Pricing and other market-sensitive data within this Contract may be exempt from disclosure under the California Public Records Act and other rules, including but not limited to Government Code Sections 6254(k) and 6255; Evidence Code Sections 1040 and 1060; Civil Code Section 3426.1, and Public Utilities Code Sections 454.5(g) and 583; and Decision 06-06-066 of the California Public Utilities Commission (as amended by D. 21-11-029 and other decisions).

This Contract has been redacted accordingly.

Originals of all Contracts signed by the City as administrator of San José Clean Energy are with the Office of the Energy Department.

A redacted audit trail for any non-dated electronically signed contracts is attached.

Contact the Energy Department at:

-Email: info@sanjosecleanenergy.org

-Phone: (833) 432-2454 for additional information.

CARBON FREE FIRM ENERGY AND IMPORT RA CONFIRMATION LETTER

This confirmation letter ("Confirmation") confirms the Transaction between Brookfield Renewable Trading and Marketing LP ("Seller") and City of San José, a California municipal corporation ("Buyer", together with Seller, the "Parties" and each individually, a "Party"), dated as of the last dated signature on the signature page hereto (the "Effective Date") in which Seller agrees to provide to Buyer the right to the Product (the "Transaction"). This Transaction is governed by the terms and conditions of the Western Systems Power Pool Agreement effective September 11, 2023, together with any and all exhibits, schedules or supplements thereto or incorporated therein by reference, as amended or modified, each in force and effect from time to time between the Parties (collectively, the "WSPP Agreement"), as amended and supplemented by this Confirmation, under the following terms and conditions. The definitions and provisions contained in this Confirmation, the WSPP Agreement, the RA Requirements (as defined herein) and in the tariffs and/or protocols of the California Independent System Operator Corporation as amended from time to time (the "CAISO Tariff" or the "Tariff"), shall apply to this Confirmation and are incorporated by reference; provided that, to the extent that this Confirmation is inconsistent with any provision of the WSPP Agreement, this Confirmation shall govern the rights and obligations of the Parties hereunder. Consistent with Sections 32 and 35 of the WSPP Agreement, this Confirmation, together with all other transactions, confirmations (as defined in the WSPP Agreement) and the WSPP Agreement, form a single integrated agreement between the Parties and are not separate contracts. This Confirmation supersedes and replaces any prior oral or written confirmation or agreement, including broker confirmations, regarding this Transaction.

ARTICLE 1
PRODUCT 1

1.1. Product 1 – Contract Price, Hourly Contract Quantity, Delivery Term and Delivery Point

(a) Product 1: WSPP Agreement Schedule C Firm Energy supplied from a Carbon Free Source or ACS Source set forth in Exhibit A ("Carbon Free Firm Energy"), subject to Section 1.2(e). Product 1 cannot be curtailed by Seller or Buyer for economic reasons.

(b) Delivery Term: June 1, 2025 through May 31, 2026, inclusive.

(c) Hourly Contract Quantity: [redacted]

(d) Delivery Point: Nevada Oregon Border ("NOB"), north to south ("NOB N-S"), which is an Intertie.

(e) Delivery Profile: On-Peak (HE 0700 through HE 2200 PPT, Monday through Saturday), excluding NERC Holidays.

(f) Contract Price (Product 1): The Contract Price is an aggregation of three components, as applicable, and as further described in Section 1.2(c).

(g) Passage of Title: Seller represents and warrants that Seller holds the rights to the Product free and clear of all liens and encumbrances, and Seller agrees to convey and hereby conveys all such Product to Buyer free and clear of all liens and encumbrances as included in the delivery of the Product subject to the terms and conditions contained herein. As set

forth in Section 33.2 of the WSPP Agreement, title and reporting rights to Product 1 shall pass from Seller to Buyer at the Delivery Point.

(h) Transmission and Agreed Transmission Path: Under this Confirmation the agreed transmission path for Product 1 deliveries to the Delivery Point will be to Big Eddy and Big Eddy to NOB (each, an "Agreed Transmission Path").

For the purposes of the Cap and Trade Regulations, the foregoing agreed upon transmission path shall constitute a "continuous physical transmission path" which shall provide for "direct delivery of electricity" (as such terms are defined in the Cap and Trade Regulations).

(i) Seller Delivery Obligation: Seller shall Bid or Self-Schedule Product 1 consistent with the Delivery Profile in the amount of the Hourly Contract Quantity into the CAISO on behalf of Buyer as evidenced by E-Tags, or such other format acceptable to Buyer. Carbon Free Firm Energy deliveries shall be measured for each hour that the Carbon Free Firm Energy is delivered to the CAISO Delivery Point but shall not exceed the lesser of corresponding amounts shown on the E-Tags or meter data from the Carbon Free Source or ACS Source, as applicable.

(j) Reporting Requirements: Seller shall provide Buyer with all necessary documentation required to support and verify that delivery requirements have been met according to the Applicable Program, including but not limited to documentation demonstrating that the Carbon Free Source meets the CARB requirements of a Specified Source Facility, the Carbon Free Firm Energy is traceable to a specific generating facility. For ACS Sources, the ACS supplier must be registered and approved by CARB. Without limiting the foregoing, Seller shall comply with Section 12.2 of that certain Carbon Free Energy WSPP Confirmation Letter between the Parties dated as of even date for all Carbon Free Firm Energy delivered under this Confirmation Letter.

1.2. Special Conditions – Product 1

(a) Generally Accepted Utility Practice: All scheduling and tagging shall be in accordance with Generally Accepted Utility Practice.

(b) External Resource: Energy delivered pursuant to this Confirmation will not be sourced from resources internal to the CAISO Balancing Authority Area.

(c) [redacted]

[redacted]

(d) Additional Seller Representations: Seller represents and warrants to Buyer as follows:

(i) The facilities comprising the Carbon Free Source, or ACS Source, as applicable, and any other resources delivering electricity under this confirmation, are external to the CAISO Balancing Authority Area;

(ii) the capacity supporting energy to be delivered pursuant to this Confirmation is not committed to another balancing authority area (*i.e.* no double-counting);

(iii) throughout the Delivery Term, Seller will not commit the capacity necessary to support delivery of Product 1 to a third party or other balancing authority area;

(iv) the Hourly Contract Quantity of Product 1 sold to Buyer hereunder has been sold once and only once by Seller;

(v) throughout the Delivery Term, Product 1 will be delivered to the Delivery Point on long term firm intertie transmission from Big Eddy to NOB that cannot be curtailed in operating hours for economic reasons or bumped by higher priority transmission.

(e) Seller's Right to Deliver System Resource Energy: Seller may deliver up to 80% of Product 1 from a System Resource (not listed in Exhibit A) after using commercially reasonable efforts to deliver Carbon Free Firm Energy. In this case, Seller will continue to be obligated to deliver Product 1 from a facility or facilities external to the CAISO Balancing Authority Area; however, Seller may deliver Product 1 from a System Resource, ("System Resource Energy") in which case (i) no Attributes Price will be due and payable for the volume of such System Resource Energy; and (ii) Seller shall be responsible for any carbon costs associated with the delivery of such System Resource Energy.

For greater certainty, Seller's performance (and failure to perform) hereunder is and remains subject to the terms of the Product and the WSPP Agreement.

ARTICLE 2
PRODUCT 2

2.1. Product 2 – Scheduling Coordinator Services

(a) Seller: Brookfield Renewable Trading and Marketing LP

(b) Buyer: City of San José

(c) Product 2: Scheduling Coordinator Services as described below for Carbon Free Firm Energy (and System Resource Energy, if applicable) procured by Buyer as Product 1.

2.2. Overview

The purpose of Product 2 is for Seller to perform the required scheduling coordinator functions for the "resource" (as such term is used by the CPUC in D. 20-06-028, the Carbon Free Firm Energy (and System Resource Energy, if applicable)). Although D.20-06-028 required the Buyer to take responsibility for ensuring that energy associated with an import RA contract is bid into, and delivered to, the CAISO markets, the CPUC's decision also permitted the Buyer to designate another party to act on its behalf as a Scheduling Coordinator to bid and deliver the energy into the CAISO markets.

Seller is a Scheduling Coordinator recognized by CAISO pursuant to the CAISO Tariff and has the requisite experience, skill and capability to perform the scheduling obligations assumed by it in providing the Scheduling Coordinator Services (as defined below). In providing the Scheduling Coordinator Services, Seller will perform, and assume all costs, risks and liabilities associated with performing, the scheduling responsibilities defined below for the limited purpose of submitting Bid(s) and physically scheduling and delivering Buyer's Carbon Free Firm Energy (and System Resource Energy, if applicable) procured as Product 1 from the Delivery Point to the Sink as required and contemplated by CPUC D.20-06-028 and the resource adequacy requirements established by CAISO pursuant to the CAISO Tariff.

