

California Community Power

Regular Meeting of the Board of Directors of CC Power

1:00 P.M.

Wednesday, December 17, 2025

Teleconference Meeting

**California Community Power
NOTICE OF REGULAR MEETING AND AGENDA**

Notice is hereby given **December 17, 2025**, at **1:00 p.m.**

Teleconference Information:

The following information is being provided as the forum by which members of the public may observe the meeting and offer public comment:

Phone number: 1-669-219-2599 or 1-213-338-8477

Webinar ID: 89139221847

Meeting Link: <https://svcleanenergy-org.zoom.us/j/89139221847>

If a member of the public would like to make a comment during the public comment period through the teleconference system, please use the 'Raise Hand' function and staff will note your desire to speak. Alternatively, for members of the public joining by telephone (audio only), please email your public comment to comments@cacommunitypower.org. Public comment received by email will be read within the allotted public comment period.

Public Meeting Locations:

Any member of the public may observe the meeting and offer public comment at the following addresses where Board members may also join the meeting:

Ava Community Energy

1999 Harrison Avenue, Suite 2300
Oakland, CA 94612

Central Coast Community Energy

70 Garden Court, Suite 300
Monterey, CA 93940

CleanPowerSF

San Francisco Public Utilities Commission
525 Golden Gate Avenue
San Francisco, CA 94102

Peninsula Clean Energy

2075 Woodside Road
Redwood City, CA 94061

Redwood Coast Energy Authority

633 3rd Street
Eureka CA 95501

San José Clean Energy

4 N. 2nd Street, Suite 700
San Jose, CA 95113

Silicon Valley Clean Energy

333 W El Camino Real, Suite 330
Sunnyvale, CA 94087

Sonoma Clean Power Authority

Sonoma Clean Power Business Office
431 E Street, Stillman Conference Room
Santa Rosa, CA 95404

Valley Clean Energy

604 Second Street
Davis, CA 95616

Accessible Public Meetings - Upon request, CC Power will provide written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. Please send a written request, including your name, mailing address, phone number and brief description of the requested materials and preferred alternative format or auxiliary aid or service at least 3 days before the meeting. Requests should be sent to: Stephanie Smith, 500 Capitol Mall, Suite 2500, Sacramento, CA 95814 or to info@cacommunitypower.org.

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AGENDA

1	Call to Order.
2	Verification of Meeting Quorum.
3	Matters Subsequent to Posting the Agenda.
4	Public Comment – any member of the public may address the Board of Directors concerning any matter not on the agenda.
5	Consent Agenda. <ul style="list-style-type: none">A. Minutes of the Regular Board Meeting held on November 19, 2025.B. Approve waiver of 60-day Member Notice (<i>CC Power JPA Agreement Section 6.02</i>) for Board Consideration of Hydrostor Willow Rock Contract in January 2026
6	Regular Agenda. <ul style="list-style-type: none">A. Review and Approve Resolution 25-12-01 – Approving and Adopting the CC Power 2026-2030 Strategic Priorities – <i>Voting Item</i>B. Review and Approve Resolution 25-12-02 – Approval to Pursue and Acquire a Power Price Forecast and Valuation Tool for Use in CC Power's 2025-2026 Solicitation(s) – <i>Voting Item</i>C. Review and Approve Resolution 25-12-03 – Approval to Contract with Tenaska Power Services for Scheduling Coordinator Services for Tumbleweed Energy Storage Project – <i>Voting Item</i>D. Review and Approve Resolution 25-12-04 – Approval of First Amendment to Master Services Agreement with Ascend Analytics LLC and Work Order for SmartBidder for Tumbleweed Energy Storage Project – <i>Voting Item</i>E. Receive 2026 Officers' Election Update – <i>Information Item</i>F. Receive General Manager Report – <i>Information Item</i>
7	Discussion of Any Individual Member Items.
8	Adjournment.

California Community Power

Consent Agenda 5A

- 1. Minutes of the Regular Meeting of the Directors of CC Power held on November 19, 2025**

MINUTES OF THE REGULAR MEETING OF THE DIRECTORS OF
CALIFORNIA COMMUNITY POWER (CC POWER)

NOVEMBER 19, 2025

On this date, a Regular Meeting of the Directors of CC Power was held via teleconference. Directors participated from the following public locations and members of the public had the opportunity to participate in public comment at each location.

Public Meeting Locations:

Any member of the public may observe the meeting and offer public comment at the following addresses where Board members may also join the meeting:

Ava Community Energy

1999 Harrison Avenue, Suite 2300
Oakland, CA 94612

Central Coast Community Energy

70 Garden Court, Suite 300
Monterey, CA 93940

CleanPowerSF

San Francisco Public Utilities Commission
525 Golden Gate Avenue
San Francisco, CA 94102

Peninsula Clean Energy

2075 Woodside Road
Redwood City, CA 94061

Redwood Coast Energy Authority

633 3rd Street
Eureka CA 95501

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San Jose, CA 95113

Silicon Valley Clean Energy

333 W El Camino Real, Suite 330
Sunnyvale, CA 94087

Sonoma Clean Power Authority

Sonoma Clean Power Business Office
431 E Street, Stillman Conference Room
Santa Rosa, CA 95404

Valley Clean Energy

604 Second Street
Davis, CA 95616

Representatives:

Member Agency	Director
Ava Community Energy	Howard Chang
Central Coast Community Energy (3CE)	Robert Shaw
CleanPowerSF	Barbara Hale
Peninsula Clean Energy (PCE)	Shalini Swaroop
Redwood Coast Energy Authority (RCEA)	Beth Burks
San José Clean Energy (SJCE)	Lori Mitchell, Chair
Silicon Valley Clean Energy (SVCE)	Monica Padilla
Sonoma Clean Power Authority (SCP)	Geof Syphers, Vice Chair
Valley Clean Energy	Mitch Sears

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Other Participants:

Alex Morris	General Manager
Philippe Gerretsen	Director of Origination
Joshua Nelson	General Counsel

1. Call to Order: Chair Mitchell called the meeting to order at 1:03 p.m.
2. Verification of Meeting Quorum: Mr. Nelson verified that there was a quorum to proceed. Attendance is noted above. All Directors present participated via teleconference. All votes were via Roll Call.
3. Matters Subsequent to Posting the Agenda: None.
4. Public Comment (any matter not on the agenda):

Eric Veium read a letter he submitted regarding “Alignment of CC Power’s Procurement Approach with Member CCA Standards” as it relates to the 2025 Clean Generation Capacity Request for Proposal.

5. Consent Agenda: Chair Mitchell invited comments from the Board and there were none.
Public Comment: None.

ACTION: M/S (Syphers/Shaw) **to approve the Consent Agenda** as presented. Motion passed unanimously.

- A. Minutes of the Regular Board Meeting held on August 20, 2025.
- B. Minutes of the In Person Strategic Planning Session held on October 21, 2025.
- C. 2024-2025 Year-End Financials (unaudited)

6. Regular Agenda

A. Strategic Plan Refresh Update

General Manager Morris provided an update on the Strategic Plan Refresh, indicating there would be no budget changes during the current fiscal year based upon the refresh, although future years would see modest changes. He indicated the potential need for an ad hoc committee on the budget beginning in January.

Chair Mitchell noted that the Board’s consideration should be directed toward projects beyond routine operational activities. Director Hale requested a staff review of projects previously identified as non-viable. Director Padilla encouraged future consideration of staff expansion and governance policy development.

There was no Public Comment.

B. Resolution 25-11-01 – Authorization for Purchase of Price Forecast and Valuation Tool for 2025-2026 CC Power Solicitation(s)

General Manager Morris presented the staff report. He indicated the purchase also included specific data sets, the total purchase would be approximately \$150,000, and was included in the current fiscal year budget.

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Director Padilla inquired about using existing data sets from CC Power Member Agencies. Mr. Gerretson indicated staff was prohibited from using member data due to confidentiality clauses within the member agreements. He clarified the estimated cost was for a one year annual subscription. Director Chang stated he understood the importance of negotiating best pricing in the RFP process, however commented that in the future perhaps vendor selection might occur before bringing the matter to the Board, if the timing of the RFP provided that opportunity.

There was no Public Comment.

ACTION: M/S (Shaw/Hale) **to adopt Resolution No. 25-11-01** as presented. Motion passed unanimously.

C. Resolution 25-11-02 - Non-Project Working Capital Policy

General Manager Morris presented the staff report.

Director Sears commented on the importance of having basic policies in place. Director Shaw also appreciated seeing the policy while inquiring about policy controls and who would be monitoring compliance. He further encouraged staff to map the revenue and cash cycle as projects come online. Director Hale inquired as to how excess funds would be allocated or treated under the policy. General Manager Morris clarified that excess funds were generally left over general and administrative funds, and would be addressed annually as the fiscal year closes and the amount of the funds was determined. He further clarified that this policy addresses non-project working capital, and was a very small portion of the CC Power overall budget. Whereas each project might have a working capital budget, the funds addressed under the proposed policy were general and administrative in nature, and would be reviewed annually in the budget process.

There was no Public Comment.

It was noted the typographical error in the Resolution Number would be corrected before the Resolution was circulated for signature.

ACTION: M/S (Burks/Syphers) **to adopt Resolution No. 25-11-02** as presented. Motion passed unanimously.

D. Update on Geothermal Strategic Origination Phase 2

General Manager Morris presented the report.

Director Chang noted the presentation referenced Artificial Intelligence (AI) and asked what that involved. He further commented the presentation referenced Memorandums of Understanding and implied they had “teeth”, whereas he thinks of MOU’s as light-weight contractual documents, and asked for clarification on what was meant. Mr. Gerretsen replied that the developer was a traditional developer of hydro-thermal and geothermal assets. He stated they are using AI machine learning to identify previously unidentified, or untapped, or under-tapped geothermal resources. He stated the MOUs would allow the Members of CC Power to participate in the resources of the developer with some degree of exclusivity and expand access to geothermal resources in California.

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Vice Chair Syphers noted that California has the best geological resources, but also some of the most stringent regulations and permitting requirements. He stated his belief that reliance on geothermal resources would be a long but exciting journey.

Board discussion ensued on the topic of MOU efficacy and the projects individual members might already be considering.

Chair Mitchell summarized the Board's discussion, noting it appeared there was consensus for a future agenda item to further understand the MOU concept and how much staff time will be involved in this particular area of exploration. General Manager Morris acknowledged the Board's comments and requested that Directors check with their staff regarding Member projects, and noted geothermal origination remained a 2A project.

There was no Public Comment.

E. General Manager Report

Mr. Morris provided an update on the Tumbleweed project and indicated the Scheduling Coordinator (SC) Registration Procedure is complete and staff continues to work on Outage Management, Resource Adequacy, and New Resource Implementation / Transfers procedures. Regarding the Fish Lake geothermal project, he reported the CC Power had received the Amendment to Letter of Credit for Development Security, extending validity for another year.

Mr. Morris further reported the findings from 2 studies on potential for an RA Optimization Tool to optionally pool members' RA supply plans and identify resource or hourly load obligation (HLO) trades to reduce incremental procurement requirements. He stated the next steps involved posting a public facing report on the benefits of HLO trades for public review.

He provided an update on the Project Account Balance Statements, indicating that FY 2024-25 was now closed out and the balance statements had been circulated to members. Lastly, he reported he had executed the ZGlobal Professional Services Agreement in October, providing for development of transmission education reports and presentations relating to wheeling power, understanding of transmission constraints, and transmission ownership considerations

7. Discussion of Any Individual Member Items.

Vice Chair Syphers reported staff at Peninsula Clean Energy had discovered a potential increase in the Financial Security Requirement for 2026 that may affect all agencies, and advised Members have their staff investigate if these potential increases will apply to them.

ADJOURNMENT: The Board of Directors adjourned the meeting at 1:57 p.m.

Minutes approved on _____, 2025.

Howard Chang, Secretary

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Consent Agenda 5B

- 1. Approve waiver of 60-day Member Notice (CC Power JPA Agreement Section 6.02) for Board Consideration of Hydrostor Willow Rock Contract in January 2026**

California Community Power

901 H St, Ste 120 PMB 157 Sacramento, CA 95814 | cacomunitypower.org

December 12, 2025

From: Alex Morris, General Manager

To: CC Power Board of Directors

CC: General Counsel

Subject: **60-Day Notice Waiver for Approval of Hydrostor Willow Rock LDS Agreements**

Recommended Action:

By motion, waive the 60-day Notice requirement for the Hydrostor Willow Rock LDS Agreement pursuant to Section 6.02 of the CC Power Joint Powers Agreement ("JPA").

Discussion:

Section 6.02 of the CC Power JPA requires, in part, that "the Board shall provide at least sixty (60) days prior written notice to all Members, unless such notice is otherwise waived, before any Project may be considered for adoption by a vote of the Board." This requirement was established in the JPA before CC Power had developed its Project Advisory Subcommittee ("PAS") process, and was included, in part, to ensure that CC Power Members were made aware of potential projects and were given enough opportunity to determine whether they wished to participate in those projects.

CC Power ran a solicitation in 2024 for, among other things, Long Duration Storage ("LDS") project offers. Certain CC Power Members expressed interest in the Hydrostor Willow Rock compressed air energy storage project and entered into a Phase 2B Cost Sharing Agreement Confirm relating to providing funding and agreeing to a scope of work for the contract negotiations with Hydrostor. CC Power and its outside counsel, Keyes & Fox, led the negotiations in consultation with interested Members' staff through the LDS PAS. CC Power has largely finalized a Resource Adequacy & TB4 Agreement with Hydrostor for the Willow Rock LDS Project (the "Offtake Agreement") and has developed updated Buyer Liability Pass Through Agreement and Project Participation Share Agreement forms for consideration by the interested CC Power Members. CC Power intends to bring the Offtake Agreement to the CC Power Board for approval on January 21st, 2026, which is within the 60-day Notice period required by Section 6.02 of the JPA.

CC Power now seeks a waiver from the Board of the 60-day Notice period with respect to the request for approval of the Hydrostor Willow Rock Offtake Agreement.

A Joint Powers Agency whose members are:

Ava Community Energy | Central Coast Community Energy | CleanPowerSF | Peninsula Clean Energy |
Redwood Coast Energy Authority | San José Clean Energy | Silicon Valley Clean Energy | Sonoma Clean Power |
Valley Clean Energy

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Agenda Item 6A

1. **Resolution 25-12-01 – Approving and Adopting the CC Power 2026-2030 Strategic Priorities**

California Community Power

901 H St, Ste 120, PMB 157, Sacramento, CA 95814 | cacommunitypower.org

December 10, 2025

From: Member Forum Ad Hoc Committee and Alex Morris, General Manager

To: CC Power Board of Directors

Subject: **Draft Final Strategic Priorities 2026-2030**

Recommended Action:

Adopt Draft Final Strategic Priorities for 2026-2030, with a plan to also update the CC Power Strategic Plan in 2026 to reflect these updated strategic priorities.

Background and Approach:

CC Power's [Strategic Plan](#) was developed in 2022, a year after CC Power was formed. CC Power was guided by the priorities outlined in the original Strategic plan, which focused on establishing base capabilities, formalizing steps to operate and manage power contracts, and leading exploration of additional joint action projects or services. The plan had a generalized three-year timeline.

As CC Power and its members have matured since the first plan was adopted, there is a need to update the plan to reflect the current priorities of members and to continue prioritizing efforts that maximize value for members.

In mid-2025, CC Power commenced an effort to update its Strategic Plan. On August 20, 2025, the CC Power Board formed a Strategic Planning Refresh Ad Hoc Committee ("Ad Hoc Committee") to oversee this effort. A special thank you is given to the Ad Hoc Committee¹ for their time and engagement.

The Ad Hoc Committee sought to update the strategic priorities of CC Power through the following approach:

- i. Board Member Survey on a range of possible strategic priorities
- ii. In-person discussion of five strategic priorities
- iii. Informal voting to identify strategic priorities

The Ad Hoc Committee met numerous times and facilitated an all-board discussion of potential strategic plan updates at an in-person Member Forum meeting in October 2025².

Finally, Board discussion of Draft 2026-2030 Strategic Priorities occurred at the November 19th Board meeting.

¹ Ad Hoc Committee members: Chair Lori Mitchell (SJCE), Treasurer Mitch Sears (VCE), Secretary Howard Chang (Ava), Monica Padilla (SVCE).

² The Ad Hoc Committee met on 9/5, 9/10, 9/16, 10/3, 10/10, and 10/7. The in-person Member Forum took place on October 21-22, 2025.

A Joint Powers Agency whose members are:

Ava Community Energy | Central Coast Community Energy | CleanPowerSF | Peninsula Clean Energy |
Redwood Coast Energy Authority | San José Clean Energy | Silicon Valley Clean Energy | Sonoma Clean Power |
Valley Clean Energy

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Findings and Draft Final Updated Strategic Priorities

Four Draft Final Strategic Priorities have been identified for 2026-2030:

- Procurement and Contract Management of Wholesale Power Resources;
- Assess and procure emerging, higher risk, and unusual technologies or projects; and
- Lead member-CCA power asset ownership efforts.
- Successfully implement and manage ongoing or future Phase 3 project agreements (continued from the original Strategic Plan).

Upon adoption, CC Power staff will incorporate the updated Strategic Priorities into an updated Strategic Plan, targeted for completion and adoption in the first half of 2026. As CC Power's first strategic plan steered the agency from 2023-2025, and updated Strategic Priorities and an updated Strategic plan can guide the agency in 2026-2030.

Findings also show that CC Power should continue to use core operating models established in the 2022-2025 period, including the opt-in processes for Phase 2 and Phase 3 Projects, the use of member meetings and surveys to guide annual work planning and budgeting, and the assignment of costs for applicable projects only to participating members. These 'cafeteria menu' type offerings and protocols ensure members can get value from CC Power where of interest. The use of Phase 1 'Working Groups' as a tool for assessing opportunities and socializing project ideas with members also has support and should continue. Phase 1 work is paid for by all members, all of whom have access to the work.

Lastly, Board discussion at the November 19th Board meeting highlighted a need for several enhancements to the November draft Strategic Priorities. These changes are reflected in the Draft Final Strategic Priorities and include the following:

- Use of member-informed annual budget process for approval of work-plan and budgets, ensuring alignment on work within any strategic priority area
- Clarification of how Strategic Priority #1 Procurements should align with member interests and may include 'compliance-driven' projects to the extent that members opt-in for these joint-action opportunities. Compliance-driven projects are defined as projects directed by regulatory or policy makers or requirements and where joint-action may provide helpful benefits, including to help members meet the specific sizes of compliance obligations, cost-savings, risk-sharing, etc. Recent examples of compliance driven projects include the Long-Duration Storage or Firm Clean Resources procurement orders from the CPUC.
- Structure procurement efforts, including for emerging technologies, to be results-oriented and targeted to meet members' needs through annual work-planning check-ins with members, use of the opt-in model, and preferences for binding contracts rather than less enforceable contract approaches.

Attachment - Draft Final 2026-2030 Strategic Priorities – Summary Document

California Community Power

Draft 2026-2030 Strategic Priorities

Summary Document

December 11, 2025

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I. Executive Summary

California Community Power (“CC Power”), founded in 2021, is a joint powers agency formed to undertake joint action projects and services on behalf of its member community choice aggregators (“CCAs”).

CC Power’s first strategic plan, adopted in 2022, steered the agency from 2023-2025 through core operational protocols and through strategic priorities.

Efforts conducted in 2025 are intended to provide updated strategic priorities to guide the agency between 2026-2030. No changes to the core operating protocols are planned at this time.

This document details four draft-final strategic priorities and the process for developing them. These draft final strategic priorities were identified in collaboration with the “Strategic Planning Refresh Ad Hoc Committee” (the “Ad Hoc Committee”) established in 2025 and also include one strategic priority from the 2022 Strategic Plan. Pending Board review and adoption, these priorities will next be incorporated into an updated strategic plan that directs CC Power to continue to explore, offer, and manage joint-action projects and services where members can opt-in to share in projects of interest and sets forth milestones and workstreams to execute upon over the coming years to achieve a vision for 2030.

Draft final strategic priorities for 2026-2030 include:

1. Procurement and Contract Management of Wholesale Power Resources;
2. Assess and procure emerging, higher risk, and unusual technologies or projects;
3. Lead member-CCA power asset ownership efforts;
4. Successfully implement and manage ongoing or future Phase 3 project agreements (continued from the original Strategic Plan).

It is intended for these strategic priorities, if adopted, to inform an updated Strategic Plan and to steer budgeting and work planning during the 2026-2030 period.

This document’s purpose is to define the scope of the four draft final strategic priorities.

II. Background

CC Power was formed in 2021. Its first Strategic Plan was developed and adopted in 2022.

The 2022 Strategic Plan CC Power guided CC Power both with strategic priorities and its core operating protocols. The original strategic priorities focused CC Power on

establishing base capabilities, formalizing steps to operate and manage power contracts, and exploring additional joint action projects or services. The plan had a generalized three-year timeline.

As CC Power and its members have matured since the first plan was adopted, members and staff identified a need to update the plan to reflect members' current priorities.

