WESTERN SYSTEMS POWER POOL AGREEMENT
TRANSACTION CONFIRMATION
BETWEEN
CITY OF SANTA CLARA
AND WESTLANDS GRAPE, LLC

This transaction confirmation ("**Confirmation**") sets forth the terms and conditions of the transaction between City of Santa Clara, a chartered California municipal corporation (doing business as "Silicon Valley Power")("**Buyer**") and Westlands Grape, LLC., a Delaware limited liability company ("**Seller**"), each individually a "**Party**" and together the "**Parties**", dated as of _____ (the "**Confirmation Effective Date**"), in which Seller agrees to provide to Buyer the Product, as such term is defined in Article 3 of this Confirmation (the "**Transaction**"). This Transaction references the Western Systems Power Pool ("**WSPP**") Agreement (Effective Version: September 11, 2023) (the "**Master Agreement**"), the terms of which, as modified by this Confirmation, are incorporated herein by reference. The Parties agree that neither shall be required to become a Party to the WSPP Agreement for this Agreement to be effective. The Master Agreement and this Confirmation are collectively referred to herein as the "**Agreement**". Capitalized terms used but not otherwise defined in this Confirmation are defined in the Master Agreement or the Tariff (as defined herein). To the extent that this Confirmation is inconsistent with any provision of the Master Agreement, this Confirmation shall control and shall govern the rights and obligations of the Parties in connection with this Transaction. Except as otherwise specified, references to an "**Article**" or a "**Section**" mean an Article or Section of this Confirmation, as applicable.

ARTICLE 1
DEFINITIONS

1.1 "**Agreement**" has the meaning specified in the introductory paragraph hereof.

1.2 "**Alternate Capacity**" is defined in 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**" is defined in the Tariff.

1.5 "**Availability Standards**" is defined in the Tariff.

1.6 **"Bankrupt"** means, with respect to a Party or other entity, that such Party or other entity: (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger), (b) becomes insolvent or is unable to pay its debts or fails (or admits in writing its inability) generally to pay its debts as they become due, (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors, (d) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditor's rights, or a petition is presented for its winding-up or liquidation, which proceeding or proceeding is not dismissed, stayed or vacated within 90 days thereafter, (e) commences a voluntary proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, (f) seeks or consents to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all of its assets, (g) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses

(a) to (f) inclusive, or (h) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.

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

1.8 "**Buyer**" is defined in the introductory paragraph hereof.

1.9 "**CAISO**" means the California Independent System Operator Corporation or its successor.

1.10 "**CAISO Controlled Area**" is defined in the Tariff.

1.11 "**CAISO Tariff**" or "**Tariff**" means the tariff and protocol provisions of the CAISO, including the rules, protocols, procedures, and standards attached thereto, as it may be amended, modified, supplemented, or replaced (in whole or in part) from time to time.

1.12 "**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 Section 4 of the Master Agreement, "Capacity Replacement Price" shall be deemed to be the "Replacement Price."

1.13 "**CIRA Tool**" means the CAISO Customer Interface for Resource Adequacy application, or its successor platform.

1.14 **"Commercial Operation Date"** means the first Business Day following the first date that all of the following have occurred: (i) the Unit has achieved Permission to Operate and (ii) Seller has notified Buyer in writing that Permission to Operate of the Unit has commenced.

1.15 "**Compliance Showing**" means the applicable LSE compliance with the RAR, FCR and LAR of its applicable regulatory authority for an applicable Showing Month.

1.16 "**Confirmation**" is defined in the introductory paragraph hereof.

1.17 "**Confirmation Effective Date**" is defined in the introductory paragraph hereof.

1.18 "**Contingent Firm RA Product**" is defined in Section 3.4.

1.19 "**Contract Price**" means the price specified in Appendix C attached hereto and incorporated herein by reference.

1.20 "**Contract Quantity**" is defined in Section 4.3.

1.21 "**Control Area**" is defined in the Tariff.

1.22 "**CPUC**" means the California Public Utilities Commission, or any successor entity.

1.23 "**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, 18-06-030, 18-06-031, 19-02-022, 19-06-026,20-06-002, 20-06-028, 20-06-031, 20-12-006, 21-06-035, as such decisions have been amended, supplemented, or overridden by the CPUC and any other existing or

subsequent decisions related to resource adequacy issued from time to time by the CPUC, as amended from time to time.

1.24 "**CPUC Filing Guide**" means 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.

1.25 **"Credit Rating"** means, with respect to any entity, the rating then assigned to such entity's unsecured, senior long-term debt obligations (not supported by third party credit enhancements) or if such entity does not have a rating for its senior unsecured long-term debt, then the rating then assigned to such entity as an issues rating by S&P, Fitch, or Moody's.

1.26 "**Daily Delay Damages**" means an amount equal to (a) the Performance Security amount required hereunder, divided by (b) one hundred eighty (180).

1.27 **"Delivery Period"** is defined in Section 4.1.

1.28 **"Delivery Point"** is defined in Section 4.2.

1.29 **"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, minus any reductions to Contract Quantity specified in Section 4.4 with respect to which Seller has not elected to provide Alternate Capacity.

1.30 "**Effective Flexible Capacity**" or "**EFC**" means the FCR Attributes of a resource that can be counted towards an LSE's FCR, as identified from time to time by the Tariff, the CPUC Decisions, LRA, or other Governmental Body having jurisdiction. To the extent the CPUC Decisions, CAISO, LRA or other Governmental Body having jurisdiction creates a new category or classification of FCR Attributes during the term of this Transaction, and a Unit can count toward such new categories or classifications of FCR Attributes, subject to the Seller's Expenditure Cap as described in Section 11(a), while operating consistent with the operational limitations and physical characteristics of such Unit, any and all such new categories or classifications of FCR Attributes shall be deemed to be part of the EFC and FCR Attributes of a Unit for the purpose of this Agreement. The above notwithstanding, to the extent the CPUC Decisions, CAISO, LRA or other Governmental Body having jurisdiction reduces the applicable EFC of a Unit, the EFC of a Unit may be reduced pursuant to Section 4.4 of this Confirmation.

1.31 "**Emission Performance Standard**" or "**EPS**" means the requirement set-forth in California Code of Regulations (CCR) Title 20, Chapter 11, Article 1. Section 2900 et seq.

1.32 "**FCR Attributes**" means, with respect to a Unit, any and all flexible resource adequacy attributes, consistent with the operational limitations and physical characteristics of such Unit, that can be counted toward an LSE's FCR, as may be identified at any time during the Delivery Period that can be counted toward an LSE's FCR, exclusive of any RAR Attributes and LAR Attributes.

1.33 "**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 (and, to the extent authorized by the LRA, to the CAISO) pursuant to the Tariff.

1.34 "**Financial Close**" means either: (a) full and complete construction financing of the Unit has been obtained; or (b) that funds necessary for construction of the Unit have been set aside.

1.35 **"Financial Close Date"** means the date Financial Close is achieved.

1.36 **"Financial Close Deadline"** is defined as June 30, 2025.

1.37 "**Firm RA Product**" is defined in the Section 3.3.

1.38 **"Fitch"** means Fitch Ratings, Inc or its successor.

1.39 "**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.

1.40 "**Flexible RA Product**" is defined in the Section 3.2.

1.41 "**Force Majeure**" means an event or circumstance which prevents one Party from performing its obligations under the Agreement, which event or circumstance was not anticipated as of the date the Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of, the Claiming Party, and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided.

Notwithstanding the foregoing, under no circumstances shall the following constitute an event of Force Majeure: (a) either Party's financial incapacity or economic hardship, (b) Seller's ability to sell Product at a more favorable price or under more favorable conditions or Buyer's ability to acquire Product at a more favorable price or under more favorable conditions or other economic reasons, (c) forced outages to the extent such are not caused or exacerbated by an event of Force Majeure as described above, (d) delays or nonperformance by individual equipment suppliers, except to the extent that such delays or nonperformance were due to circumstances that would themselves constitute Force Majeure, (e) delays in obtaining Unit related permits or approvals from Governmental Body due to Seller's breach, negligence or failure to use reasonable efforts, (f) any cost and expense increase, (g) any strike or lockout or other labor-related disturbance involving only the employees of Seller and which is not part of a broader strike, lockout or other labor-related disturbance, (h) typical weather or climatic conditions, including precipitation (including rain and snow), heat or wind conditions, in each case as would be ordinarily expected for the geographic area of the site of Seller's suppliers' manufacturing facilities or in the geographic area of a Unit, (i) inability or failure of a Party to make payment for any reason, (j) unavailability of labor, equipment, material or other resources to the extent such are not caused or exacerbated by an event of Force Majeure as described above, (k) normal time periods for clearing customs; (l) machinery or equipment breakdown to the extent not caused or exacerbated by an event of Force Majeure as described above, (m) price fluctuations with respect to labor or materials, supplies or components of equipment related to items to be supplied by Seller; or (n) the application of Applicable Laws of health and safety, whether legally mandated or merely recommended, that exist on the Confirmation Effective Date and relate to the Covid-19 pandemic, including laws or guidelines regarding wearing of protective masks, social distancing, on-site COVID-19 testing or other related medical screening, rental of additional portable restrooms and/or additional trailers to promote social distancing, additional cleaning and disinfection, procurement of hand sanitizer, masks, air filters, thermometers and signage, and management and oversight of the foregoing. Neither Party may raise a claim of Force Majeure based in whole or in part on curtailment by a Transmission Provider unless (i) such Party has contracted for firm transmission with a Transmission Provider for the Product to

be delivered to or received at the Delivery Point and (ii) such curtailment is due to "force majeure" or "uncontrollable force" or a similar term as defined under the Transmission Provider's tariff; provided, however, that existence of the foregoing factors shall not be sufficient to conclusively or presumptively prove the existence of a Force Majeure absent a showing of other facts and circumstances which in the aggregate with such factors establish that a Force Majeure as defined in the first sentence hereof has occurred.

1.42 **"Full Capacity Deliverability Status"** has the meaning set forth in the Tariff"

1.43 **"Governmental Approvals"** means all applications, permits, licenses, franchises, certificates, concessions, consents, authorizations, certifications, self-certifications, approvals, registrations, orders, filings, entitlements and similar requirements of whatever kind and however described that are required for the operation of the Unit or for Seller to perform its obligations under this Agreement.