2.3. Scheduling Coordinator Services

Seller agrees to assume the scheduling functions required to schedule and deliver the Carbon Free Firm Energy (and System Resource Energy, if applicable) procured by Buyer as Product 1 at and from the Delivery Point to the Sink, being an Aggregated Pricing Node in the CAISO Balancing Authority Area, as set forth below ("Scheduling Coordinator Services"):

(a) For each hour in which energy is to be delivered to the Delivery Point, Seller will Bid or Self-Schedule (as such terms are defined in the CAISO Tariff) Product 1 into the CAISO Day Ahead Market and Real-Time Market, *provided* if Seller submits Bid(s) (other than Self-Schedule) such Bid(s) for each hour that is an Availability Assessment Hour, Seller's Bid(s) shall be at a price between [redacted] "Bidding Requirement");

(b) Confirming with CAISO and Buyer to use the Resource ID: BRTM_NOB_I_F_RA01 associated with Seller's SCID for purposes of undertaking the services in paragraph (a) above ("RA Resource ID");

(c) Submitting a monthly and annual Supply Plan using the RA Resource ID for each month of the Delivery Term on or prior to the deadline in the CAISO Tariff;

(d) Undertaking all scheduling and tagging requirements in accordance with Generally Accepted Utility Practice from the Delivery Point to the Sink, including inserting the following in each NERC E-Tag:

(i) Seller's Scheduling Coordinator PSE in the "physical path" at and from the Delivery Point to the Sink,

(ii) Buyer's PSE in the "market path" at the Delivery Point,

(iii) Buyer's PSE as the last PSE in the "physical path",

(iv) RA Resource ID BRTM_NOB_I_F_RA01 in the Misc (Token/Value) field in "physical path" at and from the Delivery Point to the Sink,

(v) A CAISO Aggregated Pricing Node as the Sink, and

(vi) performing such other ancillary requirements under the CAISO Tariff to give effect to the foregoing.

A sample NERC E-Tag is attached hereto as Exhibit B for informational purposes. Actual NERC E-Tags generated for deliveries hereunder may vary from the sample attached as Exhibit B due to changes in Carbon Free Source, CAISO or WECC tagging practices or otherwise as required to be consistent with Generally Accepted Utility Practice.

2.4. Seller's Scheduling Contacts

	Phone
Pre-scheduler:	[redacted]
Real-Time:	[redacted]

2.5. Buyer's Identifiers

Buyer's SCID: SJCE

Buyer's PSE: SJCE

2.6. Special Conditions – Product 2

(a) Resource Adequacy Plan: Buyer shall submit (or cause to be submitted) a monthly and annual Resource Adequacy Plan ("RA Plan"), as required by the CAISO Tariff, that explicitly identifies the Delivery Profile hours as the temporal constraint/limitation and such RA Plan shall otherwise match the Supply Plan submitted by Seller.

(b) CAISO Acceptance/Rejection: Subject to Section 2.6(c), Seller shall be entitled to retain any and all revenues received from (and if prices are negative, liable for all payments to) CAISO as a result of CAISO accepting the Bid(s) (including Self-Schedule(s)) submitted by Seller. If, in any hour of the Delivery Term, CAISO rejects the Bid(s) (including Self-Schedule) submitted by Seller in the CAISO Day Ahead Market and Real-Time Market, then:

(i) if Seller Self-Schedules or Bids in accordance with the Bidding Requirement, the Parties agree to treat such rejection by CAISO as an Uncontrollable Force such that each Party shall be excused from their respective obligation to sell and deliver or purchase and receive Product 1 for that hour, and

(ii) if Seller does not Bid in accordance with the Bidding Requirement, the Parties agree to treat such rejection by CAISO as a failure to deliver by Seller, no payment shall be due for such hour, and, unless Seller is otherwise excused from its delivery obligations, Buyer shall be entitled to such remedies as are provided hereunder and in the WSPP Agreement.

(c) Settlements/Invoicing: For each month of the Delivery Term, the following terms shall apply for the settlement of amounts due with respect to each MWh of Product 1 delivered to Buyer:

(i) Buyer will pay the Contract Price to Seller for each MWh of Product 1 delivered to Buyer in such month pursuant to this Confirmation on the payment due date specified in Section 9.2 of the WSPP Agreement.

(ii) For each month of the Delivery Term, and in consideration of Seller retaining any and all CAISO revenues received by Seller associated with the Energy from Product 1, Seller will credit Buyer the Energy Adjustment pursuant to this Confirmation. "Energy Adjustment" means the LMP Index for each MWh of Product 1 delivered to Buyer in such month pursuant to this Confirmation.

(iii) Invoicing and payment for Product 1 delivered to Buyer shall be in accordance with Article 9 of the WSPP Agreement, except that payment shall be due within twenty (20) days after receipt of the invoice or, if such day is not a Business Day, then on the next Business Day. Monthly invoices for Product 1 shall detail (1) the amount of Product 1 delivered to Buyer in that month times the Contract Price, and 2) the Energy Adjustment for that month, and 3) the net amount due from Buyer for such month (which shall be the difference between 1) and 2).

ARTICLE 3
GENERAL PROVISIONS

3.1 Uncontrollable Forces

The Parties agree that Product 1 and Product 2 shall be subject to Section 10, Uncontrollable Forces, of the WSPP Agreement. The Parties agree, for the purposes of Section 10 of the WSPP Agreement that:

(a) any limitation, interruption or curtailment on the applicable Agreed Transmission Path, at the Delivery Point or from the Delivery Point to Sink by the transmission provider pursuant to the applicable OATT or transmission service contract (including CAISO pursuant to CAISO Tariff), by or at the direction of WECC or any applicable NERC-recognized regional reliability coordinator, including for unscheduled flow mitigation, planned outage(s) and full or partial de-rate(s), whether or not known or anticipated as of the Effective Date, will be considered an Uncontrollable Force,

(b) a limitation, interruption or curtailment described in paragraph (a) may result in Bid(s), schedule(s) or E-Tag(s) not being submitted or created, as applicable, for one or more hours depending on the timing and circumstances of the qualifying limitation, interruption or curtailment, Generally Accepted Utility Practice and requirements and practices pursuant to CAISO Tariff,

(c) if and to the extent any of the events or circumstances described in paragraphs (a) and (b) above prevents (i) delivery of the Hourly Contract Quantity of Product 1 to Sink for any hour(s) of the Delivery Term or (ii) Bid(s), schedule(s) or E-Tag(s) being submitted or created, as applicable, by Seller for any hour(s) of the Delivery Term, subject to Section 1.2(c), Seller and Buyer shall be relieved of their obligation to sell and deliver or purchase and receive, respectively, Product 1 at the Delivery Point for such hour(s) and Seller shall be relieved of its SC Services obligations for such hour(s).

3.2 Monthly Reporting

The Parties acknowledge that in each month of the Delivery Term non-delivery of energy can reasonably be expected from time to time as a result of, among other things, Uncontrollable Forces (*e.g.* transmission limitations, interruptions and/or curtailments) and CAISO rejecting Bid(s) meeting the Bid Requirement, including during conditions of oversupply and congestion. For transparency, in addition to Buyer having delivery visibility through inclusion on all NERC E-Tags, Seller will provide a monthly report that includes a lesser of analysis showing E-Tags and meter readings from the Carbon Free Source, as applicable.

3.3 Electricity Importer

As a result of the provision of Scheduling Services, Seller will be the electricity importer of record into California for purposes of the Cap and Trade Regulations for the Carbon Free Firm Energy (or System Resource Energy if applicable) delivered pursuant to this Confirmation. The Parties acknowledge that Seller will be responsible for satisfying any Compliance Obligation (as defined in the Cap and Trade Regulations) associated with the energy that is scheduled and imported into California pursuant to this Confirmation. Seller shall be responsible for payment of any costs associated with such Compliance Obligation, and payment of carbon costs, if any, associated with deliveries of such energy.

3.4 Confidentiality

Notwithstanding anything to the contrary in Section 30.1 of the WSPP Agreement, the Parties agree that either Party may disclose a copy of this Confirmation to a Governmental Authority if required or if requested by such Governmental Authority or for the purposes set forth in Section 3.5(b), provided such Party shall redact commercial terms (*e.g.* Contract Price) prior to disclosure or disclose the Confirmation confidentially to the Governmental Authority unless redactions or confidential treatment is not permitted by the Governmental Authority. Each Party recognizes that this Confirmation is subject to the requirements of the California Public Records Act (Government Code Section 7920 et seq.).

3.5 RA Requirements / Change in Law

(a) The Parties acknowledge that Buyer has entered into this transaction to, among other things, use Product 1 toward meeting its RA Requirements and mid-term reliability bridge capacity requirements under CPUC Decision 23-02-040. Buyer acknowledges that Seller makes no representation or warranty that Product 1 as procured by Buyer will be eligible for or can be used or counted toward Buyer's resource adequacy obligations pursuant to the RA Requirements.

(b) The Parties agree that either or both Parties may provide a copy of this Confirmation to the CPUC confidentially prior to the time required for Buyer's compliance filings to obtain the

CPUC's guidance or advice as to the eligibility of Product 1 for meeting the RA Requirements, provided if Seller provides a copy it shall redact or exclude Buyer's name.

(c) It is Buyer's sole responsibility to ensure it has obtained sufficient intertie import capability at the Delivery Point such that Buyer may use Product 1 towards its RA Requirements.

