APPENDIX 4 – PROJECT PERFORMANCE TESTS AND LIQUIDATED DAMAGES

The Project will be subject to the following [six (6)][1] Project Performance Tests:[2]

1. BESS AVAILABLE ENERGY CAPACITY (AC) PERFORMANCE TEST

Seller shall test ("BESS Available Energy Capacity (AC) Performance Test") the Project in accordance with Article IX of the Agreement and Section 6.1.1 of Energy Storage Integration Council ("ESIC") Energy Storage Manual (the "ESIC Manual") to determine the "Tested BESS Available Energy Capacity (AC)" of the Project, which shall be calculated as follows:

Tested BESS Available Energy Capacity (AC) = $E_D - E_{AD}$

Where:

E_D = has the meaning set forth in Section 6.1.1 of the ESIC Manual (in the context of BESS Available Energy Capacity (AC) determinations); and

E_{AD} = has the meaning set forth in Section 6.1.1 of the ESIC Manual (in the context of BESS Available Energy Capacity (AC) determinations).

In order to satisfy the BESS Available Energy Capacity (AC) Performance Test, the Tested BESS Available Energy Capacity (AC) must be equal to or greater than the minimum BESS Available Energy Capacity (AC) as specified in Appendix 2 (Buyer Provided Information) (the "Minimum BESS Available Energy Capacity (AC)"). If the Tested BESS Available Energy Capacity (AC) is greater than or equal to the Minimum BESS Available Energy Capacity (AC) but not equal to or greater than the guaranteed BESS Available Energy Capacity (AC) as specified in Appendix 2 (Buyer Provided Information) (the "Guaranteed BESS Available Energy Capacity (AC)"), then Seller shall be liable to Buyer for liquidated damages calculated as follows:

BESS Available Energy Capacity (AC) Liquidated Damages = (1 – Tested BESS Available Energy Capacity (AC) / Guaranteed BESS Available Energy Capacity (AC)) * Purchase Price ~~* 0.1~~

If the Tested BESS Available Energy Capacity (AC) is less than the Minimum BESS Available Energy Capacity (AC), then Seller may re-perform the BESS Available Energy Capacity (AC) Performance Test and/or make such changes to the Project as may be required to allow the Tested BESS Available Energy Capacity (AC) to be equal to or greater than the Minimum BESS Available Energy Capacity (AC), in each case, in accordance with Section 9.2 of the Agreement.

The BESS Available Energy Capacity (AC) Performance Test shall not be satisfied unless and until (i) the Tested BESS Available Energy Capacity (AC) is equal to or greater than the

[1] The BESS Auxiliary Load Performance Test (test number 5 below) is not expected to apply to BESS facilities contracted for pursuant to the RFP.

[2] The liquidated damage formulas in this Appendix 4 are preliminary and remain under Buyer review. The liquidated damage terms, if and as updated, are expected to be representative of reasonable market terms.

Guaranteed BESS Available Energy Capacity (AC) or (ii) the Tested BESS Available Energy Capacity (AC) is equal to or greater than the Minimum BESS Available Energy Capacity (AC) and Seller has paid Buyer all liquidated damages required pursuant to this Section 1 of Appendix 4.

2. BESS AVAILABLE ENERGY CAPACITY (DC) PERFORMANCE TEST

Seller shall test ("BESS Available Energy Capacity (DC) Performance Test") the Project in accordance with Article IX of the Agreement and Section 6.1.1 of ESIC Manual to determine the "Tested BESS Available Energy Capacity (DC)" of the Project, which shall be calculated as follows:

$$\text{Tested BESS Available Energy Capacity (DC)} = E_D - E_{AD}$$

Where:

E_D = has the meaning set forth in Section 6.1.1 of the ESIC Manual (in the context of BESS Available Energy Capacity (DC) determinations); and

E_{AD} = has the meaning set forth in Section 6.1.1 of the ESIC Manual (in the context of BESS Available Energy Capacity (DC) determinations).