1.44 "**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.

1.45 **"Guaranteed Delivery Date"** means March 31, 2026, as may be extended pursuant to Article 13 of this Agreement.

1.46 **"Initial Delivery Date"** means the first day of the first Showing Month for which Product is delivered hereunder.

1.47 **"Interconnection Agreement"** means the interconnection agreement entered into by Seller pursuant to which the Project will be interconnected with the Transmission System, and pursuant to which Seller's Interconnection Facilities and any other Interconnection Facilities will be constructed, operated and maintained during the Delivery Period.

1.48 "**Interconnection Facilities**" means the interconnection facilities, control and protective devices and metering facilities required to connect the Project with the Transmission System in order to meet the terms and conditions of this Agreement.

1.49 "**LAR**" or "**Local Area Requirements**" means local area reliability, including any program of localized resource adequacy requirements established for an LSE by the CPUC Decisions, CAISO, LRA, or other Governmental Body having jurisdiction. LAR may also be known as local resource adequacy, local RAR, "PG&E Other," "Greater Bay Area RA", or local capacity requirements in other regulatory proceedings or legislative actions."

1.50 "**LAR Attributes**" means, with respect to a Unit, any and all RA Capacity and other resource adequacy attributes (or other locational attributes related to system reliability), consistent with the operational limitations and physical characteristics of a Unit, 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 such Unit within the CAISO Control Area, that can be counted toward an LSE's LAR, but exclusive of any RAR Attributes which are not associated with where in the CAISO Control Area such Unit is physically located or electrically interconnected. To the extent the CPUC Decisions, CAISO, LRA or other Governmental Body having jurisdiction creates a new category or classification of LAR Attributes during the term of this Transaction, and a Unit can count toward such new categories or classifications of LAR Attributes while operating consistent with the operational limitations and physical characteristics of such Unit, including where such Unit is physically located or electrically interconnected, any and all such new categories or

classifications of LAR Attributes shall be deemed to be part of the LAR Attributes of such Unit for the purpose of this Agreement. If the CPUC Decisions, CAISO, LRA or other Governmental Body having jurisdiction redefines LAR whereby a Unit no longer counts toward an LSE's LAR due to where such Unit is physically located or electrically interconnected, then such change will not change the obligations of payments hereunder.

1.51 "**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 and the Tariff, or to an LRA having jurisdiction over the LSE (and, to the extent authorized by the LRA, to the CAISO) pursuant to the Tariff.

1.52 "**Letter of Credit**" means an irrevocable, nontransferable standby letter of credit, substantially in the form of Appendix D (attached hereto and incorporated herein by reference), provided from an issuer that is either a U.S. commercial bank or a U.S. branch of a foreign bank with the bank having a Credit Rating of at least (a) "A-", or equivalent from S&P, Fitch, or Moody's, if such entity is rated by at least two of the ratings agencies; or (b) "AA-", or equivalent, from S&P, Fitch, or Moody's, if such entity is rated by only one of the ratings agencies. The foregoing bank shall be known as a "Qualified Issuer." The Seller must bear the costs of all Letters of Credit.

1.53 "**Letter of Credit Default**" means with respect to a Letter of Credit, the occurrence of any of the following events:

(a) The issuer of the Letter of Credit fails to comply with or perform its obligations under such Letter of Credit;

(b) The issuer of the Letter of Credit disaffirms, disclaims, repudiates, or rejects, in whole or in part, or challenges the validity of, the Letter of Credit;

(c) The Letter of Credit fails or ceases to be in full force and effect at any time;

(d) The Party providing the Letter of Credit fails to provide an extended or replacement Letter of Credit within twenty (20) Business Days before the Letter of Credit expires or terminates;

(e) The issuer of the Letter of Credit becomes Bankrupt; or

(f) The issuer has a Letter of Credit Derating event;

provided, no Letter of Credit Default will be treated as having occurred or be continuing in any event with respect to a Letter of Credit after the time such Letter of Credit is required to be canceled or returned to a Party in accordance with the terms of this Agreement.

1.54 "**Letter of Credit Derating**" means the issuer of a Letter of Credit fails to maintain a Credit Rating of at least (a) "A-", or equivalent, from S&P, Fitch, or Moody's, if such entity is rated by at least two of the ratings agencies; or (b) "AA-", or equivalent.

1.55 "**LRA**" is defined in the Tariff.

1.56 "**LSE**" is defined in the Tariff.

1.57 "**Master Agreement**" is defined in the introductory paragraph hereof.

1.58 "**Monthly Delivery Period**" means each calendar month during the Delivery Period and shall correspond to each Showing Month.

1.59 "**Monthly RA Capacity Payment**" is defined in Section 4.9.

1.60 **"Moody's"** means Moody's Investor Services, Inc or its successor.

1.61 **"Net Qualifying Capacity"** or "**NQC**" is defined in the Tariff, and is inclusive of RAR Attributes and, if applicable, LAR Attributes, if LAR Attributes is specified in Section 3.1.

1.62 **"Non-Availability Charge"** is defined in the Tariff.

1.63 "**Non-Excusable Event**" means any event, including, without limitation, any such event resulting from (a) the negligence of the owner, operator or Scheduling Coordinator of a Unit, or (b) Seller's failure to comply, or failure to cause the owner, operator or Scheduling Coordinator of a Unit to comply, with the terms of the Tariff with respect to such Unit providing RAR Attributes, other than (i) a Planned Outage, (ii) the unavailability of generating unit(s) as a result of a Forced Outage (as defined in the NERC Generating Unit Availability Data System (GADS) Forced Outage reporting guidelines), (iii) a curtailment order required by CAISO, Participating Transmission Owner, or other Governmental Body where such order was not caused by an action or inaction of Seller or Seller's Scheduling Coordinator (other than operations of the Facility by Seller or Seller's Scheduling Coordinator in accordance with this Agreement and the Interconnection Agreement) or (iv) Buyer's failure to perform its obligations hereunder, that causes Seller to fail to perform its obligations under this Confirmation.

1.64 **"Notification Deadline"** in respect to a Showing Month shall be twenty (20) Business Days before the relevant Compliance Showing deadlines for the corresponding RAR Showings, LAR Showings, and FCR Showings for such Showing Month.

1.65 "**Outage**" means disconnection, separation, or reduction in the capacity of any Unit that relieves such Unit from all or part of the offer obligations of such Unit consistent with the Tariff. Outage includes Planned Outage.

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

1.67 "**Party**" and "**Parties**" have the meanings specified in the introductory paragraph hereof.

1.68 **"Performance Security"** means collateral in the form of Letter(s) of Credit for the total amount equal to: (a) prior to the Financial Close Date, $0, (b) commencing ten (10) Business Days after the Financial Close Date and prior to the Delivery Period, $20,0000 multiplied by 150 MW or such larger amount as may be adjusted in accordance with Section 4.4(f) below; and (c) during the Delivery Period, (i) $40,000.00 multiplied by 150 MW or such larger amount as may be adjusted in accordance with Section 4.4(f) below.

1.69 "**Permission to Operate**" means the receipt of authorization from the interconnecting transmission owner to commence parallel operation of the Unit with the transmission system.

1.70 "**Planned Outage**" means, subject to and as further described in the CPUC Decisions and the Tariff, an "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.

1.71 **"PNode"** means that certain node identified by Seller to Buyer on or before the Financial Close Date.

1.72 "**Product**" is defined in Article 3.

1.73 "**Project**" is defined as that 246.4 MW (AC) PV Solar and a 225 MW Battery Energy Storage System (BESS) Facility. The Project is located within the Westlands CREZ area just south of Lemoore on the northern edge of Kings County, CA. The generation will be injected into a PNode at the Gates 230kV substation. The Project is further described and depicted in Appendix A which is attached hereto an incorporated by reference.

1.74 "**RA Capacity**" means the qualifying and deliverable capacity of a Unit for RAR, LAR, and FCR purposes for the Delivery Period, as determined by the CAISO, LRA 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.

1.75 "**RAR**" means the resource adequacy requirements, exclusive of LAR and FCR, established for LSEs by the CPUC pursuant to the CPUC Decisions, or by an LRA or other Governmental Body having jurisdiction.

1.76 "**RAR Attributes**" means, with respect to a Unit, any and all RA Capacity and other resource adequacy attributes consistent with the operational limitations and physical characteristics of such Unit, exclusive of any LAR Attributes and FCR Attributes. To the extent the CPUC Decisions, CAISO, LRA or other Governmental Body having jurisdiction creates a new category or classification of RAR Attributes during the term of this Transaction, and a Unit can count toward such new category or classification of RAR Attributes, subject to the Seller's Expenditure Cap as described in Section 11(a), while operating consistent with the operational and physical characteristics of such Unit, any and all such new categories or classifications of RAR Attributes shall be deemed to be part of the RAR Attributes of a Unit for the purpose of this Agreement. The above notwithstanding, to the extent the CPUC Decisions, CAISO, LRA or other Governmental Body having jurisdiction reduces the applicable NQC of a Unit, the NQC of a Unit may be reduced pursuant to Section 4.4 of this Confirmation.

1.77 "**RAR Showings**" means the 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 and the Tariff, or to an LRA having jurisdiction over the LSE (and, to the extent authorized by the LRA, to the CAISO) pursuant to the Tariff.

1.78 "**Replacement Capacity**" is defined in Section 4.7.

1.79 "**Replacement Unit**" is defined in Section 4.5.

1.80 "**Resource Adequacy Plan**" is defined in the Tariff.

1.81 "**Resource Category**" shall be as described in the CPUC Filing Guide, as such may be modified, amended, supplemented or updated from time to time.

1.82 "**Residual Unit Commitment**" is defined in the Tariff.

1.83 "**RMR Agreement**" means a Reliability Must-Run Contract as forth in the Tariff.

1.84 "**S&P**" means Standard & Poor's Rating Service, a division of McGraw Hill Incorporated, or its successor.

1.85 "**Scheduling Coordinator**" or "**SC**" is defined in the Tariff.

1.86 "**Seller**" is defined in the introductory paragraph hereof.

