UNITED STATES OF AMERICA
BEFORE THE
UNITED STATES DEPARTMENT OF ENERGY

Federal Power Act Section 202(c)	)	Order No. 202-26-28
Emergency Order	)	
TransAlta Centralia Generation LLC	)	

MOTION TO INTERVENE AND REQUEST FOR REHEARING AND CLARIFICATION OF GRIDFORCE ENERGY MANAGEMENT, LLC

Pursuant to Section 313(a) of the Federal Power Act ("FPA"),[1] and Rules 214 and 713 of the Federal Energy Regulatory Commission's ("FERC" or "Commission") Rules of Practice and Procedure,[2] Gridforce Energy Management LLC ("Gridforce") files this Motion to Intervene and Request for Rehearing and Clarification of the Department of Energy's (the "Department") FPA Section 202(c) Order No. 202-26-28, dated June 12, 2026 (the "Third Order") requiring the "continued availability" of TransAlta Centralia Generation LLC's ("Centralia") Unit 2 from June 15, 2026 through September 12, 2026.[3] As set forth herein, Gridforce respectfully requests that the Department grant rehearing and modify the Third Order's description of Gridforce's limited role with respect to Centralia's operations.

I. SUMMARY

The Department has taken action over the past several years intended to safeguard the reliability of the bulk electric system at a time of rising demand and evolving resource adequacy challenges. Gridforce respects the vital importance of maintaining electric reliability, including in the Western Electricity Coordinating Council ("WECC") region, and contributes to that mission every day in its capacity as a Balancing Authority ("BA"). Gridforce does not take a position on

[1] 16 U.S.C. § 825*l*(a).

[2] 18 C.F.R. §§ 385.214, 385.713.

[3] *See TransAlta Centralia Generation LLC*, Order No. 202-26-28 (issued June 12, 2026) ("Third Order").

the need for the Department's Third Order, but respectfully requests that the Department clarify language in the Third Order that, if left unaddressed, could impede the Department's ability to effectuate its stated reliability objectives, and that is being used to support unwarranted cost allocation to Gridforce for costs for which it should bear no responsibility under FPA Section 202(c).

The Department's Third Order directs Centralia Unit 2 to remain available to operate at the direction of Gridforce or Southwest Power Pool, Inc. ("SPP"). However, as a Generation-Only Balancing Authority ("GOBA"), Gridforce does not use its status as a BA to unilaterally direct Centralia Unit 2's operations, whether during emergency conditions or otherwise. In fact, Gridforce may only implement operational directives with respect to Centralia's generation when Centralia has entered into a bilateral transaction with a third-party purchaser or an emergency external to Gridforce requires Gridforce to coordinate a response plan with Centralia. By attributing to Gridforce authority to dispatch Centralia unilaterally for emergency conditions external to the GOBA area, the Third Order is too limited to achieve the very reliability objectives the Department seeks to advance.

Gridforce therefore requests that the Department amend its Third Order on rehearing to clarify that BAs, Transmission Operators and Reliability Coordinators that experience emergency conditions have the authority to dispatch Centralia. Gridforce will in turn perform its limited role as a GOBA and communicate such instructions to Centralia regarding the operation of Unit 2. By mistakenly attributing to Gridforce the ability to unilaterally and independently dispatch Centralia in response to emergency conditions external to the GOBA, the Department's Third Order is arbitrary and capricious and not supported by substantial evidence and therefore should be modified on rehearing.[4]

The Third Order's description of Gridforce's role has collateral adverse consequences that also pose a threat to electric reliability and to Gridforce's financial viability. As a result of the Department's prior orders directing Centralia to remain available to operate at Gridforce's and other entities' directions, Centralia has filed an application for cost recovery with FERC seeking to recover from Gridforce and those other entities the costs arising from Centralia's compliance with the Department's orders.[5] Gridforce's service model and economic profile are not structured to absorb costs of this nature; indeed, the BA Services Agreement between Gridforce and Centralia delineating their respective responsibilities for Centralia Unit 2 expressly allocates all operational and maintenance costs associated with the facility to Centralia.[6] Requiring Gridforce to bear such costs jeopardizes its continued viability as a corporate entity providing control center services to its customers, and by extension, risks undermining electric reliability during this energy emergency. By modifying its Third Order to clarify that BAs, Transmission Operators and Reliability Coordinators external to the GOBA have authority to request that Centralia be dispatched, Gridforce can be reassured that it will not be treated as a "part[y] affected" for purposes of cost allocation under FPA Section 202(c).

---

[4] 16 U.S.C. § 825*l*(b) (factual findings in FPA orders are conclusive if supported by substantial evidence); *see, e.g.*, *Emera Maine v. FERC*, 854 F.3d 9, 22 (D.C. Cir. 2017) (FPA orders must be "supported by substantial evidence" and based on methodology "consistent with past practice or adequately justified").

[5] *See TransAlta Centralia Generation LLC*, Application for Cost Recovery Under 16 U.S.C. § 824a(c), Docket No. ER26-2422-000 (filed Apr. 30, 2026) ("Cost Recovery Filing").

[6] *See* Attachment A, Ex. A, Balancing Authority Services Agreement By and Between Gridforce Energy Management LLC and Transalta Centralia Generation LLC, at § 4.2(a) ("BA Services Agreement"). Gridforce has filed with this Motion to Intervene and Request for Rehearing and for Clarification a copy of the Affidavit and accompanying BA Services Agreement filed in with FERC in response to Centralia's Cost Recovery Filing. Price terms and personnel names have been redacted from the BA Services Agreement. This information is commercially sensitive and privileged information the disclosure of which would harm Gridforce's interests.

II. MOTION TO INTERVENE

Under FPA section 313(a), "[a]ny person . . . aggrieved by an order" can request rehearing of such order.[7] Gridforce respectfully moves to intervene in this proceeding as an aggrieved party expressly named in the Third Order with direct and substantial interests in the outcome of this proceeding that cannot be adequately represented by any other party.[8] As set forth in Section V below, the Third Order's characterization of Gridforce's capabilities does not accurately describe Gridforce's role with respect to the services it provides to Centralia. Because Gridforce cannot independently direct Centralia's generation, it seeks modification of the Third Order to implement this clarification. Accordingly, the Department should grant this motion to enable Gridforce to adequately protect its substantial interests in this proceeding.

III. STATEMENT OF ISSUES

Pursuant to FPA section 313(a), Gridforce requests rehearing and clarification of the Third Order:

1. The Department's Third Order is arbitrary and capricious in violation of the Administrative Procedure Act's ("APA") reasoned-decision making requirements. In the Third Order, the Department states that Centralia must be available to operate at Gridforce's direction, despite Gridforce's inability to independently and unilaterally direct Unit 2's operations as a GOBA to address emergency conditions or contractually under the BA Services Agreement. The Department's Third Order is therefore arbitrary and capricious and not supported by substantial evidence. 5 U.S.C. §§ 706(2)(A), (E); *Emera Maine v. FERC*, 854 F.3d 9, 22 (D.C. Cir. 2017).

2. By inaccurately describing Gridforce's operational role over Centralia Unit 2, the Third Order creates ambiguity as to whether Gridforce may be deemed a "part[y] affected" within the meaning of FPA Section 202(c), thereby exposing Gridforce to potential cost allocation liability for expenses incurred by Centralia

---

[7] 16 U.S.C. § 825*l*(a).

[8] 18 C.F.R. § 385.214. The Department has recommended that "a party seeking rehearing can look for procedural guidance to FERC's Rules of Practice and Procedure, 18 CFR Part 385." *See* Email from Lot Cooke, DOE to Linda Alle-Murphy Re: Rehearing procedures for DOE Order No. 202-05-3 (Dec. 30, 2005), available at https://www.energy.gov/oe/articles/question-and-answer-procedural-questions-application-rehearing-order-no-202-05-02?nrg_redirect=397676.

in complying with the Third Order. Because Gridforce lacks the independent operational authority attributed to it in the Third Order, the Department should clarify that BAs, Transmission Operators and Reliability Coordinators can direct the operation of Centralia for emergencies and that Gridforce is not a "part[y] affected" for purposes of Section 202(c) cost allocation. 16 U.S.C. § 824a(c).

IV. BACKGROUND

A. Gridforce Operations

Gridforce is a Delaware limited liability company with operations in Houston, Texas. Gridforce is registered with the North American Electric Reliability Corporation ("NERC") as a BA for GOBA operations in the WECC Northwest region. Gridforce also serves as a registered Transmission Operator in the Western and Eastern Interconnections, providing control center services to other registered entities, including BAs, generation owners, and transmission owners that participate in Bulk Electric System operations. Gridforce does not own or maintain any generation or transmission facilities, nor does it purchase or sell electric energy for generation owners or loads.

1. Gridforce as a Generation-Only Balancing Authority

Gridforce's BA services as a GOBA are fundamentally distinct from those of a traditional BA. A traditional BA is responsible for balancing load and generation in real time, managing interchange transfers of electricity with other BAs, and employing economic dispatch to minimize costs.[9] Gridforce, by contrast, is not a load-serving entity; it provides BA services solely in a GOBA capacity for the benefit of generation owners.

[9] U.S. Department of Energy, *How It Works: The Role of A Balancing Authority* at 1-2, Learning Series: Energy Security & Resilience (last visited May 21, 2026), available at https://www.energy.gov/sites/default/files/2023-08/Balancing%20Authority%20Backgrounder_2022-Formatted_041723_508.pdf.

A GOBA is an export-only BA that balances generation output to match the level of sales to the receiving BA in accordance with NERC reliability standards.[10] A GOBA serves generation resources whose output is sold through third-party bilateral transactions, and its function is confined to performing the balancing role for those resources.[11] A GOBA does not serve load, initiate or participate in energy sales, or dispatch or commit generation.[12] Generators typically elect a GOBA services structure to retain control over the economic disposition of their resources and to self-supply reliability services—including regulation and frequency response, energy imbalance, and contingency reserves—thereby avoiding certain transmission and ancillary service charges that would otherwise be assessed under an Open Access Transmission Tariff.[13]

A GOBA's operational role is limited to implementing and monitoring interchange schedules from transactions established for the generation owner by other third parties, in support of reliability within the generation capacity made available by those parties.[14] Further, because a GOBA neither owns nor controls transmission facilities nor holds transmission service rights, in order for a GOBA to implement and monitor interchange schedules from transactions, the generator or third party must have procured the necessary transmission service under applicable tariffs from a Transmission Services Provider.[15]

2. Gridforce's Contractual Relationship with Centralia

The terms governing Gridforce's relationship with Centralia are set forth in a BA Services Agreement, dated August 5, 2016, which establishes the conditions under which Gridforce

---

[10] Attach. A, Affidavit of Carolyn Ingersoll at PP 11 ("Ingersoll Aff.").

[11] *Id.* at PP 11, 13.

[12] *Id.* at 11.

[13] *Id.* at P 12.

[14] *Id.* at P 11.

[15] *Id.* at PP 14-15.

furnishes GOBA Services to Centralia. Under the BA Services Agreement, Gridforce's role is narrowly defined and consistent with its status as a GOBA. In particular, while Gridforce serves as the registered BA and maintains control center facilities and staffing, it does not exercise independent control over, dispatch, or otherwise direct Centralia's generation; rather, its GOBA responsibilities are limited to performing balancing services in connection with Centralia's exports.[16]

Under the BA Services Agreement, Centralia compensates Gridforce for the enumerated services Gridforce performs.[17] The BA Services Agreement contains no provision requiring Gridforce to bear costs related to the operation of the generation facility or costs resulting from external directives that affect such operation. Section 4.2(a) of the BA Services Agreement unambiguously allocates liability for operational costs, stating that "Customer or its Affiliate shall be solely responsible for the operation and maintenance of the Customer Equipment . . . [Gridforce] is not responsible for and shall have no obligations hereunder with respect to the operation and maintenance of the Facility."[18] Moreover, the Fee Schedule included in the BA Services Agreement expressly requires Centralia to pay for "any costs of an extraordinary nature not contemplated as of the signing of this Agreement which have been mutually agreed and are required for the performance of the Balancing Authority Services," including any "Balancing Authority fees or annual payments assessed by a third party."[19]

---

[16] Attach. A, Ex. A, BA Services Agreement §§ 3.7 (Gridforce does not have independent authority), 4.2 (customer is responsible for operation and maintenance of Customer Equipment), 4.11 (providing for a committee structure for coordination because Gridforce does not have independent authority), and Exh. A (Centralia agreement to support Gridforce in providing GOBA service by meeting Customer Obligations that Gridforce cannot address independently).

[17] *Id.* at Article 5; *see also id.* Ex. C ("Fee Schedule").

[18] *Id.* at § 4.2(a).

[19] *Id.* at Fee Schedule § (b).

B. The Department's Orders

On December 16, 2025, the Department issued an emergency order pursuant to FPA Section 202(c), directing Centralia to ensure that Unit 2 was available to operate at the direction of either the Bonneville Power Administration, acting as BA, or the California Independent System Operator Corporation Reliability Coordinator West, acting as Reliability Coordinator, from December 16, 2025 through March 16, 2026.[20] Subsequently, on March 13, 2026, the Department issued a revised emergency order, Order No. 202-25-11B, which modified the Original Order by requiring Centralia to be "available to operate at the direction of either Gridforce Energy Management, LLC (in its role as Balancing Authority) or Southwest Power Pool Western RC (in its role as the Reliability Coordinator)" for the Original Order's term.[21]

On March 16, 2026, the Department issued a second emergency order, Order No. 202-26-18, extending the directive requiring Centralia to remain available to operate at the direction of Gridforce or SPP from March 17, 2026 through June 14, 2026.[22] The Department issued the Third Order on June 12, 2026, again directing Centralia to remain available to operate at the direction of Gridforce or SPP from June 15, 2026 through September 12, 2026.[23]

V. REQUEST FOR REHEARING AND REQUEST FOR CLARIFICATION

The Third Order directs Centralia to keep Unit 2 available to operate "at the direction of . . . Gridforce," thereby characterizing Gridforce as an entity possessing independent authority to direct the operation of Centralia's generation resources.[24] This description is inconsistent with

---

[20] *See TransAlta Centralia Generation LLC*, Order No. 202-25-11 at 3-4 (issued Dec. 16, 2025) ("Original Order").

[21] *TransAlta Centralia Generation LLC*, Order No. 202-25-11B at 4 (issued Mar. 13, 2026) ("Amended Order").

[22] *See TransAlta Centralia Generation LLC*, Order No. 202-26-18 at 7 (issued Mar. 16, 2026) ("Second Order").

[23] *See* Third Order at 8-10.

[24] *Id.* at 8-9.

Gridforce's role as a GOBA and the terms of the BA Services Agreement, and therefore not based on substantial evidence and is arbitrary and capricious.[25] The Department should instead clarify that BAs, Transmission Operators and Reliability Coordinators experiencing an emergency can direct the operation of Unit 2 and that Gridforce is therefore not a "party affected" by its Third Order.

A. Gridforce is Not Capable of Independently Directing Centralia's Operations

The language used in the Third Order is inconsistent with the authority afforded to Gridforce as a GOBA and the services Gridforce is contractually obligated to provide under the BA Services Agreement. As set forth below, Gridforce lacks the independent authority to commit, dispatch, or otherwise direct the operation of Unit 2 pursuant to the BA Services Agreement with Centralia; Gridforce may only implement emergency operational directives at the direction of an external BA, Transmission Operator or Reliability Coordinator. The Department failed to consider this critical limitation, and the Third Order is therefore arbitrary and capricious and unsupported by substantial evidence and should be modified on rehearing.

As explained in the affidavit of Gridforce's President, Carolyn Ingersoll, a GOBA is fundamentally distinct from a traditional BA. A traditional BA balances load and generation in real time, and manages interchange transactions with neighboring BAs, which "includ[es] the purchase and sale of electric energy to meet demand and economically dispatch generation while maintaining reliability."[26] In the event of an emergency, a traditional BA is responsible for taking operational actions such as dispatching generation resources or managing reserves.[27] Gridforce,

[25] *See, e.g.*, *Emera Maine v. FERC*, 854 F.3d 9, 22 (D.C. Cir. 2017) (FPA order must be "supported by substantial evidence" and based on methodology "consistent with past practice or adequately justified").

[26] Ingersoll Aff. at PP 7-8, 11.

[27] *Id.* at PP 8-10.

however, does not operate as a traditional BA; it operates solely as a GOBA, whose functions are limited to implementing scheduled transactions and emergency operational directives at the request of external BAs, Transmission Operators or Reliability Coordinators.

A GOBA does not serve load, does not balance supply and demand, and cannot independently initiate or participate in energy sales or transactions.[28] Rather, a GOBA's role is confined to balancing generation with scheduled exports to external BA loads.[29] Because of these inherent limitations, a GOBA—such as Gridforce—cannot initiate the dispatch of generation, make economic decisions regarding when generation should be dispatched, or independently determine that generation is needed to address reliability concerns.[30]

Centralia is not part of an organized market and operates as an independent power producer, meaning its unit generates power only when a bilateral agreement exists between Centralia and a load-serving purchaser in a separate BA.[31] Gridforce does not own transmission facilities or hold transmission service rights necessary to schedule or deliver energy from Unit 2, and it therefore lacks any independent mechanism to effectuate such delivery.[32] Accordingly, the only circumstance in which Centralia's generation could be dispatched is where Centralia has entered into such a bilateral agreement and secured the necessary transmission service arrangements to deliver that power to the receiving BA.[33] If Centralia's generation were needed to meet the electric generation needs of the WECC, Gridforce would lack the independent capability and authority to assess whether dispatch of Unit 2 is warranted and to compel such dispatch.

---

[28] *Id.* at P 11.

[29] *Id.* at PP 11, 13-14.

[30] *Id.*

[31] *Id.* at P 21.

[32] *Id.* at P 15; *see also* Attach A., Ex. A, BA Services Agreement § 3.12(b).

[33] Ingersoll Aff. at P 22.

The BA Services Agreement confirms these operational limitations. Under the agreement, Gridforce's responsibilities are narrowly prescribed: while Gridforce serves as the registered BA and maintains control center facilities and staffing, it does not exercise independent control over, dispatch, or otherwise direct Centralia's generation.[34] Instead, Gridforce is expressly limited to performing balancing services in connection with Centralia's exports, consistent with its GOBA role.[35] The BA Services Agreement contains no provision authorizing Gridforce to independently commit or dispatch Unit 2, and it thus provides no contractual basis for Gridforce to carry out the directives contemplated by the Third Order.

More fundamentally, by stating that Centralia must be "available to operate at the direction of . . . Gridforce," the Third Order appears to presuppose that Gridforce can independently determine when Unit 2's generation is needed and to compel the plant to come online—authority that Gridforce demonstrably does not possess, operationally, contractually, or otherwise.[36] The Department should therefore grant rehearing and modify the Third Order to accurately reflect Gridforce's limited role.

B. The Department Should Clarify That Gridforce Is Not a "Part[y] Affected" Under FPA Section 202(c)

The Department should likewise clarify that Gridforce is not a "part[y] affected" by the Third Order within the meaning of FPA Section 202(c).[37] Per the provisions of Section 202(c), the term "party affected" is intended to capture those who benefit economically from the generation,

---

[34] Attach A, Ex. A, BA Services Agreement §§ 3.7 (Gridforce does not have independent authority), 4.2 (customer is responsible for operation and maintenance of Customer Equipment), 4.11 (providing for a committee structure for coordination because Gridforce does not have independent authority), and Ex. A (Centralia agreement to support Gridforce in providing GOBA service by meeting Customer Obligations that Gridforce cannot address independently).

