

WSPP CONFIRMATION
PORTFOLIO CONTENT CATEGORY ONE (PCC1)

This confirmation (“Confirmation”) confirms the transaction between [PURCHASER NAME & LEGAL ENTITY] (“Purchaser”) and Marin Clean Energy, a California joint powers authority (“Seller”), each individually a “Party” and together the “Parties,” as of [DATE] (“Effective Date”) regarding the purchase and sale of the Product pursuant to the terms and conditions contained herein (the “Transaction”). This Transaction is governed by the WSPP Agreement, the current version of which is effective October 21, 2024 (“Master Agreement”). The Master Agreement, WSPP Service Schedule R, and this Confirmation shall be collectively referred to herein as the “Agreement” and will constitute a single agreement between the Parties with respect to the Transaction and supersede and replace any prior oral or written confirmation regarding the Transaction. Terms capitalized but not defined herein shall have the meaning as set forth in the Master Agreement, WSPP Service Schedule R, or the CAISO Tariff. Any conflicts between the Master Agreement and the Confirmation shall be resolved in the following order of control: first, the Confirmation; and second, the Master Agreement.

The Parties agree as follows:

<p>Product:</p>	<p>“<u>Product</u>” means Portfolio Content Category 1. “<u>Portfolio Content Category 1</u>” or “<u>PCC 1</u>” means Energy, along with the associated Renewable Energy Credits (“<u>RECs</u>”) produced by a Generating Facility without substituting energy from another generating source (as defined by the CPUC in D.11-12-052), delivered on an hourly or sub-hourly basis. The Product meets RPS compliance requirements of California Public Utilities Code Section 399.16(b)(1) and CPUC Decision 11-12-052, as applicable to the Energy and RECs transferred hereunder. To the extent not inconsistent with the foregoing, the Product is a Resource Contingent Bundled REC as such is described under Section R-2.3.4 of WSPP Service Schedule R.</p>
<p>Contract Price:</p>	<p><u>Contract Price</u>. Contract Price shall be calculated as follows: Contract Price = (Energy Price + REC Price) - CAISO Credit</p> <p>Where:</p> <p>“<u>CAISO Credit</u>” means the Energy Price paid by the CAISO for the energy associated with the Product.</p> <p>“<u>Energy Price</u>” means the applicable day-ahead hourly market, hour-ahead fifteen-minute market, or real-time five-minute market, locational marginal price clearing at the Delivery Point, as published by the CAISO, per MWh of energy delivered.</p> <p>“<u>REC Price</u>” is equal to \$ <u> </u> /MWh</p>
<p>Contract Quantity:</p>	<p>The “<u>Contract Quantity</u>” shall be as follows for the indicated REC Vintages: REC Vintage 2025: <u> </u> MWh</p>
<p>Delivery Term:</p>	<p>[<u>Month Day, Year</u>] - December 31, 2025</p>

Delivery Point:	CAISO Balancing Authority Area
Generating Facilities:	<p>The Product is produced by the generating facilities listed in <u>Exhibit A</u>, each of which is or will be by the Delivery Term: (i) certified as an Eligible Renewable Energy Resource (“<u>ERR</u>”) for the California RPS and registered with WREGIS, and (ii) from which Seller is entitled, pursuant to its agreements, to the output of the Energy and associated Green Attributes and RECs, and such output is used to source the Product delivered hereunder during the Delivery Term (each, a “<u>Generating Facility</u>” and collectively, the “<u>Generating Facilities</u>”). In addition, each Generating Facility has or will have by the Delivery Term:</p> <ul style="list-style-type: none"> (i) its first point of interconnection with a California balancing authority; (ii) its first point of interconnection with distribution facilities used to serve end users within a California balancing authority area; (iii) its generation scheduled into a California balancing authority without substituting electricity from any other source, provided that, if another source provides real-time ancillary services required to maintain an hourly or sub-hourly import schedule into the California balancing authority only the fraction of the schedule actually generated by the Generating Facility from which the electricity is procured may count toward this Product; or (iv) its generation scheduled into a California balancing authority pursuant to a dynamic transfer agreement between the balancing authority where the Generating Facility is located and the California balancing authority into which the generation is scheduled. <p>Seller may provide Purchaser with an updated <u>Exhibit A</u>, provided that (i) each additional Generating Facility listed in <u>Exhibit A</u> is a resource that is certified by the CEC as an ERR, qualifies as PCC 1 under the California RPS, and meets all other Product, Scheduling, and Eligibility requirements described in this Transaction.</p>
Scheduling:	<p>Seller or Seller’s designee shall schedule and deliver the Energy portion of the Product, on behalf of Purchaser, to the Delivery Point, in accordance with the requirements and the prevailing protocols of the WECC, and CAISO Tariff, as well as in accordance with the RPS Program and PCC 1 requirements. The Energy associated with the Product will be directly delivered from the Generating Facility on an hourly or sub-hourly basis to the Delivery Point without substituting electricity from another source (“<u>Facility Energy</u>”).</p>
CPUC Non-Modifiable RPS Terms:	<p><u>Eligibility</u>: Seller, and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement that: (i) the Project qualifies and is certified by the CEC as an Eligible Renewable Energy Resource (“ERR”) as such term is defined in Public Utilities Code Section 399.12 or Section 399.16; and (ii) the Project’s output</p>

