

**MASTER GOODS AND SERVICES AGREEMENT
BETWEEN
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
AND
THULE ENERGY STORAGE**

This MASTER GOODS AND SERVICES AGREEMENT ("Agreement") is entered into and effective March 19, 2021, by and between Ice Bear SPV #1 LLC, d/b/a Thule Energy Storage ("Contractor"), an LLC located at 3396 Sunland Way, Costa Mesa, California 92626, and Southern California Public Power Authority ("SCPPA"), a joint powers agency created pursuant to the laws of the State of California, with offices at 1160 Nicole Court, Glendora, California 91740. SCPPA and Contractor are also referred individually as ("Party") and together as ("Parties").

WHEREAS, SCPPA member utilities ("Members") are engaged in the generation, and transmission, of electrical energy to retail customers; and

WHEREAS, SCPPA has a need for professional and technical goods and services to facilitate SCPPA's services that support its Members' procurement of generation and transmission resources and their obligation to first acquire energy efficiency and demand reduction resources that are cost effective, reliable and feasible as mandated by Section 9615 of the California Public Utilities Code; and

WHEREAS, Contractor is qualified and capable of providing such goods and services;

NOW, THEREFORE, in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Work to be Provided:** SCPPA engages the Contractor to provide goods and/or services ("Work"), described in Exhibit A attached hereto for itself and its Members to utilize pursuant to one or more task orders ("Task Orders") substantially in the form attached hereto as Exhibit B. The Work provided or performed by Contractor under all Task Orders shall be based upon the price terms listed in Exhibit C, provided that in no event shall the payments to Contractor exceed the designated maximum amount listed in Exhibit C for all Task Orders under this Agreement. Each Task Order shall specify the Work to be provided or performed by Contractor. Each Task Order may also include a cap for all payments for Work performed under such Task Order and a time schedule for completion of the Work. Any Member who participates in any Task Order is referred to herein as the "Participating Member." No Task Order may be amended except by written agreement executed by Contractor, SCPPA and the Participating Member, provided that if a Participating Member has elected to confirm its Task Order participation through a letter to SCPPA, the Participating Member shall have submitted a new letter to SCPPA requesting the amendment to the Task Order prior to SCPPA's execution of the amendment to the Task Order.
2. **Independent Contractor:** Contractor is an independent contractor, is not an employee of SCPPA or any Member and neither Contractor nor its employees shall be entitled to any employment benefits or rights from SCPPA or any Member, including, but not limited to, retirement, sick leave, vacation leave, holiday pay, worker's compensation or other insurance benefits. Contractor shall

furnish the work in its own manner and method except as required by this Agreement. Contractor shall have no authority, express or implied, to act on behalf of or bind SCPPA or the Members in any capacity whatsoever as agents or otherwise, except as such Authority may be given specifically to Contractor in writing. Contractor may use the services of subcontractors to perform a portion of its obligations under this Agreement. Contractor shall have an affirmative duty to assure that such subcontractors comply with the terms of this Agreement as appropriate for their respective scope(s) of work. Contractor shall be the responsible party with respect to all actions of its subcontractors. Subcontractors must be properly licensed to perform the Work. No contractual relationship shall exist between SCPPA and any subcontractor with respect to the Work. Notwithstanding the foregoing, Contractor shall be solely responsible for (i) completion of the Work and any other of Contractor's or subcontractor's obligations hereunder, (ii) the acts, omissions, or defaults of the subcontractors and their employees, and (iii) the engagement, management, and payment of the subcontractors. Nothing contained herein will obligate SCPPA to pay any subcontractor and Contractor shall be solely responsible for paying each subcontractor to whom any amount is due from Contractor in connection with the Work. Contractor shall cause its subcontractors to maintain insurance coverage consistent with usual and customary practices in their respective industries. Contractor is not required to perform the Work at fixed hourly or daily times, nor at SCPPA or Member premises unless as provided in Exhibit A and/or the specific Task Order. Contractor's time spent at SCPPA, Member, or project location premises shall be subject to normal business hours and security requirements, unless agreed upon in writing by all Parties.

3. **Standard of Care:** The Contractor will perform Work under this Agreement with the degree of skill and diligence normally practiced in the same industry by contractors performing the same or similar work. Contractor shall comply with all Federal, State, County, City and other governing laws, rules and regulations as applicable to the performance of Work under this Agreement including Member business practices including, but not limited to, equal opportunity practices, living wage ordinances, applicable business licenses, taxpayer protection acts (limiting gifts or campaign contributions), and assignment of antitrust causes of action.
4. **Amendments:** Amendments to this Agreement may only be made pursuant to a separate writing signed by both Parties.
5. **Payment:** SCPPA shall pay Contractor for Services in accordance with the terms and payment schedule set forth in Exhibit C and the Task Order(s). Each invoice shall include the following:
 - a. Any reference number(s) assigned by SCPPA for invoices under this Agreement.
 - b. Name of the Participating Member(s) and the contact information for Participating Member(s) designated representative(s);
 - c. The basis for the amount invoiced, including a description of services provided, units and costs.