CC Power's membership includes nine CCAs who represent over 2.7 million customers across 112 municipalities spanning from Humboldt County to Santa Barbara County. Our members serve a combined load of nearly 30,000 gigawatt hours (GWh) annually across California. CC Power's 2025 membership includes: Ava Community Energy, Central Coast Community Energy, CleanPowerSF, Peninsula Clean Energy, Redwood Coast Energy Authority, San Jose Clean Energy, Silicon Valley Clean Energy, Sonoma Clean Power, and Valley Clean Energy.

CC Power's 2022 Strategic Plan included the following core components:

- **Vision:** Leverage members' buying power through joint-action to deliver cost-effective, clean, valuable, and reliable energy solutions for members' customers.
- **Mission:** Develop, provide, and manage joint-action opportunities in the form of procurements and services for use by its members.
- **Operating Model:** Joint-action opportunities are explored and offered through phases, where members must opt-in to phases 2 and 3, a.k.a. 'the cafeteria model':
 - Phase 1 – Exploration of projects; open to all members.
 - Phase 2 – Anticipate possible project work - solicitation and negotiation phase; members must opt-in.
 - Phase 3 – Project execution and ongoing work; members must opt-in.

III. Strategic Priorities and Plan Update Process Overview

The CC Power Board, at its August 20, 2025 Board meeting, formed a Strategic Plan Refresh Ad Hoc Committee ("Ad Hoc Committee") to oversee an effort to update the Strategic Priorities and/or the Strategic Plan.

The Ad Hoc Committee included the following members from the Board:

- Chair Lori Mitchell (SJCE)
- Treasurer Mitch Sears (VCE)

- Secretary Howard Chang (Ava)
- Monica Padilla (SVCE)

The Ad Hoc Committee met repeatedly and facilitated a Board discussion of potential strategic priority updates at an in-person Member Forum meeting in October 2025.¹

The Ad Hoc Committee sought to update the strategic priorities of CC Power through the following approach:

- i. Board member survey on a range of possible strategic priorities
- ii. In-person discussion of five strategic priorities
- iii. Informal voting to identify strategic priorities

The Ad Hoc Committee identified that the core operating practices of CC Power, as directed by the original Strategic Plan, were now incorporated into CC Power's annual work-planning, budgeting, and project management efforts. Based on this and the ongoing relevance of some ongoing CC Power work, such as administering existing power contracts, the Ad Hoc sought to retain numerous elements and offerings of CC Power, including core operating protocols.

The Ad Hoc Committee presented updated strategic priorities and a plan for next steps to the CC Power Board on November 19, 2025.

Lastly, the Ad Hoc Committee identified that clear definitions for each strategic priority would be beneficial for both CC Power and its members. This Strategic Priorities document thus includes summaries to define and specify each of the recommended strategic priorities.

The recommended 2026-2030 strategic priorities are:

1. Procurement and Contract Management of Wholesale Power Resources;
2. Assess and procure emerging, higher risk, and unusual technologies or projects;
3. Lead member-CCA power asset ownership efforts; and
4. Successfully implement and manage ongoing or future Phase 3 project agreements (continued from the original Strategic Plan).

IV. Summaries of Draft Final 2026-2030 Strategic Priorities

The draft final strategic priorities herein are intended for Board consideration and are recommended for adoption and inclusion in an updated Strategic Plan for 2026-2030.

¹ The Ad Hoc Committee met on 9/5, 9/10, 9/16, 10/3, 10/10, and 10/7. The in-person Member Forum took place on October 21-22, 2025.

CC Power will use the updated strategic priorities and updated Strategic Plan to guide efforts to propose, pursue, and manage joint-action opportunities on behalf of members. The work plans and budgets are and will be further informed by members through annual work planning and budgeting activities, and through member opt-in decisions.

Strategic Priority 1: Procurement and Contract Management of Wholesale Power Resources

CC Power will conduct solicitations and engage with market participants and developers to support members with deal-flow and project opportunities that benefit their power portfolios. Projects selected through such procurement activities will be managed through the CC Power joint-action model, using and sharing in valuation, contract origination, contract management, project management, market operations, settlements, and compliance functions, as well as other related capabilities or joint-offerings.

Projects/Activities in scope include:

- Compliance-driven projects – may include projects that address member compliance needs resulting from procurement orders. This may involve procurement of readily available technologies, and CC Power will use scoping and budgeting approaches and participation protocols to fit CC Power's efforts to member's needs, such as with larger scale projects.²
- Challenging Projects – may include projects with long development times, higher development uncertainties, unique cost-structures, long-lived resources, etc. Technologies may include geothermal, pumped hydroelectric storage, large renewable projects, out of state or region projects, etc.
- Other Member Portfolio Support Projects – other power procurement efforts or projects where joint-action scale, cost-savings, or other strategic purposes are sought by members, including for Renewable Portfolio Standard and Integrated Resource Planning purposes.

CC Power will work on behalf of members as expressed through Board, individual member, budget, and Working Group input. Solicitations and project pursuits can be used by all members, based on the participation structure. Solicitations funded through

² Approaches likely include annual work-planning, annual budgeting, and protocols such as opt-in requirements, timely scheduling of solicitations to avoid conflicts, expedient processes to release projects without joint-action interest, etc.

Phase 1 budgets may be authorized through the budget and would be open to all members.

While enacting this strategic priority, CC Power will work with members to avoid conflicts and to reduce participation barriers. Protocols to achieve these goals may include timing solicitations to minimize confusion or conflicts between CC Power's and members' solicitations for similar types of resources. CC Power will also administer procurement activities efficiently and will release projects from its established hold periods quickly, in cases where joint-action opportunities are not pursued. In this manner, members may use CC Power solicitations for joint action and for identifying projects for individual CCAs to contract independently.

CC Power's budgets will reflect this strategic priority, and CC Power will establish capabilities to offer this service (which may be through the use of contractors). Related CC Power functions will include contract negotiations, contract management, legal support, management of sub-committees, market operations, compliance and reporting, and settlements, etc. Annual work-planning efforts will work to identify potential joint solicitations that will yield value to members.

The Phase 1 Resource Planning Working Group will be the primary vehicle to socialize procurement matters with member-staff and to track, shape, and assess possible joint-action ideas. CC Power will also offer recurring check-ins with each member to build alignment.

Strategic Priority 2: Emerging Technology Procurement(s)

CC Power will serve members as a primary joint-action vehicle for procuring and demonstrating select emerging technologies and new opportunities not previously or regularly pursued by CCA members. Such efforts may include projects on the verge of commercialization that may have higher risks or costs, such as alternative energy storage technologies. Projects identified for this strategic priority may also be developmentally less mature, warranting collaborative development and offtake approaches. CC Power's approach will typically include defining timelines, milestones, and proper risk and reward sharing such that CC Power ultimately serves the needs of its members. CC Power will not pursue any general technology incubation functions that do not directly support its members' procurement or strategic needs.

This strategic priority helps members to not only pursue wholesale power projects that may be unusual, risky, or expensive but also to demonstrate CCAs' capabilities across the electric utility sector by offering expertise on evaluating emerging technologies and grid enhancement strategies.

Projects/Activities in scope include:

Annual work-planning and Phase 1 assessment projects will help inform members on potential project types to pursue within this Strategic Priority.

Candidate technologies for this priority area may evolve over time. Near-term, a focus may be on less commercialized energy storage technologies and enhanced or advanced geothermal technologies or other projects with joint-action interest by members. Based on work-planning and further assessments, future efforts may focus on a range of emerging decarbonized power sources, including small modular nuclear reactors, nuclear fusion, offshore wind, transmission ownership and operations opportunities, or others.

CC Power will generally pursue and employ enforceable contracts such as Power Purchase Agreements, with developers or technology providers of emerging technologies. Projects identified within this strategic priority, however, may require long timelines and may include various funding and cost-sharing approaches, such as through grants. Given this, approaches may also include RFIs, Condition-Precedent Agreements, or other contractual methods in order to enable collaboration and eventual useful offtake opportunities for CC Power's members. Project timelines for this strategic priority may be extended because the technologies are less familiar and complex.

Over time, CCAs may wish to further augment these efforts with a technology 'center' or similar tool for comprehensively considering, comparing, contrasting, and educating member-CCAs and stakeholders about these types of newer project opportunities. Such functions will further demonstrate CCAs' credibility in procurement.

Prioritization of this area means that CC Power will budget and plan to explore and offer these types of joint action opportunities and should possess capabilities to offer these offerings. Members can plan in complementary fashion for CC Power's work on this matter.

Strategic Priority 3: Owning Wholesale Power Assets

CC Power will serve to explore, pursue, and derisk project ownership through joint action. CC Power will explore and consider structures for performing asset operations and maintenance.

This work may include exploring asset purchase opportunities for wholesale electric generation, storage, or transmission projects. Joint action approaches to ownership are prudent given the potential costs, complexities, and project sizes.

Prioritization of this area means that members will explore ownership opportunities and ongoing asset management via joint action with CC Power as a venue for such work.

In support of members and applicable projects, if any, CC Power will prudently explore, contract for, or establish capabilities to pursue and manage wholesale asset ownership on behalf of members. CC Power will notify members of available offerings, allowing those interested to opt in at their discretion.

Financing for ownership will be an important part of this strategic priority. Approaches and structures for financing investments may mirror those of other joint action opportunities by leveraging a Project Participation Sharing Agreement construct, CCA financing capabilities, etc.

CC Power will develop an implementation plan for gaining experience, considering various ownership, financing and O&M structures, and how to decide to pursue the first project and others thereafter.

CC Power's level of involvement in day-to-day asset management, operations, and maintenance will require further discussion. Asset ownership may be pursued without directly taking on the duties or staffing of plant operations and maintenance (O&M). CC Power, the Board, and members' staff will consider whether or how to use contractual or partnership models as well as 'in-house' type staffing approaches for providing O&M functions as part of any ownership deliberations.

Prioritization of this area means that CC Power and members will budget and plan to explore and offer these types of joint action opportunities through CC Power. CC Power should consider how to acquire, grow, or build in-house capabilities to pursue asset ownership and all that it entails.

Projects/Activities in scope include:

- Near-term exploration of ownership opportunities with more straightforward types of generation, including through solicitations, opportunity evaluation, ownership research, contract management, and related functions.
- Longer-term exploration of ownership opportunities that fit members' needs, regardless of technology type.

Strategic Priority 4: Successfully implement and manage ongoing or future Phase 3 project agreements.

CC Power shall continue to manage, oversee, and execute against existing contract agreements. A core goal of CC Power is to support joint procurement of power

resources, and the successful management of existing power contracts remains a priority.

Projects/Activities in scope include:

As part of the strategic priority, CC Power will continue to conduct all efforts associated with contract management and related contract diligence, power resource scheduling, power resource settlements, negotiations, legal functions, etc. Joint-action approaches to contract management and power procurement can yield cost savings and other benefits, but only if such projects are successfully managed.

Prioritization of this area means that CC Power will continue work pursuant to existing contracts and will continue to ensure it has the capabilities to provide these services on behalf of members. Members who are participants of these projects will continue to participate as planned, including through budgeting efforts. Member engagement and advisory groups like Project Advisory Subcommittees and Operations Advisory Subcommittees, or other avenues as established in Project Participation Sharing Agreements, will continue to be used.

V. Budget and Cost Considerations

CC Power foresees no change to the 2025-2026 budget in order to implement the draft final strategic priorities. Further, because the draft final strategic priorities generally align with CC Power's existing staff and capabilities, CC Power does not foresee significant near-term cost changes associated with these strategic priorities.

For 2025-2026, pending Board adoption of these strategic priorities, CC Power will modify some elements of its work plan to further align with these updated strategic priorities without sacrificing progress on existing projects or priorities. Specific near-term actions may include:

- Leverage the currently ongoing Request for Proposals to inform possible joint-action opportunities for Strategic Priorities 1, 2, and 3.
- Repurpose some Phase 1 funds from deprioritized areas to explore Operations and Maintenance approaches to inform Strategic Priority 3.
- Continue plans for existing Phase 1, 2, and 3 work that has been authorized and is aligned with Strategic Priorities 1, 2, or 3, including the ongoing Geothermal Strategic Origination Phase 2A, ongoing Transmission Education Phase 1, Transmission Strategies Phase 1 planned for Q1-Q2, Emerging Technology Phase 1 planned for Q1-Q2, several Phase 2 contract negotiations, and budgeted staffing enhancements.

Starting with Fiscal Year 2026-2027, CC Power recommends the continued use of annual workplans and budgets to further act upon and further the strategic priorities. As noted above, large budget changes are not expected based on preliminary assessments. To further shape future budgets, the Board may wish to establish a Budget Ad Hoc Committee to work with staff on implementing these priorities for 2026-2027.

Further information on budgets and resourcing approaches would also likely inform plans or milestones established in an updated Strategic Plan.

VI. Next Steps

In conjunction with the Ad Hoc Committee, the following next steps may occur:

- December 2025 – Adopt draft-final strategic priorities and plan for adopting an updated Strategic Plan
- Q1-Q2 2026 – Adopt updated Strategic Plan

The updated Strategic Plan will include further implementation details, milestones, or other factors necessary to ensure CC Power progresses in line with the Strategic Plan and strategic priorities. An eventual updated Strategic Plan should continue to direct the vision, mission, base operating model, and strategic priorities for CC Power.

- 2029-2030 – Consider updates to the Strategic Plan if appropriate.

**California Community Power
Resolution 25-12-01**

RESOLUTION APPROVING AND ADOPTING THE CC POWER 2026-2030 STRATEGIC PRIORITIES

WHEREAS, California Community Power (“CC Power”) was created by a Joint Powers Agreement (“JPA”) to develop, acquire, construct, own, manage, contract for, engage in, finance and/or provide energy related programs for the use of and by its Members; and

WHEREAS, JPA Section 4.01 provides that CC Power shall be administered by a Board of Directors, which shall be vested with the powers set forth in the JPA, and shall have the authority to provide for the general management and oversight of the affairs, property, and business of CC power; and

WHEREAS, on December 14, 2022, the CC Power Board adopted a Strategic Plan with Strategic Priorities; and

WHEREAS, the CC Power determined there was a need to update its Strategic Priorities to prioritize CC Power’s objectives and future direction; and

WHEREAS, an Ad Hoc Committee of the Board has developed and recommends updated Strategic Priorities which should be adopted and incorporated into an updated Business Plan.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of CC Power hereby approves and adopts the 2026-2030 Strategic Priorities, attached hereto as Attachment A.

PASSED AND ADOPTED by the Board of Directors of California Community Power this 17th day of December, 2025, by the following vote:

		Aye	No	Abstain	Absent
Ava Community Energy	Howard Chang				
Central Coast Community Energy	Robert Shaw				
CleanPowerSF	Barbara Hale				
Peninsula Clean Energy	Shawn Marshall				
Redwood Coast Energy Authority	Beth Burks				
San José Clean Energy	Lori Mitchell				
Silicon Valley Clean Energy	Monica Padilla				
Sonoma Clean Power Authority	Geof Syphers				
Valley Clean Energy	Mitch Sears				

Chair

Attest by: Secretary

California Community Power

Agenda Item 6B

- 1. Resolution 25-12-02 – Approval to Pursue and Acquire a Power Price Forecast and Valuation Tool for Use in CC Power’s 2025-2026 Solicitation(s)**

California Community Power

901 H St, Ste 120 PMB 157 Sacramento, CA 95814 | cacomunitypower.org

December 12, 2025

From: Alex Morris, General Manager

To: CC Power Board of Directors

CC: General Counsel

Subject: **Purchase of 2026 Wood Mackenzie Curated Service – Power & Renewables North America**

Recommended Action:

Adopt Resolution No. 25-12-02 for CC Power to, on behalf of participating members, execute a bulk buy of information services from Wood Mackenzie, with a not-to-exceed \$120,000 limit.

Discussion:

Since 2023, CC Power has conducted bulk-buy purchases of Wood Mackenzie's Curated Service – Power & Renewables North America offering, which provides energy price forecasts, data and reports relating to expected capital and operating expenses for generation and storage projects, resource build out projections, market analysis on legislative and policy changes, and other valuable market intelligence. These information sources support CC Power's and its members' valuation efforts, build-transfer cost estimates, validation of impacts due to tariffs or requests for price changes, and insights into emerging technologies and wholesale power industry trends. This bulk-buy purchase also comes with the ability to acquire additional reports or conduct curated analysis or presentations, as needed, through the use of 40 available credits, which are allocated to CC Power for its and its members use.

This bulk-buy purchase was included within the CC Power 2025-2026 fiscal year budget, with estimated costs applied within the budget to members who participated in the most recent subscription year. CC Power anticipated participation by 7 members but received interest from 8 members. This change will further reduce per member costs for the information service.

With 8 members, the cost-savings per member can be estimated at approximately \$100,000 per member.

CC Power is now ready to execute on this bulk-buy information service purchase and has agreed to pricing terms with Wood Mackenzie. CC Power now seeks authorization from the Board to pursue a contract for these services in an amount not-to-exceed \$120,000. This amount aligns with the budget estimates. This amount exceeds the \$100,000 authority delegated to the General Manager for signing contracts and thus requires Board approval.

A Joint Powers Agency whose members are:

[Ava Community Energy](#) | [Central Coast Community Energy](#) | [CleanPowerSF](#) | [Peninsula Clean Energy](#) |
[Redwood Coast Energy Authority](#) | [San José Clean Energy](#) | [Silicon Valley Clean Energy](#) | [Sonoma Clean Power](#) |
[Valley Clean Energy](#)

**California Community Power
Resolution 25-12-02**

**APPROVAL TO ACQUIRE
WOOD MACKENZIE CURATED SERVICE SUBSCRIPTION**

WHEREAS, California Community Power (“CC Power”) was created by a Joint Powers Agreement (“JPA”) to develop, acquire, construct, own, manage, contract for, engage in, finance and/or provide energy related programs for the use of and by its Members; and

WHEREAS; CC Power JPA Section 4.01 provides that CC Power shall be administered by a Board of Directors, which shall be vested with the power set forth in the JPA, and shall have the authority to provide for the general management and oversight of the affairs, property and business of CC Power; and

WHEREAS, CC Power JPA Section 4.07 provides that the General Manager shall be responsible for the day-to-day operation and management of CC Power and may enter into and execute contracts in accordance with the policies established and direction provided by the CC Power Board; and

WHEREAS, CC Power JPA Section 4.09 describes a non-delegable duty of the CC Power Board of Directors to approve the budget; and

WHEREAS, the CC Power Board has determined that it is advantageous for CC Power to explore options for shared services and bulk purchases on behalf of its members in the interest of cost-savings; and

WHEREAS, the CC Power Board has determined that CC Power should prioritize Wholesale Power Procurement related functions; and

WHEREAS, the CC Power Board finds that it is within the best interests of its members to pursue and execute a bulk-purchase for the Wood Mackenzie Curated Service – Power & Renewables North America energy market information services, reports, and data sets.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of CC Power hereby approves the delegation of authority to the CC Power General Manager to execute a contract between CC Power and Wood Mackenzie, subject to a not-to-exceed cost cap of \$120,000, and authorizes the allocation of applicable costs to participating members through a cost-share agreement.

**California Community Power
Resolution 25-12-02**

PASSED AND ADOPTED by the Board of Directors of California Community Power this 17th day of December, 2025, by the following vote:

		Aye	No	Abstain	Absent
Ava Community Energy	Howard Chang				
Central Coast Community Energy	Robert Shaw				
CleanPowerSF	Barbara Hale				
Peninsula Clean Energy	Shawn Marshall				
Redwood Coast Energy Authority	Beth Burks				
San José Clean Energy	Lori Mitchell				
Silicon Valley Clean Energy	Monica Padilla				
Sonoma Clean Power Authority	Geof Syphers				
Valley Clean Energy	Mitch Sears				

Chair

Attest by: Secretary

California Community Power

Agenda Item 6C

- 1. Resolution 25-12-03 – Approval to Contract with Tenaska Power Services for Scheduling Coordinator Services for Tumbleweed Energy Storage Project**

California Community Power

901 H St, Ste 120 PMB 157 Sacramento, CA 95814 | cacomunitypower.org

December 12, 2025

From: Alex Morris, General Manager

To: CC Power Board of Directors

CC: General Counsel

Subject: **Scheduling Coordinator Agreement with Tenaska Power Services**

Recommended Action:

Adopt Resolution No. 25-12-03 to approve a Scheduling Coordinator Agreement with Tenaska Power Services for ongoing use with the Tumbleweed Energy Storage Project.

Discussion:

CC Power has obligations under the Tumbleweed Energy Storage Service Agreement ("ESSA") and Tumbleweed Energy Storage Project Participation Share Agreement ("PPSA") to enter into a Scheduling Coordinator Services Agreement for the scheduling and bidding of the Tumbleweed resource.

CC Power solicited for competitive bids through a Request for Proposals for Scheduling Coordinator and Optimization Vendor Services. After receiving 8 bids for Scheduling Coordinator Services, CC Power, in consultation with the Operations Advisory Subcommittee ("OAS"), established pursuant to the PPSA and composed of Project Participants' staff, selected Tenaska Power Services as the preferred Scheduling Coordinator.