	<p>delivered to Buyer qualifies under the requirements of the California Renewables Portfolio Standard. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC 6, Non-Modifiable. (Source: D.07-11-025, Attachment A.) D.08-04-009] The aggregate “commercially reasonable efforts” expenditures for Eligibility, Transfer of RECS, and Change of Law Provisions (Section R-5.2.2(b)) are limited to the Capped Amount.</p> <p><u>Tracking of RECs in WREGIS:</u> Seller warrants that all necessary steps to allow the Renewable Energy Credits transferred to Buyer to be tracked in the Western Renewable Energy Generation Information System will be taken prior to the first delivery under the contract. [STC REC-2, Non-Modifiable. D.11-01-025]</p> <p><u>Transfer of Renewable Energy Credits:</u> Seller and, if applicable, its successors, represents and warrants that throughout the Delivery Term of this Agreement the Renewable Energy Credits transferred to Buyer conform to the definition and attributes required for compliance with the California Renewables Portfolio Standard, as set forth in California Public Utilities Commission Decision 08-08-028, and as may be modified by subsequent decision of the California Public Utilities Commission or by subsequent legislation. To the extent a change in law occurs after execution of this Agreement that causes this representation and warranty to be materially false or misleading, it shall not be an Event of Default if Seller has used commercially reasonable efforts to comply with such change in law. [STC REC-1, Non-Modifiable. D.11-01-025]</p> <p><u>Governing Law.</u> This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and performed in accordance with the laws of the state of California, without regard to principles of conflicts of law. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement. [STC 17, Non-Modifiable. (Source: D.07-11-025, Attachment A.) D.08-04-009].</p>
<p>Payment:</p>	<p><u>Payment:</u> For each month during the Delivery Term, (a) Purchaser shall pay the Contract Price multiplied by the portion of the Contract Quantity that has been Delivered and Accepted and (b) Seller shall be entitled to retain all revenues associated with delivery of the Product to the CAISO at the Delivery Point in full satisfaction of Purchaser’s payment obligation for the Energy Price component of the Product. The Parties acknowledge that the actual CAISO revenues received by Seller may be greater than or less than the Energy Price but agree that the CAISO Credit shall fully offset the Energy Price component of the Contract Price, and that no amount associated with the Energy Price shall be payable by Purchaser hereunder.</p>
<p>Monthly Invoice Timeline:</p>	<p><u>Monthly Invoice Timeline.</u> The Parties hereby agree that all invoices under this Confirmation shall be due and payable on the later of (a) the</p>

