filings to obtain the CPUC's guidance or advice as to the eligibility of Product 1 for meeting the RA Requirements, provided if Seller provides a copy it shall redact or exclude Buyer's name.

(c) It is Buyer's sole responsibility to (i) ensure it has obtained sufficient intertie import capability at the Delivery Point such that it may use Product 1 toward its RA Requirements and (ii) determine the appropriate maximum cumulative capacity bucket(s).

(d) If there is a Change in Law that (i) materially adversely changes or affects a Party's obligations hereunder or (ii) results in Buyer being unable to use Product 1 to meet its RA Requirements, the Parties shall work in good faith to try and revise this Confirmation, which may include changes to commercial terms, to appropriately address the material adverse change or effect or permit Buyer to be able to use Product 1 toward its RA Requirements. In the event the Parties cannot reach agreement on any such amendments to this Confirmation within 30 days' written notice from one Party following the Change in Law ("Negotiation Period"), then either Party may terminate this Confirmation within thirty (30) days after the Negotiation Period upon written notice to the other Party, which, subject to Section 3.8, shall be effective the next Business Day after such notice is received. Any termination in accordance with this paragraph shall be without liability of either Party to the other on the termination date as a result of such termination, *provided* for greater certainty each Party shall remain liable for any payments arising from performance (and non-performance) up to and including the termination date. Termination of this Confirmation pursuant to this paragraph shall not result in termination (or give rise to a right of termination) of any other transactions between the Parties *provided* that if multiple transactions between the Parties are similarly affected by the Change in Law the terminating Party must concurrently terminate all such transactions unless the other Party otherwise agrees.

3.6 **Seller Indemnification / Termination**

To the extent Seller fails to fulfill its obligations under this Confirmation and such failure is not excused under the terms of either Product, this Confirmation or the Master Agreement or caused by a failure to perform by Buyer or other third party contracting directly or indirectly with Buyer, then

(a) Seller agrees to indemnify Buyer for any monetary penalties directly resulting from Seller's nonperformance hereunder as assessed against Buyer by the CPUC pursuant to the RA

Requirements, but only to the extent such penalties being assessed could not be avoided by Buyer following notice from Seller of its nonperformance; and

(b) in addition to Buyer's other remedies hereunder, if such failure meets all the criteria for a RA Termination Event, Buyer may terminate this Confirmation upon written notice to Seller, *provided* such notice is provided no later than two (2) Business Days after such RA Termination Event having occurred. If timely termination notice is provided to Seller, subject to Section 3.8, termination shall be effective the next Business Day after such notice is received. Any termination in accordance with this paragraph shall be without liability of either Party to the other on the termination date as a result of such termination, *provided* for greater certainty each Party shall remain liable for any payments arising from performance (and non-performance) up to and including the termination date. Termination of this Confirmation pursuant to this paragraph shall not result in termination (or give rise to a right of termination) of any other transactions between the Parties.

With respect to the foregoing, the Parties shall use commercially reasonable efforts to minimize any such monetary penalties or the impact of any Seller non-performance; provided, that in no event shall Buyer be required to use or change its utilization of its owned or controlled assets or market positions to minimize such penalties.

3.7 Survival

To the extent this Confirmation is terminated by either Party as provided in Section 3.5 or 3.6 and Morgan Stanley, in performing its obligations hereunder, has submitted a monthly Supply Plan or has other binding obligations or commitments to CAISO that cannot be rescinded without Morgan Stanley incurring penalties or other charges, all applicable terms, conditions and provisions of this Confirmation shall survive termination until all binding obligations or commitments to CAISO as at the effective date of such termination have been fully performed, including, without limiting the generality of the foregoing, the purchase and sale of Carbon Free Firm Energy. For greater certainty, neither Party will make any further binding commitments to CAISO (*e.g.* no filing of monthly RA Plans or Supply Plans) after the effective date of termination.

3.8 Relationship of the Parties

The Parties are independent contractors, and will not be deemed to be partners, joint venturers or agents of each other for any purpose. Nothing contained in this Confirmation will be construed to create a partnership, joint venture, agency or other relationship that may invoke fiduciary obligations between the Parties.

[*Signatures appear on the following page.*]

Acknowledged and agreed to as of the Confirmation Effective Date.

MORGAN STANLEY CAPITAL GROUP INC.

Sign: Katie Martin

Print: Katie Martin

Title: Vice President

SILICON VALLEY CLEAN ENERGY AUTHORITY, a California joint powers authority

DocuSigned by:

Sign: Girish Balachandran

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Print: Girish Balachandran

Title: CEO

EXHIBIT A

CARBON FREE SOURCE

In any delivery hour, the Carbon Free Firm Energy will be generated by any one or more of the following large hydro generating facilities listed below (in aggregate, the "Carbon Free Source").

Facility Name	Technology	Location	CARB ID	EIA ID
Wanapum Dam	Large hydroelectric	Washington State	500054	3888
Priest Rapids Dam	Large hydroelectric	Washington State	500054	3887
Rock Island Dam	Large hydroelectric	Washington State	500003	6200
Rocky Reach Dam	Large hydroelectric	Washington State	500055	3883
Boundary Dam	Large hydroelectric	Washington State	500043	6433
Lucky Peak Dam	Large hydroelectric	Idaho State	500046	10014
Wells	Large hydroelectric	Washington State	500237	3886
Kerr (Seli'š Ksanka Qlispé) Dam	Large hydroelectric	Montana State	500014	2188

EXHIBIT B

SAMPLE NERC E-TAG

Market Path

PSE	Product	Contract	Misc Info
MSCG01	G-F		Yes
LSVCE	L		No

Physical Path

BA	TSP	MO	PSE	POR	POD	Sched Entities	Contract	Misc Info	Loss
GCPD			MSCG01	Source:	MSCG_GCPD			No	
	BPAT		MSCG01	BPAT.GCPD	BigEddy	BPAT		No	
	BPAT		MSCG01	BigEddy	NOB	BPAT		No	
	CISO	CISO	MSCG01	NOB	SYLMAR	LDWP		No	
	CISO	CISO	MSCG01	SYLMAR	SP15	CISO		Yes	
CISO		CISO	LSVCE	Sink:	SP15			No	

Transmission Allocation

TSP	Owner	Product	OASIS	NITS Resource	Misc Info
BPAT (1)	MSCG01	7-F	10031		No
BPAT (2)	MSCG01	7-F	10031		No
CISO (1)	MSCG01	7-F	MSCG_NOB_I_F_IMS010		No
CISO (2)	MSCG01	7-F	MSCG_NOB_I_F_IMS010		No

EXHIBIT C

DEFINITIONS

Capitalized terms not otherwise defined herein that are defined in the CAISO Tariff shall have the meanings ascribed thereto in the CAISO Tariff.

"AAH" or "Availability Assessment Hours" means the five consecutive hour period pre-defined by CAISO pursuant to the CAISO Tariff as the Availability Assessment Hours for resources providing system resource adequacy for the applicable month of the Delivery Term. The Parties acknowledge that, as of the Confirmation Effective Date, CAISO has determined the Availability Assessment Hours for resources providing system resource adequacy for the applicable months of the Delivery Term are hour ending ("HE") 1700 through HE 2100 (5 hours per day), Monday through Friday (5 days per week), excluding Federal Holidays.

"Applicable Program" means the Cap and Trade Regulations or the PSD Regulations.

"Buyer", as used in the Master Agreement, means Buyer.

"Cap and Trade Regulations" means the Mandatory Greenhouse Gas Emissions Reporting and California Cap on Greenhouse Gas Emissions and Market-Based Compliance Mechanisms regulations (California Code of Regulations Title 17, Subchapter 10, Articles 2 and 5 respectively).

"CARB" means the California Air Resources Bureau of the California Environmental Protection Agency.

"CAISO Tariff" means the FERC-approved electric tariff of the California Independent System Operator Corporation ("CAISO") and any current applicable CAISO-published Operating Procedures and Business Practice Manuals, in each case as amended or supplemented from time to time.

"Change in Law" means any changes, revisions, additions or clarifications to or of (i) the RA Requirements by the CPUC, or (ii) the CAISO Tariff by CAISO, including CAISO changing the five consecutive hour period for the Availability Assessment Hours for any month of the Delivery Term such that it is no longer HE 1700 through HE 2100 (5 hours per day), Monday through Friday (5 days per week), excluding Federal Holidays, in either case occurring after the Confirmation Effective Date.

"CPUC Filing Guide" means the annual document issued by the CPUC which sets forth the guidelines, requirements and instructions for load serving entities to demonstrate compliance with the RA Requirements.

"Federal Holidays" means legal public holidays as set forth in 5 USC § 6103(a).

"Firm Transmission" means NERC Transmission Service Reservation Priority 7-F (firm point-to-point transmission), and includes conditional firm point-to-point transmission.

"Flat" means all Off-Peak and On-Peak hours (24x7).

"Generally Accepted Utility Practice" means a practice established by the Western Electricity Coordinating Council ("WECC") or any successor regional reliability council, as such practice may be revised from time to time, or if no practice is so established, means a practice otherwise generally accepted in the WECC region.

"Governmental Authority" means any national, state, provincial or local government, any political subdivision thereof, or any other governmental, regulatory, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, department, bureau, or entity with authority over a Party or the subject matter of this Agreement, and includes, without limitation, the Federal Energy Regulatory Commission ("FERC") and California Public Utilities Commission ("CPUC").

"LMP Index" means, for any day of delivery, the day-ahead hourly Locational Marginal Price ("LMP") at TH_NP15_GEN-APND (or any successor Aggregated Pricing Node for NP 15) ("NP 15 Trading Hub") for the applicable hours of delivery as published by the CAISO. In the event the CAISO fails to publish the LMP for the NP 15 Trading Hub, such failure shall be addressed by the Parties in a manner consistent with the Master Agreement provisions applicable to Market Disruption Events. In the event the CAISO subsequently corrects the LMP for the NP15 Trading Hub, such correction shall be addressed by the Parties in a manner consistent with the Master Agreement provisions applicable to price corrections. Notwithstanding any other provision of this Confirmation or the Master Agreement, the LMP Index shall not be revised as a result of a correction to the LMP for the NP 15 Trading Hub made any time after 6 months from the end of the Delivery Term.

"MCC Bucket(s)" means the maximum cumulative capacity bucket categories adopted and defined by the CPUC in CPUC Decision 20-06-031 pursuant to which CPUC-jurisdictional LSEs are required to categorize their resource adequacy resources based on availability (as defined in the D. 20-06-031). There are five MCC Bucket categories: DR, 1, 2, 3 and 4.

"MCC Bucket Category 1" means, as provided in D. 20-06-031, the resource has availability (as defined in the D. 20-06-031) and updated in 2022 RA Guide, every Monday through Saturday, for 4 consecutive hours between 4 pm through 9 pm, and at least 100 hours per month from May through September.

"NERC Holiday" means any day designated as a holiday by NERC.

"Off-Peak" means HE 0100 through HE 0600 and HE 2300 through HE 2400 PPT and all hours on (i) Sundays or (ii) any NERC Holiday.

"On-Peak" means HE 0700 through HE 2200 (16 hours per day) PPT, Monday through Saturday (6 days per week), excluding NERC Holidays.

"PSD Regulations" means the Power Source Disclosure Program regulations (California Code of Regulations Title 20, Division 2, Chapter 3, Article 5, Sections 1390 through 1394).

"RA Requirements" means (i) the resource adequacy requirements established for CPUC jurisdictional load serving entities by the CPUC pursuant to the CPUC's currently effective or future decisions, resolutions, or rulings related to resource adequacy as applicable to system resource adequacy and the availability, eligibility and use of imports for system resource adequacy, including CPUC Decision 20-06-028 and (ii) CPUC Decision 20-06-031 solely for the purposes of the eligibility of Product 1 for an MCC Bucket category if specified in this Confirmation.

"RA Termination Event" means, for any Availability Assessment Hour in the Delivery Term, (i) Seller fails to (x) satisfy the Bidding Requirement or (y) deliver the Carbon Free Firm Energy to the Delivery Point, and in either case such failure is not excused pursuant to the terms hereof, *and* (ii) such unexcused failure by Seller is likely to cause Buyer to not (or no longer) be able to count Product 1 toward its RA Requirements.

"Scheduling Coordinator" has the meaning given in the CAISO Tariff.

"Self-Schedule" has the meaning given in the CAISO Tariff.

"Sink" means the final point of delivery for the energy, which shall be a point within the CAISO Balancing Authority Area.

"Specified Source Facility" means a power source registered by an electric power entity with CARB that is intended to be claimed in an Emissions Data Report pursuant to section 95111(g)(1) of the Regulation for the Mandatory Reporting of Greenhouse Gas Emissions in the state of California.

MASTER POWER PURCHASE AND SALE AGREEMENT
CONFIRMATION LETTER – RESOURCE ADEQUACY
BETWEEN
CHEVRON POWER HOLDINGS INC.
AND
Silicon Valley Clean Energy Authority

This Confirmation Letter ("Confirmation") confirms the Transaction between Chevron Power Holdings Inc., ("Seller"), and **Silicon Valley Clean Energy Authority**, ("Buyer"), each individually a "Party" and together the "Parties", dated as of 10/26/2022 (the "Confirmation Effective Date"), in which Seller agrees to provide to Buyer the right to the Product, as such term is defined in Article 3 of this Confirmation.

This Transaction shall be subject to the terms and conditions of the Western Systems Power Pool Agreement (Effective Version: August 12,2021) as amended from time to time (the "Master Agreement") to which both Seller and Buyer are members. The Master Agreement and this Confirmation shall be collectively referred to herein as the "Agreement". Capitalized terms used but not otherwise defined in this Confirmation have the meanings ascribed to them in the Master Agreement or the Tariff (as defined herein). To the extent the terms of this Confirmation conflict with the Master Agreement, the terms of this Confirmation shall control.

1. DEFINITIONS

1.1 "Agreement" has the meaning specified in the introductory paragraph hereof.

1.2 "Alternate Capacity" means any replacement Product which Seller has elected to provide to Buyer in accordance with the terms of Section 4.5.

1.3 "Applicable Laws" means any law, rule, regulation, order, decision, judgment, or other legal or regulatory determination by any Governmental Body having jurisdiction over one or both Parties or this Transaction, including without limitation, the Tariff.

1.4 "Availability Incentive Payments" has the meaning set forth in the Tariff.

1.5 "Availability Standards" shall mean Availability Standards as defined in Section 40.9 of the Tariff or otherwise applicable to CAISO.

1.6 "Buyer" has the meaning specified in the introductory paragraph hereof and is "Purchaser" within the meaning of the Master Agreement.

1.7 "CAISO" means the California Independent System Operator or its successor.

1.8 "Capacity Replacement Price" means (a) the price actually paid for any Replacement Capacity purchased by Buyer pursuant to Section 4.7 hereof, plus costs reasonably incurred by Buyer in purchasing such Replacement Capacity, or (b) absent a purchase of any Replacement Capacity, the market price for such Designated RA Capacity not provided at the Delivery Point. The Buyer shall determine such market prices in a commercially reasonable manner. For purposes of this Transaction and Confirmation, the "Capacity Replacement Price" shall be deemed to be the "Replacement Price" as defined in the Master Agreement.

1.9 "Change in RA Requirements" has the meaning set forth in Section 12 of this Confirmation.

1.10 "Compliance Adjusted Unit NQC" has the meaning set forth in Section 12 of this Confirmation.

1.11 "Confirmation" has the meaning specified in the introductory paragraph hereof.

1.12 "Confirmation Effective Date" has the meaning specified in the introductory paragraph hereof.

1.13 "Contingent Firm RA Product" has the meaning specified in Section 3.4 hereof.

1.14 "Contract Price" means, for any Monthly Delivery Period, the price specified under the RA Capacity Price Table in Section 4.9.

1.15 "Contract Quantity" means, with respect to any particular Showing Month of the Delivery Period, the amount of Product (in MWs) set forth in table in Section 4.3 which Seller has agreed to provide to Buyer from the Unit for such Showing Month (as such amount may be adjusted pursuant to Section 4.4).

1.16 "CPUC" means the California Public Utilities Commission.

1.17 "CPUC Decisions" means, to the extent still applicable, CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-064, 06-07-031, 07-06-029, 08-06-031, 09-06-028, 10-06-036, 11-06-022, 12-06-025, 13-06-024, 14-06-050, 15-06-063, 16-06-045, 17-06-027,19-02-022, 20-06-002, 20-06-028, 20-06-031, 20-12-006, 21-06-035 and any other existing or subsequent decisions related to resource adequacy issued from time to time by the CPUC, including any decision resulting from R.21-10-002, as amended from time to time.

1.18 "CPUC Filing Guide" means the annual document issued by the CPUC which sets forth the guidelines, requirements and instructions for LSE's to demonstrate compliance with the CPUC's resource adequacy program.

1.19 "Delivery Period" has the meaning specified in Section 4.1 hereof.

1.20 "Delivery Point" has the meaning specified in Section 4.2 hereof.

1.21 "Designated RA Capacity" shall be equal to, with respect to any particular Showing Month of the Delivery Period, the Contract Quantity of Product for such Showing Month including the amount of Contract Quantity that Seller has elected to provide Alternate Capacity with respect to, minus any reductions to Contract Quantity specified in Section 4.4 with respect to which Seller has not elected to provide Alternate Capacity.

1.22 "Effective Flexible Capacity" means the flexible capacity of a resource that can be counted towards an LSE's FCR obligation, as identified from time to time by the Tariff, the CPUC Decisions, LRA, or other Governmental Body having jurisdiction.

1.23 "FCR Attributes" means, with respect to a Unit, any and all FCR attributes that can be counted toward an LSE's FCR, as they are identified from time to time by the CPUC Decisions, the Tariff, an LRA, or other Governmental Body having jurisdiction that can be counted toward FCR and are consistent with the operational limitations and physical characteristics of such Unit. For clarity, it should be understood that if the CAISO, LRA, or other Governmental Body, defines new or re-defines the FCR Attributes of a Unit, then such change will not result in a change in obligations or payments made pursuant to this Transaction.

1.24 "FCR Showings" means the FCR compliance showings (or similar or successor showings) an LSE is required to make to the CPUC (and, to the extent authorized by the CPUC, to the CAISO) pursuant to the CPUC Decisions and the Tariff, or to an LRA having jurisdiction over the LSE.

1.25 "Firm RA Product" has the meaning specified in the Section 3.3 hereof.

1.26 "Flexible Capacity Requirements" or "FCR" means the flexible capacity requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, or by an LRA or other Governmental Body having jurisdiction.

1.27 "Flexible RA Attributes" means any and all flexible resource adequacy attributes, as may be identified at any time during the Delivery Period by the CPUC, CAISO or other Governmental Body of competent jurisdiction that can be counted toward Flexible RAR, exclusive of any RA Attributes and LAR Attributes.

1.28 "Flexible RA Product" has the meaning specified in the Section 3.2 hereof.

1.29 "Flexible RAR Showing" means the Flexible RAR compliance showings (or similar or successor showings) an LSE is required to make to the CPUC (and, to the extent authorized by the CPUC, to the CAISO) pursuant to the CPUC Decisions, or to an LRA of competent jurisdiction over the LSE.

1.30 "Force Majeure" as used herein has the same meaning as "Uncontrollable Forces" as defined in the Master Agreement.

1.31 "GADS" means the Generating Availability Data System or its successor.

1.32 "Generic RA Product" means Designated RA Capacity consisting of RAR Attributes and, if applicable, LAR Attributes, which does not include FCR Attributes.

1.33 "Governmental Body" means (i) any federal, state, local, municipal or other government; (ii) any governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; and (iii) any court or governmental tribunal.

1.34 "LAR" means local area reliability, which is any program of localized resource adequacy requirements established for jurisdictional LSEs by the CPUC pursuant to the CPUC Decisions, or by another LRA having jurisdiction over the LSE, as implemented in the Tariff. LAR may also be known as local resource adequacy, local RAR, or local capacity requirement in other regulatory proceedings or legislative actions.

1.35 "LAR Attributes" means, with respect to a Unit, any and all resource adequacy attributes (or other locational attributes related to system reliability), as they are identified as of the Confirmation Effective Date by the CPUC Decisions, CAISO, LRA, or other Governmental Body having jurisdiction, associated with the physical location or point of electrical interconnection of the Unit within the CAISO Control Area, that can be counted toward LAR and are consistent with the operational limitations and physical characteristics of such Unit, but exclusive of any RAR Attributes which are not associated with where in the CAISO Control Area the Unit is physically located or electrically interconnected. For clarity, it should be understood that if the CAISO, LRA, or other Governmental Body, defines new or re-defines existing local areas, then such change will not result in a change in obligations or payments made pursuant to this Transaction.

1.36 "LAR Showings" means the LAR compliance showings (or similar or successor showings) an LSE is required to make to the CPUC (and, to the extent authorized by the CPUC, to the CAISO) pursuant to the CPUC Decisions, or to an LRA having jurisdiction over the LSE.

1.37 "Local RAR" means the local resource adequacy requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, or by any other Governmental Body of competent jurisdiction. 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.

1.38 "LRA" means Local Regulatory Authority as defined in the Tariff.

1.39 "LSE" means load-serving entity. LSEs may be an investor-owned utility, an electric service provider, a community aggregator or community choice aggregator, or a municipality serving load in the CAISO Control Area (excluding exports).

1.40 "Master Agreement" has the meaning specified in the introductory paragraph hereof.

1.41 "Monthly Delivery Period" means each calendar month during the Delivery Period and shall correspond to each Showing Month.

1.42 "Monthly RA Capacity Payment" has the meaning specified in Section 4.9 hereof.

1.43 "NERC" means the North American Electric Reliability Council, or its successor.

1.44 "NERC/GADS Protocols" means the GADS protocols established by NERC, as may be updated from time to time.

1.45 "Net Qualifying Capacity" has the meaning set forth in the Tariff.

1.46 "Non-Availability Charges" has the meaning set forth in the Tariff.

1.47 "Outage" means disconnection, separation, or reduction in the capacity of any Unit that relieves all or part of the offer obligations of the Unit consistent with the Tariff. For the avoidance of doubt, Outage shall be deemed to include Planned Outage (defined below).

1.48 "Party" and "Parties" have the meanings specified in the introductory paragraph hereof.

1.49 "Planned Outage" means, subject to and as further described in the CPUC Decisions and the Tariff (Planned Outage referred to as "Approved Maintenance Outage" under the Tariff), a CAISO-approved planned or scheduled disconnection, separation or reduction in capacity of the Unit that is conducted for the purposes of carrying out routine repair or maintenance of such Unit, or for the purposes of new construction work for such Unit.

1.50 "Product" has the meaning specified in Article 3 hereof.

1.51 "RA Attributes" means, with respect to a Unit, any and all resource adequacy attributes, as they are identified as of the Confirmation Effective Date by the CPUC, CAISO or other Governmental Body of competent jurisdiction that can be counted toward RAR, exclusive of any LAR Attributes and Flexible RA Attributes.

1.52 "RA Capacity" means the qualifying and deliverable capacity of the Unit for RAR, LAR, and FCR purposes for the Delivery Period, as determined by the CAISO, or other Governmental Body authorized to make such determination under Applicable Laws. RA Capacity encompasses the RAR Attributes, LAR Attributes and FCR Attributes of the capacity provided by a Unit, as applicable pursuant to this Confirmation.

1.53 "RA Capacity Price" means the price specified in the RA Capacity Price Table in Section 4.9 hereof.

1.54 "RAR" or "Resource Adequacy Requirements" means the resource adequacy requirements, exclusive of LAR and FCR, established for LSEs by the CPUC pursuant to the CPUC Decisions, by the CAISO under the Tariff, or by an LRA or other Governmental Body having jurisdiction.

1.55 "RAR Attributes" means, with respect to a Unit, all resource adequacy attributes, as they are identified as of the Confirmation Effective Date by the Tariff, the CPUC Decisions, LRA, or any

Governmental Body having jurisdiction, that can be counted toward RAR and are consistent with the operational limitations and physical characteristics of such Unit, exclusive of any LAR Attributes or FCR Attributes.

1.56 "RAR Showings" means the RAR compliance showings (or similar or successor showings) an LSE is required to make to the CPUC (and/or, to the extent authorized by the CPUC, to the CAISO), pursuant to the Tariff or CPUC Decisions, or to an LRA having jurisdiction.

1.57 "Replacement Capacity" has the meaning specified in Section 4.7 hereof.

1.58 "Replacement Unit" means a generating unit meeting the requirements specified in Section 4.5.

1.59 "Resource Category" shall be as described in the CPUC Filing Guide, as such may be modified, amended, supplemented or updated from time to time.

1.60 "Scheduling Coordinator" or "SC" has the meaning set forth in the Tariff.

1.61 "Seller" has the meaning specified in the introductory paragraph hereof.

1.62 "Showing" means the LAR Showing or RAR Showing, as applicable.

1.63 "Showing Month" shall be the calendar month during the Delivery Period that is the subject of the RAR Showing, LAR Showing, and/or FCR Showing, as applicable, as set forth in the CPUC Decisions. For illustrative purposes only, pursuant to the CPUC Decisions in effect as of the Confirmation Effective Date, the monthly RAR Showing made in June is for the Showing Month of August.

1.64 "Subsequent Buyer" means the purchaser of Product from Buyer in a re-sale of Product by Buyer.

1.65 "Supply Plan" means the supply plans, or similar or successor filings, that each Scheduling Coordinator representing RA Capacity submits to the CAISO, LRA, or other Governmental Body, pursuant to Applicable Laws, in order for that RA Capacity to count for its RAR Attributes, LAR Attributes, and/or FCR Attributes.

1.66 "Tariff" means the tariff and protocol provisions of the CAISO, including associated rules, procedures and business practice manuals, as amended or supplemented from time to time.

1.67 "Transaction" has the meaning specified in the introductory paragraph hereof.

1.68 "Unit" or "Units" shall mean the generation assets described in Article 2 hereof (including any Replacement Units), from which RA Capacity is provided by Seller to Buyer.

1.69 "Unit EFC" means the Effective Flexible Capacity set by the CAISO for the applicable Unit. If the CAISO adjusts the Effective Flexible Capacity of a Unit after the Confirmation Effective Date, then for the period in which the adjustment is effective, the Unit EFC shall be deemed the lesser of (i) the Unit EFC as of the Confirmation Effective Date, and (ii) the CAISO-adjusted Effective Flexible Capacity. To the extent the Confirmation Effective Date of this Confirmation occurs prior to the CAISO's setting of a Unit EFC for the applicable Unit, the Unit EFC shall be as agreed to by the Parties and specified in Article 2, and Seller represents that, to the best of its knowledge, this Unit EFC is consistent with the CAISO's methodology for determining Unit EFC as of the Confirmation Effective Date. To the extent the CAISO creates new categories of flexible capacity during the term of this Transaction and a Unit can count toward such new categories of flexible capacity while operating consistent with the operational limitation and physical characteristics of such Unit, any and all such new categories of flexible capacity shall be deemed to be part of the Effective Flexible Capacity of that Unit. The above notwithstanding, to the extent the CAISO decides to reduce the applicable Unit EFC, Seller shall not be liable for any costs or damages related to such reduction and the Unit EFC shall be reduced per Section 4.4 of this Confirmation.

1.70 "Unit NQC" means the Net Qualifying Capacity set by the CAISO for the applicable Unit. If the CAISO adjusts the Net Qualifying Capacity of a Unit after the Confirmation Effective Date, then for the period in which the adjustment is effective, the Unit NQC shall be deemed the lesser of (i) the Unit NQC as of the Confirmation Effective Date, and (ii) the CAISO-adjusted Net Qualifying Capacity.

2.
UNIT INFORMATION

Name	Kern River Cogen Facility	Kern River Cogen Facility	Kern River Cogen Facility
Location	Bakersfield, CA	Bakersfield, CA	Bakersfield, CA
CAISO Resource ID	OMAR_2_UNIT 1	OMAR_2_UNIT 2	OMAR_2_UNIT 3
Product Type (Flexible or Generic)	Generic	Generic	Generic
Unit NQC (If Generic)	April 75, May 74.67	April 75, May 74.67	April 75, May 73.67
Unit EFC (If Flexible)	NA	NA	NA
Resource Type	Gas Cogen	Gas Cogen	Gas Cogen
Resource Category (1, 2, 3 or 4)	4	4	4
Point of Interconnection with the CAISO Controlled Grid ("Substation")	NA	NA	NA
Flexible RAR Category (1, 2 or 3)	NA	NA	NA
Path 26 (North, South or None)	South	South	South
LAR Attributes (Yes or No)	No	No	No
Local Capacity Area (if any, as of Confirmation Effective Date)	BCV	BCV	BCV
Deliverability restrictions, if any, as described in most recent CAISO deliverability assessment	None	None	None
Run Hour Restrictions	None	None	None
Flexible Capacity Category (Base/Peak/Super-peak)(as of the Confirmation Effective Date)	NA	NA	NA

Name	Sycamore Cogen Facility	Sycamore Cogen Facility
Location	Bakersfield, CA	Bakersfield, CA
CAISO Resource ID	SYCAMR_2_UNIT 1	SYCAMR_2_UNIT 3
Product Type (Flexible or Generic)	Generic	Generic
Unit NQC (If Generic)	74	74
Unit EFC (If Flexible)	NA	NA
Resource Type	Gas Cogen	Gas Cogen
Resource Category (1, 2, 3 or 4)	4	4
Point of Interconnection with the CAISO Controlled Grid ("Substation")	NA	NA
Flexible RAR Category (1, 2 or 3)	NA	NA
Path 26 (North, South or None)	South	South
LAR Attributes (Yes or No)	No	No
Local Capacity Area (if any, as of Confirmation Effective Date)	BCV	BCV
Deliverability restrictions, if any, as described in most recent CAISO deliverability assessment	None	None
Run Hour Restrictions	None	None
Flexible Capacity Category (Base/Peak/Super-peak)(as of the Confirmation Effective Date)	NA	NA

3.
RESOURCE ADEQUACY CAPACITY PRODUCT

During the Delivery Period, Seller shall provide to Buyer, pursuant to the terms of this Confirmation, the Designated RA Capacity in the amount of the Contract Quantity of (i) RAR Attributes and, if applicable, LAR Attributes, and (ii) FCR Attributes, if Flexible RA Product is specified in Section 3.2, and the Contract Quantity shall be either a Firm RA Product or a Contingent Firm RA Product, as specified in either Section 3.3 or 3.4 (the "Product"). The Product does not confer to Buyer any right to the electrical output from the Units, other than the right to include the Designated RA Capacity associated with the Contract Quantity in RAR Showings, LAR Showings, and FCR Showings, as applicable, and any other capacity or resource adequacy markets or proceedings as specified in this Confirmation. Specifically, no energy or ancillary services associated with any Unit is required to be made available to Buyer as part of this Transaction and Buyer shall not be responsible for compensating Seller for Seller's commitments to the CAISO required by this Confirmation. Seller retains the right to sell pursuant to the Tariff any RA Capacity from a Unit that is in excess of that Unit's Contract Quantity and any RAR Attributes, LAR Attributes or FCR Attributes not otherwise transferred, conveyed, or sold to Buyer under this Confirmation.