(d) If there is a Change in Law that (i) materially adversely changes or affects a Party's obligations hereunder or (ii) results in Buyer being unable to use Product 1 to meet its RA Requirements, the Parties shall work in good faith to try and revise this Confirmation, which may include changes to commercial terms, to appropriately address the material adverse change or effect or permit Buyer to be able to use Product 1 toward its RA Requirements. In the event the Parties cannot reach agreement on any such amendments to this Confirmation within 30 days' written notice from one Party following the Change in Law ("Negotiation Period"), then either Party may terminate this Confirmation within thirty (30) days after the Negotiation Period upon written notice to the other Party, which, subject to Section 3.7, shall be effective the next Business Day after such notice is received. Any termination in accordance with this paragraph shall be without liability of either Party to the other on the termination date as a result of such termination, *provided* for greater certainty each Party shall remain liable for any payments arising from performance (and non-performance) up to and including the termination date. Termination of this Confirmation pursuant to this paragraph shall not result in termination (or give rise to a right of termination) of any other transactions between the Parties *provided* that if multiple transactions between the Parties are similarly affected by the Change in Law the terminating Party must concurrently terminate all such transactions unless the other Party otherwise agrees.

3.6 Seller Indemnification / Termination

To the extent Seller fails to fulfill its obligations under this Confirmation and such failure is not excused under the terms of either Product, this Confirmation or the WSPP Agreement or caused by a failure to perform by Buyer, then:

(a) Seller agrees to indemnify Buyer for any monetary penalties directly resulting from Seller's nonperformance hereunder as assessed against Buyer by the CPUC pursuant to the RA Requirements but only to the extent such penalties being assessed could not be avoided by Buyer using commercially reasonable efforts following notice from Seller of its nonperformance; and

(b) in addition to Buyer's other remedies hereunder, if such failure meets all the criteria for a RA Termination Event, Buyer may terminate this Confirmation upon written notice to Seller, *provided* such notice is provided no later than ten (10) Business Days after such RA Termination Event having occurred. If timely termination notice is provided to Seller, subject to Section 3.7, termination shall be effective the next Business Day after such notice is received. Any termination in accordance with this paragraph shall be without liability of either Party to the other on the termination date as a result of such termination, *provided* for greater certainty each Party shall remain liable for any payments arising from performance (and non-performance) up to and including the termination date. Termination of this Confirmation pursuant to this paragraph shall not result in termination (or give rise to a right of termination) of any other transactions between the Parties.

With respect to the foregoing, the Parties shall use commercially reasonable efforts to minimize any such monetary penalties or the impact of any Seller non-performance; provided, that in no event shall Buyer be required to use or change its utilization of its owned or controlled assets or market positions to minimize such penalties.

3.7 Survival

To the extent this Confirmation is terminated by either Party as provided in Section 3.5 or 3.6 and Seller, in performing its obligations hereunder, has submitted a monthly Supply Plan or has other binding obligations or commitments to CAISO that cannot be rescinded without Seller incurring penalties or other charges, all applicable terms, conditions and provisions of this Confirmation shall survive termination until all binding obligations or commitments to CAISO as at the effective date of such termination have been fully performed, including, without limiting the generality of the foregoing, the purchase and sale of Carbon Free Firm Energy. For greater certainty, neither Party will make any further binding commitments to CAISO (*e.g.* no filing of monthly RA Plans or Supply Plans) after the effective date of termination.

3.8 Buyer Limited Assignment.

Buyer may make a limited assignment of Buyer's right to receive all or a portion of the Product that would otherwise be delivered to Buyer hereunder to an entity ("Limited Assignee") that has, or provides a parent guaranty, in form and substance reasonably acceptable to Seller from an entity with an Investment Grade Credit Rating of Buyer's right to receive Product (which shall not be for retail sale) and its obligation to make payments to Seller, which assignment shall be expressly subject to Limited Assignee's timely payment of amounts due under this Agreement, at any time upon not less than thirty (30) days' Notice by delivering a written request for such assignment. In connection with any such assignment, Buyer and Seller agree to execute a limited assignment agreement substantially in the form attached hereto as Exhibit E, or if requested by Buyer or Seller, in a similar form of agreement that is reasonably acceptable to Buyer and Seller. For the avoidance of doubt, Buyer will remain responsible for all its obligations under this Agreement related to such assigned Product, including (i) the obligation to pay for such Product to the extent the assignee thereof does not do so and (ii) any damages associated with such assignee's failure to take any such Product. Notwithstanding anything to the contrary in Section 30.1 of the WSPP Agreement, the Parties agree that Buyer may disclose a copy of this Confirmation to Limited Assignee.

3.9 Termination Payment

For this Transaction, the following is inserted as a penultimate paragraph in Section 22.2(b) of the WSPP Agreement:

"If Buyer is the Non-Defaulting Party and Buyer reasonably expects to incur or be liable for any penalties, fines or costs from CAISO, or any Governmental Body, because Buyer or a Subsequent Buyer is not able to include the applicable Contract Quantity in a Compliance Showing due to Seller's Event of Default, then Buyer may, in good faith, estimate the amount of those penalties, fines or costs which could not be reasonably avoided by Buyer following notice from Seller of its nonperformance and include the estimate in its determination of the Termination Payment, subject to accounting to Seller when those penalties, fines or costs are finally ascertained. If this accounting establishes that Buyer's estimate exceeds the actual amount of penalties, fines or costs, Buyer must promptly remit to Seller the excess amount with interest in accordance with Section 9.3 of the WSPP Agreement. The rights and obligations with respect to determining and paying any Termination Payment, and any dispute resolution provisions with respect thereto, survive the

termination of this Transaction and continue until after those penalties, fines or costs are finally ascertained."

3.10 [Reserved]

3.11 Collateral

[redacted]

3.12 City of San José Standard Provisions

(a) Nondiscrimination/Non-Preference. Seller shall not, and shall not cause or allow its affiliates in connection with this Agreement to, discriminate against or grant preferential treatment to any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity or national origin. This prohibition applies to recruiting, hiring, demotion, layoff, termination, compensation, fringe benefits, advancement, training, apprenticeship and other terms, conditions, or privileges of employment, subcontracting and purchasing. Seller will inform its affiliates of these obligations under the Agreement. The prohibition is not intended to preclude Seller from providing a reasonable accommodation to a person with a disability.

(b) Conflict of Interest. As of the Effective Date, Seller is unaware of any facts constituting a conflict of interest that is or may be related to this Agreement. In performing this Agreement, Seller shall not engage in acts that could constitute a conflict of interest under state or local law. Upon Seller having express knowledge that the manner in which it performs any part of this Agreement results in a conflict of interest it shall promptly notify the Buyer in writing of the facts giving rise to a conflict of interest. Seller's violation of this subsection (b) is a material breach of the Agreement.

(c) Gifts Prohibited. Chapter 12.08 of the San José Municipal Code generally prohibits a City of San José officer or designated employee from accepting any gift. Seller shall not offer any City of San José officer or designated employee any gift prohibited by Chapter 12.08 related to this Agreement. Seller's violation of this subsection (c) is a material breach.

(d) Disqualification of Former Employees. Chapter 12.10 of the San José Municipal Code generally prohibits a former City of San José officer and former designated employee from providing services to the City of San José connected with his/her former duties or official

responsibilities. Seller shall not use any officer, employee or agent to perform any services related to this Agreement if doing so would violate Chapter 12.10.

3.13 Designated Fund and Limited Obligations

(a) Designated Fund. Buyer is a municipal corporation and is precluded under the California State Constitution and applicable law from entering into obligations that financially bind future governing bodies, and, therefore, nothing in the Agreement shall constitute an obligation of future legislative bodies of the City to appropriate funds for purposes of the Agreement; provided, however, that (i) Buyer has created and set aside a designated fund, San José Clean Energy Operating Fund (the "Designated Fund"), for payment of its obligations under the Agreement and (ii) subject to the requirements and limitations of applicable law and taking into account other available money specifically authorized by the San José City Council and allocated and appropriated to the San José Clean Energy's obligations, Buyer agrees to establish San José Clean Energy rates and charges that are sufficient to maintain revenues in the Designated Fund necessary to pay its obligations under this Agreement and all of Buyer's payment obligations under its other contracts for the purchase of energy for San José Clean Energy. Buyer shall provide Seller with reasonable access to account balance information with respect to the San José Clean Energy Designated Fund during the Term.

(b) Limited Obligations. Buyer's payment obligations under the Agreement are special limited obligations of the Buyer payable solely from the Designated Fund and are not a charge upon the revenues or general fund of the City of San José or upon any non- San José Clean Energy moneys or other property of the Energy Department or the City of San José.

ARTICLE 4
WSPP AGREEMENT CHANGES

4.1 For this Transaction, the WSPP Agreement shall be amended as follows:

(a) Section 22.1 is modified by inserting the following new text at the end thereof:

"(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 is unable to pay its debts generally as they become due;

(g) the institution, by the Defaulting Party, of a general assignment for the benefit of its creditors; or

(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."

(b) 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.