	<p>twentieth (20th) day of the month in which Seller delivered such invoice, and (b) ten (10) days after Purchaser’s receipt of Seller’s invoice; provided that if such day is not a Business Day, then on the next Business Day.</p>
<p>Seller Credit Requirements:</p>	<p>Unless Purchaser has a Credit Rating of BBB- from S&P or Baa3 from Moody’s (or has provided a guaranty in a form acceptable to Seller from a guarantor with such Credit Rating), Purchaser shall deliver Performance Security to Seller within ten (10) Business Days of the Effective Date in an amount equal to the Required Amount. Purchaser shall maintain Performance Security with Seller through the Delivery Term, and the Performance Security shall be returned to Purchaser within thirty (30) days of completion of the Delivery Term, subject to any reductions permitted under this Confirmation.</p> <p>As used in this Confirmation:</p> <p>“<u>Credit Rating</u>” means, with respect to any entity, the rating then assigned to such entity’s unsecured, senior long-term debt obligations (not supported by third party credit enhancements) or if such entity does not have a rating for its senior unsecured long-term debt, then the rating then assigned to such entity as an issues rating by S&P, Moody’s or any other rating agency agreed by the Parties.</p> <p>“<u>Letter(s) of Credit</u>” means one or more irrevocable, standby letters of credit issued by a U.S. commercial bank, a U.S. financial institution, or a U.S. branch of a foreign bank or financial institution, with such bank or financial institution having a Credit Rating of at least A- from S&P or A3 from Moody’s, which letter of credit shall be in a form acceptable to Seller.</p> <p>“<u>Performance Security</u>” means (i) cash or (ii) a Letter of Credit in an amount equal to the Required Amount.</p> <p>“<u>Required Amount</u>” means an amount equal to thirty percent (30%) of the total notional value (i.e., the Contract Price multiplied by the aggregate Contract Quantity).</p> <p>Except as provided above, neither Party shall be required to post collateral or other security for this Transaction notwithstanding any provision in the Master Agreement to the contrary, including Section 27.</p>
<p>Environmental Attributes:</p>	<p><u>All Attributes</u>. The Product consists of Firm Bundled RECs sourced from the Generating Facilities. The Parties agree that the Product will be sourced only from the specific Generating Facilities identified in the Confirmation with no substitutions.</p>
<p>Applicable Program:</p>	<p>State of California Renewable Portfolio Standard Program (hereinafter referred to as “<u>California RPS</u>”, “<u>Renewables Portfolio Standards</u>” or “<u>RPS Program</u>”), as codified at California Public Utilities Code Section 399.11, <i>et seq.</i>, and requiring that a specified percentage of a retail seller’s retail sales should be supplied with electricity generated by eligible ERRs.</p>

<p>Representations, Covenants and Warranties:</p>	<p>Seller represents, covenants and warrants to Purchaser that:</p> <ul style="list-style-type: none">(i) Seller has not sold the Product or any REC or other attributes of the Product to be transferred to Purchaser to any other person or entity;(ii) Energy and RECs to be purchased and sold pursuant to this Confirmation are not committed to another party; and Seller will not withhold or otherwise reduce deliveries of such Energy and RECs to sell to another entity or party;(iii) Seller represents and warrants that electricity from the Generating Facilities is available to be procured by Purchaser, and Seller is not currently selling and will not sell the Energy produced by the Generating Facilities back to such Generating Facilities;(iv) The Product is free and clear of all liens or other encumbrances;(v) Seller shall sell and convey all Green Attributes and RECs associated with the Product produced from the Generating Facilities (other than resource adequacy attributes and ancillary services) to Purchaser consistent with California Public Utilities Code Section 399.16(b)(1) and as part of the Portfolio Content Category 1 Product being delivered;(vi) Seller will reasonably cooperate and work with Purchaser, the CEC, and/or the CPUC to provide any documentation required by the CPUC or CEC to support the Product’s classification as a Portfolio Content Category 1 Product as set forth in California Public Utilities Code Section 399.16(b)(1), as currently in effect and as may be amended from time to time;(vii) Seller will reasonably cooperate and work with Purchaser and/or CEC to provide any documentation required by CEC to satisfy Purchaser’s obligations pursuant to the Regulations Governing the Power Source Disclosure (PSD) Program (Title 20, California Code of Regulations, Sections 1390– 1394.2), as currently in effect and as may be amended from time to time; Seller will reasonably cooperate and work with Purchaser and/or the California Air Resources Board (CARB) to provide any documentation required by CARB to satisfy Purchaser’s obligations pursuant to the Regulation for the Mandatory Reporting of Greenhouse Gas Emissions (MRR) (Title 17, California Code of Regulations, Sections 95100– 95163), as currently in effect and as may be amended from time to time; and(viii) For resources located outside of the California Balancing Authority Area, all RECs sold to Purchaser will be electronically matched with E-Tags in WREGIS by Seller before such RECs are transferred to Purchaser; further, Seller represents that the CPUC’s required supplemental reporting template (currently referred to as the Hourly E-Tag Summary
--	---