1.87 "**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 or the Tariff. For illustrative purposes only, pursuant to the CPUC Decisions and the Tariff in effect as of the Confirmation Effective Date, the monthly RAR Showing made in June is for the Showing Month of August.

1.88 "**Subsequent Buyer**" means the purchaser of Product from Buyer in a re-sale of Product by Buyer.

1.89 "**Supply Plan**" means the annual and monthly 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 and the Tariff, in order for that RA Capacity to count for its RAR Attributes, LAR Attributes, and/or FCR Attributes.

1.90 "**Transaction**" is defined in the introductory paragraph hereof.

1.91 "**Transmission System**" means the transmission facilities operated by the CAISO, now or hereafter in existence, which provide energy transmission service downstream from the Delivery Point.

1.92 "**Unit**" means the Project or, if applicable, any Replacement Unit.

1.93 "**Unit EFC**" means the Effective Flexible Capacity set by the CAISO for the applicable Unit.

1.94 "**Unit NQC**" means the Net Qualifying Capacity set by the CAISO for the applicable Unit, as further described in Section 4.4.

ARTICLE 2
UNIT

2.1 Product from Unit

(a) Seller shall supply the Contract Quantity from the Unit.

(b) The Unit shall meet the Product characteristics and Contract Quantity specified in Article 3, Article 4, the Resource Category requirements set forth in Section 2.1(c), and as described in Appendix A.

(c) The Unit(s) shall (i) qualify as a Maximum Cumulative Capacity ("**MCC**") Resource Category 4 resource, as defined by the CPUC.

(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) of this Confirmation.

ARTICLE 3
RESOURCE ADEQUACY CAPACITY PRODUCT

During the Delivery Period, Seller shall provide to Buyer, pursuant to the terms of this Confirmation, RA Capacity as Designated RA Capacity in the amount of the Contract Quantity of (i) RAR Attributes, (ii) LAR Attributes, if required by Section 3.1, and (iii) FCR Attributes, if required by Section 3.2. The Contract Quantity shall be either a Firm RA Product or a Contingent Firm RA Product, as specified in either Section 3.3 or Section 3.4 (the "**Product**"). The Product does not confer to Buyer any right to the electrical output from a Unit, 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 requirements, 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 of a Unit 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 from Seller to Buyer under this Confirmation. Unless otherwise set forth herein, Seller shall also retain any and all revenues received from the CAISO with respect to the Transaction contemplated by 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 the Unit, as measured in MWs, in accordance with the terms and conditions of this Agreement. Seller shall not be required to provide LAR Attributes if the Unit does not qualify for LAR Attributes. If the Project qualifies for LAR Attributes, Seller shall provide such LAR Attributes in the amount of the Contract Quantity associated with the Unit, as such Contract Quantity may be adjusted pursuant to the terms of this Confirmation.

3.2 ☒ Flexible RA Product

Seller shall provide Buyer with Designated RA Capacity of FCR Attributes from the Unit(s) in an amount calculated for each Monthly Delivery Period as follows: (Contract Quantity / Unit NQC) x Unit EFC. Notwithstanding anything to the contrary, this Section 3.2 is not applicable if this Section 3.2 is not checked.

3.3 ☐ Firm RA Product

Seller shall provide Buyer with Designated RA Capacity from the Unit(s) in the amount of the Contract Quantity. If the Unit(s) 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. If Seller fails to provide Buyer with replacement Designated RA Capacity from Replacement Units, 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 Section 4.8 hereof. Notwithstanding anything to the contrary, this Section 3.3 is not applicable if this Section 3.3 is not checked.

3.4 ☒ Contingent Firm RA Product

Seller shall provide Buyer with Designated RA Capacity from the Unit(s) in the amount of the Contract Quantity; provided, however, that if (i) the Unit(s) are not available to provide the full amount of the Contract Quantity due to Force Majeure or an event described in section (i), (ii) or (iii) of the definition of Non-Excusable Event, and (ii) Seller has provided Buyer written notice no later than the Notification Deadline that the full amount of Contract Quantity is not available, then Seller may either reduce the Contract Quantity pursuant to Section 4.4 or provide Buyer with Designated RA Capacity from one or more Replacement Units pursuant to Section 4.5 hereof for the applicable Showing Month. Except when due to Force Majeure, if Seller fails to provide Buyer with Designated RA Capacity in the amount of the Contract Quantity (x) due to Non-Excusable Event, or (y) Seller failed to provide Buyer timely notice pursuant to this Section 3.4, then Seller shall be liable for damages and/or be required to reimburse and indemnify Buyer for penalties or fines pursuant to the terms of Sections 4.7 and Section 4.8 hereof.

ARTICLE 4
DELIVERY AND PAYMENT

4.1 Delivery Period

(a) The Delivery Period shall be ten (10) years from the Initial Delivery Date. For the avoidance of doubt, nothing in this Agreement shall obligate Seller to provide any Product to Buyer for any period after the end of the Delivery Period.

(b) Conditions Precedent. The Initial Delivery Date shall not commence until Seller completes to Buyer's reasonable satisfaction each of the following conditions:

(i) The Commercial Operation Date has occurred; and

(ii) The Unit is reported on Seller's Supply Plan.

4.2 Delivery Point

The Delivery Point for the Unit shall be the CAISO Control Area, and if applicable, the LAR region in which the Unit is electrically interconnected.

4.3 Contract Quantity

Seller shall deliver to Buyer the Contract Quantity for the Delivery Period at the Delivery Point. The "Contract Quantity" for any particular Showing Month, subject to Section 4.4, is equal to the lesser of (a) 150 MWs or such larger amount as may be adjusted in accordance with Section 4.4(f) below; and (b) the Unit NQC for the applicable Showing Month.

4.4 Adjustments to Contract Quantity

(a) Planned Outages: If Seller is unable to provide any portion of the Contract Quantity for any Showing Month due to a Planned Outage of a Unit, then Seller shall have the option, upon written notice to Buyer, to either (i) reduce the Contract Quantity for the applicable Showing Month in accordance with the Planned Outage, or (ii) provide Alternate Capacity in accordance with Section 4.5 up to the Contract Quantity for the applicable Showing Month. If Seller elects to reduce its Contract Quantity or provide Alternate Capacity in accordance with this section, Seller shall provide written notice by, (x) in the case of the monthly RAR Showings, no later than the Notification Deadline for the relevant Showing Month; or, (y) in the case of

the annual RAR Showings, no later than sixty (60) days prior to the annual RAR Showings. Seller shall not schedule Planned Outages that affect the Unit NQC between the months of June and October of each calendar year.

(b) Reductions in Unit NQC: If the Product is Contingent Firm RA Product, as specified in Section 3.4, then Seller's obligation to provide the Contract Quantity for any Showing Month may be reduced if (i) a Unit experiences a reduction in Unit NQC as determined by the CAISO, and (ii) Seller provides written notice of the reduction in Contract Quantity to Buyer by the earlier of the Notification Deadline for the applicable Showing Month or within thirty (30) days of CAISO's publication of the revised Unit's NQC; provided, Seller shall not be required to provide such notice sooner than five (5) Business Days after Seller receives notice of any such reduction from CAISO. If a Unit experiences such a reduction in Unit NQC, as provided in clause (i) above, 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) to provide Alternate Capacity, provided, that in each case Seller shall provide written notice of such Replacement Units by the earlier of the Notification Deadline for the applicable Showing Month or within thirty (30) days of CAISO's publication of the revised Unit's NQC.

(c) Reductions in Unit EFC: If the Product is Contingent Firm RA Product, as specified in Section 3.4, that includes FCR Attributes, as specified in Section 3.2, then Seller's obligation to provide FCR Attributes for a Unit in any Showing Month may be reduced by Seller if a Unit experiences a reduction in Unit EFC as determined by the CAISO. The Parties acknowledge and agree that any such change to the FCR Attributes shall not (i) entitle Buyer to a change in the Contract Price or a change in the amounts payable under Section 4.9, (ii) result in any change to Seller's obligation to provide the Contract Quantity of RAR Attributes and, if applicable, LAR Attributes, to Buyer, (iii) give either Party the right to terminate this Agreement, or (iv) allow for the severability of any provisions of this Confirmation pursuant to the Master Agreement.

(d) Regulatory Change: Both Parties acknowledge that the CAISO and CPUC may from time to time make revisions to how RAR Attributes are defined, categorized, or classified. Both Parties shall work in good faith to maintain the original intention of this Agreement. If during the Delivery Period, the CAISO, the CPUC, or the applicable Governmental Body either replaces Unit NQC as the value utilized to measure the RA 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 RA Capacity of a Unit together with Unit NQC, then from and after such replacement Seller shall provide written notice and convey to Buyer an amount of RA Capacity of a Unit of (i) no less than the amount obtained by calculating the Buyer's share of such qualifying capacity on a pro rata basis, but (ii) no more than the Contract Quantity (i.e. following such replacement, Seller's delivery obligation will be obtained by calculating the product of (A) the Contract Quantity divided by the Unit NQC, multiplied by (B) such Unit's overall qualifying capacity (in MW) as measured by such new method of measuring a Unit's qualifying capacity).

(e) Invoice Adjustment: In the event that the Contract Quantity is reduced due to an adjustment to Contract Quantity pursuant to Section 4.4, and Seller does not elect to provide Alternate Capacity pursuant to Section 4.4 and Section 4.5, then the invoice for the applicable Showing Month, calculated pursuant to Section 4.9, shall

be adjusted to reflect the reduced amount of Contract Quantity provided from Seller to Buyer in the applicable Showing Month; provided, the Contract Price shall not be adjusted

(f) Buyer Option: Seller shall notify Buyer in writing ("FCDS Notice") (email acceptable as set forth in Appendix F) when the Project receives Full Capacity Deliverability Status and associated Net Qualifying Capacity (as defined in the Tariff) within thirty (30) days of Seller's receipt of such results from CAISO ("FCDS Notification Deadline"). Within the FCDS Notice, Seller shall also inform Buyer in writing whether (1) the Net Qualifying Capacity for the Project meets 150 MW; and (2) the Net Qualifying Capacity for the Project exceeds the 150 MW and the amount of such excess ("Excess Amount"). If the Net Qualifying Capacity exceeds 150 MW, Buyer has the option, but not the obligation, within the Option Period (as defined below), to increase the Contract Quantity above 150 MW to such Excess Amount which is less than or equal to 225 MW ("Additional Capacity Amount"). Buyer shall exercise its option by written notice ("Option Notice") (email acceptable as set forth in Appendix F) within thirty (30) days from Buyer's receipt of the FCDS Notice ("Option Period"). In the event Buyer exercises its option for the Additional Capacity Amount within the Option Period, the Parties shall promptly amend the definition of Contract Quantity to include Additional Capacity Amount within subsection (i) of the definition of Contract Quantity. If Buyer does not exercise its option for the Additional Capacity Amount within the Option Period, Buyer's option for the Additional Capacity Amount shall expire. If Seller fails to notify Buyer through the FCDS Notice within FCDS Notification Deadline, the Option Period shall extend to the Initial Delivery Date. From the Confirmation Effective Date to the Option Period expiration, Seller shall sell any portion of the Excess Amount to any other third party.

