

COORDINATED OPERATIONS AGREEMENT

among

**CITY AND COUNTY OF SAN FRANCISCO ACTING BY AND THROUGH ITS
PUBLIC UTILITIES COMMISSION - CLEANPOWERSF**

and

[OTHER MEMBER AGENCIES]

and

CALIFORNIA COMMUNITY POWER

TABLE OF CONTENTS

	Page
ARTICLE 1 DEFINITIONS	1
1.1. Definitions.....	2
1.2. Rules of Interpretation	7
ARTICLE 2 EFFECTIVE DATE, TERM, AND EARLY TERMINATION	8
2.1. Term.....	8
ARTICLE 3 AGREEMENT	9
3.1. Transaction.....	9
ARTICLE 4 ROLE OF PROJECT COMMITTEE	9
4.1. Role of Project Committee.....	9
ARTICLE 5 MANAGEMENT TEAM	9
5.1. Management Team.....	9
5.2. Management Team Membership	9
5.3. Management Team Operations, Meetings, and Voting	9
5.4. Lead Point Person; Responsibilities.....	10
5.5. Management Team Responsibilities.....	10
5.6. Recommendations to the Project Committee.....	12
5.7. Actions Requiring Unanimous Vote.....	13
5.8. Actions Subject to a Normal Vote.	13
5.9. Subgroups	13
5.10. Change in Representative	13
5.11. Representative’s Expenses.....	14
5.12. Inaction by Committee.....	14
5.13. Delegation.....	14
5.14. Role of CCP Board.	14
ARTICLE 6 SCHEDULING COORDINATOR	14
6.1. Hiring of Scheduling Coordinator.....	14
6.2. Scheduling Coordinator Responsibilities.....	14
6.3. Cost Sharing.....	14
6.4. Performance of Scheduling Coordinator.....	15
ARTICLE 7 AUTHORIZATIONS; CONFLICTS; LITIGATION.	15
7.1. Authorizations.....	15
7.2. Conflicts.....	15
7.3. Litigation.....	15
ARTICLE 8 NONPERFORMANCE.	15
8.1. Nonperformance by	15
8.2. Termination and Disposal of Operation Participant’s Rights.....	15
ARTICLE 9 LIABILITY	15

9.1.	Operation Participants’ Obligations Several.....	16
9.2.	No Liability of CCP or Operation Participants, Their Directors, Officers, Etc.; CCP and the Operation Participants’ Directors, Officers, Employees Not Individually Liable.....	16
9.3.	Extent of Exculpation; Enforcement of Rights.....	16
9.4.	No General Liability of CCP	16
9.5.	Indemnification of Operation Participants.....	16
ARTICLE 10 NOTICES		17
10.1.	Addresses for the Delivery of Notices.....	17
10.2.	Acceptable Means of Delivering Notice.....	17
ARTICLE 11 ASSIGNMENT		17
11.1.	General Prohibition on Assignments	17
ARTICLE 12 GOVERNING LAW AND DISPUTE RESOLUTION.....		17
12.1.	Governing Law	17
12.2.	Dispute Resolution.....	17
12.3.	Attorneys’ Fees.....	18
ARTICLE 13 MISCELLANEOUS.....		18
13.1.	Entire Agreement; Integration; Exhibits.....	18
13.2.	Amendments	18
13.3.	No Waiver.....	18
13.4.	Severability	18
13.5.	Counterparts.....	19
13.6.	Electronic Delivery	19
13.7.	Binding Effect.....	19
13.8.	Forward Contract	19
13.9.	Further Assurances.....	19
13.10.	Confidentiality	19
EXHIBIT A NOTICES.....		1
EXHIBIT B RESOURCE SPECIFIC TEMPLATE.....		1

COORDINATED OPERATIONS AGREEMENT

PREAMBLE

This Coordinated Operations Agreement (“**Agreement**”) is entered into as of _____ (the “**Effective Date**”), between the City and County of San Francisco acting by and through its Public Utilities Commission - CleanPowerSF, and [other members]... (each individually an “**Operation Participant**” and collectively referred to as the “**Operation Participants**”) and California Community Power (“**CCP**”), a Joint Powers Authority. CCP and the Operation Participants are sometimes referred to herein individually as a “**Party**” and jointly as the “**Parties.**” All capitalized terms used in this Agreement are used with the meanings ascribed to them in Article 1 of this Agreement.

RECITALS

WHEREAS, CCP is a Joint Powers Authority and was formed for the purpose of developing, acquiring, constructing, owning, managing, contracting for, engaging in, or financing electric energy generation and storage projects, and for other purposes.

WHEREAS, the Operation Participants have participated with CCP in the negotiation of an agreement for the purchase of certain energy storage products of [Name of Project] (the “**Project**” as defined in Exhibit A of the ESSA), and CCP has entered into an Energy Storage Service Agreement (“**ESSA**”), which is incorporated herein by this reference, with [Name of Project Developer] (“**Project Developer**”) providing for purchase of the energy storage products, and associated rights, benefits, and credits from the Project.

WHEREAS, the Operation Participants and CCP will enter into a Project Participation Share Agreement (“**PPSA**”) for the Project, which is incorporated herein by this reference, and which governs the administration of the ESSA and participation in the Project by each of the Project Participants (as defined in the PPSA).

WHEREAS, the Parties desire to enter into this Agreement for purposes of operating the Project in accordance with the ESSA.

WHEREAS, each Operation Participant shall cooperate and work in good faith with the other Operation Participants to achieve the full benefits of joint administration and operation of the Project for their respective customers.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree to the following:

ARTICLE 1 **DEFINITIONS**

1.1. Definitions. The following terms, when used herein with initial capitalization, shall have the meanings set forth below:

“Agreement” has the meaning set forth in the Preamble and any Exhibits, schedules, and any written supplements hereto.

“Alternate Normal Vote” has the meaning set forth in clause (e)(iii) of Exhibit E.

“Ancillary Services” means frequency regulation, spinning reserve, non-spinning reserve, regulation up, regulation down, black start, voltage support, and any other ancillary services that the Facility is capable of providing consistent with the Operating Restrictions set forth in Exhibit Q of the ESSA, as each is defined in the CAISO Tariff.

“Bankrupt” or “Bankruptcy” means, with respect to any entity, such entity that (a) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar Law, (b) has any such petition filed or commenced against it which remains unstayed or undismissed for a period of ninety (90) days, (c) makes an assignment or any general arrangement for the benefit of creditors, (d) otherwise becomes bankrupt or insolvent (however evidenced), (e) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets, or (f) is generally unable to pay its debts as they fall due.