	<p>Report) will be completed by Seller in its entirety and provided to Purchaser, which shall identify all applicable tagging information required to substantiate product delivery and eligibility according to California’s RPS program. In addition, for all RECs delivered from ERRs not located within California or with a first point of interconnection with a California Balancing Authority Area, Seller will provide a complete and accurate Hourly Meter and E-Tag Reconciliation Report (also known as the “lesser of workbook”) reflecting eligible PCC1 volumes equivalent to those volumes sold and transferred to Seller.</p> <p>Furthermore, Seller hereby represents and warrants to Purchaser that, to the extent that the Product sold by Seller is a resale of part or all of a contract between Seller and one or more third parties, Seller represents, warrants and covenants that, as of the Effective Date and throughout the generation period, the resale complies with the CEC, CPUC, and RPS Program PCC 1 requirements, including the following:</p> <ul style="list-style-type: none"> (i) The original upstream third-party contract(s) meets the criteria of California Public Utilities Code Section 399.16(b)(1); (ii) This Confirmation transfers only electricity and RECs that have not yet been generated prior to the Effective Date; (iii) The electricity transferred by this Confirmation is transferred to Purchaser in real time; and (iv) If the Project has an agreement to dynamically transfer electricity to a California balancing authority, the transactions implemented under this Confirmation are not contrary to any condition imposed by a balancing authority participating in the dynamic transfer arrangement.
<p>Change in Law:</p>	<p>The Product shall be Regulatorily Continuing requiring that Seller shall use commercially reasonable efforts to obtain compliance with a Change in Law in the Applicable Program, including reasonably requested amendments to this Confirmation; provided, however, that such costs incurred by Seller in making such commercially reasonable efforts should not be greater than \$5,000 for each Reporting Year to comply with this provision (the “<u>Capped Amount</u>”). This provision shall not apply to any Product that was Delivered and Accepted prior to any Change in Law if such Product complies with the California RPS that existed when it was Delivered and Accepted.</p> <p>This Confirmation is executed for the express purposes of Purchaser complying with the California RPS and Section 399.16(b)(1) of the California Public Utilities Code. The Parties acknowledge that the CEC and/or CPUC may be modifying mandatory contract language, altering the procurement and product qualification rules, and updating the relevant RPS Eligibility Guidebook in a manner consistent with that legislation. If any statutes, rules, regulations, permits or authorizations are enacted, amended, granted or revoked which have the effect of changing the transfer and sale procedure set forth in this Confirmation</p>

	<p>so that the implementation of this Transaction becomes impossible or impracticable, or otherwise revokes or eliminates the California RPS or language required to conform to the California RPS, subject to Seller’s obligation to use commercially reasonable efforts to obtain compliance with a Change in Law up to the Capped Amount, the Parties hereto agree to negotiate in good faith to amend this Confirmation to conform with such new statutes, regulations, or rules in order to maintain the original intent of the Parties under this Agreement.</p>
<p>Reporting Obligation:</p>	<p>Purchaser shall have no responsibility (whether regulatory or financial) for greenhouse gas emissions associated with the Product, except for any obligations under Title 17, California Code of Regulations, Section 95111(c)(4), and any such obligation shall be fulfilled by or at the direction of Seller at its own cost.</p>
<p>Confidentiality:</p>	<p>Notwithstanding Section 30.1 of the Master Agreement, the Parties acknowledge and agree that this Confirmation is subject to the requirements of the California Public Records Act (Government Code § 7920 et seq.). Each Party (a “<u>Receiving Party</u>”) acknowledges that the other Party (a “<u>Disclosing Party</u>”) may submit information to the Receiving Party that the Disclosing Party considers confidential or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act. Purchaser shall use reasonable efforts to cause the specific REC Price (but not aggregated cost information) to be protected from disclosure under the Public Records Act. In order to designate information as confidential, the Disclosing Party must clearly stamp and identify the specific portion of the material designated with the word “Confidential”. The Parties agree not to over-designate material as confidential. Over-designation would include stamping whole agreements, entire pages or series of pages as confidential that clearly contain information that is not confidential. Upon request or demand of any third person or entity not a party to this Agreement (“<u>Requestor</u>”) for production, inspection and/or copying of information designated by a Party as confidential information (such designated information, the “<u>Confidential Information</u>”), the Receiving Party shall notify the Disclosing Party as soon as practical that such request has been made. The Disclosing Party shall be solely responsible at its own cost for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Receiving Party. If the Disclosing Party takes no such action after receiving the foregoing notice from the Receiving Party, the Receiving Party shall be permitted to comply with the Requestor’s demand and is not required to defend against it.</p> <p>If required by any law, statute, ordinance, a court, Governmental Authority or agency having jurisdiction over a Party, including the California Public Records Act, that Party may release Confidential Information, or a portion thereof, as required by the Applicable Law, statute, ordinance, decision, order or regulation. A Party may disclose Confidential Information to legal counsel, accountants, representatives, agents, directors, advisors, regulators, lenders, financing entities,</p>