(c) Section 22.3(c) is amended by deleting the third sentence thereof and replacing it with the following: "If the Non-Defaulting Party's aggregate Gains exceed its aggregate Losses and Costs, if any, resulting from the termination of this Agreement or a Confirmation, the Termination Payment for all such Terminated Transactions shall be zero, notwithstanding

any provision in this Section or Agreement to the contrary."

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

(e) In Section 22.3(f), delete the entire provision and replace it with the following:

"If the Defaulting Party disagrees with the calculation of the Termination Payment and the Parties cannot otherwise resolve their differences, and provided that 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."

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

(g) Subsections 34.1 and 34.2 are deleted and replaced with the following:

"34.1 INFORMAL DISPUTE RESOLUTION

IN THE EVENT OF ANY DISPUTE ARISING UNDER THIS TRANSACTION, WITHIN TEN (10) DAYS FOLLOWING THE RECEIPT OF A WRITTEN NOTICE FROM EITHER PARTY IDENTIFYING SUCH DISPUTE, THE PARTIES SHALL MEET, NEGOTIATE AND ATTEMPT, IN GOOD FAITH, TO RESOLVE THE DISPUTE QUICKLY, INFORMALLY AND INEXPENSIVELY. IF THE PARTIES ARE UNABLE TO RESOLVE A DISPUTE ARISING HEREUNDER WITHIN THIRTY (30) DAYS AFTER RECEIPT OF SUCH NOTICE, THEN EITHER PARTY MAY SEEK ANY AND ALL REMEDIES AVAILABLE TO IT AT LAW OR IN EQUITY, SUBJECT TO THE LIMITATIONS SET FORTH IN THIS TRANSACTION."

"34.2 EXCLUSIVE JURISDICTION

EACH PARTY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN SAN JOSE, CALIFORNIA, FOR ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY TRANSACTION, AND EXPRESSLY WAIVERS ANY OBJECTION IT MAY HAVE TO SUCH JURISDICTION OR THE CONVENIENCE OF SUCH FORUM."

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

(i) The following shall be inserted as a new Section 34.5:

"34.5 LIMITATION OF DAMAGES. EXCEPT AS OTHERWISE SPECIFIED IN ANY CONFIRMATION, FOR BREACH OF ANY PROVISION OF THIS CONFIRMATION AGREEMENT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, THE EXPRESS REMEDY OR MEASURE OF DAMAGES PROVIDED IS THE SOLE AND EXCLUSIVE REMEDY UNDER THIS AGREEMENT. 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 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."

(j) Section 37 is amended by inserting the following in the beginning of the section: "On the date of entering into this Confirmation,".

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

"The Parties agree as follows:

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:

(i) Absent the agreement of all Parties to the proposed change, the standard of review for changes to any section of this Agreement (including all Transactions and/or Confirmations) specifying the rate(s) or other material economic terms and conditions agreed to by the Parties herein, whether proposed by a Party, a non-party or FERC acting sua sponte, shall be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956)(the "Mobile-Sierra" doctrine) and clarified in Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1 of Snohomish 554 U.S. 527 (2008) and NRG Power Marketing LLC v. Maine Pub. Util. Comm'n, 558 U.S. 165 (2010).

(ii) The Parties, for themselves and their successors and assigns, (i) agree that this "public interest" standard shall apply to any proposed changes in any other documents, instruments or other agreements executed or entered into by the Parties in connection with this Agreement and (ii) hereby expressly and irrevocably waive any rights they can or may have to the application of any other standard of review, including the "just and reasonable" standard."

4.2 <u>Counterparts</u>

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 attached as a PDF to an email shall be the same as delivery of a manually executed signature page.

4.3 Entire Agreement; No Oral Agreements or Modifications

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. Notwithstanding any other provision of the Agreement, this Transaction may be confirmed only through a Documentary Writing executed by both Parties, and no amendment or modification to this Transaction shall be enforceable except through a Documentary Writing executed by both Parties.

4.4 WAIVER OF IMMUNITY

EACH PARTY IRREVOCABLY WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WITH RESPECT TO ITSELF AND ITS REVENUES AND ASSETS (IRRESPECTIVE OF THEIR USE OR INTENDED USE), ALL IMMUNITY ON THE GROUNDS OF SOVEREIGNTY OR OTHER SIMILAR GROUNDS FROM (A) SUIT, (B) JURISDICTION OF ANY CALIFORNIA STATE OR FEDERAL COURT, (C) RELIEF BY WAY OF INJUNCTION, ORDER FOR SPECIFIC PERFORMANCE OR FOR RECOVERY OF PROPERTY, (D) ATTACHMENT OF ITS ASSETS (WHETHER BEFORE OR AFTER JUDGMENT) AND (E) EXECUTION OR ENFORCEMENT OF ANY JUDGMENT TO WHICH IT OR ITS REVENUES OR ASSETS MIGHT OTHERWISE BE ENTITLED IN ANY PROCEEDINGS IN THE COURTS OF CALIFORNIA AND IRREVOCABLY AGREES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THAT IT WILL NOT CLAIM ANY SUCH IMMUNITY IN ANY PROCEEDINGS.

[*Signatures appear on the following page.*]

Acknowledged and agreed to as of the Effective Date.

Brookfield Renewable Trading and Marketing LP, by its duly authorized officer

By: Marco Talamo
Marco Talamo (Oct 8, 2024 10:28 EDT)

Name: Marco Talamo

Title: Vice President

City of San José, a California municipal corporation

By: Zachary J Struyk
Zachary J Struyk (Oct 8, 2024 15:14 PDT)

Name: Zachary J Struyk

Title: Acting Director, Energy Dept.

Approved as to form:

By: Brian Kimball

Name: Brian Kimball

Title: Senior Deputy City Attorney

EXHIBIT A

CARBON FREE AND ACS SOURCE

[redacted]

Facility Name	State/ Province	Technology	Total Facility Nameplate (MW)	CAISO Resource ID	Emissions Rate if ACS	CARB ID
Carbon Free Source						
[redacted]						

EXHIBIT B

SAMPLE NERC E-TAG

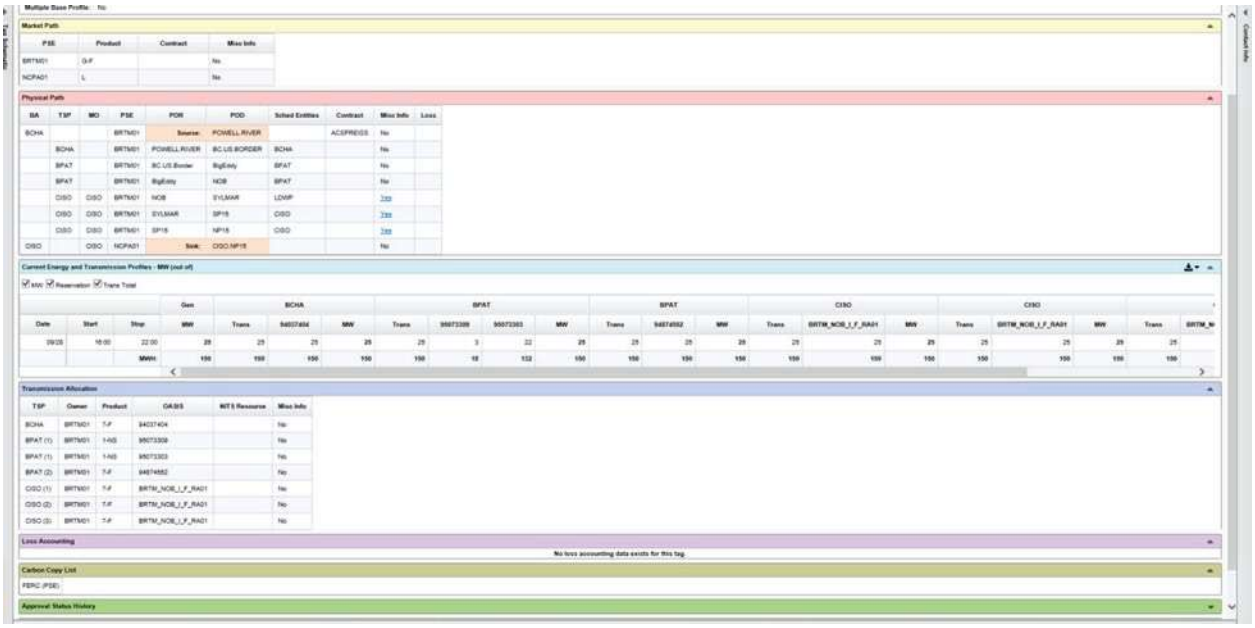

EXHIBIT C

DEFINITIONS

Capitalized terms not otherwise defined herein that are defined in the CAISO Tariff shall have the meanings ascribed thereto in the CAISO Tariff.

"AAH" or "Availability Assessment Hours" means the five consecutive hour period pre-defined by CAISO pursuant to the CAISO Tariff as the Availability Assessment Hours for resources providing system resource adequacy for the applicable month of the Delivery Term. The Parties acknowledge that, as of the Effective Date, CAISO has determined the Availability Assessment Hours for resources providing system resource adequacy are (a) for the months of March through May of the Delivery Term, hour ending ("HE") 1800 through HE 2200 (i.e., 5 consecutive hours per day between 5 PM – 10 PM), Monday through Friday (5 days per week), and (b) for all other months of the Delivery Term, HE 1700 through HE 2100 (i.e., 5 consecutive hours per day between 4 PM - 9 PM), Monday through Friday (5 days per week).