“Business Day” means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday in California. A Business Day begins at 8:00 a.m. and ends at 5:00 p.m. local time for the Party sending a Notice, or payment, or performing a specified action.

“CAISO” means the California Independent System Operator Corporation or any successor entity performing similar functions.

“CAISO Certification” means the certification and testing requirements for a storage unit set forth in the CAISO Tariff that are applicable to the Facility, including certification and testing for all Ancillary Services, PMAX, and PMIN associated with such storage units, that are applicable to the Facility.

“CAISO Grid” has the same meaning as “CAISO Controlled Grid” as defined in the CAISO Tariff.

“CAISO Tariff” means the California Independent System Operator Corporation Agreement and Tariff, Business Practice Manuals (BPMs), and Operating Procedures, including the rules, protocols, procedures, and standards attached thereto, as the same may be amended or modified from time-to-time and approved by FERC.

“California Renewables Portfolio Standard” or “RPS” means the renewable energy program and policies established by California State Senate Bills 1038 (2002), 1078 (2002), 107 (2008), X-1 2 (2011), 350 (2015), and 100 (2018) as codified in, *inter alia*, California Public Utilities Code Sections 399.11 through 399.31 and California Public Resources Code Sections 25740 through 25751, as such provisions are amended or supplemented from time to time.

“**Capacity Attribute**” means any current or future defined characteristic, certificate, tag, credit, or accounting construct associated with the amount of power that the Facility can charge, discharge, and deliver to the Delivery Point at a particular moment and that can be purchased, sold, or conveyed under CAISO or CPUC market rules, including Resource Adequacy Benefits.

“**CCP Board**” means the Board of Directors of California Community Power.

“**CEO**” means the Chief Executive Officer for the respective Operation Participant.

“**CEO Meeting**” has the meaning set forth in Section 14.2(b).

“**Charging Energy**” means the Energy delivered to the Facility pursuant to a Charging Notice as measured at the Facility Metering Point by the Facility Meter, as such meter readings are adjusted by the CAISO for any applicable Electrical Losses.

“**Charging Notice**” means the operating instruction, and any subsequent updates, given by the Scheduling Coordinator or the CAISO to Project Developer, directing the Facility to charge at a specific MW rate for a specified period of time or amount of MWh; *provided*, any such operating instruction shall be in accordance with the Operating Restrictions.

“**Commercial Operation**” has the meaning set forth in Section 1.1 of the ESSA.

“**Confidential Information**” has the meaning set forth in Section 18.1 of the ESSA.

“**CPUC**” means the California Public Utilities Commission, or any successor entity performing similar functions.

“**Day-Ahead Market**” has the meaning set forth in the CAISO Tariff.

“**Day-Ahead Schedule**” has the meaning set forth in the CAISO Tariff.

“**Delivery Point**” means the Facility Pnode on the CAISO grid.

“**Delivery Term**” means the period of Contract Years set forth on the Cover Sheet of the ESSA beginning on the Commercial Operation Date, unless terminated earlier in accordance with the terms and conditions of the ESSA.

“**Development Security**” means (a) cash or (b) Letter of Credit in the amount set forth on the Cover Sheet of the ESSA.

“**Discharging Energy**” means the Energy delivered from the Facility to the Delivery Point pursuant to a Discharging Notice during any Settlement Interval or Settlement Period, as measured at the Facility Metering Point by the Facility Meter, as such meter readings are adjusted by the CAISO for any applicable Electrical Losses.

“**Discharging Notice**” means the operating instruction, and any subsequent updates, given by the Scheduling Coordinator or the CAISO to the Facility, directing the Facility to discharge Discharging Energy at a specific MW rate for a specified period of time or to an amount of MWh.

“**Dispatch Notice**” means any Charging Notice, Discharging Notice and any subsequent updates thereto, given by the CAISO or the Scheduling Coordinator, to the Project Developer, directing the Facility to charge or discharge Energy at a specific MWh rate to a specified Storage Level; *provided*, any such operating instruction or updates shall be in accordance with the Operating Restrictions.

“**Effective Date**” has the meaning set forth in the Preamble.

“**Electrical Losses**” means all transmission or transformation losses (a) between the Delivery Point and the Facility Metering Point associated with delivery of Charging Energy, and (b) between the Facility Metering Point and the Delivery Point associated with delivery of Discharging Energy.

“**Energy**” means electrical energy, measured in kilowatt-hours, megawatt-hours or multiple units thereof.

“**Energy Storage Service Agreement**” or “**ESSA**” means the agreement between CCP and Project Developer for the purchase of energy storage products of [Project Name], executed on [Date].

“**Entitlement Share**” means the percentage entitlement of each Operation Participant for the Project as set forth in the PPSA, as may be amended pursuant to Section 4.2 therein.

“**Environmental Attributes**” shall mean any and all attributes under the RPS regulations or under any and all other international, federal, regional, state or other law, rule, regulation, bylaw, treaty or other intergovernmental compact, decision, administrative decision, program (including any voluntary compliance or membership program), competitive market or business method (including all credits, certificates, benefits, and emission measurements, reductions, offsets and allowances related thereto) that are attributable, now, or in the future to the Facility and its displacement of conventional energy generation.

“**Facility**” means the energy storage facility described on the Cover Sheet and in Exhibit A of the ESSA, including mechanical equipment and associated facilities and equipment required to deliver Product, as such storage facility may be expanded or otherwise modified from time to time in accordance with the terms of the ESSA.

“**Facility Meter**” has the meaning set forth in Section 1.1 of the ESSA.

“**Facility Metering Point**” means the location(s) of the Facility Meter shown in Exhibit R of the ESSA.

“**FERC**” means the Federal Energy Regulatory Commission or any successor government agency.

“**Governmental Authority**” means any federal, state, provincial, local, or municipal government, any political subdivision thereof or any other governmental, congressional, or parliamentary, regulatory, or judicial instrumentality, authority, body, agency, department, bureau,

or entity with authority to bind a Party at law, including CAISO; *provided*, “Governmental Authority” shall not in any event include any Party.

“**kWh**” means a kilowatt-hour measured in alternating current, unless expressly stated in terms of direct current.

“**Law**” means any applicable law, statute, rule, regulation, decision, writ, order, decree or judgment, permit or any interpretation thereof, promulgated or issued by a Governmental Authority.

“**Lead Point Person**” has the meaning set forth in Section 5.4.

“**Letter(s) of Credit**” has the meaning set forth in Section 1.1 the ESSA.