The Scheduling Coordinator Services Agreement was drafted in consultation with the OAS, with the OAS voting to approve the agreement in the form attached hereto. The monthly fee under the agreement is less than the amount estimated within the CC Power 2025-26 Budget.

CC Power now seeks authorization from the Board to execute the Scheduling Coordinator Services Agreement with Tenaska Power Services, a contract with a notional value of \$275,000 over a three-year term. At the end of the contract term, an auto-renew provision is included in the contract or the contract can be terminated or renegotiated.

A Joint Powers Agency whose members are:

Ava Community Energy | Central Coast Community Energy | CleanPowerSF | Peninsula Clean Energy |
Redwood Coast Energy Authority | San José Clean Energy | Silicon Valley Clean Energy | Sonoma Clean Power |
Valley Clean Energy

**California Community Power
Resolution 25-12-03**

**APPROVAL TO CONTRACT WITH TENASKA POWER SERVICES FOR SCHEDULING COORDINATOR
SERVICES FOR TUMBLEWEED ENERGY STORAGE**

WHEREAS, California Community Power ("CC Power") was created as a Joint Powers Agreement ("JPA") to develop, acquire, construct, own, manage, contract for, engage in, finance and/or provide energy related programs for the use of and by its Members; and

WHEREAS; CC Power JPA Section 4.01 provides that CC Power shall be administered by a Board of Directors, which shall be vested with the power set forth in the JPA, and shall have the authority to provide for the general management and oversight of the affairs, property and business of CC Power; and

WHEREAS, the Tumbleweed Project Participation Share Agreement ("PPSA") Section 6.2(f) provides that the General Manager shall recommend to the CC Power Board the selection of a Scheduling Coordinator and the form of the Scheduling Coordinator Services Agreement and Section 5.2(a)(xiii) of the PPSA provides that the CC Power Board shall review and approve or delegate authority to approve the Scheduling Coordinator Services Agreement; and

WHEREAS, the Tumbleweed PPSA Section 5.2(b)(ii) provides that each CC Power Board member that represents a Tumbleweed Project Participant shall have one vote with respect any matter under the PPSA and any Board member representing a CC Power member that is not a Project Participant shall abstain from voting on any matter identified in the Tumbleweed PPSA; and

WHEREAS, the CC Power Board finds that it is within the best interests of its members to pursue and execute a contract with Tenaska Power Services for Scheduling Coordinator Services.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of CC Power hereby approves the delegation of authority to the CC Power General Manager to execute a contract substantially similar in form to the appended contract for Scheduling Coordinator Services negotiated between CC Power and Tenaska Power Services.

PASSED AND ADOPTED by the Board of Directors of California Community Power this 17th day of December, 2025, by the following vote:

		Aye	No	Abstain	Absent
Ava Community Energy	Howard Chang				
Central Coast Community Energy	Robert Shaw				
CleanPowerSF	Barbara Hale				
Peninsula Clean Energy	Shawn Marshall				
Redwood Coast Energy Authority	Beth Burks				
San José Clean Energy	Lori Mitchell				
Silicon Valley Clean Energy	Monica Padilla				
Sonoma Clean Power Authority	Geof Syphers				
Valley Clean Energy	Mitch Sears				

Chair

Attest by: Secretary

SCHEDULING COORDINATOR AGREEMENT

This Scheduling Coordinator Agreement ("Agreement") is executed on [DATE] ("Effective Date") between California Community Power ("Customer"), a California joint powers authority and Tenaska Power Services Co. ("TPS"), a Nebraska corporation. Customer and TPS are also hereinafter referred to in this Agreement individually as "Party" and collectively as the "Parties".

This Agreement consists of and is governed by the Base Agreement and the General Terms and Conditions attached hereto, together with attached exhibits incorporated by reference in this Agreement.

RECITALS

WHEREAS, Customer owns, controls, and/or has a power purchase and energy storage agreements ("PPAs") with certain generation or energy storage resource(s) located within the CAISO and WECC markets, as described further in Exhibit A (the "Resources"); and

WHEREAS, Customer desires TPS to provide the Services described herein, and TPS desires to provide Customer with such Services, in each case, in accordance with the terms of this Agreement;

NOW, THEREFORE, Customer and TPS enter into this Agreement under which TPS shall provide Customer with the Services and will serve as the Scheduling Coordinator for the Resources and Transactions as described herein. Accordingly, for and in consideration of the premises, together with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer and TPS agree as follows:

BASE AGREEMENT

1. DESIGNATION

Except as provided in this Section 1 of the Base Agreement, no Party will be an agent, partner, joint venturer, or legal representative of any other Party for any purpose whatsoever, and no Party is authorized to assume or create any obligation, liability, or responsibility, expressed or implied, on behalf of or in the name of any other Party, or to bind any other Party to any Third Party in any manner whatsoever; *provided, however*, that Customer authorizes TPS to act, and TPS agrees to act, subject to the terms of this Agreement, as Customer's Scheduling Coordinator and exclusive provider of the Services for the Resources and Transactions. The Parties shall conduct their respective duties, obligations, and operations related to this Agreement in accordance with the terms of this Agreement, the Governing Rules, and Prudent Industry Practice.

The relationship of Customer, on the one hand, with TPS, on the other hand, as set forth in this Agreement is one of an independent contractor.

Without limiting any other provision of this Agreement or any rights, remedies or obligations of each Party hereunder, the Parties acknowledge and agree that Customer may, for any intent and purpose hereunder at its sole discretion, provide written notice to TPS of its election to designate a Person to act as Customer Designee (such Person, the "Customer Designee"). Upon Customer's provision of such written notice, any references contained herein to Customer shall be interpreted to mean references to Customer and/or Customer Designee acting on behalf, or at the direction, of Customer, provided, for the avoidance of doubt, that the Parties acknowledge and agree that (a) Customer Designee is not a third party

beneficiary under this Agreement, shall enjoy no rights under this Agreement (including the right to enforce any provision of this Agreement), and shall not be liable for any obligations of Customer under this Agreement and (b) any Customer Designee shall not be included in the definition of “Party” or “Parties”. For the avoidance of doubt, Customer shall remain principally liable for all of Customer’s obligations under this Agreement, and any performance or non-performance by the Customer Designee under this Agreement shall be deemed to be performance or non-performance by Customer. Customer expressly authorizes TPS to directly communicate with and rely upon any instruction given and/or action taken by the Customer Designee as if such communication were provided to, or such instruction and/or action were taken by, Customer.

As of the Effective Date, Ascend Analytics LLC (together with its successors and assigns, “**Ascend**”) shall be a Customer Designee under this Agreement solely for the intents and purposes (and for no other purpose) set forth in that certain Agent Designation Agreement, dated as of [REDACTED], by and among Customer and Ascend (and as acknowledged by TPS), as amended, restated, supplemented or otherwise modified (“**Agent Designation Agreement**”), for so long as such Agent Designation Agreement is in full force and effect.

2. SCHEDULING COORDINATOR SERVICES

2.1 **SCID Services.** TPS has obtained, or shall promptly obtain upon execution of this Agreement (or, if applicable, any amendment to this Agreement to add additional resources), an SCID or SCIDs, as applicable that will be unique to the Resources, and TPS represents and warrants that such SCID or SCIDs, as applicable, have not been previously used and shall not be used in connection with any other transactions or resource(s). TPS shall use such SCID or SCIDs, as applicable, only in respect of Services for Customer and the Resources, and not for any other transaction, resource(s) or purpose. TPS shall be responsible for satisfying the CAISO credit requirements under the Governing Rules including posting all required security. TPS shall pass through to Customer the actual SCID costs assessed by CAISO (“**CAISO SCID Fee**”) for such SCID or SCIDs, as applicable.

The Parties understand and agree that it is Customer’s intent to obtain Customer’s own Scheduling Coordinator ID Code for Customer’s use during the Term of this Agreement. To the extent necessary, TPS shall assist Customer in facilitating the transition with the CAISO from the SCID obtained by TPS for Customer’s Resources to Customer’s own Scheduling Coordinator ID Code. Furthermore, the Parties agree to cooperate in good faith to make necessary changes to this Agreement to accommodate this transition, provided however, such changes shall not include adjustments to the Fixed Monthly Fee for Services to be provided under this Agreement.

2.2 Daily Schedule of Sales Commitments and Products Availability.

(a) If applicable, at least two hours prior to the deadline specified in the Governing Rules for Day-Ahead Market valid submissions on each Day, or sooner if practicable, Customer will provide to TPS a written or electronically submitted schedule (the “**Daily Schedule**”) setting forth Customer’s next Day’s projected hourly forecast of sales commitments to Third Parties and the hourly expected quantity of Products available from the Resources based on anticipated Resource operational requirements and the level of Customer’s participation in the CAISO market, provided that, if any Daily Schedule is provided to TPS after the deadlines stated under this Section 2.2(a), TPS will, to the extent permitted by the Governing Rules, use commercially reasonable efforts to accommodate such Daily Schedule. The Daily Schedule will also describe the nature and expected duration of any

scheduled or unscheduled Resource limitations, or Resource maintenance requirements, that have not previously been communicated for the Day on which the Daily Schedule is received, or any succeeding Day.

- (b) In addition to providing TPS with the Daily Schedule, throughout each Operating Day, Customer must provide TPS updates on Customer's ability to sell Products when and if such information changes materially from that information previously communicated to TPS by Customer. These updates will be provided via a mutually agreed upon template sent electronically or over the phone. If updates occur over the phone, Customer will make commercially reasonable efforts to send the template with the updated information as soon as is practicable, and TPS will make commercially reasonable efforts to submit the schedule within the time periods specified under the CAISO Protocols and Agreements.

2.3 Scheduling.

- (a) If the TPS Customer Portal is available, Customer will utilize it to communicate desired Energy and/or Ancillary Services Bids and schedules for the DAM and FMM scheduling cycles. Otherwise, a TPS developed scheduling spreadsheet template, or other mutually agreed electronic communication, will be submitted by Customer for the DAM and FMM scheduling cycles. Customer will provide TPS such information at least two (2) hours prior to any applicable deadline specified under the Governing Rules. Customer may, in lieu of providing specific market Bids to TPS, provide TPS specific procedures and operating parameters to be used by TPS to generate all or a portion of the market Bids. If Customer does so, then TPS shall generate market Bids in accordance with such procedures and operating parameters and submit such Bids to the applicable CAISO markets in accordance with this Agreement and the Governing Rules.
- (b) TPS will submit all Energy, Ancillary Services Bids with the appropriate Third Parties (including, but not limited to, transmission providers, and balancing authorities), in each case, consistent with the Governing Rules and the directions of Customer. In performing such services, TPS will submit all schedules as required and purchase transmission at Customer's cost as necessary to effectuate deliveries of Products; *provided, however*, to the extent TPS determines in its reasonable discretion that the scheduling of any Products from the Resources to a Third Party creates any Credit Exposure, in excess of the Customer Threshold, for which TPS is not sufficiently secured, then TPS may limit or suspend scheduling of Products to any such Third Party unless and until TPS receives sufficient Credit Support from Customer to mitigate TPS's Credit Exposure, in excess of the Customer Threshold.
- (c) Customer will provide TPS all information relevant to or required by the Governing Rules in order to satisfy all relevant data and information required for participation in the CAISO markets. Such information will be provided to TPS in those time increments, quantities, duration, and terms as required by the Governing Rules, and, if TPS Customer Portal is available, Customer will utilize it to communicate such information. Otherwise, Customer shall provide the information to TPS in a template provided by TPS, or through other mutually agreed electronic communication, and TPS will submit the applicable information from Customer to the CAISO for Customer and in the form required by the Governing Rules.

- (d) In circumstances where TPS in its reasonable judgment as a Scheduling Coordinator determines that a particular Bid or any part of a Bid conflicts with the requirements of the Governing Rules, TPS shall immediately notify Customer thereof and shall coordinate with Customer to modify such Bid, or such part of Bid, to comply with such requirements. If any such Bid or part of Bid cannot be modified, then TPS will have the right to reject such Bid or part of Bid to remedy any conflict with the Governing Rules, and TPS shall notify Customer of such rejection.

- 2.4 Schedule Changes. Notwithstanding Section 2.3 of the Base Agreement, Customer may change information previously provided to TPS, and, if any such change is provided to TPS by the deadlines stated under Section 2.3 of the Base Agreement, TPS will, to the extent permitted under the Governing Rules, implement such changes as soon as reasonably practicable; *provided that*, if any such change is provided to TPS after the deadlines stated under Section 2.3 of the Base Agreement, TPS will, to the extent permitted by the Governing Rules, use commercially reasonable efforts to accommodate such change. If the TPS Customer Portal is available, Customer will utilize it to communicate information changes to TPS. Otherwise, such changes shall be submitted to TPS utilizing the TPS developed scheduling spreadsheet template, described in Section 2.3 of the Base Agreement, or through other mutually agreed electronic communication. In the event that any change timely provided to TPS differs from prior information for the same time period, such subsequent information, upon receipt by TPS, shall supersede the prior information, and TPS will rely upon and implement the most recent information when submitting such information to CAISO for Customer. TPS shall notify Customer if it is unable to implement any changes requested by Customer and provide explanation why TPS was not able to implement the changes and a mitigation plan that would enable TPS to implement the changes in the future.
- 2.5 Market Interface and 24-Hour Monitoring. For Products delivered from the Resources to CAISO, TPS will administer and monitor sales of such Products as Customer's Scheduling Coordinator. If desired by Customer, TPS will provide Customer access to the CAISO markets twenty-four (24) hours per Day, seven (7) Days per week, subject to market availability and operational limitations of the Resources. TPS will timely communicate with CAISO regarding the Resources and, as soon as practicable, inform Customer of any and all CAISO directives or instructions affecting the Resources.
- 2.6 Outage Scheduling Services. TPS shall provide "*Outage Scheduling Services*" to Customer, which shall consist of submitting to CAISO, in such electronic data transmission format as is authorized by CAISO for the provision of Resource Outage information, all information furnished to TPS by Customer, and providing to Customer all electronic data received from CAISO, concerning Outages at or pertaining to the Resources. When a Resource experiences or projects an Outage, event of Force Majeure or any other event or condition affecting (or anticipated to affect) the operation of the Resource, Customer shall notify TPS as soon as practicable after Customer becomes aware of such an event, and provide all necessary and available information concerning the associated reduction in, or limitation of, the operating capability or output of Products from the Resource, and any other anticipated effects of the event which may affect the performance of the Resource. TPS shall transmit the Resource's outage data to CAISO concerning any Outage within the time periods specified under the CAISO Protocols and Agreements, provided that Customer has furnished such data to TPS in sufficient time to permit TPS to comply with applicable timing requirements of the CAISO Protocols and Agreements. If an Internet-based system is available, Customer will utilize it to communicate Outage information. Otherwise, Customer shall provide the information to TPS in a template provided by TPS, or through other

mutually agreed electronic communication.

- 2.7 Digital Certificates for CAISO System Access. To the extent Customer is obligated pursuant to this Agreement or otherwise desires to access CAISO's secure communications systems, Customer shall be responsible for acquiring and maintaining, at Customer's sole effort and expense, the necessary digital certificates from CAISO ("**Digital Certificate**"). TPS shall have no liability or obligation hereunder with regard to any Digital Certificate assigned to Customer, and TPS shall have no liability resulting from the use of, or any inability of Customer to access, either in whole or part, any CAISO system with such Digital Certificate.
- 2.8 Shadow Settlement and Dispute Resolution. TPS will use its proprietary data management and calculation engine, PowerTools Platform®© to shadow settle all CAISO Settlement Statement versions regarding the Resource(s) based upon data in TPS's possession. TPS will analyze discrepancies found between TPS's internally generated settlement statements and CAISO's Settlement Statements and will report any significant discrepancies to Customer. Customer will provide TPS parameters for further investigation of such discrepancies as requested by TPS. If Customer desires to pursue a dispute regarding the accuracy of any CAISO Settlement Statement or Pass Through Amount related to the Resources and Transactions, Customer, at its election, may request that TPS provide Customer with assistance and/or support in respect of such dispute and, if, subject to commercially reasonable efforts, TPS agrees, which agreement shall not be unreasonably withheld, TPS shall provide such assistance and/or support to Customer (collectively, "**Dispute Resolution Services**"). Dispute Resolution Services may include, but are not limited to, any one or more of the following activities: (i) TPS providing Customer with shadow settlement data in TPS's possession relating to a dispute, (ii) TPS assisting Customer in formulating a dispute, (iii) TPS filing a dispute with CAISO prior to any deadline for contesting the relevant CAISO Settlement Statement(s) established in the Governing Rules and providing reports at Customer's reasonable request on the status of any dispute, (iv) TPS resolving a dispute with CAISO for Customer, (v) TPS contacting the applicable meter data agent to correct meter data submissions to match actual generation of the Resources, or (vi) any other assistance and/or services as mutually agreed by the Parties. TPS will also review all additional CAISO Settlement Statements to verify CAISO has made requested changes to prior Settlement Statements and to verify the accuracy of any additional CAISO charges and credits. Customer authorizes TPS to receive from CAISO historic and Real-Time data collected by CAISO from, or provided to CAISO by, Customer with respect to the Resources.
- 2.9. Reporting and Data Storage. TPS shall store and make available to Customer all applicable Customer data and any Bid data submitted to CAISO to retrieve on demand via API. Customer may request that TPS grant access to specified PTP data for certain of Customer's Member Agencies users relating to specific Resources or Scheduling Coordinator IDs, as designed by Customer. TPS shall grant access to PTP for an unlimited number of users designated by Customer and the Member Agencies and at Customer's request shall within three (3) Business Days add, remove, or modify the roles and access of users per Customer's directions. TPS shall ensure that access to PTP data is limited to the specified users for each Resource or SCID and shall provide to Customer the ability to view the authorized users for each Resource or SCID. TPS shall provide regular reporting (daily, weekly, and monthly) on the performance and availability of the Resources and CAISO market activity, including hourly Day-Ahead and Real-Time generation volumes and prices, settlement validation reports, monthly charge/credit reports, and market performance. TPS will make reasonable efforts to provide mutually agreed upon custom reports to be used for Resource monitoring and settlement purposes.

- 2.10 Implementation and Strategy. TPS shall, at the request of Customer, participate in any implementation and strategy meetings with Customer with respect to any resource that Customer may request to be added to Exhibit A in accordance with this Agreement. TPS shall review and provide feedback as appropriate on communication, operations, and market procedures developed by Customer regarding wholesale energy market operations of the Resources, including, but not limited to, Outage management, CAISO New Resource Implementation (as more particularly described in Section 6 of the Base Agreement), and emergency response.
- 2.11 Non-CAISO Resources. The Parties understand and agree that Customer may during the Term request that TPS provide additional services for non-CAISO resources including but not limited to scheduling coordinator services and the acquisition of transmission rights in WECC. The Parties agree to negotiate in good faith an amendment to this Agreement to incorporate such additional services.

3. ENERGY MANAGEMENT SERVICES

- 3.1 Resource Adequacy. TPS will file Resource Adequacy Supply Plans with CAISO and the CPUC, as applicable, for Customer, in accordance with the Governing Rules and Customer's instructions, and TPS shall provide a copy of such Supply Plans to Customer at the same time such Supply Plans are filed.

4. STORAGE SERVICES

- 4.1 Storage Optimization. The Parties understand and agree that Customer, through the Customer Designee, will determine the Bids for the Resources with CAISO with regard to the following Products:
- (a) Ancillary Services;
 - (b) Energy procured from or sold into the DAM; and
 - (c) Energy procured from or sold into the FMM and RTM.

Customer shall ensure that the Customer Designee utilizes TPS's API for the purpose of (i) transmitting all schedules related to the Resources to TPS for the Products set forth above in this Section 4.1 and (ii) receiving any such Products' awards. Alternatively, Customer, through the Customer Designee, may provide schedules to TPS through the energy management system utilized by Customer to charge and dispatch the Resources; provided, however, Customer will be responsible for ensuring that such energy management system can transmit and exchange all schedules and market information related to the Resources to and with TPS via TPS's API. TPS agrees to reasonably assist Customer and the Customer Designee with understanding TPS's API requirements in order for Customer to ensure that Customer's or the Customer Designee's energy management systems can reliably communicate with TPS's API. Subject to this Agreement, TPS agrees to maintain availability of TPS's API to receive and provide the information contemplated herein.

Subject to Customer's right to determine Bids, through the Customer Designee, as set forth above and subject to the Governing Rules, TPS shall submit Customer's schedules to CAISO, as provided by the Customer Designee, for Customer as Customer's Scheduling Coordinator.

These activities shall be referred to as "Storage Services".

4.2 Resource Information. Upon request of TPS, Customer will provide TPS, or arrange to be provided by the Resource Owner to TPS, the following information with respect to each Storage Resource, as applicable:

- (a) maximum generation and charging capabilities;
- (b) maximum stored Energy;
- (c) round-trip efficiency;
- (d) planned maintenance schedule;
- (e) ramp rate; and
- (f) any other information reasonably requested by TPS with respect to each Resource that is necessary to enable TPS to perform its obligations under this Agreement or that would otherwise be helpful for TPS to know in connection with such performance.

Customer shall promptly provide TPS with any and all applicable additions and/or changes to the above information.