"ACS" means "asset-controlling supplier" as that term is defined in the Cap and Trade Regulations.

"Applicable Program" means the Cap and Trade Regulations or the PSD Regulations.

"Bid" has the meaning given in the CAISO Tariff.

"Buyer" as used herein shall have the same meaning as "Purchaser" under the WSPP Agreement.

"CAISO Tariff" means the FERC-approved electric tariff of the California Independent System Operator Corporation ("CAISO") and any current applicable CAISO-published Operating Procedures and Business Practice Manuals, in each case as amended or supplemented from time to time.

"Cap and Trade Regulations" means the Mandatory Greenhouse Gas Emissions Reporting and California Cap on Greenhouse Gas Emissions and Market-Based Compliance Mechanisms regulations (California Code of Regulations Title 17, Subchapter 10, Articles 2 and 5 respectively).

"CARB" means the California Air Resources Board of the California Environmental Protection Agency.

"Carbon Free Source" has the meaning set forth in Exhibit A.

"Change in Law" means any changes, revisions, additions, interpretations, or clarifications to or of the RA Requirements, including CAISO changing the five consecutive hour period for the Availability Assessment Hours for any month of the Delivery Term, occurring after the Effective Date.

"CPUC Filing Guide" means the annual document issued by the CPUC which sets forth the guidelines, requirements and instructions for load serving entities to demonstrate compliance with the RA Requirements.

"Effective Date" means the date on which both Parties have executed and delivered this Confirmation.

"Energy" means electrical energy, measured in MWh.

"Federal Holidays" means legal public holidays as set forth in 5 USC § 6103(a).

"Generally Accepted Utility Practice" means a practice established by the Western Electricity Coordinating Council ("WECC") or any successor regional reliability council, as such practice may be revised from time to time, or if no practice is so established, means a practice otherwise generally accepted in the WECC region.

"Governmental Authority" means any national, state, provincial or local government, any political subdivision thereof, or any other governmental, regulatory, quasi-governmental, judicial, public or statutory instrumentality, authority, body, agency, department, bureau, or entity with authority over a Party or the subject matter of this Agreement, and includes, without limitation, the Federal Energy Regulatory Commission ("FERC") and California Public Utilities Commission ("CPUC").

"Investment Grade Credit Rating" means a credit rating of BBB- or higher by S&P or Baa3 or higher by Moody's.

"LMP Index" means, for any day of delivery, the day-ahead hourly Locational Marginal Price ("LMP") at TH_NP15_GEN-APND (or any successor Aggregated Pricing Node for NP 15) ("NP 15 Trading Hub") for the applicable hours of delivery as published by the CAISO. In the event the CAISO fails to publish the LMP for NP 15 Trading Hub, such failure shall be addressed by the Parties in a manner consistent with the WSPP Agreement provisions applicable to market disruption events. In the event the CAISO subsequently corrects the LMP for NP 15 Trading Hub, such correction shall be addressed by the Parties in a manner consistent with the WSPP Agreement provisions applicable to price corrections. Notwithstanding any other provision of this Confirmation or the WSPP Agreement, the LMP Index shall not be revised as a result of a correction to the LMP for NP 15 Trading Hub made any time after 6 months from the end of the Delivery Term.

"NERC Holiday" means any day designated as a holiday by NERC.

"On-Peak" means HE 0700 through HE 2200 (16 hours per day) PPT, Monday through Saturday (6 days per week), excluding NERC Holidays.

"PSD Regulations" means the Power Source Disclosure Program regulations (California Code of Regulations Title 20, Division 2, Chapter 3, Article 5, Sections 1390 through 1394).

"RA Requirements" means (i) the resource adequacy requirements established for CPUC jurisdictional load serving entities by the CPUC pursuant to the CPUC's currently effective or future decisions, resolutions, or rulings related to resource adequacy as applicable to system resource adequacy and the availability, eligibility and use of imports for system resource adequacy, including CPUC Decision 21-06-029, (ii) the resource adequacy requirements established by CAISO pursuant to the CAISO Tariff and (iii) and Decision 23-02-040 solely for purposes of the eligibility of Product 1 as mid-term reliability bridge capacity.

"RA Termination Event" means, for any Availability Assessment Hour in the Delivery Term, (i) Seller fails to (x) satisfy the Bidding Requirement or (y) deliver the Carbon Free Firm Energy to the Delivery Point, and in either case such failure is not excused pursuant to the terms hereof, ***and*** (ii) such unexcused failure by Seller is likely to cause Buyer to not (or no longer) be able to count Product 1 toward its RA Requirements.

"Scheduling Coordinator" has the meaning given in the CAISO Tariff.

"Self-Schedule" has the meaning given in the CAISO Tariff.

"Sink" means the final point of delivery for the energy, which shall be a point within the CAISO Balancing Authority Area.

"Specified Source Facility" means a power source registered by an electric power entity with CARB that is intended to be claimed in an Emissions Data Report pursuant to section 95111(g)(1) of the Regulation for the Mandatory Reporting of Greenhouse Gas Emissions in the state of California.

"System Resource" means a group of resources, single resource, or a portion of a resource located outside of the CAISO Control Area capable of providing Energy and/or Ancillary Services to the Delivery Point.

EXHIBIT D

NOTICE INFORMATION

Seller: Brookfield Renewable Trading and Marketing LP	**Buyer:** City of San José
All Notices: 200 Liberty Street 14th Floor New York, NY 10281 [redacted]	**All Notices:** Standard Mail 200 East Santa Clara Street San Jose, CA 95113 Shipping/courier 88 South 4th Street, suite 130 San Jose, CA 95112 Attn: Deputy Director, Power Resources Phone: (408) 535-4999 Email: procurement@sanjosecleanenergy.org **with a copy to**: Office of the City Attorney Attn. Deputy City Attorney, Community Energy 200 East Santa Clara Street, 16th Floor Tower San Jose, CA 95113-1905 Direct: (408) 535-1900 Email: cao.main@sanjoseca.gov Duns: 06-354-1874 Federal Tax ID Number: 94-6000419
Invoices: Attn: Finance and Accounting Analyst [redacted]	**Invoices:** Attn: Division Manager, Risk Management, Contracts, & Administration Phone: (408) 535-4999 Email: Invoices@sanjosecleanenergy.org
Scheduling: Preschedule [redacted] Real-time [redacted]	**Scheduling:** Attn: NCPA Pre-Scheduling Desk Phone: 916-781-4227 or 916-781-4290 Email: Preschedulers@ncpa.com **Alternative:** Attn: NCPA Scheduling Coordination Desk Phone: 916-781-4237 or 916-781-4280 Email: ScheduleCoordinators@ncpa.com
Wire Transfer:	**Wire Transfer:**
[redacted]	

[redacted]	
Credit and Collections: Attn: Credit Department [redacted]	**Credit and Collections:** Attn: Division Manager, Budget & Financial Planning Phone: (408) 535-4999 Email: Invoices@sanjosecleanenergy.org
Defaults: [redacted] **and to:** Brookfield Renewable Trading and Marketing LP 200 Liberty Street, 14th Floor Attn: General Counsel [redacted]	**Defaults:** Hall Energy Law PC Attn: Stephen Hall Phone: (503) 313-0755 Email: steve@hallenergylaw.com **and to:** Attn: Director of Finance 200 East Santa Clara Street, Tower 13 San Jose, CA 95113 Phone: (408) 535-7000 Email: rick.bruneau@sanjoseca.gov **and to:** Office of the City Attorney Attn. Deputy City Attorney, Community Energy 200 East Santa Clara Street, 16th Floor Tower San Jose, CA 95113-1905 Direct: (408) 535-1900 Email: cao.main@sanjoseca.gov

EXHIBIT E

LIMITED ASSIGNMENT AGREEMENT

This Limited Assignment Agreement (this "**Agreement**") is entered into as of [____] (the "**Assignment Agreement Effective Date**") by and among Brookfield Renewable Trading and Marketing LP, a limited partnership organized under the laws of Delaware ("**PPA Seller**"), the City of San José, a California municipal corporation ("**PPA Buyer**"), and Morgan Stanley Capital Group Inc., a Delaware corporation ("**MSCG**").

RECITALS

WHEREAS, PPA Buyer and PPA Seller are parties to that certain PPA identified on Appendix 1 hereto;

WHEREAS, in connection with a prepaid electricity transaction between California Community Choice Financing Authority ("**Issuer**") and Morgan Stanley Energy Structuring, L.L.C. ("**MSES**"), and with effect from and including the Assignment Period Start Date (as defined below), PPA Buyer wishes to transfer by limited assignment to MSCG, and MSCG wishes to accept the transfer by limited assignment of, the Assigned Rights and Obligations (as defined below) for the duration of the Assignment Period (as defined below);

WHEREAS, pursuant to this Agreement, during the Assignment Period, MSCG will receive the Assigned Product and MSCG will deliver such Assigned Product to MSES, which will redeliver such Assigned Product to Issuer for ultimate redelivery to PPA Buyer; and

WHEREAS, pursuant to this Agreement, during the Assignment Period, MSCG will assume responsibility for the Delivered Product Payment Obligation.