	<p>employees and other representatives of the Party who have a need to know such Confidential Information related to this Agreement. For additional clarity, Parties acknowledge that either Party may be obligated to provide Confidential Information to the CPUC, the CEC, the CAISO, and the CARB for regulatory compliance purposes for the California RPS program and any other compliance obligation, and either Party may disclose the terms and conditions of this Agreement and any and all written or recorded or oral information, data, analyses, documents, and materials furnished or made available by a Party to the other Party in connection with this Agreement to the CAISO, the CPUC, and all divisions thereof, the CEC, the CARB, and any other Government Authority. Both Parties waive any prior notice requirement and authorizes such disclosures to the CPUC, the CAISO, the CARB, and the CEC.</p>
<p>Forward Contract:</p>	<p>This Confirmation constitutes a sale of a nonfinancial commodity for deferred shipment or delivery that the Parties intend to be physically settled and is excluded from the term “swap” as defined in the Commodity Exchange Act under 7 U.S.C. §1a(47) and the regulations of the Commodity Future Trading Commission and Securities and Exchange Commission, with further reference to 77 Fed. Reg. 48233-35.</p>
<p>Amendments to the Master Agreement:</p>	<p>For this Transaction, the Master Agreement shall be amended as follows:</p> <p>(a) Section 9.4 is deleted in its entirety and replaced with the following:</p> <p>“In the event an invoice or portion thereof, or any other claim or adjustment arising hereunder, is disputed, payment of the undisputed portion of the invoice shall be required to be made when due, with notice of the objection given to the other Party. Any invoice dispute or invoice adjustment shall be in writing and shall state the basis for the dispute or adjustment. Payment of the disputed amount shall not be required until the dispute is resolved; <i>provided however</i>, if such dispute is not resolved within twelve (12) months, then such dispute shall be subject to <u>dispute resolution pursuant to Section 34</u>. Upon resolution of the dispute, any required payment shall be made within two (2) Business Days of such resolution along with interest accrued at the Interest Rate from and including the due date to but excluding the date paid. Inadvertent overpayments shall be returned upon request or deducted by the Party receiving such overpayment from subsequent payments, with interest accrued at the Interest Rate from and including the date of such overpayment to but excluding the date repaid or deducted by the Party receiving such overpayment. Any dispute with respect to an invoice is waived unless the other Party is notified in writing within twelve (12) months after the invoice is rendered or any specific adjustment to the invoice is made. If an invoice is not rendered within twelve (12) months after the close of the month during which performance</p>

	<p>of a Transaction occurred, the right to payment for such performance is waived.”</p> <p>(b) Section 21.3(a)(1) and (a)(2) of the Master Agreement is amended by deleting each instance of the word “hourly”.</p> <p>(c) Section 22.1 is modified by inserting the following new text at the end thereof:</p> <p>“(f) the failure of the Defaulting Party to pay its debts generally as they become due or the Defaulting Party’s admission in a writing that it is unable to pay its debts generally as they become due;</p> <p>(g) the institution, by the Defaulting Party, of a general assignment for the benefit of its creditors; or</p> <p>(h) the application for, consent to, or acquiescence to, by the Defaulting Party, the appointment of a receiver, custodian, trustee, liquidator, or similar official for all or a substantial portion of its assets.”</p> <p>(d) Section 22.2(b) is amended by inserting “and is continuing” after “Event of Default occurs” in the first line thereof and deleting the second sentence therein.</p> <p>(e) Section 22.3(c) is amended by deleting the third sentence thereof and replacing it with the following:</p> <p>“If the Non-Defaulting Party’s aggregate Gains exceed its aggregate Losses and Costs, if any, resulting from the termination of this Agreement or a Confirmation, the Termination Payment for all such Terminated Transactions shall be zero, notwithstanding any provision in this Section or Agreement to the contrary.”</p> <p>(f) Section 22.3(e) is deleted in its entirety and replaced with the following: “[Intentionally omitted]”</p> <p>(g) Section 22.3(f) is deleted in its entirety and replaced with the following:</p> <p>“If the Defaulting Party disagrees with the calculation of the Termination Payment and the Parties cannot otherwise resolve their differences, and provided that the Defaulting Party has paid the undisputed part of the Termination Payment to the Non-Defaulting Party as provided under Section 22.3(c), and that any amounts disputed by the Defaulting Party are disputed in good faith, then the Defaulting Party may submit the calculation issue to dispute resolution pursuant to Section 34.”</p> <p>(h) Section 28.1 is applicable and the Parties shall net monthly payments in accordance with Exhibit A of the Master Agreement. Both Parties intend for the netting provisions of Exhibit A to the Master Agreement to be effective on the Effective Date.</p> <p>(i) Section 30.1(4) is amended by inserting “or requested” after the word “required” and by adding the following at the end of the first sentence: “; or (8) to the Party’s and such Party’s affiliates’</p>
--	---

