CONFIRMATION

Reference:
Master Power Purchase and Sale Agreement
Between\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_ (“Seller”)
And
Peninsula Clean Energy Authority, a California joint powers authority (“Buyer”)

dated \_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_

This Confirmation is entered into as of \_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_ (the “Effective Date”) by and between Seller and Buyer. This Confirmation is subject to that certain Edison Electric Institute Master Power Purchase and Sale Agreement dated \_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_ (as amended from time to time, the “Master Agreement”) between Buyer and Seller and constitutes part of and is subject to the terms and provisions of such Master Agreement. Terms used but not defined herein shall have the meanings ascribed to them in the Master Agreement. This Confirmation and all Exhibits hereto and the Master Agreement, including any exhibits or amendments thereto, shall collectively be referred to herein as the “Agreement.” In the event of any conflict between this Confirmation and the Master Agreement, this Confirmation shall control. Seller and Buyer are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS:

**WHEREAS**, pursuant to California Public Utilities Code Sections 366.1, et. seq., Buyer has been registered as a Community Choice Aggregator (the “CCA”);

**WHEREAS**, Buyer has selected Seller to supply the requested Product to support Buyer’s delivery of CCA service to Buyer’s Customers; and

**WHEREAS**, Seller and Buyer desire to set forth the terms and conditions pursuant to which Seller shall supply the Product to Buyer, and Buyer shall take and pay for such supply of Product, in each case subject to satisfaction of the conditions herein.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements in this Confirmation and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. **DEFINITIONS**.Any capitalized terms used in this Confirmation but not otherwise defined below shall have the meaning ascribed to such term in the Master Agreement.

 “Ancillary Services” has the meaning ascribed to such term under the Tariff.

“Applicable Law” 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 or the terms of the Agreement.

 “CAISO” means the California Independent System Operator Corporation or the successor organization to the functions thereof.

“CAISO Charges” mean those amounts billed by CAISO and associated with the procurement and delivery at the Delivery Point of any Product through the CAISO market to Buyer as such charges may be adjusted from time to time pursuant to the Tariff. Such charges shall include, but are not limited to, Imbalance Charges, charges for RTD Imbalance Energy, Grid Management Charges, Ancillary Services charges, Unaccounted for Energy charges, CRRs, Bid Cost Recovery and Neutrality charges, in each case as defined by the CAISO. Such charges shall not include any payments received by Buyer’s Third Party SC from CAISO in respect of the Inter-SC Trades provided for hereunder.

“CRRs” means Congestion Revenue Rights as defined in the Tariff.

“Day Ahead” has the meaning set forth in the Tariff.

“Delivery Period” shall be the period beginning on the Start Date and ending on the End Date, each as set forth in Section 3 below.

“Delivery Point” has the meaning set forth in Section 4.

“Effective Date” means the effective date of this Confirmation as specified at the beginning of this Confirmation.

“Energy” means real (not reactive) electric energy in the form of three-phase alternating current having a nominal frequency of approximately 60 cycles per second and measured in MWh, provided that Energy supplied to Buyer under this Confirmation shall have the characteristics of electrical energy that is available and flowing at the Delivery Point.

“Energy Contract Price” means the price ($/MWh) to be paid by Buyer to Seller for the Energy Contract Quantity delivered hereunder, as set forth on Exhibit A.

“Energy Contract Quantity” means the quantity of Energy to be delivered hereunder by Seller to Buyer during each month and each hour of each month, as set forth on Exhibit A.

“Exhibits” shall be those certain Exhibits, which are attached hereto and made a part hereof.

“Governmental Authority” means any federal, state, local or municipal government, governmental department, commission, board, bureau, agency, or instrumentality, or any judicial, regulatory or administrative body, or the CAISO or any other transmission authority, having or asserting jurisdiction over a Party or the Agreement.

“Imbalance Charge” means any scheduling penalties, imbalance penalties, overpull or unauthorized overrun penalties, operational flow order penalties, cash out charges, banking charges or similar penalties, fees or charges, assessed by, or oversupply credits or payments due with respect to a failure to comply with balance and/or scheduling requirements of any applicable entity, specifically excluding any distribution charges imposed by PG&E on the delivery of the Energy hereunder.

“Inter-SC Trade” has the meaning set forth in the Tariff.

“MW” means megawatt.

“MWh” means megawatt-hour.

“PG&E” means the Pacific Gas and Electric Company, its successors and assigns.

“Product” shall have the meaning set forth in Section 2.1 below.

“Scheduling Coordinator” or “SC” means an entity certified by the CAISO as qualifying as a Scheduling Coordinator pursuant to the Tariff for the purposes of undertaking the functions specified in “Responsibilities of a Scheduling Coordinator” as set forth in the Tariff.

“Tariff” means the tariff and protocol provisions, including any current CAISO-published “Operating Procedures” and “Business Practice Manuals,” as amended, supplemented or replaced by CAISO from time to time.

“Third-Party SC” means a third party designated by Buyer to provide the SC functions for the benefit of Buyer.