In order to satisfy the BESS Available Energy Capacity (DC) Performance Test, the Tested BESS Available Energy Capacity (DC) must be equal to or greater than the minimum BESS Available Energy Capacity (DC) as specified in Appendix 2 (Buyer Provided Information) (the "Minimum BESS Available Energy Capacity (DC)"). If the Tested BESS Available Energy Capacity (DC) is greater than or equal to the Minimum BESS Available Energy Capacity (DC) but not equal to or greater than the guaranteed BESS Available Energy Capacity (DC) as specified in Appendix 2 (Buyer Provided Information) (the "Guaranteed BESS Available Energy Capacity (DC)"), then Seller shall be liable to Buyer for liquidated damages calculated as follows:

BESS Available Energy Capacity (DC) Liquidated Damages = (1 – Tested BESS Available Energy Capacity (DC) / Guaranteed BESS Available Energy Capacity (DC)) * Purchase Price ~~* 0.1~~

If the Tested BESS Available Energy Capacity (DC) is less than the Minimum BESS Available Energy Capacity (DC), then Seller may re-perform the BESS Available Energy Capacity (DC) Performance Test and/or make such changes to the Project as may be required to allow the Tested BESS Available Energy Capacity (DC) to be equal to or greater than the Minimum BESS Available Energy Capacity (DC), in each case, in accordance with Section 9.2 of the Agreement.

The BESS Available Energy Capacity (DC) Performance Test shall not be satisfied unless and until (i) the Tested BESS Available Energy Capacity (DC) is equal to or greater than the Acceptable BESS Available Energy Capacity (DC) or (ii) the Tested BESS Available Energy Capacity (DC) is equal to or greater than the Minimum BESS Available Energy Capacity (DC)

and Seller has paid Buyer all liquidated damages required pursuant to this Section 2 of Appendix 4.

3. BESS CHARGE DURATION PERFORMANCE TEST

Seller shall test ("BESS Charge Duration Performance Test") the Project in accordance with Article IX of the Agreement and Section 6.1.2 of ESIC Manual to determine the "Charge Duration, (t_C)" of the Project as determined and defined in Section 6.1.2 of the Manual (the "Tested BESS Charge Duration").

In order to satisfy the BESS Charge Duration Performance Test, the Tested BESS Charge Duration must be equal to or less than the maximum BESS Charge Duration as specified in Appendix 2 (Buyer Provided Information) (the "Maximum BESS Charge Duration"). If the Tested BESS Charge Duration is less than or equal to the Maximum BESS Charge Duration but not equal to or less than the guaranteed BESS Charge Duration as specified in Appendix 2 (Buyer Provided Information) (the "Guaranteed BESS Charge Duration"), then Seller shall be liable to Buyer for liquidated damages calculated as follows:

BESS Charge Duration Liquidated Damages = (1 – Guaranteed BESS Charge Duration / Tested BESS Charge Duration) * [__] * Purchase Price

If the Tested BESS Charge Duration is greater than the Maximum BESS Charge Duration, then Seller may re-perform the BESS Charge Duration Performance Test and/or make such changes to the Project as may be required to allow the Tested BESS Charge Duration to be equal to or less than the Maximum BESS Charge Duration, in each case, in accordance with Section 9.2 of the Agreement.

The BESS Charge Duration Performance Test shall not be satisfied unless and until (i) the Tested BESS Charge Duration is equal to or less than the Guaranteed BESS Charge Duration or (ii) the Tested BESS Charge Duration is equal to or less than the Maximum BESS Charge Duration and Seller has paid Buyer all liquidated damages required pursuant to this Section 3 of Appendix 4.

4. BESS RATED CONTINUOUS POWER PERFORMANCE TEST

Seller shall test ("BESS Rated Continuous Power Performance Test") the Project in accordance with Article IX of the Agreement and Section 6.1.3 of ESIC Manual to determine the "AC active discharge power" of the Project as determined and defined in Eq 6-3 in Section 6.1.3.3 of the Manual (the "Tested BESS Rated Continuous Power").

In order to satisfy the BESS Rated Continuous Power Performance Test, the Tested BESS Rated Continuous Power must be equal to or greater than the minimum BESS Rated Continuous Power as specified in Appendix 2 (Buyer Provided Information) (the "Minimum BESS Rated Continuous Power"). If the Tested BESS Rated Continuous Power is greater than or equal to the Minimum BESS Rated Continuous Power but not equal to or greater than the guaranteed BESS Rated Continuous Power as specified in Appendix 2 (Buyer Provided Information) (the

"Guaranteed BESS Rated Continuous Power"), then Seller shall be liable to Buyer for liquidated damages calculated as follows:

BESS Rated Continuous Power Liquidated Damages= (1 – Tested BESS Rated Continuous Power / Guaranteed BESS Rated Continuous Power) * Purchase Price

If the Tested BESS Rated Continuous Power is less than the Minimum BESS Rated Continuous Power, then Seller may re-perform the BESS Rated Continuous Power Performance Test and/or make such changes to the Project as may be required to allow the Tested BESS Rated Continuous Power to be equal to or greater than the Minimum BESS Rated Continuous Power, in each case, in accordance with Section 9.2 of the Agreement.