Contractor shall provide all invoices to both the Participating Member(s) and to SCPPA. Invoices delivered to SCPPA should be sent to billinginvoices@scppa.org. Invoices received by SCPPA on or before the 15th day of a given month and subsequently approved by the Participating Member(s) on or before the 25th day of the same month, will be paid by SCPPA before the end of the following month. All other properly invoiced amounts shall be paid not more than sixty (60) days after delivery of an invoice, provided that the funds for the payment of such invoices have been transmitted to SCPPA by the participating Member(s). SCPPA will use best efforts to pay invoices within a sixty (60) day period. SCPPA shall inform Contractor of any disputed invoice amounts

within thirty (30) days of the invoice date and may withhold payment of such amounts until all parties have reached agreement on the proper amount of the invoice.

6. **Taxes:** All taxes imposed on Contractor's income, imposed or assessed by reason of this Agreement or its performance, including but not limited to sales or use taxes, shall be paid by Contractor. Contractor shall be responsible for any taxes or penalties assessed by reason of any claims that Contractor is an employee of SCPPA.
7. **Indemnity:** Contractor shall defend, indemnify and hold harmless the Southern California Public Power Authority and other SCPPA participating Member and their officers, employees, assigns and successors in interest (collectively, "Indemnified Party") from and against any and all suits and causes of action, claims, charges, damages, demands, judgments, civil fines and penalties, or losses of any kind or nature whatsoever ("Claims"), which may be brought against the Indemnified Party for death, bodily injury or personal injury to any person, including Contractor's employees, agents or subcontractors of any tier and damage or destruction to tangible property to the extent arising by reason of negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement on the part of the Contractor, or the Contractor's officers, employees, agents or subcontractors, except for the gross negligence or misconduct of SCPPA, Member, or their respective officers or employees.
8. **Intellectual Property Infringement:** Contractor shall defend, indemnify and hold SCPPA and Members free and harmless from and against any loss, cost and expense that SCPPA or any Participating Members incurs because of a claim that any deliverables, materials or equipment (hereinafter "Product") provided pursuant to this Agreement infringes on the intellectual property right of others. Contractor's obligations under this indemnification are expressly conditioned on the following: (i) SCPPA must notify Contractor of any such claim and (ii) the claim must not arise from modifications to or misuse of the Product by SCPPA, Participating Members. In the event of any such infringement claim, Contractor, at its sole option and expense, may (A) retake title and possession of the Product and refund all compensation paid by SCPPA, or (B) obtain for SCPPA the right to continue using the Product under the terms of this Agreement; or (C) replace the Product with another that is substantially equivalent in function, or modify the Product so that it becomes non-infringing and substantially equivalent in function. Any election made by Contractor pursuant to the provisions of the aforementioned sentence shall not result in any additional costs or liability to SCPPA or the Participating Members.
9. **Insurance:** Contractor shall at its sole cost and expense procure, provide and maintain, and shall require each subcontractor (regardless of tier) to provide and maintain, in effect during the performance of any Services under this Agreement insurance coverage with carriers reasonably satisfactory to SCPPA, as follows:
 - (a) Workers' Compensation insurance in accordance with statutory limits, as required by the state in which the services are to be performed, including a waiver of subrogation favoring SCPPA, and Employer's Liability insurance with limits of not less than one million dollars (\$1,000,000) each employee for accident, \$1,000,000 each employee for disease, and \$1,000,000 policy limit for disease.
 - (b) Commercial General Liability insurance providing coverage for bodily injury, property damage, personal injury, advertising liability, blanket contractual liability, Contractor's obligations under this Agreement, products and completed operations, and coverage for independent contractors

with limits of not less than one million dollars (\$1,000,000) for each occurrence, . Such policy shall cover SCPPA and each participating Member(s) as an additional insured, include a severability of interest provision, and be primary and not contributory with respect to any insurance carried by SCPPA or its Members.

- (c) Commercial Automobile Liability insurance providing coverage for all owned, non-owned, and hired automobiles used by Contractor in the performance of the services with a combined single limit of not less than one million dollars (\$1,000,000) for each occurrence of bodily injury and property damage.
- (d) Errors & Omissions/Professional Liability insurance, including coverage for liability arising from intellectual property infringement, information technology and software development services, with limits of one million dollars (\$1,000,000).
- (e) Contractor shall procure and maintain coverage for cyber liabilities and financial loss resulting or arising from acts, errors, or omissions, in connection with data maintenance, hosting, software development and other information technology services provided under this agreement. Coverage shall include protection for liability arising from:
 - 1. intellectual property infringement arising out of software and/or content (excluding patent infringement and misappropriation of trade secrets);
 - 2. breaches of security;
 - 3. violation or infringement of any right, privacy, breach of federal, state, or foreign security and/or privacy laws or regulations including; and,
 - 4. data theft, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information, transmission of a computer virus or other type of malicious code; and participation in a denial-of-service attack on a third party.

The minimum limits shall be three million dollars (\$3,000,000) for each and every claim and in the aggregate.

Such insurance must address all of the foregoing without limitation if caused by an employee of the Contractor or an independent contractor working on behalf of the Contractor in performing Services under this contract. Policy must provide coverage for wrongful acts, claims, and lawsuits anywhere in the world. The policy must be kept in force during the life of the contract and for two years (either as a policy in force or under an extended reporting provision) after contract termination.