3.1 <u>RAR and LAR Attributes</u>

Seller shall provide Buyer with the Designated RA Capacity of RAR Attributes and, if applicable, LAR Attributes from each Unit, as measured in MWs, in accordance with the terms and conditions of this Agreement.

3.2 ☐ Flexible RA Product

Seller shall provide Buyer with Designated RA Capacity of FCR Attributes from the Units in the amount of the applicable Contract Quantity.

3.3 ☐ Firm RA Product

Seller shall provide Buyer with Designated RA Capacity from the Units in the amount of the Contract Quantity. If the Units are not available to provide the full amount of the Contract Quantity for any reason other than Force Majeure, including without limitation any Outage or any adjustment of the RA Capacity of any Unit, pursuant to Section 4.4, then, Seller shall provide Buyer with Designated RA Capacity from one or more Replacement Units pursuant to Section 4.5 hereof. If Seller fails to provide Buyer with replacement Designated RA Capacity from Replacement Units pursuant to Section 4.5, then Seller shall be liable for damages and/or required to indemnify Buyer for penalties or fines pursuant to the terms of Sections 4.7 and 4.8 hereof.

3.4 ☒ Contingent Firm RA Product

Seller shall provide Buyer with Designated RA Capacity from the Units in the amount of the applicable Contract Quantity; provided, however, that if (i) the Units are not available to provide the full amount of the Contract Quantity due to Force Majeure, any Planned Outage or any reduction of the RA Capacity of any Unit, and (ii) Seller has given Buyer timely notice pursuant to Section 4.5, then, Seller may either reduce the Contract Quantity or provide Buyer with Designated RA Capacity from one or more Replacement Units pursuant to Section 4.5 hereof. If Seller fails to provide Buyer with any portion of the Designated RA Capacity for (x) a reason other than a Force Majeure, Planned Outage or reduction of the RA Capacity of any Unit, or (y) Seller failed to give Buyer timely notice pursuant to Section 4.5(a), then Seller shall be liable for damages and/or required to indemnify Buyer for penalties or fines pursuant to the terms of Sections 4.7 and 4.8 hereof.

4.
DELIVERY AND PAYMENT

4.1 Delivery Period

The Delivery Period shall be May 1-April 30,2023, inclusive. For the avoidance of doubt, nothing in this Agreement shall obligate Seller to provide any RA Capacity to Buyer for any period after the end of the Delivery Period.

4.2 Delivery Point

The Delivery Point for each Unit shall be the CAISO Control Area, and if applicable, the LAR region in which the Unit is electrically interconnected.

4.3 Contract Quantity

The Contract Quantity for each Monthly Delivery Period shall be:

Contract Quantity (MWs)

Contract Month/Year	RAR Contract Quantity (MWs)
[redacted]	

4.4 Adjustments to Contract Quantity

(a) Planned Outages: Seller's obligation to deliver the Contract Quantity for any Showing Month may be reduced at Seller's option if any portion of the Unit is scheduled for a Planned Outage during the applicable Showing Month; provided, Seller notifies Buyer, no later than ten (10) Business Days before the relevant deadlines for the corresponding RAR Showings, LAR Showings and/or FCR Showings applicable to that Showing Month, of the amount of Product from the Unit Buyer is permitted to include in Buyer's RAR Showings, LAR Showings, and/or FCR Showings applicable to that month as a result of such Planned Outage.

If Seller is unable to provide the applicable Contract Quantity for a Showing Month because of a Planned Outage of a Unit, Seller has the option, but not the obligation, to provide Product for such Showing Month from Replacement Units, provided, Seller provides and identifies such Replacement Units in accordance with Section 4.5. If Seller chooses not to provide Product from Replacement Units and a Unit is on a Planned Outage for the applicable Showing Month, then, the Contract Quantity shall be revised in accordance with any applicable adjustments stipulated by the CPUC Filing Guide or CAISO Tariff in effect for the applicable Showing Month in which the Planned Outage occurs.

(b) Reductions in Unit NQC: If Product is both (i) Generic RA Product, and (ii) Contingent Firm RA Product specified under Section 3.4, then Seller's obligation to deliver the applicable Contract Quantity for any Showing Month may also be reduced if the Unit experiences a reduction in RA Capacity as determined by the CAISO. Seller's potential reduction in Contract Quantity for each remaining Showing Month shall equal the product of (a) the applicable Showing Month Contract Quantity and (b) the total amount (in MW) that the RA Capacity was reduced since the Confirmation Effective Date, divided by (c) Unit NQC as of the Confirmation Effective Date. If the Unit experiences such a reduction in RA Capacity, then Seller has the option, but not the obligation, to provide the applicable Contract Quantity for such Showing Month from (i) the same Unit, provided the Unit has sufficient remaining and available Product and/or (ii) from Replacement Units, provided, that in each case Seller provides and identifies such Replacement Units in accordance with Section 4.5.

(c) Reductions in Unit EFC: If Product is both (i) Flexible RA Product specified under Section 3.2, and (ii) Contingent Firm RA Product specified under Section 3.4, then Seller's obligation to deliver the applicable Contract Quantity of Product for any Showing Month may also be reduced if the Unit experiences a reduction in Unit EFC as determined by the CAISO. Seller's potential reduction in Contract Quantity for each remaining Showing Month shall equal the product of (a) the applicable Showing Month Contract Quantity and (b) the total amount (in MW) Unit EFC was reduced since Confirmation Effective Date, divided by (c) Unit EFC as of the Confirmation Effective Date. If the Unit experiences such a reduction in Unit EFC, then Seller has the option, but not the obligation, to provide the applicable Contract Quantity for such Showing Month from (i) the same Unit, provided the Unit has sufficient remaining and available Product and/or (ii) from Replacement Units, provided, that in each case Seller provides and identifies such Replacement Units in accordance with Section 4.5.

(d) UCAP: If during the Delivery Period the CAISO or the CPUC either (i) replaces Unit NQC as the value utilized to measure the qualifying capacity of a Unit with a successor value such as unforced capacity (UCAP) or (ii) utilizes such successor value as a supplemental means of measuring the qualifying capacity of a Unit together with Unit NQC, then from and after such replacement Seller will convey the equivalent amount of qualifying capacity of such Unit on a pro rata basis (i.e. following such replacement, Seller's delivery obligation will be obtained by calculating the product of (i) the Contract Quantity divided by the Unit NQC, multiplied by (ii) the Unit's overall qualifying capacity (in MW) as measured by such new method of measuring a Unit's qualifying capacity).

(e) Force Majeure: Seller's obligation to deliver the applicable Contract Quantity for any Showing Month may also be reduced at Seller's option if the Unit or transmission to the Delivery Point is affected by Force Majeure. If Seller is unable to provide the applicable Contract Quantity for a Showing Month because of Force Majeure, Seller has the option, but not the obligation, to provide Alternate Capacity for such Showing Month from Replacement Units, provided, that in each case Seller provides and identifies such Replacement Units in accordance with Section 4.5. For purposes of this Confirmation, Seller may apportion the effects of a Force Majeure among Buyer and Seller's other customers purchasing substantially the same product from the Unit on a pro rata basis or such other basis as Seller reasonably determines to be equitable.

4.5 Alternate Capacity and Replacement Units

(a) If Seller is unable to provide the full Contract Quantity for any Showing Month for any reason, including, without limitation, due to one of the reasons specified in Section 4.4, or Seller desires to provide the Contract Quantity for any Showing Month from a different generating unit other than the Unit, then Seller may, at no cost to Buyer, provide Buyer with Alternate Capacity from one or more Replacement Units, with the total amount of Product provided to Buyer from the Unit and Replacement Units up to an amount equal to the Contract Quantity for the applicable Showing Month; provided that in each case, Seller shall notify Buyer of its intent (i) not to provide or (ii) to provide Alternative Capacity and identify Replacement Units meeting the above requirements no later than ten (10) Business Days before that Showing Month's applicable deadlines for Buyer's RAR Showings, LAR Showings, and/or FCR Showings. If Seller notifies Buyer in writing as to the particular Replacement Units and such Units meet the requirements of this Section 4.5, then such Replacement Units shall be automatically deemed a Unit for purposes of this Confirmation for that Showing Month.

(b) With respect to a Contingent Firm RA Product, if Seller does not provide Alternate Capacity in an amount equal to the Contract Quantity for that Showing Month, then Buyer may, but shall not be required to, purchase replacement Product. Seller shall not be liable for damages and/or required to indemnify Buyer for penalties or fines pursuant to the terms of Sections 4.7 and 4.8 hereof if the failure to deliver the full Contract Quantity is due to Force Majeure, any Planned Outage or any reduction of the RA Capacity of any Unit and Seller notified Buyer, no later than ten (10) Business Days before that Showing Month's relevant deadlines for Buyer's RAR Showings, LAR Showings, and/or FCR Showings, as applicable, of Seller's intent not to provide Alternate Capacity in an amount equal to the Contract Quantity of that Showing Month.

4.6 Delivery of Product

Seller shall provide Buyer with the Designated RA Capacity of Product for each Showing Month consistent with the following:

(a) Seller shall, on a timely basis, submit, or cause the Unit's SC to submit, Supply Plans to identify and confirm the Designated RA Capacity provided to Buyer for each Showing Month so that the total amount of Designated RA Capacity identified and confirmed for such Showing Month equals the Designated RA Capacity, unless specifically requested not to do so by Buyer.

(b) Seller shall cause the Unit's Scheduling Coordinator to submit written notification to Buyer, no later than ten (10) Business Days before the applicable RAR Showings, LAR Showings and/or FCR Showings deadlines for each Showing Month, that Buyer will be credited with the Designated RA Capacity for such Showing Month in the Unit's Scheduling Coordinator Supply Plan so that the Designated RA Capacity credited equals the Designated RA Capacity for such Showing Month.

4.7 Damages for Failure to Provide Designated RA Capacity

If Seller fails to provide Buyer with the Designated RA Capacity of Product for any Showing Month then the following shall apply:

(a) Buyer may, but shall not be required to, replace any portion of the Designated RA Capacity not provided by Seller with capacity having equivalent RAR Attributes, LAR Attributes and/or FCR Attributes as the Designated RA Capacity not provided by Seller, provided, that, if any portion of the Designated RA Capacity that Buyer is seeking to replace is Designated RA Capacity having RAR Attributes and no LAR Attributes (such capacity shall also include FCR Attributes if this is a Flexible Capacity Product) and no such RAR capacity is available, then Buyer may replace such portion of the Designated RA Capacity with other capacity having RAR Attributes and LAR Attributes (as well as FCR Attributes if this is a Flexible Capacity Product) ("Replacement Capacity"). Such Replacement Capacity may be provided by CAISO to Buyer pursuant to the Tariff. Buyer may enter into purchase transactions with one or more parties to replace any portion of Designated RA Capacity not provided by Seller. Additionally, Buyer may enter into one or more arrangements to repurchase its obligation to sell and deliver capacity to another party and, to the extent such transactions are done at prevailing market prices, such arrangements shall be considered equivalent to the procurement of Replacement Capacity. Buyer shall use commercially reasonable efforts to minimize damages when procuring any Replacement Capacity. There shall be no change to the payments owed by Buyer for any reductions to the Capacity Attributes solely as the result of the implementation of Effective Load Carrying Capability (ELCC), unforced capacity (UCAP), or any similar regulatory adjustments.

(b) Seller shall pay to Buyer at the time set forth in Section 9 of the Master Agreement, the following damages in lieu of damages specified in Section 21 of the Master Agreement: an amount equal to the positive difference, if any, between (i) the sum of (A) the actual cost paid by Buyer for any Replacement Capacity, plus (B) each Capacity Replacement Price times the amount of the Designated RA Capacity neither provided by Seller nor purchased by Buyer pursuant to Section 4.7(a), and (ii) the Designated RA Capacity not provided for the applicable Showing Month times the Contract Price for that month. If Seller fails to pay these damages, then

Buyer may offset those damages owed it against any future amounts it may owe to Seller under this Confirmation pursuant to Section 28 of the Master Agreement.

4.8 Indemnities for Failure to Deliver Contract Quantity

Seller agrees to indemnify, defend and hold harmless Buyer from any penalties, fines or costs assessed against Buyer by the CPUC or the CAISO, resulting from any of the following:

(a) Seller's failure to provide any portion of the Designated RA Capacity;

(b) Seller's failure to provide notice of the non-availability of any portion of Designated RA Capacity as required under Section 4.4;

(c) A Unit Scheduling Coordinator's failure to timely submit accurate Supply Plans that identify Buyer's right to the Designated RA Capacity purchased hereunder; or

(d) A Unit Scheduling Coordinator's failure to submit Supply Plans that identify Buyer's right to the Designated RA Capacity purchased hereunder.

With respect to the foregoing, the Parties shall use commercially reasonable efforts to minimize such penalties, fines and costs; provided, that in no event shall Buyer be required to use or change its utilization of its owned or controlled assets or market positions to minimize these penalties and fines. If Seller fails to pay the foregoing penalties, fines or costs, or fails to reimburse Buyer for those penalties, fines or costs, then Buyer may offset those penalties, fines or costs against any future amounts it may owe to Seller under this Confirmation.

4.9 Monthly RA Capacity Payment

In accordance with the terms of Section 9 of the Master Agreement, Buyer shall make a Monthly RA Capacity Payment to Seller, in arrears after the applicable Showing Month. The Monthly RA Capacity Payment shall be equal to the product of (a) the applicable Contract Price for that Monthly Delivery Period, (b) the Designated RA Capacity for the Monthly Delivery Period, and (c) 1,000; provided, however, that the Monthly RA Capacity Payment shall be adjusted to reflect any portion of the Designated RA Capacity for the Showing Month that was not delivered in accordance with Section 4.6 for such Showing Month. The final product of this Monthly RA Capacity Payment calculation shall be rounded to the nearest penny (i.e., two decimal places).

RA CAPACITY PRICE TABLE

Contract Month/Year	RA Capacity Price ($/kW-month)
[redacted]	

4.10 Allocation of Other Payments and Costs

Seller may retain any revenues it may receive from the CAISO or any other third party with respect to any Unit for (a) start-up, shut-down, and minimum load costs, (b) capacity revenue for ancillary services, (c) energy sales and flexible product sales, (d) any revenues for black start or reactive power services, or (e) the sale of the unit-contingent call rights on the generation capacity of the Unit to provide energy to a third party, so long as such rights do not confer on such third party the right to claim any portion of the RA Capacity sold hereunder in order to make an RAR Showing, LAR Showing, FCR Showing, or any similar capacity or resource adequacy showing with the CAISO or CPUC. Buyer acknowledges and agrees that all Availability Incentive Payments are for the benefit of Seller and for Seller's account, and that Seller shall receive, retain, or be entitled to receive all credits, payments, and revenues, if any, resulting from Seller achieving or exceeding Availability Standards. The Parties acknowledge and agree that any Non-Availability Charges are the responsibility of Seller, and for Seller's account and Seller shall be responsible for all fees, charges, or penalties, if any, resulting from Seller failing to achieve Availability Standards. However, Buyer shall be entitled to receive and retain all revenues associated with the Designated RA Capacity of any Unit during the Delivery Period (including any capacity or availability revenues from RMR Agreements for any Unit, Reliability Compensation Services Tariff, and Residual Unit Commitment capacity payments, but excluding payments described in clauses (a) through (c) above). In accordance with Section 4.9 of this Confirmation and Section 9 of the Master Agreement, all such revenues received by Seller, or a Unit's SC, owner, or operator shall be remitted to Buyer, and Seller shall indemnify Buyer for any such revenues that Buyer does not receive, and Seller shall pay such revenues to Buyer if the Unit's SC, owner, or operator fails to remit those revenues to Buyer. If Seller fails to pay such revenues to Buyer, Buyer may offset any amounts owing to it for such revenues against any future amounts it may owe to Seller under this Confirmation.

5.
CAISO OFFER REQUIREMENTS

During the Delivery Period, except to the extent any Unit is in an Outage, or is affected by an event of Force Majeure that results in a partial or full Outage of that Unit, Seller shall either schedule or cause the Unit's Scheduling Coordinator to schedule with, or make available to, the CAISO each Unit's Designated RA Capacity in compliance with the Tariff, and shall perform all, or cause the Unit's Scheduling Coordinator, owner, or operator, as applicable, to perform all obligations under the Tariff that are associated with the sale of Designated RA Capacity hereunder. Buyer shall have no liability for the failure of Seller or the failure of any Unit's Scheduling Coordinator, owner, or operator to comply with such Tariff provisions, including any penalties or fines imposed on Seller or the Unit's Scheduling Coordinator, owner, or operator for such noncompliance.

6.
GENERAL REPRESENTATIONS AND WARRANTIES

In addition to the representations and warranties contained in Section 37 of the Master Agreement, each of Buyer and Seller represents and warrants to the other party that, as of the Effective Date:

(a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation;

(b) it has all contractual, governmental, regulatory and legal authorizations necessary for it to legally perform its obligations under this Confirmation;

(c) the execution, delivery and performance of this Confirmation are within its powers, and have been duly authorized by all necessary action;

(d) this Confirmation and each other document executed and delivered in accordance with this Confirmation constitutes its legally valid and binding obligation enforceable against it in accordance with its terms, subject to any bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally, and with regard to equitable remedies, the discretion of the court before which proceedings to obtain same may be pending;

(e) it is acting for its own account, has made its own independent decision to enter into this Confirmation and as to whether this Confirmation is appropriate or proper for it based upon its own judgment, is not relying upon the advice or recommendations of the other Party in doing so, and is capable of assessing the merits of and understanding, and understands and accepts, the terms and conditions and risks of this Confirmation; and

(f) with respect to the Master Agreement and this Confirmation, the obligations to make payments hereunder do not constitute or create any kind of lien on, or security interest in, any property or revenues of Buyer.

7.
OTHER BUYER AND SELLER COVENANTS

7.1. Buyer and Seller shall, throughout the Delivery Period, take all commercially reasonable actions and execute any and all documents or instruments reasonably necessary to ensure Buyer's right to the use of the Contract Quantity for the sole benefit of Buyer's RAR, LAR and/or FCR, as applicable. Such commercially reasonable actions (neither Party shall be required to spend more than $10,000 in total under the Agreement in support of such actions) shall include, without limitation:

(a) Cooperating with and providing, and in the case of Seller causing each Unit's Scheduling Coordinator, owner, or operator to cooperate with and provide requested supporting documentation to the CAISO, the CPUC, or any other Governmental Body responsible for administering RAR, LAR and/or FCR under Applicable Laws, to certify or qualify the Contract Quantity as RA Capacity and Designated RA Capacity. Such actions shall include, without limitation, providing information requested by the CAISO, the CPUC, or by an LRA having jurisdiction, to demonstrate for each month of the Delivery Period the ability to deliver the Contract Quantity from each Unit to the CAISO Controlled Grid for the minimum hours required to qualify as RA Capacity, and providing information requested by the CPUC, the CAISO or other Governmental Body having jurisdiction to administer RAR, LAR or FCR to demonstrate that the Contract Quantity can be delivered to the CAISO Controlled Grid, pursuant to "deliverability" standards established by the CAISO, or other Governmental Body having jurisdiction to administer RAR, LAR and/or FCR; and

(b) Negotiating in good faith to make necessary amendments, if any, to this Confirmation to conform this Transaction to changes in Applicable Law or clarifications, revisions, or decisions rendered by the CPUC, CAISO, FERC, or other Governmental Body having jurisdiction to administer RAR, LAR and FCR, in each case occurring after the Confirmation Effective Date, so as to maintain the purpose of the benefits of the bargain struck by the Parties on the Confirmation Effective Date, provided that Seller shall not be required to incur any third party costs or agree to any material modifications to this Agreement.

7.2 Seller represents, warrants and covenants to Buyer that, throughout the Delivery Period:

(a) Seller owns or has the exclusive right to the RA Capacity sold under this Confirmation from each Unit, and shall furnish Buyer, CAISO, CPUC or other jurisdictional LRA, or other Governmental Body with such evidence as may reasonably be requested to demonstrate such ownership or exclusive right;

(b) No portion of the Contract Quantity has been committed by Seller to any third party in order to satisfy RAR, LAR, FCR or such analogous capacity obligations in CAISO markets, other than pursuant to an RMR Agreement between the CAISO and either Seller or the Unit's owner or operator;

(c) No portion of the Contract Quantity has been committed by Seller in order to satisfy RAR, LAR, FCR, or analogous capacity obligations in any non-CAISO market;

(d) Each Unit is connected to the CAISO Controlled Grid, is within the CAISO Control Area, or is under the control of CAISO.

(e) The owner or operator of each Unit is obligated to maintain and operate each Unit using Good Utility Practice and, if applicable, General Order 167 as outlined by the CPUC in the Enforcement of Maintenance and Operation Standards for Electric Generating Facilities Adopted May 6, 2004, and is obligated to abide by all Applicable Laws in operating such Unit; provided, that the owner or operator of any Unit is not required to undertake capital improvements, facility enhancements, or the construction of new facilities;

(f) The owner or operator of each Unit is obligated to comply with Applicable Laws, including the Tariff, relating to RA Capacity and, as applicable, RAR, LAR and/or FCR;

(g) If Seller is the owner of any Unit, the respective cumulative sums of LAR Attributes, RAR Attributes, and FCR Attributes that Seller has sold, assigned or transferred for any Unit does not exceed that Unit's RA Capacity;

(h) With respect to the RA Capacity provided under this Confirmation, Seller shall, and each Unit's SC is obligated to, comply with Applicable Laws, including the Tariff, relating to RA Capacity, and RAR, LAR and FCR;

(i) Seller has notified the SC of each Unit that Seller has transferred the Designated RA Capacity to Buyer, and the SC is obligated to deliver the Supply Plans in accordance with the Tariff;

(j) Seller has notified the SC of each Unit that Seller is obligated to cause each Unit's SC to provide to Buyer, at least five (5) Business Days before the relevant deadline for each RAR Showing, LAR Showing, and/or FCR Showing, as applicable, the Designated RA Capacity of each Unit that is to be submitted in the Supply Plan associated with this Agreement for the applicable period; and

(k) Seller has notified each Unit's SC that Buyer is entitled to the revenues set forth in Section 4.10 of this Confirmation, and such SC is obligated to promptly deliver those revenues to Buyer, along with appropriate documentation supporting the amount of those revenues.

8.
CONFIDENTIALITY

Notwithstanding Section 30.1 of the Master Agreement, the Parties agree that Buyer may disclose the Designated RA Capacity under this Transaction to any Governmental Body, the CPUC, the CAISO or any LRA having jurisdiction in order to support its LAR Showings, RAR Showings, and/or FCR Showings, as applicable, and Seller may disclose the transfer of the Designated RA Capacity under this Transaction to the SC of each Unit in order for such SC to timely submit accurate Supply Plans.

9.
BUYER'S RE-SALE OF PRODUCT

Buyer may re-sell all or a portion of the Product hereunder; provided, however, that (i) any Subsequent Buyer assumes all of Buyer's obligations and liabilities hereunder, and (ii) any such re-sale does not increase Seller's obligations or liabilities hereunder.

10.
MARKET BASED RATE AUTHORITY

Seller agrees, in accordance with Federal Energy Regulatory Commission (FERC) Order No. 697, to, upon reasonable request of Buyer, submit a letter of concurrence in support of any affirmative statement by Buyer that this contractual arrangement does not transfer "ownership or control of generation capacity" from Seller to Buyer as the term "ownership or control of generation capacity" is used in 18 CFR Section 35.42. Seller also agrees that it will not, in filings, if any, made subject to Order Nos. 652 and 697, claim that this contractual arrangement conveys ownership or control of generation capacity from Seller to Buyer.

11.
CHANGE IN LAW

If any action by the CPUC, CAISO or any Governmental Body having jurisdiction, or any change in Applicable Laws, occurring after the Confirmation Effective Date results in (i) material changes to Buyer's or Seller's obligations with regard to the Products sold hereunder, (ii) has the effect of changing the transfer and sale procedure set forth in this Confirmation so that the performance of this Confirmation becomes impracticable, or (iii) changes the Resource Adequacy Requirements such that the Product can no longer be counted towards Buyer's Resource Adequacy Requirements (a "Change in Law"), the Parties shall work in good faith to revise this Confirmation so that the Parties can continue to perform their obligations regarding the purchase and sale of the Product sold hereunder in a manner that best maintains their respective original intentions.

12.
CHANGE IN RA REQUIREMENTS

If, after the Confirmation Effective Date, the CAISO or the CPUC (a) replaces NQC as the value utilized to measure the qualifying capacity of a Unit described in Section 2 that can be applied toward compliance with RAR, or (b) otherwise changes the methodology for calculating the Unit NQC or the applicable successor value such that the Unit NQC or applicable successor value of a Unit described in Section 2 would be reduced (each a "Change in RA Requirements"), then from and after each such Change in RA Requirements (i) Seller will provide notice to Buyer stating the equivalent amount of qualifying capacity of a Unit described in Section 2 that can be applied toward compliance with RAR following the Change in RA Requirements (the "Compliance Adjusted Unit NQC"), and (ii) Seller will be excused from delivering the portion of the Quantity equal to the difference between the Unit NQC as calculated under the CPUC and CAISO resource adequacy counting rules as of the Confirmation Effective Date, minus the Compliance Adjusted Unit NQC applicable after the Change in RA Requirements.

13.

MASTER AGREEMENT AMENDMENTS

For purposes of this Transaction only, the Master Agreement shall be amended as follows:

(a) Section 22.1 of the Master Agreement is modified by inserting the following new text at the end thereof:

"(f) the failure of the Defaulting Party to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default, and except for such Party's obligations to deliver or receive the quantities of capacity and/or energy due under this Agreement, the exclusive remedy for which is provided in Section 21.3) if such failure is not remedied within ten (10) Business Days after written notice;

(g) the failure of the Defaulting Party to pay its debts generally as they become due or the Defaulting Party's admission in a writing that is unable to generally pay its debts as they become due;

(h) the institution, by the Defaulting Party, of a general assignment for the benefit of its creditors; or

(i) the application for, consent to, or acquiescence to, by the Defaulting Party, the appointment of a receiver, custodian, trustee, liquidator, or similar official for all or a substantial portion of its assets."

(b) Section 22.2(b) of the Master Agreement is amended by inserting in Section 22.2, "and is continuing" after "Event of Default occurs" in the first line thereof and deleting the second sentence therein.

(c) Section 22.3 of the Master Agreement is amended by:

1) In Section 22.3(b), replacing the second sentence thereof with "The "Present Value Rate" shall be determined by the Non-Defaulting Party in a commercially reasonable manner.";

2) In Section 22.3(c), deleting the third sentence thereof and replacing it with the following: "If the Non-Defaulting Party's aggregate Gains exceeds its aggregate Losses and Costs, if any, resulting from the termination of this Agreement, the Termination Payment for all such Terminated Transactions shall be zero, notwithstanding any provision in this Section in this Confirmation or Agreement to the contrary."

3) In Section 22.3 (d), replacing "this Agreement and any Confirmation" in the third line thereof with "any other agreements, instruments or undertakings between the Defaulting Party and the Non-Defaulting Party";

4) In Section 22.3(e), delete the entire provision (including subsections) and replace it with the following: "[intentionally omitted]";

5) In Section 22.3(f), delete the entire provision and replace with the following:

"If the Defaulting Party disagrees with the calculation of the Termination Payment and the Parties cannot otherwise resolve their differences and provided that Defaulting Party has paid the undisputed part of the Termination Payment to the Non-Defaulting Party as provided under Section 22.3(c), and that any amounts disputed by the Defaulting Party are disputed in good faith, then the Defaulting Party may submit the calculation issue to Dispute Resolution pursuant to Section 34."