4.3 Storage Testing Services. TPS will coordinate with CAISO and Customer regarding the testing and other performance-related requirements for each Resource, such as ratings and other operational parameters.

5. GENERATION SERVICES

5.1 Resource Information. Upon request of TPS, Customer will provide TPS, or arrange to be provided by the Resource Owner to TPS, the following information with respect to each non-Storage Resource as applicable:

- (a) maximum generation capabilities;
- (b) planned maintenance schedule;
- (c) ramp rate; and
- (d) any other information reasonably requested by TPS with respect to each Resource that is necessary to enable TPS to perform its obligations under this Agreement or that would otherwise be helpful for TPS to know in connection with such performance.

Customer shall promptly provide TPS with any and all applicable additions and/or changes to the above information.

6. SUPPORT SERVICES

The Parties acknowledge and agree that TPS will be unable to commence providing Services contemplated by this Agreement until all necessary registrations, acknowledgements, agreements and other documentation have been provided to and approved by CAISO to enable TPS to commence providing the Services (“Documentation”). The period of time from the Effective Date of this Agreement until the date that TPS receives notice from Customer and CAISO that all necessary Documentation have been completed, and any necessary approvals have been obtained, is defined as the “Transition Period”. During the Transition Period, Customer and TPS shall each work diligently to ensure that all necessary Documentation is completed and necessary approvals are obtained expeditiously. Customer shall notify TPS of the completion of all necessary Documentation and approvals. Subject to the terms of this Agreement and starting on the Effective Date, TPS shall provide to Customer the services necessary to ensure the commencement of the Services, described as follows (the “Support Services”):

- (a) establish and implement operational information technology and interfaces with CAISO;
- (b) establish itself as the Scheduling Coordinator for the Resources;
- (c) one (1) Business Day prior to the Commencement Date, submit the Bids to CAISO applicable to the Resources for the Commencement Date;
- (d) provide such other assistance with respect to the Documentation as Customer may reasonably require;
- (e) assist Customer with the CAISO New Resource Implementation (NRI) Checklist as Customer may reasonably require, as applicable; and
- (f) assist Customer in establishing and setting up its ability to send and transmit telemetering data to the CAISO markets, as applicable.

The Parties shall work diligently to ensure that all necessary Documentation is completed, necessary CAISO approvals authorizing TPS to register as Scheduling Coordinator for the Resources are obtained expeditiously, and required CAISO system changes are completed to reflect TPS as the Scheduling Coordinator for the Resources. Each Party shall notify the other Party of the completion of all necessary approvals so that all other Services can commence. TPS shall commence providing all Services other than Support Services on the Commencement Date.

7. TERM

- 7.1 All Services and the obligation to pay fees under this Agreement, other than the Support Services and the Support Services Fee, respectively, shall be effective as of the Commencement Date unless provided otherwise in this Agreement. All other terms, provisions, and obligations, including the Support Services, the Support Services Fee, and associated Pass Through Amounts, shall be effective as of the Effective Date of this Agreement. This Agreement shall have a primary term of three (3) consecutive calendar years, beginning on the Commencement Date and expiring at 11:59:59 p.m. PPT on the last Day of the Month in which the third (3rd) anniversary of the Commencement Date occurs (the “**Initial Term**”). Upon expiration of the Initial Term, this Agreement shall then automatically renew and extend for successive one (1) year terms (each a “**Renewal Term**”) unless either Party provides written notice of non-renewal to the other Party no later than ninety (90) Days prior to the expiration of the Initial Term or any Renewal Term (as applicable).
- 7.2 Notwithstanding anything to the contrary in any provision of this Agreement, but without limiting the Parties’ obligations under Section 7.3 below, if, on the date this Agreement would expire or otherwise terminate, CAISO’s system still recognizes TPS as the Scheduling Coordinator for the Resources, then the Term of this Agreement shall be deemed to continue (and the terms of this Agreement shall survive) until the date that CAISO confirms in its system that TPS is no longer the Scheduling Coordinator for the Resources.
- 7.3 Transition of Scheduling Coordinator Services.
 - (i) If an Event of Default or Force Majeure occurs and is continuing with respect to TPS, TPS shall promptly execute all documents and take all other reasonable steps requested by Customer that may be required or reasonably necessary to transition the Scheduling Coordinator function from TPS to Customer’s designee for so long as such Event of

Default with respect to, or Force Majeure impacting, TPS continues. Without limiting the generality of the foregoing, TPS hereby gives Customer the power and right, without notice to or assent by TPS, upon the occurrence and during the continuation of any Event of Default or Force Majeure (or any other event that pursuant to the express provisions hereof allows Customer to replace TPS as Customer's Scheduling Coordinator), to execute all documents and take all other reasonable steps which may be required or reasonably necessary to transition the Scheduling Coordinator Services from TPS to Customer's designee. TPS agrees that any request by Customer that TPS take any action pursuant to this Section 7.3, and any action taken by Customer pursuant to this Section 7.3, shall not constitute a breach of any obligation in this Agreement that TPS be the exclusive provider of any Services. To the extent a Force Majeure with respect to TPS ceases to exist, then the Parties will work together to promptly transition the Scheduling Coordinator Services from Customer's designee back to TPS. If the Scheduling Coordinator Services are transitioned to Customer's designee due to an Event of Default with respect to TPS and Customer does not terminate this Agreement in accordance with Article 12 of the General Terms and Conditions, the Parties shall cooperate in good faith to transition the Scheduling Coordinator Services from Customer's designee back to TPS at such time as such Event of Default is cured by TPS or otherwise ceases to exist. This Section 7.3 shall survive the expiration or earlier termination of this Agreement.

- (ii) If TPS ceases to be the Scheduling Coordinator for the Resource(s) and other Transactions due to the expiration or earlier termination of this Agreement or any other reason, or if TPS is performing the Scheduling Coordinator Services solely pursuant to the application of Section 7.2 of the Base Agreement, TPS shall cooperate with Customer's requests to transition the Scheduling Coordinator Services and other Services hereunder (including executing any consents or documents and taking all other steps as may be required under the CAISO Protocols and Agreements or as Customer may otherwise reasonably request to remove TPS as Scheduling Coordinator for the Resources), and Customer shall be responsible for notifying CAISO, the CPUC, and any Third Parties, as applicable, involved or relating to this Agreement, of such. In the event that, after the expiration or earlier termination or expiration of this Agreement, TPS receives statements or invoices from CAISO or other Third Parties related to Customer or pertaining to the Resources or any other Transactions, as outlined in Section 7.1 of the General Terms and Conditions, TPS shall pass through charges reflected in those statements or invoices to Customer and Customer shall be responsible for payment. This Section 7.3 shall survive termination of this Agreement.

- 7.4 Termination for Performance. If at any time a Party believes the performance of the other Party under this Agreement is deficient, such Party has the right to provide the other Party with written notice of the performance deficiency, along with a description of the performance deficiency ("**Notifying Party**"). Upon receipt of such notice of performance deficiency, the Party receiving notice ("**Notified Party**") shall have thirty (30) Days to correct such performance deficiency and within seven (7) Days from receipt of the notice to provide a written description to the Notifying Party of the remedial actions taken or to be taken to restore or improve the quality of performance, including by addressing the areas of performance identified in the notice. If the Notified Party fails within such thirty (30) Days to restore the quality of performance to a level deemed satisfactory to the Notifying Party in such Party's reasonable discretion, such Party shall have the right, following expiration of the thirty (30) Day remediation period, to terminate this Agreement by

providing thirty (30) Days' written notice to the Notified Party and designating a termination date ("**Termination for Performance**"). Within thirty (30) Days following the effective date of any such Termination for Performance, each Party will pay to the other Party the sum of all amounts that are owed for activity performed prior to such effective date, but no additional termination fee will be owed. For the avoidance of doubt, (a) the rate or amount of fees for Services payable under Section 8 of the Base Agreement or (b) the experience of lower than desired revenues received from Customer for sales of Products where such lower revenues result from general market conditions, rather than caused by the performance of a Party, shall not be grounds for invoking a Termination for Performance. The obligations in this Section shall survive the expiration or earlier termination of this Agreement.

- 7.5 For the avoidance of doubt, from and after the Effective Date and for the duration of the Term, no Party shall have any right to terminate this Agreement early or otherwise exercise a non-renewal of this Agreement except to the extent expressly permitted under the terms of this Agreement or as otherwise mutually agreed by the Parties in writing.

8. PAYMENTS

- 8.1 **Support Services.** TPS shall charge Customer a one-time fee for establishing and configuring the telemetry and other communication equipment and software linking each Resource to TPS (and to CAISO where applicable) and for provision of the Support Services described in Section 6 of the Base Agreement ("**Support Services Fee**"). TPS will invoice Customer a Support Services Fee equal to five thousand Dollars (\$5,000) for each Resource identified in Exhibit A as of the Effective Date as part of TPS's first normal Monthly invoice issued following the Effective Date.
- 8.2 **Scheduling Coordinator Services.** For performance of the Scheduling Coordinator Services described herein, Customer shall pay TPS a fee per Resource as set forth in Section 8.4 of the Base Agreement ("**Fixed Monthly Fee**") in arrears and prorated for any partial Month of service, beginning on the Commencement Date and continuing throughout the Term; *provided* that the Fixed Monthly Fee shall increase by the Escalator on the first Day of the Month of each anniversary of the Commencement Date.
- 8.3 **Pass Through Amounts and Reimbursements.** Except when specified otherwise under this Agreement, Customer shall pay TPS (i) all amounts TPS is required to pay CAISO (or to Third Parties, if applicable) directly applicable to the procurement, scheduling, and delivery of Products, and (ii) all other applicable Pass Through Amounts incurred by TPS. TPS shall pass through to Customer all settlement amounts it receives from CAISO for Customer's Products in accordance with Section 7.1 of the General Terms and Conditions. Notwithstanding anything to the contrary, no amounts shall be recovered twice pursuant to this paragraph.
- 8.4 **Pricing.** For the Resource listed in Exhibit A as of the Effective Date, Customer shall pay TPS a Fixed Monthly Fee equal to seven thousand five hundred Dollars (\$7,500) in accordance with Section 8.2 of the Base Agreement. Customer may request to add Resources to Exhibit A after the Effective Date, provided that the addition of such Resources shall be subject to TPS's approval and an amendment to this Agreement. TPS shall charge Customer a one-time Support Services Fee equal to five thousand Dollars (\$5,000) for each new Resource added under the terms of this Agreement. TPS shall reduce Customer's Fixed Monthly Fee for all services under this Agreement for each new Resource according to the following schedule:

- 1-3 Resource(s): Each Resource at Base Price
 - 4-5 Resource(s): Each Resource at Base Price x 90%
 - 6+ Resource(s): Each Resource at Base Price x 85%
- The Base Price regardless of technology: \$7,500
 - The addition of a Generation resource without scheduling shall be subject to a Base Price of \$3,333.
- For clarity, the price above for 4-5 Resources and 6+ Resources will apply to all Resources once that pricing level has been reached.

[Signature page follows]

WITNESS that the Parties have executed this Agreement effective as of the Effective Date.

CALIFORNIA COMMUNITY POWER

By: _____

Name: Alexander Morris

Title: General Manager

TENASKA POWER SERVICES CO.

By: _____

Name: _____

Title: _____

GENERAL TERMS AND CONDITIONS

DEFINITIONS

For purposes of this Agreement, the following capitalized terms shall have the meanings set forth below. All other capitalized terms used in this Agreement, but not otherwise defined in this Agreement, shall have the same meaning as defined in the Governing Rules.

“**Additional Insureds**” shall have the meaning set forth in Section 9.6(a)(ii) of the General Terms and Conditions.

“**Affected Party**” shall have the meaning set forth in Section 3.4 of the General Terms and Conditions.

“**Affiliate**” shall mean, with respect to any Person, (i) any other Person, directly or indirectly, controlling, controlled by, or under common control with such Person or (ii) any other Person under the joint control, directly or indirectly, of such Person. As used in this definition, the term “control” and similar terms shall mean the ownership of more than fifty percent (50%) of the voting securities of such Person or the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such Person, through ownership of voting securities, by contract or otherwise.

“**Agent Designation Agreement**” shall have the meaning set forth in Section 1 of the Base Agreement.

“**Agreement**” shall have the meaning set forth in the preamble of this Agreement.

“**Ancillary Services**” shall have the meaning set forth in the CAISO Protocols and Agreements, but specifically excluding Resource Adequacy.

“**API**” means an application programming interface or a computing interface which defines interactions between TPS’s systems and Customer’s systems, as defined by an API specification published by TPS which defines the kinds of calls or requests that can be made, how to make them, the data formats that should be used, and the conventions to follow.

“**Applicable Laws**” shall mean any act, statute, law, regulation, permit, license, ordinance, rule, judgment, order, decree, directive, guideline, protocol, or policy (to the extent mandatory) or any similar form of decision or determination by, or any interpretation or administration of, any of the foregoing by any Governmental Authority with jurisdiction over the Resources or TPS, or the Services to be performed under this Agreement.

“**Assessments**” shall have the meaning set forth in Section 3.4 of the General Terms and Conditions.

“**Automated Dispatch System**” or “**ADS**” shall have the meaning as defined in the CAISO Protocols and Agreements.

“**Balancing Authority Area**” shall have the meaning as defined in the CAISO Protocols and Agreements.

“**BESS**” shall mean a battery energy storage system.

“**Bid**” shall have the meaning set forth in the CAISO Protocols and Agreements.

“**Business Day**” shall mean any Day other than a Saturday, Sunday, or Day on which Federal Reserve member banks in Texas are closed for business.

“**Business Hours**” shall mean the consecutive hours from 8:00 a.m. to 5:00 p.m. Pacific Prevailing Time on Business Days.

“**CAISO**” shall mean the California Independent System Operator Corporation or any successor thereto.

“**CAISO Business Practice Manuals**” shall mean the Business Practice Manuals published by CAISO, as amended, restated, supplemented, or otherwise modified from time to time.

“**CAISO Dispatch Instructions**” shall have the meaning set forth in Section 3.3 of the General Terms and Conditions.

“**CAISO Energy Communications Network**” or “**CAISO ECN**” shall have the meaning set forth in the CAISO Protocols and Agreements.

“**CAISO Energy Imbalance Market**” or “**EIM**” shall have the meaning set forth in the CAISO Protocols and Agreements.

“**CAISO Protocols and Agreements**” shall mean CAISO Tariff, CAISO Business Practice Manuals and any other applicable CAISO bylaws, procedures, rules, manuals or documents, or any successor, superseding or amended versions thereof that may take effect from time to time.

“**CAISO SCID Fee**” shall have the meaning set forth in Section 2.1 of the Base Agreement.

“**CAISO Tariff**” shall mean the California Independent System Operator Corporation Fifth Replacement FERC Electric Tariff, as amended from time to time, including any schedules, appendices or exhibits attached thereto.

“**Capacity**” shall mean any capacity used to meet reliability requirements or the ability to generate and provide or deliver a Product, and includes the meaning defined in the Governing Rules.

“**Commencement Date**” shall mean the later of (i) the Effective Date of this Agreement, or (ii) the date upon which TPS receives notice that CAISO authorizes TPS to commence representing the Resources within CAISO’s system; provided that the Parties understand and agree that there shall be no Transactions implemented under the SCID prior to the occurrence of subsection (ii) above.

“Confidential Information” has the meaning set forth in Section 14.1(a) of the General Terms and Conditions.

“CPUC” shall mean the California Public Utilities Commission (or any successor thereto that regulates public utilities in California).

“Credit Exposure” shall mean the net amount one Party would owe the other Party if all Transactions and Services between the Parties under this Agreement were closed out and terminated, and all obligations under this Agreement were accelerated and netted against amounts the other Party would owe such Party on the date of credit calculation to derive the amount of credit exposure faced by one Party to the other Party or a Third Party. This calculation will include amounts owed for delivered Products and Services whether billed or unbilled, the forward value of committed but undelivered Products and Services taking into account deviations in the current market value of a Product from the value or price of such Product prevailing at the time a Transaction was entered into, or prevailing at the time such Product was offered into CAISO, the forward value of amounts owing to or from CAISO for estimated future settlement obligations and revisions, and any fees for Services due and owing under this Agreement.

“Credit Support” shall mean cash, pre-payments, letters of credit, and, if acceptable to the requesting Party, may include guarantees or other reasonable forms of security.

“Customer” shall have the meaning set forth in the preamble of the Agreement.

“Customer Designee” has the meaning set forth in Section 1 of the Base Agreement, as the same may be designated from time to time by written notice from Customer to TPS.

“Customer Threshold” means three million Dollars (\$3,000,000); provided, however, that if a Material Adverse Change has occurred and is continuing with respect to Customer then the Customer Threshold will be zero (\$0).

“Daily Schedule” shall have the meaning set forth in Section 2.2 of the Base Agreement.

“Damages Cap” shall have the meaning set forth in Section 9.2 of the General Terms and Conditions.

“Day” shall mean a calendar day.

“Day-Ahead Market” or **“DAM”** shall have the meaning set forth in the CAISO Protocols and Agreements.

“Defaulting Party” shall have the meaning set forth in Section 12.2 of the General Terms and Conditions.

“Delivery Point(s)” or **“Point(s) of Delivery”** shall mean the physical point(s) where Customer delivers Products, which in a typical Transaction shall be the point(s) at which the electric interconnection facilities owned and operated by Customer, utilized to meter and financially settle the delivery of Products from the Resources, meet with the high voltage side of the physical

interconnection between the Resources and the applicable transmission service provider. For a specific Transaction, the Parties may agree to any Delivery Point that is a defined point at which financial settlement may occur within the CAISO Balancing Authority Area.

“**Digital Certificate**” shall have the meaning set forth in Section 2.7 of the Base Agreement.

“**Dispute Resolution Services**” shall have the meaning set forth in Section 2.8 of the Base Agreement.

“**DLAP**” or “**Default Load Aggregation Point**” shall have the meaning set forth in the CAISO Protocols and Agreements.

“**Documentation**” shall have the meaning set forth in Section 6 of the Base Agreement.

“**Due Date**” means the tenth (10th) Day after the receipt of the statement or invoice by Customer; *provided, however*, if such Day is not a Business Day, the next Business Day.

“**Effective Date**” has the meaning given in the Preamble of the Agreement.

“**Energy**” means electric energy.

“**Escalator**” shall equal the greater of (i) the percentage change in the Consumer Price Index for Urban Areas or “CPI-U” published by the U.S. Department of Labor and applicable for the twelve consecutive Months ending prior to the first Day of the Month in which the Commencement Date occurs each year during the Term, from the annual average CPI-U prevailing for the prior twelve consecutive Month period or (ii) two percent (2%).

“**Event of Default**” shall have the meaning set forth in Section 12.1 of the General Terms and Conditions.

“**FERC**” shall mean the Federal Energy Regulatory Commission or any successor thereto.

“**FERC Electric Quarterly Report**” or “**EQR**” shall have the meaning set forth in the Governing Rules.

“**Fixed Monthly Fee**” shall have the meaning set forth in Section 8.2 of the Base Agreement.

“**Fifteen-Minute Market**” or “**FMM**” has the meaning set forth in the CAISO Protocols and Agreements.

“**Force Majeure**” shall have the meaning set forth in Section 13.1 of the General Terms and Conditions.

“**Governing Rules**” shall mean all applicable CAISO Protocols and Agreements, market guides, protocols, and any other applicable rules and/or directives (as such may be amended from time to time) of CAISO, transmission service providers, market monitors, any reliability entity, the CPUC, NERC, FERC or any successor thereto.

“Governmental Authority” shall mean any federal, state or local government, court of competent jurisdiction, administrative agency or commission or other governmental or regulatory instrumentality, agency, authority or authorized arbitral body thereof, including CAISO, the applicable state commission, market monitor, any reliability entity, NERC, FERC, or any successor thereto.

“Guarantor” shall mean any Person that provides a guaranty of a Party’s obligations hereunder.

“Hybrid Resource” shall have the meaning set forth in the CAISO Protocols and Agreements.

“Imaged Agreement” shall have the meaning set forth in Section 16.11 of the General Terms and Conditions.

“Initial Term” shall have the meaning set forth in Section 7.1 of the Base Agreement.

“Interest Rate” shall mean, for any date, the lesser of (i) the per annum rate of interest equal to the “Prime Rate” as may from time to time be published in *The Wall Street Journal* under “Money Rates” on such Day (or if not published on such Day, on the most recent preceding Day on which published), plus two percent (2%) or (ii) the maximum rate permitted by applicable law.

“Material Adverse Change” means, with respect to a Party, or the Tenaska Guarantors, as applicable, the occurrence of one or more events which, in the commercially reasonable judgement of the other Party, constitutes a material adverse change in the creditworthiness, financial liquidity, access to capital, financial responsibility or ability of the Party or the Tenaska Guarantors to perform their obligations under this Agreement or the Tenaska Guaranty, as applicable.

“Member Agencies” means the public agencies that are then parties to the joint exercise of powers agreement establishing Customer.

“Month” means a calendar month.

“MW” means one megawatt.

“MWh” means one megawatt/hour.

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

“Non-Defaulting Party” shall have the meaning set forth in Section 12.2 of the General Terms and Conditions.