- (f) All required policies shall provide not less than a thirty (30) day notice of cancellation to SCPPA.

The insurance to be provided by Contractor under this Agreement shall not include any of the following: except for Professional Liability Insurance, any claims-made insurance policies; any self-insured retention or deductible amount greater than two hundred fifty thousand dollars (\$250,000) unless approved in writing by SCPPA; any endorsement limiting coverage available to SCPPA or participating Member(s) that is otherwise required by this Section 9; and any policy or endorsement language that (i) negates coverage to SCPPA or participating Member(s) for SCPPA's or participating Members' own negligence; (ii) limits the duty to defend SCPPA or participating

Member(s) under the policy; (iii) provides coverage to SCPPA or participating Member(s) only if Contractor is negligent, or (iv) permits the recovery of defense costs from any additional insured. The insurance provided under this Agreement shall not contain any restrictions or limitations which are inconsistent with SCPPA's or the participating Members' rights under this Agreement.

Contractor shall furnish SCPPA proof of all specified insurance and related requirements either by use of Member-specific endorsement forms or by written evidence of insurance acceptable to SCPPA and Members' Risk Manager or designee, prior to commencement of Services under this Agreement. Contractor shall provide SCPPA a new or renewed certificate of insurance upon any changes or modifications to coverage or cancellation of any existing required coverage, including any extension or renewal of required insurance coverage, or cancellation of any existing required coverage; provided that any changes or modifications to coverage shall be consistent with the requirements of this Agreement.

10. Term, Suspension and Termination:

- (a) The term of this Agreement shall be three (3) years from the date hereof, at which time, it shall either expire or be extended by written agreement of the parties for one (1) or more additional terms totaling no more than three (3) years, unless sooner terminated in accordance with this section.
- (b) Either Party may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to the other Party. Upon such termination, (i) Contractor shall reimburse SCPPA for all payments made by SCPPA for Services not yet completed, or (ii) if outstanding payments are owed to Contractor, SCPPA shall pay Contractor for all Work satisfactorily performed in accordance with this Agreement up to the date of termination. Any rights or obligations pursuant to Sections 5, 6, 7, 8, 10, 11 and 13 shall survive the expiration or termination of this Agreement for a period of two (2) years.
- (c) No Task Order shall be executed pursuant to this Agreement if the time or deadline for performance thereof extends beyond the then-applicable expiration date of the Agreement.

11. Title to Goods and Warranties:

- (a) Title to Goods. The risk of loss and title to goods supplied by Contractor to SCPPA pursuant to the Work Scope shall pass upon delivery to SCPPA, unless otherwise specified in the Work Scope.
- (b) Warranties. Contractor warrants that goods shall be delivered free from defects in material, workmanship and title and that the services shall be performed in a competent, diligent manner in accordance with any mutually agreed specifications, as identified in Exhibit A and/or the specific Task Order. Contractor warrants that the services performed by it hereunder will be performed in a workmanlike manner and in accordance with generally accepted professional standards. In the event the services do not conform, such nonconforming services shall be corrected by Contractor. If goods or services do not meet the above-warranties, SCPPA shall promptly notify Contractor in writing prior to expiration of the warranty period. Contractor shall (i) at its option, repair or replace defective goods and (ii) re-perform defective services. If despite Contractor's reasonable efforts, a non-conforming goods cannot be repaired or replaced, or non-conforming services

cannot be re-performed, Contractor shall refund or credit monies paid by SCPPA for such non-conforming goods and services.

- 12. Information Provided by Others:** SCPPA and/or Members shall provide to the Contractor in a timely manner any information indicated is needed to perform the Work hereunder. Contractor may rely on the accuracy of information provided by SCPPA and its representatives.
- 13. Confidential Information:** As used herein, "Customer Data" shall be any and all personal data that describes anything whatsoever about an individual customer of a Member, such as address, employment, contact information, financial transactions, usage history and/or credit history, or that affords a clear basis for inferring things done by or to an individual or entity such as a record of a person's presence in a place, or requests for temporary changes in service. "Customer Responses" shall be any and all information or opinion collected or gathered from an individual customer of a Member, either verbally, in writing, or electronically.

Either Party (as to information disclosed, the "Disclosing Party") may each provide the other (as to information received, the "Receiving Party") with information that it may deem to be "Confidential Information" as herein defined. Confidential Information shall mean any and all: (1) Customer Data provided by SCPPA or a Member to Contractor or any of Contractor's subcontractors; and (2) Customer Responses collected by Contractor or any of Contractor's subcontractors from customers of any Member; (3) any information provided to one Party from another that is labeled and/or marked as such. Receiving Party agrees: (a) to use or reproduce the Confidential Information only as necessary to realize the benefits of or perform its obligations under this Agreement and for no other purpose, (b) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (c) not to disclose the Confidential Information to a competitor of Disclosing Party.

Notwithstanding the foregoing, Confidential Information does not include information which (i) at the time of disclosure is within the public domain through no breach of this Agreement by either Party; (ii) has been known or independently developed by and is currently in the possession of recipient prior to disclosure or receipt thereof; (iii) was or is acquired by recipient from a third party (other than a Member Customer contacted by Contractor in the course of performance of this Agreement) or (iv) disclosed pursuant to a legal requirement or order. The recipient may disclose the Confidential Information on a need-to-know basis to its contractors, agents and affiliates who agree to confidentiality and non-use terms that are substantially similar to these terms. The parties acknowledge and agree that any proprietary software provided by Contractor in connection with this Agreement shall be considered the Confidential Information of Contractor.