4.5 Alternate Capacity

If Seller desires to provide the Contract Quantity of Product to Buyer for any Showing Month from a resource other than the Unit ("**Alternate Capacity**"), then Seller may, at no additional cost to Buyer, provide Buyer with Alternate Capacity from one or more replacement units (a "**Replacement Unit**"), with the total amount of Product provided to Buyer from Designated RA Capacity up to an amount equal to the Contract Quantity for an applicable Showing Month; provided that in each case, (i) Seller shall provide written notice to Buyer of its intent to provide Alternate Capacity no later than the Notification Deadline for an applicable Showing Month, and (ii) the Replacement Unit(s) meet the requirements of the Product described in Article 2 and Article 3. If Seller notifies Buyer in writing of its intent to provide Alternate Capacity no later than the Notification Deadline for an applicable Showing Month, and the Replacement Unit(s) provided as Alternate Capacity meet the requirements of the Product as described in Article 2 and Article 3, then such Alternate Capacity shall be automatically deemed a Unit for purposes of this Confirmation for that Showing Month.

4.6 Delivery of Product

Subject to Seller's rights under Article 3, Section 4.4 and Section 4.5, Seller shall provide Buyer with the Designated RA Capacity of Product for each Showing Month consistent with the following:

(a) Seller shall provide Buyer with the Designated RA Capacity of Product for each day of each Showing Month.

(b) Seller shall, on a timely basis, submit, or cause a Unit's SC 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 Delivery Period, to the CAISO, LRA, or other applicable Governmental Body in accordance with the applicable rules and requirements (including the CAISO Tariff), identifying and confirming the transfer of the Designated RA Capacity from Seller 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).

(c) 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(s) and the Product in its Resource Adequacy Plan with the CPUC or CAISO.

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, and such failure is not excused under the terms of the Agreement, then the following shall apply provided that such damages and reimbursements paid by Seller pursuant to Section 4.7 shall not exceed, for any applicable Showing Month, an amount equal to the Contract Price multiplied by the Replacement Capacity multiplied by 1.5 :

(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, and if applicable, 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 specified in Section 3.2) and no such RAR capacity without LAR Attributes is available, then Buyer may replace such portion of the Designated RA Capacity with capacity having RAR Attributes and LAR Attributes (as well as FCR Attributes if specified in Section 3.2) ("**Replacement Capacity**"). Such Replacement Capacity may also 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 21 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, without limiting its other remedies, 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 Reimbursement for Failure to Deliver Contract Quantity

Subject to Seller's rights under Article 3, Section 4.4 and Section 4.5, to the extent Seller is required, and fails, to provide the Designated RA Capacity hereunder for any Showing Month, Seller agrees to reimburse, indemnify, defend and hold harmless Buyer from any penalties, fines or costs assessed against Buyer by the CPUC, the CAISO, or any other Governmental Body to the extent not otherwise paid by Seller to Buyer under Section 4.7(b), resulting from any of the following; provided that such damages and reimbursements paid by Seller pursuant to this Section 4.8 shall not exceed, for any applicable Showing Month, an amount equal to the Contract Price multiplied by the Replacement Capacity multiplied by 1.5:

(a) Seller's failure to provide any portion of the Designated RA Capacity for any portion of the Delivery Period, and such failure is not excused under the terms of the Agreement;

(b) Seller's failure to provide notice of the non-availability of any portion of Designated RA Capacity as required under Article 3, Section 4.5, and Section 4.6; or

(c) The Unit Scheduling Coordinator's failure to timely submit Supply Plans that identify Buyer's right to the Designated RA Capacity purchased hereunder for an applicable Showing Month.

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. Seller will have no obligation to Buyer under this Section 4.8 in respect of the portion of Contract Quantity for which Seller has paid damages for Replacement Capacity pursuant to Section 4.7. 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 pursuant to Section 28 of the Master Agreement.

4.9 Contract Price and Monthly RA Capacity Payment

(a) The Contract Price shall be those amounts indicated in Appendix C and shall be governed by the provisions of this Agreement.

(b) In accordance with the terms of Section 9 of the Master Agreement, with respect to each Showing Month, Buyer shall make a Monthly RA Capacity Payment to Seller for the Unit in arrears, after the applicable Showing Month. The 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 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 4.4 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).

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) ancillary services, (c) energy sales, (d) black start or reactive power services, (e) bid cost recovery or uplift payments or credits; or (f) 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 to such third party the right to claim any portion of the RA Capacity sold to Buyer hereunder in order to make an RAR Showing, LAR Showing, FCR Showing, or any similar capacity or resource adequacy showing with the CAISO, CPUC or other Governmental Body and (g) any other revenue sources so long as such sales by Seller do not confer to any third party the right to claim any portion of the Products sold to Buyer hereunder. 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. 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. If a centralized capacity market develops within CAISO, Buyer will have exclusive rights to offer, bid, or otherwise submit Designated RA Capacity provided to Buyer pursuant to this Confirmation for re-sale in such market, and retain and receive any and all related revenues; provided that any such contracting shall not require Seller to incur any additional out of pocket expense or limit or otherwise affect Seller's rights under this Transaction. 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 (g) above). In accordance with Section 4.9 of this Confirmation, 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 pursuant to Section 28 of the Master Agreement.

ARTICLE 5
CAISO OFFER REQUIREMENTS

During the Delivery Period, except to the extent any Unit is in an Outage, or is affected (or its transmission path is affected) by an event of Force Majeure that results in a partial or full Outage of that Unit, or as otherwise provided in Section 4.4, Seller shall either schedule or cause the Unit's Scheduling Coordinator to schedule with, or make available to, the CAISO the Unit's Designated RA Capacity in compliance with the Tariff, 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.

ARTICLE 6
DELAY AND EARLY TERMINATION

6.1 Guaranteed Delivery Date.

If the Initial Delivery Date has not occurred earlier than 180 days after the Guaranteed Delivery Date, so long as the Initial Delivery Date has not yet occurred, either Party shall have the right to provide written notice to the other Party that it is terminating this Agreement. Upon such termination, as Buyer's sole and exclusive remedy for such termination, Seller shall forfeit, and Buyer shall retain the remaining balance, if any, of the Performance Security less any Daily Delay Damages paid pursuant to this Section 6.1. If Seller fails to achieve the Initial Delivery Date on or before the Guaranteed Delivery Date, then Seller shall pay to Buyer liquidated damages for each day of such delay, for up to one hundred eighty (180) days maximum, in the amount per day equal to the Daily Delay Damages. Seller shall pay to Buyer all such outstanding liquidated damages every fifteen (15) days via wire transfer.

6.2 Financial Close Deadline.

If Seller does not achieve Financial Close on or before the Financial Close Deadline, then, provided Seller provides written notice within ten (10) days following the Financial Close Deadline, Seller may terminate the Agreement without penalty. If Seller terminates this Agreement pursuant to this Section 6.2, notwithstanding anything in the Agreement to the contrary, neither Party shall be liable to the other with respect to such termination. Failure to provide written notice of termination within the given time shall act as a waiver of such termination right. From the Confirmation Effective Date until the Financial Close Date, Seller shall provide monthly status updates via email to Buyer concerning progress related to Seller achieving Financial Close.

6.3 CAISO Capacity Award.

The Parties acknowledge that the Project, as of the Confirmation Effective Date, does not have an allocation of deliverability from CAISO and agree that such fact shall not constitute a breach of any representation or warranty made by Seller as of the Confirmation Effective Date through the Financial Close Date. The Parties further agree that that the Project not having an allocation of deliverability from CAISO shall not affect Seller's right to termination pursuant to Section 6.2. Seller shall provide written notice within ten (10) calendar days following Seller's receipt of notice of allocation of deliverability from CAISO. If Seller does not receive or have an allocation of deliverability from CAISO by June 30, 2025, either Party may terminate this Agreement upon notice to the other Party; provided, the Seller has not yet received or does not have allocation of deliverability from CAISO upon delivery of such notice. If either Party terminates this Agreement pursuant to this Section 6.3, notwithstanding anything in the Agreement to the contrary, neither Party shall be liable to the other with respect to such termination.

ARTICLE 7
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 Confirmation 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, or will have, 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, 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; and

(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.

ARTICLE 8
OTHER BUYER AND SELLER COVENANTS

8.1 Mutual Cooperation Obligations

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 shall include, without limitation:

(a) Cooperating with and providing, and in the case of Seller causing the Unit's Scheduling Coordinator, owner, or operator to cooperate with and provide requested supporting documentation to the CAISO, the CPUC, or any other Governmental Body responsible for administering RAR, LAR and/or FCR under Applicable Laws, to certify or qualify the Contract Quantity as RA Capacity and Designated RA Capacity. Such actions shall include, without limitation, providing information requested by the CAISO, the CPUC, or by an LRA having jurisdiction, to demonstrate for each Showing Month of the Delivery Period the ability to deliver the Contract Quantity from the Unit to the CAISO Controlled Grid consistent with the Product attributes described in Article 2 and Article 3 for the Confirmation, 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, which are subject to agreement of the Parties, in each Party's sole discretion, to conform this Transaction to subsequent clarifications, revisions, or decisions rendered by the CPUC, CAISO, Federal Energy Regulatory Commission **("FERC")**, or other Governmental Body having jurisdiction to administer RAR, LAR and FCR, so as to maintain the benefits of the bargain struck by the Parties on the Confirmation Effective Date.