“Notified Party” shall have the meaning set forth in Section 7.4 of the Base Agreement.

“Notifying Party” shall have the meaning set forth in Section 7.4 of the Base Agreement.

“Operating Day” shall have the meaning set forth in the CAISO Protocols and Agreements.

“Outage” shall have the meaning set forth in the CAISO Protocols and Agreements and shall also include any maintenance outage, planned outage, forced outage, trip, derating, or decrease in capacity or output at the Resources, whether or not caused by an event of Force Majeure, resulting in interruption, curtailment, reduction, or cessation of the production or provision of Products from the Resources.

“Outage Scheduling Services” shall have the meaning set forth in Section 2.6 of the Base Agreement.

“Party” or **“Parties”** shall have the meaning set forth in the preamble of this Agreement.

“Pass Through Amounts” shall mean, without duplication, all actual, direct Third Party costs incurred by TPS; all charges assessed against TPS by CAISO or any other Governmental Authority and payable by TPS; all credits received by TPS from CAISO; and, to the extent expressly stated to be a Pass Through Amount herein, amounts payable to any other Third Party; in each case, that arise due to TPS’s performance of the Services in accordance with the terms of this Agreement, including but not limited to (i) amounts for or related to the submission of Bids to CAISO, (ii) amounts for or related to the scheduling of Products with CAISO or Third Parties, and (iii) any other Third Party costs for any Products that are applicable to the Services, in each case as applicable, but excluding TPS’s cost of providing any Credit Support to Customer pursuant to Section 11.6 of the General Terms and Conditions or any credit support to CAISO or TPS’s cost of doing business in CAISO generally.

“Permit” shall mean, unless otherwise provided in this Agreement, any approval, waiver, exemption, variance, franchise, permit, authorization, license, or similar order of or from any federal, state, county, municipal, or other governmental body, instrumentality, agency, authority, or court having jurisdiction over the matter in question.

“Permitted Termination” shall have the meaning set forth in Section 3.7 of the General Terms and Conditions.

“Person” shall mean an individual, corporation, voluntary association, joint stock company, business trust, partnership, limited liability company, municipality (including any municipal electric board, cooperative, power utility, agency, or subdivision), rural electric cooperative, or other entity.

“Pledgor” shall have the meaning set forth in Section 11.6(c) of the General Terms and Conditions.

“PowerTools Platform®©” or **“PTP”** shall have the meaning set forth in Section 2.8 of the Base Agreement.

“PPA(s)” shall have the meaning set forth in the Recitals.

“PPT” means the prevailing time in effect in the Pacific Time Zone.

“Pricing Node” or **“PNode”** has the meaning set forth in the CAISO Protocols and Agreements.

“Proceedings” shall have the meaning set forth in Section 16.3 of the General Terms and Conditions.

“Product(s)” means Capacity (including RA), Energy, Ancillary Services, and any other power product allowed for sale or purchase in the CAISO market that the Parties may mutually agree to transact or schedule under this Agreement.

“Prudent Industry Practice” means, in respect of the performance under this Agreement, the practices, methods, techniques, standards and acts that, at the time of the performance under this Agreement, are then engaged in or approved by a significant portion of the independent power production industry and that, in the exercise of reasonable judgment in light of the facts known at the time of performance, would have reasonably been expected to accomplish the desired results. Prudent Industry Practice is not intended to be limited to the optimum practices, methods, techniques, standards and acts to the exclusion of all others, but rather reflect the range of the practices, methods, techniques, standards and acts then generally accepted in the CAISO market, having due regard for, among other things, contractual obligations, Applicable Laws, Permits, and the Governing Rules.

“Real-Time” shall have the meaning set forth in the CAISO Protocols and Agreements.

“Real-Time Market” or **“RTM”** shall have the meaning set forth in the CAISO Protocols and Agreements.

“Recording” shall have the meaning set forth in Section 16.10 of the General Terms and Conditions.

“Renewal Term” shall have the meaning set forth in Section 7.1 of the Base Agreement.

“Replacement Products” shall have the meaning set forth in Section 2.2 of the General Terms and Conditions.

“Representatives” shall mean each Party’s respective directors, officers, and employees, including attorneys, accountants, partners, and/or consultants.

“Resource” shall have the meaning set forth in the Recitals.

“Resource Adequacy”, **“Resource Adequacy Capacity”** or **“RA”** shall have the meaning set forth in the CAISO Protocols and Agreements. Resource Adequacy may have system, local and/or flexible attributes as determined by the CPUC and/or the CAISO and as specified by Customer.

“Resource ID” has the meaning set forth in the CAISO Protocols and Agreements.

“Resource Owner” shall mean the owner or asset manager responsible for operations of any given Resource contracted by Customer.

“Responsible Party” shall have the meaning set forth in Section 3.4 of the General Terms and Conditions.

“Scheduling Coordinator” shall have the meaning as set forth in the CAISO Protocols and Agreements.

“Scheduling Coordinator ID Code” shall have the meaning as set forth in the CAISO Protocols and Agreements.

“SCID” means the Scheduling Coordinator ID assigned to TPS by CAISO in which the Resources reside.

“Secured Party” shall have the meaning set forth in Section 11.6(c) of the General Terms and Conditions.

“Service Fees” shall mean, with respect to a Month, the Fixed Monthly Fee.

“Services” shall mean, collectively, the Scheduling Coordinator Services, Storage Services, Support Services, and any other services that TPS and Customer have expressly agreed to under this Agreement.

“Set Point” has the meaning set forth in the CAISO Protocols and Agreements.

“Settlement Process” shall have the meaning set forth in Section 11.8(a) of the General Terms and Conditions.

“Settlement Statement” shall have the meaning set forth in the CAISO Protocols and Agreements.

“SLAP” or **“Sub-Load Aggregation Point”** shall have the meaning set forth in the CAISO Protocols and Agreements.

“Storage Resource” shall mean those Resource(s) under Exhibit A that are identified as a BESS.

“Storage Services” shall have the meaning set forth in Section 4.1 of the Base Agreement.

“Supply Plan” shall have the meaning as defined in the CAISO Protocols and Agreements.

“Support Services” shall mean those services to be performed by TPS as described in Section 6 of the Base Agreement.

“Support Services Fee” shall have the meaning set forth in Section 8.1 of the Base Agreement.

“TEH” shall have the meaning set forth in Section 11.6(a) of the General Terms and Conditions.

“TEI” shall have the meaning set forth in Section 11.6(a) of the General Terms and Conditions.

“Tenaska Guarantors” shall have the meaning set forth in Section 11.6(a) of the General Terms and Conditions.

“Tenaska Guaranty” shall have the meaning set forth in Section 11.6(a) of the General Terms and Conditions.

“Term” shall mean the period commencing on the Effective Date through and including the expiration of the Initial Term and any Renewal Term, as applicable, subject in all cases to any early termination of this Agreement as permitted herein and subject to Section 7.2 of the Base Agreement.

“Termination for Performance” shall have the meaning set forth in Section 7.4 of the Base Agreement.

“Third Party” means any Person other than Customer or TPS or their respective Affiliates.

“TPS” shall have the meaning set forth in the preamble of this Agreement.

“TPS Customer Portal” means the internet site designated by TPS which provides access to public and Customer-specific information and a means to transmit certain information from Customer to TPS.

“Transaction” means any arrangement relating to the scheduling, delivery, sale, and purchase of a Product, as applicable.

“Transition Period” has the meaning set forth in Section 6 of the Base Agreement.

“WECC” means the Western Electricity Coordinating Council.

The terms defined above have the meanings set forth above for all purposes, and such meanings are equally applicable to both the singular and plural forms of the terms defined. “Include,” “includes” and “including” shall be deemed to be followed by “without limitation” whether or not they are in fact followed by such words or words of like import. Any agreement, instrument, document, rule or law defined or referred to herein means such agreement, instrument, document, rule or law as from time to time amended, modified or supplemented. References to a Person include its successors and permitted assigns. “Hereof,” “herein,” “hereunder” and comparable terms refer, unless otherwise expressly indicated, to the entire agreement or instrument in which such terms are used and not to any particular Article, Section or other subdivision thereof or attachment thereto. References in an instrument to “Article,” “Section” or another subdivision or to an attachment are, unless the context otherwise requires, to an article, section or subdivision of or an attachment to such agreement or instrument. All references to exhibits or appendices in any agreement or instrument that is governed by this Agreement are to exhibits or appendices attached to such instrument or agreement. References to any gender include, unless the context otherwise requires, references to all genders. References to “\$” or to “Dollars” shall mean the lawful currency of the United States of America.

SECTION 1

PERFORMANCE OBLIGATIONS

1.1 Title.

- (a) To the extent necessary to fulfill TPS's obligations as Scheduling Coordinator hereunder for Products to which title is held by Customer, Customer authorizes TPS to convey title to such Products on behalf of Customer. In such cases, (i) all revenues associated with such Products delivered to CAISO are the property of TPS, and (ii) upon TPS receiving revenues from CAISO associated with such Products delivered to or settled with CAISO, TPS shall have an obligation hereunder to pay Customer for such delivered or settled Products at the applicable price paid by CAISO to TPS in accordance with this Agreement. In addition, where Transactions involving Products utilized to charge a Storage Resource are supplied by CAISO and settled by TPS with CAISO, TPS, as Customer's Scheduling Coordinator, will purchase from and/or settle such Products with CAISO at the appropriate Delivery Point and immediately thereafter enter into a Transaction with Customer under this Agreement where Customer shall take title to all such Products at the Delivery Point. In such cases, Customer shall have an obligation hereunder to pay TPS for such delivered or settled Products at the applicable amount charged by CAISO to TPS. All such Transactions transacted and settled with CAISO will be memorialized pursuant to the terms of Section 2.3 of the General Terms and Conditions. Notwithstanding the foregoing, all such Products must be capable of being purchased and resold under TPS's market-based rate authority with FERC; in the event TPS is precluded from selling a particular Product under its market-based rate authority, as to that Product, TPS will act as Customer's representative in arranging for the sale of such Product.
- (b) Reserved.
- (c) For the avoidance of doubt, TPS, in its role as Customer's Scheduling Coordinator hereunder, shall schedule all of Customer's Transactions associated with the Resources which require scheduling with CAISO for Customer subject to and in accordance with this Agreement.

1.2 Standard of Performance Obligations. TPS shall discharge its obligations hereunder in good faith and in a commercially reasonable manner and shall perform the Services in a good, workmanlike manner and in accordance with (i) Prudent Industry Practice, (ii) instructions from Customer, and (iii) the terms of this Agreement.

1.3 Exclusivity. For the Resources designated in Exhibit A, subject to the other terms and conditions of this Agreement, Customer grants TPS the exclusive right to:

- (a) act as Customer's provider of Services; whereas,
 - (i) only the Resources designated in Exhibit A will be represented by TPS under this Agreement,
 - (ii) Customer will cause the Resources to schedule all Transactions through and with TPS, and
 - (iii) Customer will not schedule Transactions directly with CAISO, or through

any other Person except TPS, as long as there is no Force Majeure event or Event of Default that has occurred and is continuing with respect to TPS;

- (b) serve as Customer's representative, limited to the purpose of representing the Customer in communications and Transactions with CAISO, as provided under Section 2 of the Base Agreement;
- (c) schedule the Products per Customer's instruction described in this Agreement; and
- (d) administer the purchase or sale of Products from the Resource(s) into CAISO, and to arrange for sales to and purchase from other Third Parties in accordance with the terms and conditions of this Agreement and the Governing Rules.

ARTICLE II

TRANSACTION PROCEDURES

2.1 Reserved.

2.2 Replacement Products. To the extent that the Resources are unable to make available or deliver, or Customer elects not to make available or deliver, a quantity of any Product committed for delivery and which TPS has scheduled for sale or delivery into CAISO hereunder (including a projected shortfall of the ability of a Resource to provide a Product or any other reason for Customer to request TPS to identify a Product in response to such a shortfall), whether committed for sale or delivery to CAISO or to a Third Party (as applicable), TPS will, upon mutual agreement of the Parties, attempt to identify Products to fill such shortfall ("**Replacement Products**"). Customer shall be solely responsible at Customer's sole cost for entering into any agreements with the applicable Third Party seller for the purchase of such Replacement Products.

2.3 Reports. To the extent TPS is purchasing or selling Products from or pertaining to the Resources in order to transact and settle such Products with CAISO pursuant to Section 1.1(a) of these General Terms and Conditions and upon Customer's request, TPS shall deliver a report to Customer in a mutually agreed format containing the provisions of such Transaction(s), including the type of Product and the quantity thereof that TPS has sold or purchased, and any other material terms agreed to by TPS as to purchases and sales of Products to be supplied from or to the Resources. The Parties agree that TPS's provision of this report will be deemed to be a confirmation of Transactions entered into pursuant to Section 1.1(a) of these General Terms and Conditions.

2.4 Transactions Beyond Term of Agreement. As to any Transaction entered between the Parties or scheduled hereunder that continues by its terms beyond any expiration or earlier termination of this Agreement, this Agreement shall remain in full force and effect as to that Transaction and shall continue to govern that Transaction for its duration. Further, any obligations accrued during the Term (including fees, charges, or reimbursement applicable under this Agreement) shall become due and payable when assessed, even if assessment occurs after the expiration or earlier termination of this Agreement. The

obligations associated with such Transactions hereunder shall survive the expiration or earlier termination of this Agreement.

- 2.5 Regulatory Reporting. TPS will reasonably assist Customer in data collection for Customer's regulatory reporting obligations upon Customer's request. Customer will be responsible for required state, federal or regional reports applicable to its licenses and business interests. For clarification, nothing herein shall obligate TPS to prepare or submit any regulatory or governmental reports for Customer; *provided, however*, that TPS shall timely provide to Customer all information in its possession that is reasonably requested by Customer for Customer's regulatory or governmental reports. For clarification, TPS will provide Customer with transaction details in its possession in a format readily usable by Customer to submit its FERC EQR, which will not include customer specific FERC contract information.

ARTICLE III **GOVERNING RULES**

- 3.1 Governing Rules. Both Parties agree to abide by all applicable Governing Rules. For purposes of determining responsibility and rights of the Parties at any given time, in addition to the terms and conditions of this Agreement, the Governing Rules that are in effect at the time of performance or non-performance of an action, subject to the continuation of any grandfathered provisions, shall govern with respect to that action. In the event of a direct and irreconcilable conflict between the Governing Rules and the terms and conditions set forth in this Agreement, the Governing Rules shall prevail.
- 3.2 Compliance Support. TPS shall assist Customer in any audit of the Resources conducted or initiated by a regional reliability coordinator or NERC, including preparation of responses to NERC or regional reliability coordinator data requests related to NERC standards for which TPS has information useful to Customer for the demonstration of compliance. In addition to the foregoing, if the regional reliability coordinator requests a NERC audit for a time period during which TPS served as Customer's Scheduling Coordinator, then upon Customer's request, with respect to such audits that call for production of records of Scheduling Coordinator-related communications with CAISO, TPS shall support Customer with relevant information and assistance including assisting Customer in responding to a NERC audit by providing Customer with TPS's pertinent documentation of TPS's communications with CAISO or the Resources. Nothing contained in this Agreement shall be construed to make TPS a "generation owner," "generation operator," or any similar entity, or to make TPS subject to any classification under applicable NERC rules as a result of TPS's execution of this Agreement or TPS's performance of the Services or otherwise, and Customer shall not register TPS or require TPS to register with NERC as a "generation owner" or "generation operator" with respect to the Resources.
- 3.3 CAISO Dispatch Instructions. The Parties acknowledge that from time to time, CAISO or a Governmental Authority may issue instructions or orders to TPS affecting or requiring specific actions with respect to operation of the Resources (collectively, "**CAISO Dispatch**

Instructions”). Where CAISO issues verbal Dispatch Instructions or other non-Automated Dispatch System (“**ADS**”) Dispatch Instructions to TPS requiring changes in the dispatch or operation of any Resource, TPS shall, upon its receipt of such CAISO Dispatch Instructions, instruct the applicable Resource to (i) with regard to a Storage Resource, discharge, charge, make available, or provide Energy (or any other applicable Product) or to cease discharging, charging, or providing Energy (or any other applicable Product), or (ii) with regard to a non-Storage Resource, generate, make available, or provide Energy (or any other Product) or to cease generating or providing Energy (or any other Product), in each case, as mandated by such instructions. Based on the CAISO Dispatch Instructions, TPS shall communicate to Customer the quantities of Energy (or any other Product) to (x) with regard to a Storage Resource, discharge, charge, or provide or cease discharging, charging, or providing, or (y) with regard to a non-Storage Resource, generate or provide, or to cease generating or providing, and the time period during which such instructions are to be followed, and Customer shall cause the applicable Resource to promptly comply with such instructions consistent with the operational limitations of such Resource, as appropriate; provided that, if, in the sole and reasonable judgment of Customer or Resource Owner, such compliance would create a threat to safety, risk of bodily harm or damage to equipment, or is not otherwise in compliance with the Governing Rules, Customer shall, or shall cause the applicable Resource Owner to, promptly notify TPS of the reason for non-compliance and TPS will communicate such reason to CAISO in accordance with the Governing Rules. TPS shall not be liable for any damages, charges, fees or penalties resulting from compliance or non-compliance with any CAISO Dispatch Instruction.

- 3.4 **Compliance with Laws.** TPS and Customer will at all times comply with all Applicable Laws. In the event that actions or omissions of one Party (“**Responsible Party**”) cause the other Party (“**Affected Party**”) to (a) be materially non-compliant with the Governing Rules or Applicable Laws affecting the Services or the Resources, or (b) have assessed or brought against it any fines, penalties, reprimands, censures, sanctions, assessments, or other material adverse actions by CAISO, market monitor, or any other Governmental Authority (“**Assessments**”) (which, for the avoidance of doubt, will not include ordinary course settlement charges or penalties, such as imbalance penalties or charges, mismatched schedule charges, uninstructed deviation charges, or late fees), then, in addition to any other rights or remedies hereunder (including the right, if any, to indemnification against such Assessments), the Affected Party shall have the right to (x) give written notice to the Responsible Party setting forth the circumstances of non-compliance and, if practicable, demand that the Responsible Party cure such non-compliance; and (y) demand that the Responsible Party use commercially reasonable efforts to cooperate in the Affected Party’s defense against such allegation or Assessment (provided the foregoing shall not require the Affected Party to incur material expenses, unless reimbursed by the Responsible Party, nor take any position in any regulatory proceeding contrary to its interests or policies). The Responsible Party shall reimburse the Affected Party for any Assessments paid by the Affected Party; *provided, however*, that any payment required shall remain subject to the limitation of liability in Section 9.2 of the General Terms and Conditions.
- 3.5 **TPS Affiliates.** Notwithstanding any provision of this Agreement to the contrary, TPS shall in all cases remain obligated for the performance of the Services and its obligations

under this Agreement regardless of whether such Services or obligations are performed by its Affiliates.

- 3.6 Operation of the Resources. Notwithstanding anything in this Agreement to the contrary, Customer retains and shall retain ultimate decision-making authority and control with respect to the Resources relating to the operation, maintenance and dispatch of each Resource and the sale of Products from or pertaining to the Resources. Accordingly, all control over and with respect to the dispatch, maintenance and operation of each Resource, the undertaking of any particular arrangement or Transaction, the ultimate decision-making authority hereunder, and the execution of any Transaction shall reside exclusively with Customer. TPS shall have no dispatch control over any of the Resources during any period of the Term, whether in practice as a result of the performance or undertaking of the Services, or otherwise pursuant to the terms of this Agreement. Customer shall use commercially reasonable efforts to ensure that its, or the applicable Resource Owners', operation, maintenance and dispatch of the Resources, shall be in accordance with Prudent Industry Practice and the Governing Rules, and comply with all applicable Permits, it being understood and agreed that TPS shall have no obligation with respect to, or liability arising from, the operation, maintenance and/or dispatch of the Resources, including whether such activities conform in any respect to Prudent Industry Practice, comply with the Governing Rules, or comply with any applicable Permit.
- 3.7 Change in Laws or Regulations. In the event a change in Applicable Laws or the Governing Rules (a) materially impairs a Party's ability to perform under this Agreement, (b) materially increases a Party's costs or risks of performing under this Agreement, or (c) materially decreases the economic benefits obtained by a Party under this Agreement (including, in the case of TPS, any new or additional assertion of jurisdiction over Scheduling Coordinators by the CPUC), the adversely affected Party may notify the other Party of the adverse effect and propose amendments to this Agreement to address the adverse effect of the change in Applicable Laws or Governing Rules. The Parties shall negotiate in good faith to amend this Agreement to restore the Parties to the relative economic values and risk position each had enjoyed under this Agreement prior to the change in Applicable Laws or Governing Rules. If the Parties have not reached agreement on an amendment by the thirtieth (30th) Day after the effectiveness of the notice sent by the affected Party, then the affected Party may, upon written notice to the other Party, terminate this Agreement by designating a termination date that is no earlier than ninety (90) Days after the date of such written notice ("Permitted Termination"). Neither Party shall owe damages to the other Party in the event of a Permitted Termination; *provided*, that neither Party shall be relieved of any payment obligations accruing under this Agreement prior to the date of such termination or that by their nature survive such termination. The Permitted Termination applies solely to Services under this Agreement. Upon a Permitted Termination, TPS will reasonably cooperate with Customer to transition the Resources and the Scheduling Coordinator Services to a replacement Scheduling Coordinator in accordance with Section 7.3(ii) of the Base Agreement.