In the case of a *bona fide* request received by SCPPA under the California Public Records Act ("CPRA," Cal. Gov't Code § 6250 et seq.) from a third party for access to Contractor's Confidential Information, SCPPA shall notify Contractor of such request and shall follow Contractor's reasonable instructions in responding thereto subject to the understanding that SCPPA cannot delegate the responsibilities imposed on it by the CPRA to Contractor. In the event access to such Confidential Information is denied and the third party requesting the same initiates litigation to compel access under the CPRA, SCPPA shall advise Contractor of such litigation, and SCPPA shall have no other duty or obligation to Contractor under this Agreement with respect to the denial of access to such Confidential Information or to oppose or defend any such litigation. Contractor, at its own cost and expense, shall indemnify, defend and hold SCPPA and any affected Member free and harmless from such litigation or any claim, suit, cost, expense, judgment or order related thereto or otherwise

arising from the denial of access to Contractor's Confidential Information to said third party.

If Contractor is requested or required, pursuant to any order, rule, ruling, discovery request, subpoena, civil investigation or similar process to disclose any of SCPPA's or Participating Members' Confidential Information, Contractor shall provide prompt written notice to each of SCPPA and the affected Participating Members of such request or requirement so that SCPPA and the affected Participating Members may, at their own expense, seek a protective order or other appropriate remedy concerning such disclosure.

Confidential Information must be kept in a secure location. Confidential Information received from customers of a Member will only be provided by Contractor to SCPPA and its designated representatives, and to no other party. Contractor shall, when directed by SCPPA, create aggregated data derived from Confidential Information in such a way such that individual customer responses or data cannot be determined. Contractor will retain the Confidential Information only so long as it is necessary to perform Contractor's tasks under the Agreement, and after such time, the Confidential Information will be returned to SCPPA (or at SCPPA's written option, destroyed), and Contractor will retain no copies of the Confidential Information.

Contractor shall be responsible to ensure that any subcontractors used to provide Services that have access to Confidential Information or who will collect Customer Responses comply with the provisions of this Section 13.

Notwithstanding these restrictions, (a) Contractor may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the Agreement, (b) a Receiving Party may disclose Confidential Information to its auditors, (c) SCPPA may disclose Confidential Information to lenders as necessary for SCPPA to secure or retain financing needed to perform its obligations under the Agreement, and (d) a Receiving Party may disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such subcontractors, auditors, lenders or other permitted third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Each Disclosing Party warrants that it has the right to disclose the information that it discloses. Neither SCPPA nor Contractor shall make any public announcement about the Agreement without prior written approval of the other party. As to any individual item of Confidential Information, the restrictions under this provision shall expire five (5) years after the date of disclosure. This provision does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.

14. SCPPA's Right to Inspect Property: Upon reasonable notice to Contractor, SCPPA and/or Members shall have the right during the performance of the Work to inspect the site, subject in all cases to all applicable rules, policies and regulations related to safety, as well as state and local building code and ordinance compliance, including Contractor's and its subcontractors' reasonable safety precautions, provided that such inspection and presence does not unreasonably interfere with or delay the completion of the Work and Contractor's performance of its other obligations under this Agreement.

15. Dispute Resolution: In the event of a dispute between the Parties either Party may deliver to the other Party a notice of dispute with a detailed description of the underlying circumstances for the dispute. The dispute notice shall include a schedule of availability of the notifying Party's officers

having a title of senior vice president or higher duly authorized to settle the dispute during the thirty (30) day period following delivery of the dispute notice. The recipient Party shall, within five (5) business days of receipt of the dispute notice, provide to the notifying Party a parallel schedule of availability of its officers having a title of senior vice president or higher duly authorized to settle the dispute. The senior officers of the Parties shall meet and confer as often as reasonably necessary during the thirty (30) day period in good faith negotiations to resolve the dispute. In the event the dispute is not resolved within the thirty (30) day period then either Party may pursue any legal remedy available to it.

- 16. Representatives:** SCPPA's representative for implementation of this Agreement is Bryan Cope, telephone number (626) 793-9364 ext. 214, fax number (626) 793-9461 and e-mail address is bcope@scppa.org. All of Contractor's questions pertaining to this Agreement shall be referred to the above-named person(s), or to the representative's designee.

Contractor's representatives for this Contract is Joe Raasch, telephone number 651-235-0088, e-mail address is jraasch@thuleenergystorage.com, and Evan Berger, telephone number 917-838-2075 and email address eberger@thuleenergystorage.com, will also be included on communications. All of SCPPA's questions pertaining to this Agreement shall be referred to the above-named persons.

The representatives set forth herein shall have authority to give all notices required herein.