1. **PRODUCT**.
	1. Seller Delivery Obligation. Throughout the Delivery Period, Seller shall sell and deliver or make available, or cause to be sold and delivered or made available to Buyer at the Delivery Point, the “Product,” which is comprised of a quantity of Energy determined in accordance with Section 6.1.
	2. Scheduling. Seller shall be responsible for scheduling the Product to Buyer’s Third Party SC on a Day Ahead basis as an Inter-SC Trade. Seller shall be responsible for scheduling the Energy to be delivered hereunder with CAISO, and for all costs associated with such scheduling, including all related CAISO Charges. Seller shall be responsible for generating all e-tags required to effectuate the delivery of such Energy to CAISO. Buyer shall retain all CAISO payments received by Buyer’s Third Party SC in respect of the Inter-SC Trades provided for hereunder.

Seller’s Scheduling Contact Telephone Number: \_\_\_\_\_\_\_\_

1. **DELIVERY PERIOD**.This Confirmation shall be in full force and effect as of the Effective Date. This Confirmation shall terminate on the date on which both Parties have completed the performance of their obligations hereunder, unless earlier terminated pursuant to the terms hereof. The Start Date and End Date for the Delivery Period are set forth below in Pacific prevailing time:

|  |  |
| --- | --- |
| **Start Date:** | **End Date:** |
| [\_\_\_\_\_\_\_\_\_, \_\_\_\_] | [\_\_\_\_\_\_\_\_\_, \_\_\_\_] |

1. **DELIVERY POINT**. The Delivery Point is [CAISO NP15 EZ Gen Hub or DLAP\_PGAE-APND].
2. **PRICING**. For each month during the Delivery Period, Buyer will pay Seller an amount equal to the monthly Energy Contract Quantity multiplied by the Energy Contract Price specified in Exhibit A. Each monthly Energy Contract Quantity shall be determined based upon the total of the hourly Energy Contract Quantities specified in Exhibit A for such month.
3. **ENERGY CONTRACT QUANTITIES**. For each hour of each month during the Delivery Period, Seller shall deliver and Buyer shall receive an amount of Energy equal to the hourly Energy Contract Quantity specified in Exhibit A.
4. **SELLER FAILURE TO DELIVER**. For the purposes of this Transaction, Section 4.1 of the Master Agreement shall be modified by replacing the words “positive difference, if any, obtained by subtracting the Contract Price from the Replacement Price” with the words “CAISO payments that Buyer or Buyer’s Third Party SC would have received in respect of the Inter-SC Trades provided for hereunder if Seller had fully performed.”
5. **MONTHLY BILLING SETTLEMENT**.Seller’s monthly invoice to Buyer shall be settled in accordance with this Section 7. Seller shall deliver each monthly invoice to Buyer not later than the tenth (10th) day of each month for the previous calendar month. The Parties hereby agree that all invoices under this Confirmation shall be due and payable on the later of (a) fifteen days following the date that Seller delivers its invoice to Buyer or (b) the twenty‑fifth (25th) day of the month in which Seller delivered such invoice, provided that if such day is not a Business Day, then such invoice will be due and payable on the next Business Day that occurs after such day.
6. **COMPLIANCE REPORTING**. Each Party shall provide all reasonable information to the other Party necessary for the other Party to timely comply with periodic compliance reporting requirements, to satisfy informational requests from a Governmental Authority, or as otherwise required by Applicable Law with respect to any Product delivered hereunder.
7. **standard of care and good faith**. When performing its obligations hereunder, each Party shall act in good faith and shall perform all work in a commercially reasonable manner.

|  |
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| **The Exhibits and Appendices identified below and attached hereto are a part of this Confirmation:** |
| **Exhibit A – Hourly Energy Contract Quantities and the Energy Contract Prices** |

Notwithstanding anything contained in the Master Agreement to the contrary, this Confirmation shall only be effective when executed by both Parties.

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

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, **Peninsula Clean Energy Authority,**

a \_\_\_\_\_\_\_\_\_\_\_\_\_a California joint powers authority

Sign: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sign: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Print: Print:

Title: Title:

**Exhibit A**

**Hourly Energy Contract Quantities and the Energy Contract Prices**

**Applicable Hours Per Day:**

**Applicable Days Per Month:**

| **Month and Year** | **Hourly Energy Contract Quantity (MWh)** | **Energy Contract Price (US $/MWh)** | **Expected Monthly Contract Cost (US $/MWh)** |
| --- | --- | --- | --- |
| January 2021 |  |  |  |
| February 2021 |  |  |  |
| March 2021 |  |  |  |
| April 2021 |  |  |  |
| May 2021 |  |  |  |
| June 2021 |  |  |  |
| July 2021 |  |  |  |
| August 2021 |  |  |  |
| September 2021 |  |  |  |
| October 2021 |  |  |  |
| November 2021 |  |  |  |
| December 2021 |  |  |  |
| January 2022 |  |  |  |
| February 2022 |  |  |  |
| March 2022 |  |  |  |
| April 2022 |  |  |  |
| May 2022 |  |  |  |
| June 2022 |  |  |  |
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| April 2023 |  |  |  |
| May 2023 |  |  |  |
| June 2023 |  |  |  |
| July 2023 |  |  |  |
| August 2023 |  |  |  |
| September 2023 |  |  |  |
| October 2023 |  |  |  |
| November 2023 |  |  |  |
| December 2023 |  |  |  |

**Time Zone: Pacific prevailing time**

**Total Quantity:** \_\_\_\_\_\_\_\_\_\_\_**MWh**

**Exhibit A - Continued**

**Energy Contract – Hourly Load Shape Quantities**

**[paste hourly load volumes for shaped energy transactions]**