ARTICLE IV

RESERVED

ARTICLE V

RESOURCE INFORMATION

- 5.1 Customer's Resources. Customer shall provide, or cause to be provided, to TPS all CPUC, CAISO and/or EIM registration and system modeling information applicable to each Resource, including but not limited to information relating to the CAISO and/or EIM network model, as soon as reasonably practicable after the Effective Date, or at such time that an additional Resource is requested to be added to Exhibit A (as applicable) in accordance with this Agreement. Customer shall provide to TPS the Resource parameters, Resource ID, Real-Time data telemetry point map, Delivery Point(s), and Resource Pricing Node(s) applicable to each Resource and as may be required by the Governing Rules, along with any other information about each Resource that Customer reasonably believes would be helpful for TPS to know or that TPS reasonably requests in connection with the Services provided under this Agreement. TPS may rely on the most recent information Customer has supplied to TPS. TPS will provide assistance to Customer to identify required information and shall provide typical data values where available to TPS. Resources may only be added to or removed from this Agreement through a written amendment of this Agreement executed by the Parties, provided, however, that, in the event the contract or other agreement between Customer and Resource Owner is terminated and Customer no longer has any rights or obligations with respect to the relevant Resource, Customer may, upon ten (10) Days' prior written notice to TPS, identify the Resource and remove such Resource from Exhibit A of this Agreement; provided, further, that, upon request of TPS, Customer shall provide TPS with reasonable evidence demonstrating that such contract or other agreement between Customer and Resource Owner has been terminated and that Customer has no further rights or obligations with respect to such Resource; provided further that the Parties understand and agree that Customer shall not terminate any such contract or agreement for the purpose of removing the Resource from the scope of this Agreement.

ARTICLE VI

EQUIPMENT AND DATA TRANSMISSION

- 6.1 Data Transmission. The Parties agree that Customer will send telemetered data directly to CAISO and communicate Resource Set Points and other required telemetered data from and to the Resources. Customer shall require the Resource Owners to continually transmit operational Resource data to TPS on a Real-Time basis as required by the Governing Rules.
- 6.2 Communication Cost. Customer shall provide TPS with access to all applicable CAISO systems available to Customer, as necessary for TPS to provide Customer, and the Customer Designee, as applicable, with the Services described in this Agreement or as may be required by the Governing Rules. Customer shall reimburse TPS for all additional reasonable Third Party costs or expenses incurred by TPS for equipment or facilities located at Customer's or the Resource Owners' sites and/or directly related to providing communications to each Resource, or to adjust for changes in (i) communication technology, (ii) CAISO or NERC communication criteria or standards, or (iii) communication technology implemented by Customer or the Resource Owners during the Term to the extent TPS's provision of additional equipment or facilities has been

authorized by Customer, all of which shall be passed through to Customer as Pass Through Amounts under this Agreement. Prior to incurring any such Third Party costs subject to reimbursement by Customer, TPS shall provide Customer with an estimate of and explanation of the need for such costs and obtain Customer's approval for such costs, which shall not be unreasonably withheld. For such communication costs, TPS will invoice Customer and provide Customer with supporting details from TPS's invoices from Third Party communications providers or vendors. Included in communications costs reimbursable by Customer are any incremental applicable CAISO ECN costs attributable to Customer which are specified by supporting cost documentation from CAISO.

ARTICLE VII

PASS THROUGH AMOUNTS AND RECONCILIATION

- 7.1 Pass Through Amounts. TPS will administer all settlement charges and payments with CAISO and Third Parties, as applicable, and will invoice or credit (as applicable) Customer in accordance with Section 11.1 of the General Terms and Conditions for such payments TPS made to or received from CAISO or Third Parties for any Pass Through Amounts and settlement payments related to any other Transactions or Services to Customer, and for other charges and fees and settlement payments and Pass Through Amounts apportionable to Customer under the terms of this Agreement. Subject to the provisions of Article XI of the General Terms and Conditions, the Parties understand that TPS will not charge or credit Customer for such settlement charges and payments until TPS has been charged or credited for such payment. In addition, the Parties understand that when CAISO short pays or otherwise fails to pay TPS amounts related to the Resources or other Transactions, then TPS shall not be obligated to pay Customer such unpaid amounts until TPS has received such unpaid amounts due from CAISO. When paid by CAISO or a Third Party, TPS will credit any such payments received to Customer on the next invoice delivered by TPS to Customer pursuant to Article XI of the General Terms and Conditions herein. For the avoidance of doubt, receipt of payments from CAISO by TPS shall include receipt of payment in the form of credit or offset against other payment obligations owed to CAISO (to the extent permitted under the CAISO Protocols and Agreements). Customer shall reimburse TPS for all Pass Through Amounts assessed by CAISO or Third Parties to the extent related to the Resources or the Services. Customer shall pay all Pass Through Amounts assessed against TPS by CAISO, a transmission or distribution company, or regulatory authority, as applicable, to TPS. All Pass Through Amounts and CAISO settlement charges and payments shall be payment obligations of the applicable Party that shall be due and payable as provided in Article XI of the General Terms and Conditions. These obligations shall survive the expiration or earlier termination of this Agreement.
- 7.2 Reconciliation. Without limiting TPS's obligations under Section 2.8 of the Base Agreement, TPS will reconcile all CAISO statements and Pass Through Amounts related to the Resources and Transactions. If Customer disputes the accuracy of an invoice provided by TPS, Customer will raise the dispute with reasonable notice to TPS prior to any deadline for contesting such Settlement Statements established in the Governing Rules, or otherwise Customer shall be deemed to concur in the invoice's accuracy. In the event Customer has a question regarding a specific charge noted in any invoice, Customer may review the specific information related to such charge in the applicable supporting statement; *provided, however*, the exercise of this right shall not extend the then-applicable

period in which Customer must challenge any invoice. If Customer disputes the accuracy of any invoice relating to Pass Through Amounts, TPS agrees, upon Customer's election and at Customer's cost, to reasonably act on Customer's behalf in disputing Pass Through Amounts with CAISO or, if applicable, a Third Party, acting in accordance with the Governing Rules in pursuing such billing disputes, as applicable; *provided, however*, at any time in the dispute resolution process, TPS may cease such efforts to contest Pass Through Amounts in the event TPS determines in TPS's sole and reasonable judgment that (i) such Pass Through Amounts are correct, (ii) such dispute resolution is unlikely to be successful in adjusting the disputed Pass Through Amounts, or (iii) the cost or effort of continuing the pursuit of the dispute resolution process is unacceptable to TPS in TPS's commercially reasonable judgment. In such event, TPS will notify Customer of TPS's decision to abandon pursuit of the dispute resolution process in a reasonable time prior to abandoning the claim, and in the event an assignment of claims is permitted under the Governing Rules, TPS will assign the claim under dispute to Customer to enable Customer's independent pursuit of the claim. Without limiting TPS's obligations under Section 8.3 of the Base Agreement, Customer will be solely responsible for verifying the accuracy and calibration of the meter that is used to calculate Pass Through Amounts with CAISO. Customer and TPS will cooperate to provide any supporting data relating to the dispute in sufficient time for TPS to provide such data to CAISO under applicable Governing Rules. If the dispute resolution data is not submitted on time, or the dispute resolution is adverse to Customer, Customer shall pay all Pass Through Amounts based upon the CAISO data. TPS shall not be responsible to Customer for errors in meter data supplied by CAISO or any other source, if applicable, for use in settlement calculations. The obligations in this Section 7.2 shall survive the expiration or earlier termination of this Agreement.

ARTICLE VIII

TAXES

- 8.1 Taxes. The seller or distributor of a Product will pay or cause to be paid all taxes imposed by any Governmental Authority on, or with respect to, a Product or a Transaction arising prior to the Delivery Point, and the buyer of a Product shall pay, or cause to be paid, all taxes imposed by any Governmental Authority on, or with respect to, a Product or a Transaction arising at or after the Delivery Point.

Each Party must provide a state sales tax exemption form and a federal W-9 form to the other Party upon request. The Party failing to provide a sales tax exemption form will be liable for any state sales tax assessments on Transactions.

Each Party agrees to cooperate with the other Party in the event a state, municipality, or other relevant Governmental Authority ever audits or challenges a Party's compliance with the rules and regulations governing the payment of taxes related to a Product or Transaction under this Agreement. Furthermore, each Party agrees to indemnify the other Party for any taxes, penalties, late fees, or other charges a Party is required to pay a taxing authority for uncollected and owed taxes which were the responsibility of the other Party under this Agreement, or which arose due to (i) a Party's failure to provide appropriate exemption

certification or (ii) a Party's misrepresentation of any tax status. This provision shall survive the expiration or earlier termination of this Agreement and shall stay in full force and effect for five (5) years following the expiration or earlier termination of this Agreement.

ARTICLE IX

INSURANCE, INDEMNITIES, LIABILITIES AND WARRANTY DISCLAIMER

- 9.1 **INDEMNITIES.** SUBJECT TO THE LIABILITY LIMITATIONS SET FORTH IN SECTION 9.2 BELOW, EACH PARTY UNDERSTANDS AND AGREES THAT IT SHALL DEFEND, RELEASE, INDEMNIFY, AND HOLD THE OTHER PARTY HARMLESS FROM (I) ALL THIRD PARTY LIABILITIES, COSTS, CLAIMS, LOSSES, OR CAUSES OF ACTION ARISING FROM PERSONAL INJURY, PROPERTY LOSS, PROPERTY DAMAGE, OR DEATH, HOWEVER CAUSED, AND RELATED TO ANY EVENT, CIRCUMSTANCE, ACT OR INCIDENT FIRST OCCURRING OR EXISTING DURING THE PERIOD OF TIME WHEN CONTROL AND TITLE TO ANY PRODUCT IS VESTED IN SUCH INDEMNIFYING PARTY, OR (II) ANY OTHER THIRD PARTY LIABILITIES, COSTS, CLAIMS, LOSSES, OR CAUSES OF ACTION TO THE EXTENT CAUSED BY SUCH INDEMNIFYING PARTY'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.
- 9.2 **LIMITATION OF LIABILITY.** EXCEPT FOR INDEMNITIES PROVIDED IN SECTION 9.1 HEREOF, THE LIABILITY OF EACH PARTY TO THE OTHER PARTY FOR ANY CLAIM OR CAUSE OF ACTION RELATED TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT, ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, LOST PROFIT, LOST OPPORTUNITY, BUSINESS INTERRUPTION, OR EXEMPLARY DAMAGES FOR ANY CLAIM OR CAUSE OF ACTION RELATED TO THIS AGREEMENT, WHETHER ARISING FROM BREACH OF CONTRACT OR WARRANTY, INDEMNITY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTE, OR OTHERWISE. MOREOVER, NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EXCLUDING ANY LIABILITY FOR PAYMENTS OR CREDITS DUE TO CUSTOMER UNDER THE BASE AGREEMENT, UNLESS THE CLAIMS OR OBLIGATIONS ARE CAUSED BY TPS'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE, FOR ANY THREE (3) MONTH PERIOD OF SERVICES, THE LIABILITY OF TPS TO CUSTOMER FOR ANY OBLIGATIONS OR CLAIMS UNDER THIS AGREEMENT (INCLUDING INDEMNITIES) SHALL BE LIMITED TO A MAXIMUM OF THE SERVICE FEES RECEIVED BY TPS FROM CUSTOMER (I) WITH RESPECT TO THE FIRST THREE (3) MONTHS OF THE TERM, FOR THE MONTHS PRECEDING THE MONTH IN WHICH THE EVENT GIVING RISE TO THE CLAIM OCCURRED, AND THEREAFTER (II) FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE EVENT GIVING RISE TO THE CLAIM OCCURRED (THE "**DAMAGES CAP**"); *PROVIDED, HOWEVER*, ONCE ANY PORTION OF THE DAMAGES CAP HAS BEEN PAID OUT BY TPS IN SATISFACTION OF A CLAIM, SUCH PORTION THAT HAS BEEN PAID OUT SHALL BE DEDUCTED FROM THE

DAMAGES CAP OTHERWISE AVAILABLE TO SATISFY ANY SUBSEQUENT CLAIM(S) ARISING DURING SUCH PERIOD. FOR THE AVOIDANCE OF DOUBT, OTHER THAN WITH RESPECT TO TPS'S PAYMENT OBLIGATIONS EXPRESSLY EXCLUDED FROM THE LIMITATION OF LIABILITY ABOVE, TPS WILL NOT BE OBLIGATED TO PAY OUT IN THE AGGREGATE FOR CLAIMS IN ANY CONSECUTIVE THREE (3) MONTH PERIOD MORE THAN THE SERVICE FEES TPS HAS RECEIVED FROM CUSTOMER FOR SUCH THREE (3) MONTH PERIOD. FOR THE AVOIDANCE OF DOUBT, ANY PAYMENTS MADE BY INSURERS IN CONNECTION WITH TPS'S PAYMENT OBLIGATIONS AND/OR LIABILITIES TO CUSTOMER UNDER THIS AGREEMENT SHALL BE DEEMED TO BE PAYMENTS OF TPS FOR PURPOSES OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THIS SECTION 9.2 OF THE GENERAL TERMS AND CONDITIONS. ¹

- 9.3 WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. TPS DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. TPS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT THE PROVISION OF SERVICES WILL ALWAYS BE EXECUTED WITHOUT HUMAN ERRORS OR OMISSIONS.
- 9.4 ADDITIONAL INDEMNITIES. AN INDEMNIFYING PARTY'S INDEMNITY OBLIGATIONS, AND ANY WAIVERS AND RELEASES OF CLAIMS IN THIS AGREEMENT WILL EXTEND TO THE INDEMNIFIED PARTY, ITS AFFILIATED COMPANIES, INCLUDING ANY ENTITY CONTROLLING, UNDER THE CONTROL OF, OR UNDER COMMON CONTROL WITH SUCH PARTY, TO THE RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OWNERS, SHAREHOLDERS AND INSURERS OF EACH THEREOF, AND CUSTOMER'S MEMBER AGENCIES.
- 9.5 Survival. The provisions of this Article IX shall survive the expiration or earlier termination of this Agreement.
- 9.6 Insurance. TPS shall maintain insurance coverage consistent with the following:
- (a) Terms and Provisions of Policies. All policies of insurance will:
- (i) provide that TPS or its insurer(s) will provide thirty (30) days advance written notice of cancellation except ten (10) days' notice for cancellation due to nonpayment of premium;

- (ii) if Customer requests in writing, with the exception of worker's compensation/employer liability, the following will be included as additional insureds: Customer; the directors, officers, employees, and agents of Customer; and the successors and assigns of all of the foregoing (the "**Additional Insureds**");
 - (iii) with the exception of worker's compensation/employer liability insurance be primary to and not excess to or on a contributing basis with any insurance or self-insurance maintained by any Additional Insured(s);
 - (iv) as to policies required by this Agreement to include Additional Insureds, provide for severability of interests or cross liability as to all insureds (whether named or otherwise); and
 - (v) be issued by insurance carriers rated no less than A-VII by A.M. Best.
 - (vi) All required insurance coverages, shall contain or be endorsed to waive subrogation in favor of the Customer, its officials, officers, employees, agents, and volunteers or shall specifically allow TPS or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. TPS hereby waives its own right of recovery against Customer.
- (b) Specific Coverages. TPS shall maintain the following insurance policies:
 - (i) Commercial General Liability with a combined single limit of one million Dollars (\$1,000,000) per occurrence and an annual aggregate limit of two million Dollars (\$2,000,000);
 - (ii) Comprehensive Automobile Liability, with a combined single limit of one million Dollars (\$1,000,000);
 - (iii) Workers' Compensation, in statutorily required amount(s), and employer's liability insurance of not less than one million Dollars (\$1,000,000) for each instance, provided that if TPS is not required by law to, and does not, carry Workers' Compensation Insurance, TPS shall execute and deliver to Customer a Worker's Compensation Insurance waiver provided by Customer; and
 - (iv) Umbrella Excess Liability of than two million Dollars (\$2,000,000) per occurrence and in the aggregate. Such coverage shall be over and above the insurance required in (i), (ii) and the employer's liability requirement in (iii) and shall not contain endorsements that restrict coverages described in this Section.
- (c) Insurance Coverage; Miscellaneous. Notwithstanding anything to the contrary in this Agreement, the liabilities of TPS under this Agreement shall not be terminated, reduced, or otherwise limited by any expiration or termination of insurance coverages.

- (d) The limits of insurance required herein may be met by any combination of primary and excess liability policies.

ARTICLE X

NOTICES

- 10.1 Notices. Unless otherwise provided in this Agreement, any notices given under this Agreement must be in writing and personally delivered or sent by electronic mail or United States mail to such Persons or locations designated on Exhibit B and shall be deemed given and effective when delivered by hand or upon:
- (a) three (3) Business Days after such notice is deposited in the United States mail with postage prepaid for transmittal by registered or certified mail, return receipt requested;
 - (b) one (1) Business Day after such notice is placed in the hands of a recognized commercial mail or courier service for overnight delivery; or
 - (c) the Business Day on the date such notice was sent by email with confirmation of receipt of such email by confirmed email transmission, provided that such receipt occurred during Business Hours of such Business Day. For email transmissions received after such Business Hours of such Business Day at the receiving location, notice shall be deemed effective upon the opening of Business Hours of the next Business Day.

For the avoidance of doubt, either Party may update its notice information contained in Exhibit B at any time without the need for a formal amendment by sending written notice to the other Party in accordance with this Section 10.1.

ARTICLE XI

BILLING; PAYMENT; CREDIT

- 11.1 Invoices. For the convenience of the Parties, and to allow for netting of payment obligations pursuant to Section 11.4 of the General Terms and Conditions, the Parties agree to invoice net amounts due under this Agreement in a single Monthly invoice as provided herein. All Services hereunder and Transactions hereunder will be accounted for consistent with the settlement procedures set by the Governing Rules. The accounting period for the Services, Transactions, and CAISO settlements will be one (1) Month. TPS's Monthly invoices will detail the Services and quantity of Products scheduled, and imbalance charges scheduled and settled for Customer under this Agreement during the applicable billing Month together with any adjustments for prior Months' Services, Customer's Transactions or other Transactions to account for revised settlement billing statements received from Third Parties and from CAISO, which invoice shall contain such detail and substantiating documentation as Customer may reasonably request, and any applicable Pass Through Amounts. In the event a CAISO statement conflicts with Customer's or TPS's records, the CAISO statement will govern subject to any dispute timely raised by

the Parties for submission to the CAISO regarding such statement; *provided, however*, that submission of a dispute shall not relieve a Party of its payment obligation until such dispute is resolved, and only to the extent adjustments are made to amounts owed. TPS's invoice will show the amount that each Party owes (or is owed) pursuant to this Agreement. Invoices may be based upon estimated quantities, costs and prices and adjusted by subsequent invoices once actual quantities, costs and prices become known, pursuant to the Settlement Process.

- 11.2 Payment Date. All payments to either Party, as set forth in the TPS invoices, shall be made by ACH or wire transfer on or before the Due Date.
- 11.3 Late Payment. Amounts owed, but not paid on or before the Due Date will be payable with interest at the Interest Rate calculated daily from the Due Date until payment is received; *provided, however*, for payments from CAISO or a Governmental Authority, TPS will pass through to Customer only such interest payments received from CAISO or the Governmental Authority for payments due Customer.
- 11.4 Offset. In the event that Customer and TPS are each required to pay an amount to the other in the same Month pursuant to this Agreement, then such amounts will be aggregated, and the Parties will discharge their obligations to pay through offset. In such an offset, the Party owing the greater aggregate amount will pay to the other Party the net difference between the amounts owed. The Parties agree that this Agreement constitutes a master netting agreement for purposes offsetting such payments under this Agreement.
- 11.5 Billing Disputes. In the event Customer, in good faith, disputes any TPS invoice, Customer shall provide TPS with written notice of the disputed amounts, together with a statement describing the particulars of the dispute including the calculations with respect to any errors or inaccuracies, and any such amounts (other than Pass Through Amounts) so disputed shall not be required to be paid until resolution of the dispute. TPS agrees to work diligently with Customer to clarify and/or correct any error or suspected errors on the invoices before the Due Date. Except to the extent that TPS agrees that any Pass Through Amount is not due, the Party owing any amount shall pay all amounts of Pass Through Amounts assessed pursuant to Section 8.3 of the Base Agreement, even if disputed, set forth in the TPS invoice on or before the Due Date. If it is subsequently determined that Customer has overpaid or underpaid amounts actually due, the Parties will make any necessary adjustments within ten (10) Days after determination of any overpayment or underpayment. Subject to Section 11.3 of the General Terms and Conditions, the Party in receipt of any overpayments shall refund such overpayments with interest accrued at the Interest Rate from the date payment was received. The obligations under this Section 11.5 will survive the expiration or earlier termination of this Agreement.
- 11.6 Credit Terms.
 - (a) TPS Credit Support and Limits. Customer's obligation to utilize and continue TPS's Services under this Agreement is conditioned upon TPS satisfying Customer's credit policies and requirements. If at any time during the Term Customer incurs any Credit Exposure to TPS, Customer may request, and upon

receiving such request, TPS shall promptly cause to be delivered to Customer a guaranty of payment duly executed by Tenaska Energy Holdings, LLC (“**TEH**”) and Tenaska Energy Inc. (“**TEI**” and together with TEH, the “**Tenaska Guarantors**”) in the amount of ten million Dollars (\$10,000,000.00 USD), in favor of Customer in a form agreed to by the Parties (the “**Tenaska Guaranty**”), and TPS shall cause the Tenaska Guaranty to remain in full force and effect until TPS no longer has any remaining obligations under this Agreement. If at any time (i) TPS fails to maintain the Tenaska Guaranty in accordance with this Section, or (ii) the liability limit of the Tenaska Guaranty is less than Customer’s Credit Exposure to TPS, Customer shall have the right to request additional adequate Credit Support in an amount sufficient to secure Customer’s Credit Exposure to TPS. A failure by TPS to provide such additional adequate Credit Support pursuant to this Section 11.6(a) within five (5) Business Days of receiving a request hereunder will be an Event of Default pursuant to Section 12.1(a) of the General Terms and Conditions.