- 17. Notices:** All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender (may be other than the representatives referred to in Section 16) and delivered by facsimile, with a hard copy mailed first class, postage prepaid; or when sent by a courier or an express service guaranteeing overnight delivery to the receiving party, addressed to the respective parties as follows:

To SCPPA:

Bryan Cope
1160 Nicole Court
Glendora, CA 91740
(626) 793-9364
bcope@scppa.org

To Contractor:

Joe Raasch / Evan Berger
Ice Bear SPV #1 LLC, d/b/a Thule Energy Storage
Costa Mesa, CA 92626
Phone(s) 651-235-0088 / 917-838-2075
e-mail address: jraasch@thuleenergystorage.com;
eberger@thuleenergystorage.com

Either party may change its address for the purposes of this paragraph by giving written notice of such change to the other party in the manner provided in this Section.

Notice shall be deemed effective: 1) immediately, upon personal delivery or upon transmission by electronic mail accompanied by a telephone call to the intended recipient; 2) one (1) calendar day after transmission by electronic mail not accompanied by a telephone call; 3) five (5) calendar days after deposit in first class mail, if mailed within the United States; and 4) ten (10) calendar days after deposit in the mail, if mailed from outside the United States.

18. Miscellaneous:

- (a) **Prevailing Wages.** All applicable Work will be required to conform to prevailing wage rates applicable to the location(s) where the Work is performed. Contractor will be required to maintain

records of all prevailing wage payments for a minimum of three (3) years from the completion of Work.

- (b) **Assignment.** This Agreement is binding upon and will inure to the benefit of the SCPPA and Contractor and their respective successors and assigns. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party, which such consent shall not be unreasonably withheld or delayed.
- (c) **Integration; Conflicts.** This Agreement, including Exhibits hereto, contains the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements, whether written or oral. Any conflict between the terms of this Agreement and the Exhibits hereto, or any Task Order, the terms of this Agreement shall control. Any conflicts between the Exhibits and any Task Order, the Exhibits shall control
- (d) **Severability.** If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue in full force shall continue as to other circumstances in accordance with, the laws of the State of California.
- (e) **Governing Law.** This Agreement is entered into in Los Angeles County in the State of California and shall be governed by, and construed in accordance with, the laws of the State of California.
- (f) **Venue –** All litigation arising out of, or relating to this Agreement, shall be brought in a state or federal court in the County of Los Angeles in the State of California, both Parties waive any defense of forum non conveniens.
- (g) **Waiver.** The failure to enforce any terms of this Agreement or the waiver of any breach of this Agreement shall not constitute a waiver of any other breach or a relinquishment of right to enforce the same or any other provision of this Agreement.

18. Electronic Signatures and Counterparts.

This Agreement may be executed in counterparts, and, upon execution by each signatory, each executed counterpart shall have the same force and effect as an original instrument and as if all signatories had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signature thereon, and may be attached to another counterpart of this Agreement identical in form hereto by having attached to it one or more signature pages.

The Parties may execute this Agreement by manual signature or by electronic signature, each of which shall have the same force and effect. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes, to the extent provided under applicable law, including California's Uniform Electronic Transactions Act.

Execution Version

IN WITNESS WHEREOF, each signatory hereto represents that he or she has been properly authorized to execute and deliver this Agreement on behalf of the Party for which he or she signs.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

DocuSigned by:
Michael S. Webster
By: _____
B6AA321317A0046E...
MICHAEL S. WEBSTER
Executive Director

Approved as to Legal Form and Content:

DocuSigned by:
Mary Beth Martin

A05D8B3F2717439...
MARY BETH MARTIN
General Counsel

THULE ENERGY STORAGE

DocuSigned by:
Evan Berger
By: _____
2852E2E0736C4EE...
EVAN BERGER
Chief Operating Officer

EXHIBIT A**LIST OF GOOD AND SERVICES
TO BE PROVIDED UNDER THIS AGREEMENT**

Services not expressly set forth in this Exhibit A are excluded.

Services:***Operations & Maintenance service options***

O&M Service Option	Annual Visits	Annual cost per Ice Bear	Notes
1. CoolData Dashboard Remote Monitoring System	0	\$360	Access to CoolData platform for unlimited number of authorized users
2. CoolData + Standard Service	1	\$665	One Preventative Maintenance visit per year; additional charges would be incurred for any Service visits
3. CoolData + Extended Service	2	\$935	Pricing includes one Preventative Maintenance visit and one Service visit

Break-fix services:

- Customer-requested site visit: \$304 per technician visit, for up to first two hours
- Additional break-fix service: \$216 per hour per technician, for all additional time on site
 - *This number is for service visits that do not necessitate Non-Standard Part replacements. Non-Standard Part replacements are priced based on the table below.*

The O&M service options and break-fix services labor rates are fixed over the term of the Agreement.

Standard Part Replacement

- All standard parts (e.g., those that can be purchased at a hardware store) will be provided at Cost.

Ice Bear Decommissioning

- Unit removal and decommissioning service will be provided to requesting Member, upon mutual written agreement, as presented in a Task Order, at a fixed price of \$4,500 per unit over the term of the Agreement.