[35] *Id.* §§ 3.7, 3.12.

[36] Third Order at 8.

[37] 16 U.S.C. § 824a(c).

not an entity providing control center services in its capacity as a GOBA. Gridforce is not providing energy to load and is clearly not a party obligated to act under, or a "party affected" by, the Third Order; it is simply a service provider to TransAlta Centralia under the BA Services Agreement and does not have any end user customer base that is receiving generation from which the applicable costs could be recovered.

Absent clarification from the Department, the Third Order exposes Gridforce to risk of financial harm. Such risk is not speculative—Centralia filed a cost recovery petition before FERC expressly naming Gridforce as a party to which operation and maintenance costs should be allocated, relying on the fact that Gridforce is a "part[y] affected" because the Original Order and Amended Order suggest that Gridforce possesses independent operational authority over Unit 2. Permitting operation and maintenance costs to be imposed on an entity that plays no independent role in effectuating the Department's directive would not only contravene Gridforce's actual function as a GOBA, but would fundamentally conflict with the cost allocation framework established under the BA Services Agreement and with the FERC precedent governing cost recovery under Section 202(c).

Under the BA Services Agreement, the direction of payment flows exclusively from Centralia to Gridforce as compensation for the performance of enumerated GOBA services. No provision of the agreement authorizes or contemplates the allocation to Gridforce of costs incurred in connection with the dispatch, operation or maintenance of Centralia for an emergency contemplated by the Third Order. To the contrary, the Fee Schedule of the BA Services Agreement expressly provides that "any costs of an extraordinary nature" and "Balancing Authority fees or annual payments assessed by a third party" are the sole responsibility of Centralia.[38] Compliance

[38] Attach. A, Ex. A, BA Services Agreement, Fee Schedule § (b).

costs arising from the Third Order fall squarely within these provisions and are, by the express terms of the parties' agreement, Centralia's obligation alone.

Moreover, in orders on cost allocation proceedings under Section 202(c), FERC has consistently approved methodologies that allocate the costs of compliance to load.[39] Due to Gridforce's operational limitations, it is outside the class of entities to which FERC has determined these compliance costs should flow. Allocating such costs to Gridforce would be contrary to the Commission's established cost-causation principles.

For each of these independent reasons, Gridforce should not be considered a "part[y] affected" within the meaning of FPA Section 202(c). The Department should therefore clarify that the Third Order neither designates Gridforce as a "part[y] affected" nor provides any basis upon which Centralia or any other party may seek to recover compliance costs from Gridforce.

VI. CONCLUSION

For the reasons set forth above, Gridforce respectfully requests that the Department grant rehearing and modify the Third Order to clarify that BAs, Transmission Operators and Reliability Coordinators that experience an emergency can direct Centralia Unit 2's operations, not Gridforce, and likewise clarify that Gridforce is not a "part[y] affected" by the Third Order, or any future orders under Section 202(c), for purposes of Centralia's cost recovery.

Respectfully submitted,

/s/ Tyler O'Connor
Tyler O'Connor
Kathryn Douglass
Kathy Lowrey

[39] *Midcontinent Independent System Operator, Inc.*, 194 FERC ¶ 61,155 at PP 5, 45 (2026) (explaining that costs "should be allocated on a demand basis because the costs relate[] to capacity."); *PJM Interconnection, L.L.C.*, 192 FERC ¶ 61,159 at PP 35-37 (2025), *order on reh'g*, 193 FERC ¶ 61,229 (2025) (allocating costs to load serving entities).

Crowell & Moring LLP
600 Fifth St NW
Washington, D.C. 20001
202-624-2500
toconnor@crowell.com

Counsel for Gridforce Energy Management, LLC

July 13, 2026

ATTACHMENT A

UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

TransAlta Centralia Generation LLC) Docket No. ER26-2422-000

AFFIDAVIT OF CAROLYN INGERSOLL

I. Introduction

1. My name is Carolyn Ingersoll and I am employed by GridForce Energy Management, LLC ("Gridforce"). My business address is 1301 Fannin Street, Suite 1000, Houston, TX, 77002.
2. Gridforce is a Delaware limited liability corporation with operations in Houston, Texas. Gridforce is registered with the North American Electric Reliability Corporation ("NERC") as a Balancing Authority ("BA") for generation-only balancing authority ("GOBA") operations in the Western Interconnection. Gridforce is also a registered Transmission Operator in the Western and Eastern Interconnections and provides control center services to other registered entities, including BAs, generation owners, and transmission owners that participate in Bulk Electric System operations. Importantly, however, Gridforce does not own or maintain any generation or transmission facilities and does not purchase or sell electric energy for generator owners or loads.
3. I am the President of Gridforce, a position that I have held since 2017. My responsibilities include working with the Gridforce team to provide control center services that support the reliable operation of the power grid and facilitating the growth of Gridforce's existing core transmission and BA control center services.

4. I have been employed by Gridforce (or its predecessor, Constellation Energy Control and Dispatch, LLC, or an affiliate) since 2001. I previously served as Senior Vice President, Associate General Counsel, overseeing corporate governance and regulatory matters. Before that position, I spent nine years serving in progressively senior roles as an Associate, Vice President, and Manager, leading compliance program development and taking on increasing management responsibilities. I began my career in the energy sector as a NERC System Operator at Gridforce's original parent company, Duke Energy North America, providing real-time control area support for Generation-Only Control Areas. I earned a Juris Doctorate degree from the University of Houston Law Center in 1999, and a Bachelor of Arts in History in 1997. I am a licensed attorney in Texas.

5. As President of Gridforce, I have knowledge of the operation of GOBAs across multiple regions in which Gridforce provides services and I am familiar with Gridforce's operations with respect to the Centralia Generation Facility owned by TransAlta Centralia Generation LLC ("Centralia"), which includes Centralia Unit 2.

6. This affidavit explains Gridforce's operations as a GOBA, including its role in monitoring generation, maintaining reliability, and implementing schedules established by third-party transactions, which differs materially from a traditional BA with load, generation, and transmission. It also describes Gridforce's relationship with Centralia and the operational status of Centralia Unit 2 for the time period in which the Department of Energy (the "Department") directed that Unit 2 remain available to operate pursuant to emergency orders issued under Section 202(c) of the Federal Power Act (the "Relevant Time Period").

II. Traditional BAs

7. In a traditional BA area, the BA is responsible for maintaining real-time balance between electrically connected generation and load (demand) within an area connected by transmission facilities. This includes forecasting load, committing generation resources in advance to meet expected internal demand, and dispatching or directing generation resources in real-time to continuously match actual system conditions.

8. A traditional BA also manages interchange transactions with neighboring BAs, including the purchase and sale of electric energy to meet demand and economically dispatch generation while maintaining reliability.

9. Traditional BAs typically are either load-serving entities or service providers for end-use customers, and their operations are driven by the obligation to continuously match generation to the electricity demand of those customers. For example, in the Chehalis / Centralia Area, Bonneville Power Administration ("BPA") customers include load-serving entities such as Puget Sound Energy, Seattle City Light, Snohomish County PUD, Tacoma Power, ALCOA, Alder, City of Centralia, City of Chehalis, and Lewis County PUD, among others.

10. In addition, traditional BAs are responsible for taking operational actions during system contingencies or emergencies, including calling on additional generation resources, managing reserves, and, if necessary, directing load reductions to maintain system stability.

III. Gridforce as a GOBA

11. Unlike a traditional BA, which is responsible for balancing both electricity supply and demand within its area, a GOBA, such as Gridforce, is a type of BA that is responsible

for balancing generation output with scheduled exports established by the generation entity. A GOBA consists solely of generation resources and its role is limited to balancing generation output to match export schedules created by third-party bilateral transactions between generators and purchasers in other BA. A GOBA ***does not***: 1) serve load, 2) purchase or sell electricity for its own account, 3) initiate the dispatch of generation, 4) determine availability or fuel supply, or 5) participate in the economic decisions that determine when or whether such generation occurs. As a GOBA, Gridforce balances the generation capacity and schedules made available to it and does not control the availability or deployment of additional resources in response to system needs outside of the established procedures with the generation resource per its GOBA services agreements.

12. The decision to utilize a GOBA structure is driven by a generation owner's determination that it is economically beneficial to have control of how its resource is economically impacted and self-supply certain reliability services, such as regulation and frequency response, energy imbalance, and contingency reserves, rather than procuring those services from a traditional BA or a transmission service provider under an Open Access Transmission Tariff ("OATT"). By electing to self-supply these reliability services and taking BA service under a GOBA arrangement, the generation owner avoids certain fees that would otherwise be assessed under the applicable OATT and takes responsibility for costs associated with these services, including staffing, fuel supply, maintenance, bi-lateral arrangements and associated transmission scheduling fees.

13. Generation within a GOBA occurs only when a third party enters into a transaction to purchase energy from a generation resource located within the GOBA through bilateral

agreements between the generator and a load-serving entity in another BA area. The GOBA does not initiate or participate in such transactions and does not determine whether or when generation resources will be scheduled to produce energy. Instead, its role is limited to monitoring generation and implementing interchange schedules arising from these transactions to support system reliability. The transactions are reflected in a format commonly referred to as an electronic tag or e-tag.

14. Even in performing its reliability function, however, a GOBA cannot independently decide to bring additional resources online. Unlike a traditional BA, which can commit or dispatch additional generation based on system need, a GOBA operates only within the generation resources and schedules made available to it through third-party transactions and does not have the authority to deploy additional resources without a directive from a Reliability Coordinator or the electrically interconnected Transmission Operator, as is the case for Gridforce.

15. Further, Gridforce, as a GOBA service provider, does not own transmission facilities or hold transmission service rights necessary to deliver energy across the interconnected transmission system. The delivery of energy from generation resources within a GOBA depends on transmission arrangements secured by the generation owner or other third parties. Absent such transmission rights, a GOBA cannot independently cause generation to be delivered to the grid, and any attempt to do so would be inconsistent with applicable transmission tariffs and operating requirements.

IV. Gridforce's Relationship with Centralia

16. Gridforce entered into a BA services agreement with Centralia, the Balancing Authority Services Agreement dated August 5, 2016 (the "BA Services Agreement"), a copy of

which is attached hereto as Exhibit A. The BA Services Agreement reflects the fundamental characteristic of a GOBA arrangement: Gridforce provides reliability-related control center balancing functions but does not participate in, control, or assume responsibility for the underlying commercial transactions or operational decisions that give rise to generation or associated costs. Those decisions—including whether, when, and under what conditions the facility operates, subject to the procurement of transmission service and commercial terms or compliance with external orders—remain with Centralia or other third parties.

17. The Centralia facility maintains an interconnection agreement with BPA, who is the Transmission Service Provider, Transmission Operator, Adjacent Balancing Authority for exports from Centralia GOBA, and the load-serving BA for the local load-serving entity providing retail services to Centralia to supply station services.
18. Centralia self-supplies certain services that would commonly be provided by BPA under the BPA Tariff such as frequency response, regulation, reserves, and imbalance rather than paying those fees to BPA by maintaining compliance with applicable BA requirements in the NERC Reliability Standards, with performance monitored by the GOBA.
19. The load service provider for Centralia station services pays fees to BPA as the wholesale supplier to the affected local utility district, who set the wholesale power rates for the load-serving entity and then include those rates in the ultimate load customer, Centralia.
20. Since Gridforce does not balance both supply and demand, it would not dispatch Centralia for reliability or load serving needs unless directed to do so by another entity that is purchasing Centralia's power. Gridforce system operators continuously monitor

Centralia generation and notify Centralia if actual output deviates from the total hourly scheduled sales established by Centralia.

21. Because the Centralia project is not part of an organized market and operates as an independent power producer, generation occurs only when a bilateral agreement exists with a load-serving purchaser in a different BA. A bilateral agreement to sell to a load must be supported by transmission service reservations that must be secured by Centralia or the receiving BA from all impacted Transmission Service Providers between the generation resource and the end user.

22. Over the course of Gridforce's relationship with Centralia, Gridforce has never unilaterally dispatched any units at the Centralia facility or ordered any units to come online. Operation of the Centralia facility, including Centralia Unit 2, has occurred only when Centralia has entered into transactions with third parties for the sale of power and has secured the necessary transmission arrangements to support such transactions as reflected in an electronic tag. In those circumstances, Gridforce's role has been limited to implementing schedules, maintaining system reliability, and performing BA functions associated with those transactions, consistent with and limited by its role as a GOBA.

V. Unavailability Status of Centralia Unit 2 During the Relevant Time Period

23. Since January 2025, Centralia had been planning a conversion of Centralia's Unit 2 from coal to an alternative resource type such as natural gas, which required a period during which the unit would not be operating. Centralia approached Gridforce to discuss keeping its BA Services Agreement active during a planned outage (January 1, 2026 to July1, 2027) associated with the conversion. In connection with Centralia's requested

long-term outage, Centralia and Gridforce negotiated an adjustment to the BA Services Agreement, documented in a letter agreement.

24. Under the letter agreement, Gridforce agreed to provide a reduced scope of BA services during the period in which Centralia Unit 2 would not be operating. These arrangements were developed with the understanding that Centralia Unit 2 would not be dispatched by Centralia during the 2-year transition period and were intended to maintain Centralia Unit 2's metered boundary and preserve the existing agreement so that operations could resume following the planned conversion without the need to reestablish those arrangements. However, execution of the Letter Agreement was delayed upon issuance of the Department's first order issued on December 16, 2025, and modifications were put on hold in light of uncertainty created by the Department's emergency orders concerning the Centralia facility.

25. On July 24, 2025, in preparation for the anticipated 2-year outage, Gridforce created a planned outage ticket intended to cover the duration of the conversion period for Centralia Unit 2.[1]

26. Following the Department's issuance of the first order, Centralia contacted Gridforce on December 17, 2025 regarding how to proceed with the planned 2-year outage, and the outage designation was initially left in place pending further direction from Centralia.

27. On December 19, 2025, Gridforce began receiving daily emails from Centralia stating that Unit 2 was in a "Reserve Shutdown" state, with zero generation available for all hours and no defined timeframe for returning to service.[2] A reserve shutdown exists

---

[1] Exh. B, Outage Request: 1-00541325 by Christoper Womack (July 24, 2025).

[2] *See* Exh. C, Coordinated Outage Reports for Centralia (Dec. 2025 – Jan. 2026).

whenever a unit is available, but is not synchronized.[3] This event is sometimes referred to as an economy shutdown or economy outage.[4]

28. On December 30, 2025, I informed Centralia that Gridforce intended to proceed with the planned two-year outage commencing January 1, 2026, unless instructed otherwise by Centralia. On January 1, 2026, right before the planned outage was to take effect, Centralia instructed Gridforce to cancel the two-year outage ticket and instead communicated that Unit 2 would remain in a "Reserve Shutdown" state. Gridforce communicated the Reserve Shutdown state to the SPP Reliability Coordinator via phone call on January 1, 2026 and continued receiving daily emails from Centralia until January 5, 2026, confirming that Unit 2 remained in a "Reserve Shutdown" state, with zero generation available for all hours and no defined timeframe for returning to service.[5] A sample of the availability reports are attached hereto at Exhibit C.

29. In its capacity as GOBA, Gridforce did not independently determine or direct that Unit 2 be placed in a "Reserve Shutdown" status and did not have authority under the BA Services Agreement to override Centralia's operational decision regarding the unit's availability.

30. Gridforce received no subsequent directive from Centralia to change the unit's operational status, even after the Department issued additional orders in March 2026, including orders naming Gridforce. Accordingly, Unit 2 remained throughout the Relevant Time Period and still currently remains in a "Reserve Shutdown" state with zero generation available.

---

[3] *See N. Am. Elec. Reliability Corp.*, Generating Availability Data System—Data Reporting Instructions at p. III-16, (Jan 1, 2026), available at https://www.nerc.com/globalassets/programs/rapa/gads/conventional/2026-gads-dri.pdf.

[4] *Id.*

[5] *See* Exh. C, Coordinated Outage Reports for Centralia (Dec. 2025 – Jan. 2026).

31. Operation of Unit 2 would not have occurred during the Relevant Time Period unless and until Centralia entered into transactions with third parties for the sale of power and secured the necessary transmission arrangements to support such transactions, or a grid emergency in a Transmission Operator area or a Balancing Authority Area which did not occur during the Relevant Time Period.

32. This concludes my affidavit.

UNITED STATES OF AMERICA
BEFORE THE
FEDERAL ENERGY REGULATORY COMMISSION

TransAlta Centralia Generation LLC	)	Docket No. ER26-2422-000

AFFIDAVIT OF CAROLYN INGERSOLL

I, Carolyn Ingersoll, depose and state the foregoing Affidavit on behalf of Gridforce Energy Management, LLC was prepared or assembled by me or under my direction; that I have read the foregoing Affidavit; and that the Affidavit is true to the best of my knowledge and belief.

Carolyn Ingersoll
Carolyn Ingersoll

Dated: May 21, 2026

EXHIBIT A

BALANCING AUTHORITY SERVICES AGREEMENT

by and between

GRIDFORCE ENERGY MANAGEMENT, LLC

and

TRANSALTA CENTRALIA GENERATION LLC

THIS BALANCING AUTHORITY SERVICES AGREEMENT (this "Agreement") is made and entered into as of this __ day of August, 2016 (the "Effective Date") by and between GRIDFORCE ENERGY MANAGEMENT, LLC, a Delaware limited liability company ("GEM"), and TRANSALTA CENTRALIA GENERATION LLC ("Customer"). GEM and Customer are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, GEM is registered with NERC as a Balancing Authority and is engaged in the business of providing Balancing Authority services;

WHEREAS, Customer is the owner and operator of an electric power generation station located at Centralia, Washington (the "Facility");

WHEREAS, GEM has agreed to initiate the Balancing Authority footprint modifications process on Customer's behalf and establish a new Sub-Balancing Authority Area that includes the Facility (the "Facility's Sub-Balancing Authority Area"); and

WHEREAS, Customer desires to retain GEM to perform, and GEM is willing to perform, the Balancing Authority Services (as described herein, and specifically including being the NERC registered Balancing Authority (the "Registered Balancing Authority," or the "Registered Entity") or related function in the NERC Compliance Registry) for and on behalf of the Facility in accordance with the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1.
DEFINITIONS

Section 1.1. Definitions. As used in this Agreement, the terms that are defined in the NERC Glossary of Terms shall have the definitions provided in such glossary, and the following defined terms shall have the respective meanings set forth below:

"Abnormal Operating Condition" means any condition on the Facility, Interconnection Facilities, Interconnected Transmission System or the transmission system of other utilities which is outside normal operating parameters such that facilities are operating outside their normal ratings or reasonable operating limits have been exceeded, but which has not resulted in an Emergency. An Abnormal Operating Condition may include high or low deviations in voltage or power system stabilizers.

"Adjacent Balancing Authority" means Bonneville Power Administration, Puget Sound Energy, Inc., and their successors or assigns.

"Aggregated Balancing Authority Area" means, collectively, the Customer Sub-Balancing Authority Area and other Sub-Balancing Authority Area customers operating under the GEM Balancing Authority.

"Affiliate" means, with respect to any Person, any other Person (other than an individual) that, directly or indirectly, Controls, or is Controlled by, or is under common Control with, such Person.

"Balancing Authority Services" means the services that GEM will perform as described in this Agreement and the obligations and responsibilities GEM has with respect to its compliance with all applicable Balancing Authority Services Standards.

"Balancing Authority Services Committee" has the meaning set forth in Section 4.11 of this Agreement.