“**Management Team**” means the group established in accordance with Article 5.

“**Month**” means a calendar month.

“**MW**” means megawatts in alternating current, unless expressly stated in terms of direct current.

“**MWh**” means megawatt-hour measured in alternating current, unless expressly stated in terms of direct current.

“**NERC**” means the North American Electric Reliability Corporation, or any successor entity performing similar functions.

“**Net Qualifying Capacity**” or “**NQC**” has the meaning set forth in the CAISO Tariff.

“**Normal Vote**” has the meaning set forth in Exhibit E.

“**Notice**” shall, unless otherwise specified in the Agreement, mean written communications by a Party to be delivered by hand delivery, United States mail, overnight courier service, or electronic messaging (e-mail).

“**Operating Restrictions**” means those restrictions, rules, requirements, and procedures set forth in Exhibit Q of the ESSA.

“**Operation Participant Indemnites**” has the meaning set forth in Section 9.5.

“**Operation Participants**” means those entities executing this Agreement, as identified in the Preamble, together in each case with each entity’s successors or assigns.

“**Party**” has the meaning set forth in the Preamble.

“**Performance Guarantees**” has the meaning set forth in Section 4.3(b) of the ESSA.

“**Performance Security**” means (i) cash or (ii) Letter of Credit in the amount set forth on the Cover Sheet of the ESSA.

“**Person**” means any individual, sole proprietorship, corporation, limited liability company, limited or general partnership, joint venture, association, joint-stock company, trust, incorporated organization, institution, public benefit corporation, unincorporated organization, government entity or other entity.

“**PNode**” has the meaning set forth in the CAISO Tariff.

“**Product**” means all of the Discharging Energy, Charging Energy, Capacity Attributes, Ancillary Services, and Environmental Attributes associated with the Facility, or otherwise provided for pursuant to the ESSA.

“**Project**” has the meaning set forth in Exhibit A of the ESSA.

“**Project Committee**” means the committee established in accordance with the PPSA.

“**Project Developer**” means [Project Name], or Assignee as permitted under the ESSA.

“**Project Participation Share Agreement**” or “**PPSA**” means the agreement between CCP and the Project Participants (as defined therein) for the administration of the ESSA with Project Developer, executed on [Date].

“**Prudent Operating Practice**” means (a) the applicable practices, methods and acts required by or consistent with applicable Laws and reliability criteria, and otherwise engaged in or approved by a significant portion of the electric industry during the relevant time period with respect to grid-interconnected, utility-scale energy storage facilities in the Western United States, and (b) any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Prudent Operating Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to acceptable practices, methods or acts generally accepted in the industry with respect to grid-interconnected, utility-scale energy storage facilities in the Western United States. Prudent Operating Practice shall include compliance with applicable Laws, applicable safety and reliability criteria, and the applicable criteria, rules and standards promulgated in the National Electric Safety Code and the National Electrical Code, as they may be amended or superseded from time to time, including the criteria, rules, and standards of any successor organizations.

“**Qualifying Capacity**” has the meaning set forth in the CAISO Tariff.

“**Real-Time Market**” has the meaning set forth in the CAISO Tariff.

“**Released Party**” has the meaning set forth in Section 9.2.

“**Resource Adequacy Benefits**” means the rights and privileges attached to the Facility that satisfy any entity’s Resource Adequacy Requirements, as those obligations are set forth in any ruling issued by a Governmental Authority, including the Resource Adequacy Rulings, and shall include Flexible Capacity, and any local, zonal, or otherwise locational attributes associated with the Facility.

“**Resource Adequacy Requirements**” or “**RAR**” means the resource adequacy requirements applicable to an entity as established by the CAISO pursuant to the CAISO Tariff, by the CPUC pursuant to the Resource Adequacy Rulings, or by any other Governmental Authority.

“**Resource Adequacy Resource**” has the meaning used in Resource Adequacy Rulings.

“**Resource Adequacy Rulings**” means CPUC Decisions 04-01-050, 04-10-035, 05-10-042, 06-04-040, 06-06-064, 06-07-031, 07-06-029, 08-06-031, 09-06-028, 10-06-036, 11-06-022, 12-06-025, 13-06-024, 14-06-050, 15-06-063, 16-06-045, 17-06-027, 18-06-030, 18-06-031, 19-02-022, 19-06-026, 19-10-021, 20-01-004, 20-03-016, 20-06-002, 20-06-031, 20-06-028, 20-12-006 and any other existing or subsequent ruling or decision, or any other resource adequacy laws, rules or regulations enacted, adopted or promulgated by any applicable Governmental Authority, however described, as such decisions, rulings, Laws, rules or regulations may be amended or modified from time-to-time throughout the Contract Term.

“**Schedule**” has the meaning set forth in the CAISO Tariff, and “**Scheduled**” and “**Scheduling**” has a corollary meaning.

“**Scheduled Energy**” means the Discharging Energy that clears under the applicable CAISO market based on the final Day-Ahead Schedule, FMM Schedule (as defined in the CAISO Tariff), and/or any other financially binding Schedule, market instruction or dispatch for the Facility for a given period of time implemented in accordance with the CAISO Tariff.

“**Scheduling Coordinator**” or “**SC**” means an entity engaged by CCP and certified by the CAISO as qualifying as a Scheduling Coordinator pursuant to the CAISO Tariff for the purposes of undertaking the functions specified in “Responsibilities of a Scheduling Coordinator,” of the CAISO Tariff, as amended from time to time.

“**Storage Level**” means, at a particular time, the amount of electric Energy in the Facility available to be discharged as Discharging Energy, expressed in MWh.

“**Unanimous Vote**” has the meaning set forth in Exhibit E.