Non-Standard Part Replacement:

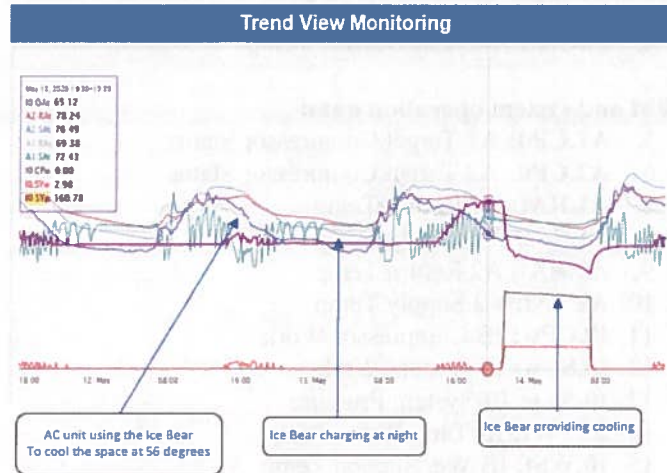
For repairs not covered by the Ice Bear warranty, all Non-Standard Parts will be furnished and installed at the following rate:

Ice Bear Part	Cost to Replace (fully installed)
Refrigerant Pump	\$785.50
Inverter	\$530.00
Water Pump	\$640.50
Compressor	\$3,000.00
Solenoid	\$800.00
Solenoid Coil	\$400.00
Condenser Coil	\$1,915.00
Condenser Fan	\$500.00
Condenser Fan Capacitor	\$350.00
Compressor Capacitor	\$400.00
CooData Interface Module (CIM) Board	\$405.00
CoolData Controller (CDC)	\$1,220.00
Electronic Expansion Value (EEV)	\$800.00
480-240 Transformer	\$850.00
24v Transformer	\$450.00
A to D sensors	\$350.00
Phase Protector	\$450.00
Current Transducer	\$450.00
Pressure Transducer	\$400.00
High Pressure Switch	\$350.00
Crank Case Heater	\$400.00
Network Communications Kit (NCK)	\$1,600.00

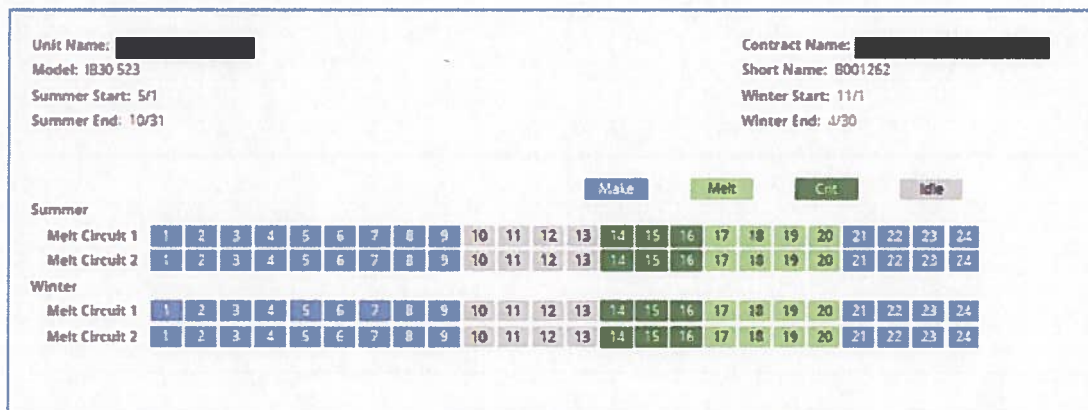
CoolData Graphical Interface

CoolData Dashboard – Remote Monitoring

- 22 data points monitored on each Ice Bear at 5-minute intervals to ensure proper operations and allow for maximum uptime capacity.
- Alarming to identify potential break-downs and notify TES service department in real time
- Enables TES techs troubleshoot and gather information before coming to site. This allows the technicians to have the correct components with them when they arrive on site.
- Access to historical data to review Ice Bear-specific performance.



CoolData Dashboard – Schedule view



- Make:** Ice Bear compressor runs to make ice in the tank
- Crit:** the hours that, by contract, the Ice Bear discharges to offset load
- Melt:** if there is additional ice left in the Ice Bear at the end of the Crit period, the Ice Bear can be set to continue discharging and offset AC load during these hours

CoolData Dashboard – Points List

Power and utility data:

1. **I0.DR1d:** DR Asset 1 Status
2. **RS.KO1:** Circuit 1 kW Offset
3. **RS.KO2:** Circuit 2 kW Offset
4. **I0.OAt:** Ambient Outside Temp

O&M and system operation data:

5. **A1.CPd:** A1 Target Compressor Status
6. **A2.CPd:** A2 Target Compressor Status
7. **A1.RAt:** A1 Return Temp
8. **A1.SAt:** A1 Supply Temp
9. **A2.RAt:** A2 Return Temp
10. **A2.SAt:** A2 Supply Temp
11. **I0.CPw:** IB Compressor Work
12. **I0.SYw:** IB System Work
13. **I0.SYp:** IB System Pressure
14. **I0.TWt:** IB Tank Water Temp
15. **I0.WSt:** IB Wet Suction Temp
16. **I0.CSt:** IB Compressor Suction Temp
17. **I0.CLt:** IB Condenser Liquid Temp
18. **I0.CBt:** IB Cabinet Temp
19. **I0.CSp:** IB Compressor Suction Pressure
20. **I0.Z1d:** IB Zone 1 Call for Cooling (CFC)
21. **I0.Z2d:** IB Zone 2 Call for Cooling (CFC)
22. **I0.SHt:** Superheat Temp