- (b) Customer Credit Support and Limits. TPS’s obligation to provide Services hereunder is conditioned upon Customer’s compliance with TPS’s credit policies and requirements. Customer shall provide TPS with adequate assurance of its creditworthiness prior to the Commencement Date and shall provide adequate Credit Support throughout the Term to cover TPS’s Credit Exposure to Customer. Upon request, Customer shall promptly provide quarterly, annual, and other financial data as reasonably requested to enable TPS to monitor Customer’s ongoing creditworthiness. If at any time during the Term, TPS’s Credit Exposure to Customer, less any Credit Support held by TPS, exceeds the Customer Threshold, then TPS shall have the right to request additional adequate Credit Support in an amount sufficient to secure TPS’s Credit Exposure to Customer above the Customer Threshold. A failure by Customer to provide Credit Support pursuant to this Section 11.6(b) within five (5) Business Days of receiving a request hereunder will constitute an Event of Default pursuant to Section 12.1(a) of the General Terms and Conditions. Unless TPS has received Credit Support to cover its Credit Exposure to Customer above the Customer Threshold, TPS shall not be obligated to perform or receive, as the case may be, any Services or Transactions under this Agreement and may suspend performance until adequate Credit Support is provided.
- (c) Grant of Security Interest/Remedies. To secure its obligations under this Agreement and to the extent either or both Parties deliver Credit Support hereunder, each Party (a “**Pledgor**”) hereby grants to the other Party (the “**Secured Party**”) a present and continuing security interest in, and lien on (and right of setoff against), and assignment of, all cash collateral and cash equivalent collateral and any and all proceeds resulting therefrom or the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of, such Secured Party, and each Party agrees to take such action as the other Party reasonably requires in order to perfect the Secured Party’s first-priority security interest in, and lien on (and right of setoff against) such collateral and any and all proceeds resulting therefrom or from the liquidation thereof. Upon TPS’s receipt of settlement payments from CAISO, the settlement payments shall be deemed Credit Support posted by Customer until

disbursed to Customer by TPS under Section 11.2 of the General Terms and Conditions. Upon or any time after the occurrence or deemed occurrence and during the continuation of an Event of Default, the Non-Defaulting Party may do any one or more of the following: (i) exercise any of the rights and remedies of a Secured Party with respect to all Credit Support including any such rights and remedies under law then in effect; (ii) exercise its rights of setoff against any and all property of the Defaulting Party in the possession of the Non-Defaulting Party or its agent; (iii) draw on any outstanding letter of credit issued for its benefit; and (iv) liquidate all Credit Support then held by or for the benefit of the Secured Party free from any claim or right of any nature whatsoever of the Defaulting Party including any equity or right of purchase redemption by the Defaulting Party. The Secured Party shall apply the proceeds of the Credit Support realized upon the exercise of any such rights or remedies to reduce the Pledgor's obligations under this Agreement (the Pledgor remaining liable for any amounts owing to the Secured Party after such application), subject to the Secured Party's obligation to return any surplus proceeds remaining after such obligations are satisfied in full.

11.7 Maintenance of Records; Audit.

- (a) TPS and Customer shall each maintain in accordance with Prudent Industry Practice complete, accurate and up-to-date supporting records that are pertinent to the Services and payment obligations hereunder, including all Pass Through Amounts. TPS shall ensure that such supporting books and records are distinguishable from TPS's other Scheduling Coordinator activities. The Parties shall each retain such books and records for a minimum of four (4) years after the Term, or if longer, the relevant period required by Applicable Laws or Governing Rules.
- (b) Each Party has the right, at its sole expense and during Business Hours and upon reasonable written notice to the other Party, to examine the records of the other Party or its own records as necessary to verify the accuracy of any invoice, charge, or computation made pursuant to this Agreement. If any such examination reveals any inaccuracy in any invoice, the necessary adjustments in such invoice and the payments thereof shall be promptly made together with interest at the Interest Rate, if applicable, from the original date of payment provided, that no adjustment for any invoice or payment shall be made unless objection to the accuracy thereof was made prior to the lapse of two (2) years from the date that the disputed invoice was delivered and provided further, that no adjustment will be made to invoices or summaries related to CAISO Settlement Statements that CAISO has deemed final under the Governing Rules. Notwithstanding anything in this Agreement to the contrary, adjustments to any invoice may be made up to four (4) years from the date that the particular Transactions or Services were completed to adjust for (i) corrections made by CAISO to prior CAISO statements and/or (ii) tax claims. This paragraph of this Agreement shall survive the expiration or earlier termination of this Agreement for a period of four (4) years from the date of such expiration or earlier termination of this Agreement for the purpose of the right to examine records and such invoice and payment objections and corrections.

11.8 True-Up/Credit Provisions.

- (a) The Parties understand and agree that CAISO issues, revises, and restates its Settlement Statements in accordance with the Governing Rules (the “Settlement Process”). To accommodate the Settlement Process, the Parties agree that either Party may raise a dispute with respect to any statement or payment after other applicable deadlines for disputing such statement or payment have passed so long as such dispute is raised no later than ten (10) Days following the date of the relevant CAISO Settlement Statement. In each Month’s invoice to Customer, TPS will include any revisions or corrections to prior Months’ invoices arising from CAISO’s Settlement Process. The Parties agree and understand that CAISO’s Settlement Process could result in Customer owing additional payments to TPS or being owed payments by TPS. Upon receipt of each invoice and no later than the Due Date, Customer shall pay TPS any amounts owed, and TPS shall pay Customer any amounts owed, which arise from CAISO’s Settlement Process. No invoice rendered by TPS to Customer under this Agreement shall be final until and unless CAISO has determined that no further restatement or resettlement of such Month shall occur and TPS has transmitted an invoice to Customer for that Month, reflecting any and all CAISO Settlement Statements applicable to that Month.
- (b) Upon the expiration or earlier termination of this Agreement, TPS will make a good faith estimate of any amounts by which CAISO may adjust prior Settlement Statements during the Settlement Process for Months of Service under this Agreement, and will advise Customer of such estimated amounts. The Party owed the greater aggregate amount, provided that such amount exceeds fifty thousand Dollars (\$50,000), may demand reasonable security of performance pursuant to Section 11.6 of the General Terms and Conditions and upon request, the Party estimated to owe the greater aggregate amount shall provide such Credit Support acceptable to the requesting Party in its reasonable discretion. TPS will continue to transmit settlement invoices to Customer, as described herein. Upon receipt of each invoice and not later than the Due Date, Customer shall pay TPS any amounts owed, and TPS shall pay Customer any amounts owed, which arise from CAISO’s Settlement Process. This Section 11.8 shall survive the expiration or earlier termination of this Agreement until CAISO’s Settlement Process for Months of Service under this Agreement is complete, invoices have been issued to Customer, and payments between the Parties have been resolved.

- 11.9 Statements Received after Termination of this Agreement. After the expiration or earlier termination of this Agreement, if TPS receives any statements from CAISO or Third Parties, whether adjustments or revisions, attributable to Transactions or Services under this Agreement, TPS will invoice Customer accordingly. TPS will continue to send Monthly invoices to Customer reflecting any revisions, corrections, or adjustments to prior Months’ statements from CAISO or Third Parties until TPS has transmitted final invoices which reflect all corrections for each Month made by any Third Party, applicable to Customer for such Month. For each invoice provided to Customer after the expiration or earlier termination of this Agreement, Customer shall pay TPS any amounts owed, and

TPS shall pay Customer any amounts owed, as the case may be, by the Due Date. This Section 11.9 shall survive the expiration or earlier termination of this Agreement until accounting and billing for all Transactions and Services for all Months of Service under this Agreement are complete, invoices have been issued to Customer, and payments between the Parties have been resolved.

ARTICLE XII

DEFAULTS AND REMEDIES

12.1 **Events of Default.** A Party will be in default under this Agreement upon the occurrence of any one or more of the following events (each an “**Event of Default**”):

- (a) the failure by a Party to make a timely payment of any amounts due or provide required Credit Support to the other Party under this Agreement;
- (b) the failure of a Party to perform its obligations under this Agreement; which failure causes CAISO to suspend or disqualify a Resource or TPS from continued CAISO participation;
- (c) the breach of any representation or warranty of such Party that results in a material adverse impact on the other Party, or the failure by such Party to materially perform any other provision of this Agreement, which failure is not excused by the terms of this Agreement;
- (d) the appointment (voluntary or involuntary) of a receiver or liquidator or trustee of such Party or of any of the property of such Party by order of a court of competent jurisdiction;
- (e) the filing of a petition or consent seeking relief or assisting in seeking relief in a proceeding under any of the provisions of federal or state bankruptcy or insolvency laws, as any such laws now exist or as those laws may be amended, or the filing of an answer admitting the material allegations of a petition filed against it in such proceeding; the general assignment by such Party for the benefit of its creditors; or the admission by a Party in writing of its inability to pay its debts generally as they become due;
- (f) **Reserved**; and/or
- (g) the commission of a fraudulent act or omission by a Party in the performance of its obligations hereunder.

12.2 **Rights of Non-Defaulting Party.** If an Event of Default shall have occurred and is continuing with respect to a Party (the “**Defaulting Party**”), the Party not subject to the Event of Default (the “**Non-Defaulting Party**”) shall have the right to take any one or more of the following actions:

- (a) upon the occurrence of an Event of Default as specified in Sections 12.1(a), 12.1(b), 12.1(d), 12.1(e), or 12.1(g), to suspend performance immediately and without

notice; provided however, with regard to an Event of Default as specified in Section 12.1(a) where such an Event of Default is the failure by a Party to make a timely payment of any amounts due under this Agreement, the Non-Defaulting Party may suspend performance upon three (3) Business Days' notice to the Defaulting Party;

- (b) upon the occurrence of an Event of Default as specified in Section 12.1(c), upon three (3) Business Days' notice, to suspend performance of any obligation which, if performance continued, would expose the Non-Defaulting Party to material risks or material unrecovered costs;
- (c) upon the occurrence of an Event of Default as specified under Sections 12.1(a), 12.1(b), or 12.1(g), to terminate this Agreement by giving the Defaulting Party written notice setting forth a description of the Event of Default and designating a termination date, provided that the Defaulting Party shall have three (3) Business Days after the date of such notice in which to cure the Event of Default;
- (d) upon the occurrence of an Event of Default as specified under Section 12.1(c), to terminate this Agreement by giving the Defaulting Party written notice setting forth a description of the Event of Default and designating a termination date, provided that the Defaulting Party shall have fifteen (15) Days after the date of such notice in which to cure the Event of Default;
- (e) upon the occurrence of an Event of Default as specified in Sections 12.1(d) or 12.1(e), to terminate this Agreement immediately and without notice;
- (f) to pursue collection of direct, actual damages and seek any other remedy at law or in equity (except to the extent limited by, or waived under, this Agreement);
- (g) to pursue collection of reasonable attorney's fees and costs if any action is brought to enforce any term or provision of this Agreement or collect amounts due (whether at the trial court level or any appeal therefrom); and/or
- (h) to pursue any other remedy provided under this Agreement.

12.3 Acceleration of Amounts Due. If a termination of this Agreement occurs pursuant to this Article XII, the Non-Defaulting Party may accelerate all amounts owing between the Parties, offset amounts owed by the Defaulting Party against amounts due the Defaulting Party and against any Credit Support held between the Parties, and liquidate and terminate all Services, Transactions and/or scheduled quantities of Products where commercially reasonable to do so. To the extent applicable, where scheduled Transactions or scheduled quantities cannot be liquidated or terminated in a commercially reasonable manner, or may not be liquidated and terminated without causing a breach of any contract with a Third Party under which such scheduled Transactions or scheduled quantities have been committed, then this Agreement will continue in force as to those scheduled Transactions and scheduled quantities for the duration of the contractual commitment to Third Parties.

ARTICLE XIII
FORCE MAJEURE

- 13.1 Force Majeure. Subject to Section 13.2 of the General Terms and Conditions, neither Party will be considered to be in default in the performance of any obligations under this Agreement (other than the obligation to make a payment of amounts owed) to the extent and for the duration that such failure of performance results from Force Majeure. The term “**Force Majeure**” means causes that are beyond the reasonable control of the Party affected that, by exercise of due diligence, such Party could not reasonably have been expected to avoid and that, by exercise of due diligence, it has been unable to overcome and not the result of the fault or negligence of such Party including, but not limited to: flood, earthquake, tornado, hurricane, storm, or fire; acts of terrorism; civil disobedience, strikes, or other labor dispute; labor or material shortage; sabotage; pandemic, epidemic or other public health emergency; restraint, order, rule, or regulation of any court, governmental body, or public authority, including CAISO (whether valid or invalid); material equipment malfunction or failure not caused by the act or omission of the Party claiming Force Majeure (including computer hardware or software malfunction) and not reasonably susceptible to cure by the exercise of diligent efforts by the Party claiming Force Majeure.
- 13.2 Due Diligence. No Party, however, shall be relieved of liability for failure of performance hereunder based on Force Majeure if such failure is due to causes arising out of its own negligence or due to removable or remediable causes which it fails to remove or remedy within a reasonable time period. A Party claiming Force Majeure will exercise due diligence to overcome the Force Majeure event. Either Party rendered unable to fulfill any of its obligations under this Agreement by reason of Force Majeure shall give prompt written notice of such fact to the other Party and shall exercise due diligence to remove such inability with all reasonable dispatch.
- 13.3 Obligations During Force Majeure. Notwithstanding any other provisions as stated in this Article XIII, an event of Force Majeure does not relieve a Party of any of its obligations under the Governing Rules and this Agreement that the Party can reasonably perform during a Force Majeure event, and does not excuse a Party of its obligations to make payments for obligations arising prior to the Force Majeure event, or of any payment obligations for non-performance arising pursuant to the Governing Rules and this Agreement.

ARTICLE XIV
CONFIDENTIALITY

- 14.1 Confidentiality.
- (a) Subject to the remaining provisions of this Section 14.1, each Party agrees, for itself, its Affiliates, and its Representatives, to keep confidential this Agreement, all negotiations concerning this Agreement, and all other information furnished by either Party related to schedules, Services, credit and financial obligations, and Transactions under this Agreement (“**Confidential Information**”); *provided,*

however, such confidentiality obligation will expire five (5) years immediately following the expiration or earlier termination of this Agreement.

- (b) The receiving Party, its Affiliates, and its Representatives shall not disclose any Confidential Information to any Third Party without the prior written consent of the disclosing Party unless requested or required by a Governmental Authority or self-regulatory organization or as permitted in accordance herewith; provided that a Party may, without such prior written consent, disclose Confidential Information to any Affiliate, Representative, current or future financing sources, insurer, auditor, or potential purchaser of or investor in a Party and its parent or Affiliates who need to know such information and who agree to keep such Confidential Information confidential on terms no less restrictive, as a whole, than those set forth in this Section 14.1; provided further that each Party shall be responsible for the compliance with this Section 14.1 by all such Persons with whom it shares such Confidential Information in accordance with the immediately foregoing proviso.
- (c) In the event any Party is requested or required to disclose Confidential Information by Applicable Laws including, but not limited to a request for disclosure under the California Public Records Act (California Government Code Section 7920.000, et seq.) or by a Governmental Authority having or purporting to have jurisdiction over the Party, to the extent permitted by law, such Party shall notify the other Party prior to any disclosure so as to allow the other Party to resist such disclosure before the Governmental Authority and/or to seek appropriate protection from further disclosure.
- (d) The Parties agree that disclosure of Confidential Information in breach of the confidentiality provisions of this Agreement constitutes an irreparable injury and that injunctive relief is an appropriate remedy to prevent the unwarranted disclosure of any Confidential Information.
- (e) The confidentiality provisions of this Agreement will not apply to any information (i) the receiving Party developed independently without using the Confidential Information, (ii) that was in the public domain at the time of disclosure hereunder, (iii) that passes into the public domain by acts other than the acts of or caused by the Party receiving said Confidential Information, or (iv) that thereafter is disclosed to the receiving Party by a Third Party; provided that the receiving Party does not know (or has no reasonable basis to know) that the information was received or disclosed unlawfully.

ARTICLE XV

REPRESENTATIONS AND WARRANTIES

- 15.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party at all times during the Term that:

- (a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction under which it is organized and is authorized to do business in the State of California;
- (b) it has the full power and authority to enter into this Agreement and perform all of the specified obligations, representations, warranties, and covenants under this Agreement;
- (c) the execution, delivery, and performance of this Agreement have been duly authorized by all requisite action of its governing body, and the Person signing this Agreement on its behalf was duly authorized to execute and deliver this Agreement on its behalf;
- (d) it has obtained, or will obtain prior to the Commencement Date, all required licenses, registrations, certifications, Permits, and other authorizations; and has taken, or will take prior to the Commencement Date, all actions required by Applicable Law, the Governing Rules or governmental regulations with the exception of licenses, registrations, certifications, Permits, or other authorizations that do not materially affect performance under this Agreement;
- (e) it is not in violation of any contracts, laws, ordinances, or governmental rules, regulations, or orders of any Governmental Authority or arbitration board materially affecting performance of this Agreement and to which it is subject;
- (f) it is not bankrupt, does not contemplate becoming bankrupt nor, to its knowledge, will become bankrupt;
- (g) it is solely responsible for keeping itself informed of and understanding its respective responsibilities under the Governing Rules and any laws, rules, regulations, and tariffs approved by any Governmental Authority with jurisdiction over the matters specified herein; and
- (h) it is not registered as a commodity trading advisor under the U.S. Commodity Exchange Act and is not holding itself out as in the business of advising others as to the value or advisability of trading swaps, options, futures or cash settled forwards or any other commodity transaction. Any oral or written communications by TPS with respect to this Agreement are not intended to be commodity trading advice.

15.2 Additional Customer Representations and Warranties. Customer represents and warrants that Customer will work in good faith with TPS to make, prior to the Commencement Date, all required registrations with, and receive any necessary qualifications from, CAISO to perform this Agreement.

15.3 Additional TPS Representations and Warranties. TPS represents and warrants that (i) TPS is qualified as a Scheduling Coordinator with CAISO and, prior to the Commencement Date and during the Term, will be authorized by CAISO to represent the Resources,

communicate, schedule, and settle Transactions with CAISO and (ii) TPS has made or will make prior to the Commencement Date all other required registrations with, and received all other required certifications and approvals from, the CPUC, and has made all other required registrations with, and received any other necessary qualifications from, CAISO to perform this Agreement.