	<p>directors, officers, lenders, counsel, accountants, advisors and agents who have a need to know such information and have agreed to keep such terms confidential”.</p> <p>(j) Section 30.1(6) is amended by inserting at the end thereof prior to the semicolon the following: “or to Deliver RECs pursuant to the requirements of WREGIS”.</p> <p>(k) Subsections 34.1 and 34.2 are hereby deleted and replaced with the following:</p> <p>“34.1 <u>DISPUTE RESOLUTION</u></p> <p>IN THE EVENT OF ANY DISPUTE ARISING UNDER THE AGREEMENT WITH RESPECT TO THIS TRANSACTION, WITHIN TEN (10) DAYS FOLLOWING THE RECEIPT OF A WRITTEN NOTICE FROM EITHER PARTY IDENTIFYING SUCH DISPUTE, THE PARTIES SHALL MEET, NEGOTIATE AND ATTEMPT, IN GOOD FAITH, TO RESOLVE THE DISPUTE QUICKLY, INFORMALLY AND INEXPENSIVELY. IF THE PARTIES ARE UNABLE TO RESOLVE A DISPUTE ARISING HEREUNDER WITHIN THIRTY (30) DAYS AFTER RECEIPT OF SUCH NOTICE, THEN EITHER PARTY MAY SEEK ANY AND ALL REMEDIES AVAILABLE TO IT AT LAW OR IN EQUITY, SUBJECT TO THE LIMITATIONS SET FORTH IN THE AGREEMENT.”</p> <p>“34.2 <u>EXCLUSIVE JURISDICTION</u></p> <p>EACH PARTY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED IN SAN FRANCISCO, CALIFORNIA FOR ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY TRANSACTION, AND EXPRESSLY WAIVES ANY OBJECTION IT MAY HAVE TO SUCH JURISDICTION OR THE CONVENIENCE OF SUCH FORUM.”</p> <p>(l) In Section 34.4, the phrase “arbitration or” is hereby deleted from the first line.</p> <p>(m) The following shall be inserted as a new Section 34.5:</p> <p>“34.5 <u>LIMITATION OF DAMAGES.</u> EXCEPT AS OTHERWISE SPECIFIED IN ANY CONFIRMATION, FOR BREACH OF ANY PROVISION OF THIS AGREEMENT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, THE EXPRESS REMEDY OR MEASURE OF DAMAGES PROVIDED IS THE SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT AND LIABILITY FOR THE BREACH IS LIMITED AS SET FORTH IN THE PROVISION AND ALL OTHER REMEDIES FOR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. EXCEPT AS OTHERWISE SPECIFIED IN ANY CONFIRMATION, IF NO EXPRESS REMEDY OR MEASURE OF DAMAGES IS</p>
--	--

	<p>PROVIDED IN THIS AGREEMENT FOR A PARTICULAR BREACH, LIABILITY FOR THE BREACH IS LIMITED TO DIRECT DAMAGES ONLY, THE DIRECT DAMAGES ARE THE SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT FOR THE BREACH, AND ALL OTHER REMEDIES FOR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. EXCEPT AS OTHERWISE SPECIFIED IN ANY CONFIRMATION, NEITHER PARTY IS LIABLE FOR ANY OTHER TYPE OF DAMAGE, INCLUDING INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES OF ANY NATURE (INCLUDING DAMAGES ASSOCIATED WITH LOST PROFITS, BUSINESS INTERRUPTION AND LOSS OF GOODWILL) ARISING AT ANY TIME, WHETHER IN TORT (INCLUDING THE SOLE OR CONTRIBUTORY NEGLIGENCE OF EITHER PARTY OR ANY RELATED PERSON), WARRANTY, STRICT LIABILITY, CONTRACT OR STATUTE, UNDER ANY INDEMNITY PROVISION, OR OTHERWISE.”</p> <p>(n) Section 37 is amended by inserting the following in the beginning thereof: “On the date of entering into this Confirmation,”.</p> <p>(o) Section 41 “Witness” shall become Section 42 and the following “FERC Standard of Review; Mobile-Sierra Waiver” Section shall be substituted in its place:</p> <p>“The Parties agree as follows:</p> <p>From the date of entering into a Transaction under this Agreement and throughout the term of such Transaction, the Parties each warrant and covenant as follows:</p> <p>(a) Absent the agreement of all Parties to the proposed change, the standard of review for changes to any rate, charge, classification, term or condition of this Agreement, whether proposed by a Party (to the extent that any waiver in subsection (b) below is unenforceable or ineffective as to such Party), a non-party or FERC acting <i>sua sponte</i>, shall solely be the “public interest” application of the “just and reasonable” standard of review set forth in <i>United Gas Pipe Line Co. v. Mobile Gas Service Corp.</i>, 350 U.S. 332 (1956) and <i>Federal Power Commission v. Sierra Pacific Power Co.</i>, 350 U.S. 348 (1956) and clarified by <i>Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish</i>, 554 U.S. 527 (2008), and <i>NRG Power Marketing LLC v. Maine Public Utility Commission</i>, 558 U.S. 527 (2010).</p> <p>(b) In addition, and notwithstanding the foregoing subsection (a), to the fullest extent permitted by applicable law, each Party, for itself and its successors and assigns, hereby expressly and irrevocably waives any rights it can or may have, now or in the future, whether under §§ 205 and/or 206 of the Federal Power Act or otherwise, to seek to obtain from FERC by any means, directly or indirectly (through complaint, investigation or otherwise), and each hereby covenants and agrees not at any</p>
--	---