1.2. **Rules of Interpretation.** In this Agreement, except as expressly stated otherwise or unless the context otherwise requires:

(a) headings and the rendering of text in bold and italics are for convenience and reference purposes only and do not affect the meaning or interpretation of this Agreement;

(b) words importing the singular include the plural and vice versa and the masculine, feminine and neuter genders include all genders;

(c) the words “hereof”, “herein”, and “hereunder” and words of similar import shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(d) a reference to an Article, Section, paragraph, clause, Party, or Exhibit is a reference to that Article, Section, paragraph, clause of, or that Party or Exhibit to, this Agreement unless otherwise specified;

(e) a reference to a document or agreement, including this Agreement shall mean such document, agreement or this Agreement including any amendment or supplement to, or replacement, novation, or modification of this Agreement, but disregarding any amendment, supplement, replacement, novation or modification made in breach of such document, agreement or this Agreement;

(f) a reference to a Person includes that Person's successors and permitted assigns;

(g) the terms "include" and "including" mean "include or including (as applicable) without limitation" and any list of examples following such term shall in no way restrict or limit the generality of the word or provision in respect of which such examples are provided;

(h) references to any statute, code or statutory provision are to be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, or reenacted, and include references to all bylaws, instruments, orders and regulations for the time being made thereunder or deriving validity therefrom unless the context otherwise requires;

(i) in the event of a conflict, a mathematical formula or other precise description of a concept or a term shall prevail over words providing a more general description of a concept or a term;

(j) references to any amount of money shall mean a reference to the amount in United States Dollars;

(k) the expression "and/or" when used as a conjunction shall connote "any or all of";

(l) words, phrases or expressions not otherwise defined herein that (i) have a generally accepted meaning in Prudent Operating Practice shall have such meaning in this Agreement or (ii) do not have well known and generally accepted meaning in Prudent Operating Practice but that have well known and generally accepted technical or trade meanings, shall have such recognized meanings; and

(m) each Party acknowledges that it was represented by counsel in connection with this Agreement and that it or its counsel reviewed this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

ARTICLE 2

EFFECTIVE DATE, TERM, AND EARLY TERMINATION

2.1. Term.

(a) The term of this Agreement shall commence on the Effective Date and shall remain in full force and effect until the conclusion of the Delivery Term of the ESSA, subject to any early termination provisions set forth herein or subject to an early termination of the ESSA (“**Term**”).

(b) Applicable provisions of this Agreement shall continue in effect after termination to the extent necessary to enforce or complete the duties, obligations or responsibilities of the Parties arising prior to termination. All indemnity and audit rights shall remain in full force and effect for three (3) years following the termination of this Agreement.

ARTICLE 3 **AGREEMENT**

3.1. Transaction. The Operation Participants seek to establish Management Team to facilitate the implementation and administration of the ESSA and the operation of the Project, and to engage and coordinate with the Scheduling Coordinator.

ARTICLE 4 **ROLE OF PROJECT COMMITTEE**

4.1. Role of Project Committee. The Project Committee shall be established and governed pursuant to the PPSA. The Project Committee shall oversee and advise on the actions taken by the Management Team. To the extent that the Management Team requires decisions to be made promptly, the Management Team shall notify the Chairperson of the Project Committee and request a prompt response.

ARTICLE 5 **MANAGEMENT TEAM**

5.1. Management Team. The Management Team is authorized to (a) provide coordination among, and information to, the Operation Participants and CCP, (b) direct the daily operation of the Project, (c) make recommendations to the Project Committee regarding the administration and operation of the Project, and (d) undertake the responsibilities set forth in Section 5.5.

5.2. Management Team Membership. The Management Team shall consist of one representative from each Operation Participant. Within thirty (30) days after the Effective Date, each Operation Participant shall provide notice to each other of such Operation Participant’s representative to the Management Team. Alternate Management Team representatives may be appointed by written notice. An alternate representative may attend all meetings of the Management Team but may vote only if the representative for whom they serve as alternate is absent. No Operation Participant’s representative shall exercise any greater authority than permitted by the Operation Participant which they represent. The Management Team may add additional non-voting members without seeking approval from the Project Committee.

5.3. Management Team Operations, Meetings, and Voting. Management Team operations, meeting, and voting shall be in accordance with the procedures and requirements as set forth in Exhibit E, as may be amended from time to time.

5.4. Lead Point Person; Responsibilities.

(a) Lead Point Person. The Management Team shall have a Lead Point Person (“**Lead Point Person**”) that is designated, voted on, and majority approved by the Project Committee. The Project Committee shall decide how the role of Lead Point Person is shared or rotated amongst the Operation Participants. In the event there is no Lead Point Person designated by the Project Committee, the roles and responsibilities set forth in this Section 5.4 shall be carried out by the resource manager for each of the Operation Participants rotating on a quarterly basis. The Lead Point Person shall be the voting member representing its respective Operation Participant. For the avoidance of doubt, the Lead Point Person is not an additional vote to the Management Team.

(b) Responsibilities of Lead Point Person. The Lead Point Person shall have the following responsibilities:

(i) Facilitate efficient and regular communications with the Scheduling Coordinator;

(ii) Act as a liaison between the Management Team and the Project Committee;

(iii) Provide a weekly report to the Operation Participants and the Project Committee regarding the status of the Project and any actions taken by the Management Team; and

(iv) Calling and presiding over meetings of the Management Team.

(c) Limited Autonomous Authority. The Operation Participants agree to grant the Lead Point Person limited autonomous authority to make certain operational decisions in coordination with the Scheduling Coordinator, so long as (i) it arises from an exceptional event requiring prompt decision making, and (ii) the Lead Point Person notifies the Management Team representatives via text or email promptly upon learning of the event. The Lead Point Person shall provide to all Parties and the Project Committee an email summary of the event, the options discussed with the Scheduling Coordinator, the decision made, and resolution of the event. The Parties agree that the Lead Point Person shall bear no liability for the decision so long as he or she has acted in good faith on behalf of the Parties, and the Parties shall waive any claims against the Lead Point Person.

5.5. Management Team Responsibilities. The Management Team shall have the following duties and responsibilities:

(a) Coordinate, make and review proposals and recommendations to the Project Committee with respect to the operation of the Projects;

(b) Initiate, review and make recommendations to the Project Committee with respect to proposed amendments to the scheduling and dispatch criteria set forth in Exhibit C;

(c) Coordinate communications with Project Developer with respect to the operation of each Project, including requests for operating reports and providing reasonable access to any records (e.g., invoices or settlement data from the CAISO) as may be necessary for Project Developer to prepare the invoices;

(d) To the extent CCP may claim Environmental Attributes for the Project, work with Project Developer to undertake any necessary actions;

(e) Review proposed planned outages schedules for the Project on a quarterly basis and, if applicable, provide requests for changes in accordance with the ESSA;

(f) Review and make recommendations with respect to the annual maintenance schedule for the Project for approval by the Project Committee;

(g) Review and update the Resource Specific Template set forth in Exhibit B;

(h) Coordinate monthly CAISO settlements or other administrative actions under the ESSA;

(i) Prepare (or cause to be prepared) reports relating to operation of the Project, as requested by the Project Committee;

(j) Coordinate on responses (including the provision of data) to regulatory agencies in regulatory compliance filings, as requested by the Project Committee;