"Balancing Authority Services Standards" means a requirement that is established by NERC (including the NERC Reliability Standards), a Regional Entity and/or FERC and that is applicable to a Balancing Authority. The term does not include any requirement to enlarge such facilities or to construct new transmission capacity or generation capacity.

"Business Day" means a day on which Federal Reserve member banks in New York City are open for business; and a Business Day shall open at 0800 and close at 1700 EPT.

"Certification" shall have the meaning described in the NERC Rules of Procedure.

"Certification Services" has the meaning set forth in Section 3.1 of this Agreement.

"Certification Term" has the meaning set forth in Section 2.2 of this Agreement.

"Change in Control" means any event or series of events, excluding any event or series of events that have been made public and have been approved by the other Party in writing before the Effective Date, by which (i) any Person or group of Persons shall acquire Control of another Person, or (ii) during any period of twelve consecutive months commencing before or after the date hereof, individuals who, at the beginning of such twelve-month period, were directors of GEM or any parent of GEM shall cease for any reason to constitute a majority of the board of directors of such Person, or (iii) at any time on or prior to the first anniversary of the Services Commencement Date, one or more members of GEM's management, listed in Exhibit D, who have had a material role in the performance of the Balancing Authority Services, cease for any reason, including as a result of termination of employment or contractor relationship with GEM, to have such a role (including through an ongoing contractor relationship), and, in Customer's reasonable judgment, such change jeopardizes the continued effectiveness of the Balancing Authority Services.

"Change of Law" means the occurrence after the Effective Date of any of the following events: (a) any adoption, amendment or repeal of any Governmental Rule, whether published or unpublished, or any change therein or change in the interpretation or application thereof by any court, administrative agency, other Governmental Authority from that in effect on the Effective Date; or (b) the imposition by any Governmental Authority of any material condition, or the cessation of any such imposition, including but not limited to Remedial Action Demands or NERC Alerts, in connection with the Balancing Authority Services contemplated by this Agreement.

"Continuation Assistance" has the meaning set forth in Section 2.6 of this Agreement.

"Contract Term" has the meaning set forth in Section 2.1 of this Agreement.

"Contract Year" has the meaning set forth in Section 2.5 of this Agreement.

"Control" means the direct or indirect ownership of over fifty percent (50%) of the capital stock (or other ownership interest, if not a corporation) of any Person or the possession, directly or indirectly, of the power to direct the management and policies of such Person by ownership of voting securities, by contract or otherwise. "Controlling" shall mean having Control of any Person, and "Controlled" shall mean being the subject of Control by another Person.

"Customer Equipment" means equipment owned or controlled by Customer or its Affiliate, including the Facility and Certification Equipment, installed to implement this Agreement.

"Effective Date" means the date set forth in the Preamble to this Agreement.

"Emergency" has the meaning set forth in the NERC Glossary of Terms.

"Facility" has the meaning set forth in the recitals to this Agreement.

"Facility's Sub-Balancing Authority Area" has the meaning set forth in the recitals to this Agreement and is the new Sub-Balancing Authority Area in which the Facility is located.

"Facility Operating Limits" means the manufacturer's design limitations, equipment warranties and permit limits of the Facility.

"FERC" means the Federal Energy Regulatory Commission or any successor agency that has jurisdiction over NERC.

"Force Majeure" means an event or circumstance that prevents a Party from performing any of its obligations under this Agreement that is not within the reasonable control of the Party, that does not result from the fault or negligence of the Party and that by the exercise of due diligence the Party is unable and could not reasonably have been expected to avoid, cause to be avoided, or overcome. Events of Force Majeure may include, but are not restricted to, acts of God; acts of the public enemy, war, blockades, insurrections, sabotage, civil disturbances and riots; epidemics; landslides, earthquakes, firestorms, hurricanes, tornadoes, floods, washouts; fire; explosion; breakage; and strikes, lock-outs, or other labor disputes, which by exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome.

"GEM Alternate Control Center" means the GEM alternate operations center located, in Austin, Texas or such other alternate sites that are capable of meeting the Loss of Primary Control Center Reliability Standard.

"GEM Control Center" means the GEM Balancing Authority operations center located, as of the Effective Date, at 1331 Lamar St., Suite 560, Houston, TX 77010 or such other alternate sites that are capable of hosting the Balancing Authority Services.

"GEM Technology" has the meaning set forth in Section 3.6(a) of this Agreement.

"GEM Website" means the secure website, and secure web-based information system, accessible only by the Parties for purposes of viewing certain data regarding the Facility and the Balancing Authority Services, as provided in this Agreement.

"Good Utility Practice" means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry operating in the Regional Entity during the relevant time period, or 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, would have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability criteria, safety considerations and expediency, taking into account the design and operational characteristics of the

Facility and the Bulk Electric System. Good Utility Practice is not intended to be limited to the optimum practice, methods, or act to the exclusion of all others, but rather includes all acceptable practices, method, or acts generally accepted in the region. Good Utility Practice shall include, but not be limited to, applicable law and regulatory requirements, and the criteria, rules and standards promulgated by the FERC, the NERC, the appropriate Regional Entity, the National Electric Safety Code, and National Electrical Code, as they may be amended from time to time, including the rules and guidelines and criteria of any successor organizations.

"Governmental Authority" means any national, state, provincial or local government, any political subdivision thereof, or any other governmental, regulatory, judicial, public or statutory instrumentality, authority, body, agency, department, bureau, or entity or any arbitrator with authority to bind a Party at law.

"Governmental Rule" means (i) any constitution, charter, act, statute, law, ordinance, code, rule, regulation or order of any Governmental Authority; (ii) any condition, specified standards or objective criteria contained in any applicable permit, approval, decision, determination or ruling of any Governmental Authority; or (iii) any other legislative, administrative or judicial action, final decree or judgment of any Governmental Authority; in each of the foregoing cases as in effect from time to time.

"Interconnection Facilities" means the equipment and facilities that have been installed in accordance with an Interconnection Agreement in order to connect the Facility to the Transmission System.

"Loss of Control Center Reliability Standard" means the current version of the EOP-008 Reliability Standard or its successor FERC approved NERC Reliability Standard.

"Monthly Services Fee" means the Monthly Services Fee described in Exhibit C hereof.

"NERC" means the North American Electric Reliability Corporation or any successor Electric Reliability Organization that is certified by the FERC to establish and enforce NERC Reliability Standards for the Transmission System, subject to FERC review.

"NERC Glossary of Terms" means the Glossary of Terms Used in Reliability Standards adopted by the NERC Board of Trustees, as amended, modified or supplemented from time to time.

"NERC Reliability Standards" means a FERC approved requirement, whether now existing or hereafter adopted, amended, modified or supplemented from time to time, to provide for reliable operation of the bulk power system, including without limiting the foregoing, requirements for the operation of existing bulk power system facilities, including cyber security protection, and including the design of planned additions or modifications to such facilities to the extent necessary for reliable operation of the bulk power system; but shall not include any requirement to enlarge bulk power system facilities or to construct new transmission capacity or generation capacity.

"NERC Registered Entity" means the entity responsible to NERC for a function defined in the NERC Functional Model, such as a Balancing Authority.

"Operating Representative" has the meaning set forth in Section 4.10 of this Agreement.

"Optional Services" means additional services that are agreed to by the Parties as specified in an Optional Services Exhibit, which may be provided in addition to the Balancing Authority Services, subject to the terms of this Agreement except as specified in the Optional Services.

"Optional Services Fee" means any fee for Optional Services.

"Pacific Prevailing Time" means, at any time, the prevailing time in the Pacific Time Zone.

"Person" means an individual, partnership, corporation, limited liability company, association, trust, unincorporated organization, Governmental Authority, or other form of entity.

"PUHCA 2005" means the Public Utility Holding Company Act of 2005 (enacted, effective February 8, 2006, by the Energy Policy Act of 2005), as it may be amended, and the regulations promulgated and rulings issued thereunder.

"Purchasing-Selling Entity" has the meaning set forth in the NERC Glossary of Terms.

"Regional Entity" is an entity that has been delegated authority by NERC to perform certain actions and is responsible for monitoring and enforcing compliance with NERC Reliability Standards.

"Registered Balancing Authority" has the meaning set forth in the recitals to this Agreement.

"Registered Entity" has the meaning set forth in the recitals to this Agreement.

"Representatives" means, with respect to a Party, the directors, officers, managers, employees, financial advisors, auditors, legal counsel, consultants, contractors and subcontractors of such Party or its Affiliates and the current or potential lenders or sources of funding of such Party or its Affiliates.

"RTO" means any regional transmission organization, independent system operator, or any other FERC-approved entity that obtains operational or planning control over the Transmission System, or its duly constituted successor exercising similar functions.

"Scheduling Coordinator" means the marketing function, such as a Purchasing-Selling Entity that can establish Interchange Transactions on behalf of Customer or for the Facility.

"Section 2.5(a) Termination Notice" has the meaning set forth in Section 2.5(a) of this Agreement.

"Services Commencement Date" has the meaning set forth in Section 2.3(a) of this Agreement.

"Services Contract Year" has the meaning set forth in Section 2.3(b) of this Agreement.

"Sub-Balancing Authority Area" means a Facility Sub-Balancing Authority Area that is operated as an independent Balancing Authority Area under the Gridforce Balancing Authority's jurisdiction.

"Termination Fee" shall mean an amount, as described in Exhibit C, payable by Customer to GEM in the event that Customer elects to exercise its termination right as described in this Agreement.

"Transition Assistance" has the meaning set forth in Section 2.7 of this Agreement.

ARTICLE 2.
TERM AND TERMINATION

Section 2.1. Contract Term. The term of this Agreement shall begin at 12:01 a.m. (Pacific Prevailing Time) on the Effective Date and, unless earlier terminated in accordance with the terms and conditions of this Article 2, shall continue through 11:59 p.m. (Pacific Prevailing Time) at the end of the Certification Term or the Services Term, as applicable (the "Contract Term"). Upon GEM achieving the Services Commencement Date, the Contract Term shall further be extended as provided in Section 2.3 and shall remain in effect during any extension or period of Continuation Assistance or Transition Assistance.

Section 2.2. Certification Term. The term during which GEM shall perform the Certification Services during the period commencing upon the Effective Date and continuing until the earliest of the following (such period, the "Certification Term"):

(a) the Services Commencement Date,

(b) the expiration of one (1) year from the Effective Date, unless the Parties agree in writing to extend the Certification Term, or

(c) the effectiveness of Customer's written notice to GEM to terminate this Agreement as provided under Section 2.5(j).

Section 2.3. Services Term.

(a) The term during which GEM shall perform the Balancing Authority Services (the "Services Term") shall commence on the date that GEM initiates Balancing Authority Services for the Customer Sub-Balancing Authority Area as evidenced by (i) electronic tags sourcing or sinking into the GEM for the Customer Sub-Balancing Authority Area and (ii) initiation of hourly verification of Net Actual Interchange and Net Scheduled Interchange with any Adjacent Balancing Authority (the "Services Commencement Date").

(b) The Services Term shall continue for a period of five (5) years (each, a "Services Contract Year"), with the first Services Contract Year commencing on the Services Commencement Date and continuing until 11:59 p.m. (Pacific Prevailing Time) on the day before the first anniversary of the Services Commencement Date. The Services Term shall thereafter automatically renew on a year-to-year basis, unless written notice is delivered by one Party to the other at least ninety (90) days prior to expiration of the then current Services Contract Year indicating that the Services Term will terminate at the end of such Services Contract Year, subject to the continuation, transition and survival periods set forth in Sections 2.6, 2.7 or 2.9. Any renewal or extension of the Services Term shall be on the same pricing, terms and conditions as set forth herein, unless modifications are required by a Governmental Authority or are mutually agreed to by the Parties.

Section 2.4. [Intentionally Left Blank]

Section 2.5. Termination Rights. Neither Party shall have the right to terminate this Agreement except as follows:

(a) Customer Termination Option. Customer may at its election and in its sole discretion for any reason or no reason terminate this Agreement upon not less than one hundred twenty (120) days prior written notice to GEM and, in Customer's sole discretion, request Continuation Assistance and Transition Assistance (a "Section 2.5(a) Termination Notice"). A Section 2.5(a) Termination Notice must state (i) that Customer is electing to terminate this Agreement voluntarily under this Section 2.5(a), (ii) whether Customer is requesting Continuation Assistance and Transition Assistance from GEM, and (iii) the expected termination date for the Agreement. If Customer terminates this Agreement under this Section 2.5(a), Customer shall following the sending of the Section 2.5 (a) Termination Notice pay GEM a Termination Fee as set out in Exhibit C.

(b) Termination Pursuant to Default. Either Party may terminate this Agreement in accordance with Article 7 of this Agreement.

(c) GEM Termination Pursuant to Section 3.7. GEM may terminate this Agreement in accordance with the terms of Section 3.7.

(d) Customer Termination Pursuant to Section 4.4(c) and 4.5. Customer may terminate this Agreement in accordance with the terms of Section 4.4(c) and 4.5.

(e) Termination for Change in Control. Customer shall have the option, but not the obligation, to terminate this Agreement, without a Termination Fee, within sixty (60) days of a Change of Control event with respect to GEM upon not less than ninety (90) days written notice to GEM.

(f) Termination Pursuant to Section 15.6. Either Party may terminate this Agreement in accordance with the terms of Section 15.6, and upon such termination no party shall have any further or remaining obligations or liabilities under this Agreement, except as expressly provided elsewhere in this Agreement, and Customer will not be required to pay the Termination Fee.

(g) Termination for NERC Reliability Standard Violations Caused by Customer. If (i) Customer's failure to comply with its obligations under this Agreement is the cause, or the predominant cause, of a violation of the NERC Reliability Standards applicable to a Balancing Authority more than three (3) times in any calendar year during the Term of this Agreement, or (ii) the aggregate total of all penalties, fines, fees and costs for violation of the NERC Reliability Standards caused or predominantly caused by Customer that are levied against or for which GEM is responsible hereunder exceeds $USD100,000 in any calendar year, then GEM shall have the right to terminate this Agreement, subject to Customer's rights to Continuation Assistance and Transition Assistance. Upon such termination, Customer will be required to pay the Termination Fee, and Customer shall reimburse GEM for all the reasonable and documented out-of-pocket costs and expenses (including attorney's fees) incurred in connection with transitioning the Balancing Authority Services to a successor or successor.

(h) Termination for NERC Reliability Standard Violations Caused by GEM. If (i) GEM's failure to comply with its obligations under this Agreement is the cause, or the predominant cause, of a violation of the NERC Reliability Standards by the Customer, more than three (3) times in any calendar year during the Term of this Agreement, or (ii) the aggregate total of all penalties, fines, fees and costs for violation of the NERC Reliability Standards caused or predominantly caused by GEM that are levied against the Customer exceeds $USD100,000 in any calendar year, then Customer shall have the right to terminate this Agreement subject to Customer's rights to Continuation Assistance and Transition Assistance. Upon any such termination, Customer will not be required to pay the Termination Fee.

(i) Termination Upon Commencement Of RTO Balancing Authority Services Operations. In the event that, at any time during the Services Term, any RTO assumes control of the transmission facilities to which the Facility's Sub-Balancing Authority Area is interconnected and requires that the RTO provide all necessary Balancing Authority Services to Customer and/or the Facility's Sub-Balancing Authority Area, Customer may terminate this Agreement by providing prompt written notice thereof, in which case this Agreement shall terminate effective as of the date on which such RTO commences the provision of Balancing Authority Services to the Facility. In the event of any such termination of this Agreement, Customer will be entitled, at its option, to receive Continuation Assistance and Transition Assistance, and not be required to pay the Termination Fee. In the event that this Agreement continues in effect for any period subsequent to the date on which any RTO assumes control of the transmission facilities to which the Facility's Sub-Balancing Authority Area is interconnected and commences Balancing Authority Services to the Facility, to the extent that applicable rules or procedures of such RTO conflict with any of the provisions of this Agreement, such RTO rules and procedures shall govern, and the Parties shall, as soon as reasonably practicable, amend this Agreement, as necessary and appropriate, to conform to such RTO rules and procedures; provided that the amendment(s) shall not establish rules and procedures that violate NERC Reliability Standards. In the event such amendments result in increase in the cost for GEM to provide services to Customer, Customer shall be obligated to pay the additional documented cost.

(j) Termination for Failure to Achieve Certification. Customer may terminate this Agreement after the first anniversary of the Effective Date without a Termination Fee if the Services Commencement Date has not occurred.

(k) Customer Termination During Certification Term. Notwithstanding any other provision in this Agreement, during the Certification Term, Customer shall have the right to terminate this Agreement in accordance with Section 2.5(a) and without a Termination Fee upon providing GEM not less than thirty (30) days prior written notice during the Certification Term of Customer's intention to terminate this Agreement, provided that (i) Customer reasonably determines that it is uneconomic to (x) make the technical and physical upgrades necessary for GEM to provide Balancing Authority Services or (y) procure a transition from the Facility's previous balancing authority services provider on terms and conditions reasonably acceptable to Customer, (ii) GEM has not obtained Certification, and (iii) the costs and expenses for such upgrades exceed $USD50,000. Upon such termination, Customer shall pay GEM the Certification Services Fee and Customer shall reimburse GEM for all reasonable and documented out-of-pocket costs and expenses (including attorney's fees) incurred by GEM that are greater than the Certification Services Fee, including termination fees associated with primary and backup circuits ordered and installed to implement data exchanges between Customer and GEM.

(l) Customer Termination for Force Majeure. Customer may terminate this Agreement in accordance with the terms of Section 12.4.

Section 2.6. Continuation of Registered Balancing Authority and Balancing Authority Services Following Expiration or Notice of Termination. In the event that Customer requests in writing (x) at least ninety (90) days prior to the expiration of the Contract Term or (y) in the case of a termination of this Agreement by Customer, including due to an Event of Default with respect to GEM, by no later than ten (10) days prior to the effective date of such termination of this Agreement, GEM shall continue to be the Registered Balancing Authority for and on behalf of Customer with respect to the Facility's Sub-Balancing Authority Area and shall continue to provide the Balancing Authority Services, on the terms and subject to the conditions of this Agreement (including payment by Customer of the Monthly Services Fee and other amounts payable by Customer under this Agreement), for up to one-hundred and eighty (180) days as specified by Customer in the request (the "Continuation Assistance"), unless Customer requests and GEM agrees (which agreement will not be unreasonably withheld, conditioned or delayed) to extend the Continuation Assistance for any such additional period as is reasonably required to transition the Balancing Authority Services to another Balancing Authority and/or Balancing Authority services provider. The quality and level of the Balancing Authority Services shall not be degraded during the period Continuation Assistance is provided. In the event Continuation Assistance is provided following a Customer Event of Default or a Section 2.5(g) termination, the Monthly Services Fee payable by Customer shall escalate in accordance with the payment schedule in Exhibit C hereof.

Section 2.7. Transition Assistance Following Expiration or Notice of Termination. Following the expiration or termination of the Contract Term for any reason, GEM shall, in addition to the Continuation Assistance provided under Section 2.6, if requested by Customer in writing, provide assistance and take all reasonable steps necessary to transition the Balancing Authority Services to another Balancing Authority and/or Balancing Authority services provider (the "Transition Assistance"); provided, however, that in no event shall GEM be required to provide Transition Assistance under this Section 2.7 for any period in excess of the number of days during which GEM actually provides Continuation Assistance to Customer pursuant to Section 2.6, or such other period as the Parties may agree upon. The quality and level of the Balancing Authority Services provided by GEM shall not be degraded during the period Transition Assistance is provided. In consideration for any Transition Assistance, Customer shall pay a rate of [redacted] dollars per hour and reimburse GEM for all out-of-pocket costs and expenses. Nothing contained herein or in this Agreement shall obligate Customer to request or receive Continuation Assistance or Transition Assistance from GEM.