	<p>time to seek to so obtain, an order from FERC changing any section of this Agreement specifying the rate, charge, classification, or other term or condition agreed to by the Parties, it being the express intent of the Parties that, to the fullest extent permitted by applicable law, neither Party shall unilaterally seek to obtain from FERC any relief changing the rate, charge, classification, or other term or condition of this Agreement, notwithstanding any subsequent changes in applicable law or market conditions that may occur. In the event it were to be determined that applicable law precludes the Parties from waiving their rights to seek changes from FERC to their market-based power sales contracts (including entering into covenants not to do so) then this subsection (b) shall not apply, provided that, consistent with the foregoing subsection (a), neither Party shall seek any such changes except solely under the “public interest” application of the “just and reasonable” standard of review and otherwise as set forth in the foregoing section (a).”</p>
<p>Notices:</p>	<p>Notwithstanding Section 12.1 of the Master Agreement, notices under this Confirmation shall be in writing and shall be deemed properly served, given or made if delivered by hand delivery, United States mail, overnight courier service, or email. The following names and addresses shall be used for notices and either Party may update its notice information by providing notice to the other Party in accordance with this paragraph.</p> <p>If to Seller:</p> <p>Marin Clean Energy 1125 Tamalpais Avenue San Rafael, CA 94901</p> <p>Contract Representative: Bill Pascoe Phone: (415) 464-6668 Email: bpascoe@mcecleanenergy.org</p> <p>Settlements Contact: MCE Settlements Phone: 415-464-6010 Email: settlements@mcecleanenergy.org</p> <p>If to Purchaser:</p> <p>All Notices: [] Attn: [] Address: [] Tel: [] Fax: [] Email: []</p>

<p>No Recourse to Members of Seller:</p>	<p>Seller 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, <i>et seq.</i>) and is a public entity separate from its constituent members. Seller will solely be responsible for all debts, obligations and liabilities accruing and arising out of this Confirmation. Purchaser will have no rights and will not make any claims, take any actions or assert any remedies against any of Seller's 's constituent members, or the officers, directors, advisors, contractors, consultants or employees of Seller's or Seller's constituent members, in connection with this Confirmation.</p>
<p>Counterparts:</p>	<p>This Confirmation may be signed in any number of counterparts with the same effect as if the signatures to the counterparts were upon a single instrument. The Parties may rely on electronic or scanned signatures as originals under this Confirmation. Delivery of an executed signature page of this Confirmation as a PDF attachment to an email shall be the same as delivery of a manually executed signature page.</p>
<p>Entire Agreement; No Oral Agreements or Modifications:</p>	<p>This Confirmation sets forth the terms of the Transaction into which the Parties have entered and shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of the Product. Parties agree <u>Exhibit A</u> may be replaced as allowed under the "Generating Facilities" section of this Confirmation Notwithstanding any other provision of the Agreement, outside of the replacement of <u>Exhibit A</u>, this Confirmation may be entered into only by a Documentary Writing executed by both Parties, and no amendment or modification to this Confirmation shall be enforceable except through a Documentary Writing executed by both Parties.</p>
<p>Definitions/Interpretations:</p>	<p>For purposes of the Confirmation, the following definitions and rules of interpretations shall apply:</p> <p>“<u>Accepted</u>” has the meaning set forth in the Master Agreement.</p> <p>“<u>Applicable Law</u>” means any statute, law, treaty, rule, tariff, regulation, ordinance, code, permit, enactment, injunction, order, writ, decision, authorization, judgment, decree or other legal or regulatory determination or restriction by a court or Governmental Authority of competent jurisdiction, or any binding interpretation of the foregoing, as any of them is amended or supplemented from time to time, that apply to either or both of the Parties, the Generating Facilities, or the terms of the Agreement.</p> <p>“<u>Buyer</u>” as used herein shall have the same meaning as “<u>Purchaser</u>” under the Master Agreement.</p> <p>“<u>CAISO</u>” means the California Independent System Operator Corporation or any successor entity performing similar functions.</p> <p>“<u>CAISO Tariff</u>” means the California Independent System Operator Corporation Agreement and Tariff, Business Practice Manuals (BPMs), and Operating Procedures, including the rules, protocols, procedures and standards attached thereto, as the same</p>