(k) With respect to the Scheduling Coordinator, (i) assist the Project Committee with negotiating the form of Scheduling Coordinator Agreement and any amendments thereto; (ii) oversee the engagement of the Scheduling Coordinator and notify the Project Committee if the Scheduling Coordinator is in breach of its agreement or otherwise does not perform; and (iii) coordinate the authorization or designation of the Scheduling Coordinator for the Facility with the CAISO;

(l) Take any other action reasonably necessary pursuant to the ESSA, as directed by the Project Committee, to the extent such action is consistent with the scope of this Agreement;

(m) In the event of an Unplanned Outage, coordinate an inspection of the Facility and all records relating thereto;

(n) Approval of NQC amounts;

(o) With respect to testing of the Facility, (i) coordinate and schedule the presence of a representative of CCP to witness any Capacity Tests, (ii) coordinate the approval of requests by Project Developer to conduct additional testing, (iii) ensure payment to Project Developer of all applicable CAISO revenues received by CCP and associated with the discharge Energy associated with any testing initiated by Project Developer; (iv) coordinate with Project Developer the testing of the Facility Meter on an annual basis; (v) coordinate a request to Project Developer to undertake a Capacity Test with appropriate notice; (vi) coordinate with Project

Developer to agree on any deviations to the order of the Test Elements set forth in Exhibit O of the ESSA; (vii) coordinate the acceptance of an incomplete Capacity Test or any requests to complete or repeat any or all of a portion of the Capacity Test; (viii) coordinate the acceptance or rejection of the results of a Capacity Test as set forth in a written report from Project Developer; and (ix) coordinate the review and approval of the Supplementary Capacity Test Protocol provided by Project Developer and any updates thereto;

(p) Coordinate, schedule, and do all other things deemed necessary or appropriate, as permitted under this Agreement and the ESSA, to provide for the delivery of Charging Energy from the grid to the Point of Delivery;

(q) Coordinate with the Scheduling Coordinator to: (i) dispatch the Facilities, including the delivery of Dispatch Notices, in accordance with the Operating Restrictions and Exhibit C, (ii) charge the Facilities, including the delivery of Charging Notices, in accordance with the Operating Restrictions and Exhibit C; (iii) discharge the Facilities, including the delivery of Discharging Notices, in accordance with the ESSA and Exhibit C; (iv) provide updated Dispatch Notices during any Curtailment Period; (v) request additional CAISO Certification for provision of additional Ancillary Services (including reimbursement for any material costs); (vi) resell any part of the Product provided under the ESSA; (vii) submit Schedules to the CAISO in accordance with the ESSA and the applicable CAISO Tariff, protocols and Scheduling practices for the Product on a Day-Ahead, hour-ahead, fifteen-minute market, Real-Time or other market basis that may develop after the Effective Date, as determined by Buyer; (viii) provide Project Developer with access to a web-based system for submission of notices and updates required under the CAISO Tariff; (ix) undertake all settlement functions with the CAISO related to the Facility, including rendering an invoice to Project Developer for any CAISO payments charges or penalties for which Project Developer is responsible under the ESSA and making any adjustments thereto, in accordance with the ESSA; (x) dispute CAISO settlements as required by Project Developer; (xi) cooperate reasonably with Project Developer to the extent necessary to enable Project Developer to comply, and for Project Developer to demonstrate its compliance with, NERC reliability standards; and (x) convey any Capacity Attributes and any applicable Environmental Attributes associated with the Facility to each Operation Participant; and

(r) Exercise general supervision over any subgroup established pursuant to Section 5.9.

5.6. Recommendations to the Project Committee.¹

(a) Amendments. Review, modify, and approve by a Normal Vote a recommendation to the Project Committee regarding proposed amendments to the scheduling and dispatch criteria set forth in Exhibit C.

(b) [_____]. Review, modify, and approve by a Normal Vote a recommendation to the Project Committee regarding [_____].

¹ Should anything specifically be called out in making recommendations to the Project Committee?

5.7. Actions Requiring Unanimous Vote.²

- (a) [_____].

5.8. Actions Subject to a Normal Vote.³

(a) Make recommendations to the Project Committee or to Project Developer, as appropriate, with respect to the operation of the Project.

(b) Make recommendations to the Project Committee regarding rules, procedures, and protocols for the scheduling, handling, tagging, dispatching, and crediting of the Product, the handling and crediting of Environmental Attributes associated with the Facility and the control and use of the Facility.

(c) Make recommendations to the Project Committee regarding the form or content of any written operational reports, Facility-related data and storage information, technical information, facility reliability data, transmission information, forecasting, scheduling, dispatching, tagging, parking, firming, exchanging, balancing, movement, or other delivery information, and similar information and records, or matters pertaining to the Project.

(d) Make recommendations to the Project Committee regarding practices and procedures for, among other things, the production, scheduling, tagging, transmission, delivery, firming, balancing, exchanging, crediting, tracking, monitoring, remarketing, sale, or disposition of the Product, including the control and use of the Facility, and the supply, scheduling, and use of Charging Energy.

(e) Make recommendations to Project Committee regarding policies or programs formulated by CCP or Project Developer for determining or estimating storage resources or the values, quantities, volumes, or costs of the Product from the Facility.

(f) Make recommendations regarding the implementation of metering technologies and methodologies appropriate for the delivery, accounting for, transferring and crediting of the Product to the Point of Delivery (directly or through the Facility).

5.9. Subgroups. The Management Team may establish as needed subgroups including, but not limited to, engineering, mechanical, weather, geologic, diurnal, barometric, meteorological, operating, and environmental subgroups. The authority, membership, and duties of any subgroups shall be established by the Management Team; provided, however, such authority, membership or duties shall not conflict with the provisions of the ESSA. Each such subgroup shall be initially responsible to the Management Team.

5.10. Change in Representative. Each Operation Participant shall promptly give written notice concurrently to the other Operation Participants and CCP of any changes in the designation of its representative on the Management Team or any subgroup.

² What should require a Unanimous Vote?

³ What should require a Normal Vote?

5.11. Representative's Expenses. Any expenses incurred by any representative of any Operation Participant or group of Operation Participants serving on the Management Team or any other subgroup in connection with their duties on such subgroup shall be the responsibility of the Operation Participant which they represent and shall not be an expense payable under this Agreement.