(d) Section 24 of the Master Agreement is deleted and replaced with the following:

"This Master Agreement and any Confirmation 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."

(e) The netting provisions of Section 28, NETTING, of the Master Agreement shall apply to the transaction covered by this Confirmation as if Buyer and Seller had both executed Exhibit A, NETTING, to the Master Agreement. Both Parties intend for the netting provisions of Exhibit A to the Master Agreement to be effective on the Confirmation Effective Date.

(f) Section 30.1 of the Master Agreement is amended by inserting "or requested" after the word "required" in Section 30.1(4) and by adding the following at the end of the first sentence: "; or (8) to the Party's and such Party's affiliates' lenders, counsel, accountants, advisors and agents who have a need to know such information and have agreed to keep such terms confidential".

(g) Subsections 34.1 and 34.2 of the Master Agreement are hereby deleted and replaced with the following:

"34.1 WAIVER OF JURY TRIAL

EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER BASED IN CONTRACT, TORT OR ANY OTHER THEORY) AND HEREBY (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (ii) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION."

"34.2 EXCLUSIVE JURISDICTION

EACH PARTY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED IN SAN FRANCISCO, CALIFORNIA, FOR ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY TRANSACTION, AND EXPRESSLY WAIVES ANY OBJECTION IT MAY HAVE TO SUCH JURISDICTION OR THE CONVENIENCE OF SUCH FORUM."

(h) The phrase "arbitration or" is hereby deleted from the first line of Section 34.4.

(i) The following shall be inserted as a new Section 34.5; PROVIDED, HOWEVER, THAT THE FOLLOWING NEW SECTION 34.5 SHALL NOT LIMIT BUYER'S RIGHT TO RECOVER FROM SELLER, OR SELLER'S OBLIGATION TO PAY BUYER, ANY AND ALL AMOUNTS OWED UNDER SECTION 4.8 OF THIS CONFIRMATION, INCLUDING PENALTIES AS SPECIFIED THEREIN:

"34.5 LIMITATION OF DAMAGES. EXCEPT AS OTHERWISE SPECIFIED IN ANY CONFIRMATION, FOR BREACH OF ANY PROVISION OF THIS CONFIRMATION AGREEMENT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, THE EXPRESS REMEDY OR MEASURE OF DAMAGES PROVIDED IS THE SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT AND THE AGREEMENT FOR THE

BREACH, LIABILITY FOR THE BREACH IS LIMITED AS SET FORTH IN THE PROVISION AND ALL OTHER REMEDIES FOR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. EXCEPT AS OTHERWISE SPECIFIED IN ANY CONFIRMATION, IF NO EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT FOR A PARTICULAR BREACH, LIABILITY FOR THE BREACH IS LIMITED TO DIRECT DAMAGES ONLY, THE DIRECT DAMAGES ARE THE SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT FOR THE BREACH, AND ALL OTHER REMEDIES FOR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. EXCEPT AS OTHERWISE SPECIFIED IN ANY CONFIRMATION, NEITHER PARTY IS LIABLE FOR ANY OTHER TYPE OF DAMAGE, INCLUDING INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OF ANY NATURE (INCLUDING DAMAGES ASSOCIATED WITH LOST PROFITS, BUSINESS INTERRUPTION AND LOSS OF GOODWILL) ARISING AT ANY TIME, WHETHER IN TORT (INCLUDING THE SOLE OR CONTRIBUTORY NEGLIGENCE OF EITHER PARTY OR ANY RELATED PERSON), WARRANTY, STRICT LIABILITY, CONTRACT OR STATUTE, UNDER ANY INDEMNITY PROVISION, OR OTHERWISE."

(j) Section 37 of the Master Agreement is amended by inserting the following in the beginning of the section: "On the date of entering into this Confirmation,".

(k) Section 41 "Witness" of the Master Agreement shall become Section 42 and the following "Standard of Review" Section substituted in its place:

"The Parties agree as follows:

For purposes of this Section, the term "Transaction" means a specific sale and purchase, or an option for sale and purchase, of capacity and/or energy to be supplied by one Party to the other Party. From the date of entering into a Transaction under this Master Agreement and throughout the term of such Transaction, the Parties each warrant and covenant as follows:

(i) Absent the agreement of all Parties to the proposed change, the standard of review for changes to any section of this Master Agreement (including all Transactions and/or Confirmations) specifying the rate(s) or other material economic terms and conditions agreed to by the Parties herein, whether proposed by a Party, a non-party or FERC acting sua sponte, 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)(the "Mobile-Sierra" doctrine) and clarified in Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish, 554 U.S. 527 (2008) and NRG Power Marketing LLC v. Maine Pub. Util. Comm'n, 558 U.S. 165 (2010).

(ii) The Parties, for themselves and their successors and assigns, (i) agree that this "public interest" standard shall apply to any proposed changes in any other documents, instruments or other agreements executed or entered into by the Parties in connection with this Master Agreement and (ii) hereby expressly and irrevocably waive any rights they can or may have to the application of any other standard of review, including the "just and reasonable" standard."

[SIGNATURE PAGE FOLLOWS]

ACKNOWLEDGED AND AGREED TO AS OF THE CONFIRMATION EFFECTIVE DATE

Chevron Power Holdings Inc.	**Silicon Valley Clean Energy Authority**
By:	DocuSigned by: Girish Balachandran 5CA64B9AC4C24C3 By:
Name: Brenda McNew	Name: Girish Balachandran
Title: Regulatory Officer	Title: Chief Executive Officer

WSPP RESOURCE ADEQUACY CONFIRMATION

This Confirmation confirms the transaction between Orange County Power Authority, a California joint powers authority ("Seller") and Silicon Valley Clean Energy, a California joint powers authority ("Purchaser"), and each individually a "Party" and together the "Parties", dated as of November , 2022 (the "Effective Date"), by which Seller agrees to sell and deliver, and Purchaser agrees to purchase and receive, the Product (the "Transaction"). This Transaction is governed by the WSPP Agreement dated August 26, 2022 (the "WSPP Agreement"). The WSPP Agreement and this Confirmation, including any applicable appendices, exhibits or amendments thereto, shall be collectively referred to herein as the "Agreement" and will constitute a single agreement between the Parties with respect to the Transaction. Capitalized terms not otherwise defined in this Confirmation or the WSPP Agreement are defined in the Tariff.

ARTICLE 1
TRANSACTION TERMS

Product, Delivery Period, Contract Quantity, Contract Price and other specifics of the Product are in Appendix B. Appendices A, B, C, and D are incorporated into this Confirmation.

☐ Firm RA Product:

Seller shall provide Purchaser with the Product from the Unit in the amount of the Contract Quantity. If the Unit is not available to provide the full amount of the Contract Quantity for any reason, then Seller shall have the option to supply Alternate Capacity pursuant to Section 2.3 to fulfill the remainder of the Contract Quantity during such period. If Seller fails to provide Purchaser with the Contract Quantity and has failed to supply Alternate Capacity to fulfill the remainder of the Contract Quantity during such period, then Seller shall be liable for damages and/or required to indemnify Purchaser for penalties or fines pursuant to the terms of Section 2.5.

☒ Contingent Firm RA Product:

Seller shall provide Purchaser with Product from the Unit in the amount of the Contract Quantity. If the Unit is not available to provide the full amount of the Contract Quantity as a result of any reduction of the Contract Quantity of the Unit in accordance with Section 2.2, Seller shall have the option to notify Purchaser that either (a) Seller will not provide the portion of the Contract Quantity attributable to such reduction during the period of such non-availability; or (b) Seller will supply Alternate Capacity to fulfill the remainder of the Contract Quantity during such period pursuant to Section 2.3. If the Unit is not available to provide the full amount of the Contract Quantity as a result of any reason other than as provided in Section 2.2, then Seller shall have the option to supply Alternate Capacity pursuant to Section 2.3 to fulfill the remainder of the Contract Quantity during such period. If Seller fails to provide Purchaser with the Expected Contract Quantity from the Unit and has failed to supply Alternate Capacity to fulfill the remainder of the Expected Contract Quantity during such period, then Seller shall be liable for damages and/or required to indemnify Purchaser for penalties or fines pursuant to the terms of Section 2.5.

ARTICLE 2
DELIVERY OBLIGATIONS AND ADJUSTMENTS

2.1 Sale and Delivery of Product

(a) For each Showing Month of the Delivery Period, Seller shall sell and deliver to Purchaser, and Purchaser shall purchase and receive from Seller, the Expected Contract Quantity of the Product from the Shown Unit(s).

(b) Seller shall deliver the Expected Contract Quantity by submitting to CAISO in its Supply Plan the Shown Unit(s) and the characteristics of the Shown Unit(s) and Product for Purchaser, as further specified in Appendix B, all in compliance with this Confirmation.

(c) Seller shall cause all Supply Plans to meet and be filed in conformance with the requirements of the CPUC and the Tariff. Seller shall submit, or cause the Shown Unit's SC to submit, on a timely basis with respect to each applicable Showing Month, Supply Plans in accordance with the Tariff and CPUC requirements to identify and confirm the Product delivered to Purchaser for each Showing Month of the Delivery Period. The total amount of Product identified and confirmed for such Showing Month shall equal the Expected Contract Quantity.

(d) Seller shall sell and deliver Product from a Shown Unit that meets the requirements set forth in Appendix B, including the Resource Category and, if applicable, the Flexible Capacity Category. In no event shall a Shown Unit utilize coal or coal materials as a source of fuel. A Shown Unit must be a specific resource that is connected directly to the CAISO controlled grid or be under the operational control of CAISO. A Shown Unit may not be an unspecified import. Seller shall identify the Shown Unit(s) and Expected Contract Quantity by providing Purchaser with the specific information contemplated in Appendix B no later than the Notification Deadline for the relevant Showing Month.

(e) If CAISO rejects either the Supply Plan or the Resource Adequacy Plan with respect to any part of the Expected Contract Quantity for the Shown Unit(s) in any Showing Month, the Parties shall confer, make such corrections as are necessary for acceptance, and resubmit the corrected Supply Plan or Resource Adequacy Plan for validation before the applicable deadline for the Showing Month.

(f) The Product is delivered and received when the CIRA Tool shows that the Supply Plan submitted in compliance with Purchaser's instructions, including Purchaser's instructions to withhold all or part of the Expected Contract Quantity from Seller's Supply Plan for any Showing Month during the Delivery Period, has been accepted for the Product from the Shown Unit(s) by CAISO. Seller has failed to deliver the Product if (i) Purchaser has elected to submit the Product from the Shown Unit in its Resource Adequacy Plan and such submission is accepted by the CPUC and the CAISO but the Supply Plan and Resource Adequacy Plan are not matched in the

CIRA Tool and are rejected by CAISO notwithstanding performance of Section 2.1(e) or (ii) Seller fails to submit the volume of Expected Contract Quantity for any Showing Month in such amount as instructed by Purchaser for the applicable Showing Month. Seller will not have failed to deliver the Expected Contract Quantity if Purchaser fails or chooses not to submit the Shown Unit(s) and the Product in its Resource Adequacy Plan with the CPUC or CAISO.

(g) The Shown Unit(s) must not have characteristics that would trigger the need for Purchaser or Seller to file an advice letter or other request for authorization with the CPUC or for Purchaser to make a compliance filing pursuant to California Public Utilities Code Section 380.

2.2 Reductions in Contract Quantity

(a) If Seller is providing Contingent Firm RA Product, Seller's obligation to deliver the Contract Quantity for each Showing Month may be reduced at Seller's option by the amount of any Planned Outages which exist with respect to any portion of the Unit during the applicable Showing Month; provided, (i) Seller notifies Purchaser by the Notification Deadline applicable to that Showing Month of the amount of Product from the Unit that Purchaser may include in Purchaser's Compliance Showings applicable to that month as a result of such Planned Outage, and (ii) such reduction is able to be reflected on the Supply Plansin accordance with the Tariff.

(b) In the event Seller is unable to provide the Contract Quantity for any portion of a Showing Month because of a Planned Outage of a Unit, Seller has the option, but not the obligation, to provide Product for such portions of such Showing Month from Replacement Units, provided Seller provides and identifies such Replacement Units in accordance with Section 2.3.

2.3 Seller's Option To Provide Alternate Capacity

If Seller is unable to provide the full Contract Quantity for a Showing Month for any reason, including, without limitation, as provided in Section 2.2, or Seller desires to provide some or all of the Contract Quantity for any Showing Month from a different generating unit other than the Unit, then Seller may, at no cost to Purchaser, provide Purchaser with replacement Product from one or more replacement units having the same Capacity Attributes of the Unit(s) originally identified in Appendix B, including the same Resource Category and, if applicable, the Flexible Capacity Category (each such unit, a "Replacement Unit") in an amount such that the total amount of Product provided to Purchaser from the Unit and any Replacement Unit(s) for each Showing Month is not more than the Contract Quantity, provided that in each case:

(a) Seller shall notify Purchaser in writing of its intent to provide Alternate Capacity and shall identify the proposed Replacement Units from which such Alternate Capacity shall be provided no later than the Notification Deadline for Purchaser's Compliance Showings related to such Showing Month;

(b) The proposed Replacement Units must (i) be accepted by the CAISO, and (ii) otherwise satisfy the requirements of this Agreement;

(c) Seller shall, or shall cause the SC to submit a Supply Plan for each Showing Month and, if applicable, annual filing, no later than the Notification Deadline for Purchaser's Compliance Showings;

(d) If Seller does not comply with the requirements of Sections 2.3(a), (b) and (c) for the applicable Showing Month and, if applicable, annual filing, then any such Replacement Units shall not be deemed a Replacement Unit for purposes of this Confirmation for that Showing Month and Seller shall not receive payment for such Product; and

(e) The designation of any Replacement Unit(s) by Seller shall be subject to Purchaser's prior written approval, which shall not be unreasonably withheld.

Once Seller has identified in writing any Replacement Units that meet the requirements of this Section 2.3 and Purchaser has approved such Replacement Units as consistent with this Confirmation, then any such Replacement Units shall be deemed a Unit for purposes of this Confirmation for that Showing Month. Purchaser's approval of a Replacement Unit as to a given Showing Month shall not be construed as approval of such Replacement Unit for any subsequent Showing Month.

2.4 Planned Outages

As of the Confirmation Effective Date, Seller and Purchaser have agreed to all Planned Outages as specified in Appendix D ("Planned Outage Schedule") for all relevant Showing Months for the following calendar year, or until the end of the Delivery Period, whichever is shorter. Seller may provide Purchaser with proposed changes to the Planned Outage Schedule from time to time. Within ten (10) Business Days after Purchaser's receipt of any Seller proposed changes, Purchaser shall notify Seller in writing of any reasonable requests for modifications to such Seller proposed changes, and Seller shall, to the extent consistent with Prudent Operating Practice, accommodate Purchaser's requests regarding the timing of any Seller proposed changes to the Planned Outage Schedule.

2.5 Purchaser's Remedies for Seller's Failure to Deliver Expected Contract Quantity

(a) If Seller fails to deliver any part of the Expected Contract Quantity as required herein for any Showing Month, Seller shall be liable for damages pursuant to Section 21.3 of the WSPP Agreement, without reference to the word "hourly" therein.

(b) Seller shall indemnify, defend and hold harmless Purchaser from any penalties, fines or costs, assessed against Purchaser by the CPUC, CAISO or other Governmental Body resulting from Seller's failure to deliver the Product or a

Shown Unit's SC's failure to timely or accurately submit Supply Plans in accordance with the Tariff and this Confirmation. The Parties shall use commercially reasonable efforts to minimize such penalties, fines or costs; provided, that in no event will Purchaser be required to use or change its utilization of its owned or controlled assets or market positions to minimize these penalties, fines or costs. If Seller fails to pay the foregoing penalties, fines or costs, or fails to reimburse Purchaser for those penalties, fines or costs, then, without prejudice to its other rights and remedies, Purchaser may setoff and recoup those penalties, fines or costs against any future amounts it may owe to Seller under this Confirmation or the WSPP Agreement.

2.6 Purchaser's Re-Sale of Product

(a) Purchaser may re-sell all or part of the Product; provided that any such re-sale must not increase Seller's obligations hereunder other than as set forth in this Section 2.6(a). For any such a resale, the Resource Adequacy Plan of Purchaser as used herein will refer to the Resource Adequacy Plan of Subsequent Purchaser. Seller shall, or shall cause the Shown Unit's SC, to follow Purchaser's instructions with respect to providing such resold Product to Subsequent Purchasers, to the extent such instructions are consistent with Seller's obligations under this Confirmation. Seller shall, and shall cause the Shown Unit's SC, to take all commercially reasonable actions and execute all documents or instruments reasonably necessary to allow such Subsequent Purchasers to use such resold Product in a manner consistent with Purchaser's rights under this Confirmation. If Purchaser incurs any liability to a Subsequent Purchaser due to the failure of Seller or the Shown Unit's SC to comply with this Confirmation, Seller will be liable to Purchaser for the amounts Seller would have owed Purchaser under this Confirmation if Purchaser had not resold the Product.

(b) Purchaser shall notify Seller in writing of any resale of Product and the Subsequent Purchaser no later than two (2) Business Days before the Notification Deadline for each Showing Month for which Purchaser has resold the Product. Purchaser shall notify Seller of any subsequent changes or further resales no later than two (2) Business Days before the Notification Deadline for the Showing Month.

(c) If CAISO or CPUC develops a centralized capacity market, Purchaser will have exclusive rights to offer, bid, or otherwise submit the Expected Contract Quantity of Product for re-sale in such market, and Purchaser shall have the right to retain and receive all revenues from such re-sale.

ARTICLE 3
PAYMENTS

3.1 Payment

In accordance with the terms of Section 9 of the WSPP Agreement, Purchaser shall make a

Monthly RA Capacity Payment to Seller for each Unit, in arrears, after the applicable Showing Month ("Monthly RA Capacity Payment"). The Monthly RA Capacity Payment shall equal the product of (a) the applicable Contract Price for that Showing Month, (b) the Expected Contract Quantity for the Showing Month and (c) 1,000, rounded to the nearest penny (i.e., two decimal places); provided, however, that Purchaser shall be entitled to a subsequent invoice adjustment or refund to reflect any portion of Expected Contract Quantity for the Showing Month that was not delivered in accordance with Section 2.1 for such Showing Month.

3.2 Allocation of Other Payments and Costs

(a) Seller will receive any revenues from, and must pay all costs charged by, CAISO or any other third party with respect to the Shown Unit(s) for (i) start-up, shutdown, and minimum load costs, (ii) capacity for ancillary services, (iii) energy sales, (iv) flexible ramping product, or (v) black start or reactive power services. Purchaser must promptly report receipt of any such revenues to Seller. Purchaser must pay to Seller any such amounts described in this Section 3.2(a) received by Purchaser or a Subsequent Purchaser. Without prejudice to its other rights and remedies, Seller may setoff and recoup any such amounts that are not paid to it pursuant to this Section 3.2(a) against any amounts owed to Purchaser under the WSPP Agreement.

(b) Purchaser is to receive and retain all revenues associated with the Expected Contract Quantity of Product during the Delivery Period, including any capacity and availability revenues from the Capacity Procurement Mechanism, or its successor, RUC Availability Payments, or its successor, but excluding payments described in Section 3.2(a)(i)-(v) or 3.2(d). Seller shall promptly report receipt of any such revenues to Purchaser. Seller shall pay to Purchaser within thirty (30) days of receipt any such amounts received by Seller, or a Shown Unit's SC, owner, or operator. Without prejudice to its other rights, Purchaser may set off and recoup any such amounts that are not paid to it against amounts owed to Seller under the WSPP Agreement.

(c) If CAISO designates any part of the Contract Quantity as Capacity Procurement Mechanism Capacity, then Seller shall, or shall cause the Shown Unit's SC to, within one (1) Business Day of the time Seller receives notification from CAISO, notify Purchaser and not accept any such designation by CAISO unless and until Purchaser has agreed to accept such designation.

(d) Any Availability Incentive Payments or Non-Availability Charges are for Seller to receive and pay.

ARTICLE 4
OTHER PURCHASER AND SELLER COVENANTS

4.1 CAISO Requirements

Seller shall schedule or cause the Shown Unit's SC to schedule or make available to CAISO the Expected Contract Quantity of the Product during the Delivery Period, in compliance with the Tariff, and perform all, or cause the Shown Unit's SC, owner, or operator to perform all, obligations under applicable law and the Tariff relating to the Product. Purchaser is not liable for, and Seller shall indemnify and hold Purchaser harmless from, the failure of Seller or the Shown Unit's SC, owner, or operator to comply with the Tariff, and for any penalties, fines or costs imposed on Seller or the Shown Unit's SC, owner, or operator for noncompliance.

4.2 Seller's and Purchaser's Duties to Take Actions to Allow Product Utilization

Throughout the Delivery Period, Purchaser and Seller shall take all commercially reasonable actions and execute all documents or instruments reasonably necessary to ensure (a) Purchaser's rights to the Expected Contract Quantity for the sole benefit of Purchaser or any Subsequent Purchaser and (b) that Purchaser may use the Expected Contract Quantity to meet its Compliance Obligations. Such commercially reasonable actions shall include, without limitation cooperating with and providing, and causing each Shown Unit's SC, owner, or operator to cooperate with and provide, requested supporting documentation to the CAISO, the CPUC, or any other Governmental Body responsible for administering the applicable Compliance Obligations, including to demonstrate that the Expected Contract Quantity can be delivered to the CAISO controlled grid for the minimum hours required to satisfy the Compliance Obligations, as applicable, pursuant to the "deliverability" standards established by the CAISO or other Governmental Body of competent jurisdiction.

If necessary, the Parties further agree to negotiate in good faith to amend this Confirmation to conform this Transaction to subsequent clarifications, revisions, or decisions rendered by CAISO or an applicable Governmental Body to maintain the benefits of the Transaction.

4.3 Seller's Representations and Warranties

Seller represents and warrants to Purchaser throughout the Delivery Period that:

(a) No part of the Contract Quantity during the Delivery Period has been committed by Seller to any third party to satisfy Compliance Obligations or analogous obligations in any CAISO or non-CAISO markets;

(b) The Shown Unit(s) qualify to provide the Product under the Tariff, and the Shown Unit(s) and Seller are capable of delivering the Product;

(c) the aggregation of all amounts of Capacity Attributes that Seller has sold, assigned, or transferred for the Shown Unit(s) during the Delivery Period does not exceed the Shown Unit's Net Qualifying Capacity and, if applicable, the Effective Flexible Capacity for that Shown Unit;

(d) if applicable, Seller has notified either the Shown Unit's SC or the entity from which Seller purchased the Product that Seller has transferred the Contract Quantity of Product for the Delivery Period to Purchaser; and

(e) Seller has notified or will notify the Shown Unit's SC that Purchaser is entitled to the revenues set forth in Section 3.2(b), and such Shown Unit's SC is obligated to promptly deliver those revenues to Purchaser, along with appropriate documentation supporting the amount of those revenues.

ARTICLE 5
RESERVED

ARTICLE 6
ADDITIONAL WSPP AGREEMENT AMENDMENTS; GENERAL PROVISIONS

6.1 Confidentiality

Purchaser acknowledges that Seller's obligations under Section 30 of the WSPP Agreement to maintain the confidentiality of Purchaser information is subject to the public disclosure requirements of the California Public Records Act (Government Code Section 6250 et seq.) ("PRA"). Seller agrees that to the extent there is a valid exception to disclosure of Purchaser's information under the PRA, Seller will apply such exception.

6.2 Change in Law

If any action by the CPUC, CAISO or any Governmental Body having jurisdiction, or any change in applicable law, occurring after the Confirmation Effective Date results in (i) material changes to Purchaser's or Seller's obligations with regard to the Products sold hereunder, (ii) has the effect of changing the transfer and sale procedure set forth in this Confirmation so that the performance of this Confirmation becomes impracticable, or (iii) changes the Resource Adequacy Requirements such that the Product can no longer be counted towards Purchaser's Resource Adequacy Requirements (a "Change in Law"), the Parties shall work in good faith to revise this Confirmation so that the Parties can perform their obligations regarding the purchase and sale of the Product sold hereunder in order to maintain the original intent.

6.3 Governing Law

Notwithstanding Section 24 of the WSPP Agreement, this Transaction 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.

6.4 Collateral

Notwithstanding any provision in the WSPP Agreement to the contrary, including Section 27, neither Party shall be required to post collateral or other security for this Transaction.

6.5 No Recourse to Members

Seller is a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) and is a public entity separate from its constituent members. Seller will solely be responsible for all of Seller's debts, obligations and liabilities accruing and arising out of this Confirmation. Purchaser agrees that it shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Seller's constituent members, or the elected officials, officers, directors, advisors, contractors, consultants or employees of Seller or the Seller's constituent members, in connection with this Confirmation.

6.6 <u>Other WSPP Agreement Changes</u>

For this Transaction, the WSPP Agreement shall be amended as follows:

(a) Section 9.4 is deleted in its entirety and replaced with the following:

"In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due, with notice of the objection given to the other Party. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within two (2) Business Days of such resolution along with interest accrued at the Interest Rate from and including the due date to but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments, with interest accrued at the Interest Rate from and including the date of such overpayment to but excluding the date repaid or deducted by the Party receiving such overpayment. Any dispute with respect to an invoice is waived unless the other Party is notified in writing within twelve (12) months after the invoice is rendered or any specific adjustment to the invoice is made. If an invoice is not rendered within twelve (12) months after the close of the month during which performance of a Transaction occurred, the right to payment for such performance is waived."

(b) Section 22.1 is modified by inserting the following new text at the end thereof:

"(f) the failure of the Defaulting Party to pay its debts generally as they become due or the Defaulting Party's admission in a writing that is unable to generally pay its debts as they become due;

(g) the institution, by the Defaulting Party, of a general assignment for the benefit of its creditors; or

(h) the application for, consent to, or acquiescence to, by the Defaulting Party, the appointment of a receiver, custodian, trustee, liquidator, or similar official for all or a substantial portion of its assets."

(c) Section 22.2(a) is deleted in its entirety replaced with the following:

"If an Event of Default shall have occurred and be continuing, the Non- Defaulting Party, upon written notice to the Defaulting Party, shall have the right to (i) suspend performance under any or all transactions under this Agreement; provided, however, in no event shall any such suspension continue for longer than ten (10) Business Days with respect to any single transaction, and (ii) exercise any remedy available at law or equity."

(d) Section 22.2(b) is amended by inserting "and is continuing" after "Event of Default occurs" in the first line thereof and deleting the second sentence therein.

(e) Section 22.2(b) is amended by inserting the following as the penultimate paragraph in Section 22.2(b):

"If Purchaser is the Non-Defaulting Party and Purchaser reasonably expects to incur or be liable for any penalties, fines or costs from CAISO, or any Governmental Body, because Purchaser or a Subsequent Purchaser is not able to include the applicable Expected Contract Quantity in a Compliance Showing due to Seller's Event of Default, then Purchaser may, in good faith, estimate the amount of those penalties, fines or costs and include the estimate in its determination of the Termination Payment, subject to accounting to Seller when those penalties, fines or costs are finally ascertained. If this accounting establishes that Purchaser's estimate exceeds the actual amount of penalties, fines or costs, Purchaser must promptly remit to Seller the excess amount with interest in accordance with Section 9.3 of the WSPP Agreement. The rights and obligations with respect to determining and paying any Termination Payment, and any dispute resolution provisions with respect thereto, survive the termination of this Transaction and continue until after those penalties, fines or costs are finally ascertained."

(f) Section 22.3(c) is amended by deleting the third sentence thereof and replacing it with the following:

"If the Non-Defaulting Party's aggregate Gains exceed its aggregate Losses and Costs, if any, resulting from the termination of this Agreement or a Confirmation, the Termination Payment for all such Terminated Transactions shall be zero, notwithstanding any provision in this Section or Agreement to the contrary."

(g) Section 22.3(e) is deleted in its entirety and replaced with the following: "[Intentionally omitted]"

(h) Section 22.3(f) is deleted in its entirety and replaced with the following:

"If the Defaulting Party disagrees with the calculation of the Termination Payment and the Parties cannot otherwise resolve their differences, and provided that the Defaulting Party has paid the undisputed part of the Termination Payment to the Non-Defaulting Party as provided under Section 22.3(c), and that any amounts disputed by the Defaulting Party are disputed in good faith, then the Defaulting

Party may submit the calculation issue to Dispute Resolution pursuant to Section 34."

(i) Section 28.1 is applicable and the Parties shall net monthly payments in accordance with Exhibit A of the WSPP. Both Parties intend for the netting provisions of Exhibit A to the WSPP Agreement to be effective on the Confirmation Effective Date.

(j) Section 30.1 is amended by inserting "or requested" after the word "required" in Section 30.1(4) and by adding the following at the end of the first sentence: "; or (8) to the Party's and such Party's affiliates' lenders, counsel, accountants, advisors and agents who have a need to know such information and have agreed to keep such terms confidential".

(k) Subsections 34.1 and 34.2 are deleted and replaced with the following:

"34.1 INFORMAL DISPUTE RESOLUTION

IN THE EVENT OF ANY DISPUTE ARISING UNDER THIS TRANSACTION, WITHIN TEN (10) DAYS FOLLOWING THE RECEIPT OF A WRITTEN 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 THIRTY (30) DAYS AFTER RECEIPT OF SUCH NOTICE, 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 TRANSACTION."