ARTICLE XVI

MISCELLANEOUS

- 16.1 **Disclaimer.** This Agreement does not constitute, create, or otherwise recognize the existence of a joint venture, association, partnership, or other formal business organization of any kind among the Parties, and the rights and obligations of the Parties will be limited to those set forth in this Agreement.
- 16.2 **Assignment.** Neither Party will assign this Agreement or its rights hereunder without the prior written consent of the other Party, which consent may not be unreasonably withheld, conditioned or delayed; *provided, however*, either Party may, without the consent of the other Party (and without relieving itself from liability hereunder), (i) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements, except to the extent it has granted the other Party a security interest in such accounts, revenues or proceeds, (ii) transfer or assign this Agreement to an Affiliate of such Party so long as such Affiliate's creditworthiness as of the date of such proposed transfer or assignment is equal to or higher than that of such Party or the Guarantor, if any, for such Party, or the obligations of such Affiliate are guaranteed by such Party or its Guarantor, if any, for such Party, or the obligations of such Affiliate are guaranteed by such Party or its Guarantor, if any, in accordance with a guaranty agreement in form and substance satisfactory to the other Party, or (iii) transfer or assign this Agreement to any Person or entity succeeding to all or substantially all of the assets of such Party whose creditworthiness is equal to or higher than that of such Party or its Guarantor, if any; *provided, however*, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof and so long as the transferring Party delivers such tax and enforceability assurance as the non-transferring Party may reasonably request and, in the case of TPS, the assignee possesses all licenses and expertise (including Scheduling Coordinator status) necessary to perform all obligations of TPS under this Agreement. Any purported assignment in contravention of this Section shall be null and void and the non-assigning Party is not obligated to recognize the purported assignment of this Agreement.
- 16.3 **Governing Law; Jury Trial Waiver; Expenses.** This Agreement and all matter and claims arising under or relating to this Agreement is governed by and construed in accordance with the laws of the State of California. With respect to any suit, action or proceedings relating to this Agreement ("**Proceedings**"), each Party irrevocably submits to the exclusive jurisdiction of the courts of the State of California and the United States District Court located in Sacramento County, and waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any

jurisdiction over such party. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM OR PROCEEDING RELATING TO THIS AGREEMENT. EACH PARTY (i) CERTIFIES THAT NO REPRESENTATIVE, AGENT, OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF SUCH A SUIT, ACTION, CLAIM OR PROCEEDING, SEEK TO ENFORCE THE FOREGOING WAIVER AND (ii) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION. IF EITHER PARTY BRINGS ANY LEGAL ACTION TO ENFORCE ITS RIGHTS UNDER THIS AGREEMENT OR SEEKS ENFORCEMENT UNDER THE TERMS OF ANY CREDIT SUPPORT PROVIDED BY THE OTHER PARTY, THE PREVAILING PARTY SHALL BE ENTITLED TO REIMBURSEMENT FROM THE OTHER PARTY OF REASONABLE ATTORNEYS' FEES AND LITIGATION COSTS AND EXPENSES, INCLUDING WITNESS FEES OF ANY KIND, IN AN AMOUNT TO BE DETERMINED BY THE APPLICABLE COURT OR BY AGREEMENT OF THE PARTIES.

- 16.4 Counterparts. This Agreement may be executed in multiple counterparts, including PDF documents exchanged by electronic mail, each one of which will be considered an original Agreement, but all of which together will constitute one and the same instrument.
- 16.5 Waiver. No waiver by either Party of any one or more defaults by the other in the performance of any provisions of this Agreement will operate or be construed as a waiver of any other default or defaults, whether of a like kind or different nature. The rights and remedies of the Parties are cumulative and not alternative. Neither any failure nor any delay by any Party in exercising any right, power or privilege hereunder will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. Failure by a Party to enforce any of the terms, covenants, conditions or other provisions of this Agreement at any time will not in any way affect, limit, modify or waive that Party's right thereafter to enforce strict compliance with every term, covenant or condition of this Agreement, notwithstanding any course of dealing or custom of the trade.
- 16.6 Amendments. This Agreement shall not be amended without the written consent of both Parties.
- 16.7 Severability. Any provision, article, or section declared or rendered unlawful by a court of law or regulatory agency with jurisdiction over the Parties, or deemed unlawful because of a statutory change, will not otherwise affect the other lawful obligations that arise under this Agreement. In the event any provision of this Agreement is declared invalid, the Parties will promptly negotiate to restore this Agreement as near as possible to its original intent.

- 16.8 Entire Agreement. This Agreement contains the entire understanding and agreement between the Parties with respect to the subject matter of this Agreement and supersedes all previous communications, negotiations and agreements, whether oral or written, between the Parties with respect to such subject matter.
- 16.9 Headings. The section headings of this Agreement are for convenience of reference only, and do not form a part of this Agreement, and do not in any manner modify, interpret, or construe the intent or agreement of the Parties.
- 16.10 Recordings. Each Party consents to the recording and retention of any telephone conversations, e-mail or electronic message between the Parties ("**Recording**"), and each Party will obtain any required consents to such Recordings from such Party's affected personnel, contractors, or agents. Subject to other applicable rules of evidence, such as the rule of relevance, the contents of such Recording transmitted between the Parties concerning this Agreement, may be utilized to determine the intent of the Parties in any dispute arising under this Agreement, and such Recording will be deemed a written business record of any information, confirmation, consent, bid, authorization, instruction, notice, or Transaction under this Agreement, which may be submitted in evidence in any proceeding or action related to this Agreement. Each Party waives objection to the admission in court of such Recording based on the "Best Evidence Rule" or other legal principles. Such Recording will be the controlling evidence of the Parties' agreement with respect to any particular information, confirmation, consent, notice, or Transaction in the event a written confirmation of that information, confirmation, consent, notice, or Transaction is not fully executed or accepted by both Parties. A written confirmation executed by both Parties will prevail over a Recording of a Transaction. Each Party waives any further notice of monitoring or recording and agrees to notify its officers and employees and obtain any required consent to any such monitoring or recording.
- 16.11 Imaged Agreement. Any original executed Agreement, confirmation or other related document, or telephonically recorded transaction, or transaction tape, may be digitally recorded, photocopied and stored on computer tapes and disks (the "**Imaged Agreement**"). The Imaged Agreement, if introduced as evidence on paper, the confirmation if introduced as evidence in automated facsimile form, the Recording, if introduced as evidence in its original form and as transcribed onto paper, and all computer records of the foregoing, if introduced as evidence in printed format, in any judicial, arbitration, mediation or administrative proceedings, will be admissible as between the Parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither Party will object to the admissibility of the Recording, the confirmation or the Imaged Agreement (or photocopies of the transcription of the Recording, the confirmation or the Imaged Agreement) on the basis that such were not originated or maintained in documentary form under the hearsay rule, the best evidence rule or other rule of evidence.
- 16.12 Survival of Contract Terms. In addition to Sections of this Agreement which specifically state that they shall survive the expiration or earlier termination of this Agreement, the Parties also agree that these General Terms and Conditions shall survive the expiration or earlier termination of this Agreement as and to the extent necessary to give proper effect

to the intent of the Parties with respect to their respective rights and obligations arising prior to the expiration or earlier termination of this Agreement.

- 16.13 No Fiduciary Duty. Both Parties recognize the commercial nature of this Agreement and neither Party will owe any essential fiduciary duty to the other Party or any Third Party with respect to the performance of any of its obligations hereunder. The Parties hereby waive, to the fullest extent permitted by Applicable Law, any and all fiduciary duties that, absent such waiver, may be implied by law, and in doing so, recognize, acknowledge and agree that their duties and obligations to one another are only as expressly set forth in this Agreement. Customer acknowledges and agrees that this Agreement shall not preclude TPS from providing services or making sales of a like nature to any other Person, either currently or in the future. TPS may, notwithstanding this Agreement, engage in whatever activities it may choose, including providing the same or similar sales or services in the same geographic region (or other competing activities) for its own account (or for the account of others). Neither this Agreement nor any activity undertaken related to this Agreement will prevent TPS from engaging in such activities, or require TPS to disclose the same.
- 16.14 Joint Preparation of Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event any ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.
- 16.15 No Public Utility Designation. Each Party agrees that it shall not claim in any bankruptcy proceeding related to such Party that the other Party is serving as a public utility for such Party by selling Energy or providing Services under this Agreement.
- 16.16 Exclusion of Third Party Rights. The provisions of this Agreement will not impart rights enforceable by any Person or entity not a Party or bound as a Party hereto unless such Person or entity is a permitted successor or assignee of a Party bound by this Agreement, and the Parties do not intend to create any Third Party beneficiary under this Agreement, except to the extent (i) security interests in this Agreement have been granted to a Party's lenders, and (ii) certain rights to raise contractual rights and/or defenses under this Agreement have been extended to a Party's Guarantor under any guaranty provided as Credit Support hereunder.
- 16.17 No Recourse to Customer's Member Agencies. Customer is organized as a Joint Powers Authority in accordance with the Joint Exercise of Powers Act of the State of California (Government Code Section 6500, et seq.) pursuant to its Joint Powers Agreement and is a public entity separate from its constituent members. Customer shall solely be responsible for all debts, obligations and liabilities accruing and arising out of this Agreement. TPS shall have no rights and shall not make any claims, take any actions or assert any remedies against any of Customer's Member Agencies, or the employees, directors, officers, consultants or advisors of Customer or its Member Agencies, in connection with this Agreement.

EXHIBIT A
RESOURCE INFORMATION

Resource Name:	Tumbleweed Energy Storage
Location:	Kern County, CA
CAISO Resource ID:	TUMBWD_2_WISBT4
Capacity and Type of Resource:	75 MW / 600 MWh BESS
Unit SCID:	TBD
Portion of total CAISO Net Qualifying Capacity of Resource:	100%; 75.0 MW
Resource Type:	8-hour lithium ion battery
Maximum Daily Quantity ("MDQ")	
Point of Interconnection with the CAISO Controlled Grid ("Substation"):	Whirlwind Substation 230 kV

EXHIBIT B
NOTICE INFORMATION

TENASKA POWER SERVICES CO.	California Community Power
Notice Address: 300 E. John Carpenter Freeway, Suite 1100 Irving, TX 75062	Notice Address: 901 H Street, Suite 120 PMB 157 Sacramento, CA 95814
Attn: Director, Contract Administration	Attn: Director, Origination
Phone: (817) 303-1860	Phone: 858-353-8829
Email: TPSContractAdmins@tnsk.com	Email: pgerretsen@cacommunitypower.org With cc to: Joshua.Nelson@bbklaw.com
DUNS: 01-501-6913	DUNS:
Federal Tax ID Number: 47-0824081 (The above is the Tax ID for Tenaska Energy, Inc., the parent company of TPS. TPS is a disregarded entity for federal tax purposes.)	Federal Tax ID Number: 86-2231483
Confirmations: Attn: Confirmations Phone: (817) 303-3609 Email: confirms@tnsk.com	Confirmations: Attn: Director, Origination Phone: 858-353-8829 Email: pgerretsen@cacommunitypower.org
Real-Time Trading: Phone: (817) 462-1528	Real-Time Trading: Phone: N/A
Payments: Attn: Accounts Receivable 14302 FNB Parkway Omaha, NE 68154 Phone: (402) 938-1621	Payments: Attn: Accounting 901 H Street Ste 120, PMB 157 Sacramento, CA 95814 pgerretsen@cacommunitypower.org mmaher@mahercpa.com
Invoices: Attn: Accounts Payable Phone: (817) 462-1521 Email: tps-accounting@tnsk.com	Invoices: Attn: Accounting Phone: (415) 526-3020 Email: mmaher@mahercpa.com With cc to: pgerretsen@cacommunitypower.org
Wire/ACH Transfer: Bank: US Bank, Cincinnati, OH ABA No: [REDACTED] Account No: [REDACTED] Account Name: Tenaska Power Services Co.	Wire/ACH Transfer: Bank: River City Bank ABA No: [REDACTED] Account No: [REDACTED] Account Name: California Community Power

Credit and Collections: Attn: Credit Department Phone: (817) 303-1113 Email: credit@tnsk.com	Credit and Collections: Attn: Alexander Morris Phone: (310) 617-3441 Email: amorris@cacommunitypower.org
With additional Notices of an Event of Default or Potential Event of Default to: Attn: Vice President and General Counsel Phone: (817) 462-8053 Email: eodnotices@tnsk.com	With additional Notices of an Event of Default or Potential Event of Default to: Attn: Alexander Morris Phone: (310) 617-3441 Email: amorris@cacommunitypower.org With cc to: Joshua.Nelson@bbklaw.com

EXHIBIT C

SCHEDULING AND BIDDING PROCEDURES

1. Set-up Activities

TPS shall, with Customer's cooperation, perform the set-up activities described below. Each Party shall bear its own costs with respect to such activities.

(a) Verify adequate information technology infrastructure and operational and administrative practices, including those necessary or appropriate to enable processing of scheduling and nominations as required to perform the Services consistent with the Agreement. TPS shall be responsible for implementing the necessary systems integration to allow it to execute its duties hereunder.

(b) Provide Customer with telephonic, email and web portal, or other mutually agreeable, appropriate access on a 24-hour-a-Day basis to TPS's staff capable of carrying out the actions related to the Services hereunder.

2. Dispatch

Any dispatch of any Resource shall be subject to the Resource's design limits, the requirements of the CAISO Protocols and Agreements, Prudent Industry Practice, Customer's contractual limits as communicated to TPS, and the equipment manufacturer's then current guidelines and recommendations generally applicable to the Resource's generating equipment, and made in accordance with the following procedures, as applicable:

(a) At least two hours prior to applicable market deadlines, Customer's or Resource Owner's representative shall electronically send TPS a report in a mutually agreeable format indicating the availability of each Resource and any factors affecting the Resource's output.

(b) If deemed necessary by Customer, Customer's representative and TPS will have periodic conference calls. The purpose of these calls will be to discuss near-term market opportunities, hedging strategies and offer strategies as well as unit operations and availability. The frequency and format of these calls will be determined on a mutually agreeable basis.

(c) TPS shall transmit to Customer or Customer Designee the Day-Ahead CAISO awards setting forth for each hour of the next Day the potential dispatch requirements for each Resource. The CAISO awards will be transmitted to Customer Designee upon final Day-Ahead awards from CAISO.

(d) Customer or its Resource Owner(s) shall notify TPS's 24-hour desk as soon as practical of any change in a Resource's availability, forecasted output or operating characteristics.

(e) Customer or its Resource Owner(s) shall notify TPS's 24-hour desk as soon as practical if Customer receives any notification from CAISO or any Governmental Authority regarding a Resource's output or operating characteristics.

California Community Power

Agenda Item 6D

- 1. Resolution 25-12-04 – Approval of First Amendment to Master Services Agreement with Ascend Analytics LLC and Work Order for SmartBidder for Tumbleweed Energy Storage Project**

California Community Power

901 H St, Ste 120 PMB 157 Sacramento, CA 95814 | cacomunitypower.org

December 12, 2025

From: Alex Morris, General Manager

To: CC Power Board of Directors

CC: General Counsel

Subject: **Ascend Contract Amendment and Work Order for SmartBidder**

Recommended Action:

Adopt Resolution No. 25-12-04 – Authorize the CC Power General Manager delegation of authority to enter into (i) a First Amendment to the Master Services Agreement with Ascend Analytics LLC (“Ascend”) and (ii) a Work Order with Ascend to use their SmartBidder service for energy storage optimization bids in conjunction with the Tumbleweed Energy Storage project.

Discussion:

CC Power has obligations under the Tumbleweed Energy Storage Service Agreement (“ESSA”) to take on Scheduling Coordinator responsibilities and bid the Tumbleweed resource into the CAISO market. Pursuant to the Tumbleweed Energy Storage Project Participation Share Agreement (“PPSA”), CC Power is obligated to enter into an agreement with a Battery Optimization Vendor for the Tumbleweed resource to facilitate, develop, and execute strategies for such bidding.

CC Power solicited competitive bids through a Request for Proposals for Scheduling Coordinator and Optimization Vendor Services. After receiving 9 bids for Optimization Vendor Services, CC Power, in consultation with the Operations Advisory Subcommittee (“OAS”), established pursuant to the PPSA and composed of Project Participants’ staff, selected Ascend’s SmartBidder optimization platform as the preferred choice. Ascend submitted their proposal as a joint bid with Tenaska Power Services for Scheduling Coordinator Services. The Ascend SmartBidder contract for Tumbleweed has a notional cost of \$245,484 over a three-year term. At the end of the contract term, the contract will auto renew unless it is terminated or renegotiated.

The Master Services Agreement (“MSA”), First Amendment to the MSA, and Work Order for SmartBidder (“Work Order #2”) with Ascend were drafted in consultation with the OAS, with the OAS voting to approve the First Amendment to the MSA and Work Order #2 and submit for further approval by the CC Power Board. The MSA and Work Order for Ascend’s PowerSIMM valuation platform (which is separate from SmartBidder) were executed on December 5, 2025 pursuant to the delegation of authority to the CC Power General Manager to enter into an agreement for valuation services.

A Joint Powers Agency whose members are:

[Ava Community Energy](#) | [Central Coast Community Energy](#) | [CleanPowerSF](#) | [Peninsula Clean Energy](#) |
[Redwood Coast Energy Authority](#) | [San José Clean Energy](#) | [Silicon Valley Clean Energy](#) | [Sonoma Clean Power](#) |
[Valley Clean Energy](#)

– California Community Power –

CC Power now seeks authorization from the CC Power Board to delegate authority to the CC Power General Manager to execute the First Amendment to the Master Services Agreement and Work Order #2 granting access to the SmartBidder tool and support services.

**California Community Power
Resolution 25-12-04**

**APPROVAL OF FIRST AMENDMENT TO MASTER SERVICES AGREEMENT WITH ASCEND
ANALYTICS LLC AND WORK ORDER FOR SMARTBIDDER FOR TUMBLEWEED ENERGY STORAGE
PROJECT**

WHEREAS, California Community Power (“CC Power”) was created as a Joint Powers Agreement (“JPA”) to develop, acquire, construct, own, manage, contract for, engage in, finance and/or provide energy related programs for the use of and by its Members; and

WHEREAS; CC Power JPA Section 4.01 provides that CC Power shall be administered by a Board of Directors, which shall be vested with the power set forth in the JPA, and shall have the authority to provide for the general management and oversight of the affairs, property and business of CC Power; and

WHEREAS, the Tumbleweed Project Participation Share Agreement (“PPSA”) Exhibit E, Section 4.1.2 provides that the Lead Point Person, in consultation with the Operations Advisory Subcommittee shall lead the negotiation of an agreement with an Optimization Tool Vendor and Exhibit E, Section 4.1.3 provides that the CC Power Board shall approve the engagement of the Optimization Tool Vendor; and

WHEREAS, the Tumbleweed PPSA Section 5.2(b)(ii) provides that each CC Power Board member that represents a Tumbleweed Project Participant shall have one vote with respect any matter under the PPSA and any Board member representing a CC Power member that is not a Project Participant shall abstain from voting on any matter identified in the Tumbleweed PPSA; and

WHEREAS, the CC Power Board finds that it is within the best interests of its members to pursue and execute a contract with Ascend Analytics for the SmartBidder optimization platform and associated services.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of CC Power hereby approves the delegation of authority to the CC Power General Manager to execute the First Amendment to the Master Services Agreement and Work Order agreements negotiated between CC Power and Ascend Analytics for implementation of the SmartBidder optimization platform and services. The cost of the Work Order shall not exceed \$245,484 over its initial three-year term that may be renewed or extended.

PASSED AND ADOPTED by the Board of Directors of California Community Power this 17th day of December, 2025, by the following vote:

		Aye	No	Abstain	Absent
Ava Community Energy	Howard Chang				
Central Coast Community Energy	Robert Shaw				
CleanPowerSF	Barbara Hale				
Peninsula Clean Energy	Shawn Marshall				
Redwood Coast Energy Authority	Beth Burks				
San José Clean Energy	Lori Mitchell				
Silicon Valley Clean Energy	Monica Padilla				
Sonoma Clean Power Authority	Geof Syphers				
Valley Clean Energy	Mitch Sears				

**California Community Power
Resolution 25-12-04**

Chair

Attest by: Secretary

California Community Power

Agenda Item 6E

1. Receive 2026 Officers' Election Update

California Community Power

901 H St, Ste 120 PMB 157 Sacramento, CA 95814 | cacomunitypower.org

December 10, 2025

From: Lori Mitchell, Chairperson, SVCE

To: CC Power Board of Directors

Subject: **2026 Board Officer Elections**

Pursuant to Section 4.06 of the California Community Power (“CC Power”) Joint Powers Agreement (“JPA”), at its first meeting in each calendar year, the Board of Directors shall elect or re-elect a Chair, a Vice-Chair, a Secretary, and a Treasurer/Controller.

Description of Officer Positions

Chair: The duties of the Chair shall be to preside over the Board meetings, sign all ordinance, resolutions, contracts and correspondence adopted or authorized by the Board, and to help ensure the Board’s directives and resolutions are carried out. The Chair shall be selected from among the Directors.

Vice-Chair: In the absence or inability of the Chair to act, the Vice-Chair shall act as Chair. The Vice-Chair shall be selected among the Directors.

Treasurer/Controller: One person may hold both the office of Treasurer and the office of the Controller of CC Power. The Treasurer shall be the depository of CC Power to have custody of all the money of CC Power, from whatever source. The Controller shall draft warrants to pay demand against CC Power when the demands have been approved by the Chair or Vice-Chair. The Treasurer/Controller shall cause an independent audit to be made by a certified public accountant, or public accountants, in compliance with Section 6505 of the Government Code. The Treasurer/Controller may, but need not, be selected from among the Directors.

Secretary: The Secretary shall be responsible for keeping the minutes of all meetings of the Board and all other official records of CC Power, and for responding to public records requests of the joint powers authority. The Secretary may, but need not, be selected from among the Directors.

Nomination Process

The first meeting of 2026 is currently expected to take place on Wednesday, January 21st. At that meeting, the Board will vote to fill the above Officer positions. In order to facilitate the vote, any Directors who wish to be considered for one or more of the above positions, or who wish to nominate another Director for one or more of the above positions should email the current CC Power Chair and General Counsel. All nominations will be presented at the January 21st Board Meeting for discussion and election.

A Joint Powers Agency whose members are:

Ava Community Energy | Central Coast Community Energy | CleanPowerSF | Peninsula Clean Energy |
Redwood Coast Energy Authority | San José Clean Energy | Silicon Valley Clean Energy | Sonoma Clean Power |
Valley Clean Energy