Section 2.8. Survival. This Agreement shall continue in effect after a notice of expiration or termination to the extent necessary (i) to allow GEM to provide the Continuation Assistance pursuant to Section 2.6, if applicable; (ii) to allow GEM to provide Transition Assistance to Customer pursuant to Section 2.7, if applicable; or (iii) to allow GEM to provide the Balancing Authority Services when GEM is providing Continuation Assistance and/or Transition Assistance pursuant to Section 15.6, if applicable. In addition, the following Sections survive any expiration or termination of this Agreement: Articles 1, 8, 9, 13, 14 and Sections 2.8, 3.6, 4.1(c), 4.7, 10.2, 15.2, and 15.12.

Section 2.9. De-Registration or Balancing Authority Area Modification. Upon the election by either Party to provide notice of termination of this Agreement prior to the stated expiration hereof, GEM shall notify NERC and submit all documentation necessary to modify the Balancing Authority Area to exclude the Facility's Sub-Balancing Authority Area, with such de-registration or modification to take effect upon the date on which this Agreement is to expire or terminate as a result of the making of such election.

ARTICLE 3.
BALANCING AUTHORITY CERTIFICATION AND BALANCING AUTHORITY SERVICES

Section 3.1. Certification Services. GEM shall provide the following Certification Services to Customer, as applicable: (i) a letter to the Regional Entity requesting Certification of Customer, or providing notice of GEM's role as the Balancing Authority for the Facility's Sub-Balancing Authority Area, within thirty (30) Business Days after the Effective Date; (ii) planning and implementation of the necessary communications infrastructure between the GEM's control center (associated data centers) and the Facility's Sub-Balancing Authority Area; (iii) assistance in negotiating the transition from the Facility's previous Balancing Authority services provider and in preserving the existing interconnection agreement for the Facility, (iv) assistance in development of processes and procedures required by NERC and the Regional Entity that relate to a Balancing Authority around the Facility's Sub-Balancing Authority Area; (v) equipment installation described in Sections 3.2 and 3.6; (vi) Energy Management System modeling services that will provide GEM operators relevant operating information needed to meet all applicable Balancing Authority requirements; (vii) preparation and management of the certification or footprint modification audit or review, and (viii) modeling and implementation of GEM's energy reconciliation database to capture required data on the Facility's Sub-

Balancing Authority Area operation and all other services necessary for GEM to provide Balancing Authority services for the Facility's Sub-Balancing Authority Area (collectively, the "Certification Services").

Section 3.2. Certification Equipment. GEM will, as necessary, procure, install, program and test (i) one (1) of each of the following: an equipment rack, a server, a True-time device, a router, a switch, and a modem, and (ii) the data links (meaning the primary and the back-up circuits as well as an analog line, each from the point of demarcation at the Facility's Sub-Balancing Authority Area to the GEM data centers, as are required for the Facility's Sub-Balancing Authority Area to interface with GEM. Customer shall be responsible for the ongoing monthly cost to maintain these required data links to the data centers and any additional data links with affected Balancing Authorities, if applicable. GEM will also install, as needed, control interface and communications equipment that is required for the Facility's Sub-Balancing Authority Area to interface with the Reliability Coordinator. Except as otherwise agreed in this Agreement, Customer shall own and maintain, or cause to be maintained, all Certification Equipment in good working order at its expense. Customer is responsible for the procurement, installation and maintenance, if required, of Substation RTUs, Customer owned Revenue Quality Meters, and Telecom High Voltage Protection Equipment (e.g., Positron). All such equipment, other than software or licensed technology or information which is owned or leased by GEM or which is otherwise proprietary or confidential to GEM in accordance with the terms of this Agreement, will become the property of Customer. In the event that GEM has procured and paid for equipment pursuant to this Agreement and the Agreement terminates prior to the completion of the installation of any such equipment, GEM shall retain such equipment, subject to Section 3.3 below.

Section 3.3. Access During Certification Services. Customer will grant to GEM and its agents and subcontractors such access to the Facility as is reasonably necessary and appropriate (i) for GEM to install, program, and test the equipment described in Section 3.2 or otherwise required for GEM to perform its obligations under this Agreement; and (ii) for GEM to carry out any other of its obligations under this Agreement; provided, however, that, when exercising such access rights, GEM (1) shall provide Customer with as much advance notice as is appropriate under the circumstances, (2) shall not unreasonably disrupt or interfere with the normal operations of the business of Customer, (3) shall work under observation by a Customer representative, and comply with the directives of such representative, and (4) shall adhere to the safety rules, procedures and policies established by Customer. GEM shall indemnify and hold Customer harmless from and against any injury, damage, losses or liabilities arising out of any ingress or egress on the Facility property by any GEM Representative, except to the extent such injury, damage, losses or liabilities are caused by the gross negligence or intentional misconduct of Customer or any of its Representatives (other than GEM). GEM waives any claim against Customer or the Facility relating to any injury, damage, loss or liability arising out of any ingress or egress on the Facility property by any GEM Representative except to the extent such injury, damage or claim is the result of the gross negligence or intentional misconduct of Customer or any of its Representatives (other than GEM). GEM shall not be in violation of this Agreement to the extent inadequate performance of Balancing Authority Services is caused by GEM being prevented from accessing the Facility's Sub-Balancing Authority Area in accordance with the provisions of this Agreement.

Section 3.4. Registered Balancing Authority and Balancing Authority Services and Personnel.

(a) GEM shall perform all applicable functions and obligations of a Balancing Authority and provide all Balancing Authority Services for the Facility's Sub-Balancing Authority Area with a level of accuracy, quality, completeness, timeliness, responsiveness and cost efficiency that is in accordance with applicable NERC Reliability Standards in effect from time to time, and in a manner consistent with applicable laws and Good Utility Practice. GEM shall be responsible for performing the Balancing Authority functions and the Balancing Authority Services (including the Continuation Assistance and the Transition Assistance) in accordance with any new or modified NERC Reliability Standards or any laws applicable to a Balancing Authority adopted after the Effective Date unless and to the extent otherwise provided in any modification to Exhibit A describing the functions that are the Customer's responsibility. Customer agrees and acknowledges that GEM shall identify the Balancing Authority functions for which Customer will be solely or jointly responsible in Exhibit A, and Customer agrees such functions described on Exhibit A will be performed by or on behalf of Customer, and to cooperate as required to enable GEM to perform its obligations as a Balancing Authority. GEM shall not be in violation of this Agreement to the extent its inadequate performance as a Balancing Authority, or as a Balancing Authority Services provider, is directly caused by any failure of any Customer Representative (other than GEM) to comply with Customer's obligations under Exhibit A. To the extent any violation of a NERC Reliability Standard applicable to GEM occurs and such violation is determined by the Regional Entity, NERC or any applicable Governmental Authorities to have been caused jointly by GEM, on the one hand, and by Customer or the Facility, on the other hand, the Parties agree that any penalties, fines, fees and costs relating to such failure shall be allocated between the Parties on a pro-rata basis determined by the Balancing Authority Services Committee as provided for in Section 3.7 below.

(b) GEM shall perform the Optional Services, if any, with a level of accuracy, quality, completeness, timeliness, responsiveness and cost efficiency consistent with all applicable NERC Reliability Standards and in a manner consistent with Good Utility Practice. The terms and conditions of Optional Services shall be set forth in an appropriate Optional Services Exhibit services description, which may be agreed to subsequent to execution of the Services Agreement and shall be considered part of this Agreement, subject to the terms and conditions contained herein; provided that any Optional Services Exhibit completed subsequent to execution of this Agreement shall have an Optional Services Confirmation Form separately executed by the Operating Representatives and such Form will become effective as of the date of such execution as if it were an amendment to the Agreement. Optional Services Exhibits may be revised from time to time, upon mutual agreement of the Parties and execution of a replacement Optional Services Confirmation Form.

(c) GEM shall ensure that (i) all Balancing Authority Services shall be performed by personnel that have the necessary knowledge, skills, experience, qualifications, rights and resources to provide and perform the Balancing Authority Services in accordance with this Agreement, applicable laws and Good Utility Practice; and (ii) all control center personnel and other Balancing Authority Services personnel who are required by NERC, Regional Entity and/ or other regulatory agencies to be certified are so certified in accordance with applicable NERC Reliability Standards.

Section 3.5. <u>GEM Control Center and Alternate Control Center</u>. GEM shall at all times during the Contract Term maintain and operate the GEM Control Center and GEM Alternate Control Center in accordance with all applicable NERC Reliability Standards.

Section 3.6. <u>GEM Technology</u>.

(a) <u>GEM's Rights</u>. GEM retains all rights, titles, and interests (including ownership of all patents, patent applications, including continuations, continuations-in-part, divisionals, reexaminations, and reissues, copyrights, trade secrets, trademarks, know-how, service marks and all other intellectual property rights including any derivatives, modifications or alterations thereto that are conceived, created or expressed by GEM or Customer ("<u>Intellectual Property</u>")) with respect to, and Customer shall not acquire any interest or lien in or upon, any data, know-how, inventions, databases, tools, algorithms, architecture, user interface designs, objects, methodologies, formulas, processes, manuals, materials, reports, software (including object and source codes), documentation, training materials, hardware, equipment and networks or any other information or materials that are proprietary to GEM and used by GEM to provide Balancing Authority Services under this Agreement, or that are related to such services, including any enhancements, improvements, changes, modifications or additions thereto by or on behalf of GEM which are made and paid for by GEM including any enhancements, improvements, changes, modifications or additions made by Customer at the direction of, and paid for by, GEM under this Agreement (collectively, "Customer Modifications") during the Contract Term (collectively, the "GEM Technology"). In furtherance of the foregoing, Customer hereby assigns and agrees to assign in the future to GEM any and all of its right, title and interest in and to any Customer Modifications in and to the GEM Technology, including any Intellectual Property therein, during the Contract Term. At the reasonable written request of GEM, Customer shall promptly perform any and all other reasonable acts, at GEM's expense, that are necessary in order for GEM to perfect its interests in and to the Customer Modifications and to the GEM Technology.

(b) Customer's Rights To Use GEM Technology. Subject to the provisions of Article 14, GEM shall at all times during the Contract Term and during the provision of any Transition Assistance or Continuation Assistance afford Customer all necessary and appropriate rights to use the GEM Technology solely in connection with the matters contemplated by this Agreement, and GEM hereby grants, and Customer hereby accepts, on the terms and subject to the conditions of this Agreement, a fully paid-up royalty-free, non-exclusive, personal, revocable, non-assignable license, for so long at this Agreement is in effect or any extension thereof, to use the GEM Technology solely in connection with this the matters contemplated by Agreement. To the extent that the services provided to Customer pursuant to this Agreement incorporate, use, or reference Third Party Software and Data (as defined below), Customer is granted a sublicense by GEM for the Contract Term to use the Third Party Software and Data solely in connection with this Agreement on the terms and conditions contained in this Agreement and as may be required by the owner of such Third Party Software and Data (each, a "Third Party Owner"). Customer's license of Third Party Software and Data is limited solely to use in conjunction with the services provided under this Agreement. For purposes of this Agreement, "Third Party Software and Data" means the software or data available to Customer via a secure and password-protected third party software system or GEM Technology.

Section 3.7. Cooperation of the Parties.

(a) Compliance and Cooperation with NERC Reliability Standards. GEM shall be the NERC Registered Balancing Authority and shall comply with, and shall remain obligated to ensure compliance with, applicable NERC Reliability Standards, including Balancing Authority functions delegated by this Agreement to Customer or to any third-parties. Customer, including Customer Representatives, shall comply with functions delegated by this Agreement to Customer in Exhibit A and with the obligations of the applicable Regional Entity and any applicable NERC Reliability Standards, so far as compliance with such obligations is necessary and required in order for GEM to meet its obligations as the NERC Registered Balancing Authority. Customer shall ensure that if Customer enters into any agreement(s) with third-parties that impact the operation of the Balancing Authority, any practices and protocols established under such agreements do not conflict with the requirements of the NERC Reliability Standards applicable to either Party under this Agreement.

(b) NERC Reliability Standard Violations. Each Party acknowledges that if it fails to comply with its obligations under this Agreement and Exhibit A and such failure causes a violation of applicable NERC Reliability Standards, such failure may adversely impact the other Party. The Parties agree that, in the event of a violation of the NERC Reliability Standards applicable to the Balancing Authority, the Parties' respective liabilities with respect to such violation will be determined on the following basis:

(i) In the event GEM is the sole or predominant cause, of a violation of a NERC Reliability Standard applicable to a Balancing Authority, GEM shall be responsible for and shall contest or pay all penalties, fines, fees and costs levied by the Regional Entity, NERC or any applicable Governmental Authorities associated with such violation of a NERC Reliability Standard applicable to a Balancing Authority; provided, however, that Customer shall be responsible for and shall promptly reimburse GEM for all penalties, fines, fees and costs paid by GEM to a Regional Entity, NERC or any applicable Governmental Authorities to the extent caused by Customer's failure to perform its obligations under this Agreement.

(ii) Notwithstanding anything in this Agreement to the contrary, in the event that both Parties are responsible for compliance with a particular NERC Reliability Standard, each Party shall be responsible for all penalties, fines, fees and costs levied by the Regional Entity, NERC or any applicable Governmental Authorities in proportion to such Party's proportionate responsibility for causing a violation, as determined by the Balancing Authority Services Committee. If the Balancing Authority Services Committee is unable to agree on the proportionate responsibility of each Party for the Joint Violation, the dispute shall be resolved through the remaining steps in the dispute resolution process set forth in Section 7.5.

(iii) If (A) Customer fails to comply with its obligations under this Agreement, (B) the Balancing Authority Services Committee has attempted to address such failure by proposing an agreed-upon mitigation plan or requesting recommendations for mitigation from the Regional Entity, (C) GEM has submitted a request to the applicable Regional Entity and/or NERC to approve and adopt such mitigation plans, and (D) either Customer or any applicable Affiliate or designee fails to adhere to or implement the approved mitigation plan, GEM shall have the right to terminate this Agreement upon not less than thirty (30) days prior written notice to Customer.

Section 3.8. Training. GEM shall provide training to Customer as reasonably requested by Customer during the Contract Term; provided, that Customer shall be required to reimburse GEM for any documented required travel expenses and the reasonable, documented actual costs and expenses incurred by GEM in providing any more than two (2) days of training per year.

Section 3.9. GEM Services Not Exclusive To Customer.

(a) Customer hereby expressly acknowledges that part of the value of the Balancing Authority Services comes from the provision by GEM of services similar or identical to the

Balancing Authority Services for Persons other than Customer. Customer acknowledges that the expertise and business plan of GEM requires that it be able to represent multiple Persons and that the services rendered thereby are and may be beneficial to Customer.

(b) Notwithstanding the nature of the services to be performed by GEM under the terms of this Agreement, Customer specifically acknowledges that GEM is not precluded from representing or performing similar or related services for, or being employed by, Persons other than Customer, including competitors of Customer.

(c) Customer acknowledges that GEM from time to time has established or may establish contractual relationships with both users of power resources, transmitters of power and generators or producers of such power resources. Customer further acknowledges and accepts that Affiliates of GEM may, during the Contract Term, engage in energy trading, and that the existence of such activity shall not in and of itself create any conflict of interest for GEM in carrying out its obligations under and pursuant to this Agreement. The foregoing shall not be construed as relieving GEM of its obligations with respect to Customer's Confidential Information under Article 14 or any other obligations under this Agreement.

(d) Notwithstanding this Section 3.9, GEM agrees that, (i) in performing similar or related services for other customers, it shall do so in a non-discriminatory manner with respect to Customer and will provide Customer notice of any material conflict of interest as soon as practicable and (ii) it will obtain Customer's prior written consent before providing any services for, or to, other Persons within the Facility's Sub-Balancing Authority Area.

Section 3.10. Reserve Requirements. During the Services Term, the Customer shall maintain reserves in accordance with Exhibit A or as directed by GEM based on direction from the Reliability Coordinator or Reserve Sharing Group procedures and pay the Reserve Sharing Group ("RSG") Administration Fee as described in Exhibit C.

Section 3.11. Scheduling Coordinator. During the Services Term, Customer shall be its own Scheduling Coordinator or obtain Scheduling Coordinator services.

Section 3.12. Aggregated Balancing Authority Structure and Sub-Balancing Authority Areas.

(a) Notwithstanding the GEM aggregated Balancing Authority Area structure, unless there is mutual agreement in writing between the Customer and any additional Sub-Balancing Authority Areas, GEM shall, to the extent permitted by the Balancing Authority function, Reserve Sharing Group procedures, or Frequency Response sharing group procedures, manage the Customer as a Balancing Authority Area separate and distinct from the activities, rights or obligations of any additional Sub-Balancing Authority Areas that are in the GEM Balancing Authority.

(b) GEM shall model the Sub-Balancing Authority Area in the GEM Energy Management System (or any successor thereof) as a separate operating area with distinct metered boundaries, as coordinated with, and agreed to by the Adjacent Balancing Authority. Except as permitted by Reserve Sharing Group procedures, GEM will not implement any transmission rights without an interchange transaction showing mutual agreement of the affected entities,.

ARTICLE 4.
CONTINUING OBLIGATIONS OF THE PARTIES

Section 4.1. Access Rights.

(a) GEM's Access Rights. Subject to the provisions of Article 14, Customer will use commercially reasonable efforts to grant, or to cause to be granted, to GEM and its agents and subcontractors such access to the Facility Sub-Balancing Authority Area (including the Distributive Control System and data required to meet Balancing Authority requirements) and the Facility as is reasonably necessary and appropriate for GEM (i) to program, install, test, operate and maintain the GEM Technology, (ii) to obtain access to such information and data regarding the Facility as is reasonably necessary and appropriate for GEM to carry out its obligations under this Agreement, and (iii) to exercise any other of its rights and carry out any other of its obligations under or in connection with this Agreement, in each case in accordance with the terms and provisions of this Agreement; provided, however, that, when exercising such access rights, GEM (1) provides Customer with as much advance notice as is appropriate under the circumstances, (2) does not unreasonably disrupt or interfere with the normal operations of the business of Customer, (3) works under observation by a Customer representative and complies with the reasonable directives of such representative, (4) adheres to the safety rules and procedures and polices established by Customer and (5) acts consistent with Good Utility Practice. Customer will use commercially reasonable efforts to ensure such access rights are available on a consistent basis. GEM shall indemnify and hold Customer harmless from and against any injury, damage, losses or liabilities arising out of any ingress or egress on the Facility property by GEM Representative, except to the extent such injury, damage, losses or liabilities are caused by the gross negligence or intentional misconduct of Customer or any of its Representatives (other than GEM). GEM waives any claims against the Facility for any injury, damage, losses or liabilities arising out of any ingress or egress on the Facility property by GEM Representative, except to the extent such injury, damage, losses or liabilities are caused by the gross negligence or intentional misconduct of Customer or any of its Representatives (other than GEM). GEM shall not be in violation of this Agreement to the extent inadequate performance of Balancing Authority Services is caused solely by acts of Customer or the Facility that prevent GEM employees or agents from accessing relevant equipment or the data in accordance with the provisions of this Agreement.