5.12. Inaction by Committee. It is recognized by the Operation Participants that if the Management Team is unable or fails to agree with respect to any matter or dispute which it is authorized to determine, resolve, approve, disapprove or otherwise act upon after a reasonable opportunity to do so, or within the time specified herein or in the ESSA, then the Project Committee may take such action as in its discretion as necessary for its timely performance under any requirement pursuant to the ESSA, pending the resolution of any such inability or failure to agree, but nothing herein shall be construed to allow the Project Committee to act in violation of the express terms of the ESSA or this Agreement.

5.13. Delegation. To secure effective cooperation and decision making in a timely manner in connection with various administrative, technical, and other matters which may arise from time to time in connection with the operation of the Project, in appropriate cases, duties and responsibilities of the Management Team may be delegated to any individual in the Management Team upon notice to the Operation Participants. In addition, an Operation Participant may delegate its vote to the Lead Point Person or another Operation Participant prior to any meeting by giving notice to all of the Operation Participants.

5.14. Role of CCP Board. The rights and obligations of the Management Team under this Agreement shall be subject to the ultimate control at all times of the CCP Board.

ARTICLE 6

SCHEDULING COORDINATOR

6.1. Hiring of Scheduling Coordinator. The Operation Participants agree to work together to hire a qualified Scheduling Coordinator and to share the costs of such Scheduling Coordinator as set forth in Section 6.3 below. As necessary, the Operation Participants shall assist the Project Committee in the negotiation of a separate agreement between CCP and the Scheduling Coordinator to engage the services of the Scheduling Coordinator. The engagement of the Scheduling Coordinator shall require approval by the CCP Board. The Operation Participants shall coordinate the authorization or designation of the Scheduling Coordinator for the Facility with the CAISO.

6.2. Scheduling Coordinator Responsibilities. The Scheduling Coordinator shall have the duties and responsibilities set forth in Exhibit E attached hereto, as may be amended from time to time pursuant to this Agreement.

6.3. Cost Sharing. Each Operation Participant shall be responsible for the costs of the Scheduling Coordinator in accordance with its Entitlement Share. Such costs shall be included in the Annual Budget (as defined in the PPSA) and billed and paid pursuant to the PPSA. To the extent that the Operation Participants engage a consultant for purposes of this Agreement, the same requirements set forth in this Section 6.3 shall apply to such engagement.

6.4. Performance of Scheduling Coordinator. The Management Team shall oversee the performance of the Scheduling Coordinator. To the extent that the Management Team believes that the Scheduling Coordinator is in breach of its agreement with CCP or is otherwise not performing under the agreement, then the Management Team shall notify the Project Committee.

ARTICLE 7
AUTHORIZATIONS; CONFLICTS; LITIGATION.

7.1. Authorizations. Each Operation Participant hereby represents and warrants that no order, approval, consent, or authorization of any governmental or public agency, authority, or person, is required on the part of such Operation Participant for the execution and delivery by the Operation Participant, or the performance by the Operation Participant of its obligations under this Agreement except for such as have been obtained.

7.2. Conflicts. Each Operation Participant represents and warrants as of the Effective Date that, to the Operation Participant's knowledge, the execution and delivery of this Agreement by the Operation Participant and the Operation Participant's performance hereunder will not constitute a default under any agreement or instrument to which it is a party, or any order, judgment, decree or ruling of any court that is binding on the Operation Participant, or a violation of any applicable law of any governmental authority, which default or violation would have a material adverse effect on the financial condition of the Operation Participant.

7.3. Litigation. Each Operation Participant represents and warrants that, as of the Effective Date, to the Operation Participant's knowledge, except as disclosed, there are no actions, suits or proceedings pending against the Operation Participant (service of process on the Operation Participant having been made) in any court that questions the validity of the authorization, execution or delivery by the Operation Participant of this Agreement, or the enforceability on the Operation Participant of this Agreement.

ARTICLE 8
NONPERFORMANCE.

8.1. Nonperformance by an Operation Participant. If an Operation Participant fails to perform any covenant, agreement, or obligation under this Agreement or shall cause CCP to be in default under the ESSA, the remaining Operation Participants may, in the event the performance of any such obligation remains unsatisfied after thirty (30) days' prior written notice thereof to such Operation Participant and a demand to so perform, undertake the performance of the obligation without taking into account the Operation Participant's Entitlement Share for purposes of voting, if applicable.

8.2. Termination and Disposal of Operation Participant's Rights. If an Operation Participant has defaulted under the PPSA and its respective Project Rights and Obligations have been terminated and disposed of in accordance with the PPSA, then any rights and obligations of such Operation Participant under this Agreement shall also be terminated.

ARTICLE 9
LIABILITY

9.1. Operation Participants' Obligations Several. The Operation Participants shall be severally responsible and liable for performance under this Agreement.

9.2. No Liability of CCP or Operation Participants, Their Directors, Officers, Etc.; CCP and the Operation Participants' Directors, Officers, Employees Not Individually Liable. The Parties agree that neither CCP, the Operation Participants, nor any of their past, present or future directors, officers, employees, board members, agents, attorneys or advisors (collectively, the "**Released Parties**") shall be liable to any other of the Released Parties for any and all claims, demands, liabilities, obligations, losses, damages (whether direct, indirect or consequential), penalties, actions, loss of profits, judgments, orders, suits, costs, expenses (including attorneys' fees and expenses) or disbursements of any kind or nature whatsoever in law, equity or otherwise (including, without limitation, death, bodily injury or personal injury to any person or damage or destruction to any property of the Operation Participants, CCP, or third persons) suffered by any Released Party as a result of the action or inaction or performance or non-performance by Project Developer under the ESSA. Each Party shall release each of the other Released Parties from any claim or liability that such Party may have cause to assert as a result of any actions or inactions or performance or non-performance by any of the other Released Parties under this Agreement (excluding gross negligence and willful misconduct, which, unless otherwise agreed to by the Parties, are both to be determined and established by a court of competent jurisdiction in a final, non-appealable order). Notwithstanding the foregoing, no such action or inaction or performance or non-performance by any of the Released Parties shall relieve CCP or any Operation Participant from their respective obligations under this Agreement. The provisions of this Section 9.2 shall not be construed so as to relieve CCP or the Project Developer from any obligation or liability under this Agreement or the ESSA.

9.3. Extent of Exculpation; Enforcement of Rights. The exculpation provision set forth in Section 9.2 hereof shall apply to all types of claims or actions including, but not limited to, claims or actions based on contract or tort. Notwithstanding the foregoing, any Party may protect and enforce its rights under this Agreement by a suit or suits in equity for specific performance of any obligations or duty of any other Party, and each Party shall at all times retain the right to recover, by appropriate legal proceedings, any amount determined to have been an overpayment, underpayment or other monetary damages owed by the other Party in accordance with the terms of this Agreement.