THEREFORE, in consideration of the premises above and the mutual covenants and agreements herein set forth, PPA Seller, PPA Buyer and MSCG (the "**Parties**" hereto; each is a "**Party**") agree as follows:

AGREEMENT

1. Definitions.

Unless the context otherwise specifies or requires, or defined below, capitalized terms used but not defined in this Agreement have the meanings set forth in the PPA. The following terms, when used in this Agreement and identified by the capitalization of the first letter thereof, have the respective meanings set forth below, unless the context otherwise requires:

"**Agreement**" has the meaning specified in the first paragraph above.

"**Assigned Product**" means Carbon Free Energy/Carbon Free Firm Energy.

"**Assigned Rights and Obligations**" means (i) the rights of PPA Buyer under the PPA to receive the Assigned Product in each Month during the Assignment Period, as such rights may be limited or further described in the "Further Information" section on Appendix 1, and (ii) the Delivered Product Payment Obligation, which right and obligation are transferred and conveyed to MSCG hereunder, but which shall not relieve PPA Buyer of its obligations under the PPA in any respects.

"**Assignment Early Termination Date**" has the meaning specified in Section 4(b).

"**Assignment Period**" has the meaning specified in Section 4(a).

"**Assignment Period End Date**" means 11:59:59 p.m. pacific prevailing time on May 31, 2026.

"**Assignment Period Start Date**" means January 1, 2025.

"**Custodian**" means U.S. Bank Trust Company, N.A., a national association.

"**Delivered Product Payment Obligation**" has the meaning specified in Section 3(a).

"**Issuer**" has the meaning specified in the recitals of this Agreement.

"**Month**" means a calendar month.

"**Monthly Gross Amount**" has the meaning specified in Section 3(c).

"**MSCG**" has the meaning specified in the first paragraph of this Agreement.

"**MSES**" means has the meaning specified in the recitals of this Agreement.

"**PPA Buyer**" has the meaning specified in the first paragraph of this Agreement.

"**PPA FM Claims**" has the meaning specified in Section 3(b).

"**PPA Seller**" has the meaning specified in the first paragraph of this Agreement.

"**Prepaid Agreement**" means that certain Prepaid Energy Sales Agreement dated as of [____] by and between MSES and Issuer as amended from time to time.

"**Prepay Power Supply Contract**" means that certain Prepay Power Supply Contract dated [____] by and between PPA Buyer and Issuer as amended from time to time.

"**Receivables**" has the meaning given to such term in Section 3(f).

"**Retained Rights and Obligations**" has the meaning specified in Section 3.

"**WSPP Agreement**" means the Western Systems Power Pool Agreement effective September 11, 2023, together with any and all exhibits, schedules or supplements thereto or incorporated therein by reference, as amended or modified, each in force and effect from time to time between the Parties, as amended and supplemented by the PPA.

2. Transfer and Undertakings.

(a) PPA Buyer hereby assigns, transfers and conveys to MSCG all right, title and interest in and to the rights of PPA Buyer under the PPA to receive delivery of the Assigned Product during the Assignment Period. In connection with this assignment, PPA Buyer hereby delegates to MSCG the Assigned Rights and Obligations during the Assignment Period.

(b) PPA Seller hereby consents to PPA Buyer's assignment, transfer and conveyance of all right, title and interest in and to the Assigned Product and Assigned Rights and Obligations to MSCG and the exercise and performance by MSCG of the Assigned Rights and Obligations during the Assignment Period.

(c) MSCG hereby accepts such assignment, transfer and conveyance of the Assigned Rights and Obligations during the Assignment Period and agrees to perform any such Assigned Rights and Obligations due from it during the Assignment Period.

3. Limited Assignment.

The Parties acknowledge and agree that (i) the Assigned Rights and Obligations include only a portion of PPA Buyer's rights and obligations under the PPA, and that all rights and obligations (including without limitation obligations with respect to payment for any Product not included in the Assigned Product and any other amounts owed under the PPA) arising under the PPA that are not expressly included in the Assigned Rights and Obligations shall be "**Retained Rights and Obligations**" that are retained solely by PPA Buyer, and (ii) the Retained Rights and Obligations include all rights and obligations of PPA Buyer arising during the Assignment Period except the rights and obligations expressly included in the Assigned Rights and Obligations. In this regard:

(a) **Limited to Delivered Product Payment Obligation**. MSCG's sole obligation hereunder will be to pay the Floating Price Payments into the Custodial Account as such terms are defined in and described on Appendix 1 (the "**Delivered Product Payment Obligation**"). MSCG and PPA Buyer each agree to instruct the Custodian in accordance with Section 3(c) hereof to pay PPA Seller for the Assigned Product delivered during each Month of the Assignment Period on each applicable payment date under the PPA. PPA Buyer shall remain responsible for any payment obligations under the PPA during the Assignment Period, and shall remain so responsible to make such payments by the times and on the terms set out in the PPA in the event that either (i) MSCG does not make the payments into the Custodial Account as described above or (ii) the Custodian does not make the payments to the PPA Seller from the Custodial Account as described above.

(b) **Retained Rights and Obligations**. Any claims arising or existing in connection with or related to the PPA, whether related to performance by PPA Seller, PPA Buyer or MSCG, and whether arising before, during or after the Assignment Period, in each case excluding the Delivered Product Payment Obligation, will be included in the Retained Rights and Obligations, and any such claim will be resolved exclusively between PPA Seller and PPA Buyer in accordance with the PPA. The Parties acknowledge and agree that (i) such claims shall include any claims of Uncontrollable Force under the PPA ("**PPA FM Claims**") and (ii) any claims of force majeure (howsoever defined) under the Prepaid Agreement and the Prepay Power Supply Contract shall be determined pursuant to such agreements and shall not affect the PPA FM Claims.

(c) **Invoicing**. During the Assignment Period, PPA Seller shall continue to provide PPA Buyer a monthly invoice of amounts owing under the PPA, which invoice shall show the total amount due to PPA Seller under the PPA for such Month (the "**Monthly Gross Amount**"). Promptly following PPA Buyer's receipt of each monthly invoice from PPA Seller during the Assignment Period and, in any event, no later than (1) 7 days thereafter if payment of such invoice is due by less than 30 days after PPA Buyer's receipt of such invoice; or (2) 10 days thereafter if payment of such invoice is due by 30 days or more after PPA Buyer's receipt of such invoice, PPA Buyer shall deliver (i) a copy of such monthly invoice and the related supporting data to MSCG and (ii) a statement to each of MSCG and the Custodian indicating (A) the Monthly Gross Amount; (B) the Delivered Product Payment Obligation; and (C) the "Retained Payment Obligation", which shall be an amount equal to the Monthly Gross Amount minus the Delivered Product

Payment Obligation. PPA Buyer and MSCG covenant and agree to instruct the Custodian to pay the Monthly Gross Amount to PPA Seller on or before the applicable payment date in the PPA, *provided,* that the liability of MSCG hereunder to PPA Seller is limited as described on Appendix 1. PPA Buyer and MSCG may agree in a separate writing as to the allocation of the Monthly Gross Amount between PPA Buyer and MSCG of amounts paid by the Custodian to PPA Seller hereunder. At all times, PPA Buyer remains liable to PPA Seller for all amounts due and owing under the PPA. For the avoidance of doubt, the Parties acknowledge and agree that any invoice adjustments or reconciliations occurring after the initial settlement of amounts due under a monthly invoice shall be resolved exclusively between PPA Seller and PPA Buyer pursuant to the terms of the PPA.

(d) **Scheduling**. All scheduling of Assigned Product and other communications related to the PPA shall take place between PPA Buyer and PPA Seller pursuant to the terms of the PPA; provided that during the Assignment Period (i) title to Assigned Product will pass to MSCG upon delivery by PPA Seller at the Delivery Point in accordance with the PPA; (ii) immediately thereafter, title to such Assigned Product will pass to MSES, Issuer and then to PPA Buyer upon delivery by MSCG at the same point where title is passed to MSCG pursuant to clause (i) above; (iii) PPA Buyer will be deemed to be acting as MSCG's agent with regard to scheduling Assigned Product; and (iv) PPA Buyer will provide copies to MSCG of (A) any notice of an Uncontrollable Force delivered under the PPA, (B) any notice of a default or of a breach or other event that, if not cured within an applicable grace period, could result in an Event of Default, (C) annual forecasts and monthly forecasts with respect to the Assigned Product delivered by PPA Seller under the PPA, if any, (D) invoices delivered by PPA Seller under the PPA (with a copy to the Custodian if and to the extent retained by PPA Buyer and MSCG), and (E) any other information reasonably requested by MSCG relating to Assigned Product.