O&M annual Preventative Maintenance Service Visit checklist

Every Ice Bear Preventative Maintenance visit undergoes the following 14-step process, for each unit:

1. Visually inspect overall system (look for leaks, damaged coils, piping & insulation issues)
2. Ensure tank lids are tight and have grease added
3. Verify CDC configuration, melt and make schedules, return air temp. & supply air temp. sensors
4. Cycle Ice Bear through all modes
5. Verify that pressures, temperatures, and currents are all in range
6. Check all electrical connections (CoolData Controller board, control box, all terminals)
7. Inspect condenser fan motor blades
8. Verify all pump operation for water pump and refrigerant pump
9. Check water level and top off tank as needed
10. Verify capacitor and contactor operation
11. Add treatment tabs to water heat-exchanger tank
12. Clean condenser coil
13. Clean out Ice Bear cabinet
14. Inspect ice evaporator coils & condensate

EXHIBIT B**EXEMPLARY TASK ORDER FORM****TASK ORDER No.: [Utility-01, or Input Number Sequential
To Prior Task Orders]**

Date: []**Project Description:** []**Participating Member(s) (If Applicable):** []**Contractor:** []

Contractor, SCPPA and the Participating Member(s) ("Participant(s)") identified above agree that Contractor shall provide the Services specified herein pursuant to the terms and conditions of the Master Goods and Services Agreement ("Agreement") between SCPPA and Contractor dated [..input Master Goods and Services Agreement date...], except as specifically modified herein.

Scope of Services

[Add Introduction or General Description Of Services, If Desired]

Task 1: []**Task 2:** []**Task 3:** []

[Add Tasks as Needed]

Compensation and Schedule

[Specify Fees and Schedule]

Representative(s) of Participating Member(s)

[Identify Names and appropriate Contact information for all Member staff who are authorized representatives for the administration of the Agreement and who should be sent invoices from Contractor]

EXAMPLE NAME

Position/Title

Address Line 1

Address Line 2

Email

(000) 000-0000

EXAMPLE NAME

Position/Title

Address Line 1

Address Line 2

Email

(000) 000-0000

Amendment(s) to the Agreement

Execution Version

[Specify or Indicate "None."]

[SIGNATURE PAGE FOLLOWS]

Execution Version

IN WITNESS WHEREOF, the parties have signed this Task Order as of the date first written above.

SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY

By: _____

MICHAEL S. WEBSTER
Executive Director

Approved as to Legal Form and Content:

MARY BETH MARTIN
General Counsel

[COMPANY NAME]

By: _____

[PRINTED NAME IN CAPS]
[Position/Title]

Participant's Acknowledgement and Agreement

The undersigned hereby attests that [...he or she...] has the requisite authority to bind the Participant to the obligations set forth in this Task Order. Participant agrees to be responsible for any and all fees, costs and expenses invoiced to SCPA by Contractor for work performed on behalf of, or for the benefit of, Participant pursuant to the Agreement.

Participant agrees to indemnify, defend and hold harmless SCPA and all other SCPA members for payment for work performed on behalf of, or for the benefit of, Participant. Participant agrees to indemnify, defend and hold harmless SCPA and all other SCPA members from and against any and all losses, injuries, costs and expenses, damages, liens, claims, or liabilities, including reasonable attorney's fees incurred by SCPA and all other SCPA members in connection with the work performed for the benefit of, or on behalf of, Participant pursuant to the Agreement, except for the gross negligence or willful misconduct of SCPA or such other SCPA members, and their officers, agents, representatives or employees.

NAME OF MEMBER (required)

By: _____

[PRINTED NAME IN CAPS]
[General Manager / Utility Director or Designee]

[**OR** in the Alternative – if the participant has entered any legally binding agreement and commitment to pay for goods and/or services with SCPPA – the Member should delete the Signature block directly above and retain the check box & sentence below as commitment. The user only needs one of the commitment methods (signature block OR check box).]



Check here if Participant has indicated acknowledgement and agreement to pay for goods and/or services procured under this Task Order through a legally binding form of commitment, as specified below.

[Name of Participation Agreement (If Applicable)]

[Agreement Date]

EXHIBIT C

COMPENSATION SCHEDULE AND HOURLY FEES

In no event shall SCPPA's payment obligations to Contractor for all Services performed or for any other reason exceed One Million Five Hundred Thousand Dollars (\$1,500,000.00).

Please see Exhibit A for full pricing menu on O&M options and break-fix services.

Hourly fees – Service Technician:

- Customer-requested site visit: \$304 per visit, for up to first two hours
- \$216 per hour for all additional time on-site
- Non-standard parts replacement will be complete at menu pricing listed in Exhibit A

Pricing may be adjusted if needed to comply with statewide, prevailing wage regulations as may be applicable to where the Work is performed.

All travel must be preapproved in writing by SCPPA or the applicable Participating Member. As a public agency, SCPPA shall not reimburse Contractor for travel, food and related costs in excess of those permitted by the Internal Revenue Service.