9.4. No General Liability of CCP. The undertakings under this Agreement by CCP, shall not constitute a debt or indebtedness of CCP within the meaning of any provision or limitation of the Constitution or statutes of the State of California, and shall not constitute or give rise to a charge against its general credit.

9.5. Indemnification of Operation Participants. CCP undertakes and agrees, to the extent permitted by law, to indemnify and hold harmless each Operation Participant, their directors, board members, officers, employees, agents, attorneys and advisors, past, present or future (collectively, "**Operation Participant Indemnitees**"), from and against any and all claims, demands, liabilities, obligations, losses, damages (whether direct, indirect or consequential), penalties, actions, loss of profits, judgments, orders, suits, costs, expenses (including attorneys' fees and expenses) or disbursements of any kind or nature whatsoever in law, equity or otherwise, which include, without limitation, death, bodily injury or personal injury to any person or damage or destruction

to any property of the Operation Participants, CCP or third persons, that may be imposed on, incurred by or asserted against the Operation Participants arising by manner of any breach of this Agreement by CCP, or the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement on the part of CCP or any of CCP's directors, board members, officers, employees, agents and advisors, past, present or future.

ARTICLE 10 **NOTICES**

10.1. Addresses for the Delivery of Notices. Any Notice required, permitted, or contemplated hereunder shall be in writing, shall be addressed to the Party to be notified at the address set forth in Exhibit A or at such other address or addresses as a Party may designate for itself from time to time by Notice hereunder.

10.2. Acceptable Means of Delivering Notice. Each Notice required, permitted, or contemplated hereunder shall be deemed to have been validly served, given or delivered as follows: (a) if sent by United States mail with proper first class postage prepaid, three (3) Business Days following the date of the postmark on the envelope in which such Notice was deposited in the United States mail; (b) if sent by a regularly scheduled overnight delivery carrier with delivery fees either prepaid or an arrangement with such carrier made for the payment of such fees, the next Business Day after the same is delivered by the sending Party to such carrier; (c) if sent by electronic communication (including electronic mail or other electronic means) at the time indicated by the time stamp upon delivery and, if after 5 pm, on the next Business Day; or (d) if delivered in person, upon receipt by the receiving Party. Notwithstanding the foregoing, Notices of outages or other scheduling or dispatch information or requests, may be sent by electronic communication and shall be considered delivered upon successful completion of such transmission.

ARTICLE 11 **ASSIGNMENT**

11.1. General Prohibition on Assignments. No Party may assign this Agreement, or its rights or obligations under this Agreement, without the prior written consent of all other Parties, in each Party's sole discretion.

ARTICLE 12 **GOVERNING LAW AND DISPUTE RESOLUTION**

12.1. Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and construed, enforced, and performed in accordance with the laws of the state of California, without regard to principles of conflicts of Law. To the extent enforceable at such time, each Party waives its respective right to any jury trial with respect to any litigation arising under or in connection with this Agreement. The Parties agree that any suit, action, or other legal proceeding by or against any Party with respect to or arising out of this Agreement shall be brought in the federal or state courts located in the State of California in a location to be mutually chosen by all Parties, or in the absence of mutual agreement, the County of San Francisco.

12.2. Dispute Resolution.

(a) In the event of any dispute arising under this Agreement, within ten (10) Business Days following the receipt of a Notice from any Party identifying such dispute, the Parties shall meet, negotiate, and attempt, in good faith, to resolve the dispute by consensus quickly and informally without significant legal costs. Such meeting may be held in person or by video conference and each Party shall have one representative attend the meeting.

(b) If the Parties are unable to resolve a dispute arising hereunder pursuant to Section 12.2(a), the respective CEOs of each Party shall designate a representative to work towards a resolution of the dispute. The Parties shall make best efforts to resolve any dispute within fifteen (15) Business Days of representatives being designated.

(c) If the Parties are unable to resolve a dispute arising hereunder within twenty (20) Business Days following the CEO Meeting, the Parties may submit the dispute to arbitration under the rules of Judicial Arbitration and Mediation Services (JAMS).

12.3. Attorneys' Fees. In any proceeding brought to enforce this Agreement or because of the breach by any Party of any covenant or condition herein contained, the prevailing Party shall be entitled to reasonable attorneys' fees (including reasonably allocated fees of in-house counsel) in addition to court costs and any and all other costs recoverable in said action.

ARTICLE 13 **MISCELLANEOUS**

13.1. Entire Agreement; Integration; Exhibits. This Agreement, together with the Cover Sheet and Exhibits attached hereto constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits attached hereto are integral parts hereof and are made a part of this Agreement by reference. The headings used herein are for convenience and reference purposes only. This Agreement shall be considered for all purposes as prepared through the joint efforts of the Parties and shall not be construed against one Party or the other as a result of the preparation, substitution, submission, or other event of negotiation, drafting or execution hereof.

13.2. Amendments. This Agreement may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of all Parties; *provided*, this Agreement may not be amended by electronic mail communications.

13.3. No Waiver. Waiver by a Party of any default by the other Party shall not be construed as a waiver of any other default.

13.4. Severability. In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the Parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby. The Parties shall, however, use their best endeavors to agree on the replacement of the void, illegal or unenforceable provision(s) with legally acceptable clauses which correspond as closely as possible to the sense and purpose of the affected provision and this Agreement as a whole.

13.5. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and each of which shall be deemed an original.

13.6. Electronic Delivery. This Agreement may be duly executed and delivered by a Party by electronic format (including portable document format (.pdf)). Delivery of an executed counterpart in .pdf electronic version shall be binding as if delivered in the original. The words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity, or enforceability as a manually executed signature or the use of a paper-based record keeping system, as the case may be, to the extent and as provided for in any applicable law.

13.7. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

13.8. Forward Contract. The Parties acknowledge and agree that this Agreement constitutes a “forward contract” within the meaning of the U.S. Bankruptcy Code, and that the Parties are “forward contract merchants” within the meaning of the U.S. Bankruptcy Code. Each Party further agrees that, for all purposes of this Agreement, each Party waives and agrees not to assert the applicability of the provisions of 11 U.S.C. § 366 in any Bankruptcy proceeding wherein such Party is a debtor. In any such proceeding, each Party further waives the right to assert that the other Party is a provider of last resort to the extent such term relates to 11 U.S.C. §366 or another provision of 11 U.S.C. § 101-1532.