"34.2 EXCLUSIVE JURISDICTION

EACH PARTY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED IN ORANGE COUNTY, CALIFORNIA, FOR ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY TRANSACTION, AND EXPRESSLY WAIVES ANY OBJECTION IT MAY HAVE TO SUCH JURISDICTION OR THE CONVENIENCE OF SUCH FORUM."

(l) The phrase "arbitration or" is deleted from the first line of Section 34.4.

(m) The following shall be inserted as a new Section 34.5:

"34.5 LIMITATION OF DAMAGES. EXCEPT AS OTHERWISE SPECIFIED IN ANY CONFIRMATION, FOR BREACH OF ANY PROVISION OF THIS CONFIRMATION AGREEMENT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, THE EXPRESS REMEDY OR MEASURE OF DAMAGES PROVIDED IS THE SOLE AND EXCLUSIVE

REMEDY UNDER THIS AGREEMENT AND THE AGREEMENT FOR THE BREACH, LIABILITY FOR THE BREACH IS LIMITED AS SET FORTH IN THE PROVISION AND ALL OTHER REMEDIES FOR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. EXCEPT AS OTHERWISE SPECIFIED IN ANY CONFIRMATION, IF NO EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT FOR A PARTICULAR BREACH, LIABILITY FOR THE BREACH IS LIMITED TO DIRECT DAMAGES ONLY, THE DIRECT DAMAGES ARE THE SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT FOR THE BREACH, AND ALL OTHER REMEDIES FOR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. EXCEPT AS OTHERWISE SPECIFIED IN ANY CONFIRMATION, NEITHER PARTY IS LIABLE FOR ANY OTHER TYPE OF DAMAGE, INCLUDING INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OF ANY NATURE (INCLUDING DAMAGES ASSOCIATED WITH LOST PROFITS, BUSINESS INTERRUPTION AND LOSS OF GOODWILL) ARISING AT ANY TIME, WHETHER IN TORT (INCLUDING THE SOLE OR CONTRIBUTORY NEGLIGENCE OF EITHER PARTY OR ANY RELATED PERSON), WARRANTY, STRICT LIABILITY, CONTRACT OR STATUTE, UNDER ANY INDEMNITY PROVISION, OR OTHERWISE."

(n) Section 37 is amended by inserting the following in the beginning of the section: "On the date of entering into this Confirmation,".

(o) Section 41 "Witness" shall become Section 42 and the following "Standard of Review" Section shall be substituted in its place:

"The Parties agree as follows:

From the date of entering into a Transaction under this Agreement and throughout the term of such Transaction, the Parties each warrant and covenant as follows:

(i) Absent the agreement of all Parties to the proposed change, the standard of review for changes to any section of this Agreement (including all Transactions and/or Confirmations) specifying the rate(s) or other material economic terms and conditions agreed to by the Parties herein, whether proposed by a Party, a non-party or FERC acting sua sponte, 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)(the "Mobile-Sierra" doctrine) and clarified in Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish 554 U.S. 527 (2008) and NRG Power Marketing LLC v. Maine Pub. Util. Comm'n, 558 U.S. 165 (2010).

(ii) The Parties, for themselves and their successors and assigns, (i) agree that this "public interest" standard shall apply to any proposed changes in any other documents, instruments or other agreements executed or entered into by the Parties in connection with this Agreement and (ii) hereby expressly and irrevocably waive any rights they can or may have to the application of any other standard of review, including the "just and reasonable" standard."

6.7 Counterparts

This Confirmation may be signed in any number of counterparts with the same effect as if the signatures to the counterparts were upon a single instrument. The Parties may rely on electronic, or scanned signatures as originals under this Confirmation. Delivery of an executed signature page of this Confirmation by electronic mail transmission (including PDF) shall be the same as delivery of a manually executed signature page.

6.8 Entire Agreement; No Oral Agreements or Modifications

This Confirmation sets forth the terms of the Transaction into which the Parties have entered and shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of the Product. Notwithstanding any other provision of the Agreement, this Transaction may be confirmed only through a Documentary Writing executed by both Parties, and no amendment or modification to this Transaction shall be enforceable except through a Documentary Writing executed by both Parties.

[*Signatures appear on the following page.*]

AGREED AS OF THE EFFECTIVE DATE:

ORANGE COUNTY POWER AUTHORITY, a California joint powers authority

By:______________________________

Name: Brian Probolsky

Title: Chief Executive Officer

SILICON VALLEY CLEAN ENERGY, a California joint powers authority

DocuSigned by:
Monica Padilla
573FC104110B4C0...

By:______________________________

Name: Monica Padilla

Title: Chief Operating Officer, Director of Power Resources

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APPENDIX A
DEFINED TERMS

"Alternate Capacity" means replacement Product which Seller has elected to provide to Purchaser in accordance with the terms of Section 2.3.

"CAISO" means the California ISO or the successor organization to the functions thereof.

"Capacity Attributes" means attributes of the Shown Unit that may be counted toward Compliance Obligations, including: flexibility, dispatchability, physical location or point of electrical interconnection of the Shown Unit; Unit ability to generate at a given capacity level, provide ancillary services, or ramp up or down at a given rate; any current or future defined characteristics, certificates, tags, credits, or accounting constructs of the Shown Unit, howsoever entitled, identified from time to time by the CAISO or a Governmental Body having jurisdiction over Compliance Obligations.

"CIRA Tool" means the CAISO Customer Interface for Resource Adequacy.

"Compliance Obligations" means, as applicable, RAR, Local RAR and FCR.

"Compliance Showings" means the applicable LSE's compliance with the resource adequacy requirements of the CPUC for an applicable Showing Month.

"Contingent Firm RA Product" has the meaning set forth in Article 1 herein.

"CPUC Decisions" means any currently effective or future decisions, resolutions, or rulings related to resource adequacy.

"CPUC Filing Guide" is the document issued annually by the CPUC which sets forth the guidelines, requirements and instructions for load serving entities to demonstrate compliance with the CPUC's resource adequacy program.

"Effective Flexible Capacity" has the meaning given in CAISO's FERC-approved Tariff.

"Expected Contract Quantity" means, with respect to any Showing Month of the Delivery Period, (a) for Firm RA Product, the Contract Quantity of Product, including the amount of Contract Quantity of Product that Seller has elected to provide Alternate Capacity, and (b) for Contingent Firm RA Product, the Contract Quantity of Product for such Showing Month, including the amount of Contract Quantity of Product that Seller has elected to provide Alternate Capacity, less any reductions to Contract Quantity consistent with Section 2.2 with respect to which Seller has not elected to provide Alternate Capacity.

"FCR" means the flexible capacity requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, the CAISO pursuant to the Tariff, or other Governmental Body having jurisdiction over Compliance Obligations and includes any non-binding advisory showing which an LSE is required to make with respect to flexible capacity.

"FCR Attributes" means, with respect to a Shown Unit, any and all resource adequacy attributes of the Shown Unit, as may be identified from time to time by the CPUC, CAISO, or other Governmental Body having jurisdiction over Compliance Obligations, that can be counted toward an LSE's FCR.

"Firm RA Product" has the meaning set forth in Article 1 herein.

"Flexible Capacity Category" shall be as described in the annual CPUC Filing Guide, as such may be modified, amended, supplemented or updated from time to time.

"Governmental Body" means any federal, state, local, municipal or other government; any governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; and any court or governmental tribunal.

"Interest Rate" means, for any date, the lesser of (a) the per annum rate of interest equal to the prime lending rate as may from time to time be published in The Wall Street Journal under "Money Rates" on such day (or if not published on such day on the most recent preceding day on which published), plus two percent (2%) and (b) the maximum rate permitted by applicable law.

"Local RAR" means the local resource adequacy requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, by CAISO pursuant to the Tariff, or by any other Governmental Body having jurisdiction over Compliance Obligations.

"Local RAR Attributes" means, with respect to a Shown Unit, any and all resource adequacy attributes of the Shown Unit, as may be identified from time to time by the CPUC, CAISO, or other Governmental Body having jurisdiction over Compliance Obligations, that can be counted toward an LSE's Local RAR.

"LSE" means "Load Serving Entity" as such term is used in Section 40.9 of the Tariff.

"MW" means megawatt.

"Net Qualifying Capacity" has the meaning given in CAISO's FERC-approved Tariff.

"Notification Deadline" is ten (10) Business Days before the relevant deadlines for the corresponding Compliance Showings applicable to the relevant Showing Month.

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

"Product" means RAR Attributes, Local RAR Attributes and FCR Attributes, each for the Delivery Period, Unit, Contract Quantity, Contract Price and other specifications contained in Appendix B.

"Prorated Percentage of Unit Factor" means the percentage, as specified in Appendix B, of the Unit NQC as of the Effective Date that is dedicated to Purchaser under this Transaction.

"Prorated Percentage of Unit Flexible Factor" means the percentage, as specified in Appendix B, of the Unit EFC as of the Effective Date that is dedicated to Purchaser under this Transaction.

"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 power industry during the relevant time period in the Western United States, or (b) any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Prudent Operating Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to acceptable practices, methods or acts generally accepted in the electric power industry in the Western United States.

"RAR Attributes" means, with respect to a Shown Unit, any and all resource adequacy attributes of the Shown Unit, as may be identified from time to time by the CPUC, CAISO, or other Governmental Body having jurisdiction over Compliance Obligations, that can be counted toward an LSE's RAR.

"Replacement Unit" has the meaning set forth in Section 2.3.

"Resource Adequacy Requirements" or "RAR" means the resource adequacy requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, by CAISO pursuant to the Tariff, or by any other Governmental Body having jurisdiction over Compliance Obligations, not including Local RAR or FCR.

"Resource Category" shall be as described in the annual CPUC Filing Guide, as such may be modified, amended, supplemented or updated from time to time.

"SC" means Scheduling Coordinator as defined in the Tariff.

"Showing Month" means the calendar month of the Delivery Period that is the subject of the related Compliance Showing.

"Shown Unit" means the Unit, or any Replacement Unit meeting the requirements of Section 2.3 of this Confirmation and specified by Seller in a Supply Plan.

"Subsequent Purchaser" means the purchaser of Product from Purchaser in a re-sale of Product by Purchaser.

"Tariff" means the CAISO Tariff, including any current CAISO-published "Operating Procedures" and "Business Practice Manuals," in each case as amended or supplemented from time to time.

"Unit" means the generation unit described in Appendix B. A Unit or Shown Unit may not be a coal-fired generating facility.

"Unit EFC" means the lesser of the Unit's Effective Flexible Capacity as set by CAISO as of the Effective Date and that of the Unit on a subsequent date of determination.

"Unit NQC" means the lesser of the Unit's Net Qualifying Capacity as set by CAISO as of the Effective Date and that of the Unit on a subsequent date of determination.

APPENDIX B
PRODUCT AND UNIT INFORMATION

Product:

☒ RAR ☐ Local RAR ☐ Flexible Capacity

and all Capacity Attributes related to such Product.

Additional Product Information (fill in all that apply):
CAISO Zone: TBD
Resource Category (MCC Bucket): 4
CPUC Local Area (if applicable): N/A
Flexible Capacity Category (if applicable): N/A

Delivery period: May 1, 2023 through May 31, 2023, inclusive.

Contract Quantity and Contract Price:

[redacted]

Unit 1

Unit Specific Information	
Resource Name	Sunrise Power Project
Physical Location	Fellows, CA
CAISO Resource ID	SUNRIS 2 PL1X3
SCID of Resource	TBD
Unit NQC by month (e.g., Jan=50,Feb=65):	586.02
Unit EFC by month (e.g., Jan=30, Feb=50)	461.02
Resource Type (e.g., gas, hydro, solar, etc.)	Gas Gen
Resource Category (1, 2, 3 or 4)	4
Flexible RAR Category (1, 2 or 3)	N/A
Path 26 (North or South)	North
Local Capacity Area	N/A
Deliverability restrictions, if any, as described in most recent CAISO	None
Run Hour Restrictions	None

Unit 2

Unit Specific Information	
Resource Name	Redondo Generating Station Unit 5
Physical Location	Redondo Beach, CA
CAISO Resource ID	REDOND_7_UNIT 5
SCID of Resource	AES
Unit NQC by month (e.g., Jan=50,Feb=65):	495.90
Unit EFC by month (e.g., Jan=30, Feb=50)	178.87
Resource Type (e.g., gas, hydro, solar, etc.)	Natural Gas Steam Turbine
Resource Category (1, 2, 3 or 4)	4
Flexible RAR Category (1, 2 or 3)	N/A
Path 26 (North or South)	South
Local Capacity Area	N/A
Deliverability restrictions, if any, as described in most recent CAISO	None
Run Hour Restrictions	None

APPENDIX C
NOTICE INFORMATION

Seller: Orange County Power Authority	**Purchaser:** Silicon Valley Clean Energy
All Notices:	**All Notices:**

[redacted]

APPENDIX D
PLANNED OUTAGE SCHEDULE

Unit Name	CAISO Resource ID	Outage (MW)	SLIC Outage Start Date	SLIC Outage End Date
N/A	N/A	N/A	N/A	N/A

WSPP RESOURCE ADEQUACY CONFIRMATION

This confirmation ("Confirmation") under the WSPP Agreement confirms the transaction between Silicon Valley Clean Energy Authority, a California joint powers authority ("Purchaser" or "SVCE") and Elk Hills Power, LLC ("EHP" or "Seller") dated as of November 30, 2022 (the "Effective Date"), by which Seller agrees to sell and deliver, and Purchaser agrees to purchase and receive, the Product (the "Transaction"). Capitalized terms not otherwise defined in this Confirmation or the WSPP Agreement are defined in the Tariff.

ARTICLE 1
TRANSACTION TERMS

Purchaser: SVCE

Seller: EHP

Product, Delivery Period, Contract Quantity, Contract Price and other specifics of the Product are in Appendix B. Appendices A, B and C are incorporated into this Confirmation.

ARTICLE 2
DELIVERY OBLIGATIONS AND ADJUSTMENTS

2.1 Sale and Delivery of Product

(a) For each Showing Month of the Delivery Period, Seller will sell and deliver to Purchaser, and Purchaser will purchase and receive from Seller, the Contract Quantity of the Product from the Shown Unit(s).

(b) Seller will deliver the Contract Quantity of Product by submitting to CAISO in its Supply Plan the Shown Unit and the characteristics of the Shown Unit and Product for Purchaser, as further specified in Appendix B, all in compliance with this Confirmation.

(c) Seller will cause all Supply Plans to meet and be filed in conformance with the requirements of the Tariff. Seller will submit, or cause the Unit's SC to submit, on a timely basis with respect to each applicable Showing Month, Supply Plans in accordance with the Tariff and CPUC requirements to identify and confirm the Product delivered to Purchaser for each Showing Month of the Delivery Period. The total amount of Product identified and confirmed for each day of such Showing Month will equal the Contract Quantity, less any excused deductions to the Contract Quantity in the case of Flexible RA Capacity for excused reductions in Unit EFC.

(d) Seller may sell and deliver from a Shown Unit that meets requirements set forth in Appendix B, including the Resource Category and, if applicable, the Flexible Capacity Category. Seller will identify the Shown Unit(s) and Contract Quantity by providing Purchaser with the specific Unit information contemplated in Appendix B no later than the Notification Deadline for the relevant Showing Month.

(e) If CAISO rejects either the Supply Plan or the Resource Adequacy Plan with respect to any part of the Contract Quantity for the Shown Unit in any Showing Month, the Parties will confer, make such corrections as are necessary for acceptance, and resubmit the corrected

Supply Plan or Resource Adequacy Plan for validation before the applicable deadline for the Showing Month.

(f) The Product is delivered by Seller and received by Purchaser when either (i) the CIRA Tool shows the Supply Plan accepted for the Contract Quantity of Product from the Shown Unit by CAISO or (ii) Seller complies with Purchaser's instruction to withhold all or part of the Contract Quantity from Seller's Supply Plan for any Showing Month during the Delivery Period. Seller has failed to deliver the Product if (i) Purchaser has elected to submit the Product from the Shown Unit in its Resource Adequacy Plan and such submission is accepted by the CPUC and the CAISO but the Supply Plan and Resource Adequacy Plan are not matched in the CIRA Tool and are rejected by CAISO notwithstanding performance of Section 1(e) or (ii) Seller fails to submit the volume of Contract Quantity for any Showing Month in such amount as instructed by Purchaser for the applicable Showing Month. Purchaser will have received the Contract Quantity if (x) Seller's Supply Plan is accepted by the CAISO for the applicable Showing Month or (y) Seller complies with Purchaser's instruction to withhold all or part of the Contract Quantity from Seller's Supply Plan for the applicable Showing Month. Seller will not have failed to deliver the Contract Quantity if Purchaser fails or chooses not to submit the Shown Unit and the Product in its Resource Adequacy Plan with the CPUC or CAISO.

(g) <u>Excused Reductions in Unit EFC</u>: Unless the Parties have designated this Section 2.1(g) as "Not applicable", if the Product includes FCR Attributes, then Seller's failure to deliver any of the Contract Quantity of FCR Attributes during the Delivery Period will be excused if the Unit experiences a reduction in Unit EFC after the Effective Date as determined by CAISO and Seller has provided notice of such reduction to Purchaser by the Notification Deadline for the applicable Showing Month. The extent to which Seller's failure is excused will equal (i) the Contract Quantity of FCR Attributes for such day multiplied by (ii) the total amount (in MW) by which the Unit EFC was reduced since the Effective Date, divided by (iii) the Unit EFC as of the Effective Date. If the Unit experiences such a reduction in Unit EFC, then Seller may, but is not obligated to, provide the applicable part of the Contract Quantity of FCR Attributes for such day from the Shown Unit.

2.2 <u>Purchaser's Remedies for Seller's Failure to Deliver Contract Quantity</u>

(a) If Seller fails to deliver any part of the Contract Quantity as required herein for any Showing Month, and such failure is not excused under the terms of this Confirmation or by Purchaser's failure to perform, then Seller shall owe Purchaser, on the date payment would otherwise be due in respect of the month in which the failure occurred, an amount for such deficiency equal to the positive difference, if any, obtained by subtracting the Contract Price from the Replacement Price.

(b) Seller agrees to indemnify, defend and hold harmless Purchaser from any penalties, fines or costs, assessed against Purchaser by the CPUC, CAISO or other Governmental Body resulting from Seller's failure to deliver the Product. The Parties will use commercially reasonable efforts to minimize such penalties, fines or costs; provided, that in no event will Purchaser be required to use or change its utilization of its owned or controlled assets or market positions to minimize these penalties, fines or costs. If Seller fails to pay the foregoing penalties, fines or costs, or fails to reimburse Purchaser for those penalties, fines or costs, then, without prejudice to its other rights and remedies, Purchaser may setoff and recoup those penalties, fines or costs against any future amounts it may owe to Seller under this Confirmation or the WSPP Agreement.

2.3 <u>Purchaser's Re-Sale of Product</u>

(a) Purchaser may re-sell all or part of the Contract Quantity of Product; provided that any such re-sale must not increase or modify Seller's obligations hereunder other than as set forth in this Section 2.3(a). For any such a resale, Resource Adequacy Plan of Purchaser as used herein will refer to the Resource Adequacy Plan of Subsequent Purchaser. Seller will, or will cause the Unit's SC, to follow Purchaser's instructions with respect to providing such resold Product to Subsequent Purchasers, to the extent such instructions are consistent with Seller's obligations under this Confirmation. Seller will, and will cause the Unit's SC, to take all commercially reasonable actions and execute all documents or instruments reasonably necessary to allow such Subsequent Purchasers to use such resold Product in a manner consistent with Purchaser's rights under this Confirmation. If Purchaser incurs any liability to a Subsequent Purchaser due to the failure of Seller or the Unit's SC to comply with this Confirmation, Seller will be liable to Purchaser for the same amounts Seller would have owed Purchaser under this Confirmation if Purchaser had not resold the Product.

(b) Purchaser will notify Seller in writing of any resale of Product and the Subsequent Purchaser no later than two Business Days before the Notification Deadline for the Showing Month. Purchaser will notify Seller of any subsequent changes or further resales no later than two Business Days before the Notification Deadline for the Showing Month.

ARTICLE 3
<u>PAYMENTS</u>

3.1 <u>Payment</u>

(a) Purchaser shall pay for the Product as provided in Article 9 of the WSPP Agreement and this Confirmation; except that under Section 9.4 of the WSPP Agreement, in case any portion of any bill is in dispute, then only the undisputed portion of the bill shall be paid when due. The disputed portion of the bill shall be adjusted or paid upon final resolution of the dispute. Purchaser shall make a monthly payment to Seller for each Unit by the later of (i) ten (10) Calendar Days after Purchaser's receipt of Seller's invoice (which may be given upon first day of the Showing Month) and (ii) the twentieth (20th) of the Showing Month, or if the twentieth (20th) is not a Business Day the next following Business Day ("Monthly RA Capacity Payment"). The Monthly RA Capacity Payment shall equal the product of (a) the applicable Contract Price for that Showing Month, (b) the Contract Quantity for the Showing Month and (c) 1,000, rounded to the nearest penny (i.e., two decimal places); provided, however, that the Monthly RA Capacity Payment shall be adjusted to reflect any portion of Contract Quantity for the Showing Month that was not delivered in accordance with Section 2.1 for such Showing Month.

(b) Seller shall deliver invoices to the address(es) specified in Appendix C; *provided, however*, that changes to invoice, payment, wire transfer and other banking information must be made in writing and delivered via certified mail and shall include contact information for an authorized person who is available by telephone to verify the authenticity of such requested changes.

3.2 <u>Allocation of Other Payments and Costs</u>

(a) Product does not confer to Purchaser any right to dispatch or receive the energy or ancillary services from a Shown Unit. Seller will receive any revenues from, and must pay all costs charged by, CAISO or any other third party with respect to the Unit for (i) start-up, shutdown, and minimum load costs, (ii) capacity for ancillary services, (iii) energy sales, (iv) flexible ramping product, or (v) black start or reactive power services. Purchaser must promptly report receipt of any such revenues to Seller. Purchaser must pay to Seller any such amounts described in this Section 3.2(a) received by Purchaser or a Subsequent Purchaser. Without prejudice to its other rights and remedies, Seller may setoff and recoup any such amounts that are not paid to it against any amounts owed to Purchaser under the WSPP Agreement.

(b) Purchaser is to receive and retain all revenues associated with the Contract Quantity of Product during the Delivery Period, including any capacity and availability revenues from the Capacity Procurement Mechanism, or its successor, RUC Availability Payments, or its successor, but excluding payments described in Section 3.2(a)(i)-(v) or 3.2(d). Seller must promptly report receipt of any such revenues to Purchaser. Seller must pay to Purchaser any such amounts received by Seller, or a Unit's SC, owner, or operator. Without prejudice to its other rights, Purchaser may set off and recoup any such amounts that are not paid to it against amounts owed to Seller under the WSPP Agreement.

(c) If CAISO designates any part of the Contract Quantity as Capacity Procurement Mechanism Capacity, then Seller will, or will cause the Unit's SC to, within one Business Day of the time Seller receives notification from CAISO, notify Purchaser and not accept any such designation by CAISO unless and until Purchaser has agreed to accept such designation.

(d) Any Availability Incentive Payments or Non-Availability Charges are for Seller to receive and pay.

ARTICLE 4
<u>OTHER PURCHASER AND SELLER COVENANTS</u>

4.1 <u>CAISO Requirements</u>

Seller must schedule or cause the Unit's SC to schedule or make available to CAISO the Contract Quantity of the Product during the Delivery Period, in compliance with the Tariff, and perform all, or cause the Unit's SC, owner, or operator to perform all, obligations under applicable law and the Tariff relating to the Product. Nothing herein will prevent Seller from exercising any rights under the Tariff with respect to use of RA Substitute Capacity during the Delivery Period. Purchaser is not liable for, and Seller will indemnify and hold Purchaser harmless from, the failure of Seller or the Unit's SC, owner, or operator to comply with the Tariff, and for any penalties, fines or costs imposed on Seller or the Unit's SC, owner, or operator for noncompliance.

4.2 <u>Seller's and Purchaser's Duties to Take Actions to Allow Product Utilization</u>

Throughout the Delivery Period, Purchaser and Seller will take all commercially reasonable actions and execute all documents or instruments reasonably necessary to ensure Purchaser's rights to the Contract Quantity of Product for the sole benefit of Purchaser or any Subsequent Purchaser. If necessary, the Parties further agree to negotiate in good faith to amend this Confirmation to conform this Transaction to subsequent clarifications, revisions, or decisions rendered by CAISO or an applicable Governmental Body to maintain the benefits of the Transaction.

4.3 Seller's Representations and Warranties

Seller represents and warrants to Purchaser throughout the Delivery Period that:

(a) no part of the Contract Quantity during the Delivery Period has been committed by Seller to any third party to satisfy Compliance Obligations or analogous obligations in any CAISO or non-CAISO markets;

(b) the Unit qualifies under the Tariff for the Product, and the Unit and Seller are capable of delivering the Product;

(c) the aggregation of all amounts of Capacity Attributes that Seller has sold, assigned, or transferred for the Unit during the Delivery Period does not exceed the Unit NQC and, if applicable, the Unit EFC, for that Unit;

(d) if applicable, Seller has notified either the Unit's SC or the entity from which Seller purchased the Product that Seller has transferred the Contract Quantity of Product for the Delivery Period to Purchaser; and

(e) Seller has notified or will notify the Unit's SC that Purchaser is entitled to the revenues set forth in Section 3.2(b), and such SC is obligated to promptly deliver those revenues to Purchaser, along with appropriate documentation supporting the amount of those revenues.

4.4 Collateral Requirements

(a) Notwithstanding anything to the contrary contained in the WSPP Agreement, neither Purchaser nor Seller shall be required to provide Performance Assurance to the other Party during the Delivery Period.

(b) Sections 22.1(d) of the WSPP Agreement shall not apply to either Party with respect to this Transaction.

ARTICLE 5
ADDITIONAL WSPP AGREEMENT AMENDMENTS; GENERAL PROVISIONS

5.1 Termination Payment

For this Transaction, the following is inserted as a penultimate paragraph in Section 22.2(b) of the WSPP Agreement:

> "If Purchaser is the Non-Defaulting Party and Purchaser reasonably expects to incur or be liable for any penalties, fines or costs from CAISO, or any Governmental Body, because Purchaser or a Subsequent Purchaser is not able to include the applicable Contract Quantity in a Compliance Showing due to Seller's Event of Default, then Purchaser may, in good faith, estimate the amount

of those penalties, fines or costs and include the estimate in its determination of the Termination Payment, subject to accounting to Seller when those penalties, fines or costs are finally ascertained. If this accounting establishes that Purchaser's estimate exceeds the actual amount of penalties, fines or costs, Purchaser must promptly remit to Seller the excess amount with interest in accordance with Section 9.3 of the WSPP Agreement. The rights and obligations with respect to determining and paying any Termination Payment, and any dispute resolution provisions with respect thereto, survive the termination of this Transaction and continue until after those penalties, fines or costs are finally ascertained."

5.2 Confidentiality

Notwithstanding Section 30.1 of the WSPP Agreement, (i) Purchaser may disclose information in order to support its Compliance Showings or otherwise show it has met its Compliance Obligations; (ii) Seller may disclose to a Unit's SC or as necessary for Supply Plans; (iii) each Party may disclose information to the independent evaluator or other administrator of any competitive solicitation process of Purchaser, which in turn may disclose such information to CAISO or any Governmental Body; and (iv) Purchaser may disclose information to any Subsequent Purchaser. Each Party recognizes that Purchaser is subject to the requirements of the California Public Records Act (Government Code Section 6250 et seq.).

5.3 Joint Powers Authority

Purchaser is organized as a Joint Powers Authority in accordance with the Joint Powers Act of the State of California (California Government Code Sections 6500 et seq.) and is a Governmental Entity separate and distinct from its members. Purchaser shall solely be responsible for all of Purchaser's debts, obligations and liabilities accruing and arising out of this Agreement, and Seller agrees that it shall have no rights and shall not make any claim, take any actions or assert any remedies against any of Purchaser's members, or any cities or counties participating in Purchaser's community choice aggregation program, or any of Purchaser's retail customers in connection with the Transaction to which this Confirmation applies.

5.4 Dodd-Frank Act

The Parties intend this Transaction to be a "customary commercial arrangement" as described in Section II.A.1 of Commodity Futures Trading Commission, *Proposed Guidance, Certain Natural Gas and Electric Power Contracts*, 81 Fed. Reg. 20583 at 20586 (Apr. 8, 2016) and a "Forward Capacity Transaction" within the meaning of Commodity Futures Trading Commission, *Final Order in Response to a Petition From Certain Independent System Operators and Regional Transmission Organizations To Exempt Specified Transactions Authorized by a Tariff or Protocol Approved by the Federal Energy Regulatory Commission*, 78 Fed. Reg. 19,880 (Apr. 2, 2013).

5.5 Additional WSPP Agreement Amendments

For purposes of this Transaction only, the WSPP Agreement shall be amended as follows:

(a) Section 4 of the WSPP Agreement is amended by:

1. Adding "or the Friday after the United States Thanksgiving holiday" before the period at the end of the first sentence under the definition of "Business Day(s)".