(b) Customer's Access Rights. Subject to the provisions of Article 14, GEM hereby grants to Customer and its agents and subcontractors such use of the GEM Technology as is reasonably necessary and appropriate for Customer to perform its obligations in accordance with the terms and provisions of this Agreement and to exercise any of its rights and carry out any other of its obligations under or in connection with this Agreement (including to obtain access to such information and data regarding the Facility as is reasonably necessary and appropriate for Customer to carry out its obligations and exercise its rights under this Agreement); provided, however, that, when exercising such rights, Customer (i) does not unreasonably disrupt or interfere with the normal operations of the business of GEM, (iii) adheres to any applicable rules and procedures established by GEM and generally applicable to Balancing Authority Services customers of GEM, (iv) acts consistent with Good Utility Practice and (v) does not attempt to reverse engineer, reverse compile, design around or in any other way attempt to discover the internal operations of the GEM Technology or to circumvent the GEM Technology.

(c) Term; Survival. The license granted in Section 3.6 and the access rights granted by each Party to the other Party under this Section 4.1 shall remain in effect during the Contract Term and shall survive the expiration or termination for any reason of this Agreement for so long as GEM is providing Balancing Authority Services to Customer as provided for in this Agreement and for so long as reasonable, up to ninety (90) days after termination or expiration of the Contract Term, or the end of the Continuation Assistance or Transition Assistance periods, to the extent necessary for each Party to exercise its rights to remove its equipment, data, technology or Intellectual Property from the premises of the other Party in accordance with the provisions of this Agreement. Notwithstanding the foregoing, should either Party decide permanently to abandon the use of any such license or access rights or any portion of any of them, the Party must send the other Party prompt written notice of such decision. In the event that a Party unilaterally revokes or terminates the other Party's access rights in breach of this Agreement, the Party whose access rights are revoked or terminated is then excused from any obligations to perform services that relate to or are dependent upon such access and that are impacted by such revocation or termination.

Section 4.2. Operation And Maintenance Of Customer Equipment.

(a) Operation and Maintenance. Customer or its Affiliate shall be solely responsible for the operation and maintenance of the Customer Equipment and shall operate and maintain the Facility in a manner which will not interfere with the operation of GEM's obligations under this Agreement. The Parties acknowledge and agree that GEM is not responsible for and shall have no obligations hereunder with respect to the operation and maintenance of the Facility.

(b) Voltage or Reactive Control Requirements. Unless otherwise agreed by the Parties, Customer shall cause the Facility to operate voltage control equipment consistent with Good Utility Practice and in accordance with the requirements of the NERC Reliability Standards. Customer or its designee shall provide oral notification to GEM as soon as reasonably possible in the event the automatic voltage regulator for the Facility is not in service for any reason, including malfunction and maintenance, to enable GEM to meet Balancing Authority Services obligations.

Section 4.3. Abnormal Operating Condition Procedures.

(a) Notification. GEM shall provide the Facility with prompt oral notification if GEM becomes aware of any Abnormal Operating Condition regarding the Transmission System or Interconnection Facilities which may reasonably be expected to affect GEM's operations, Customer's operations or its Affiliate's operations, and Customer shall provide GEM with prompt oral notification if it becomes aware of any Abnormal Operating Condition regarding the Facility or the Transmission System which may reasonably be expected to affect Customer's or GEM's operations.

(b) Facility Isolation Rights. Customer reserves the right, consistent with Good Utility Practice, to isolate the Facility if, in its good faith judgment, it believes that continued parallel operation is creating or contributing to an Abnormal Operating Condition regarding the Facility. Customer agrees to use commercially reasonable efforts to notify both GEM and the Transmission Operator prior to isolating the Facility. If any such isolation of the Facility does not stabilize or mitigate the Abnormal Operating Condition, then the Facility will be allowed to reconnect if such reconnection is permitted by the Reliability Coordinator and the Transmission Operator following coordination with GEM.

(c) Mitigation Or Elimination. To the extent necessary, each Party agrees to cooperate and coordinate with the other Party in taking whatever reasonable corrective measures are necessary to mitigate or eliminate any Abnormal Operating Condition, provided such measures are consistent with Good Utility Practice and do not require operation of the Facility outside the Facility Operating Limits.

(d) Abnormal Operating Condition Procedures. The Parties agree to discuss and document procedures in addition to those described in Exhibit A, if deemed necessary by both Parties, for Emergency events such as loss of communication or system emergencies, and failure of GEM hardware, software or systems.

Section 4.4. Modifications to GEM Technology or Exhibit A.

(a) Modifications Not Required. Unless otherwise agreed by the Parties or otherwise required by applicable Governmental Rules or the Balancing Authority Services Standards, GEM shall not be required at any time to upgrade or otherwise modify the GEM Technology; provided, however, that GEM agrees, at Customer's expense, to make any additions, modifications, or replacements to the GEM Technology that are requested by Customer in writing, so long as such additions, modifications, or replacements are consistent with Good Utility Practice.

(b) GEM Modification Rights. Subject to the provisions of Section 4.5, GEM, in its reasonable discretion, and subject to the terms and conditions of this Agreement governing access to the Facility, may undertake additions, modifications, or replacements of the GEM Technology during the Contract Term, so long as such additions, modifications, or replacements are consistent with the Balancing Authority Services Standards and the requirements of this Agreement.

(c) Notification Regarding Modifications. If any additions, modifications, or replacements of Exhibit A or the GEM Technology might reasonably be expected to negatively affect the operation of the Facility, GEM shall provide not less than ninety (90) days written notice to Customer prior to undertaking any such additions, modifications, or replacements (unless Good Utility Practice requires GEM to undertake such additions or modifications prior to the expiration of such ninety (90) day period, in which case GEM shall provide Customer such prior written notice as quickly as is reasonably practicable under the circumstances) and conduct such work at mutually agreeable times. If Customer objects to such additions, modifications, or replacements, Customer must request a mitigation plan from the Balancing Authority Services Committee. If the Balancing Authority Services Committee has not unanimously agreed on the mitigation plan within thirty (30) days after such request, (i) GEM may in its sole discretion proceed at its expense with any addition, modification or replacement required due to a material change to applicable Governmental Rules or (ii) Customer must, prior to the effective date of the applicable Governmental Rule, NERC or Regional Entity standards, terminate this Agreement effective upon written notice to GEM specifying the expected date of termination and payment of the Termination Fee.

Section 4.5. Responsibility For Section 4.4(b) Modification Costs.

(a) GEM acknowledges and agrees that the costs and expenses for the majority of additions, modifications or replacements undertaken pursuant to Section 4.4(b) will be paid solely by GEM. However, in the event that additions, modifications or replacements undertaken pursuant to Section 4.4(b) or Exhibit A are required due to a change in applicable Governmental Rules, NERC or Regional Entity standards, Customer shall be responsible for an equitable, pro rata share of the actual, documented and reasonable costs and expenses incurred by GEM for such additions, modifications or replacements, provided that GEM has notified Customer in writing and in advance of such costs and expenses. For purposes of this Section 4.5(a), Customer's equitable, pro rata share shall include consideration of the number of GEM customers to which GEM is providing service at the time such additions, modifications, or replacements are made and that are affected by such additions, modifications, or replacements. If Customer objects to such modification prior to implementation of the change, (i) GEM may in its sole discretion proceed at its expense with the addition, modification or replacement required due to a material change to applicable Governmental

Rules or (ii) Customer may, prior to the effective date of the applicable Governmental Rule, NERC or Regional Entity standards, terminate this Agreement effective upon written notice to GEM and payment of the Termination Fee.

(b) In the event that the additions, modifications or replacements to GEM Technology are not required by applicable Governmental Rules, but are required as a result of any modification by Customer of the Certification Equipment or the Facility, Customer will reimburse GEM for the actual, documented, reasonable costs and expenses incurred by GEM in connection with the installation and construction of such additions, modifications or replacements.

(c) GEM shall be responsible for any costs and expenses associated with any additions, modifications or replacements to GEM Technology other than any additions, modifications and replacements for which Customer is specifically responsible in whole or in part under this Agreement.

Section 4.6. Modifications to Customer Equipment or Networks.

(a) Modifications Permitted. Customer, in its discretion and at its sole cost and expense, may undertake additions, modifications or replacements, or may cause the undertaking of additions, modifications or replacements, to the Customer Equipment or Customer network, so long as such additions, modifications or replacements do not directly impact GEM's ability to provide the Balancing Authority Services pursuant to this Agreement; provided, however, that if any such additions, modifications or replacements undertaken by Customer pursuant to this Section 4.6(a) are required as a result of any modification by GEM of the GEM Technology permitted under Section 4.4(b) that is not required by any applicable Governmental Rules, Change of Law, or NERC Reliability Standards and not required as a result of any modification by Customer, GEM will reimburse Customer for the actual, documented, reasonable costs and expenses incurred by Customer in connection with the installation and construction of such additions, modifications or replacements.

(b) Notification Regarding Modifications. If any additions, modifications or replacements undertaken by Customer would reasonably be expected to affect GEM's ability to satisfy its obligations under this Agreement, Customer shall notify GEM in writing not less than ninety (90) days in advance of undertaking such additions, modifications or replacements (unless Good Utility Practice requires Customer to undertake such additions, modifications or replacements prior to the expiration of such ninety (90) day period, in which case Customer shall provide GEM such advance written notice as quickly as is reasonably practicable under the circumstances) and shall conduct work at mutually agreeable times.

(c) GEM Proposed Modifications to Customer Equipment. GEM shall notify Customer of any proposed additions or modifications to or the Customer Equipment that affect the Facility Sub-Balancing Authority Area, including any software modifications to the DCS, that GEM believes are reasonably necessary and appropriate for GEM to perform its obligations under this Agreement in accordance with applicable Governmental Rules or NERC Reliability Standards, along with the reasonable time period within which GEM believes that such additions or modifications should be completed. Unless otherwise agreed by the Parties and if, in Customer's reasonable opinion, such additions or modification are consistent with Good Utility Practice, Customer shall be responsible for any and all actual, documented and reasonable costs and expenses incurred for and in connection with additions or modifications to the Customer Equipment. Customer may respond with commercially reasonable objections to such modifications, including the extent to which such modifications are reasonable and appropriate. If Customer disagrees with or objects to the appropriateness or necessity of any additions or modifications proposed by GEM pursuant to this Section 4.6(c), Customer must request a mitigation plan from the Balancing Services Committee within thirty (30) days of receipt of the proposed addition or modification. If the Balancing Services Committee has not unanimously reached an agreement on a mitigation plan within thirty (30) days after such request, (i) GEM may in its sole discretion proceed at its expense with the addition, modification or replacement required due to a material change to any applicable Governmental Rules or NERC Reliability Standards or (ii) Customer must, prior to the effective date of the applicable Governmental Rule or NERC Reliability Standard, terminate this Agreement effective upon written notice to GEM and payment of the Termination Fee.

Section 4.7. Information and Record-Keeping Obligations.

(a) Information Obligations.

(i) Either Party may request that the other Party make available such information and data pertaining to the matters contemplated by this Agreement as the requesting Party may reasonably require from the other Party to: (1) carry out the requesting Party's responsibilities under this Agreement; and (2) satisfy any reporting obligations that the requesting Party may have to NERC, the Regional Entity, the Reliability Coordinator or any Governmental Authority pursuant to the requesting Party's obligations under this Agreement. In the event of any such request, the Party to which the request is made shall promptly make available any such requested information and data.

(ii) Each Party's right to request information and data under this Section 4.7(a) shall be subject to Article 14 of this Agreement and the limitation that neither Party may use information or data provided by the other Party for any purpose other than as specified in this Section 4.7(a).

(b) Record-Keeping Obligations. Each Party shall maintain, for the greater of (i) the period required by any applicable requirements or rules or (ii) three (3) years from and after the date on which the applicable records are created or assembled for purposes of this Agreement, such records as are required by the Regional Entity, NERC, the Reliability Coordinator, any applicable Governmental Authority and this Agreement, and all data, documents, or other materials relating to or substantiating any charges, costs or expenses payable or reimbursable by the other Party under this Agreement. Neither Party shall use the accounts or records of the other Party without the express written consent of such other Party, unless such use is permitted by this Agreement or required by Governmental Rule, provided that such use as is required for compliance with any Governmental Rule shall not occur until after the other Party has been notified, unless such notice is prohibited by applicable law.

(c) Monthly Data. Promptly following the end of each month and otherwise upon Customer's reasonable request, GEM shall provide Customer with the actual interchange, scheduled interchange, inadvertent and control performance data related to the Sub-Balancing Authority Area on a commercially readable medium or via secure email or other secure means.

Section 4.8. Metering And Telemetry Data. GEM shall promptly following any request from Customer provide Customer with all metering and telemetry data that is available to GEM from the Facility's Sub-Balancing Authority Area. In the event that any metering equipment installed at the Facility's Sub-Balancing Authority Area fails to register data, the delivery or receipt of electricity from the Facility shall be determined from the best available data, as agreed by GEM and any affected neighboring Balancing Authority.

Section 4.9. Metering Operation And Maintenance. For purposes of this Agreement, Customer, its Affiliate, or the Facility shall be responsible for operating and maintaining the metering equipment that is owned by Customer, its Affiliate or the Facility.

Section 4.10. Operating Representatives. GEM and Customer shall each designate a single individual in their respective organizations (the "Operating Representative") to coordinate all operational information to be transmitted between the Parties consistent with this Agreement. Each Party may change its Operating Representative from time to time by providing notice in accordance with the requirements of this Agreement.

Section 4.11. Balancing Authority Services Committee.

(a) As a means of securing effective and timely cooperation with respect to the activities hereunder and as a means of dealing on a prompt and orderly basis with various issues that may arise in connection with Balancing Authority Services coordination and operation under changing conditions, the Parties shall establish a Balancing Authority Services Committee (the "Balancing Authority Services Committee") comprised of the Balancing Authority Services Committee Representatives. The Balancing Authority Services Committee may, upon mutual agreement, from time to time meet or consult on a purely advisory basis with representatives of any applicable Regional Entity and/or NERC. The sole responsibilities of the Balancing Authority Services Committee shall be, with respect to the Balancing Authority Services provided hereunder:

(i) to review procedures and standard practices, consistent with the provisions of this Agreement, for the guidance of operating employees as to matters affecting transactions under this Agreement;

(ii) to review any operating procedures required in connection with this Agreement;

(iii) to review and approve all changes to the protocols that pertain to the Balancing Authority;

(iv) to review and recommend as necessary the types and arrangement of equipment for intersystem communication facilities to enhance transactions and benefits under this Agreement;

(v) to review potential changes to or an expansion of the Balancing Authority or in the scope of services provided by GEM hereunder, such as due to changes in Balancing Authority operation;

(vi) to review the appropriateness or necessity of any additions or modifications proposed by GEM pursuant to Section 4.6(c); and

(vii) to do such other things and carry out such duties as specifically required or authorized by this Agreement; provided, however, that the Balancing Authority Services Committee shall have no authority to amend or modify any provision of this Agreement except Exhibit A or procedures which must be modified by the Balancing Authority Services Committee to comply with requirements established by NERC, if such modification is consistent with the express terms of this Agreement, is reduced to writing and is signed by each Balancing Authority's Services Committee Representative.

(b) GEM and Customer shall each select one (1) representative (the "Balancing Authority Services Committee Representative") to serve on the Balancing Authority Services Committee. Unless and until a Party provides notice to the contrary, its Balancing Authority Services Committee Representative shall be the Operating Representative it designated pursuant to Section 4.10. In addition, GEM and Customer shall each select an alternate representative for the Balancing Authority Services Committee to act in the absence of such Party's Balancing Authority Services Committee Representative. Each Party shall, on or before the Effective Date, in accordance with the requirements of this Agreement, give notice to the other Party of the name of its Balancing Authority Services Committee Representative and alternate representative. Each Party shall, in accordance with the requirements of this Agreement, also give notice to the other Party of any change of its Balancing Authority Services Committee Representative or alternate representative, as soon as possible but in any event no more than thirty (30) days after the effectiveness of any such change. Each Party's Balancing Authority Services Committee Representative shall be authorized to act on such Party's behalf with respect to those committee responsibilities provided herein. Each Party's Balancing Authority Services Committee Representative shall be entitled to bring one or more Representatives of such Party to any meeting of the Balancing Authority Services Committee in order to provide any necessary or appropriate technical support.

(c) The Balancing Authority Services Committee shall not be entitled to take any action or make any recommendation without the unanimous written consent of all of the Balancing Authority Services Committee Representatives.

ARTICLE 5.
FEES AND COSTS

Customer shall compensate GEM for Balancing Authority Services, RSG Administration Services, Transition Assistance Services and the Optional Services provided under this Agreement in accordance with Exhibit C and any Optional Services Exhibit.

ARTICLE 6.
REPRESENTATIONS, WARRANTIES, COVENANTS AND CONDITIONS

Section 6.1. Representations and Warranties Of The Parties. Each Party, with respect to itself, hereby represents and warrants to the other Party as of the Effective Date as follows:

(a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation and is qualified to conduct its business in those jurisdictions necessary to perform this Agreement;

(b) the execution, delivery and performance of this Agreement are within its statutory and corporate or organizational powers, have been duly authorized by all necessary action and do not conflict with or result in a breach of or default (with or without notice or lapse of time or both) under any of the terms or conditions in its governing documents or any contract to which it is a party or any Governmental Rule applicable to it;

(c) this Agreement has been duly executed and delivered on its behalf by a duly authorized representative of such Party;

(d) this Agreement constitutes a legal, valid and binding obligation of such Party enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium or other Governmental Rules affecting creditors' rights generally, and with regard to equitable remedies, subject to equitable defenses and the discretion of the court before which proceedings to obtain such remedies may be pending;

(e) there are no bankruptcy, insolvency, reorganization, receivership or other arrangement proceedings pending or being contemplated by it, or to its knowledge threatened against it; and

(f) there are no suits, proceedings, judgments, rulings or orders by or before any Governmental Authority that materially adversely affect such Party's ability to perform this Agreement.

Section 6.2. Additional Representations, Warranties and Covenants Of GEM. GEM hereby represents, warrants and covenants to Customer that GEM shall provide the Balancing Authority Services and other services (including the GEM Technology and all other deliverables provided hereunder) performed under this Agreement in a manner that does not infringe, violate, trespass or in any manner contravene or breach any patent, copyright, trademark, license, other intellectual property or other property or proprietary right or constitute the unauthorized use or misappropriation of any trade secret of any third party;

Section 6.3. No Other Representations And Warranties. Each Party acknowledges that it has entered into this Agreement based solely upon the express representations and warranties set forth in this Agreement.

Section 6.4. Disclaimer Of Warranties. EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PARTY EXPRESSLY DISCLAIMS ANY OTHER REPRESENTATION OR WARRANTY, WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING ANY REPRESENTATION OR WARRANTY WITH RESPECT TO CONFORMITY TO MODELS OR SAMPLES, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

Section 6.5. Conditions. Each Party shall perform its respective duties and obligations required by this Agreement commencing upon the start of the Services Term, subject to the following conditions precedent.

(a) GEM is a NERC registered Balancing Authority and has modified the Balancing Authority Area to include the Facility in accordance with applicable NERC Reliability Standards;

(b) Termination of operating or other agreements by Customer for Balancing Authority services from the previous Balancing Authority services provider, if applicable.