(c) If a change in Applicable Laws or in the Tariff render this Agreement or any provision hereof incapable of being performed or administered, then either Party may request that Buyer and Seller enter into negotiations to make the minimum changes to this Agreement necessary to make this Agreement capable of being performed and administered, while attempting to preserve to the maximum extent possible the benefits, burdens, and obligations set forth in this Agreement as of the Confirmation Effective Date. Upon delivery of such a request, Buyer and Seller shall engage in such negotiations in good faith. If Buyer and Seller are unable, within sixty (60) days after delivery of such request, to agree upon changes to this Agreement or to resolve issues relating to changes to this Agreement, then either Party may submit issues pertaining to changes to this Agreement to the Dispute Resolution process set forth in Section 34 of the Master Agreement. Notwithstanding the foregoing, a change in cost shall not in and of itself be deemed to render this Agreement or any of the provisions hereof incapable of being performed or administered, or constitute, or form the basis of, a Force Majeure.

8.2 Seller Representations, Warranties and Covenants

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 the 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 any non-CAISO or CAISO markets, other than pursuant to an RMR Agreement between the CAISO and either Seller or the Unit's owner or operator;

(c) The Unit is connected to the CAISO Controlled Grid, is within the CAISO Control Area, or is under the control of CAISO;

(d) The owner or operator of the Unit is obligated to comply with Applicable Laws, including the Tariff, relating to RA Capacity and, as applicable, RAR, LAR and/or FCR;

(e) If Seller is the owner of any Unit, the respective cumulative sums of RAR Attributes, and any applicable LAR Attributes and FCR Attributes that Seller has sold, assigned, or transferred for any Unit does not exceed that Unit's RA Capacity, including Unit NQC and Unit EFC, as applicable;

(f) With respect to the RA Capacity provided under this Confirmation, Seller shall, and the Unit's Scheduling Coordinator is obligated to, comply with Applicable Laws, including the Tariff, relating to RA Capacity;

(g) Seller has notified the Scheduling Coordinator of the Unit that Seller has transferred the Designated RA Capacity to Buyer, and the Scheduling Coordinator is obligated to deliver the Supply Plans in accordance with the Tariff and this Agreement;

(h) Seller has notified the Scheduling Coordinator of the Unit that Seller is obligated to cause the Unit's Scheduling Coordinator to provide to the Buyer, by the Notification Deadline for each RAR Showing, LAR Showing, and/or FCR Showing, as applicable, the Designated RA Capacity of the Unit that is to be submitted in the Supply Plan associated with this Agreement for the applicable period; and

(i) Seller has notified the 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.

ARTICLE 9
CONFIDENTIALITY

(a) Each Party agrees, and shall use reasonable efforts to cause its parent, subsidiary and Affiliates, and its and their respective directors, officers, employees and representatives, as a condition to receiving confidential information hereunder, to keep confidential, except as required by Applicable Law, all documents, data, drawings, studies, projections, plans and other written information that are clearly marked "Confidential" at the time a Party shares such information with the other Party ("Confidential Information"). The provisions of this Article 9 shall survive and shall continue to be binding upon the Parties for a period of one (1) year following the date of termination or expiration of this Agreement. Notwithstanding the foregoing, information shall not be considered Confidential Information if such information (i) is disclosed with the prior written consent of the originating Party, (ii) was in the public domain prior to disclosure or is or becomes publicly known or available other than through the action of the receiving Party in violation of this Agreement, (iii) was lawfully in a Party's possession or acquired by a Party outside of this Agreement, which acquisition was not known by the receiving Party to be in breach of any confidentiality obligation, or (iv) is developed independently by a Party based solely on information that is not considered confidential under this Agreement.

(b) Either Party may, without violating this Article 9 disclose matters that are made confidential by this Agreement:

(i) to its counsel, accountants, auditors, advisors, other professional consultants, credit rating agencies, actual or prospective co-owners, investors, purchasers, lenders, underwriters, contractors, suppliers, and others involved in construction, operation, and financing transactions and arrangements for a Party or its subsidiaries or Affiliates;

(ii) to governmental officials and parties involved in any proceeding in which either Party is seeking a permit, certificate, or other regulatory approval or order necessary or appropriate to carry out this Agreement; and

(iii) to governmental officials or the public as required by any law, regulation, order, rule, ruling or other Applicable Law, including laws or regulations requiring disclosure of financial information and information material to financial matters and filing of financial reports and responding to oral questions, discovery requests, subpoenas, civil investigations or similar processes.

(c) Notwithstanding the foregoing or any other provision of this Agreement, Seller acknowledges that Buyer is subject to disclosure as required by the California Public Records Act, Cal. Govt. Code §§ 6250 et seq. ("CPRA") and the Ralph M. Brown Act, Cal. Govt. Code §§ 54950 et seq. ("Brown Act"). Confidential Information of Seller provided to Buyer pursuant to this Agreement shall become the property of Buyer, and Seller acknowledges that Buyer shall not be in breach of this Agreement or have any liability whatsoever under this Agreement or otherwise for any claims or causes of action whatsoever resulting from or arising out of Buyer copying or releasing to a third party any of the Confidential Information of Seller as required by CPRA or Brown Act; provided, Buyer complies with Section 9(d).

(d) If a Party is requested or required, pursuant to any Applicable Law, regulation, order, rule, ruling or other Applicable Law, discovery request, subpoena, civil investigation or similar process to disclose any of the Confidential Information, and if permitted by Applicable Law, such Party shall provide prompt written notice to the other Party of such request or requirement so that at such other Party's expense, such other Party may seek a protective order or other appropriate remedy concerning such disclosure. If Buyer receives a CPRA request for Confidential Information of Seller, and Buyer or Buyer's authorized representative determines that such Confidential Information is subject to disclosure under CPRA, then Buyer shall notify Seller of the request and its intent to disclose the documents. Buyer, as required by CPRA, shall release such documents unless Seller timely obtains a court order prohibiting such release. If Seller, at its sole expense, chooses to seek a court order prohibiting the release of Confidential Information pursuant to a CPRA request, then Seller undertakes and agrees to defend, indemnify and hold harmless Buyer from and against all suits, claims, and causes of action brought against Buyer for Buyer's refusal to disclose Confidential Information of Seller to any person making a request pursuant to CPRA. Seller's indemnity obligations shall include, but are not limited to, all actual costs incurred by Buyer, and specifically including costs of experts and consultants, as well as all damages or liability of any nature whatsoever arising out of any suits, claims, and causes of action brought against Buyer, through and including any appellate proceedings. Seller's obligations to Buyer under this indemnification provision shall be due and payable on a monthly, on-going basis within thirty (30) days after each submission to Seller of Buyer's invoices for all fees and costs incurred by Buyer, as well as all damages or liability of any nature.

(e) Each Party acknowledges that any disclosure or misappropriation of Confidential Information by such Party in violation of this Agreement could cause the other Party or their Affiliates irreparable harm, the amount of which may be extremely difficult to estimate, thus making any remedy at law or in damages inadequate. Therefore each Party agrees that the non-breaching Party shall have the right to apply to any court of competent jurisdiction for a restraining order or an injunction restraining or enjoining any breach or threatened breach of this Agreement and for any other equitable relief that such non-breaching Party deems appropriate. This right shall be in addition to any other remedy available to the Parties in law or equity.

(f) Notwithstanding Section 30.1 of the Master Agreement and this Article 9, Buyer may disclose information regarding this Transaction, to the extent required, to any Governmental Body, the CPUC, the CAISO or any LRA having jurisdiction in order to support its RAR Showings, LAR Showings and/or FCR Showings, as applicable, and Seller may disclose the information regarding this Transaction to the Scheduling Coordinator of the Unit in order for such Scheduling Coordinator to timely submit Supply Plans. Buyer may disclose information related to this Transaction, other than Contract Price, to a Subsequent Buyer; provided that any Subsequent Buyer agrees in writing to maintain the confidentiality of such information consistent with this Section 9.

ARTICLE 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 any such re-sale does not increase Seller's obligations, costs or liabilities hereunder. Seller will, or will cause the Unit's SC, to (i) 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, and (ii) 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, provided, in each case, that Buyer shall reimburse Seller for any reasonable costs incurred in connection with such transactions that would not have been incurred but for such re-sale. For avoidance of doubt, Buyer shall not reimburse Seller for any reasonable costs incurred in connection with any Product Seller delivers to Buyer. If Seller incurs any liability to a Subsequent Buyer, CAISO, or any other third party due to the failure of Buyer or Subsequent Buyer to comply with this Confirmation with respect to any re-sale pursuant to this Section 10(a), Buyer will be liable to Seller for the same amounts Buyer would have owed Seller under this Confirmation if Buyer had not resold the Product. 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 five Business Days before the Compliance Showing deadline for the applicable Showing Month. Buyer will notify Seller of any subsequent changes or further resales no later than five Business Days before the Compliance Showing deadline for the applicable Showing Month.

(c) If CAISO or CPUC develops a centralized capacity market, Buyer will have exclusive rights 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 retain and receive all revenues from such re-sale. Seller agrees to take all commercially reasonable actions to assist Buyer with such re-sale, provided that Seller's obligation to assist shall not require modification of any of the commercial terms of this Confirmation and Buyer shall reimburse Seller for any reasonable costs incurred in connection with such transactions that would not have been incurred but for such re-sale.

ARTICLE 11
NEW CATEGORIES AND CLASSIFICATIONS

(a) Seller's Expenditure Cap. If, after the commencement of the Delivery Period, there are new categories or classifications of FCR Attributes or RAR Attributes ("New Categories"), Seller shall be responsible to take any and all actions ("Compliance Actions") to ensure these New Categories are deemed to be part of the FCR Attributes or RAR Attributes, as applicable, of the Unit where the cost of all such actions shall not exceed an aggregate amount equal to one hundred thousand ($100,000) ("Seller's Expenditure Cap").