	<p>may be amended or modified from time-to-time and approved by FERC.</p> <p>“<u>CARB</u>” means the California Air Resources Board or any successor entity performing similar functions.</p> <p>“<u>CEC</u>” means the California Energy Commission or any successor entity performing similar functions.</p> <p>“<u>Change in Law</u>” has the meaning set forth under the Master Agreement.</p> <p>“<u>Contract Price</u>” has the meaning set forth in the Contract Price section of this Confirmation.</p> <p>“<u>Contract Quantity</u>” has the meaning set forth in the Contract Quantity section of this Confirmation.</p> <p>“<u>CPUC</u>” means the California Public Utilities Commission or any successor entity performing similar functions.</p> <p>“<u>Delivered</u>” has the meaning set forth in the Master Agreement.</p> <p>“<u>Delivered Energy</u>” means, in any Settlement Period, the lesser of (a) the Energy produced from the Generating Facility and delivered to the Delivery Point as measured in MWh at a CAISO-approved meter, net of all electrical losses and station use and (b) the amount of Energy specified in the E-Tags associated with the Dynamic Schedules.</p> <p>“<u>Delivery Point</u>” has the meaning set forth in the Delivery Point section of this Confirmation.</p> <p>“<u>Delivery Term</u>” shall be the period set forth in the Delivery Term section of this Confirmation, during which the Delivered Energy was generated; provided that, for the sole purpose of matching delivery of RECs with Delivered Energy, such period will extend through the date that all RECs associated with such Delivered Energy have been delivered from Seller to Purchaser in accordance with this Confirmation.</p> <p>“<u>Energy</u>” means electrical energy, measured in MWh.</p> <p>“<u>E-Tag</u>” has the meaning set forth under the CAISO Tariff.</p> <p>“<u>Project</u>” as used herein has the same meaning as “Generating Facility.”</p> <p>“<u>REC Vintage</u>” means the date of Energy generation found on a WREGIS Certificate.</p> <p>“<u>Reporting Year</u>” means the period beginning January 1 and continuing until December 31 of the subject year (e.g., Reporting Year 2026 means January 1, 2026 through December 31, 2026).</p> <p>“<u>WECC</u>” means the Western Electricity Coordinating Council or its successor organizations.</p>
--	--

	<p>“<u>WREGIS</u>” means the Western Renewable Energy Generation Information System, or any successor renewable energy tracking program.</p> <p>“<u>WREGIS Certificate</u>” means a “Certificate” as defined by WREGIS in the WREGIS Operating Rules and designated by law as eligible for complying with the California RPS Program and for evidencing the RECs associated with the Product.</p> <p>“<u>WREGIS Operating Rules</u>” means the operating rules and requirements adopted by WREGIS, as amended from time to time.</p>
--	--

This Confirmation is subject to the Exhibits identified below and attached hereto:
Exhibit A – Generating Facilities Exhibit B – Form of Hourly Meter and E-Tag Reconciliation Report

Notwithstanding anything contained in the Master Agreement to the contrary, this Confirmation shall be effective only after it is signed by both Parties.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the Parties have signed this Confirmation effective as of the Effective Date.

[PURCHASER]

**Marin Clean Energy,
a California joint powers authority**

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A
GENERATING FACILITIES

Facility Name	Resource ID (if located in CAISO)	Renewable Resource Technology	WREGIS GU ID	CEC RPS ID	EIA ID	CARB ID	Delivery Period	State	County	Host Balancing Authority
							Full Delivery Term			
							Full Delivery Term			
							Full Delivery Term			
							Full Delivery Term			
							Full Delivery Term			
Parties agree Exhibit A may be replaced as allowed under the “Generating Facilities” section of this Confirmation.										

EXHIBIT B

FORM OF HOURLY METER AND E-TAG RECONCILIATION REPORT

Hourly Comparison for Energy Scheduled into a California Balancing Authority								
Date	Hour Ending	E-Tag ID Number	Hourly Final Schedule (MWh)	Hourly Meter Data (MWh)	Percent Share of Final Schedule (%)	Percent Share of Facility Generation Output (%)	RPS Contract ID	Preliminary Estimate of Eligible PCC 1 Volume (MWh)