ARTICLE 7.
EVENTS OF DEFAULT AND REMEDIES

Section 7.1. Events Of Default. An "Event of Default" means any of the following:

(a) the failure by a Party (the "Defaulting Party") to make, when due, any payment for undisputed amounts required under this Agreement, if such failure is not cured within twenty (20) Business Days after written notice thereof from the Non-Defaulting Party; or

(b) any material representation or warranty made by a Party (the "Defaulting Party") in this Agreement shall prove to have been false or misleading in any material respect on the date made; or

(c) any failure by GEM (the "Defaulting Party") to remain the registered Balancing Authority; or

(d) any failure by a Party (the "Defaulting Party") to perform its obligations under this Agreement or comply with any covenant set forth in this Agreement in any material respect, if such failure is not excused by Force Majeure or cured within thirty (30) days after written notice thereof from the Non-Defaulting Party or, if such failure cannot reasonably be completely corrected or cured within thirty (30) days, if the Defaulting Party fails to (i) commence within such thirty (30) day period, and sustain continuously thereafter, diligent efforts to correct or cure such failure, and (ii) completely correct or cure such failure within ninety (90) days after written notice thereof from the Non-Defaulting Party.

Section 7.2. Remedies Upon An Event Of Default by GEM. If an Event of Default with respect to GEM occurs and remains uncured for more than thirty (30) consecutive days after written notice by Customer, Customer may:

(a) effective immediately upon written notice to GEM, terminate this Agreement without incurring any penalties (including the Termination Fee); and/or

(b) take any action at law or in equity, consistent with the provisions of this Agreement, as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants under this Agreement.

Section 7.3. Remedies Upon An Event Of Default by Customer. If an Event of Default with respect to Customer occurs and remains uncured for more than thirty (30) consecutive days after written notice by GEM, GEM may:

(a) effective immediately upon written notice to Customer, terminate this Agreement and collect penalties, fines, fees and costs paid by GEM; and/or

(b) take any action at law or in equity, consistent with the provisions of this Agreement, as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, agreements, or covenants under this Agreement.

Section 7.4. Remedies Cumulative. Except as otherwise provided in Article 9, no remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise, and may be pursued separately or concurrently as the Party pursuing such remedy determines. The election of any one or more remedies shall not constitute a waiver of the right to pursue other available remedies.

Section 7.5. Dispute Resolution. Any claim, controversy or dispute arising out of, relating to, or in connection with this Agreement, including the interpretation, validity, termination or breach hereof, shall be submitted to the Balancing Authority Services Committee for resolution. If the Balancing Authority Services Committee is unable to resolve the disagreement through mutual agreement within ten (10) Business Days after the dispute has been referred to it, then the dispute shall be referred to an executive of each Party authorized to resolve such dispute. If such executives are unable to resolve the dispute within twenty (20) Business Days after such referral, or any other mutually agreeable time period, each Party may pursue resolution of the dispute through any available action at law or in equity, consistent with the provisions of this Agreement.

ARTICLE 8.
INDEMNITY

Section 8.1. Mutual Indemnity.

(a) EACH PARTY (THE "INDEMNIFYING PARTY") SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OTHER PARTY AND ITS AFFILIATES AND REPRESENTATIVES (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LIABILITIES, LEGAL PROCEEDINGS, CLAIMS, FINES, PENALTIES, DEMANDS, LOSSES, COSTS AND EXPENSES OF WHATSOEVER KIND OR CHARACTER, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES (COLLECTIVELY, "LOSSES") TO THE EXTENT THAT THE SAME ARISE OUT OF OR RESULT FROM (i) ANY FAILURE OF THE INDEMNIFYING PARTY TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT, (ii) ANY NEGLIGENT ACTS OR OMISSIONS BY THE INDEMNIFYING PARTY OR ITS REPRESENTATIVES, (iii) ANY WILLFUL MISCONDUCT OR BREACH OF THIS AGREEMENT ON THE PART OF THE INDEMNIFYING PARTY OR ITS REPRESENTATIVES IN THE PERFORMANCE OF ITS EXPRESS OBLIGATIONS ARISING UNDER THIS AGREEMENT, OR (iv) ANY PENALTIES, FINES, FEES AND COSTS LEVIED ON ANY INDEMNIFIED PARTY BY THE REGIONAL ENTITY, NERC OR ANY APPLICABLE GOVERNMENTAL AUTHORITY FOR WHICH THE INDEMNIFYING PARTY IS RESPONSIBLE HEREUNDER.

(b) NOTWITHSTANDING SECTION 8.1(a), WHEN ANY OBLIGATION FOR INDEMNIFICATION RESULTS FROM JOINT OR CONCURRENT NEGLIGENCE, OR WILLFUL MISCONDUCT OF BOTH PARTIES, EACH PARTY'S DUTY OF INDEMNIFICATION SHALL BE IN PROPORTION TO SUCH PARTY'S ALLOCABLE SHARE OF JOINT OR CONCURRENT NEGLIGENCE, OR WILLFUL MISCONDUCT.

Section 8.2. Notice. An Indemnified Party must promptly, upon its discovery of facts or circumstances giving rise to a claim for indemnification, give written notice thereof to the Indemnifying Party. To the extent that the Indemnifying Party is or will be actually and materially prejudiced as a result of the failure of the Indemnified Party to provide timely notice, the Indemnifying Party's liability shall be reduced proportionate to such prejudice.

Section 8.3. Amount of Losses. The amount of losses shall be computed net of any related recoveries to which the Indemnified Party is entitled under insurance policies or other payments received or currently and reasonably receivable from third parties.

Section 8.4. Workers' Compensation. In furtherance of the foregoing indemnification and not by way of limitation thereof, the Indemnifying Party hereby waives any defense it otherwise might have under applicable workers' compensation laws. In claims against any Indemnifying Party by any Indemnified Party, the indemnification obligation under this Article 8 shall not be limited by any limitation on amount or type of damages, compensation or benefits payable by or for the Indemnifying Party or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Section 8.5. Not Exclusive; Survival. Neither Party's indemnity obligations hereunder shall be construed to negate, abridge or reduce any other rights or obligations or indemnity which would otherwise exist at law or in equity. The obligations contained herein shall survive any termination, cancellation or suspension of this Agreement.

ARTICLE 9.
LIMITATION OF LIABILITY; MITIGATION OF DAMAGES

Section 9.1. Limitation Of Liability.

(a) Limitations of Liability. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, A PARTY, INCLUDING A THIRD PARTY OWNER, WILL NOT BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BY STATUTE, IN TORT OR CONTRACT, WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY OF RECOVERY. WITHOUT LIMITING THE FORECOING, THE MAXIMUM AMOUNT OF GEM'S LIABILITY, IF ANY, ARISING FROM ALL CLAIMS, LAWSUITS, ACTIONS OTHER LEGAL PROCEEDINGS BY CUSTOMER, ANY CUSTOMER REPRESENTATIVE, OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH GEM'S PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT SHALL BE 100% OF THE AGGREGATE MONTHLY SERVICE FEES PAYABLE IN THE CONTRACT YEAR IN WHICH SUCH LIABILITY AROSE.

(b) Limitations of Liability, Duty To Mitigate. Each Party agrees that it has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of this Agreement; provided, however, that nothing in this Agreement shall be construed to require a Party to settle any strike or labor dispute in which it may be involved.

Section 9.2. Limitations of Liability, Survival. The provisions of this Article 9 shall survive expiration or termination of this Agreement.

ARTICLE 10.
BILLING AND PAYMENT; AUDIT RIGHTS

Section 10.1. Billing And Payment. On or before the tenth (10^{th}) day of each calendar month during the Services Term, GEM shall render to Customer (by regular mail, facsimile or other means permitted under Article 13) an invoice setting forth the Monthly Services Fee and, if applicable, the Optional Services Fee and the Annual Facility Maintenance Charge due for the next calendar month pursuant to Exhibit C; and the total amount of any other amounts, if any, due to GEM under this Agreement for the immediately preceding calendar month. Payment of any undisputed amounts contained in such invoice shall be made by Customer to GEM in immediately available funds at the invoice address provided in Exhibit B within thirty (30) days of receipt of the invoice; provided that, if such due date is not a Business Day, payment shall be due on the next Business Day following such date. Any disputed payments shall be resolved in accordance with Section 7.5 of this Agreement and upon resolution any payment due to GEM shall be made promptly thereafter. In the event that the netted amount of any invoice results in a payment being due to Customer from GEM, Customer shall notify

GEM of same and have the option to have such amount paid to it subject to the terms of this Section 10.1 from the date GEM receives such notification, or applied against any amounts Customer may owe GEM for the next calendar month and any subsequent calendar month until credited in full. Late payments shall accrue interest, for each day from the due date to the date of the payment, at a rate equal to the effective prime commercial lending rate for such day as published in the Wall Street Journal under "Money Rates;" provided, the interest rate shall never exceed the maximum lawful rate permitted by applicable Governmental Rule.

Section 10.2. Audits.

(a) GEM shall keep detailed accounts and records of all costs and expenses incurred in the performance of its obligations under this Agreement. Customer shall have the right, at its expense, to audit any costs, payments, or other supporting documentation pertaining to transactions under this Agreement to determine the accuracy of payments provided to GEM under this Agreement; provided that any such audits and inspections shall be limited to information relating to the Balancing Authority Services for the Sub-Balancing Authority Area, and provided, further, that (a) all costs billed pursuant to this Agreement shall be subject to audit for a period of one (1) year following the issuance of an invoice therefor and (b) no adjustment for any invoice shall be made unless an objection was made to such invoice no later than one (1) year following the issuance of an invoice therefor. Audits shall take place during normal business hours and at the offices where such accounts and records are maintained, unless otherwise agreed by the Parties. Customer agrees to use commercially reasonable efforts and reasonably work with GEM on the timing and scheduling of any audits undertaken by Customer. To the extent that audited information includes Confidential Information (as such term is defined in Article 14), the auditing Party shall comply with the confidentiality provisions of this Agreement as the Recipient Party with respect to such Confidential Information.

(b) During an audit of financial accounts set forth in Section 10.2(a), Customer has the right to verify GEM's operating environment to ensure that GEM is maintaining adequate controls and security measures as established for the Balancing Authority function by NERC, subject to restrictions in any applicable NERC Reliability Standards, Governmental Rules or Confidentiality obligations to other GEM customers.

(c) Audits shall be performed in a manner intended to minimize disruption to the Parties' respective businesses or the Parties' ability to perform its respective obligations under this Agreement. All such audits and verifications may be conducted during the term of this Agreement and for a period of one (1) year after the termination or expiration of this Agreement or such longer period as may be required by applicable law or regulations. To the extent that audited information includes Confidential Information, the auditing Party shall comply with the confidentiality provisions of this Agreement as the Recipient Party with respect to such Confidential Information.

(d) Without limiting the foregoing, GEM shall provide access to Customer and its Representatives to: (i) facilities where the Balancing Authority Services are being performed; (ii) GEM personnel providing the Balancing Authority Services; and (iii) interchange data and records in the possession of GEM relating to any of the Balancing Authority Services. Customer and its Representatives shall adhere to the legal and regulatory requirements, NERC and Regional Entity standards, and GEM security and safety policies regarding access that are in place at the time of the audit.

(e) GEM shall assist Customer and its Representatives as is reasonably required in connection with any audit. Subject to the applicable limitations imposed by GEM's confidentiality agreements with third parties, laws and regulatory requirements, NERC and Regional Entity standards, and GEM security and safety policies, GEM shall cooperate fully with Customer or its designees in connection with audit functions and with regard to examinations by regulatory authorities and shall, on a timely basis, furnish each such Person with requested information.

ARTICLE 11.
ASSIGNMENT; BINDING EFFECT

Section 11.1. Assignment. Other than as set forth in this Section 11.1, neither Party shall assign this Agreement or any of its rights or obligations hereunder (whether by operation of law or otherwise) to any person or entity without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, subject to any requirements of or restrictions imposed by NERC or any applicable Governmental Authority, either Party may, following notice, assign this Agreement to any entity which succeeds to all or substantially all of such Party's assets or business, without the consent of the other Party. This Agreement shall be binding on and inure to the benefit of the Parties and their successors and permitted assigns.

Section 11.2. Financing Assignments. Notwithstanding anything to the contrary in Section 11.1, either Party may, without the prior written consent of the other Party but with prior written notice, assign its rights to receive payment (but not its obligations) under this Agreement to any entity(ies) or institution(s) for the purposes of financing or refinancing the development, design, construction, or operation of the assigning Party's facilities.

Section 11.3. Party to Remain Responsible. No assignment permitted under this Article 11 shall relieve the assigning Party of any of its obligations, duties, liabilities, or financial responsibility hereunder unless and until (a) the assignee(s) agrees in writing to assume the obligations, duties, liabilities, and financial responsibilities of the assigning Party and in connection therewith cures any then existing payment defaults of the assigning Party and any then existing performance defaults that are capable of cure under this Agreement and (b) the non-assigning Party reasonably determines that the assignee(s) is no less technically and financially capable of performing the assigning Party's obligations and duties under this Agreement than was the assigning Party.

ARTICLE 12.
FORCE MAJEURE

Section 12.1. Notice of Claim of Force Majeure. If either Party is rendered unable by an event of Force Majeure to carry out, in whole or in part, its obligations under this Agreement, such Party shall, as soon as reasonably practicable after the occurrence of the event, give the other Party notice thereof, including full details of the Force Majeure event, the date of its commencement, the anticipated duration, if ascertainable, the performance of the Party claiming Force Majeure that is prevented by the Force Majeure event, and the actions being taken to mitigate the effects of the Force Majeure event.

Section 12.2. Performance Excused. During the pendency of the Force Majeure event but for no longer period, the Party claiming Force Majeure shall be excused, to the extent provided for in this Agreement, from the obligations under this Agreement that are prevented by the Force Majeure event.

Section 12.3. Mitigation. The Party claiming Force Majeure shall use commercially reasonable efforts to remedy the Force Majeure event with all reasonable dispatch; provided, however, that neither Party shall be required to settle any strike, walkout, lockout or other labor dispute on terms which, in the sole judgment of the Party involved in the dispute, are contrary to its interest, it being understood and agreed that the settlement of strikes, walkouts, lockouts or other labor disputes shall be entirely within the discretion of the Party having such dispute.

Section 12.4. Payment Obligations. During the pendency of any Force Majeure event affecting GEM, Customer shall be relieved from the obligation to pay all fees payable hereunder with respect to the Balancing Authority Services that GEM is prevented by the Force Majeure event from performing (which fees shall be pro-rated for the period of time during which the Force Majeure event exists), and if the Force Majeure event continues without interruption for a period exceeding sixty (60) days, Customer shall have the right to terminate this Agreement on at least thirty (30) days' notice with no Termination Fee. If there is a Force Majeure event affecting Customer or the Facility that adversely affects GEM's ability to provide the Balancing Authority Services, then such event shall not relieve Customer of its obligation to make payments under this Agreement; provided, however, that if the Force Majeure event continues without interruption for a period exceeding sixty (60) days, Customer shall have the right to terminate this Agreement on at least thirty (30) days' notice with and payment of theTermination Fee.

Section 12.5. Notice Of Ability To Resume Performance. As soon as the Party claiming Force Majeure is able to resume performance of its obligations excused as a result of the occurrence, such Party shall give prompt written notification thereof to the other Party.

ARTICLE 13.
NOTICES

All notices, requests, statements or payments shall be made to the addresses and persons specified in Exhibit B hereto. All notices, requests, statements or payments shall be made in writing, except (a) where this Agreement expressly provides that notice may be made orally and (b) notices of an operational nature may be provided by telephone, facsimile, or e-mail. Notices required to be in writing shall be delivered by hand delivery, overnight delivery, facsimile, or e-mail. A Party may change its address or the persons specified in Exhibit B by providing notice of the same in accordance herewith.

ARTICLE 14.
CONFIDENTIALITY OBLIGATIONS

Section 14.1. Confidential Information Defined.

(a) Information Deemed Confidential. For purposes of this Agreement, "Confidential Information" means (i) all information, including trade secrets and proprietary information (including financial information and information regarding contractual relationships, business and pricing forecasts, licensing and regulatory compliance techniques, business processes, sales, and marketing plans), in whatever form, or technology, including GEM Technology, or information related to technology or GEM Technology, that is furnished by either Party (the "Disclosing Party") or its Representatives to the other Party (the "Recipient Party") or its Representatives, and that the Disclosing Party or any of its Representatives designate as confidential or that should reasonably be viewed as confidential by the Recipient Party; (ii) all information of a commercial nature or which concerns the cost, design, operation, maintenance, scheduling, output and other economic aspects of GEM or the Customer or the Facility, whether exchanged orally or in written or electronic form; (iii) all information that is metered or telemetered with respect to the Sub-Balancing Authority Area; (iv) the substance of any discussions or negotiations between the Disclosing Party and the Recipient Party or any Representatives relating to any of the foregoing; and (v) all notes, reports, documents, analyses, compilations, forecasts, studies, synopses, and other materials of a Party or any of its Representatives that reflect, interpret, evaluate, or are derived from any of the foregoing; and (vi) all information obtained by either Party from the other Party relating to this Agreement, in whatever form.

(b) Information Not Deemed Confidential. Confidential Information does not include information which: (i) is or becomes generally available to the public other than as a direct or indirect result of an intentional or inadvertent disclosure by the Recipient Party or any of its Representatives, or anyone to whom the Recipient Party or any of its Representatives transmits the information; (ii) was available to the Recipient Party prior to its disclosure to the Recipient Party by the Disclosing Party or any of the Disclosing Party's Representatives, provided that such information is not known to the Recipient Party to be subject to another confidentiality agreement with, or other obligation of secrecy to, the Disclosing Party or another party; (iii) becomes available to the Recipient Party from a source other than the Disclosing Party or any of the Disclosing Party's Representatives, provided that such source is not known to the Recipient Party to be subject to another confidentiality agreement with, or other obligation of secrecy to, the Disclosing Party or another party; or (iv) is independently developed by the Recipient Party, other than in connection with this Agreement.

Section 14.2. Nondisclosure Of Confidential Information. Except as set forth in this Section 14.2 and in Section 14.3, the Recipient Party shall not disclose any Confidential Information to any Person, and shall safeguard each and all of the Confidential Information from unauthorized disclosure in accordance with the terms of this Article 14.

(a) The Recipient Party may disclose Confidential Information to any of its Affiliates, and any of its or any such Affiliate's Representatives, but only if such Persons need to know the Confidential Information for purposes permitted by this Agreement and are notified of the confidential nature of the information and have agreed to keep with Confidential Information confidential; provided, however, that GEM may not disclose Confidential Information to any employees of any Affiliates of GEM that are engaged in developing, owning or operating bulk electric system electric generation facilities or trading in energy commodities. Each Party agrees to be responsible for any unauthorized disclosure of any Confidential Information by any Persons to which such Party is permitted to disclose Confidential Information under this Agreement.

(b) GEM may disclose Confidential Information to any Balancing Authority, Transmission Operator, or Reliability Coordinator, or any Representative of any such Person, who needs to know such information in connection with the performance of this Agreement. GEM agrees to notify each such Person of the confidential nature of such information, if the sharing of the information is not covered by non-disclosure agreements between GEM and such Person, and to be responsible for any unauthorized disclosure of such information by such Persons.

Section 14.3. Disclosure to Regional Entity, NERC, and Governmental Authorities. Either Party may disclose Confidential Information to a Regional Entity, NERC and any Governmental Authority requesting such Confidential Information, provided that unless the disclosure is the result of a normal compliance enforcement and monitoring activity, to the extent practicable and legally permissible, (i) prior to disclosure, the Recipient Party shall inform the Disclosing Party of the substance of any requirements so that the Disclosing Party may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of an injunction or other protective relief to prohibit such disclosure, and (ii) such disclosure is limited to the extent necessary to comply with such Governmental Authority.