(b) Buyer's Expenditure Cap. If Seller reasonably expects that Compliance Action costs will exceed Seller's Expenditure Cap, Seller shall provide notice ("Initial Costs Notice") to Buyer of the foregoing with supporting documentation. Buyer may request additional documentation or information as reasonably required by Buyer to evaluate the Initial Costs Notice. Within sixty (60) days of the later of the Initial Cost Notice, Buyer will evaluate such Initial Compliance Costs Notice

and any supplemental information and, if Seller's representation in the Initial Costs Notice are reasonably acceptable to Buyer, then (i) Buyer shall reimburse Seller for all Compliance Costs associated with the Compliance Actions that exceed the Seller's Expenditure Cap; or (ii) Buyer shall notify Seller that it will not pay any amounts. In the event Buyer will not reimburse the full amount of such Compliance Actions in excess of Seller's Expenditure Cap, Seller shall have no obligation to undertake such Compliance Actions and shall not be in breach as a result of not undertaking such Compliance Actions.

ARTICLE 12
COLLATERAL REQUIREMENTS

(a) To secure its obligations under this Agreement, Seller shall deliver and maintain Performance Security to Buyer within the time periods and amounts set forth in the definition of Performance Security. Seller shall maintain the Performance Security in full force and effect, subject to any draws made by Buyer in accordance with this Agreement, until the following have occurred: (a) the Delivery Period has expired or terminated early; and (b) all payment obligations of the Seller then due and payable under this Agreement, including compensation for penalties, Termination Payment, indemnification payments or other damages are paid in full (whether directly or indirectly such as through set-off or netting). Following the occurrence of both events, Buyer shall promptly return to Seller the unused portion of the Performance Security not allocated to invoiced but unpaid amounts.

(b) First Priority Security Interest in Cash or Cash Equivalent Collateral. To secure its obligations under this Agreement, and until released as provided herein, Seller hereby grants to Buyer a present and continuing first-priority security interest ("Security Interest") in, and lien on (and right to net against), and assignment of the Performance Security, and any and all interest thereon or proceeds resulting therefrom or from the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of Buyer, and Seller agrees to take all action as Buyer reasonably requires in order to perfect Buyer's Security Interest in, and lien on (and right to net against), such collateral and any and all proceeds resulting therefrom or from the liquidation thereof. Buyer shall apply the proceeds of the collateral realized upon the exercise of any such rights or remedies to reduce Seller's obligations under this Agreement (Seller remains liable for any amounts owing to Buyer after such application), subject to Buyer's obligation to return any surplus proceeds remaining after these obligations are satisfied in full.

(c) The Performance Security is subject to the following provisions:

(i) Each Letter of Credit must be maintained for the benefit of Buyer;

(ii) Seller shall:

(A) Renew or cause the renewal of each outstanding Letter of Credit on a timely basis as provided in the relevant Letter of Credit, as applicable;

(B) If the entity that issued an outstanding Letter of Credit, as applicable, has indicated its intent not to renew or extend such Letter of Credit, as applicable, provide alternative Performance Security pursuant to this Agreement or otherwise acceptable to Buyer at least twenty (20) Business Days before the expiration of the outstanding Letter of Credit, as applicable; and

(C) If the entity issuing a Letter of Credit, as applicable, fails to honor Buyer's properly documented request to draw on an outstanding Letter of Credit, as applicable, Seller shall provide alternative Performance Security acceptable pursuant to this Agreement or otherwise acceptable to Buyer within three (3) Business Days after such refusal; and

(D) In the event Buyer draws on the Performance Security, Seller shall immediately replenish the Performance Security to the amount required for the Performance Security.

(d) Upon the occurrence of a Letter of Credit Default, Seller shall provide to Buyer either a substitute Letter of Credit or alternative Performance Security acceptable pursuant to this Agreement or otherwise acceptable to Buyer, in each case on or before the first Business Day after the occurrence thereof.

(e) Upon the occurrence of Letter of Credit Derating, Seller shall provide to Buyer either a substitute Letter of Credit or alternative Performance Security acceptable pursuant to this Agreement or otherwise acceptable to Buyer, in each case on or before the third (3rd) Business Day after the occurrence of the Letter of Credit Derating.

(f) Upon, or at any time after the occurrence and continuation of an Event of Default by Seller or an occasion provided for in this Agreement where Buyer is authorized to retain all or a portion of the Security, then Buyer may draw on any undrawn portion of any outstanding Letter of Credit equal to any amount due and owing after any applicable cure period.

In addition, Buyer will have the right to draw on the Performance Security for any of the following reasons:

1. The Letter of Credit will expire in fewer than ten (10) Business Days and Seller has not provided Performance Security acceptable pursuant to this Agreement or otherwise acceptable to Buyer.

2. The Seller or the issuer of the Letter of Credit has provided written notice to Buyer of either Seller's or the issuer's intent not to renew or extend the Letter of Credit following the present expiration date thereof ("Notice of Non-Renewal"), and Seller has failed to provide Buyer with a replacement Performance Security acceptable pursuant to this Agreement or otherwise acceptable to Buyer within thirty (30) days following the date of the Notice of Non-Renewal.

3. Buyer has not been paid any or all of Seller's payment obligations due and payable under the Agreement after expiration of any applicable cure period; provided, such amount drawn shall not exceed such amount due and owing to Buyer.

Notwithstanding Buyer's receipt of cash proceeds of a drawing under the Letter of Credit, Seller shall remain liable for any: (A) Failure to provide or maintain sufficient Performance Security (including failure to replenish such Performance Security to the full amount required under this Agreement in the event that Buyer draws against the Performance Security pursuant to this Agreement); or (B) Any amounts owing to Buyer and remaining unpaid after the application of the amounts so drawn by Buyer. Any liquidation of the Performance Security shall be free from any

claim or right of any nature whatsoever of Seller, including any equity or right of purchase or redemption by Seller.

(g) In all cases, the costs and expenses of establishing, renewing, replenishing, substituting, canceling, and increasing the amount of a Letter of Credit will be borne solely by Seller.

ARTICLE 13
FORCE MAJEURE

(a) No Default for Force Majeure. Neither Party will be considered to be in default in the performance of any of its obligations set forth in this Agreement (except for obligations to pay money) when and to the extent failure of performance is caused by Force Majeure. The Guaranteed Delivery Date will, subject to Article 13(d) and Seller's compliance with its obligations as the Claiming Party under Article 13 (b), be extended on a day-for-day basis for the duration of the Force Majeure when Seller is the Claiming Party.

(b) Requirements Applicable to the Claiming Party. If a Party, because of Force Majeure, is rendered wholly or partly unable to perform its obligations when due under this Agreement, that Party (the "Claiming Party"), will be excused from whatever performance is affected by the Force Majeure to the extent so affected, provided, the Claiming Party must have complied with (i) and (ii) directly below. In order to be excused from its performance obligations hereunder by reason of Force Majeure: (i) the Claiming Party, within fourteen (14) days after the initial occurrence of the claimed Force Majeure, must give the other Party notice describing the particulars of the occurrence; and (ii) the Claiming Party must provide timely evidence reasonably sufficient to establish that the occurrence constitutes Force Majeure as defined in this Agreement.

(c) Initial Delivery Date Deadline. If, at any time between Financial Close and the Initial Delivery Date, a Force Majeure event occurs for a period greater than one hundred and eighty (180) cumulative days, then during such Force Majeure event, either Party may terminate this Agreement on notice, which shall be effective ten (10) days after such notice is provided to the other Party; provided, such Force Majeure event is continuing at the time of such termination. Such termination shall be a "no-fault" termination and neither Party shall pay a Termination Payment or incur any additional liability.

(d) Delivery Period. During the Delivery Period, either Party may terminate this Confirmation on notice, which will be effective five (5) Business Days after such notice is provided, if (i) an event of Force Majeure extends and is continuing for more than three hundred sixty-five (365) consecutive days which materially and adversely affects the operations of the Claiming Party, or (ii) a Unit is destroyed or rendered inoperable by a Force Majeure, and an independent, third party engineer determines in writing that the Unit cannot be repaired or replaced within an aggregate period of twenty-four (24) months after the first day of such Force Majeure. Any such termination pursuant to this Section 13(d) shall be without liability to either Party for such termination.

ARTICLE 14
INSURANCE

Throughout the Delivery Period, Seller shall maintain insurance as specified in Appendix E of this Agreement, which is attached hereto and incorporated herein by reference.

ARTICLE 15
MASTER AGREEMENT AMENDMENTS

For this Transaction and in addition to other provisions contained in this Confirmation, the Master Agreement shall be amended as follows:

(a) Section 7 of the Master Agreement is hereby deleted.

(b) Section 14 of the Master Agreement is amended by inserting the following "subject to Section 15." in the fifth line following "Confirmation(s),".

(c) Section 15 of the Master Agreement is amended by inserting the following new text at the end thereof:

"Seller has the right to assign this Agreement as collateral for any financing or refinancing of the Project. In connection with any financing or refinancing of the Project by Seller, Buyer shall in good faith work with Seller and its lender to execute a commercially reasonable form of assignment agreement to be agreed to by the Parties. Such assignment agreement shall be subject to reasonable and customary terms, provided however that Buyer shall have no obligation to consent to any assignment that will alter the Contract Quantity, the Contract Price or any commercial terms related to the transaction. Seller shall pay Buyer for the reasonable costs and expenses incurred by Buyer arising in connection with the negotiation of any collateral assignment agreement. Furthermore, Buyer shall be required to execute an estoppel certificate upon reasonable request by Seller, in a form reasonably acceptable to Buyer."

(d) Sections 16.4, 16.5.1 and 16.6 of the Master Agreement as it relates to the obligation of the Seller are hereby deleted.

(e) Section 21.1 of the Master Agreement is amended by deleting "direct" in the ninth line thereof. The Parties also agree that the waiver on the fifth line of that section does not apply to any damages or other remedies expressly provided for in this Confirmation.

(f) Section 22.1 of the Master Agreement is modified by deleting subsection (d) and replacing it with "[intentionally omitted]" and 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 Product due under this Agreement, the exclusive remedy for which is provided in this Confirmation and 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 it is unable to generally pay its debts as they become due;

(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."

(g) Section 22.1(c) of the Master Agreement is amended by inserting ", provided that any petition of bankruptcy filed or commenced against the Defaulting Party remains unstayed or undismissed for a period of ninety (90) days" following "liquidation" in line five.