2. Adding the following new definitions:

"Governmental Entity or Public Power System" means a municipality, county, governmental board, public power authority, public utility district, joint action agency, or other similar political subdivision or public entity of the United States, one or more States or territories or any combination thereof.
"Special Fund" means a fund or account of the Governmental Entity or Public Power System set aside and or pledged to satisfy the Governmental Entity or Public Power System's obligations hereunder out of which amounts shall be paid to satisfy all of the Governmental Entity or Public Power System's obligations under this Agreement for the entire Period of Delivery under each Confirmation hereto."

(b) The first sentence of the second paragraph of Section 10 of the WSPP Agreement is amended by deleting the "or" before "(ii)" and adding to the end of such sentence "or (iii) if the Party claiming inability to perform is a Governmental Entity or Public Power System, any action taken by the Governmental Entity or Public Power System in its governmental capacity."

(c) Section 13.1 of the WSPP Agreement is amended to change "FERC" to "FERC or the CPUC".

(d) Section 21.2 of the WSPP Agreement is deleted and replaced with the following:

"Any Party due monies under this Agreement, the amounts of which are not in dispute or if disputed have been the subject of a decision awarding monies, (i) shall have the right to seek payment of such monies in court in accordance with Section 34.1 and (ii) shall possess the right to seek relief directly from such court without first exercising termination and liquidation rights under Section 22.

In addition, each Party shall possess the right to seek specific performance (injunctive relief) of the non-delivery related terms of this Agreement and any Confirmation in court in accordance with Section 34.1. In seeking to enforce the terms of this Agreement, however, consistent with Section 21.1, no Party is entitled to receive or recover monetary damages except as provided in Sections 21.3 and 22."

(e) Section 21.3(d) of the WSPP Agreement is modified by replacing the words "After informal dispute resolution as required by Section 34.1, any remaining dispute involving the calculation of the damages shall be referred to binding dispute resolution as provided by Section 34.2 of this Agreement" with "Unless otherwise resolved informally, any dispute involving the calculation of the damages shall be resolved in accordance with Section 34.1 of this Agreement".

(f) Section 21 of the WSPP Agreement is modified by adding the following Section 21.4:

"No Immunity Claim. Governmental Entity or Public Power System warrants and covenants that with respect to its contractual obligations hereunder and performance thereof, it will not claim immunity on the grounds of sovereignty or similar grounds with respect to itself or its revenues or assets from (a) suit, (b) jurisdiction of court (provided such jurisdiction is consistent with the venue provisions in Section 34.1), (c) relief by way of injunction, or recovery of property, (d) attachment of assets, or (e) execution or enforcement of any judgment."

(g) Section 22.3(e)(i) of the WSPP Agreement is modified by replacing the words "Any disputes as to the methodology shall be resolved pursuant to the dispute resolution procedures in Section 34, with binding arbitration pursuant to Section 34.2 required for disputes as to the methodology if mediation is unsuccessful" with "Unless otherwise resolved informally, any disputes as to the methodology shall be resolved in accordance with Section 34.1 of this Agreement".

(h) Section 22.3(f) of the WSPP Agreement is modified by replacing the words "submitted to informal dispute resolution as provided in Section 34.1 of this Agreement and thereafter binding dispute resolution pursuant to Section 34.2 if the informal dispute resolution does not succeed in resolving the dispute" with "resolved in accordance with Section 34.1 of this Agreement".

(i) Section 24 of the WSPP Agreement is deleted and replaced with the following:

"This WSPP Agreement and any Confirmation 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 or contrary provisions of the WSPP Agreement, if any."

(j) Subsections 34.1 and 34.2 of the WSPP Agreement are deleted and replaced with the following:

"34.1

(a) <u>Consent to Jurisdiction</u>. ALL JUDICIAL PROCEEDINGS BROUGHT AGAINST ANY PARTY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN THE STATE OF CALIFORNIA, COUNTY AND CITY OF SAN FRANCISCO OR LOS ANGELES. BY EXECUTING AND DELIVERING THIS AGREEMENT, EACH PARTY, FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, IRREVOCABLY (a) ACCEPTS GENERALLY AND UNCONDITIONALLY THE EXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS; (b) WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY OF THE AFORESAID ACTIONS OR PROCEEDINGS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT BROUGHT IN THE COURTS REFERRED TO ABOVE AND HEREBY FURTHER IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. NOTHING HEREIN SHALL BE INTERPRETED AS WAIVING THE PROVISIONS OR APPLICATION OF THE CALIFORNIA TORT CLAIMS ACT.

34.2 Reserved."

(k) Subsection 34.3 of the WSPP Agreement is modified by deleting "The Parties shall equally divide the costs of the arbitrator or mediator and the hearing."

(l) Subsection 34.4 of the WSPP Agreement is deleted and replaced with:

"34.4 Reserved."

(m) Subsections 34.5 and 34.6 are hereby added to Section 34 of the WSPP Agreement:

"34.5 Waiver of Jury Trial. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM OR PROCEEDING RELATING TO THIS AGREEMENT.

34.6 LIMITATION OF DAMAGES. THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT AND ANY CONFIRMATION SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION OF THIS AGREEMENT OR ANY CONFIRMATION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN OR IN A CONFIRMATION, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION SET FORTH IN THIS AGREEMENT OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED HEREUNDER CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS."

(n) Section 35 of the WSPP Agreement is modified by inserting the following paragraph between the first and second sentences:

"The Parties agree that each Party's business consists in whole or in part of entering into forward contracts as or with merchants in capacity or energy, which is presently the subject of dealing in the forward contract trade. The Parties further agree that the transactions entered into pursuant to any Confirmations hereunder (as provided in Article 32 of the WSPP Agreement) are forward contracts involving the sale of capacity and/or energy, which are presently the subject of dealing in the forward contract trade. No Party shall assert before any court or other governmental authority either that another Party is not, or shall not be treated as, a forward contract merchant or that the transaction entered into pursuant, to any Confirmations hereunder (as provided in Article 32 of the WSPP Agreement) are not, or shall not be treated as, forward contracts under the United States Bankruptcy Code."

(o) The following phrase is inserted at the beginning of Section 37 of the WSPP Agreement:

"On the date of entering into this Confirmation and throughout the Delivery Period,"

(p) Section 37 of the WSPP Agreement is further modified by adding the following new paragraph at the end:

"Further and with respect to a Party that is a Governmental Entity or Public Power System, such Governmental Entity or Public Power System represents and warrants to the other Party continuing throughout the term of this Confirmation, as follows: (i) all acts necessary to the valid execution, delivery and performance of this Confirmation, including without limitation, competitive bidding, public notice, election, referendum, prior appropriation or other required procedures, has or will be taken and performed as required under the Joint Exercise of Powers Act of California (Government Code Section 6500 et seq.), and the Governmental Entity or Public Power System's ordinances, bylaws or other regulations, (ii) all persons making up the governing body of Governmental Entity or Public Power System are the duly elected or appointed incumbents in their positions and hold such positions in good standing in accordance with applicable law, (iii) entry into and performance of this Confirmation by Governmental Entity or Public Power System are for a proper public purpose within the meaning of all relevant constitutional, organic or other governing documents and applicable law, (iv) the term of this Confirmation does not extend beyond any applicable limitation imposed by relevant constitutional, organic or other governing documents and applicable law, (v) the Governmental Entity or Public Power System's obligations to make payments hereunder are unsubordinated obligations and such payments are (a) operating and maintenance costs (or similar designation) which enjoy first priority of payment at all times under any and all bond ordinances or indentures to which it is a party, the Act and all other relevant constitutional, organic or other governing documents and applicable law or (b) otherwise not subject to any prior claim under any and all bond ordinances or indentures to which it is a party, the Act and all other relevant constitutional, organic or other governing documents and applicable law and are available without limitation or deduction to satisfy all Governmental Entity or Public Power System' obligations hereunder and under each Transaction or (c) are to be made solely from a Special Fund, (vi) entry into and performance of this Agreement and each Confirmation by the Governmental Entity or Public Power System will not adversely affect the exclusion from gross income for federal income tax purposes of interest on any obligation of Governmental Entity or Public Power System otherwise entitled to such exclusion, and (vii) obligations to make payments hereunder do not constitute any kind of indebtedness of Governmental Entity or Public Power System or create any kind of lien on, or security interest in, any property or revenues of Governmental Entity or Public Power System which, in either case, is proscribed by any provision of relevant constitutional, organic or other governing documents and applicable law, any order or judgment of any court or other agency of government applicable to it or its assets, or any contractual restriction binding on or affecting it or any of its assets."

(q) Section 41 “Witness” of the WSPP Agreement shall become Section 42 and the following “Mobile Sierra” Section shall be inserted as Section 41:

“The Parties agree as follows:

From the date of entering into a Transaction under this Agreement and throughout the term of such Transaction, the Parties each warrant and covenant as follows:

To the fullest extent permitted by Applicable Law, each Party, for itself and its successors and assigns, hereby expressly and irrevocably waives any rights it can or may have, now or in the future, whether under §§ 205 and/or 206 of the Federal Power Act or otherwise, to seek to obtain from FERC by any means, directly or indirectly (through complaint, investigation or otherwise), and each hereby covenants and agrees not at any time to seek to so obtain, an order from FERC changing any section of this Agreement specifying the rate, charge, classification, or other term or condition agreed to by the Parties, it being the express intent of the Parties that, to the fullest extent permitted by Applicable Law, neither Party shall unilaterally seek to obtain from FERC any relief changing the rate, charge, classification, or other term or condition of this Agreement, notwithstanding any subsequent changes in Applicable Law or market conditions that may occur.”

(r) Exhibit D of the WSPP Agreement is deleted and replaced with:

“Exhibit D - RESERVED”.

5.6 Counterparts

This Confirmation may be signed in any number of counterparts with the same effect as if the signatures to the counterparts were upon a single instrument. The Parties may rely on electronic or scanned signatures as originals under this Confirmation. Delivery of an executed signature page of this Confirmation as a PDF attachment to an email shall be the same as delivery of a manually executed signature page.

5.7 Entire Agreement; No Oral Agreements or Modifications

This Confirmation sets forth the terms of the Transaction into which the Parties have entered and shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of the Product. Notwithstanding any other provision of the Agreement, this Transaction may be confirmed only through a Documentary Writing executed by both Parties, and no amendment or modification to this Transaction shall be enforceable except through a Documentary Writing executed by both Parties.

AGREED AS OF THE EFFECTIVE DATE:

ELK HILLS POWER, LLC	**SILICON VALLEY CLEAN ENERGY AUTHORITY**
By: DocuSigned by: Joseph Alves 3FDE2041D23C499...	By: DocuSigned by: Monica Padilla 573FC104110B4C0...
Name: Joseph Alves	Name: Monica Padilla
Title: Manager, Power Marketing	Title: Chief Operating Officer, Director of Power Resources

[*Signature Page to Resource Adequacy Confirmation Agreement*]

APPENDIX A
DEFINED TERMS

"CAISO" means the California ISO and any successor entity.

"Capacity Attributes" means attributes of the Unit that may be counted toward Compliance Obligations, including: flexibility, dispatchability, physical location or point of electrical interconnection of the Unit; Unit ability to generate at a given capacity level, provide ancillary services, or ramp up or down at a given rate; any current or future defined characteristics, certificates, tags, credits, or accounting constructs of the Unit, howsoever entitled, identified from time to time by the CAISO or a Governmental Body having jurisdiction over Compliance Obligations.

"CIRA Tool" means the CAISO Customer Interface for Resource Adequacy.

"Compliance Obligations" means, as applicable, RAR, Local RAR and FCR.

"Compliance Showings" means the applicable LSE's compliance with the resource adequacy requirements of the CPUC for an applicable Showing Month.

"CPUC Decisions" means any currently effective or future decisions, resolutions, or rulings related to resource adequacy.

"FCR" means the Flexible Capacity requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, the CAISO pursuant to the Tariff, or other Governmental Body having jurisdiction over Compliance Obligations and includes any non-binding advisory showing which an LSE is required to make with respect to flexible capacity.

"FCR Attributes" means, with respect to a Unit, any and all resource adequacy attributes of the Unit, as may be identified from time to time by the CPUC, CAISO, or other Governmental Body having jurisdiction over Compliance Obligations, that can be counted toward an LSE's FCR.

"Governmental Body" means any federal, state, local, municipal or other government; any governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; and any court or governmental tribunal.

"Local RAR" means the local resource adequacy requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, by CAISO pursuant to the Tariff, or by any other Governmental Body having jurisdiction over Compliance Obligations.

"LSE" means "Load Serving Entity" as such term is used in Section 40.9 of the Tariff.

"MW" means megawatt.

"Notification Deadline" is twenty (20) Business Days before the relevant deadlines for the corresponding Compliance Showings applicable to the relevant Showing Month.

"Product" means RAR, Local RAR and FCR that is specified and marked applicable in Appendix B.

"Prorated Percentage of Unit Factor" means the percentage, as specified in Appendix B, of the Unit NQC as of the Effective Date that is dedicated to Purchaser under this Transaction.
"Prorated Percentage of Unit Flexible Factor" means the percentage, as specified in Appendix B, of the Unit EFC as of the Effective Date that is dedicated to Purchaser under this Transaction.

"RAR" means the resource adequacy requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, by CAISO pursuant to the Tariff, or by any other Governmental Body having jurisdiction over Compliance Obligations.

"Replacement Price" means the price at which Purchaser, acting in a commercially reasonable manner, purchases a replacement for any Product specified in this Confirmation but not delivered by Seller, plus costs reasonably incurred by Purchaser in purchasing such substitute Product, or at Purchaser's option, the market price for such Product not delivered as determined by Purchaser in a commercially reasonable manner; provided, however, in no event shall such price include any penalties, ratcheted demand or similar charges, nor shall Purchaser be required to utilize or change its utilization of its owned or controlled assets or market positions to minimize Purchaser's liability.

"SC" means Scheduling Coordinator as defined in the Tariff.

"Showing Month" means the calendar month of the Delivery Period that is the subject of the related Compliance Showing.

"Shown Unit" means a Unit specified by Seller in a Supply Plan, but not necessarily identified by Seller to Purchaser on the Effective Date.

"Subsequent Purchaser" means the purchaser of Product from Purchaser in a re-sale of Product by Purchaser.

"Tariff" means the CAISO Tariff, including any current CAISO-published "Operating Procedures" and "Business Practice Manuals," in each case as amended or supplemented from time to time.

"Unit" means the generation unit described in Appendix B and any other generating unit that is capable of supply the Contract Quantity of Product during the Delivery Period.

"Unit EFC" means Unit Effective Capacity and is the lesser of that of the Unit as set by CAISO as of the Effective Date and that of the Unit on a subsequent date of determination.

"Unit NQC" means Unit Net Qualifying Capacity and is the lesser of that of the Unit as set by CAISO as of the Effective Date and that of the Unit on a subsequent date of determination.

APPENDIX B
PRODUCT AND UNIT INFORMATION

Product:

☒ RAR ☐ Local RAR ☒Flexible Capacity

and all Capacity Attributes related to such Product.

Additional Product Information (fill in all that apply):
CAISO Zone: North
MCC Bucket: 4 (All Hours – planned availability is unrestricted)
CPUC Local Area (if applicable):
Flexible Capacity Category (if applicable): 1

Delivery Period: December 1, 2023, through December 31, 2023.

Contract Quantity and Contract Price:

RAR and Local RAR, as applicable

Showing Month and Year	Contract Quantity (MW)	Contract Price ($/kW-mo.)
[redacted]		

Unit 1

Unit Specific Information	
Resource Name	Elk Hills Power
Physical Location	4026 Skyline Road, Tupman, CA
CAISO Resource ID	_ ELKHIL_2_PL1X 3________
SCID of Resource	EMM2
Unit NQC by month (e.g., Jan=50,Feb=65):	380 MWs
Unit EFC by month (e.g., Jan=30, Feb=50)	_171 MWs________
Resource Type (e.g., gas, hydro, solar, etc.)	Natural Gas Fired
Minimum Qualified Flexible Capacity Category (Flex 1, 2 or 3)	N/A
TAC Area (e.g., PG&E, SCE)	PG&E
Prorated Percentage of Unit Factor	
Prorated Percentage of Unit Flexible Factor	
Capacity Area (CAISO System, Fresno, Sierra, Kern, LA Basin, Bay Area, Stockton, Big Creek-Ventura, NCNB, San Diego-IV or Humboldt)	CAISO North System
Resource Category as defined by the CPUC (DR, 1, 2, 3, 4)	4 (All Hours – planned availability is unrestricted)

APPENDIX C
NOTICE INFORMATION

Seller: Elk Hills Power, LLC	**Purchaser:** Silicon Valley Clean Energy Authority

[redacted]

LONG FORM CONFIRMATION
FOR RESOURCE ADEQUACY CAPACITY PRODUCT
Resource Adequacy Contract Number: SDGE_SVCEA_JUN 2023_SELL_LOCAL RA_FLEX

This confirmation letter ("Confirmation") confirms the transaction (the "Transaction") between San Diego Gas & Electric Company ("Seller") and Silicon Valley Clean Energy Authority ("Buyer"), each individually a "Party" and together the "Parties", dated as of October 31, 2022 (the "Confirmation Execution Date") in which Seller agrees to provide to Buyer the right to the Product, as such term is defined in Section 3 of this Confirmation. This Transaction shall be deemed to have been entered into pursuant to, and shall supplement, form a part of, and be governed by the terms and conditions of the form of Master Power Purchase and Sale Agreement published by the Edison Electric Institute and the National Energy Marketers Association (version 2.1 dated 4/25/00) (the "EEI Agreement") with a Cover Sheet containing the elections and other changes contained herein as if the Parties have executed the EEI Agreement (with such Cover Sheet the "Master Agreement"). The Parties agree that the only transactions to be concluded pursuant to such Master Agreement shall be the Transaction documented in this Confirmation. The Master Agreement and this Confirmation shall be collectively referred to herein as the "Agreement". Capitalized terms used but not otherwise defined in this Confirmation have the meanings ascribed to them in the Master Agreement or the Tariff (defined herein). To the extent that this Confirmation is inconsistent with any provision of the Master Agreement, this Confirmation shall govern the rights and obligations of the Parties hereunder.

Name: Party A / Seller **Name:** Silicon Valley Clean Energy Authority

[redacted]

[redacted]

The Parties hereby agree that the General Terms and Conditions are incorporated herein, and to the following provisions as provided for in the General Terms and Conditions:

Article Two Transaction Terms and Conditions	☐ Optional provision in Section 2.4. If not checked, inapplicable.

Article Four Remedies for Failure to Deliver or Receive	☒ Accelerated Payment of Damages. If not checked, inapplicable.
Article Five Events of Default; Remedies	☐ Cross Default for Party A: ☐ Party A: N/A__________ Cross Default Amount: N/A____ ☐ Other Entity: N/A_______ Cross Default Amount: N/A_____ ☐ Cross Default for Party B: ☐ Party B:______________ Cross Default Amount:_________ ☐ Other Entity:__________ Cross Default Amount:_________ 5.6 Closeout Setoff ☒ Option A (Applicable if no other selection is made.) ☐ Option B – Affiliates shall have the meaning set forth in the Agreement unless otherwise specified as follows: ______________________________ ☐ Option C (No Setoff)
Article 8 Credit and Collateral Requirements	8.1 Party A Credit Protection: (a) Financial Information: ☐ Option A ☐ Option B Specify: ____________________ ☐ Option C Specify: ____________________ (b) Credit Assurances: ☒Not Applicable ☐ Applicable (c) Collateral Threshold: ☒Not Applicable ☐ Applicable (d) Downgrade Event: ☒Not Applicable ☐ Applicable (e) Guarantor for Party B: N/A Guarantee Amount: N/A 8.2 Party B Credit Protection (a) Financial Information: ☐ Option A ☐ Option B Specify: ____________________ ☐ Option C Specify: ____________________ (b) Credit Assurances: ☒Not Applicable ☐ Applicable (c) Collateral Threshold: ☒ Not Applicable ☐ Applicable If applicable, complete the following:

Party A Collateral Threshold: $______________; provided, however, that Party A's Collateral Threshold shall be zero if an Event of Default or Potential Event of Default with respect to Party A has occurred and is continuing.

Party A Independent Amount: $_______________
Party A Rounding Amount: $_________________

(d) Downgrade Event:
☒ Not Applicable
☐ Applicable
If applicable, complete the following:

☐ It shall be a Downgrade Event for Party A if Party A 's Credit Rating falls below ________ from S&P or ________from Moody's or if Party A is not rated by either S&P or Moody's

☐ Other:
Specify: ________________________________

(e) Guarantor for Party A: N/A

Guarantee Amount: N/A

Article 10
Confidentiality

☒ Confidentiality Applicable   If not checked, inapplicable.

Schedule M

☐ Party A is a Governmental Entity or Public Power System
☐ Party B is a Governmental Entity or Public Power System
☐ Add Section 3.6.   If not checked, inapplicable
☐ Add Section 8.4.   If not checked, inapplicable

Note to Buyers: If Buyer is a form of governmental entity, then Schedule M shall apply and further modifications to this Confirm will be needed.

Other Changes

1. The modifications to Section 1.12, 1.50 and 5.2 of the Master Agreement specified in that certain Errata published by the Edison Electric Institute (version 1.1, July 18, 2007) are hereby incorporated herein as if set forth in full.

2. Section 1.60 is amended by inserting the words "in writing" immediately following the words "agreed to".

3. In Section 2.1, delete the first sentence in its entirety and replace with the following:

   "A Transaction, or an amendment, modification or supplement thereto, shall be entered into only upon a writing signed by both Parties evidencing the commercial terms of such Transaction (a "Confirmation")."

4. Section 2.3 is deleted in its entirety and replaced with the following:

   "2.3 No Oral Agreements or Modifications. Notwithstanding anything to the contrary in this Master Agreement, the Master Agreement and any and all Transactions may not be orally amended, supplemented or modified and any such amendment, supplement or modification shall only be effective pursuant to a writing signed by both Parties."

5. Section 2.4 is hereby amended by deleting the words "either orally or" in the sixth line.

6. Section 10.2(ii) of the Master Agreement shall be modified by inserting "Except for the approval by the CPUC as stated in Section 2.2 of this Confirmation," at the beginning of the first sentence in such section.

7. Section 10.6 of the Master Agreement shall be deleted in its entirety and replaced with the following:

   "10.6 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 PERMISSIBLE UNDER APPLICABLE LAW, EACH PARTY WAIVES ITS RESPECTIVE RIGH TO ANY JURY TRIAL WITH RESPECT TO ANY LITIGATION ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT."

8. Schedule P: Products and Related Definitions shall be deleted in its entirety.

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1. <u>Definitions</u>

1.1 "Applicable Laws" means any law, rule, regulation, order, decision, judgment, or other legal or regulatory determination by any Governmental Body having jurisdiction over one or both Parties or this Transaction, including without limitation, the Tariff.

1.2 "Availability Incentive Payments" has the meaning set forth in the Tariff and includes any similarly defined payments under the Tariff in respect of Flexible RA Attributes.

1.3 "Availability Standards" has the meaning set forth in the Tariff and includes any similarly defined standards under the Tariff in respect of Flexible RA Attributes.

1.4 "Buyer" has the meaning specified in the introductory paragraph.

1.5 "CAISO" means the California Independent System Operator Corporation, or any successor entity performing the same functions.

1.6 "Capacity Attributes" means (a) the Local RA Attributes, (b) the RA Attributes, (c) the Flexible RA Attributes, and (d) any other current or future defined characteristics (including the ability to generate at a given capacity level, provide ancillary services, ramp up or down at a given rate, and flexibility or dispatch-ability attributes), certificates, tags, credits, howsoever entitled, including any account construct applied to any Compliance Obligations, based on the applicable Unit's electric generation capacity.

1.7 "Capacity Price" means the price specified in the Capacity Price Table in Section 4.1.

1.8 "Capacity Replacement Price" means (a) the actual rate per kW-day paid for any Replacement Capacity purchased by Buyer pursuant to Section 5.2(a) including any penalties, fines, transaction costs and expenses reasonably incurred by Buyer in purchasing such Replacement Capacity, or (b) absent a purchase of Replacement Capacity, any penalties, fines, transaction costs and expenses plus the per kW-day market price for the Product not delivered by Seller under this Confirmation. Buyer shall determine such market prices in a commercially reasonable manner. For purposes of Section 1.51 of the Master Agreement, "Capacity Replacement Price" shall be deemed the "Replacement Price" for this Transaction.

1.9 "Compliance Obligations" means the RAR, Local RAR, Flexible RAR, and other resource adequacy requirements associated with a generating unit's Capacity Attributes established for LSEs by the CPUC pursuant to the CPUC Decisions, or by any other Governmental Body having jurisdiction.

1.10 "Compliance Showing" means one or more of the following: (a) Local RAR Showing, (b) RAR Showing, (c) Flexible RAR Showing, or (d) other Capacity Attributes compliance or advisory filing (or similar or successor showing or filing), in each case, that an LSE is required to make to the CPUC (and/or, to the extent authorized by the CPUC, to the CAISO), pursuant to the CPUC Decisions, or to any Governmental Body having jurisdiction.

1.11 "Confirmation" has the meaning specified in the introductory paragraph.

1.12 [Reserved]

1.13 "Confirmation Execution Date" has the meaning specified in the introductory paragraph.

1.14 "Contract Price" means, for any day in any Monthly Delivery Period, the Capacity Price for such period.

1.15 "Contract Quantity" means the quantity of Product (in MW) as set forth in Section 3.5.

1.16 "Contract Term" has the meaning set forth in Section 2.1.

1.17 "CPUC" means the California Public Utilities Commission.

1.18 "CPUC Decisions" means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-04-040, 06-06-064, 06-07-031, 07-06-029, 08-06-031, 09-06-028, 10-06-036, 11-06-022, 12-06-25, and any other existing or subsequent decisions, resolutions or rulings related to resource adequacy, as may be amended from time to time by the CPUC.

1.19 "CPUC Filing Guide" is the annual document issued by the CPUC which sets forth the guidelines, requirements and instructions for LSEs to demonstrate compliance with the CPUC's resource adequacy program as provided in the CPUC Decisions.

1.20 "Credit Rating" means, with respect to any entity, the rating assigned to such entity's unsecured, senior long-term debt obligations (not supported by third party credit enhancements) by S&P, Moody's or any other rating agency agreed by the Parties as set forth in the Master Agreement, 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, Moody's or any other rating agency agreed by the Parties as set forth in the Master Agreement.

1.21 "Delivery Period" has the meaning specified in Section 3.3.

1.22 "Emission Reduction Credits" or "ERC(s)" 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 such 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.

1.23 "Environmental Costs" means costs incurred in connection with acquiring and maintaining all environmental permits and licenses for the Product, and the Product'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 Product, all operating and maintenance costs for operation of pollution mitigation or control equipment, costs of permit maintenance fees and emission fees as applicable, and the costs of all Emission Reduction Credits or Marketable Emission Trading Credits (including any costs related to greenhouse gas emissions) required by any applicable environmental laws, rules, regulations, and permits to operate, and 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.

1.24 "Flexible RA Attributes" means, with respect to a Unit, any and all flexible resource adequacy attributes, as may be identified from time to time by the CPUC, CAISO or other Governmental Body having jurisdiction that can be counted toward Flexible RAR, exclusive of any RA Attributes and Local RA Attributes.

1.25 "Flexible RAR" means the flexible capacity requirements, including, without limitation, maximum continuous ramping, load following, and regulation, established for LSEs by the CPUC pursuant to the CPUC Decisions, or by any other Governmental Body having jurisdiction. Flexible RAR may also be known as ramping, maximum ramping, maximum continuous ramping, maximum continuous ramping capacity, maximum continuous ramping ramp rate, load following, load following capacity, load following ramp rate, regulation, regulation capacity, regulation ramp rate.

1.26 "Flexible RAR Showing" means the Flexible RAR compliance or advisory filing (or similar or successor showing or filing) an LSE is required to make to the CPUC (and, to the extent authorized by the CPUC, to the CAISO) pursuant to the CPUC Decisions, or to any Governmental Body having jurisdiction.

1.27 "GADS" means the Generating Availability Data System, or its successor.

1.28 "Governmental Body" means any federal, state, local, municipal or other government; any governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; and any court or governmental tribunal.

1.29 "Local Capacity Area" has the meaning set forth in the Tariff.

1.30 "Local RA Attributes" means, with respect to a Unit, any and all resource adequacy attributes or other locational attributes for the Unit related to a Local Capacity Area, as may be identified from time to time by the CPUC, CAISO or other Governmental Body having jurisdiction, associated with the physical location or point of electrical interconnection of the Unit within the CAISO Control Area, that can be counted toward a Local RAR, but exclusive of any RA Attributes and Flexible RA Attributes.

1.31 "Local RAR" means the local resource adequacy requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, or by any other Governmental Body having jurisdiction. 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.

1.32 "Local RAR Showing" means the Local RAR compliance or advisory filing (or similar or successor showing or filing) an LSE is required to make to the CPUC (and, to the extent authorized by the CPUC, to the CAISO) pursuant to the CPUC Decisions, or to any Governmental Body having jurisdiction.

1.33 "LSE" means load-serving entity.

1.34 "Marketable Emission Trading Credits" means without limitation, 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 (see 42 U.S.C. § 7651b.(a) to (f)).

1.35 "Master Agreement" has the meaning specified in the introductory paragraph.

1.36 "Monthly Delivery Period" means each calendar month during the Delivery Period and shall correspond to each Showing Month.

1.37 "Monthly Payment" has the meaning specified in Section 4.1.

1.38 "Moody's" means Moody's Investors Services, Inc. or its successor.