Section 14.4. Remedies. Any violation of Article 14 of this Agreement may cause irreparable harm to the Disclosing Party. Accordingly, the Disclosing Party shall be entitled to seek injunctive relief enjoining and restraining any violation in addition to any other rights or remedies at equity or law including temporary restraining orders, preliminary injunctions and permanent injunctions, without the necessity of posting a bond or making any undertaking in connection therewith and without the necessity of proving actual damages. Any such requirement of a bond or undertaking is hereby waived by the Recipient Party, and the Recipient Party acknowledges that in the absence of such a waiver, a bond or undertaking might be required by the court. Such remedy shall not be the exclusive remedy for any breach of Article 14 of this Agreement, but shall be in addition to all other rights and remedies available at law or in equity.

ARTICLE 15. MISCELLANEOUS

Section 15.1. Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof. Except for any matters, which, in accordance with the express provisions of this Agreement, may be resolved by oral agreement between the Parties, and no amendment, modification or change herein shall be enforceable unless reduced to writing and executed by both Parties.

Section 15.2. Governing Law. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY FEDERAL LAW WHERE APPLICABLE, AND, WHEN NOT IN CONFLICT WITH OR PREEMPTED BY FEDERAL LAW, SHALL BE GOVERNED BY AND CONSTRUED, ENFORCED AND PERFORMED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. Each party to this Agreement acknowledges that it has been induced to execute and deliver, or change its position in reliance upon the benefits of, this Agreement by, among other things, the mutual waivers and certifications in this Section.

Section 15.3. Interconnection Agreement. To the extent that any provisions of a generating facility interconnection agreement conflict with any of the provisions of this Agreement, such provisions of the interconnection agreement shall govern, and the Parties shall as soon as practicable amend this Agreement as necessary and appropriate to conform to such provisions of the interconnection agreement; provided, however, that, to the extent that any provisions of the interconnection agreement conflict with any NERC Reliability Standards, such NERC Reliability Standards shall govern. If Customer has not already done so prior to the Effective Date, Customer shall, as soon as reasonably practicable after the Effective Date, provide GEM with a copy of the interconnection agreement and shall promptly notify GEM of any subsequent amendments to the interconnection agreement that become effective during the Contract Term or thereafter if GEM is providing Customer Balancing Authority Services pursuant to the terms of this Agreement.

Section 15.4. Non-Waiver. No waiver by either Party of (a) the performance of any provision of this Agreement by the other Party, (b) any one or more Event of Default by the other Party in the performance of any of the provisions of this Agreement, or (c) any of such Party's rights under this Agreement shall be construed as a waiver of any other performance, Event of Default, or rights, whether of a like kind or different nature.

Section 15.5. Severability. Except as otherwise provided in this Agreement, any provision or article declared or rendered unlawful by a Governmental Authority with jurisdiction over the

Parties, or deemed unlawful because of a change in Governmental Rule, shall not affect the validity, legality, and enforceability of the remaining provisions and articles of this Agreement.

Section 15.6. PUHCA Compliance.

(a) In the event that GEM reasonably determines that it may become subject to the provisions of PUHCA 2005, as a public utility company as a result of its rights or obligations under this Agreement, GEM shall promptly notify Customer in writing, prior to initiating the terms of this Section, and GEM and Customer shall negotiate in good faith for a reasonable period of time to amend this Agreement to prevent or remedy such applicability of PUHCA 2005 so that GEM does not become or will no longer be subject to the provisions of PUHCA 2005 as a public utility company; provided, however, that GEM shall have the right to immediately or at any time thereafter take any action specifically required by the FERC with respect to the provision of Balancing Authority Services so that GEM does not become or will no longer be subject to the provisions of PUHCA 2005 as a public utility company. If the Parties are unable to mutually agree upon appropriate amendments to this Agreement consistent with this Section 15.6(a), then either Party shall have the right to terminate this Agreement upon written notice to the other Party. Notwithstanding anything in this Agreement to the contrary, if GEM determines in good faith that GEM must, immediately or any time after providing notification to Customer pursuant to this Section 15.6(a), terminate this Agreement to avoid becoming or being subject to the provisions of PUHCA 2005 as a public utility company, then GEM shall have the right to terminate this Agreement upon written notice to Customer, and GEM shall not be required to negotiate with Customer as otherwise required under this Section 15.6(a); provided, however, that GEM shall, to the maximum extent practicable without becoming subject to the provisions of PUHCA 2005 as public utility company, provide Customer with as much advance prior written notice of termination as possible and use all commercially reasonable efforts to avoid terminating this Agreement pursuant to this Section 15.6(a).

(b) The Parties also recognize that every generating facility connected to the North American transmission system must be part of and associated with a Balancing Authority in order to ensure the secure and reliable operation of the North American transmission system and that, in the event GEM were to determine that termination of this Agreement is required under this Section 15.6, the Customer would need to transition to another Balancing Authority. Accordingly, in the event that GEM terminates this Agreement pursuant to this Section 15.6 the Parties shall work to effectuate the transition of the Customer to another Balancing Authority as expeditiously as possible and:

(i) GEM shall, until such time as the Customer is transitioned to another Balancing Authority:

(A) use commercially reasonable efforts to provide Balancing Authority Services to Customer at the Monthly Services Fee or such other compensation as mutually agreed upon by the Parties, and

(B) if requested by Customer in writing, provide Transition Assistance in connection with the transition of the Customer to another Balancing Authority.

Section 15.7. Headings. The headings used for the sections and articles herein are for convenience and reference purposes only and shall in no way affect the meaning or interpretation of the provisions of this Agreement.

Section 15.8. No Third Party Beneficiaries. Except as provided in Article 8, nothing in this Agreement, express or implied, is intended to confer on any Person, other than the Parties to this Agreement, any right or remedy of any nature whatsoever.

Section 15.9. Relationship Of The Parties. The Parties are independent contractors, and shall not be deemed to be partners, joint venturers or agents of each other for any purpose, including for purposes of any taxes or for workers' compensation or liability purposes. Nothing contained in this Agreement shall be construed to create a partnership, joint venture, agency or other relationship that may invoke fiduciary obligations between the Parties.

Section 15.10. Accommodation of Financing Parties. To facilitate the procurement or maintenance of financing or refinancing by Customer or any purchaser of the output from the Facility, GEM shall cooperate with Customer in good faith, at Customer's expense, in such financing or refinancing efforts and shall agree to reasonable modifications of this Agreement and to take other reasonable actions as may be requested to protect the interest of any Persons providing such financing; provided that such modifications or actions do not materially adversely affect GEM's rights or duties under this Agreement.

Section 15.11. Counterparts. This Agreement may be executed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

Section 15.12. Telephone Recordings. Except to the extent otherwise expressly provided in this Agreement, the Parties intend that telephonic communications between the Parties may be recorded as a matter of normal course in the administration of this Agreement. Each Party agrees that it will not contest or assert any defense (except a defense that the tapes or other recording device are not authentic or have been actively tampered with) to the validity or enforceability of such telephonic communications under laws relating to whether certain agreements are to be in writing or signed by the Party to be thereby bound or the authority of any employee of such Party to make such communication. Each Party consents to the recording of its representatives' telephone conversations without any further notice. Nothing contained in this Section 15.12 shall be construed as in anyway limiting a Party's ability to challenge the admissibility, authenticity or veracity of a telephone communication.

Section 15.13. Construction. This Agreement and any documents or instruments delivered pursuant hereto shall be construed without regard to the identity of the Party who drafted the various provisions of the same. Each and every provision of this Agreement and such other documents and instruments shall be construed as though the Parties participated equally in the drafting of the same. Consequently, the Parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting Party shall not be applicable either to this Agreement or such other documents and instruments.

Section 15.14. Exhibits. The exhibits attached to this Agreement form an integral part of this Agreement, and any and all exhibits referred to in this Agreement are, by such reference, incorporated herein and made a part hereof for all purposes.

Section 15.15. No Publicity. Neither Party shall refer to the other party directly or indirectly in any media release, public announcement, or public disclosure relating to this Agreement or its subject matter, in any promotional or marketing materials, lists, or business presentations, without prior written consent from the other Party for each such use.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed on its behalf by its duly authorized representative, effective as of the Effective Date. This Agreement shall not become effective as to either Party unless and until executed by both Parties.

Gridforce Energy Management, LLC

By: ______________________

Its: Managing Director

TransAlta Centralia Generation LLC

By: ______________________

Its: President, TCG

EXHIBIT A

This Exhibit expressly identifies the requirements of the NERC Reliability Standards for which Customer is either solely or jointly responsible. For the avoidance of doubt, the responsibilities identified for GEM do not limit GEM's obligations as a Balancing Authority or GEM's responsibilities to provide Balancing Authority Services under this Agreement.

Defined terms used but not defined in this Exhibit have the definitions set forth in the NERC Glossary of Terms Used in NERC Reliability Standards.

Reliability Standard: BAL-001

BA Obligation[1]: A Balancing Authority must ensure that they are operating to specified performance parameters, CPS 1 and CPS 2.

Customer Obligation(s)[2]**:**

1. Customer must ensure that GEM has the ability to control Customer's internal generation resources or contractually obligated resources to meet BAL-001 (support frequency and operate within established ACE bandwidth requirements).
2. Customer must allow for installation of, and support, equipment needed to transmit data necessary to evaluate performance and to control Customer's internal generation resources or contractually obligated resources within established operating parameters.
3. Customer must implement direction provided by GEM to manage this obligation, i.e. operate at specified generation levels, operate Customer's internal generation resources or contractually obligated resoures with automatic generation control in-services, and adjust Interchange Schedules

Reliability Standard: BAL-002

BA Obligation: A Balancing Authority must have access to, and monitor, generation (internal resources or contractually obligated resources) that can be deployed in adequate time to recovery from the most severe single contingency within its Balancing Authority Area and support other BAs (that are participants in Reserve Sharing Groups and/or with whom bi-lateral agreements exist or who have requested emergency assistance).

Customer Obligations(s):

1. Customer must allow for installation of, and support 24 x 7, equipment needed to transmit data necessary to monitor generation configuration, generation levels, and generation limits.
2. Customer must ensure that there is adequate unloaded capacity on Customer's internal generation resources, or contractually obligated resources, that will respond to required reserve deployment levels within 10 minutes.
3. Customer must ensure that they have a PSE, or arrangements with a PSE, to support any required Interchange Schedule obligations to support the delivery of reserves, including arrangements of transmission 24 x7.
4. Customer must participate as a member, or agree to implement procedures established by the Reserve Sharing Group that GEM is a member of.
5. Customer must respond to GEM data requests to assist in identification of the most severe single contingency and third party resources for contingency reserve obligations.

Reliability Standard: BAL-003_Current

BA Obligation: The Balancing Authority must establish, and implement, an appropriate frequency bias setting to calculate the proper amount of frequency support that should be provided to the Interconnect.

Reliability Standard: BAL-003-1

BA Obligation: The Balancing Authority must establish, and implement, an appropriate frequency bias setting to calculate the proper amount of frequency support that should be provided to the Interconnect.

Customer Obligation(s):

1. The customer must ensure that the proper amount of frequency support is available to deploy, and is actually deployed, at all time, using internal resources (or third party arrangements).
2. The Customer must ensure that governors (or similar functioning equipment) on internal generation are properly responding to frequency deviations.

[1] BA Obligations are included as a general description of the services provided by GEM for discussion purposes. The actual BA requirements are listed in approved NERC Reliability Standards.

[2] Customer Obligations are necessary to ensure that GEM can maintain compliance with a portion, or all of the requirements, applicable to a BA. If there is no Customer Obligation identified under a Reliability Standard GEM is solely responsible for managing the actual BA requirements listed under the Reliability Standard.

3. The Customer must ensure the Customer generation resources are not deployed at levels that will prevent proper response for frequency deviations, up to the Customers share of the Balancing Authority Frequency Response Obligation.

4. The Customer must join, participate, and or operate (and settle) in accordance with FRSG rules if an FRSG is available unless customer agrees to wear full responsibility for failure to meet its required share of Frequency Response Obligation.

Reliability Standard: BAL-004

BA Obligation: The Balancing Authority must participate in manual time error corrections initiated by the Reliability Coordinator.

Reliability Standard: BAL-004-WECC

BA Obligation: The Balancing Authority must track and record hourly primary inadvertent for determination of on and off peak totals. The Balancing Authority must operate with the Automatic Time Error Correction in the ACE calculation within the appropriate limits.

Customer Obligation(s):

1. The customer must ensure that the month end totals in Customer's primary inadvertent account are within established limits, i.e. 150% of previous years maximum hourly generation output (generation-only BA) or 150% of previous years hourly peak demand (load-serving BA).

2. The Customer must start, and operate, generation resources, if necessary, to ensure that the balances are within limits, at the direction of GEM.

Reliability Standard: BAL-005

BA Obligation: The Balancing Authority must properly calculate and control to its Area Control Error, taking into account any of the following data sources; regulation service, dynamic transfers, Tie Lines, Interchange Schedules, ramps and frequency.

Customer Obligation(s):

1. Customer must allow for installation of, and support real time 24 x 7, equipment needed to collect and transmit data at the required scan rates necessary to calculate ACE, as identified by GEM.

2. Customer must ensure that they have a PSE function, or arrangements with a PSE function, to meet Interchange Scheduling obligations, including arrangements of transmission, managing real time adjustments, and electronic tag creation 24 x7.

3. Customer must notify and coordinate with GEM, and appropriate entities, prior to receiving or offering Regulation Services.

4. Customer must operate an adequate portion of internal generation resources in automatic generation control, -or make arrangements (properly coordinated with GEM in advance) for remote resources to respond to signals from GEM's EMS to maintain ACE and support interconnection frequency.

5. Customer must ensure that the PSE function understands the obligation ensure that Interchange Schedules must be reflective of actual physical ramping capability of generation resources (internal or imports) and the requirement to maintain, at minimum, unloaded generation capacity to support 10 minute reserve deployment and regulation up to the customer frequency response obligation (unless adequate arrangements are in place from remote resources, as coordinated with GEM and appropriate parties.

6. Customer must notify GEM of loss of power events that impact field equipment necessary to collect and transmit data at the required scan rates necessary to calculate ACE, as identified by GEM.

7. Customer shall notify GEM of any planned or unplanned meter testing or calibration that it has knowledge of or is responsible for.

8. Customer shall notify GEM of any planned or unplanned maintenance or testing of Remote Terminal Units that are connected to equipment needed to collect and transmit data at the required scan rates necessary to calculate ACE, as identified by GEM.

Reliability Standard: BAL-006

BA Obligation: The Balancing Authority must capture and store appropriate data for the calculation of hourly inadvertent interchange based on data verified with appropriate Balancing Authorities.

Customer Obligation(s):

1. Customer must install or enable GEM's access to adequate metering owned and maintained by the adjacent BA, at Customer Interconnection points with neighboring BAs, that is needed to collect MWh readings.
2. Customer must ensure that they have a PSE function, or arrangements with a PSE function, to meet Interchange Scheduling obligations, including arrangements of transmission, managing after-the-fact adjustments, and electronic tag creation 24 x7.

Reliability Standard: COM-001

<u>BA Obligation:</u> To establish Interpersonal Communication capabilities necessary to maintain reliability.

<u>Customer Obligation(s):</u>

1. Customer must allow for installation of, and support real time 24 x 7, equipment needed to collect and transmit data at the required scan rates necessary to calculate ACE, as identified by GEM.
2. Customer must provide GEM with normal and emergency contact information.
4. Customer will initiate and/or participate in testing of emergency communication devices

Reliability Standard: COM-002-4

<u>BA Obligation:</u> To improve communications for the issuance of Operating Instructions with predefined communications protocols to reduce the possibility of miscommunication that could lead to action or inaction harmful to the reliability of the Bulk Electric System (BES).

<u>Customer Obligation(s):</u>

1. Customer must ensure that they have a power marketing function, or arrangements with a power marketing function, to meet Interchange Scheduling obligations, including arrangements of transmission, managing real time adjustments, and electronic tag creation 24 x7.
2. Customer must ensure adequate staff is available to respond to real time emergency conditions.
3. Customer must ensure its staff is aware of the obligation to implement Operating Instructions issued during emergency conditions and to use three-part communication practices.

Reliability Standard: CIP Version 5 or Subsequent Versions

<u>BA Obligation:</u> The Balancing Authority must establish, maintain, and implement, as applicable, a cyber security program for BES Cyber Systems.

<u>Customer Obligation(s):</u>

1. Customer shall work with GEM to develop and implement required processes and procedures required as part of the BA cyber security program.
2. Customer acknowledges that GEM will manage a CIP-002 methodology for the BA function BES cyber assets the BA CIP Senior Manager to review the BA methodology, and its application, for identification of BES Cyber Systems annually.
3. Customer will respond to data requests by GEM, necessary for GEM to appropriately apply its CIP-002 methodology for the BA function.
4. Customer will notify GEM if Customer expects to identify, or another party to identify, any internal assets as a BES Cyber Asset/System.

Reliability Standard: EOP-001

<u>BA Obligation:</u> The Balancing Authority must develop and maintain appropriate emergency plans that are coordinated and shared with the appropriate reliability entities.

<u>Customer Obligation(s):</u>

1. Customer shall respond to information requests by GEM that are necessary for the implementation of appropriate emergency plans.
2. Customer shall implement direction provided by GEM during emergency conditions.
3. Customer must ensure that they have a power marketing function, or arrangements with a power marketing function, to meet Interchange Scheduling obligations, including arrangements of transmission, managing real time adjustments, and electronic tag creation 24 x7.
4. Customer must manage any fuel delivery requirements during emergency conditions and notify GEM of any concerns.

5. Customer must manage any environmental requirements during emergency conditions and notify GEM of any concerns.
6. Customer must manage any local communications relating to emergency conditions and notify GEM of any concerns.
7. Customer must have a process to ensure there are adequate staffing levels during emergency conditions and notify GEM of any concerns.
8. Customer should provide GEM Customer maintained documentation or procedures, and any updates, that GEM should be aware of which could impact Customer during emergency conditions, such as fuel switching, environmental constraints, load management procedures, fuel optimization procedures, and required notifications (including any governmental agencies).

Reliability Standard: EOP-002

BA Obligation: The Balancing Authority must develop and maintain appropriate capacity and energy emergency plans that are coordinated and shared with the appropriate reliability entities.

Customer Obligation(s):

1. Customer shall respond to information requests by GEM that are necessary for the implementation of appropriate emergency plans.
2. Customer shall implement direction provided by GEM during emergency conditions.
3. Customer must ensure that they have a PSE function, or arrangements with a PSE function, to meet Interchange Scheduling obligations, including arrangements of transmission, managing real time adjustments, and electronic tag creation 24 x7.

Reliability Standard: EOP-003

BA Obligation: The Balancing Authority must develop, maintain and implement appropriate load shed plans that are coordinated and shared with the appropriate reliability entities.

Customer Obligation: None. The Facility's Sub-Balancing Authority Area does not include Load.

Reliability Standard: EOP-004

BA Obligation: The Balancing Authority must develop and maintain appropriate event reporting plan that is coordinated and shared with the appropriate reliability entities.

Customer Obligation(s):

1. Customer shall notify GEM, if Customer experiences the following type of events as soon as possible, if applicable, for GEM to report as appropriate:
   a. Damage or destruction of the Facility that results in actions to avoid a BES Emergency.
   b. Damage or destruction of the Facility that results from actual or suspected intentional human action
   c. Total generation loss, within one minute, of equal to or greater than 2,000 MW.
   d. A cyber event that could potentially impact reliability (OE-417 requirement).
   e. Fuel supply emergencies that could impact reliability (OE-417 requirement).
2. Customer shall be responsible for EOP-004 reporting obligations for the following types of events, if applicable:
   a. Any events where Customer has an obligation to report to GEM but did not provide the report with adequate time for GEM to report to appropriate entities.
   b. The unexpected loss within its area, contrary to design, of three or more BES Elements caused by a common disturbance (excluding successful automatic reclosing)
   c. Physical threats to the Facility(ies), excluding weather or natural disaster related threats, which has the potential to degrade the normal operation of the Facility. OR, Suspicious device or activity at the Facility. (Do not report theft unless it degrades normal operation of the Facility).
3. Customer shall notify GEM of any events that occur where Customer is experiencing an event where the Customer is the party responsible for Reporting.
4. Customer shall be responsible for reporting and coordination with local governmental authorities, emergency responders and law enforcement and will provide GEM with updates as appropriate.