(h) Section 22.1(e)(iii) of the Master Agreement is amended by inserting ", provided that any petition of bankruptcy filed or commenced against the Guarantor remains unstayed or undismissed for a period of ninety (90) days" following "liquidation" in line six.

(i) 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.

(j) Section 22.3 of the Master Agreement is amended by:

1. In Section 22.3(b), replacing the reference to "paragraph (a)" in the first line with "paragraph (b)" and replacing the second sentence thereof with "The "Present Value Rate" shall mean an annual rate equal to the "prime rate" as published in the Wall Street Journal from to time plus 2%.";

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 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."

3. In Section 22.3(e), delete the entire provision (including subsections) and replace it with the following: "[Intentionally omitted]"

4. 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 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."

(k) Section 22A of the Master Agreement is hereby deleted.

(l) In Section 24, delete the first sentence and replace it with the following:

"This Agreement and any Confirmation shall be governed by and construed in accordance with the laws of the State of California, without regard to the conflicts of laws rules thereof.

(m) 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.

(n) Section 27 of the Master Agreement is modified by deleting Section 27 in its entirety and replacing it with "[intentionally omitted]"

(o) Section 30.1 of the Master Agreement is amended by inserting "or requested" after the word "required" in Section 30.1(4), by deleting "or" immediately before clause (7), and by adding the following at the end of the first sentence: "; or (8) to the Party's and such Party's affiliates' lenders and potential lenders, investors or potential investors, counsel, accountants, advisors and agents who have a need to know such information and have agreed to keep such terms confidential".

(p) Subsection 32.1.2 of the Master Agreement is amended by removing "(other than provisions regarding the operation of WSPP as an organization including Section 7 and 8)" where the Parties acknowledge and agree that any revisions or deletions in this Agreement relating to the operations of the WSPP shall not affect the operation of WSPP as an organization.

(q) Subsections 34.1 and 34.2 of the Master Agreement are hereby 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."

(r) The phrase "arbitration or" is hereby deleted from the first line of Section 34.4.

(s) 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 4.7 AND SECTION 4.8 OF THIS CONFIRMATION, INCLUDING PENALTIES AS SPECIFIED THEREIN:

"34.5 LIMITATION OF DAMAGES. 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 ALL OTHER REMEDIES FOR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. 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, WHICH SHALL BE THE SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT FOR SUCH BREACH, AND ALL OTHER REMEDIES FOR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. 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; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT LIMIT EITHER PARTY'S RIGHT TO RECOVER DAMAGES UNDER EXPRESS INDEMNITY PROVISIONS SET FORTH IN THE CONFIRMATION."

(t) The first sentence of Section 37 is hereby deleted.

(u) Section 41 "Witness" of the Master Agreement shall become Section 42 and the following "Standard of Review" Section shall be substituted in its place:

"The Parties agree as follows:

1. 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).

2. 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."

No future amendments to the Effective Version of Master Agreement as of the Effective Date of this Agreement shall be binding on the Parties unless each Party mutually agrees to such amendment and its incorporation to this Agreement, provided, however, that neither Party shall be obligated to agree to any additional amendment to the Master Agreement that would have an adverse effect on that Party.

ARTICLE 16
WRITTEN NOTICE INFORMATION

Parties shall send all written notices and invoices in conformance with the contract information in Appendix F, attached hereto and incorporated herein by reference. Appendix F also contain scheduling, wire transfer, and ACH transfer information.

ARTICLE 17
COUNTERPARTS

This Confirmation may be signed in any number of counterparts with the same effect as if the signature to counterparty were upon a single instrument. The Parties may rely on electric, or scanned signatures as originals under this Confirmation. Delivery of an executed signature page of this Confirmation by facsimile or electronic mail transmission (including PDF) shall be the same as delivery of a manually executed signature page.

ARTICLE 18
ENTIRE AGREEMENT, NO ORAL AGREEMENTS OR MODIFICATIONS

This Confirmation sets forth the terms of the Transaction into which the Parties have entered into and (together with the Master Agreement, as revised by this Confirmation) shall constitute the entire agreement between the Parties relating to the purchase and sale of the Product. Notwithstanding any other provisions of the Agreement, this Transaction may be confirmed only through a Documentary Writing executed by both Parties, and this Transaction may only be amended or modified by a Documentary Writing executed by both Parties.

[*SIGNATURE PAGE FOLLOWS*]

ACKNOWLEDGED AND AGREED TO AS OF THE CONFIRMATION EFFECTIVE DATE

Westlands Grape, LLC, a Delaware limited liability company

By: DocuSigned by: 078C688E47534D9...

Name: David Thompson

Title: Vice President and Chief Financial Officer

City of Santa Clara, chartered California municipal corporation

By: _____

Name: JŌVAN D. GROGAN
City Manager

_____

Approved as to Form:

_____
GLEN R. GOOGINS
City Attorney
City of Santa Clara

Appendix A

Unit Information

Name	Westlands Grape, LLC ("Grape")
Location	Kings County, CA
CAISO Resource ID	Queue #1242
Unit SCID	TBD
Unit NQC	TBD (storage)
Unit EFC	N/A
Resource Type	Battery Storage
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 (if any, as of Confirmation Effective Date)	N/A
Deliverability restrictions, if any, as described in most recent CAISO deliverability assessment	N/A
Run Hour Restrictions	N/A
Expected Commercial Operation Date	June 2026

Appendix B

[RESERVED]

Appendix C

CONTRACT PRICE

Delivery Date	Contract Price ($/kW-month)
If the Initial Delivery Date is achieved on or Before December 31, 2025	$12.50/kW-month
If the Initial Delivery Date is achieved after December 31, 2025	$12.00/kW-month

Appendix D

[Bank Letterhead]

L/C NUMBER: (TBD by Bank) AMOUNT: $XXX,XXX (U.S. CURRENCY)
EXPIRATION DATE: MM/DD/YYYY

BENEFICIARY:	APPLICANT:
_____	_____
_____	_____
_____	_____

Attn:

WE HEREBY OPEN OUR IRREVOCABLE NON-TRANSFERABLE STANDBY LETTER OF CREDIT ("LETTER OF CREDIT") IN FAVOR OF [BENEFICIARY] AND FOR THE ACCOUNT OF THE ABOVE REFERENCED APPLICANT IN THE AGGREGATE AMOUNT OF $XXX,XXX (Dollars and Cents) UNITED STATES CURRENCY, WHICH IS AVAILABLE BY PAYMENT WITH US WHEN ACCOMPANIED BY THE FOLLOWING DOCUMENTS:

1. A DRAFT AT SIGHT DRAWN ON _____, AT OUR [US] [_____] OFFICE AT _____, ATTENTION: _____, DULY ENDORSED ON ITS REVERSE SIDE THEREOF BY THE BENEFICIARY, SPECIFICALLY REFERENCING THIS LETTER OF CREDIT NUMBER;

2. THE ORIGINAL LETTER OF CREDIT AND ANY AMENDMENTS ATTACHED THERETO;

3. COPY OF INVOICE MARKED UNPAID, IF APPLICABLE; AND

4. A CERTIFICATE IN THE FORM OF ATTACHMENT A.

INVOICE(S) IN EXCESS OF THE AMOUNT AVAILABLE UNDER THIS LETTER OF CREDIT ARE ACCEPTABLE; HOWEVER, DRAWINGS UNDER THIS LETTER OF CREDIT MAY NOT EXCEED AMOUNT AVAILABLE.

IF A COMPLYING PRESENTATION OF DRAW DOCUMENTS IS MADE PRIOR TO 12:00 P.M. (PACIFIC TIME) ON A BUSINESS DAY, THEN WE SHALL, PRIOR TO THE CLOSE OF BUSINESS ON THE FIRST FOLLOWING BUSINESS DAY, MAKE PAYMENT IN IMMEDIATELY AVAILABLE FUNDS. IF A COMPLYING PRESENTATION OF DRAW DOCUMENTS IS MADE AT OR AFTER 12:00 P.M. (PACIFIC TIME) ON A BUSINESS DAY, THEN WE SHALL, PRIOR TO CLOSE OF BUSINESS ON THE SECOND FOLLOWING BUSINESS DAY, MAKE PAYMENT IN IMMEDIATELY AVAILABLE FUNDS.

PARTIAL DRAWINGS AND MULTIPLE PRESENTATIONS ARE PERMITTED.

ALL CHARGES OF THE ISSUER ARE FOR THE ACCOUNT OF THE APPLICANT.

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING. THIS UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED, AMPLIFIED, OR INCORPORATED BY REFERENCE TO ANY DOCUMENT, CONTRACT, OR AGREEMENT REFERENCED TO HEREIN.

WE HEREBY AGREE WITH YOU THAT DRAFT(S) DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS CREDIT SHALL BE DULY HONORED IF PRESENTED TOGETHER WITH DOCUMENT(S) AS SPECIFIED AT OUR OFFICE LOCATED AT _____, ATTENTION: _____ ON OR BEFORE THE ABOVE STATED EXPIRY DATE, OR ANY EXTENDED EXPIRY DATE IF APPLICABLE. DRAFT(S) DRAWN UNDER THIS CREDIT MUST SPECIFICALLY REFERENCE OUR LETTER OF CREDIT NUMBER.

FACSIMILE OF THE DRAW DOCUMENTS IS ACCEPTABLE TO [ADD US TELEPHONE NUMBER] _____. IF PRESENTATION IS MADE BY FACSIMILE, PROMPT PHONE NOTIFICATION MUST BE GIVEN TO _____ AS PRESENTATION BY FACSIMILE SHALL NOT BE COMPLETE UNTIL CONFIRMED BY TELEPHONE CALL TO THE NUMBER PROVIDED HEREIN. WE WILL NOTIFY YOU OF ANY UPDATES TO EITHER OF THE TWO PRECEDING TELEPHONE NUMBERS. THE FACSIMILE PRESENTATION SHALL BE DEEMED THE ORIGINAL PRESENTATION. IN THE EVENT OF A FULL OR FINAL DRAWING, THE ORIGINAL STANDY LETTER OF CREDIT MUST BE RETURNED TO THE ISSUER BY OVERNIGHT COURIER AT THE TIME OF FACSMILE PRESENTATION.