1.39 "NERC" means the North American Electric Reliability Corporation, or its successor.

1.40 "NERC/GADS Protocols" means the GADS protocols established by NERC, as may be updated from time to time.

1.41 "Net Qualifying Capacity" has the meaning set forth in the Tariff.

1.42 "Non-Availability Charges" has the meaning set forth in the Tariff and includes any similarly defined charges under the Tariff in respect of Flexible RA Attributes.

1.43 "Non-Specified RA Replacement Capacity" has the meaning set forth in the Tariff and includes any similarly defined capacity under the Tariff in respect of Flexible RA Attributes.

1.44 "Outage" means any disconnection, separation, or reduction in the capacity of any Unit that relieves all or part of the offer obligations of the Unit consistent with the Tariff.

1.45 "Outage Schedule" has the meaning specified in Section 3.8.

1.46 "Planned Outage" shall have the meaning in CPUC Decisions, and includes a planned, scheduled, or any other Outage approved by the CAISO for the routine repair or maintenance of the Unit, or for the purposes of new construction work, and does not include any Outage designated as either forced or unplanned as defined by the CAISO or NERC/GADS Protocols.

1.47 "Product" has the meaning specified in Section 3.1.

1.48 “Prorated Percentage of Unit Factor” means the percentage, as specified in Appendix A, of the Unit NQC as of the Confirmation Execution Date that is dedicated to Buyer under this Transaction.

1.49 “Prorated Percentage of Unit Flexible Factor” means the percentage, as specified in Appendix A, of the Unit EFC as of the Confirmation Execution Date that is dedicated to Buyer under this Transaction.

1.50 “RA Attributes” means, with respect to a Unit, any and all resource adequacy attributes, as may be identified from time to time by the CPUC, CAISO or other Governmental Body having jurisdiction that can be counted toward RAR, exclusive of any Local RA Attributes and Flexible RA Attributes.

1.51 “RA Substitute Capacity” means capacity that the CAISO permits under the CAISO Tariff to be substituted for a Resource Adequacy Resource that is on Outage.

1.52 “RAR” means the resource adequacy requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, or by any other Governmental Body having jurisdiction.

1.53 “RAR Showing” means the RAR compliance or advisory filing (or similar or successor showing or filing) an LSE is required to make to the CPUC (and/or, to the extent authorized by the CPUC, to the CAISO), pursuant to the CPUC Decisions, or to any Governmental Body having jurisdiction.

1.54 “Replacement Capacity” means capacity which has equivalent Capacity Attributes as the portion of the Product not provided by the Units committed to Buyer as of the Confirmation Execution Date.

1.55 “Replacement Rules” has the meaning set forth in Section 3.9(b).

1.56 “Replacement Unit” means a generating unit providing Replacement Capacity.

1.57 “Resource Category” shall be as described in the CPUC Filing Guide.

1.58 “RMR Contract” has the meaning set forth in the Tariff.

1.59 “S&P” means the Standard & Poor’s Rating Group (a division of McGraw-Hill, Inc. or its successor).

1.60 “Scheduling Coordinator” or “SC” has the meaning set forth in the Tariff.

1.61 “Seller” has the meaning specified in the introductory paragraph.

1.62 “Showing Month” shall be the calendar month that is the subject of the Compliance Showing, as applicable, as set forth in the CPUC Decisions. For illustrative purposes only, pursuant to the CPUC Decisions in effect as of the Confirmation Execution Date, the monthly RAR Showing made in June is for the Showing Month of August.

1.63 “Substitution Rules” has the meaning set forth in Section 3.9(b).

1.64 “Supply Plan” has the meaning set forth in the Tariff [and includes any similarly defined plan under the Tariff in respect of Flexible RA Attributes.

1.65 “Tariff” means the tariff and protocol provisions, including any applicable CAISO-published “Operating Procedures” and “Business Practice Manuals,” as amended or supplemented from time to time, of the CAISO.

1.66 “Transaction” has the meaning specified in the introductory paragraph.

1.67 "Unit" or "Units" shall mean the generation assets described in Appendix A (including any Replacement Units), from which Product is provided by Seller to Buyer.

1.68 "Unit Contract Quantity" means the amount of Product (in MW) to be delivered by Seller to Buyer by each individual Unit, as specified in Appendix A as of the Confirmation Execution Date.

1.69 "Unit EFC" means the effective flexible capacity or capacity that is qualified to provide Flexible RA Attributes established by the CAISO for the applicable Unit.

1.70 "Unit NQC" means the Net Qualifying Capacity established by the CAISO for the applicable Unit.

1.71 "Unit Delivered Quantity" means the amount of applicable Product (in MW) actually "delivered" by Seller to Buyer by each individual Unit. As used herein, "delivered" shall mean shown in the Supply Plan and, for purposes of Section 4.1, shall include any RA Substitute Capacity under Section 3.9, and in all cases, shall not include (i) any portion of Contract Capacity for which Buyer is required under the Compliance Obligations or the Tariff to procure Replacement Capacity, and (ii) any portion of Contract Capacity for which Seller is required hereunder, but fails, to provide Replacement Capacity to Buyer.

2. Term

2.1 Contract Term

The "Contract Term" shall mean the period of time commencing upon the Confirmation Execution Date and continuing until the later of (a) the expiration of the Delivery Period or (b) the date the Parties' obligations under this Agreement have been fulfilled.

3. Transaction

3.1 Product

(a) Seller shall sell and Buyer shall receive and purchase, the Capacity Attributes (including all Local RA Attributes and Flexible RA Attributes of the Units identified in Appendix A (collectively, the "Product") and Seller shall deliver the Product as described in Section 3.2 below. Product does not include any right to dispatch or receive the energy or ancillary services from the Unit. Seller retains the right to sell any Product from a Unit in excess of its Unit Contract Quantity.

(b) The Parties agree that (i) the Contract Price for the Product shall not change if the CAISO, CPUC or other Governmental Body (A) defines new or re-defines existing Local Capacity Areas which decreases or increases the amount of Local RA Attributes provided hereunder, or (B) defines new or re-defines existing Local Capacity Areas whereby the Units qualify for a Local Capacity Area and (ii) if the event in Section 3.1(b)(i)(B) occurs then the Product shall include such Local RA Attributes.

(c) The Parties agree that (i) the Contract Price for the Product shall not change if the CAISO, CPUC or other Governmental Body defines new or re-defines existing Flexible RAR, Capacity Attributes related to Flexible RAR, or attributes of the Unit related to Flexible RAR, that results in a decrease or increase in the amount of Capacity Attributes related to Flexible RAR provided hereunder, and (ii) if the event in Section 3.1(c)(i) occurs then the Product shall include such Capacity Attributes related to Flexible RAR.

3.2 Unit Contingent Quantity

During the Delivery Period, Seller shall provide Buyer with the Product from the Unit(s) in the amount of the Contract Quantity. Except for reasons of Planned Outage, Force Majeure or any adjustment of the Capacity Attributes of any Unit(s), if the Unit(s) are not available to provide any portion of the Product, Seller shall provide Buyer with Replacement Capacity from one or more Replacement Units pursuant to Section 5.1. If Seller fails to provide Buyer with Replacement Capacity pursuant to Section 5.1, then Seller shall be liable for damages and/or to indemnify Buyer for penalties, fines or costs pursuant to the terms of Section 5 and Section 10.

3.3 Delivery Period

The "Delivery Period" shall be June 1, 2023 through June 30, 2023, and September 1, 2023 through September 30, 2023, inclusive, unless terminated earlier in accordance with the terms of this Agreement.

3.4 Contract Quantity:

During each month of the Delivery Period, Seller shall provide the Product from each Unit in the total amount for such month as follows:

CONTRACT QUANTITY TABLE

Unit Name	CAISO Resource ID*	Month(s)	Unit Contract Quantity (MW)	
			Capacity Attributes (excluding Flexible RA Attributes)	Flexible RA Attributes
[redacted]				

3.5 Delivery of Product

Seller shall provide Buyer with the Contract Quantity for each day in each Monthly Delivery Period consistent with the following:

(a) Seller shall, on a timely basis, submit, or cause each Unit's SC to submit, Supply Plans to identify and confirm the Unit Delivered Quantity for each Unit provided to Buyer so that the total amount of Unit Delivered Quantity identified and confirmed equals the Unit Contract Quantity for each Unit, unless specifically notified or requested not to do so by the Buyer pursuant to Section 3.9, and;

(b) Seller shall submit, or cause each Unit's SC to submit, written notification to Buyer, no later than fifteen (15) Business Days before the relevant deadline for any applicable Compliance Showing, that Buyer will be credited with Unit Delivered Quantity for the applicable portion of the Delivery Period in the Unit's SC Supply Plan so that the total amount of Unit Delivered Quantity for each Unit credited equals the Unit Contract Quantity.

3.6 CAISO/CPUC Offer Requirements

Subject to Buyer's request under Section 3.9(a), Seller shall, or cause the Unit's SC to, bid and/or schedule with, or make available to, the CAISO the Unit Contract Quantity for each Unit in compliance with the Tariff and the CPUC Filing Guide, including any must offer obligation under the Tariff or the CPUC Filing Guide, and shall, or cause the Unit's SC, owner, or operator, as applicable, to perform all obligations under the Tariff and the CPUC Filing Guide that are associated with the sale and delivery of Product hereunder. Buyer shall have no liability for the failure of Seller or the failure of any Unit's SC, owner, or operator to comply with such Tariff and CPUC Filing Guide provisions, including any penalties, charges or fines imposed on Seller or the Unit's SC, owner, or operator for such noncompliance.

3.7 Reserved

3.8 Unit Substitution; RA Replacement Capacity

(a) RA Replacement Capacity: No later than five (5) Business Days before the relevant deadline for each applicable Compliance Showing, Buyer may (i) request, subject to Seller's reasonable approval, that Seller not, or cause each Unit's SC not to, list a portion or all of a Unit's applicable Unit Contract Quantity on the Supply Plan or (ii) notify Seller that a portion or all of the Unit Contract Quantity of a Unit will be included in an applicable Compliance Showing as RA Substitute Capacity. The amount of Unit Contract Quantity that is the subject of such a request or notice shall be known as "RA Substitute Capacity" and, for purposes of calculating a Monthly Payment pursuant to Section 4.1, to the extent provided, such RA Substitute Capacity shall be deemed Unit Delivered Quantity provided consistent with Section 3.6.

(b) Seller's Obligations With Respect to RA Substitute Capacity: If Buyer requests RA Substitute Capacity, Seller shall (i) make such RA Substitute Capacity available to Buyer during the applicable Showing Month to allow Buyer to utilize, as applicable, the substitution rules in Sections 9.3.1.3.1, 9.3.1.3.2 and 40.9.4.2.1 of the Tariff including any similarly defined substitution rules under the Tariff in respect of Flexible RA Attributes ("Substitution Rules") and (ii) take, or cause each Unit's SC to take, all action to allow Buyer to utilize, as applicable, the Substitution Rules, including, but not limited to, ensuring that the RA Substitute Capacity will qualify, as applicable, for substitution under the Substitution Rules, and providing Buyer with all information needed to utilize the Substitution Rules.

(c) Seller agrees that all RA Substitute Capacity utilized by Buyer under the Substitution Rules, as applicable, is subject to the requirements identified in Section 3.6.

(d) Failure to Provide RA Substitute Capacity: If Seller fails to provide RA Substitute Capacity or Buyer is unable to utilize the RA Substitute Capacity under the Substitution Rules due to Seller's failure to fulfill its obligations under Section 3.9(b)(ii), then Seller shall reimburse Buyer for any and all Non-Availability Charges incurred by Buyer and shall pay Buyer the CPM revenue the CASIO would have paid the Buyer but for Seller failure, due to such failure or inability to utilize the Substitution Rules; provided, that if Buyer is unable to utilize the Substitution Rules because the RA Substitute Capacity does not qualify for substitution under Section 9.3.1.3.1, 9.3.1.3.2, 40.9.4.2.1(1)(i) or (ii) of the Tariff, then Seller shall not be responsible for any such Non-Availability Charges described in this Section 3.9(d) associated with such inability.

3.9 Buyer's Re-Sale of Product

Buyer may re-sell all or a portion of the Product.

4. Payment

4.1 Monthly Payment

In accordance with the terms of Article Six of the Master Agreement, Buyer shall make a "Monthly Payment" to Seller for each Unit after the applicable Monthly Delivery Period, as follows:

$$Monthly\ Payment = \sum_{n=1}^{d}(A_n * B_n * 1000)$$

***where*:**

A *= applicable Contract Price (in $/kW-day) for that calendar day*

B *= Unit Delivered Quantity (in MW) for Capacity Attributes provided by Seller for such Unit in that calendar day; provided, however, in no event shall this quantity "**B**" exceed the Contract Quantity for such Unit (in MW) for Capacity Attributes nor shall this quantity "**B**" be less than zero.*

d *= Total number of calendar days in the respective Monthly Delivery Period*

The Monthly Payment calculation shall be rounded to two decimal places. In no case shall a Unit's Monthly Payment (or any day in any Monthly Payment) be less than zero.

CAPACITY PRICE TABLE

Contract Month	Capacity Price ($/kW-day)
[redacted]	

4.2 Reserved.

4.3 Allocation of Other Payments and Costs

(a) Seller shall retain any revenues it may receive from and pay all costs charged by, the CAISO or any other third party with respect to any Unit for (i) start-up, shutdown, and minimum load costs, (ii) capacity revenue for ancillary services, (iii) energy sales, and (iv) any revenues for black start or reactive power services. Seller shall be responsible for the Environmental Costs associated with the Product and shall indemnify, defend and hold Buyer harmless from and against all third-party claims brought against Buyer for Environmental Costs.

(b) Buyer shall be entitled to receive and retain all revenues associated with the Contract Quantity during the Delivery Period including any capacity or availability revenues from RMR Contracts for any Unit, Capacity Procurement Mechanism (CPM) or its successor, and Residual Unit Commitment (RUC) Availability Payments, or its successor but excluding payments described in Section 4.3(a)(i)-(iv).

(c) In accordance with Section 4.1 of this Confirmation and Article Six of the Master Agreement, all such Buyer revenues described in Section 4.3(b), but received by Seller, or a Unit's SC, owner, or operator shall be remitted to Buyer, and Seller shall pay such revenues to Buyer if the Unit's SC, owner, or operator fails to remit those revenues to Buyer. In order to verify the accuracy of such revenues, Buyer shall have the right, at its sole expense and during normal working hours after reasonable prior notice, to hire an independent third party reasonably acceptable to Seller to audit any documents, records or data of Seller associated with the Contract Quantity.

(d) If a centralized capacity market develops within the CAISO region, Buyer will have exclusive rights to offer, bid, or otherwise submit the Contract Quantity for re-sale in such market, and retain and receive any and all related revenues.

(e) Subject to the Unit being made available to the CAISO in accordance with Article 3 of this Confirmation, Seller agrees that the Unit is subject to the terms of the Availability Standards, Non-Availability Charges, and Availability Incentive Payments under the Tariff. Furthermore, the Parties agree that any Availability Incentive Payments are for the benefit of Seller and for Seller's account and that any Non-Availability Charges are the responsibility of Seller and for Seller's account.

4.4 <u>Offset Rights</u>

Either Party may offset any amounts owing to it for revenues, penalties, fines, costs, reimbursement or other payments pursuant to Article Six of the Master Agreement against any future amounts it may owe to the other Party under this Confirmation.

5. <u>Seller's Failure to Deliver Contract Quantity</u>

5.1 <u>Seller's Duty to Provide Replacement Capacity</u>

Planned Outage replacement shall be addressed by the Tariff. For all other replacements, if Seller is unable to provide the Contract Quantity from any Unit(s) for any day in any Monthly Delivery Period and Replacement Capacity is required under Section 3.2, then:

(a) Seller shall notify Buyer of the non-availability of any portion of the Contract Quantity from any Unit(s) and identify Replacement Unit(s), and

(b) Seller shall, at no additional cost to Buyer, provide Buyer with Replacement Capacity from one or more Replacement Units, such that the total amount of Product provided to Buyer from all Units and Replacement Units equals Contract Quantity.

<u>provided</u> that the designation of any Replacement Unit by Seller shall be subject to Buyer's prior written approval, which shall not be unreasonably withheld or delayed. Once Seller has identified in writing any Replacement Units that meet the requirements of this Section 5.1, and Buyer has approved the designation of the Replacement Unit, then any such Replacement Unit shall be deemed a Unit for purposes of this Confirmation for that day in such Monthly Delivery Period. Notwithstanding anything to the contrary in this Confirmation, Seller's failure to properly provide Replacement Capacity, including Seller's obligation to identify Replacement Units within the notice deadlines specified in this Section 5.1, may result in the calculation of damages payable to Buyer and/or the indemnification of Buyer against any penalties, fines or costs under Section 5 and Section 10.

5.2 <u>Damages for Failure to Provide Replacement Capacity</u>

If Seller fails to provide Buyer any portion of the Contract Capacity from Replacement Units for any day in any Monthly Delivery Period as required by Section 5.1, then the following shall apply:

(a) Buyer may, but shall not be obligated to, obtain Replacement Capacity. Buyer may enter into purchase transactions with one or more parties to replace the portion of Contract Capacity not provided by Seller. Additionally, Buyer may enter into one or more arrangements to repurchase its obligation to sell and deliver the capacity to another party, and such arrangements shall be considered the procurement of Replacement Capacity. Buyer shall act in a commercially reasonable manner in purchasing any Replacement Capacity, and;

(b) Seller shall pay to Buyer damages, in accordance with the terms of Section 4.1 of the Master Agreement relating to "Accelerated Payment of Damages," if applicable, an amount equal to the positive difference, if any, between (i) the sum of (A) the Capacity Replacement Price paid by Buyer for any Replacement Capacity purchased by Buyer pursuant to Section 5.2(a) for such day, plus (B) the Capacity Replacement Price times the portion of Contract Capacity not provided by Seller nor purchased by Buyer pursuant to Section 5.2(a) for such day times 1,000 kW/MW, and (ii) the portion of Contract Capacity not provided for the applicable day in the applicable Monthly Delivery Period times the Contract Price for that day times 1,000 kW/MW.

5.3 Indemnities for Failure to Deliver Contract Capacity

If Buyer is unable to purchase Replacement Capacity after Seller fails to provide Buyer a portion of the Contract Capacity from Replacement Units for any day in any Monthly Delivery Period as required by Section 5.1, then in addition to the damages pursuant to Section 5.2(b)(i)(B) with respect to the portion of Contract Capacity that Buyer has not replaced, Seller agrees to indemnify, defend and hold harmless Buyer from any penalties, fines or costs assessed against Buyer by the CPUC, CAISO, or any Governmental Body having jurisdiction, resulting from any of the following:

(a) Seller's failure to provide any portion of the Contract Capacity or any portion of the Replacement Capacity;

(b) Seller's failure to provide timely notice of the non-availability of any portion of the Contract Capacity;

(c) A Unit's SC's failure to timely submit Supply Plans that identify Buyer's right to the Unit Contract Quantity purchased hereunder, or;

(d) any other failure by Seller to perform its material obligations under this Confirmation.

With respect to the foregoing, the Parties shall use commercially reasonable efforts to minimize such penalties, fines and costs; provided, that in no event shall Buyer be required to use or change its utilization of its owned or controlled assets or market positions to minimize these penalties, fines and costs.

6. Other Buyer and Seller Covenants

6.1 Seller's and Buyer's Duty to Take Action to Allow the Utilization of the Product

Buyer and Seller shall, throughout the Delivery Period, take commercially reasonable actions and execute any and all documents or instruments reasonably necessary to ensure Buyer's right to the use of the Contract Quantity for the sole benefit of Buyer's Compliance Obligations. The Parties further agree to negotiate in good faith to make necessary amendments, if any, to this Confirmation to conform this Transaction to subsequent clarifications, revisions or decisions rendered by the CPUC, FERC, or other Governmental Body having jurisdiction to administer Compliance Obligations, to maintain the benefits of the bargain struck by the Parties on the Confirmation Execution Date. The Parties acknowledge that the benefit of the bargain as stated in this Agreement attempts to reflect anticipated changes to the CASIO and CPUC Resource Adequacy rules as such rules have been proposed as of the Confirmation Execution Date.

As used in this Section 6.1, "commercially reasonable actions" or "good faith" shall not require the Seller, or the owner or operator of any Unit to undertake any capital improvements, facility enhancements, or the construction of new facilities.

6.2 Seller's Represents, Warrants and Covenants

Seller represents, warrants and covenants to Buyer that, throughout the Delivery Period:

(a) Seller owns or has the exclusive right to the Product sold under this Confirmation from each Unit, and shall furnish Buyer, CAISO, CPUC or other Governmental Body with such evidence as may reasonably be requested to demonstrate such ownership or exclusive right;

(b) No portion of the Contract Quantity has been committed by Seller to any third party in order to satisfy Compliance Obligations or analogous obligations in any CAISO or non-CAISO markets, other than pursuant to an RMR Contract between the CAISO and either Seller or the Unit's owner or operator;

(c) Each Unit is connected to the CAISO Controlled Grid, is within the CAISO Control Area, and is under the control of CAISO;

(d) Seller shall, and each Unit's SC, owner and operator is obligated to, comply with Applicable Laws, including the Tariff, relating to the Product;

(e) If Seller is the owner of any Unit, the aggregation of all amounts of Capacity Attributes that Seller has sold, assigned or transferred for any Unit does not exceed the Unit NQC or Unit EFC, as applicable, for that Unit;

(f) Seller has notified the SC of each Unit that Seller has transferred the Unit Contract Quantity to Buyer, and the SC is obligated to deliver the Supply Plans in accordance with the Tariff fully reflecting such transfer;

(g) Seller has notified the SC of each Unit that Seller is obligated to cause each Unit's SC to provide to Buyer, at least fifteen (15) Business Days before the relevant deadline for each Compliance Showing, the Unit Contract Quantity of each Unit that is to be submitted in the Supply Plan associated with this Agreement for the applicable period;

(h) Seller has notified each Unit's SC that Buyer is entitled to the revenues set forth in Section 4.3, and such SC is obligated to promptly deliver those revenues to Buyer, along with appropriate documentation supporting the amount of those revenues;

(i) In the event Seller has rights to the energy output of any Unit, and Seller or the Unit's SC schedules energy from the Unit for export from the CAISO Control Area, or commits energy to another entity in a manner that could result in scheduling energy from the Unit for export from the CAISO Control Area, it shall do so only as allowed by, and in accordance with, Applicable Laws and such exports may, if allowed by the Tariff, be curtailed by the CAISO, and;

(j) The owner or operator of each Unit is obligated to maintain and operate each Unit using Good Utility Practice and, if applicable, General Order 167 as outlined by the CPUC in the Enforcement of Maintenance and Operation Standards for Electric Generating Facilities Adopted May 6, 2004, and is obligated to abide by all Applicable Laws in operating such Unit; provided, that the owner or operator of any Unit is not required to undertake capital improvements, facility enhancements, or the construction of new facilities.

7. Confidentiality

Notwithstanding Section 10.11 of the Master Agreement, the Parties agree that Buyer and Seller may disclose this Agreement to the CPUC, CAISO and any Governmental Body, as required by Applicable Law, and Seller may disclose the transfer of the Contract Quantity under this Transaction to the SC of each Unit in order for such SC to timely submit accurate Supply Plans; provided, that each disclosing Party shall use reasonable efforts to limit, to the extent possible, the ability of any such applicable Governmental Body, CAISO, or SC to further disclose such information. In addition, in the event Buyer resells all or any portion of the Product, Buyer shall be permitted to disclose to the other party to such resale transaction all such information necessary to effect such resale transaction.

8. Counterparts

This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall be deemed one and the same Agreement. Delivery of an executed counterpart of this Agreement by fax will be deemed as effective as delivery of an originally executed counterpart. Any Party delivering an executed counterpart of this Agreement by facsimile will also deliver an originally executed counterpart, but the failure of any Party to deliver an originally executed counterpart of this Agreement will not affect the validity or effectiveness of this Agreement.

9. Collateral Requirements

Buyer shall have no obligation to provide or maintain such Performance Assurance if Buyer maintains a Credit Rating from S&P of BBB- or better or from Moody's of Baa3 or better; provided that if Seller fails to maintain such specified Credit Rating, then Buyer agrees to deliver to Seller within three (3) Business Days of Seller's request following such Credit Rating downgrade and maintain in full force and effect Performance Assurance in the amount of One Million, One Hundred Six Thousand, One Hundred Ninety Three ($1,106,193.00) in the form of (i) cash or (ii) a Letter of Credit, in substantially the same form as attached hereto as Appendix B, until all amounts have been indefeasibly paid in full.

10. Declaration of an Early Termination Date and Calculation of Settlement Amounts

Notwithstanding anything to the contrary, the Parties shall determine the Settlement Amount for this Transaction in accordance with Section 5.2 of the Master Agreement using the defined terms contained in this Confirmation as applicable. Furthermore, with respect to this Transaction only, the following language is to be added at the end of Section 5.2 of the EEI Agreement:

> "If Buyer is the Non-Defaulting Party and Buyer reasonably expects to incur penalties, fines or costs from the CPUC, the CAISO, or any other Governmental Body having jurisdiction, because Buyer is not able to include the Contract Quantity in any applicable Compliance Showing due to the termination of the Transaction under the Master Agreement caused by Seller's Event of Default and Buyer has not purchased Replacement Capacity for the applicable portion of the Contract Quantity, then Buyer may, in good faith, estimate as its Losses in respect of the Transaction the present value of the amount of those penalties, fines and costs on a $/kW-day basis subtracting the Contract Price (in $/kW-day) and include this estimate in its determination of the Settlement Amount, subject to accounting to Seller when those penalties, fines and costs are finally ascertained. The rights and obligations with respect to determining and paying any Settlement Amount or Termination Payment, and any dispute resolution provisions with respect thereto, shall survive the termination of this Transaction and shall continue until after those penalties or fines are finally ascertained."

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Confirmation to be duly executed as of the date first above written.

Silicon Valley Clean Energy Authority
a California joint powers authority

By: DocuSigned by: Girish Balachandran 5CA64B9AC4C24C3...

Name: Girish Balachandran

Title: CEO

SAN DIEGO GAS & ELECTRIC COMPANY
a California corporation

By: DocuSigned by: BB43C9758847486...

Name: Joe Pasquito

Title: Market Analysis Manager

APPROVED as to legal form DS AS

APPENDIX A

Buyer SCID: LSVCE

Unit Information

Unit Resource Name	Carlsbad 1
CAISO Resource ID	CARLS1_2_CARCT1
Unit SCID	LSDGE
Unit NQC (MW)	422
Prorated Percentage of Unit Factor	11.85%
Unit EFC (MW)	422
Prorated Percentage of Unit Flexible Factor	11.85%
Resource Type	Natural Gas
Resource Category (MMC Bucket 1, 2, 3 or 4)	3
Flex Category	2
Path 26 (North or South)	South
Local Capacity Area (if any, as of Confirmation Execution Date)	San Diego-IV
[redacted]	
Deliverability restrictions, if any, as described in most recent CAISO deliverability assessment	None
Run Hour Restrictions	Cannot run between HE 1 and HE 6

Unit Information

Unit Resource Name	Carlsbad 1
CAISO Resource ID	CARLS1_2_CARCT1
Unit SCID	LSDGE
Unit NQC (MW)	422
Prorated Percentage of Unit Factor	2.80%
Unit EFC (MW)	422
Prorated Percentage of Unit Flexible Factor	2.80%
Resource Type	Natural Gas
Resource Category (MMC Bucket 1, 2, 3 or 4)	3
Flex Category	2
Path 26 (North or South)	South
Local Capacity Area (if any, as of Confirmation Execution Date)	San Diego-IV
[redacted]	
Deliverability restrictions, if any, as described in most recent CAISO deliverability assessment	None
Run Hour Restrictions	Cannot run between HE 1 and HE 6

Appendix B

Form of Letter of Credit

LETTER OF CREDIT FORM

IRREVOCABLE STANDBY
LETTER OF CREDIT
Reference Number:_______________
Transaction Date:

BENEFICIARY:

San Diego Gas & Electric Company
____
____
____

Ladies and Gentlemen:

______________________________________(the "Bank") hereby establishes this Irrevocable Standby Letter of Credit ("Letter of Credit") in favor of San Diego Gas & Electric Company, a California corporation (the "Beneficiary"), for the account of_______________________, a _____________corporation (the "Applicant"), for the amount of XXX AND XX/100 Dollars ($______ ____________) (the "Available Amount"), effective immediately and expiring at 5:00 p.m., New York time, on the Expiration Date (as hereinafter defined).

This Letter of Credit shall be of no further force or effect upon the close of business on _______________or, if such day is not a Business Day (as hereinafter defined), on the next preceding Business Day, unless extended in accordance with the terms of this Letter of Credit. For the purposes hereof, "Business Day" shall mean any day on which commercial banks are not authorized or required to close in New York, New York.

Subject to the terms and conditions herein, funds under this Letter of Credit are available to the Beneficiary by presentation in compliance on or prior to 5:00 p.m. New York time, on or prior to the Expiration Date, of the following:

1. The original of this Letter of Credit and all amendments (or photocopy of the original for partial drawings); and

2. The Drawing Certificate issued in the form of Attachment A attached hereto and which forms an integral part hereof, duly completed and purportedly bearing the signature of an authorized representative of the Beneficiary.