13.9. Further Assurances. Each of the Parties hereto agrees to provide such information, execute, and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party which are not inconsistent with the provisions of this Agreement and which do not involve the assumptions of obligations other than those provided for in this Agreement, to give full effect to this Agreement and to carry out the intent of this Agreement.

13.10. Confidentiality. Each Party agrees to maintain the confidentiality of all information exchanged amongst the Parties pursuant to this Agreement that is deemed “Confidential Information” under this Agreement (e.g., pricing, bidding strategies, resource capabilities, planned outages, etc.), subject to any required disclosures, including under the California Public Records Act. None of the Parties may disclose information deemed Confidential Information under this Agreement without the prior written consent of the other Parties.

[Signatures on following page]

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

<p>California Community Power</p> <p>By:</p> <p>Name: _____</p> <p>Title: _____</p> <p>Approved as to form by Counsel</p> <p>By:</p> <p>Name: _____</p> <p>Title: _____</p>	<p>CleanPowerSF</p> <p>By:</p> <p>Name: _____</p> <p>Title: _____</p> <p>Approved as to form by Counsel</p> <p>By:</p> <p>Name: _____</p> <p>Title: _____</p>
<p>By:</p> <p>Name: _____</p> <p>Title: _____</p> <p>Approved as to form by Counsel</p> <p>By:</p> <p>Name: _____</p> <p>Title: _____</p>	<p>By:</p> <p>Name: _____</p> <p>Title: _____</p> <p>Approved as to form by Counsel</p> <p>By:</p> <p>Name: _____</p> <p>Title: _____</p>

<p>By: _____ Name: _____ Title: _____</p> <p>Approved as to form by Counsel</p> <p>By: _____ Name: _____ Title: _____</p>	<p>By: _____ Name: _____ Title: _____</p> <p>Approved as to form by Counsel</p> <p>By: _____ Name: _____ Title: _____</p>
<p>By: _____ Name: _____ Title: _____</p> <p>Approved as to form by Counsel</p> <p>By: _____ Name: _____ Title: _____</p>	<p>By: _____ Name: _____ Title: _____</p> <p>Approved as to form by Counsel</p> <p>By: _____ Name: _____ Title: _____</p>

EXHIBIT A

NOTICES

Party	<i>All Notices</i>	<i>Invoices</i>
California Community Power	California Community Power General Manager <div style="background-color: yellow; height: 15px; width: 100%;"></div> <div style="background-color: yellow; height: 15px; width: 100%;"></div> Email address	

EXHIBIT B
RESOURCE SPECIFIC TEMPLATE

EXHIBIT C

SCHEDULING AND DISPATCH OPERATIONS AND ECONOMIC CRITERIA

EXHIBIT D

SCHEDULING COORDINATOR RESPONSIBILITIES⁴

Schedule and dispatch of the Product in accordance with applicable Laws, Prudent Operating Practices, Exhibit C, and Operating Restrictions.

Submit Schedules to the CAISO in accordance with the ESSA and the applicable CAISO Tariff, protocols and Scheduling practices for the Product on a day-ahead, hour-ahead, fifteen-minute market, Real-Time or other market basis that may develop after the Effective Date.

Coordinate with the Management Team in accordance with Section 5.4(q).

Communications and reporting from the Scheduling Coordinator to the Operation Participants.

Submit Supply Plan indicating allocation of Capacity Attributes to Operation Participants.

To extent applicable, coordinate the transfer of WREGIS Certificates from Project Developer to CCP and from CCP to the Operation Participants.

⁴ Exhibit D require more input.

EXHIBIT E

PROJECT COMMITTEE OPERATIONS, MEETING, AND VOTING

(a) **Lead Point Person of Management Team.** The Lead Point Person of the Management Team shall be designated pursuant to Section 5.4(a). The Lead Point Person shall be responsible for calling and presiding over meetings of the Management Team and making limited autonomous decisions in coordination with the Scheduling Coordinator.

(b) **Meetings.** Unless otherwise directed by the Project Committee, the Management Team shall meet weekly to review operations of the Project. Conducting of Management Team meetings and actions taken by the Management Team may be taken by vote given in an assembled meeting, by telephone, by video conferencing, or by any combination thereof. At least one representative from each Operation Participant and the Lead Point Person shall be present at each meeting. To the extent an Operation Participant is unable to attend a meeting, such Operation Participant shall delegate his or her vote in accordance with Section 5.13.

(c) **Voting.** Voting by the Management Team shall be as set forth in this Exhibit E. The Operation Committee shall have the ability to amend the voting procedures subsequent to the Effective Date by a unanimous affirmative vote by all Operation Participants. The Scheduling Coordinator shall be a non-voting member of the Management Team, and if mutually agreed by the Operation Participants, a consultant may be a non-voting member of the Management Team.

(d) **Unanimous Vote.** Certain actions, as designated in Section 5.7, require a unanimous affirmative vote by all Operation Participants. No such vote may be taken unless a representative from every Operation Participant is present at the meeting of the Management Team or Operation Participant has delegated their vote in writing to another member.

(e) **Normal Vote.** All actions not designated as requiring unanimous vote, shall proceed pursuant to the “Normal Vote” process set forth in this clause (e).

(i) **Quorum.** No Normal Vote of the Management Team shall be taken unless a representative is present or vote is delegated for at least fifty percent (50%) of the total number of Operation Participants, without regard to each Operation Participant’s Entitlement Share.

(ii) **Initial Normal Vote.** Unless a representative requests an Alternate Normal Vote, pursuant to clause (e)(iii), all actions requiring a Normal Vote, as specified in Section 5.6 or 5.8, shall require an affirmative vote of at least fifty-one percent (51%) of the total number of Operation Participants, without regard to each Operation Participant’s Entitlement Share.

(iii) **Alternate Normal Vote.** Any representative may request that any Normal Vote be taken on an Entitlement Share basis (referred to as an “**Alternate Normal Vote**”). If a representative requests an Alternate Normal Vote, then the following vote requirements shall apply:

(A) If any individual Operation Participant has an Entitlement Share exceeding fifty percent (50%), then all actions for which an Alternate Normal Vote is taken, shall require that the Operation Participant with an Entitlement Share exceeding fifty percent (50%) plus any other Operation Participant vote in the affirmative.

(B) If no individual Operation Participant has an Entitlement Share exceeding fifty percent (50%), then all actions for which an Alternate Normal Vote is taken, shall require an affirmative vote of Operation Participants having Entitlement Shares aggregating at least fifty-one percent (51%) of the total Entitlement Shares.