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590 ("ISP98"). AS TO MATTERS NOT GOVERNED BY ISP98, THIS LETTER OF CREDIT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO THE CONFLICT OF LAW PROVISIONS THEREOF THAT WOULD DIRECT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.
SINCERELY,

AUTHORIZED SIGNATURE
(INSERT – TYPED NAME AND TITLE)
(Please note – The Bank is to provide documentation supporting signatory's authority to issue the Letter of Credit in the specified amount at the time the Letter of Credit is issued.)

TO BE COMPLETED UPON ACCEPTANCE AND ISSUANCE OF FINAL LETTER OF CREDIT

PLEASE DIRECT ANY CORRESPONDENCE INCLUDING DRAWING OR INQUIRY QUOTING OUR LETTER OF CREDIT NUMBER TO: _____, ATTENTION: _____.

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ATTACHMENT A

Drawing Certificate

TO _____

IRREVOCABLE NON-TRANSFERABLE STANDBY LETTER OF CREDIT
No._____

DRAWING CERTIFICATE

_____
_____
_____

Subject: Irrevocable Non-transferable Standby Letter of Credit
Reference Number:_____

The undersigned_____, an authorized representative of _____ (the "Beneficiary"), hereby certifies to [_____] (the "Bank"), and _____ (the "Applicant"), with reference to Irrevocable Nontransferable 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 that certain Renewable Energy Purchase and Sale Agreement between Applicant and Beneficiary, dated as of [Date of Execution] (the "Agreement"), with respect to the Applicant has occurred.

[ ]B. The Letter of Credit will expire in fewer than ten (10) Business Days (as defined in the Agreement) from the date hereof, and Applicant has not provided Beneficiary alternative Performance Assurance (as defined in the Agreement) acceptable to Beneficiary.

[ ]C. The Bank has heretofore provided written notice to the Beneficiary of the Bank's intent not to renew the Letter of Credit following the present Expiration Date thereof ("Notice of Non-renewal"), and Applicant has failed to provide the Beneficiary with a replacement letter of credit satisfactory to Beneficiary in its sole discretion within thirty (30) days following the date of the Notice of Non-renewal.

[ ]D. Other basis expressly authorized in the Agreement.

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.

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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: [INSERT]

Unless otherwise provided herein, capitalized terms which are used and not defined herein shall have the meaning given each such term in the Letter of Credit.

IN WITNESS WHEREOF, this Certificate has been duly executed and delivered on behalf of the Beneficiary by its authorized representative as of this ____ day of _____, 20____.

Beneficiary: _____

By:_____
Name:_____
Title:_____

APPENDIX E

INSURANCE

(a) General Liability. Seller shall maintain, or cause to be maintained at its sole expense, 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 Seller's obligations under this Agreement and naming Buyer as an additional insured. Defense costs shall be provided as an additional benefit and not included within the limits of liability. Such insurance shall contain standard cross-liability and severability of interest provisions.

(b) Employer's Liability Insurance. Seller shall maintain Employers' Liability insurance not less than One Million Dollars ($1,000,000.00) for injury or death occurring as a result of each accident. With regard to bodily injury by disease, the One Million Dollar ($1,000,000) policy limit will apply to each employee.

(c) Workers Compensation Insurance. Seller, if it has employees, shall also maintain at all times during the Term of the Agreement workers' compensation and employers' liability insurance coverage in accordance with applicable requirements of Applicable Law. This policy must include a waiver of subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

(d) Business Auto Insurance. Seller shall maintain at all times during the Term of the Agreement business auto insurance for bodily injury and property damage with limits of One Million Dollars ($1,000,000) per occurrence. Such insurance shall cover liability arising out of Seller's use of all owned (if any), non-owned and hired vehicles, including trailers or semi-trailers in the performance of the Agreement.

(e) Umbrella/Excess Insurance. Seller shall maintain an insurance policy with a minimum limit of liability of Five Million Dollars ($5,000,000) per occurrence. The policy shall include the following as underlying lines of coverage: General Liability, Auto Liability, and Employers Liability.

(f) Subcontractor Insurance. Seller shall require all of its subcontractors to carry: (i) comprehensive general liability insurance with a combined single limit of coverage not less than One Million Dollars ($1,000,000); (ii) workers' compensation insurance and employers' liability coverage in accordance with applicable requirements of Applicable Law; and (iii) business auto insurance for bodily injury and property damage with limits of one million dollars ($1,000,000) per occurrence. All subcontractors shall name Seller as an additional insured to insurance carried pursuant to clauses (f)(i) and (f)(iii). All subcontractors shall provide a primary endorsement and a waiver of subrogation to Seller for the required coverage pursuant to this paragraph (f).

(g) Evidence of Insurance. Within ten (10) days after execution of the Agreement and upon annual renewal thereafter, Seller shall deliver to Buyer certificates of insurance evidencing such coverage. These certificates shall specify that Buyer shall be given at least thirty (30) days prior written notice by Seller in the event of any material modification, cancellation or termination of coverage. Such insurance shall be primary coverage without right of contribution from any insurance of Buyer. Any other insurance maintained by Seller is for the exclusive benefit of Seller and shall not in any manner inure to the benefit of Buyer. Seller shall

also comply with all insurance requirements by any renewable energy or other incentive program administrator or any other applicable authority.

(h) Any insurance required in Paragraphs (a) to (d) is subject to a deductible or self-insured retention not to exceed $50,000 per occurrence, except if approved in writing by Buyer. Should Seller elect, Buyer's prior approval, to carry/utilize a self-insured retention on this line of coverage, then as respects the additional insureds set forth in this Agreement, such self-insurance shall operate in such a manner that such additional insureds shall have the same rights, and the self-insurance program shall have the same obligations to such additional insureds, as such additional insureds would have had should the Seller have met this requirement by securing and maintaining primary commercial insurance, written on a first-dollar basis, on a coverage form at least equal to the most current standard ISO coverage form (as of the date of execution of this Agreement).

(i) Failure to Comply with Insurance Requirements. If Seller fails to comply with any of the provisions of this Appendix E, Seller, among other things and without restricting Buyer's remedies under Applicable Law or otherwise, shall, at its own cost and expense, act as an insurer and provide insurance in accordance with the terms and conditions above. With respect to the required general liability, umbrella liability and commercial automobile liability insurance, Seller shall provide a current, full and complete defense to Buyer, its subsidiaries and affiliates, and their respective officers, directors, shareholders, agents, employees, assigns, and successors in interest, in response to a third-party claim in the same manner that an insurer would have, had the insurance been maintained in accordance with the terms and conditions set forth above. In addition, alleged violations of the provisions of this Appendix E means that Seller has the initial burden of proof regarding any legal justification for refusing or withholding coverage and Seller shall face the same liability and damages as an insurer for wrongfully refusing or withholding coverage in accordance with the laws of California.

APPENDIX F

NOTICE INFORMATION

Seller: Westlands Grape, LLC., a Delaware limited liability company	**Buyer:** City of Santa Clara dba Silicon Valley Power
All Notices: 4700 Wilshire Boulevard Los Angeles, California 90010 Attn: Renewable Energy Operations / Alex Lampros Phone: (323)-946-6522 Email: alampros@cimgroup.com and westlandsspm@cimgroup.com **With a copy to:** Attn: General Counsel Phone: 323-860-4900 E-mail: generalcounsel@cimgroup.com Attn: Jennifer Gandin Phone: 323-860-4932 E-mail: jgandin@cimgroup.com Attn: Matt Kapinos Phone: 713-250-4932 E-mail: mkapinos@akingump.com	**All Notices:** 881 Martin Ave. Santa Clara, CA 95050 Attn: Electric Risk Management / Moises Melgoza Phone: (408) 615-6656 Email: mmelgoza@santaclaraca.gov Email: svpcontracts@santaclaraca.gov **With a copy to:** Attn: Senior Electric Division Manager – Resources and Planning /Bill Her Phone: (408) 615-6676 Email: bher@santaclaraca.gov Attn: Assistant City Attorney / Daniel Ballin Phone: (408) 615-6621 Email: dballin@santaclaraca.gov
Invoices: Renewable Energy Operations / Alex Lampros Attn: Renewable Energy Operations / Alex Lampros Phone: (323)-946-6522 Email: alampros@cimgroup.com and westlandsspm@cimgroup.com	**Invoices:** Principal Power Analyst - Settlements Attn: Phillip Doan Phone: (408) 615-6645 Email: pdoan@santaclaraca.gov
Scheduling: Boston Energy Trading and Marketing Attn: BETM Scheduling Phone: 617-912-5909 Email: BETMScheduling@betm.com	**Scheduling:** Silicon Valley Power Scheduling Attn: SVP Scheduling Phone: (408) 615-6696 Email: svpsched@santaclaraca.gov Email: svpprescheduling@santaclaraca.gov
Wire Transfer: BNK: JPMorgan Chase Bank, N.A. ABA: 021000021 ACCT: 551772521	**Wire Transfer:** BNK: JP Morgan Chase Bank, JP Morgan New York, NY 10004 ABA: 021000021

	SWIFT: CHASUS33 ACCT: 696721312
ACH Transfer: Routing Number: 322271627 Account Number: 582125756 Account Name: Westlands Grape, LLC, Cim Group, LLC, AAF	**ACH Transfer:** BNK: JP Morgan Chase Bank, JP Morgan New York, NY 10004 ABA: 322271627 ACCT: 696721312
Credit and Collections: Attn: General Counsel E-mail: generalcounsel@cimgroup.com	**Credit and Collections:** Attn: Electric Utility Risk Control Analyst / Moises Melgoza Phone: (408) 615-6656 Email: mmelgoza@svpower.com
With additional Notices of an Event of Default to: Attn: General Counsel Phone: 323-860-4900 E-mail: generalcounsel@cimgroup.com **With a copy to:** Attn: Jennifer Gandin Phone: 323-860-4932 E-mail: jgandin@cimgroup.com Attn: Matt Kapinos Phone: 713-250-4932 E-mail: mkapinos@akingump.com	**Defaults:** Attn: Power Contract Specialist / Diana Shiles Email: dshiles@santaclaraca.gov Email: svpcontracts@santaclaraca.gov Phone: (408) 615-6672 **With a copy to:** Attn: Assistant City Attorney / Daniel Ballin Phone: (408) 615-6621 Email: dballin@santaclaraca.gov