Notwithstanding the foregoing, any drawing hereunder may be requested by transmitting the requisite documents as described above to the Bank by facsimile at________________or such other number as specified from time to time by the Bank or by electronic signature. The facsimile or electronic signature transmittal shall be deemed delivered when received. It is understood that drawings made by facsimile transmittal or electronic signature are deemed to be the operative instrument without the need of originally signed documents.

Partial drawing of funds shall be permitted under this Letter of Credit, and this Letter of Credit shall remain in full force and effect with respect to any continuing balance; *provided that,* the Available Amount shall be reduced by the amount of each such drawing.

This Letter of Credit is transferable in whole or in part.

Banking charges shall be the sole responsibility of the Applicant.

It is a condition of this Letter of Credit that it shall be deemed automatically extended without an amendment for a one year period beginning on the present expiry date hereof and upon each anniversary of such date, unless at least ninety (90) days prior to any such expiry date we have sent you written notice by regular and registered mail or courier service that we elect not to permit this Letter of Credit to be so extended beyond, and will expire on its then current expiry date. No presentation made under this Letter of Credit after such expiry date will be honored except as described in the succeeding paragraph.

We agree that if this Letter of Credit would otherwise expire during, or within 30 days after, an interruption of our business caused by an act of god, riot, civil commotion, insurrection, act of terrorism, war or any other cause beyond our control or by any strike or lockout, then this Letter of Credit shall expire on the 30th day following the day on which we resume our business after the cause of such interruption has been removed or eliminated and any drawing on this Letter of Credit which could properly have been made but for such interruption shall be permitted during such extended period.

This Letter of Credit sets forth in full our obligations and such obligations shall not in any way be modified, amended, amplified or limited by reference to any documents, instruments or agreements referred to herein, except only the attachment referred to herein; and any such reference shall not be deemed to incorporate by reference any document, instrument or agreement except for such attachment.

The Bank engages with the Beneficiary that Beneficiary's drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored if presented to the Bank on or before the Expiration Date.

THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION) INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 600 ("UCP"), EXCEPT TO THE EXTENT THAT THE TERMS HEREOF ARE INCONSISTENT WITH THE PROVISIONS OF THE UCP, INCLUDING BUT NOT LIMITED TO ARTICLES 14(8) AND 36 OF THE UCP, IN WHICH CASE THE TERMS OF THIS LETTER OF CREDITSHALLGOVERN. MATTERSNOTCOVERED BY THE UCP SHALL BEGOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

AUTHORIZED SIGNATURE for Bank

____
By:

Title:__________________________________

ATTACHMENT A TO APPENDIX B

DRAWING CERTIFICATE TO [ISSUING BANK NAME]

IRREVOCABLE STANDBY LETTER OF CREDIT

Reference Number. ____
(Sample Text)

DRAWING CERTIFICATE
Bank
Bank Address

Subject: Irrevocable Standby Letter of Credit
Reference Number:
____

The undersigned____________________, an authorized representative of San Diego Gas & Electric Company (the "Beneficiary"), hereby certifies to [Issuing Bank Name] (the "Bank"), and ____________________(the "Applicant"), with reference to Irrevocable Standby Letter of Credit No.__________________, dated ____________________, (the "Letter of Credit"), issued by the Bank in favor of the Beneficiary, as follows as of the date hereof:

1. The Beneficiary is entitled to draw under the Letter of Credit an amount equal to
$________________, for the following reason(s) [check applicable provision]:

[ ]A. An Event of Default, as defined in the [INSERT] Agreement between Beneficiary and Applicant (the "Agreement"), with respect to the Applicant has occurred and is continuing or an amount is due and unpaid to Beneficiary by Applicant.

[ ]B. The Letter of Credit will expire in fewer than sixty (60) days from the date hereof, and Applicant has not provided to Beneficiary alternate Performance Assurance (as defined in the Agreement) acceptable to Beneficiary.

2. Based upon the foregoing, the Beneficiary hereby makes demand under the Letter of Credit for payment of U.S. DOLLARS AND /100ths (U.S.$_________________________), which amount does not exceed (i) the amount set forth in paragraph 1 above, and (ii) the Available Amount under the Letter of Credit as of the date hereof.

3. Funds paid pursuant to the provisions of the Letter of Credit shall be wire-transferred to the Beneficiary in accordance with the following instructions:

WSPP RESOURCE ADEQUACY CONFIRMATION LETTER BETWEEN HIGH DESERT POWER PROJECT, LLC AND SILICON VALLEY CLEAN ENERGY AUTHORITY

This confirmation letter ("Confirmation") confirms the transaction between **HIGH DESERT POWER PROJECT, LLC, a California limited liability company** ("Seller"), and **SILICON VALLEY CLEAN ENERGY AUTHORITY, a California joint powers authority** ("Buyer"), each individually a "Party" and together the "Parties", dated as of December 21, 2022 (the "Confirmation Effective Date"), in which Seller agrees to sell and deliver and Buyer agrees to purchase and receive the right to the Product, as such term is defined in Article 3 of this Confirmation (the "Transaction"). This Transaction is governed by the WSPP Agreement effective as of August 12, 2021 (the "WSPP Agreement"). The WSPP Agreement and this Confirmation, including any applicable appendices, exhibits or amendments thereto, shall be collectively referred to herein as the "Agreement" and shall constitute a single agreement between the Parties with respect to the Transaction. Capitalized terms not otherwise defined in this Confirmation or the WSPP Agreement are defined in the Tariff (as defined herein).

1. DEFINITIONS

1.1 "Alternate Capacity" means any replacement Product which Seller has elected to provide to Buyer in accordance with the terms of Section 4.5.

1.2 "Annual Supply Plan" has the meaning set forth in the Tariff.

1.3 "Applicable Laws" means any law, rule, regulation, order, decision, judgment, or other legal or regulatory determination by any Governmental Body having jurisdiction over one or both Parties or this Transaction, including without limitation, the Tariff.

1.4 "Availability Incentive Payments" has the meaning set forth in the Tariff.

1.5 "Availability Standards" shall mean Availability Standards as defined in Section 40.9 of the Tariff or otherwise applicable to CAISO.

1.6 "Buyer" as used herein shall have the same meaning as "Purchaser" under the WSPP Agreement.

1.7 "CAISO" means the California Independent System Operator or its successor.

1.8 "Capacity Replacement Price" means (a) the price actually paid for any Replacement Capacity purchased by Buyer pursuant to Section 4.7 hereof, plus costs reasonably incurred by Buyer in purchasing such Replacement Capacity, or (b) absent a purchase of any Replacement Capacity, the market price for such Designated RA Capacity not provided at the Delivery Point. The Buyer shall determine such market prices in a commercially reasonable manner. For purposes of Sections 4 and 21.3(2) of the WSPP Agreement, "Capacity Replacement Price" shall be deemed to be the "Replacement Price."

1.9 "CIRA Tool" means the CAISO Customer Interface for Resource Adequacy application, or its successor platform.

1.10 "Compliance Showings" means the Flexible RAR Showings, LAR Showings, and RAR Showings, as applicable to the Product.

1.11 "Confirmation" has the meaning specified in the introductory paragraph hereof.

1.12 "Confirmation Effective Date" has the meaning specified in the introductory paragraph hereof.

1.13 "Contingent Firm RA Product" has the meaning specified in Section 3.4 hereof.

1.14 "Contract Price" means, for any Monthly Delivery Period, the price specified under the RA Capacity Price Table in Section 4.9.

1.15 "Contract Quantity" means, with respect to any particular Showing Month of the Delivery Period, the amount of Product (in MW) set forth in the "Contract Quantity (MW)" table in Section 4.3 which Seller has agreed to provide to Buyer from the Unit for such Showing Month.

1.16 "Control Area" has the meaning set forth in the Tariff.

1.17 "CPUC Decisions" means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-06-064, 06-07-031, 07-06-029, 08-06-031, 09-06-028, 10-06-036, 11-06-022, 12-06-025, 13-06-024, 14-06-050, 15-06-063, 16-06-045, 17-06-027, 19-02-022 and 19-06-026, and subsequent decisions related to resource adequacy issued from time to time by the CPUC.

1.18 "CPUC Filing Guide" means the annual document issued by the CPUC which sets forth the guidelines, requirements and instructions for LSE's to demonstrate compliance with the CPUC's resource adequacy program.

1.19 "Delivery Period" has the meaning specified in Section 4.1 hereof.

1.20 "Delivery Point" has the meaning specified in Section 4.2 hereof.

1.21 "Designated RA Capacity" shall be equal to, with respect to any particular Showing Month of the Delivery Period, the Contract Quantity of Product for such Showing Month including the amount of Contract Quantity that Seller has elected to provide Alternate Capacity with respect to, minus (i) any reductions to Contract Quantity made in accordance with Section 4.4 with respect to which Seller has not elected to provide Alternate Capacity, and (ii) any reductions resulting from events described under an event described at Section B-3.9 of Service Schedule B in the WSPP Agreement that excuse Seller's performance.

1.22 "Effective Flexible Capacity" means the flexible capacity of a resource that can be counted towards an LSE's FCR obligation, as identified from time to time by the Tariff, the CPUC Decisions, LRA, or other Governmental Body having jurisdiction.

1.23 "FCR Attributes" means, with respect to a Unit, any and all FCR attributes that can be counted toward an LSE's FCR, as they are identified from time to time by the CPUC Decisions, the Tariff, an LRA, or other Governmental Body having jurisdiction that can be counted toward FCR and are consistent with the operational limitations and physical characteristics of such Unit. For clarity, it should be understood that if the CAISO, LRA, or other Governmental Body, defines new or re-defines the FCR Attributes of a Unit, then such change will not result in a change in obligations or payments made pursuant to this Transaction.

1.24 "FCR Showings" means the FCR compliance showings (or similar or successor showings) an LSE is required to make to the CPUC (and, to the extent authorized by the CPUC, to the CAISO) pursuant to the CPUC Decisions and the Tariff, or to an LRA having jurisdiction over the LSE.

1.25 "Firm RA Product" has the meaning specified in the Section 3.3 hereof.

1.26 "Flexible Capacity Category" shall be as described in the annual CPUC Filing Guide, as such may be modified, amended, supplemented or updated from time to time.

1.27 "Flexible Capacity Requirements" or "FCR" means the flexible capacity requirements established for LSEs by the CPUC pursuant to the CPUC Decisions, or by an LRA or other Governmental Body having jurisdiction.

1.28 "Flexible RA Product" has the meaning specified in the Section 3.2 hereof.

1.29 "GADS" means the Generating Availability Data System or its successor.

1.30 "Generic RA Product" means Designated RA Capacity consisting of RAR Attributes and, if applicable, LAR Attributes, which does not include FCR Attributes.

1.31 "Governmental Body" means (i) any federal, state, local, municipal or other government; (ii) any governmental, regulatory or administrative agency, commission or other authority lawfully exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; and (iii) any court or governmental tribunal.

1.32 “LAR” means local area reliability, which is any program of localized resource adequacy requirements established for jurisdictional LSEs by the CPUC pursuant to the CPUC Decisions, or by another LRA having jurisdiction over the LSE, as implemented in the Tariff. LAR may also be known as local resource adequacy, local RAR, or local capacity requirement in other regulatory proceedings or legislative actions.

1.33 “LAR Attributes” means, with respect to a Unit, any and all resource adequacy attributes (or other locational attributes related to system reliability), as may be identified from time to time by the CPUC Decisions, CAISO, LRA, or other Governmental Body having jurisdiction, associated with the physical location or point of electrical interconnection of the Unit within the CAISO Control Area, that can be counted toward LAR and are consistent with the operational limitations and physical characteristics of such Unit, but exclusive of any RAR Attributes which are not associated with where in the CAISO Control Area the Unit is physically located or electrically interconnected. For clarity, it should be understood that if the CAISO, LRA, or other Governmental Body, defines new or re-defines existing local areas, then such change will not result in a change in obligations or payments made pursuant to this Transaction.

1.34 “LAR Showings” means the LAR compliance showings (or similar or successor showings) an LSE is required to make to the CPUC (and, to the extent authorized by the CPUC, to the CAISO) pursuant to the CPUC Decisions, or to an LRA having jurisdiction over the LSE.

1.35 “LRA” has the meaning set forth in the Tariff.

1.36 “LSE” means load-serving entity. LSEs may be an investor-owned utility, an electric service provider, a community aggregator or community choice aggregator, or a municipality serving load in the CAISO Control Area (excluding exports).

1.37 “Maximum Cumulative Capacity” or “MCC” shall have the meaning specified in Section 2.1 hereof.

1.38 “Monthly Delivery Period” means each calendar month during the Delivery Period and shall correspond to each Showing Month.

1.39 “Monthly RA Capacity Payment” has the meaning specified in Section 4.9 hereof.

1.40 “Monthly Supply Plan” has the meaning set forth in the Tariff.

1.41 “NERC” means the North American Electric Reliability Council, or its successor.

1.42 “NERC/GADS Protocols” means the GADS protocols established by NERC, as may be updated from time to time.

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

1.44 “Non-Availability Charges” has the meaning set forth in the Tariff.

1.45 “Notification Deadline” means in respect of a Showing Month the day that is fifteen (15) Business Days before the Compliance Showing deadlines. For illustrative purposes only, as of the Confirmation Effective Date, the applicable Compliance Showing deadlines are as follows: (A) forty-five (45) days prior to the Showing Month covered by the Supply Plan for the Monthly Supply Plan; and (B) the last Business Day of October that is prior to commencement of the year for the Annual Supply Plan. The Parties acknowledge and agree that such dates may be modified by the CAISO or CPUC from time to time throughout the Delivery Period

1.46 “Outage” means disconnection, separation, or reduction in the capacity of any Unit that relieves all or part of the offer obligations of the Unit consistent with the Tariff. For the avoidance of doubt, Outage shall be deemed to include Planned Outage (defined below).

1.47 “Planned Outage” means, subject to and as further described in the CPUC Decisions and the Tariff (Planned Outage referred to as “Approved Maintenance Outage” under the Tariff), a CAISO-approved planned or scheduled disconnection, separation or reduction in capacity of the Unit that is conducted for the purposes of carrying out routine repair or maintenance of such Unit, or for the purposes of new construction work for such Unit.

1.48 “Product” has the meaning specified in Article 3 hereof.

1.49 "RA Capacity" means the qualifying and deliverable capacity of the Unit for RAR, LAR, and FCR purposes for the Delivery Period, as determined by the CAISO, or other Governmental Body authorized to make such determination under Applicable Laws. RA Capacity encompasses the RAR Attributes, LAR Attributes and FCR Attributes of the capacity provided by a Unit, as applicable pursuant to this Confirmation.

1.50 "RA Capacity Price" means the price specified in the RA Capacity Price Table in Section 4.9 hereof.

1.51 "RAR" or "Resource Adequacy Requirements" means the resource adequacy requirements, exclusive of LAR and FCR, established for LSEs by the CPUC pursuant to the CPUC Decisions, by the CAISO under the Tariff, or by an LRA or other Governmental Body having jurisdiction.

1.52 "RAR Attributes" means, with respect to a Unit, any and all resource adequacy attributes, as may be identified from time to time by the Tariff, the CPUC Decisions, LRA, or any Governmental Body having jurisdiction, that can be counted toward RAR and are consistent with the operational limitations and physical characteristics of such Unit, exclusive of any LAR Attributes or FCR Attributes. If the CPUC adopts a Slice of Day reform, or another similar type of reform that results in a change in the RA capacity product, these additional attributes shall be included within the definition of "RAR Attributes".

1.53 "RAR Showings" means the RAR compliance showings (or similar or successor showings) an LSE is required to make to the CPUC (and/or, to the extent authorized by the CPUC, to the CAISO), pursuant to the Tariff, the CPUC Decisions or LRA having jurisdiction.

1.54 "Replacement Capacity" has the meaning specified in Section 4.7 hereof.

1.55 "Replacement Unit" means a generating unit meeting the requirements specified in Section 4.5.

1.56 "Resource Adequacy Plan" has the meaning set forth in the Tariff.

1.57 "Resource Category" shall be as described in the CPUC Filing Guide, as such may be modified, amended, supplemented or updated from time to time.

1.58 "Scheduling Coordinator" or "SC" has the same meaning as in the Tariff.

1.59 "Seller" has the meaning specified in the introductory paragraph hereof.

1.60 "Showing Month" is the calendar month during the Delivery Period that is the subject of the Compliance Showing. For illustrative purposes only, pursuant to the CPUC Decisions in effect as of the Confirmation Effective Date, the monthly Compliance Showing made in June is for the Showing Month of August.

1.61 "Shown Unit" means a Unit, or any Replacement Unit meeting the requirements of Section 4.5 of this Confirmation from which RA Capacity will be provided by Seller to Buyer and that Seller identifies annually pursuant to Article 2.

1.62 "Subsequent Buyer" means the purchaser of Product from Buyer in a re-sale of Product by Buyer.

1.63 "Substitute Capacity" has the meaning set forth in the Tariff for "RA Substitute Capacity."

1.64 "Supply Plan" has the meaning set forth in the Tariff.

1.65 "Tariff" means the tariff and protocol provisions of the CAISO, including associated rules, procedures and business practice manuals, as amended or supplemented from time to time.

1.66 "Transaction" has the meaning specified in the introductory paragraph hereof.

1.67 "Unit" or "Units" shall mean the generation assets described in Article 2 hereof (including any Replacement Units), from which RA Capacity is provided by Seller to Buyer.

1.68 "Unit EFC" means the Effective Flexible Capacity set by the CAISO for the applicable Unit. If the CAISO adjusts the Effective Flexible Capacity of a Unit after the Confirmation Effective Date, then for the period in which the adjustment is effective, the Unit EFC shall be deemed the lesser of (i) the Unit EFC as of the Confirmation Effective Date, and (ii) the CAISO-adjusted Effective Flexible Capacity. To the extent the Confirmation Effective Date of this Confirmation occurs prior to the

CAISO's setting of a Unit EFC for the applicable Unit, the Unit EFC shall be as agreed to by the Parties and specified in Article 2, and Seller represents that, to the best of its knowledge, this Unit EFC is consistent with the CAISO's methodology for determining Unit EFC as of the Confirmation Effective Date. To the extent the CAISO creates new categories of flexible capacity during the term of this Transaction and a Unit can count toward such new categories of flexible capacity while operating consistent with the operational limitation and physical characteristics of such Unit, any and all such new categories of flexible capacity shall be deemed to be part of the Effective Flexible Capacity of that Unit. The above notwithstanding, to the extent the CAISO decides to reduce the applicable Unit EFC, Seller shall not be liable for any costs or damages related to such reduction and the Unit EFC shall be reduced per Section 4.4 of this Confirmation.

1.69 "Unit NQC" means the Net Qualifying Capacity set by the CAISO for the applicable Unit. If the CAISO adjusts the Net Qualifying Capacity of a Unit after the Confirmation Effective Date, then for the period in which the adjustment is effective, the Unit NQC shall be deemed the lesser of (i) the Unit NQC as of the Confirmation Effective Date, and (ii) the CAISO-adjusted Net Qualifying Capacity.

2.
UNIT DESIGNATION

2.1 <u>Seller to Annually Designate Shown Unit</u>

(a) On an annual basis during the term of this Transaction, Seller shall designate the Shown Unit(s) from which RA Capacity will be provided to Buyer for the following calendar year by providing Buyer with the specific Unit information contained in Appendix A by no later than the earlier of (i) October 1, or (ii) thirty (30) calendar days before the deadline for the year-ahead Compliance Showing.

(b) The Shown Unit shall meet the Product characteristics and Contract Quantity specified in Sections 3 and 4 and the Resource Category requirements set forth in Section 2.1(c). Under no circumstances shall the Shown Unit be a coal-fired generating facility.

(c) The Shown Unit shall qualify as a Maximum Cumulative Capacity ("MCC") Resource Category 4 resource, which is described in the CPUC's 2022 Filing Guide as being able to run or operate in "All Hours (planned availability is unrestricted)" and which is available all 24 hours of each day.

(d) Nothing in this Section 2.1 shall be construed to limit the applicability of Sections 4.4 (Adjustment to Contract Quantity) or 4.5 (Alternate Capacity and Replacement Units) of this Confirmation.

(e) Seller's designation of the Shown Unit each year shall not in any way (i) convert the Contingent Firm RA Product being sold under this Confirmation into Firm RA Product, or (ii) cause any change to the Monthly RA Capacity Payment.

3.
RESOURCE ADEQUACY CAPACITY PRODUCT

During the Delivery Period, Seller shall provide to Buyer, pursuant to the terms of this Confirmation, the Contract Quantity of (i) RAR Attributes and, if applicable, LAR Attributes, and (ii) FCR Attributes, if Flexible RA Product is specified in Section 3.2, and the Contract Quantity shall be either a Firm RA Product or a Contingent Firm RA Product, as specified in either Section 3.3 or 3.4 (the "Product"). The Product does not confer to Buyer any right to the electrical output from the Units, other than the right to include the Designated RA Capacity associated with the Contract Quantity in RAR Showings, LAR Showings, and FCR Showings, as applicable, and any other capacity or resource adequacy markets or proceedings as specified in this Confirmation. Specifically, no energy or ancillary services associated with any Unit is required to be made available to Buyer as part of this Transaction and Buyer shall not be responsible for compensating Seller for Seller's commitments to the CAISO required by this Confirmation. Seller retains the right to sell pursuant to the Tariff any RA Capacity from a Unit that is in excess of that Unit's Contract Quantity and any RAR Attributes, LAR Attributes or FCR Attributes not otherwise transferred, conveyed, or sold to Buyer under this Confirmation.

3.1 RAR and LAR Attributes

Seller shall provide Buyer with the Designated RA Capacity of RAR Attributes and, if applicable, LAR Attributes from each Unit, as measured in MWs, in accordance with the terms and conditions of this Agreement.

3.2 ☐ Flexible RA Product

Seller shall provide Buyer with Designated RA Capacity of FCR Attributes from the Units in the amount of the applicable Contract Quantity.

3.3 ☐ Firm RA Product

Seller shall provide Buyer with Designated RA Capacity from the Units in the amount of the Contract Quantity. If the Units are not available to provide the full amount of the Contract Quantity for any reason other than an Uncontrollable Force, including without limitation any Outage or any adjustment of the RA Capacity of any Unit, pursuant to Section 4.4, then, Seller shall provide Buyer with Designated RA Capacity from one or more Replacement Units pursuant to Section 4.5 hereof. If Seller fails to provide Buyer with replacement Designated RA Capacity from Replacement Units pursuant to Section 4.5, then Seller shall be liable for damages and/or required to indemnify Buyer for penalties or fines pursuant to the terms of Sections 4.7 and 4.8 hereof.

3.4☒ Contingent Firm RA Product

Seller shall provide Buyer with Product from the Unit in the amount of the applicable Contract Quantity; provided, however, that if, and to the extent that the Unit is not available to provide the full amount of the Contract Quantity due to any reduction in Contract Quantity in accordance with Section 4.4, Seller shall have the option to notify Buyer that either (a) Seller will not provide the portion of the Contract Quantity attributable to such reduction during the period of such non-availability; or (b) Seller will supply Alternate Capacity to fulfill the remainder of the Contract Quantity during such period pursuant to Section 4.5. If Seller fails to provide Buyer with the Designated RA Capacity from the Unit and has failed to supply Alternate Capacity to fulfill the remainder of the Designated RA Capacity during such period, Seller shall be liable for damages and/or required to indemnify Buyer for penalties or fines pursuant to the terms of Section 4.7 and 4.8.

4.
DELIVERY AND PAYMENT

4.1 Delivery Period

The Delivery Period shall be June 1, 2023 through December 31, 2023, inclusive.

4.2 Delivery Point

The Delivery Point for each Unit shall be the CAISO Control Area, and if applicable, the LAR region in which the Unit is electrically interconnected.

4.3 Contract Quantity

The Contract Quantity of each Unit for each Monthly Delivery Period shall be:

Contract Quantity (MW)

Month/Year	Contract Quantity (MW)
[redacted]	

4.4 Adjustments to Contract Quantity

(a) Planned Outages: If Seller is providing Contingent Firm RA Product and is unable to provide the applicable Contract Quantity for a portion of a Showing Month due to a Planned Outage of the Unit, then Seller shall have the option, but not the obligation, upon written notice to Buyer by the Notification Deadline, to either (i) reduce the Contract Quantity in accordance with the Planned Outage for such portion of the Showing Month, provided such reduction is able to be reflected on the Supply Plans in accordance with the Tariff; or (ii) provide Alternate Capacity in accordance with Section 4.5 up to the Contract Quantity for the applicable portion of such Showing Month.

(b) Reductions in Unit NQC: If Product is both (i) Generic RA Product, and (ii) Contingent Firm RA Product specified under Section 3.4, then Seller's obligation to deliver the applicable Contract Quantity for any Showing Month may also be reduced if the Unit experiences a reduction in Unit NQC after the Confirmation Effective Date as determined by the CAISO. Seller's potential reduction in Contract Quantity for each remaining Showing Month shall equal the product of (A) the applicable Showing Month Contract Quantity and (B) the total amount (in MW) Unit NQC was reduced since Confirmation Effective Date, divided by (C) Unit NQC as of the Confirmation Effective Date. If the Unit experiences such a reduction in Unit NQC, then Seller has the option, but not the obligation, subject to written notice to Buyer by the Notification Deadline, to provide the applicable Contract Quantity for such Showing Month from (x) the same Unit, provided the Unit has sufficient remaining and available Product and/or (y) from Replacement Units, provided, that in each case Seller provides and identifies such Replacement Units in accordance with Section 4.5.

(c) Reductions in Unit EFC: If Product is both (i) Flexible RA Product specified under Section 3.2, and (ii) Contingent Firm RA Product specified under Section 3.4, then Seller's obligation to deliver the applicable Contract Quantity of Product for any Showing Month may also be reduced if the Unit experiences a reduction in Unit EFC as determined by the CAISO. Seller's potential reduction in Contract Quantity for each remaining Showing Month shall equal the product of (A) the applicable Showing Month Contract Quantity and (B) the total amount (in MW) Unit EFC was reduced since Confirmation Effective Date, divided by (C) Unit EFC as of the Confirmation Effective Date. If the Unit experiences such a reduction in Unit EFC, then Seller has the option, but not the obligation, to provide the applicable Contract Quantity for such Showing Month from (x) the same Unit, provided the Unit has sufficient remaining and available Product and/or (y) from Replacement Units, provided, that in each case Seller provides and identifies such Replacement Units in accordance with Section 4.5.

(d) UCAP: If during the Delivery Period the CAISO or the CPUC either replaces Unit NQC as the value utilized to measure the qualifying capacity of a Unit with a successor value such as unforced capacity (UCAP) or utilizes such successor value as a supplemental means of measuring the qualifying capacity of a Unit together with Unit NQC, Seller shall have the right, but not the obligation, to send written notice to Buyer of such change ("Notice of Successor Value"). Following receipt of such notice from Seller, the Parties shall negotiate an amendment to this Confirmation so that from and after such replacement Seller shall convey to Buyer an amount of qualifying capacity of such Unit of (i) no less than the amount obtained by calculating the Buyer's share of such qualifying capacity but (ii) no more than the Contract Quantity. Under such amendment, Seller's pro-rata delivery obligation shall be equal to the product of (A) the Contract Quantity divided by the Unit NQC, multiplied by (B) the Unit's overall qualifying capacity (in MW) as measured by such new method of measuring a Unit's qualifying capacity).

4.5 Alternate Capacity and Replacement Units

(a) If Seller is unable to provide the full Contract Quantity for any Showing Month for any reason, including, without limitation, due to one of the reasons specified in Section 4.4, or Seller desires to provide the Contract Quantity for any Showing Month from a different generating unit other than the Unit, then Seller may, at no cost to Buyer, provide Buyer with Alternate Capacity from one or more Replacement Units, with the total amount of Product provided to Buyer from the Unit and Replacement Units up to an amount equal to the Contract Quantity for the applicable Showing Month; provided that in each case, Seller shall notify Buyer of its intent (i) not to provide or (ii) to provide Alternate Capacity and identify Replacement Units meeting the above requirements and the Resource Category requirements set forth in Section 2.1(c), no later than the Notification Deadline. If Seller notifies Buyer in writing as to the particular Replacement Units and such Units meet the requirements of this Section 4.5, then such Replacement Units shall be automatically deemed a Unit for purposes of this Confirmation for that Showing Month.

(b) With respect to a Contingent Firm RA Product, if Seller does not provide Alternate Capacity in an amount equal to the Contract Quantity for that Showing Month, then Buyer may, but shall not be required to, purchase replacement Product. Seller shall not be liable for damages and/or required to indemnify Buyer for penalties or fines pursuant to the terms of Sections 4.7 and 4.8 hereof if (i) the failure to deliver the full Contract Quantity is due to a reduction in Contract Quantity in accordance with Section 4.4 and (ii) Seller has notified Buyer, no later than the Notification Deadline , of Seller's intent not to provide Alternate Capacity in an amount equal to the Contract Quantity of that Showing Month.

4.6 Delivery of Product

Seller shall provide Buyer with the Designated RA Capacity of Product for each Showing Month consistent with the following:

(a) Seller shall submit, or cause the Unit's Scheduling Coordinator to submit, by the Notification Deadline (i) Monthly Supply Plans and (ii) Annual Supply Plans if the Confirmation Effective Date is prior to the year-ahead Compliance Showing deadline applicable for the Showing Months as specified in Section 4.1, in accordance with the Tariff, identifying and confirming the transfer of the Designated RA Capacity to Buyer for each Showing Month, unless Buyer specifically requests in writing that Seller not do so (it being understood that any Designated RA Capacity subject to such a request from Buyer will be deemed to have been provided to Buyer for all purposes under this Confirmation).