RESOLUTION NO. 2021-015

**RESOLUTION OF THE BOARD OF DIRECTOR OF THE
SOUTHERN CALIFORNIA PUBLIC POWER AUTHORITY
APPROVING AND AUTHORIZING THE EXECUTIVE
DIRECTOR TO ENTER INTO A MASTER GOODS AND
SERVICES AGREEMENT WITH ICE BEAR SPV#1, LLC
DBA THULE ENERGY STORAGE, PROVIDING FOR
ADDITIONAL CONTRIBUTIONS TO THE AUTHORITY'S
REVOLVING GENERAL FUND, AND TAKING CERTAIN
RELATED ACTIONS (RESTRUCTURING)**

WHEREAS, the Southern California Public Power Authority ("SCPPA" or "the Authority") owns interests in various generation and transmission projects, the output of which has been sold to members of the Authority ("Members"); and

WHEREAS, Members are engaged in the planning, development, procurement and operation of generation and transmission assets in connection with the distribution of electrical energy to retail customers and are obligated under the law to first consider procurement of available energy efficiency and demand reduction measures before procuring additional generation or transmission resources; and

WHEREAS, certain Members have an interest in obtaining goods and services from a qualified contractor with demonstrated experience and capabilities to provide cost-effective efficiency improvement technologies and services to enable members to improve the utility service they provide within their respective communities; and

WHEREAS, Ice Bear SPV #1, LLC dba Thule Energy Storage ("TES"), has been qualified to provide such goods and services by SCPPA and Members as the sole provider of OEM Ice Bear thermal energy storage system parts; and

WHEREAS, "the Board of Directors of Authority, in its Resolution No. 1990-15, established a revolving general fund (the "General Fund") for the payment of costs and expenses incurred by the Authority from time to time in carrying out its purposes; and

WHEREAS, the Board of Directors of the Authority, in its Resolution No. 1992-1, provided for the continuation of the General Fund and established a procedure to be followed with respect to additional contributions to the General Fund; and

WHEREAS, the Board of Directors of the Authority, in its Resolution No. 1995-2, provided for a separate bank account, the Joint Planning Account, to hold and disburse the additional contributions to the General Fund with respect to joint planning matters; and

WHEREAS, the Board of Directors of the Authority, in its Resolution No. 1995-13, changed the name of the Joint Planning Account to the Restructuring Account, and charges to the Restructuring Account are referred to as "Resolution Billing"; and

WHEREAS, the Board of Directors of the Authority wishes to provide for additional contributions to the General Fund, and certain Members of the Authority are willing to make such additional contributions.

WHEREAS, the Board of Directors of the Authority authorized the Executive Director to amend or extend the term of an existing contract without further approval of the Board of Directors subject to Section 16 of the Procurement Code and as approved by Resolution No. 2018-105.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Authority as follows:

1. The Board of Directors hereby approves and authorizes the Executive Director to enter into a Master Goods and Service Agreement with TES, a copy of which has been presented to the Board in connection with its consideration of this matter.
2. The Board of Directors hereby provides for additional contributions to the General Fund. Notwithstanding anything to the contrary in Resolution No. 1992-1, such additional contributions,
 - a) shall be solely for the purpose of paying costs and expenses incurred by the Authority with respect to Services provided by TES and pending application for such purpose the contributions shall not be expended to pay costs or expenses for any other purpose;
 - b) with respect to each bill SCPPA receives from TES, it shall be billed to the Members that have received Services from TES with respect to such bill, with the amount charged to each Member apportioned according to the Services provided to such Member; and
 - c) such invoice shall be billed and collected by adding the invoiced amount to the Authority's Palo Verde Project billings, with such amounts designated as "Resolution No. 2021-015 Charge." In the alternative, Members who have elected to be billed under the Alternative Billing Method authorized by Resolution 2015-025 shall be billed separately according to the method prescribed therein.
3. Although the amounts to be contributed under this Resolution and related income shall constitute part of the General Fund, they shall be held and accounted for within the existing Restructuring Account. The Executive Director of the Authority is hereby directed to utilize the Restructuring Account for the purpose of holding contributions and related income, and making disbursements, for purposes of this Resolution. The President, Vice President, Secretary, any Assistant Secretary, and the Executive Director of the Authority are each authorized to execute checks drawn on the Restructuring Account from time to time.
4. Amounts so held in the General Fund and the Restructuring Account pursuant to this Resolution will not be contributed or held for any other purpose. Such amounts shall not constitute (a) Revenues, or (b) revenues, income, rents or receipts derived by the Authority from or attributable to Authority Capacity (or to the payment of the costs thereof) or the

ownership or operation of any Project. As used herein, "Revenues," "Authority Capacity" and "Project" shall have the respective meanings set forth in the indentures of trust and other instruments governing the external financing arrangements entered into from time to time by the Authority.

5. The President, Vice President, Secretary, any Assistant Secretary, Executive Director and any other officer of the Authority are each hereby authorized to execute and deliver any and all documents and instruments and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Resolution.
6. This Resolution shall become effective immediately.

THE FOREGOING RESOLUTION is approved and adopted by the Authority this 18th day of March 2021.

DocuSigned by:

Thomas A. Miller

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PRESIDENT

Southern California Public
Power Authority

ATTEST:

DocuSigned by:

Michael S. Webster

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ASSISTANT SECRETARY
Southern California Public
Power Authority