(e) **Amendments**. PPA Buyer will provide written notice (including copies thereof) of any amendment, waiver, supplement, modification, or other changes to the PPA to MSCG relating to the Assigned Rights and Obligations, and the Parties hereby acknowledge and agree that an amendment, waiver, supplement, modification or other change will not have any effect on MSCG's rights or obligations under this Agreement until and unless MSCG receives written notice thereof.

(f) **Setoff of Receivables**. Pursuant to the Prepaid Agreement, MSES has agreed to purchase the rights to payment of the net amounts owed by PPA Buyer under the Prepay Power Supply Contract ("**Receivables**") in the case of non-payment by PPA Buyer. To the extent any such Receivables relate to Assigned Product purchased by MSCG pursuant to the Assigned Rights and Obligations, MSES may sell such Receivables to MSCG and MSCG may transfer such Receivables (excluding any penalties, late payment fees, late payment interest or other fees, costs or interest included in such Receivables) to PPA Seller and apply the face amount of such Receivables (excluding any penalties, late payment fees, late payment interest or other fees, costs or interest included in such Receivables) as a reduction to any Delivered Product Payment Obligations; provided, however, that (1) at no time shall PPA Seller be required to pay MSCG for any amounts by which such Receivables exceed any Delivered Product Payment Obligations, and (2) at all times, PPA Buyer remains liable to PPA Seller for all amounts due and owing under the PPA including the Monthly Gross Amount under each invoice.

4. Assignment Period; Assignment Early Termination.

(a) **Assignment Period**. The "**Assignment Period**" shall begin on the Assignment Period Start Date and extend until the Assignment Period End Date; provided that in no event shall the Assignment Period extend past an Assignment Early Termination Date; and further provided that the Assignment Period will automatically terminate upon the early termination of the PPA.

(b) **Early Termination**. An "**Assignment Early Termination Date**" will occur under the following circumstances and as of the dates specified below:

i. delivery of a written notice of termination by either MSCG or PPA Buyer to each of the other Parties hereto;

ii. delivery of a written notice of termination by PPA Seller to each of MSCG and PPA Buyer following MSCG's failure to pay when due any amounts owed to PPA Seller in respect of any Delivered Product Payment Obligation and such failure continues for three (3) Business Days following receipt by MSCG of written notice thereof;

iii. delivery of a written notice by PPA Seller if any of the events described in Section 22.1(c) of the WSPP Agreement (bankruptcy) or added provisions for Section 22(f-h) of the WSPP Agreement in the PPA , occurs with respect to MSCG; or

iv. delivery of a written notice by MSCG if any of the events described in Section 22.1(c) of the WSPP Agreement (bankruptcy) or added provisions for Section 22(f-h) of the WSPP Agreement in the PPA, occurs with respect to PPA Seller.

(c) **Reversion of Assigned Rights and Obligations**. The Assignment Period will end at the end of the last delivery hour on the date specified in the termination notice provided pursuant to Section 4(b). The Parties acknowledge and agree that upon the occurrence of an Assignment Early Termination Date, early termination pursuant to Sections 4(d) and at the expiration of the Assignment Period the Assigned Rights and Obligations will revert from MSCG to PPA Buyer. Any Assigned Rights and Obligations that would become due for payment or performance on or after such Assignment Early Termination Date or early termination pursuant to Section 4(d) shall immediately and automatically revert from MSCG to PPA Buyer, provided that (i) MSCG shall remain responsible for the Delivered Product Payment Obligation with respect to any Assigned Product delivered to MSCG prior to the Assignment Early Termination Date or prior to the expiration of the Assignment Period, and (ii) any legal restrictions on the effectiveness of such reversion (whether arising under bankruptcy law or otherwise) shall not affect the occurrence of the Assignment Early Termination Date or the expiration of the Assignment Period.

(d) **Early Termination for PPA Termination**. The Assignment Period will automatically terminate upon the early termination of the PPA.

5. Representations and Warranties.

(a) **Copy of PPA**. As of the Assignment Agreement Effective Date, PPA Seller and PPA Buyer represent and warrant to MSCG that a true, complete, and correct copy of the PPA as of such date is attached hereto as Appendix 3.

(b) **No Default**. As of the Assignment Agreement Effective Date, PPA Seller and PPA Buyer represent and warrant to MSCG that no event or circumstance exists (or would exist with the passage of time or the giving of notice) that would give either of them the right to terminate the PPA or suspend performance thereunder.

(c) **Representations**. Each Party represents to each of the other Parties as of the Assignment Agreement Effective Date:

i. **Status**. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing.

ii. **Powers**. It has the power to execute, deliver and to perform its obligations under this Agreement and has taken all necessary action to authorize such execution, delivery and performance.

iii. **No Violation or Conflict**. Such execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, including the incurrence by such Party of its obligations under this Agreement, will not result in any violation of, or conflict with: (i) any term of any material contract or agreement applicable to it; (ii) any of its charter, bylaws, or other constitutional documents; (iii) any determination or award of any arbitrator applicable to it; or (iv) any license, permit, franchise, judgment, writ, injunction or regulation, decree, order, charter, law, ordinance, rule or regulation of any government agency presently in effect, applicable to it or any of its assets or properties or to any obligations incurred by it or by which it or any of its assets or properties or obligations are bound or affected, and shall not cause a breach of, or default under, any such term or result in the creation of any lien upon any of its properties or assets.

iv. **Consents**. All consents, approvals, orders or authorizations of, registrations, declarations, filings or giving of notice to, obtaining of any licenses or permits from, or taking of any other action with respect to, any person or government agency that are required to have been obtained by such Party with respect to this Agreement and the transactions contemplated hereby, including the due authorization of such Party and its governing body and any approval or consent of any security holder of such Party or any holder (or any trustee for any holder) of any indebtedness or other obligation of such Party, have been obtained and are in full force and effect and all conditions of any such consents have been complied with.

v. **Obligations Binding**. Its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

vi. **Non-Reliance**. It is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether this Agreement is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the other Parties as investment advice or as a recommendation to enter into this Agreement; it being understood that information and explanations related to the terms and conditions of this Agreement shall not be considered investment advice or a recommendation to enter into this Agreement. It is entering into this Agreement as a bona-fide, arm's-length transaction involving the mutual exchange of consideration and, once executed by all Parties, considers this Agreement a legally enforceable contract. No communication (written or oral) received from any of the other Parties shall be deemed to be an assurance or guarantee as to the expected results of this Agreement.

vii. **Assessment and Understanding**. It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of this Agreement. It is also capable of assuming, and assumes, the risks of this Agreement.

viii. **Status of Parties**. None of the other Parties is acting as a fiduciary for or an adviser to it in respect of this Agreement.

6. Miscellaneous.

Sections 15 (Severability), 30 (Confidentiality), 32.4 (Binding Effect), 34.5 (Limitation on Damages), 35 (Forward Contracts), 39 (Amendment), and 40 (Execution by Counterparts) of the PPA are incorporated by reference into this Agreement, *mutatis mutandis*, as if fully set forth herein. For avoidance of doubt, and notwithstanding anything to the contrary in this Agreement: (i) nothing in this Agreement shall modify any provision of the PPA; (ii) PPA Buyer remains obligated to perform all of its obligations under the PPA notwithstanding the limited assignment under this Agreement (including without limitation any such obligations not timely performed by MSCG under this Agreement) and any failure by MSCG to make payments to PPA Seller when due under any PPA shall be a Buyer Event of Default under the PPA if not cured within the applicable cure period specified in such PPA; (iii) this Agreement does not purport to convey or otherwise allege any right of PPA Buyer or MSCG to make any prepayment to PPA Seller under the PPA; and (iv) neither MSCG nor PPA Buyer shall make any assignment of its rights nor any delegation of its obligations under this Agreement without the prior written consent of PPA Seller, which it may withhold in its sole discretion.

7. Costs and Expenses.

The Parties shall each pay their own costs and expenses (including legal fees) incurred in connection with this Agreement and as a result of the negotiation, preparation, and execution of this Agreement.

8. Notices.

Any notice, demand, or request required or authorized by this Agreement to be given by one Party to another Party shall be delivered in accordance with Section 12 of the WSPP Agreement, as modified by the PPA and to the addresses of each of PPA Seller and PPA Buyer specified in the PPA. PPA Buyer agrees to notify MSCG of any updates to such notice information, including any updates provided by PPA Seller to PPA Buyer. Notices to MSCG shall be provided to the address set forth in Appendix 2. Each Party may update its address from time to time by notice to the other Parties.

9. Governing Law; Dispute Resolution.

(a) **Governing Law**. This Agreement and the rights and duties of the Parties under this Agreement will be governed by and construed, enforced and performed in accordance with the laws of the state of New York, without reference to any conflicts of laws provisions that would direct the application of another jurisdiction's laws; *provided*, however, that the authority of PPA Buyer to enter into and perform its obligations under this agreement shall be determined in accordance with the laws of the state of California.