The BESS Rated Continuous Power Performance Test shall not be satisfied unless and until (i) the Tested BESS Rated Continuous Power is equal to or greater than the Guaranteed BESS Rated Continuous Power or (ii) the Tested BESS Rated Continuous Power is equal to or greater than the Minimum BESS Rated Continuous Power and Seller has paid Buyer all liquidated damages required pursuant to this Section 4 of Appendix 4.

5. [BESS AUXILIARY LOAD PERFORMANCE TEST

Seller shall test ("BESS Auxiliary Load Performance Test") the Project in accordance with Article IX of the Agreement and Section 6.1.4 of ESIC Manual to determine the "P_{aux}" of the Project as determined and defined in Eq 6-11 in Section 6.1.4.4 of the Manual (the "Tested BESS Auxiliary Load").

In order to satisfy the BESS Auxiliary Load Performance Test, the Tested Auxiliary Load must be equal to or less than the maximum BESS Auxiliary Load as specified in Appendix 2 (Buyer Provided Information) (the "Maximum BESS Auxiliary Load"). If the Tested BESS Auxiliary Load is less than or equal to the Maximum BESS Auxiliary Load but not equal to or less than the guaranteed BESS Auxiliary Load as specified in Appendix 2 (Buyer Provided Information) (the "Guaranteed BESS Auxiliary Load"), then Seller shall be liable to Buyer for liquidated damages calculated as follows:

BESS Auxiliary Load Liquidated Damages = (1 – Guaranteed BESS Auxiliary Load / Tested BESS Auxiliary Load) * [___] * Purchase Price

If the Tested BESS Auxiliary Load is greater than the Maximum BESS Auxiliary Load, then Seller may re-perform the BESS Auxiliary Load Performance Test and/or make such changes to the Project as may be required to allow the Tested BESS Auxiliary Load to be equal to or less than the Maximum BESS Auxiliary Load, in each case, in accordance with Section 9.2 of the Agreement.

The BESS Auxiliary Load Performance Test shall not be satisfied unless and until (i) the Tested BESS Auxiliary Load is equal to or less than the Guaranteed BESS Auxiliary Load or (ii) the

Tested BESS Auxiliary Load is equal to or less than the Maximum BESS Auxiliary Load and Seller has paid Buyer all liquidated damages required pursuant to this Section 5 of Appendix 4.]

6. BESS ROUND TRIP EFFICIENCY PERFORMANCE TEST

Seller shall test ("BESS Round Trip Efficiency Performance Test") the Project in accordance with Article IX of the Agreement and Section 6.1.5 of ESIC Manual to determine the "RTE" of the Project as determined and defined in Eq 6-13 or Eq 6-14 (depending on where auxiliary loads are being measured) in Section 6.1.5.4 of the Manual (the "Tested BESS Round Trip Efficiency").

In order to satisfy the BESS Round Trip Efficiency Performance Test, the Tested BESS Round Trip Efficiency must be equal to or greater than the minimum BESS Round Trip Efficiency as specified in Appendix 2 (Buyer Provided Information) (the "Minimum BESS Round Trip Efficiency"). If the Tested BESS Round Trip Efficiency is greater than or equal to the Minimum BESS Round Trip Efficiency but not equal to or greater than the guaranteed BESS Round Trip Efficiency as specified in Appendix 2 (Buyer Provided Information) (the "Guaranteed BESS Round Trip Efficiency"), then Seller shall be liable to Buyer for liquidated damages calculated as follows:

BESS Round Trip Efficiency Liquidated Damages	=	(1 – Tested BESS Round Trip Efficiency / Guaranteed BESS Round Trip Efficiency) * [__] * Purchase Price

If the Tested BESS Round Trip Efficiency is less than the Minimum BESS Round Trip Efficiency, then Seller may re-perform the BESS Round Trip Efficiency Performance Test and/or make such changes to the Project as may be required to allow the Tested BESS Round Trip Efficiency to be equal to or greater than the Minimum BESS Round Trip Efficiency, in each case, in accordance with Section 9.2 of the Agreement.

The BESS Round Trip Efficiency Performance Test shall not be satisfied unless and until (i) the Tested BESS Round Trip Efficiency is equal to or greater than the Guaranteed BESS Round Trip Efficiency or (ii) the Tested BESS Round Trip Efficiency is equal to or greater than the Minimum BESS Round Trip Efficiency and Seller has paid Buyer all liquidated damages required pursuant to this Section 6 of Appendix 4.