

EXECUTION VERSION

AMENDMENT NO. 1 TO ENERGY STORAGE SERVICE AGREEMENT

This **AMENDMENT NO. 1 TO ENERGY STORAGE SERVICE AGREEMENT** (“Amendment”) dated as of December 15, 2022 (the “Amendment Effective Date”) is entered into by and between Tumbleweed Energy Storage, LLC (“Seller”) and California Community Power, a California joint powers authority (“Buyer”), (collectively, the “Parties”). This Amendment is being provided pursuant to and in accordance with the terms and provisions of the Energy Storage Service Agreement dated January 24, 2022 (the “ESSA”) between the Parties and constitutes part of and is subject to the terms and provisions of such ESSA. This Amendment, and the ESSA (as defined below), including any appendices, exhibits or amendments thereto, shall collectively be referred to as the “Agreement.”

RECITALS:

WHEREAS, the Parties entered into that certain Energy Storage Service Agreement with an Effective Date of January 24, 2022 (the “ESSA”); and

WHEREAS, the Parties desire to increase the Guaranteed Capacity and modify certain other terms of the ESSA.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Capitalized Terms.**

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

2. **Amendments to the ESSA.**

- a. Cover Sheet ‘Description of Facility’ is hereby amended by deleting “69 MW/552 MWh” and replacing it with “75 MW/600 MWh”.
- b. Cover Sheet ‘Milestones’ table is hereby amended by deleting “Partial Capacity Deliverability Status” and replacing it with “Full Capacity Deliverability Status” and replacing the associated Expected Date for Completion of “3/16/2018” with “3/18/2022”.
- c. Cover Sheet ‘Guaranteed Capacity’ and ‘Dedicated Interconnection Capacity’ are both hereby amended by deleting “69 MW” in both and replacing with “75 MW”.
- d. Cover Sheet ‘Security Amount’ is hereby amended by deleting “[REDACTED] of Guaranteed Capacity” for the Development Security and replacing it with “[REDACTED] of Guaranteed Capacity”.
- e. Article 1 Definition of ‘Guaranteed Flexible Capacity’ is hereby amended by deleting “69 MW” and “PCDS” and replacing them with “75 MW” and “FCDS”, respectively.
- f. Article 1 Definition of ‘Guaranteed Net Qualifying Capacity’ is hereby amended by deleting “69 MW” and “PCDS” and replacing them with “75 MW” and “FCDS”, respectively.

- g. Article 1 Definition of 'RA Guarantee Date' is hereby amended by deleting "Partial Capacity Deliverability Status" and replacing it with "Full Capacity Deliverability Status".
- h. Article 1 Definition of 'RA Shortfall Month' is hereby amended by deleting "PCDS" and replacing it with "FCDS".
- i. Section 2.2(c) is hereby amended by deleting "Partial Capacity Deliverability Status" and replacing it with "Full Capacity Deliverability Status".
- j. Section 3.3 is hereby amended by deleting both references to "Partial Capacity Deliverability Status" and replacing them with "Full Capacity Deliverability Status".
- k. Section 3.3(b) 'is hereby amended by deleting "Partial Capacity Deliverability Status" and replacing it with "Full Capacity Deliverability Status".
- l. Exhibit A 'Facility Description' is hereby amended by deleting "69 MW/552 MWh" and replacing it with "75 MW/600 MWh".
- m. Exhibit O 'Capacity and Efficiency Rate Tests' Part II Note is hereby amended by deleting "Guaranteed Storage Capacity" and replacing it with "Guaranteed Capacity".
- n. Exhibit Q 'Operating Restrictions' is hereby amended by deleting "69" and replacing it with "75" for all of the following: "Guaranteed Capacity (MW)", "Effective Capacity (MW)", "Maximum Charging Capacity (MW)", and "Maximum Discharging Capacity (MW)".
- o. Exhibit Q 'Operating Restrictions' is hereby amended by deleting "552" and replacing it with "600" for "Maximum Storage Level (MWh)".
- p. Exhibit Q 'Operating Restrictions' is hereby amended by adding a footnote No. 1 to "Effective Capacity (MW)" as follows: "1. Expected Capacity (MW) as of the Effective Date, subject to the most recent Capacity Test (including the Commercial Operation Capacity Test)."

3. **General.**

- a. No Other Changes. Except as provided in this Amendment, the ESSA is not modified and continues in full force and effect. From and after the date hereof, references to the ESSA will be understood to mean the ESSA as amended by this Amendment.
- b. Governing Law. This Amendment will be governed by and construed in accordance with the laws of the State of California without regard to principles of conflicts of law.
- c. Counterparts. This Amendment may be signed in any number of counterparts with the same effect as if the signatures to each counterpart were upon a single instrument. Delivery of an executed signature page of this Amendment by electronic mail transmission (including PDF) shall be the same as delivery of a manually executed signature page.

[Signatures appear on following page.]

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

**TUMBLEWEED ENERGY STORAGE, LLC, a
Delaware limited liability company**

**CALIFORNIA COMMUNITY POWER, a
California joint powers authority**

DocuSigned by:
By: Cody Hill
39CB66F1269944F
Name: Cody Hill
Title: Senior Vice President

DocuSigned by:
By: Tim Haines
7B2DD95820854A3
Name: Tim Haines
Title: Interim General Manager