(b) **Judicial Reference.** Any dispute or claim between the Parties arising out of or in connection with this Agreement or its performance, breach, or termination (including the existence, validity and interpretation of this Agreement and the applicability of any statute of limitation period) (each, a "**Dispute**") shall be resolved by a reference proceeding in California in accordance with the provisions of Sections 638 et seq. of the California Code of Civil Procedure ("**CCP**"), or their successor sections (a "**Reference Proceeding**"), which shall constitute the exclusive remedy for the resolution of any Dispute. As a condition precedent to initiating a Reference Proceeding with respect to any Dispute, the Parties shall comply with the provisions of Section 9(b)(i).

i. Notice of Dispute. Prior to initiating the Reference Proceeding, a Party (the "**Disputing Party**") shall provide the other Parties (the "**Responding Parties**") with a written notice of each issue in dispute, a proposed means for resolving each such issue, and support for

such position (the "**Notice of Dispute**"). Within 10 days after receiving the Notice of Dispute, the Responding Parties shall provide the Disputing Party with a written Notice of each additional issue (if any) with respect to the dispute raised by the Notice of Dispute, a proposed means for resolving every issue in dispute, and support for such position (the "**Dispute Response**"). Thereafter, the Parties shall meet to discuss the matter and attempt in good faith to reach a negotiated resolution of the dispute. If the Parties do not resolve the dispute by unanimous agreement within fifteen 15 days after receipt of the Dispute Response, (the "**Negotiation Period**"), then any Party may provide to the other Parties written notice of intent for judicial reference (the "**Impasse Notice**") in accordance with the further provisions of this Section 9.

ii. Applicability; Selection of Referees. Within 10 days of the delivery of an Impasse Notice, each of MSCG and PPA Buyer shall nominate one (1) referee. The two (2) referees (the "**Party-Appointed Referees**") shall appoint a third referee (the "**Third Referee**", together with the Party-Appointed Referees, the "**Referees**"). The Party-Appointed Referees shall be competent and experienced in matters involving the electric energy business in the United States, with at least ten (10) years of electric energy industry experience as a practicing attorney. The Third Referee shall be an active or retired California state or federal judge. Each of the Party-Appointed Referees and the Third Referee shall be impartial and independent of each of the Parties and of the other referees and not employed by any of the Parties in any prior matter.

iii. Inability to Agree upon Third Referee. If the Party-Appointed Referees are unable to agree on the Third Referee within 45 days from delivery of the Impasse Notice, then the Third Referee shall be appointed pursuant to CCP Section 640(b) in an action filed in the Superior Court of California, County of San Francisco (the "**Court**"), and with due regard given to the selection criteria above. A request for appointment of a referee may be heard on an ex parte or expedited basis, and the Parties agree that irreparable harm would result if ex parte relief is not granted. Pursuant to CCP Section 170.6, each of PPA Buyer and MSCG shall have one (1) peremptory challenge to the referee selected by the Court.

iv. Discovery; Proceedings.

(A) The Parties agree that time is of the essence in conducting the Reference Proceeding. Accordingly, the Referees shall be requested, subject to change in the time periods specified herein for good cause shown, to (i) set the matter for a status and trial-setting conference within 20 days after the date of selection of the Third Referee, (ii) if practicable, try all issues of law or fact within 180 days after the date of the conference, and (iii) report a statement of decision within 20 days after the matter has been submitted for decision.

(B) Discovery and other pre-hearing procedures shall be conducted as agreed to by the Parties, or if they cannot agree, as determined by the Third Referee after discussion with the Parties regarding the need for discovery and other pre-hearing procedures.

(C) Except as expressly set forth herein, the Third Referee shall determine the manner in which the Reference Proceeding is conducted, including the time and place of hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the Reference Proceeding. The Reference Proceeding, including the trial, shall be conducted at a neutral location selected by the Parties, or if not agreed by the Parties, by the Third Referee, in San Francisco, California.

(D) All proceedings and hearings conducted before the Referees, except for trial, shall be conducted without a court reporter, except that when any Party so requests, a court reporter will be used at any hearing conducted before the Referees, and the Referees will be provided a courtesy copy of the transcript. The Party making such a request shall have the obligation to arrange for and pay the court reporter.

v. Decision. The Referees shall render a written statement of decision setting forth findings of fact and conclusions of law. The Referees shall have no authority to award consequential, treble, exemplary, or punitive damages of any type or kind regardless of whether such damages may be available under any law or right, with the Parties hereby affirmatively waiving their rights, if any, to recover or claim such damages. The decision shall be entered as a judgment in the court in accordance with the provisions of CCP Sections 644 and 645. The decision shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the Court. The Parties intend this general reference agreement to be specifically enforceable in accordance with the CCP.

vi. Expenses. Each of MSCG, PPA Seller and PPA Buyer shall bear the compensation and expenses of its respective own counsel, witnesses, consultants and employees. The responsibility for compensation and expenses of the Referees and all other expenses of judicial reference shall be equally split in one-third (1/3) shares by each of MSCG, PPA Buyer, and PPA Seller

10. **U.S. Resolution Stay.** The Parties hereby confirm that they are adherents to the ISDA 2018 U.S. Resolution Stay Protocol ("**ISDA U.S. Stay Protocol**"), the terms of the ISDA U.S. Stay Protocol are incorporated into and form a part of this Agreement, and this Agreement shall be deemed a Protocol Covered Agreement for purposes thereof. For purposes of incorporating the ISDA U.S. Stay Protocol, MSCG shall be deemed to be a Regulated Entity, and PPA Buyer and PPA Seller each shall be deemed to be an Adhering Party. In the event of any inconsistences between this Agreement and the ISDA U.S. Stay Protocol, the ISDA U.S. Stay Protocol will prevail.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first set forth above.

BROOKFIELD RENEWABLE TRADING AND MARKETING LP

By: _____

Name: _____

Title: _____

CITY OF SAN JOSÉ, A CALIFORNIA MUNICIPAL CORPORATION

By: _____

Name: _____

Title: _____

Approved as to form:

By: _____

Name: _____

Title: _____

MORGAN STANLEY CAPITAL GROUP INC.

By: _____

Name: _____

Title: _____

Appendix 1
Assigned Rights and Obligations

PPA: The WSSP Agreement as supplemented by the three (3) Carbon Free Firm Energy and Import RA Confirmation Letters (SJCE IDs: 24-113-10, 24-113-12 and 24-113-13) and one (1) WSPP Confirmation Carbon Free Firm Energy (SJCE ID: 24-124-03) (each, a "**PPA Transaction Confirmation**"), by and between PPA Buyer and PPA Seller, each dated as of [____], 2024, as from time to time amended, restated, supplemented or otherwise modified.

Delivery Point: The "Delivery Point" as defined in each of the PPA Transaction Confirmations

Limitation of MSCG Liability. MSCG has separately agreed with the PPA Buyer and the Custodian (pursuant to the Custodial Agreement dated [---], among PPA Buyer, MSCG and the Custodian (the "**Custody Agreement**")) to pay into the custodial account specified in the Custody Agreement (the "**Custodial Account**") for Assigned Product delivered in each Month of the Assignment Period at the "Day-Ahead Average Price" as defined below ("**Floating Price Payments**"). MSCG agrees for the benefit of the PPA Seller to pay the Floating Price Payments into the Custodial Account, and MSCG's payment obligations under this Agreement are limited to making such payments into the Custodial Account, for application as provided in the Custody Agreement. PPA Buyer and PPA Seller each acknowledge and agree that the making of Floating Price Payments into the Custodial Account by MSCG shall not entitle (i) PPA Seller for payments in excess of the Contract Price for Assigned Product delivered hereunder or (ii) PPA Buyer to pay less than the Contract Price for Assigned Product delivered hereunder. PPA Buyer and MSCG each acknowledge and agree that the making of Floating Price Payments into the Custodial Account by MSCG shall not entitle (i) MSCG to any payments from PPA Seller or (ii) affect the Custodian's obligation to pay the Monthly Gross Amount to PPA Seller on or before the applicable payment date in the PPA. At all times the PPA Buyer shall remain obligated for the payment of all amounts owing under the terms of the PPA including the Monthly Gross Amount under each invoice. To the extent that (x) MSCG fails to pay all or any portion of the Delivered Product Payment Obligation when due in accordance with the terms of the Custody Agreement (such amount, the "MSCG Payment Shortfall") and (y) PPA Buyer makes payment of an amount equal to the MSCG Payment Shortfall into the Custodial Account or directly to PPA Seller to cure such shortfall, then MSCG shall be obligated to make payment within two (2) Business Days, without duplication, of an amount equal to the MSCG Payment Shortfall to PPA Buyer.

"Day-Ahead Average Price" means (x) the sum of the Day-Ahead Market Prices for each Pricing Interval in a Month divided by (y) the number of Pricing Intervals in such Month. As used in this definition, "Pricing Interval" means the unit of time for which CAISO establishes a separate price. As used in this definition "Day-Ahead Market Price" means the Day-Ahead Market or Locational Marginal Price for TH_NP15_GEN-APND for each applicable hour as published by CAISO, or as such price may be corrected or revised from time to time by CAISO in accordance with its rules. For the avoidance of doubt, the Day-Ahead Average Price can be a negative number.

Appendix 2

MSCG Notice Information

Morgan Stanley Capital Group Inc.
1585 Broadway
New York, NY 10036-8293
[redacted]

Appendix 3

Copy of PPA

[To be attached.]