(b) The Product is delivered and received when the CIRA Tool shows the Supply Plan accepted for the Product from the Unit by CAISO or Seller complies with Buyer's instruction to withhold all or part of the Contract Quantity from Seller's Supply Plan for any Showing Month during the Delivery Period. Seller has failed to deliver the Product if (i) Buyer has elected to submit the Product from the Unit in its Resource Adequacy Plan and such submission is accepted by the CPUC and the CAISO but the Supply Plan and Resource Adequacy Plan are not matched in the CIRA Tool due solely to a Seller error, and are rejected by CAISO, or (ii) Seller fails to submit the volume of Designated RA Capacity for any Showing Month pursuant to this Confirmation. Buyer will have received the Contract Quantity if (x) Seller's Supply Plan is accepted by the CAISO for the applicable Showing Month, (y) Seller correctly submits the Supply Plan and the Supply Plan and/or Resource Adequacy Plan are not matched in the CIRA Tool due solely to a Buyer error or (z) Seller complies with Buyer's instruction to withhold all or part of the Contract Quantity from Seller's Supply Plan for the applicable Showing Month. Seller will not have failed to deliver the Contract Quantity if Buyer fails or chooses not to submit the Unit and the Product in its Resource Adequacy Plan with the CPUC or CAISO.

4.7 <u>Damages for Failure to Provide Designated RA Capacity</u>

If Seller fails to provide Buyer with the Designated RA Capacity of Product for any Showing Month and such failure is not excused under the terms of this Confirmation, then the following shall apply:

(a) Buyer may, but shall not be required to, replace any portion of the Designated RA Capacity not provided by Seller with capacity having equivalent RAR Attributes, LAR Attributes and/or FCR Attributes as the Designated RA Capacity not provided by Seller, provided, that, if any portion of the Designated RA Capacity that Buyer is seeking to replace is Designated RA Capacity having RAR Attributes and no LAR Attributes (such capacity shall also include FCR Attributes if this is a Flexible Capacity Product) and no such RAR capacity is available, then Buyer may replace such portion of the Designated RA Capacity with other capacity having RAR Attributes and LAR Attributes (as well as FCR Attributes if this is a Flexible Capacity Product) ("Replacement Capacity"). Such Replacement Capacity may be provided by CAISO to Buyer pursuant to the Tariff. Buyer may enter into purchase transactions with one or more parties to replace any portion of Designated RA Capacity not provided by Seller. Additionally, Buyer may enter into one or more arrangements to repurchase its obligation to sell and deliver capacity to another party and, to the extent such transactions are done at prevailing market prices, such arrangements shall be considered equivalent to the procurement of Replacement Capacity. Buyer shall use commercially reasonable efforts to minimize damages when procuring any Replacement Capacity.

(b) Seller shall pay to Buyer at the time set forth in Section 9 of the WSPP Agreement, the following damages in lieu of damages specified in Section 9, 21.3 and 22 of the WSPP Agreement: an amount equal to the positive difference, if any, between (i) the sum of (A) the actual cost paid by Buyer for any Replacement Capacity, plus (B) each Capacity Replacement Price (excluding amounts included in Section 4.7(a)) times the amount of the Designated RA Capacity neither provided by Seller nor purchased by Buyer pursuant to Section 4.7(a), and (ii) the Designated RA Capacity not provided for the applicable Showing Month times the Contract Price for that month. If Seller fails to pay these damages, then Buyer may offset those damages owed it against any future amounts it may owe to Seller under this Confirmation pursuant to the WSPP Agreement.

4.8 <u>Indemnities for Failure to Deliver Contract Quantity</u>

Subject to any adjustments made pursuant to Section 4.4 and requests from Buyer pursuant to Section 4.6(b)(i), Seller agrees to indemnify, defend and hold harmless Buyer from any penalties, fines or costs assessed against Buyer by the CPUC or the CAISO, to the extent not otherwise paid by Seller to Buyer under Section 4.7(b), resulting from any of the following:

(a) Seller's failure to provide any portion of the Designated RA Capacity;

(b) Seller's failure to provide notice of the non-availability of any portion of Designated RA Capacity as required under Sections 4.4 and 4.5;

(c) A Unit Scheduling Coordinator's failure to timely submit Supply Plans that identify Buyer's right to the Designated RA Capacity purchased hereunder; or

(d) A Unit Scheduling Coordinator's failure to submit accurate Supply Plans that identify Buyer's right to the Designated RA Capacity purchased hereunder.

With respect to the foregoing, the Parties shall use commercially reasonable efforts to minimize such penalties, fines and costs; provided, that in no event shall Buyer be required to use or change its utilization of its owned or controlled assets or market positions to minimize these penalties and fines. If Seller fails to pay the foregoing penalties, fines or costs, or fails to reimburse Buyer for those penalties, fines or costs, then Buyer may offset those penalties, fines or costs against any future amounts it may owe to Seller under this Confirmation.

4.9 <u>Monthly RA Capacity Payment</u>

In accordance with the terms of Section 9 of the WSPP Agreement, Buyer shall make a Monthly RA Capacity Payment to Seller for each Unit, in arrears after the applicable Showing Month. Each Unit's Monthly RA Capacity Payment shall be equal to the product of (a) the applicable Contract Price for that Monthly Delivery Period, (b) the Designated RA Capacity actually delivered by Seller to Buyer for the Monthly Delivery Period, and (c) 1,000; provided, however, that the Monthly RA Capacity Payment shall be prorated to reflect any portion of Designated RA Capacity that was not delivered pursuant to Section 4.6 at the time of the CAISO filing for the respective Showing Month. The final product of this Monthly RA Capacity Payment calculation shall be rounded to the nearest penny (i.e., two decimal places). Seller shall deliver invoices to the address(es) specified herein; provided, however, that changes to invoice, payment, wire transfer and other banking information must be made in writing and delivered via certified mail and shall include contact information for an authorized person who is available by telephone to verify the authenticity of such requested changes.

RA CAPACITY PRICE TABLE

Contract Year/Month	RA Capacity Price ($/kW-month)
[redacted]	

The Parties agree that if Buyer enters into a tolling power purchase agreement with MRP Pacifica Marketing LLC, or any other Seller affiliate, on or before April 30, 2023 for either the Malaga Power Aggregate project (CAISO Resource ID: MALAGA_1_PL1X2) or the Hanford or the Hanford Peaker Plant (CAISO Resource ID: GWFPWR_1_UNITS), the Contract Price shall be modified to $15.50/kW-month for all months of the Delivery Period. Parties may elect to agree to extend the April 30, 2023 date by no later than April 23, 2023.

4.10 Allocation of Other Payments and Costs

Seller may retain any revenues it may receive from the CAISO or any other third party with respect to any Unit for (a) start-up, shut-down, and minimum load costs, (b) capacity revenue for ancillary services, (c) energy sales, (d) any revenues for black start or reactive power services, or (e) the sale of the unit-contingent call rights on the generation capacity of the Unit to provide energy to a third party, so long as such rights do not confer on such third party the right to claim any portion of the RA Capacity sold hereunder in order to make an RAR Showing, LAR Showing, FCR Showing, or any similar capacity or resource adequacy showing with the CAISO or CPUC. Buyer acknowledges and agrees that all Availability Incentive Payments are for the benefit of Seller and for Seller's account, and that Seller shall receive, retain, or be entitled to receive all credits, payments, and revenues, if any, resulting from Seller achieving or exceeding Availability Standards. The Parties acknowledge and agree that any Non-Availability Charges are the responsibility of Seller, and for Seller's account and Seller shall be responsible for all fees, charges, or penalties, if any, resulting from Seller failing to achieve Availability Standards. However, Buyer shall be entitled to receive and retain all revenues associated with the Designated RA Capacity of any Unit during the Delivery Period (including any capacity or availability revenues from RMR Agreements for any Unit, Reliability Compensation Services Tariff, and Residual Unit Commitment capacity payments, but excluding payments described in clauses (a) through (c) above). In accordance with Section 4.9 of this Confirmation and Section 9 of the WSPP Agreement , all such revenues received by Seller, or a Unit's SC, owner, or operator shall be remitted to Buyer, and Seller shall indemnify Buyer for any such revenues that Buyer does not receive, and Seller shall pay such revenues to Buyer if the Unit's SC, owner, or operator fails to remit those revenues to Buyer. If Seller fails to pay such revenues to Buyer, Buyer may offset any amounts owing to it for such revenues pursuant to Section 9 of the WSPP Agreement against any future amounts it may owe to Seller under this Confirmation.

5.
CAISO OFFER REQUIREMENTS

During the Delivery Period, except to the extent any Unit is in an Outage, or is affected by an Uncontrollable Force that results in a partial or full Outage of that Unit, Seller shall either schedule or cause the Unit's Scheduling Coordinator to schedule with, or make available to, the CAISO each Unit's Designated RA Capacity in compliance with the Tariff, and shall perform all, or cause the Unit's Scheduling Coordinator, owner, or operator, as applicable, to perform all obligations under the Tariff that are associated with the sale of Designated RA Capacity hereunder. Buyer shall have no liability for the failure of Seller or the failure of any Unit's Scheduling Coordinator, owner, or operator to comply with such Tariff provisions, including any penalties or fines imposed on Seller or the Unit's Scheduling Coordinator, owner, or operator for such noncompliance.

6.
RESERVED CAPACITY AND SUBSTITUTE CAPACITY

6.1 For any Showing Month, no later than three (3) Business Days before the applicable Compliance Showing deadline, Buyer may designate in writing that Seller not list, or cause the Unit's Scheduling Coordinator not to list, in the Unit's Supply Plan a portion or all of the Contract Quantity for that Showing Month ("Reserved Capacity").

6.2 Subject to Section 6.3, all Reserved Capacity shall be treated as Designated RA Capacity actually delivered under Section 4.6(b) for purposes of calculating the Monthly RA Capacity Payment.

6.3 In any Showing Month in which Buyer has designated Reserved Capacity, Buyer may request, in writing, that Seller make the Reserved Capacity available for Buyer's use as Substitute Capacity within the respective Showing Month ("Substitute Capacity Request") with the following schedule.

(a) For Buyer's Substitute Capacity Requests that are to be scheduled with CAISO prior to the Showing Month (e.g., through the CAISO RA Substitute Capacity Assessment), the Substitute Capacity Request shall be received by Seller at least two (2) Business Days prior to the applicable CAISO scheduling deadline. Seller shall, or shall cause the Unit's Scheduling Coordinator to, comply with Buyer's request under this Section 6.3, provided that to the extent Seller is unable to provide the requested Substitute Capacity from the Unit due to a forced outage of the Unit, including as a result of an Uncontrollable Force, Seller shall not be liable for any amounts under Sections 4.7 and 4.8.

(b) For Buyer's Substitute Capacity Requests that are to be scheduled with CAISO after the commencement of the Showing Month, the Substitute Capacity Request shall be received by Seller at least five (5) Business Days before Buyer submits its Substitute Capacity in CIRA. Seller shall, or shall cause the Unit's Scheduling Coordinator to, comply with Buyer's request under this Section 6.3, provided that to the extent Seller is unable to provide the requested Substitute Capacity from the Unit due to a forced outage of the Unit, including as a result of an Uncontrollable Force, Seller shall not be liable for any amounts under Sections 4.7 and 4.8.

6.4 Nothing in this Article 6 changes any of Seller or Buyer's rights or obligations under this Confirmation with respect to Contract Quantity not designated as Reserved Capacity.

7.
OTHER BUYER AND SELLER COVENANTS

7.1 Buyer and Seller shall, throughout the Delivery Period, take all commercially reasonable actions and execute any and all documents or instruments reasonably necessary to ensure Buyer's right to the use of the Contract Quantity for the sole benefit of Buyer's RAR, LAR and/or FCR, as applicable, or that of a Subsequent Buyer under Article 10. Such commercially reasonable actions (neither Party shall be required to spend more than $10,000 in total under the Agreement in support of such actions) shall include, without limitation:

(a) Cooperating with and providing, and in the case of Seller causing each Unit's Scheduling Coordinator, owner, or operator to cooperate with and provide requested supporting documentation to the CAISO, the CPUC, or any other Governmental Body responsible for administering RAR, LAR and/or FCR under Applicable Laws, to certify or qualify the Contract Quantity as RA Capacity and Designated RA Capacity. Such actions shall include, without limitation, providing information requested by the CAISO, the CPUC, or by an LRA having jurisdiction, to demonstrate for each month of the Delivery Period the ability to deliver the Contract Quantity from each Unit to the CAISO Controlled Grid for the minimum hours required to qualify as RA Capacity, and providing information requested by the CPUC, the CAISO or other Governmental Body having jurisdiction to administer RAR, LAR or FCR to demonstrate that the Contract Quantity can be delivered to the CAISO Controlled Grid, pursuant to "deliverability" standards established by the CAISO, or other Governmental Body having jurisdiction to administer RAR, LAR and/or FCR; and

(b) Subject to Section 4.4, negotiating in good faith to make necessary amendments, if any, to this Confirmation to conform this Transaction to subsequent clarifications, revisions, or decisions rendered by the CPUC, CAISO, FERC, or other Governmental Body having jurisdiction to administer RAR, LAR and FCR, in each case occurring after the Confirmation Effective Date, so as to maintain the benefits of the bargain struck by the Parties on the Confirmation Effective Date.

7.2 Seller represents, warrants and covenants to Buyer that, throughout the Delivery Period:

(a) Seller owns or has the exclusive right to the RA Capacity sold under this Confirmation from each Unit, and shall furnish Buyer, CAISO, CPUC or other jurisdictional LRA, or other Governmental Body with such evidence as may reasonably be requested to demonstrate such ownership or exclusive right;

(b) No portion of the Contract Quantity has been committed by Seller to any third party in order to satisfy RAR, LAR, FCR or such analogous capacity obligations in CAISO markets, other than pursuant to an RMR Agreement between th e CAISO and either Seller or the Unit's owner or operator;

(c) No portion of the Contract Quantity has been committed by Seller in order to satisfy RAR, LAR, FCR, or analogous capacity obligations in any non-CAISO market;

(d) Each Unit is connected to the CAISO Controlled Grid, is within the CAISO Control Area, or is under the control of CAISO;

(e) The owner or operator of each Unit is obligated to maintain and operate each Unit using Good Utility Practice and, if applicable, General Order 167 as outlined by the CPUC in the Enforcement of Maintenance and Operation Standards for Electric Generating Facilities Adopted May 6, 2004, and is obligated to abide by all Applicable Laws in operating such Unit; provided, that the owner or operator of any Unit is not required to undertake capital improvements, facility enhancements, or the construction of new facilities;

(f) The owner or operator of each Unit is obligated to comply with Applicable Laws, including the Tariff, relating to RA Capacity and, as applicable, RAR, LAR and/or FCR;

(g) If Seller is the owner of any Unit, the respective cumulative sums of LAR Attributes, RAR Attributes, and FCR Attributes that Seller has sold, assigned or transferred for any Unit does not exceed that Unit's RA Capacity;

(h) With respect to the RA Capacity provided under this Confirmation, Seller shall, and each Unit's SC is obligated to, comply with Applicable Laws, including the Tariff, relating to RA Capacity, and RAR, LAR and FCR;

(i) Seller shall notify the SC of each Unit that Seller has transferred the Designated RA Capacity to Buyer, and the SC is obligated to deliver the Supply Plans in accordance with the Tariff;

(j) Seller shall notify the SC of each Unit that Seller is obligated to cause each Unit's SC to provide to the Buyer, by the Notification Deadline, the Designated RA Capacity of each Unit that is to be submitted in the Supply Plan associated with this Agreement for the applicable period; and

(k) Seller shall notify each Unit's SC that Buyer is entitled to the revenues set forth in Section 4.10 of this Confirmation, and such SC is obligated to promptly deliver those revenues to Buyer, along with appropriate documentation supporting the amount of those revenues.

8.
ASSIGNMENT

Neither Party may voluntarily assign its rights under this Transaction without the prior written consent of the other Party; provided, however, that notwithstanding anything in the WSPP Agreement to the contrary, such consent shall not be unreasonably withheld, conditioned, or delayed if the proposed assignee has a Credit Rating that is at least investment grade or its creditworthiness is otherwise reasonably satisfactory.

9.
CONFIDENTIALITY

The Parties agree that Buyer may disclose information regarding this Transaction to any Governmental Body, the CPUC, the CAISO or any LRA having jurisdiction as necessary to support its LAR Showings, RAR Showings, and/or FCR Showings, as applicable, and Seller may disclose information regarding this Transaction to the SC of each Unit in order for such SC to timely submit accurate Supply Plans. Buyer may also disclose to any Subsequent Buyer whatever information regarding this Transaction is commercially reasonable for such party to evaluate the re-sale; provided that any Subsequent Buyer agrees in writing to maintain the confidentiality of such information consistent with this Section 9. 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 regarding this Transaction, Buyer will as soon as practical notify Seller in writing via email that such request has been made. Seller will be responsible for taking whatever legal steps are necessary to prevent Buyer's release of such information to the third party. Seller acknowledges that Buyer is a public agency subject to the requirements of the California Public Records Act (Cal. Gov. Code section 6250 et seq.).

10.
BUYER'S RE-SALE OF PRODUCT

(a) Buyer may re-sell all or a portion of the Contract Quantity of Product hereunder; provided, however, that (i) any Subsequent Buyer assumes all of Buyer's obligations and liabilities hereunder, and (ii) any such re-sale does not increase Seller's obligations or liabilities hereunder. Seller will, or will cause the Unit's SC, to follow Buyer's instructions with respect to providing such resold Product to Subsequent Buyers, to the extent such instructions are consistent with Seller's obligations under this Confirmation. Seller will, and will cause the Unit's SC, to take all commercially reasonable actions and execute all documents or instruments reasonably necessary to allow such Subsequent Buyers to use such resold Product in a manner consistent with Buyer's rights under this Confirmation. If Buyer incurs any liability to a Subsequent Buyer due to the failure of Seller or the Unit's SC to comply with this Confirmation, Seller will be liable to Buyer for the same amounts Seller would have owed Buyer under this Confirmation if Buyer had not resold the Product. If Seller incurs any liability to a Subsequent Buyer due to the failure of Buyer or the Subsequent Buyer to comply with this Confirmation, Buyer will be liable to Seller for the same amounts Buyer would have owed Supplier under this Confirmation if Buyer had not resold the Product.

(b) Buyer will notify Seller in writing of any resale of Product and the Subsequent Buyer no later than two (2) Business Days before the Notification Deadline for the Showing Month. Buyer will notify Seller of any subsequent changes or further resales no later than two (2) Business Days before the Notification Deadline for the Showing Month. Seller agrees, and agrees to cause the Unit's SC, to: (i) follow Buyer's reasonable instructions with respect to providing such resold Product to Subsequent Buyers of such resold Product; and (ii) take all commercially reasonable actions and execute any and all documents or instruments reasonably necessary to allow such Subsequent Buyers to use such resold Product.

(c) If CAISO or CPUC develops a centralized capacity market, Buyer will have exclusive rights to direct Seller to offer, bid, or otherwise submit the applicable Contract Quantity of Product for each day during the Delivery Period provided to Buyer pursuant to this Confirmation for re-sale in such market, and Seller and the Unit's SC shall comply with Buyer's direction and Buyer shall retain and receive all revenues from such re-sale. Seller agrees to take all commercially reasonable actions to assist Buyer with such resale, provided that Seller's obligation to assist shall not require modification of any of the commercial terms of this Confirmation.

11.
MARKET BASED RATE AUTHORITY

Seller agrees, in accordance with Federal Energy Regulatory Commission (FERC) Order No. 697, to, upon request of Buyer, submit a letter of concurrence in support of any affirmative statement by Buyer that this contractual arrangement does not transfer "ownership or control of generation capacity" from Seller to Buyer as the term "ownership or control of generation capacity" is used in 18 CFR Section 35.42. Seller also agrees that it will not, in filings, if any, made subject to Order Nos. 652 and 697, claim that this contractual arrangement conveys ownership or control of generation capacity from Seller to Buyer.

12.
COLLATERAL REQUIREMENTS

Notwithstanding any provision in the WSPP Agreement to the contrary, including Section 27, neither Party shall be required to post collateral or other security for this Transaction.

13.
OTHER WSPP AGREEMENT CHANGES

13.1 For this Transaction, the WSPP Agreement shall be amended as follows:

(a) Section 9.4 is deleted in its entirety and replaced with the following:

"In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due, with notice of the objection given to the other Party. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved. Upon resolution of the dispute, any required payment shall be made within two (2) Business Days of such resolution along with interest accrued at the Interest Rate from and including the due date to but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments, with interest accrued at the Interest Rate from and including the date of such overpayment to but excluding the date repaid or deducted by the Party receiving such overpayment. Any dispute with respect to an invoice is waived unless the other Party is notified in writing within twelve (12) months after the invoice is rendered or any specific adjustment to the invoice is made. If an invoice is not rendered within twelve (12) months after the close of the month during which performance of a Transaction occurred, the right to payment for such performance is waived."

(b) Section 22.1 is modified by inserting the following new text at the end thereof:

"(f) the failure of the Defaulting Party to pay its debts generally as they become due or the Defaulting Party's admission in a writing that is unable to generally pay its debts as they become due;

(g) the institution, by the Defaulting Party, of a general assignment for the benefit of its creditors; or

(h) the application for, consent to, or acquiescence to, by the Defaulting Party, the appointment of a receiver, custodian, trustee, liquidator, or similar official for all or a substantial portion of its assets."

(c) Section 22.2(b) is amended by inserting "and is continuing" after "Event of Default occurs" in the first line thereof and deleting the second sentence therein.

(d) Section 22.3(c) is amended by deleting the third sentence thereof and replacing it with the following:

"If the Non-Defaulting Party's aggregate Gains exceed its aggregate Losses and Costs, if any, resulting from the termination of this Agreement or a Confirmation, the Termination Payment for all such Terminated Transactions shall be zero, notwithstanding any provision in this Section or Agreement to the contrary."

(e) In Section 22.3(e), delete the entire provision (including subsections) and replace it with the following: "[Intentionally omitted]"

(f) In Section 22.3(f), delete the entire provision and replace it with the following:

"If the Defaulting Party disagrees with the calculation of the Termination Payment and the Parties cannot otherwise resolve their differences, and provided that the Defaulting Party has paid the undisputed part of the Termination Payment to the Non-Defaulting Party as provided under Section 22.3(c), and that any amounts disputed by the Defaulting Party are disputed in good faith, then the Defaulting Party may submit the calculation issue to Dispute Resolution pursuant to Section 34."

(g) Section 28.1 is applicable and the Parties shall net monthly payments in accordance with Exhibit A of the WSPP. Both Parties intend for the netting provisions of Exhibit A to the WSPP Agreement to be effective on the Confirmation Effective Date.

(h) Section 30.1 is amended by inserting "or requested" after the word "required" in Section 30.1(4) and by adding the following at the end of the first sentence: "; or (8) to the Party's and such Party's affiliates' lenders, counsel, accountants, advisors and agents who have a need to know such information and have agreed to keep such terms confidential".

(i) Subsections 34.1 and 34.2 are deleted and replaced with the following:

"34.1 INFORMAL DISPUTE RESOLUTION

IN THE EVENT OF ANY DISPUTE ARISING UNDER THIS TRANSACTION, WITHIN TEN (10) DAYS FOLLOWING THE RECEIPT OF A WRITTEN 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 THIRTY (30) DAYS AFTER RECEIPT OF SUCH NOTICE, 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 TRANSACTION "

"34.2 EXCLUSIVE JURISDICTION

EACH PARTY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED IN SAN FRANCISCO, CALIFORNIA, FOR ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY TRANSACTION, AND EXPRESSLY WAIVES ANY OBJECTION IT MAY HAVE TO SUCH JURISDICTION OR THE CONVENIENCE OF SUCH FORUM."

(j) The phrase "arbitration or" is deleted from the first line of Section 34.4.

(k) The following shall be inserted as a new Section 34.5:

"34.5 LIMITATION OF DAMAGES. EXCEPT AS OTHERWISE SPECIFIED IN ANY CONFIRMATION, FOR BREACH OF ANY PROVISION OF THIS CONFIRMATION AGREEMENT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, THE EXPRESS REMEDY OR MEASURE OF DAMAGES PROVIDED IS THE SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT AND THE AGREEMENT FOR THE BREACH, LIABILITY FOR THE BREACH IS LIMITED AS SET FORTH IN THE PROVISION AND ALL OTHER REMEDIES FOR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. EXCEPT AS OTHERWISE SPECIFIED IN ANY CONFIRMATION, IF NO EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS AGREEMENT FOR A PARTICULAR BREACH, LIABILITY FOR THE BREACH IS LIMITED TO DIRECT DAMAGES ONLY, THE DIRECT DAMAGES ARE THE SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT FOR THE BREACH, AND ALL OTHER REMEDIES FOR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. EXCEPT AS OTHERWISE SPECIFIED IN ANY CONFIRMATION, NEITHER PARTY IS LIABLE FOR ANY OTHER TYPE OF DAMAGE, INCLUDING INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OF ANY NATURE (INCLUDING DAMAGES ASSOCIATED WITH LOST PROFITS, BUSINESS INTERRUPTION AND LOSS OF GOODWILL) ARISING AT ANY TIME, WHETHER IN TORT (INCLUDING THE SOLE OR CONTRIBUTORY NEGLIGENCE OF EITHER PARTY OR ANY RELATED PERSON), WARRANTY, STRICT LIABILITY, CONTRACT OR STATUTE, UNDER ANY INDEMNITY PROVISION, OR OTHERWISE."

(l) Section 37 is amended by inserting the following in the beginning of the section: "On the date of entering into this Confirmation,".

(m) Section 41 "Witness" shall become Section 42 and the following "Standard of Review" Section shall be substituted in its place:

"The Parties agree as follows:

From the date of entering into a Transaction under this Agreement and throughout the term of such Transaction, the Parties each warrant and covenant as follows:

(i) Absent the agreement of all Parties to the proposed change, the standard of review for changes to any section of this Agreement (including all Transactions and/or Confirmations) specifying the rate(s) or other material economic terms and conditions agreed to by the Parties herein, whether proposed by a Party, a non-party or FERC acting sua sponte, 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) (the "Mobile-Sierra" doctrine) and clarified in Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish 554 U.S. 527 (2008) and NRG Power Marketing LLC v. Maine Pub. Util. Comm'n, 558 U.S. 165 (2010).

(ii) The Parties, for themselves and their successors and assigns, (i) agree that this "public interest" standard shall apply to any proposed changes in any other documents, instruments or other agreements executed or entered into by the Parties in connection with this Agreement and (ii) hereby expressly and irrevocably waive any rights they can or may have to the application of any other standard of review, including the "just and reasonable" standard."

13.2 **<u>Governing Law</u>**

Notwithstanding Section 24 of the WSPP Agreement, this Transaction 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.

13.3 No Recourse to Members of Buyer

Buyer is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) and is a public entity separate from its constituent members. Buyer will solely be responsible for all debts, obligations and liabilities accruing and arising out of this Confirmation. Seller will 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 officers, directors, advisors, contractors, consultants or employees of Buyer or Buyer's constituent members, in connection with this Confirmation.

13.4 Counterparts

This Confirmation may be signed in any number of counterparts with the same effect as if the signatures to the counterparts were upon a single instrument. The Parties may rely on electronic, or scanned signatures as originals under this Confirmation. Delivery of an executed signature page of this Confirmation by electronic mail transmission (including PDF) shall be the same as delivery of a manually executed signature page.

13.5 Entire Agreement; No Oral Agreements or Modifications

This Confirmation sets forth the terms of the Transaction into which the Parties have entered and shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of the Product. Notwithstanding any other provision of the Agreement, this Transaction may be confirmed only through a Documentary Writing executed by both Parties, and no amendment or modification to this Transaction shall be enforceable except through a Documentary Writing executed by both Parties.

ACKNOWLEDGED AND AGREED TO AS OF THE CONFIRMATION EFFECTIVE DATE

HIGH DESERT POWER PROJECT, LLC a California limited liability company	SILICON VALLEY CLEAN ENERGY AUTHORITY, a California joint powers authority
	DocuSigned by: Girish Balachandran 5CA64B9AC4C24C3...
By: ______________	By: ______________
Name: James Suehr	Name: Girish Balachandran
Title: VP & Secretary	Title: CEO

Appendix A

Shown Unit Information

Name:	High Desert Power Project Aggregate
Location:	Victorville, CA
CAISO Resource ID:	HIDSRT_2_UNITS
Unit SCID:	TS30
Unit NQC:	830
Unit EFC:	630
Resource Type:	Natural Gas
Resource Category (MCC 1, 2, 3 or 4):	4 - (available all 24 hours)
Flexible Capacity Category (1, 2 or 3):	1
Path 26 (North or South):	South
Local Capacity Area (if any, as of Confirmation Effective Date):	n/a
Deliverability restrictions, if any, as described in most recent CAISO deliverability assessment:	none
Run Hour Restrictions:	None. Available 24 hours per day.

Appendix B

Notice Information

Seller:	Buyer:
All Notices:	All Notices:

[redacted]