Reliability Standard: EOP-008

<u>BA Obligation:</u> The Balancing Authority must develop and maintain appropriate functionality and plans for loss of primary control center functionality.

Reliability Standard: INT-004

<u>BA Obligation:</u> The Balancing Authority must ensure that dynamic transfers are properly scheduled to support congestion management processes used within the Interconnection.

<u>Customer Obligation(s) (Not Applicable to Customers that are not using dynamic transfers (Dynamic Schedules or Pseudo Ties)):</u>

1. The Customer shall ensure that their PSE is aware of the obligation to submit Requests for Interchange (submit electronic tags) for any dynamic transfers being implemented to serve load.
2. The Customer shall ensure that their PSE is aware of the obligation to update Confirmed Interchange (approved electronic tags) for future hours based on previous hour flows on dynamic transfers under the following conditions:
   a. For 250 MW or greater dynamic transfers, if the actual hourly integration of a dynamic transfer deviates from the Confirmed Interchange (forecasted interchange on an electronic tag) by more than 10% and is expected to persist.
   b. For less than 250 MW dynamic transfers, if the actual hourly integration of a dynamic transfer deviates from the Confirmed Interchange (forecasted interchange on an electronic tag) by more than 25 MWs and is expected to persist.
   c. Notification by the Reliability Coordinator or Transmission Operator of a required update.

Reliability Standard: INT-006

<u>BA Obligation:</u> The Balancing Authority must approve or deny Arranged Interchange within applicable timing requirements.

<u>Customer Obligation(s):</u>

1. Customer shall ensure that their PSE is aware of the timing obligations for submission and approval of electronic tags.
2. Customer shall ensure that their PSE is aware of the obligation to adjust Scheduled Interchange if Customer will not be capable of supporting the magnitude of the Interchange.
3. Customer shall ensure that their PSE is aware the GEM must curtail Confirmed Interchange if Customer will not be capable of supporting the magnitude of the Interchange and there is no ability to resupply or request assistance from an RSG.

Reliability Standard: INT-009

<u>BA Obligation:</u> The Balancing Authority must operate to the BA-to-BA agreed upon Confirmed Interchange value, including real time signals that support dynamic transfers.

<u>Customer Obligation(s):</u>

1. Customer must allow for installation of, and support real time 24 x 7, equipment needed to collect and transmit dynamic transfer data at the required scan rates necessary to calculate ACE, as identified by GEM.
2. Customer must ensure that they have a PSE function, or arrangements with a PSE function, to meet Interchange Scheduling obligations, including arrangements of transmission, managing real time adjustments, and electronic tag creation 24 x7.
3. Customer must notify and coordinate with GEM, and appropriate entities, prior to implementing a dynamic transfer.
4. Customer must ensure that the PSE function understands the obligation ensure that Interchange Schedules must be reflective of actual physical ramping capability of generation resources (internal or imports).

Reliability Standard: INT-010

<u>BA Obligation:</u> The Balancing Authority must ensure that a Request for Interchange (after-the-fact) is implemented properly for energy sharing agreements (reserve sharing deliveries and receipts) and Interchange Schedules directed by the Reliability Coordinator.

<u>Customer Obligation(s):</u>

1. Customer must ensure that they have a PSE function, or arrangements with a PSE function, to meet Interchange Scheduling obligations, including arrangements of transmission, managing after-the-fact electronic tag creation 24 x7.

Reliability Standard: IRO-001, IRO-004, IRO-005, IRO-006, IRO-006-WECC, and TOP-001

BA Obligation: The Balancing Authority must implement directives issued by the Reliability Coordinator. The Balancing Authority must curtail Interchange Transactions to support congestion management procedures. The Balancing Authority must render all available emergency assistance to others as requested provided the requesting entity has implemented comparable emergency procedures.

Customer Obligation(s):

1. Customer shall implement direction provided by GEM in anticipation of or during emergency conditions.
2. Customer must ensure that they have a PSE function, or arrangements with a PSE function, to meet Interchange Scheduling obligations, including arrangements of transmission, managing real time adjustments, and electronic tag creation 24 x7.
3. Customer must ensure adequate staff is available to respond to real time emergency conditions.
4. Customer must ensure its staff is aware of the obligation to use implement directives issued during emergency conditions and to use three-part communication practices.
5. Customer must notify GEM immediately if implementation of a directive would violate safety, equipment, or regulatory or statutory requirements.

Reliability Standard: IRO-010, TOP-001, TOP-002, TOP-003, TOP-005 and TOP-006

BA Obligation: The Balancing Authority must provide data and information requested by the Reliability Coordinator (or other reliability entities) in the appropriate format.

Customer Obligation(s):

1. Customer must identify BES equipment at its facilities for GEM.
2. Customer must identify any non-BES equipment at its facilities that have been identified by another entity has having an impact on the BES.
3. Customer must make the following status point and data available to GEM for the identified BES and non-BES equipment:
    a. real time status points (breakers, disconnects, switches, AVR, PSS)
    b. real time MW
    c. real time MVAR
    d. real time kv at all busses and points of interconnection
    e. dynamic SOLs (MW), not applicable
    f. real time load-tap-changer tap position on assets with a high-side > 100 kV, not applicable
    g. SPS/RAS status, not applicable
    h. Generator RMP
    i. Generator high and low AGC limits
    j. Generator emergency high and low limits
    k. Generator auxiliary meters
    l. Generator Net MW
    m. Generator Gross MW
    n. Generator ramp capability (MW)
    o. Status of rotating reactive resources, not applicable
    p. Status of static reactive resources, not applicable
    q. status of protective relays that impact BES equipment or identified non-BES equipment
4. Customer must provide GEM information on planned outages (derates by 50 MW or more) of BES equipment and identified non-BES equipment (including voltage regulating equipment, AVR, PSS, metering, control and communications equipment) in advance, to ensure GEM is able to submit the information into the coordinated outage system (COS) by at least 10 AM PPT at least 4 business days prior to the start of the scheduled outage.

5. Customer must provide GEM information of unplanned outages (derates by 50 MW or more) of BES equipment and identified non-BES equipment if the equipment will be out-of-service for 1 hour or more, to ensure GEM is able to submit the information into COS.
6. Customer must provide GEM information on planned outages of RAS, SPS, and protective relays, if applicable to ensure GEM is able to submit the information into the coordinated outage system (COS) by at least 10 AM PPT at least 4 business days prior to the start of the scheduled outage.
7. Customer must call GEM by phone prior to initiating a planned outage of BES equipment and identified non-BES equipment, AVR and PSS, and wait to initiate the outage until GEM verifies that the RC has been notified by phone.
8. Customer must notify GEM by phone of an unplanned outage of BES equipment and identified non-BES equipment, AVR and PSS.
9. Customer must provide information needed to support modeling activity to appropriate entities, upon request.
10. Customer must provide facility ratings information and updates to GEM for distribution to the RC and appropriate reliability entities, if requested.
11. Customer must provide one lines and updates to GEM for distribution to the RC and appropriate reliability entities, if requested.
12. Customer shall provide the state, city, longitude, and latitude for each substation with BES equipment or identified non-BES equipment.
13. Customer shall provide hourly load forecasts for EIDE submission (current day through the next 4 business days). Not applicable.
14. Customer shall provide an hourly generation output forecast for EIDE submission (current day through the next 4 business days)
15. Customer shall provide procedures, as appropriate, to GEM that should be provided to the Reliability Coordinator which could cause an inability to follow directives.
16. Customer shall provide information on protective relays for distribution to the Reliability Coordinator.
17. Customer shall provide information voltage schedules that the customer operates to for distribution to the Reliability Coordinator.

Reliability Standard: PER-001

BA Obligation: The Balancing Authority must have evidence of appropriate authority to take and direct action to maintain reliability.

Customer Obligation(s):

1. Customer must provide a letter acknowledges GEM's authority to direct action to maintain system reliability.

Reliability Standard: PER-002

BA Obligation: The Balancing Authority must have appropriately certified operating personnel.

Reliability Standard: PER-005

BA Obligation: The Balancing Authority must develop, maintain and implement a systematic approach to training for its certified operating personnel.

Reliability Standard: PRC-001

BA Obligation: The Balancing Authority must be familiar with the purpose and limitation of protection systems applied in its area.

Customer Obligation(s):

1. Customer must provide GEM with appropriate information on the purpose and limitation of protection systems applied in its area (generally any customer developed training on protection systems will be sufficient)
2. Customer should provide GEM with information on any changes or updates to protection systems that impact the purpose of limitation of the protection system.
3. Customer must notify GEM and appropriate entities of the identification of a protective relay failure.
4. Customer must notify GEM of any SPS or RAS that impact Customer equipment. Not applicable.

5. Customer must notify GEM of the status of any SPS or RAS that the Customer owns and will enable real time telemetry of status if requested. Not applicable.

Reliability Standard: TOP-002

BA Obligation: The Balancing Authority must ensure that there are normal operations planning procedure being utilized by operating personnel.

Customer Obligation(s):

1. Customer must ensure that they have a PSE function, or arrangements with a PSE function, to provide 7-day forecasted Scheduled Interchange (generation output), established Scheduled Interchange in advance of the operating day, establish Interchange Schedule curtailment prioritization day ahead and real time, meet real time Interchange Scheduling obligations (including arrangements of transmission managing real time Interchange Schedule adjustments, and electronic tag creation 24 x7).
2. Customer must ensure that the PSE function understands the obligation ensure that Interchange Schedules must be reflective of actual physical ramping capability of generation resources (internal or imports) and the requirement to maintain, at minimum, unloaded generation capacity to support 10 minute reserve deployment and regulation up to the customer frequency response obligation (unless adequate arrangements are in place from remote resources, as coordinated with GEM and appropriate parties.
3. Customer must provide a long term outage plans, and updates as plans change.
4. Customer must notify GEM of real time changes in real output capability.
5. Customer must manage to any additional outage coordination requirements established by other reliability entities, such as the interconnected TOP.

EXHIBIT B
NOTICES AND INVOICE ADDRESSES;
OPERATING REPRESENTATIVES;
<u>BALANCING AUTHORITY SERVICES REPRESENTATIVES</u>

GEM: <u>NOTICES & CORRESPONDENCE</u>: [redacted] <u>OPERATING REPRESENTATIVE</u>: [redacted] BALANCING AUTHORITY SERVICES COMMITTEE ALTERNATE: [redacted]	 <u>INVOICES & PAYMENTS</u>: [redacted]

Customer	
NOTICES, & CORRESPONDENCE: [redacted] [redacted] [redacted]	INVOICES & PAYMENTS: [redacted] [redacted] [redacted]
OPERATING REPRESENTATIVE: [redacted] BALANCING AUTHORITY SERVICES COMMITTEE ALTERNATE: [redacted]	DISPATCH REPRESENTITIVES: Preschedule Contact Cash Desk: (403) 267-6901 Real Time Contact West Real Time: (403) 267-6956

EXHIBIT C

FEE SCHEDULE

(a) Charges and Payments. Customer shall be responsible for payments to GEM and GEM shall be responsible for payments to Customer as follows:

1.	Certification Services Fee	Customer shall pay GEM a Certification Services fee of [redacted] at the start of the Contract Term.
2.	Annual Facility Maintenance Charge	Customer shall pay GEM an Annual Facility Maintenance Charge of [redacted] for maintenance of equipment and software owned or controlled by GEM to provide Services under this Agreement. Such payment shall be made at the beginning of the month in which the Contract Term begins and annually thereafter at the beginning of the first month of each Contract Year.
3.	Monthly Services Fee.	Customer shall pay GEM the following monthly fees (the "Monthly Services Fee") commencing at the beginning of the month in which the Services Term begins and each month thereafter during which GEM provides Balancing Authority Services to Customer. (i) GEM's Monthly Service Fee in the amount of [redacted] per month. (ii) The RSG Administration Service Fee of [redacted] per month. (iii) The communication circuit cost [redacted] per month. The Monthly Services Fee shall be prorated for any partial month on the basis of the actual number of days in such month, and, as necessary, in accordance with Section 12.4 of this Agreement. GEM's Monthly Services Fee and any Optional Services Fee shall be adjusted annually according to the CPI Index as published by the Bureau of Labor Statistics.
4.	GEM's Monthly Services Fee Adjustment During Continuation Assistance	GEM's Monthly Services Fee shall be adjusted as follows each month during which GEM is providing Continuation Assistance after a Customer Event of Default or a Section 2.5(g) Termination notice by GEM:

Month After Customer Event of Default or a Section 2.5(g) Termination notice by GEM	Adjustment
1	40%
2	80%
3	120%
4	160%
5 or more	200%

For the avoidance of doubt, the first month after a Customer Event of Default or a Section 2.5(g) Termination notice by GEM, GEM's Monthly Service Fee will be increased by 40%, and the second month after a Customer Event of Default or a Section 2.5(g) Termination notice by GEM, GEM's Monthly Service Fee will be increased by 80%, and so on. For example, for a Customer Event of Default occurring on December 15, the 40% increase would apply to the January 10th invoice.

5. Reimbursement for Transition Assistance — Customer shall reimburse GEM for all out-of-pocket costs and expenses and pay the hourly rate for any period in which GEM is providing Transition Assistance as set forth in Section 2.7.

6. Termination Fees. — Customer shall pay GEM a "Termination Fee," in an amount equal to the lesser of (i) the Monthly Service Fee multiplied by twelve or (ii) the remaining Monthly Service Fees due for the applicable Services Contract Year, on a monthly basis in equal installments, beginning at the start of the month following the sending of the Termination Notice, for a period equal to the number of months of prior written notice of such termination given by Customer to GEM.

(b) Additional Amounts Payable by Customer Under Agreement. The amounts payable by Customer under Exhibit C, Section (a) above are in addition and not in lieu of any other amounts payable by Customer and GEM under any other provisions of this Agreement. Customer shall also be responsible for any costs of an extraordinary nature not contemplated as of the signing of this Agreement which have been mutually agreed and are required for the performance of the Balancing Authority Services, including but not limited to, any costs associated with membership dues, cyber security, Regional Entity and NERC unplanned compliance enforcement activities for the Balancing Authority (which costs may include but not be limited to gathering documents and operations protocols, responding to Regional Entity questionnaires, preparing for demonstrations of equipment operation and Emergency procedures, and obtaining historical data and electronic tags) or Balancing Authority fees or annual payments assessed by a third party.

Exhibit D

GEM KEY MANAGEMENT PERSONNEL

[redacted]

EXHIBIT B

SPP Southwest Power Pool

Outage Request: 1-00541326 rev. 6 Cancelled
CENT_STM Unit G02 OOS

Requested: 07/24/2025 12:22

Outage Request Summary

Outage Number	1-00541326 rev. 6	**Priority**	Planned
Work Order Number		**Outage Type**	Planned
Company	GRIDG	**Requested By**	Womack, Christopher 07/24/2025 12:22
Status	Cancelled	**Outage Category**	Generation
Priority Date	07/24/2025 12:26	**Cause**	Inspection
Request Economic Evaluation	No	**Schedule Pattern**	Continuous
Planned Start	**01/01/2026 01:00**	**Planned End**	**01/01/2028 00:59**
First Actual Start		**Last Actual End**	
Outage Duration	730 Days	**Min Recall Time**	Non-Recallable
Outage Flags			
Requester Notes	in outage as evaluation of future state continues		

Equipment Requested

Control Area	Control Center	Station	Equipment Name	Equipment Class	Equipment Request Type	Voltage Class
GRIDG	GRID GCC	CENT_STM	CENT_STM Unit G02	Unit	OOS	n/a

Outage Profiles

Planned Start	Planned End	Actual Start	Actual End	Station/ Circuit/ Equipment	Equip. Req Type	Status
01/01/2026 01:00	01/01/2028 00:59	-	-	CENT_STM Unit G02	OOS	Cancelled Womack, Christopher 01/01/2026 03:56 OT

EXHIBIT C

Coordinated Outage Report for Centralia							Date:	12/16/2025	
Generation Outages									
Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Pmax During Outage (in MW)	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description

Transmission Outages									
Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Normally Closed (NC), Normally Open (NO), or N/A	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description

Centralia

Availability Report for Operating Day **12/16/2025**

LSL - Low Sustained Limit - value should be the temperature adjusted minimum output for the operating hour

LOL - Low Operating Limit - value should be the temperature adjusted minimum output **ON AGC** for the operating hour

HOL - High Operating Limit - value should be the temperature adjusted maximum output **ON AGC** for the operating hour

HSL - High Sustained Limit - value should be the temperature adjusted maximum output for the operating hour (including Duct firing, PAG, etc.)

Hour Ending

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Unit 2	LSL	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300
	LOL	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300
	HOL	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640
	HSL	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640

Coordinated Outage Report for Centralia

Date: 12/17/2025

Generation Outages

Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Pmax During Outage (in MW)	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description

Transmission Outages

Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Normally Closed (NC), Normally Open (NO), or N/A	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description

Centralia G1
Centralia G2
Centralia G1 AVR
Centralia G2 AVR
Centralia G1 PSS
Centralia G2 PSS
GEM Centralia Generation TF1
GEM Centralia Generation TF2
GEM Centralia Generation PCB 1CB
GEM Centralia Generation PCB 2CB
Communication Equipment
NC
NO
N/A

Centralia

Availability Report for Operating Day **12/17/2025**

LSL - Low Sustained Limit - value should be the temperature adjusted minimum output for the operating hour

LOL - Low Operating Limit - value should be the temperature adjusted minimum output **ON AGC** for the operating hour

HOL - High Operating Limit - value should be the temperature adjusted maximum output **ON AGC** for the operating hour

HSL - High Sustained Limit - value should be the temperature adjusted maximum output for the operating hour (including Duct firing, PAG, etc.)

Hour Ending

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Unit 2	LSL	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300
	LOL	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300
	HOL	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640
	HSL	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640

Coordinated Outage Report for Centralia

Date: 12/18/2025

Generation Outages

Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Pmax During Outage (in MW)	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description

Transmission Outages

Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Normally Closed (NC), Normally Open (NO), or N/A	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description

Centralia G1
Centralia G2
Centralia G1 AVR
Centralia G2 AVR
Centralia G1 PSS
Centralia G2 PSS
GEM Centralia Generation TF1
GEM Centralia Generation TF2
GEM Centralia Generation PCB 1CB
GEM Centralia Generation PCB 2CB
Communication Equipment
NC
NO
N/A

Centralia

Availability Report for Operating Day **12/18/2025**

LSL - Low Sustained Limit - value should be the temperature adjusted minimum output for the operating hour

LOL - Low Operating Limit - value should be the temperature adjusted minimum output **ON AGC** for the operating hour

HOL - High Operating Limit - value should be the temperature adjusted maximum output **ON AGC** for the operating hour

HSL - High Sustained Limit - value should be the temperature adjusted maximum output for the operating hour (including Duct firing, PAG, etc.)

Hour Ending

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Unit 2	LSL	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300
	LOL	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300
	HOL	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640
	HSL	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640	640

Coordinated Outage Report for Centralia								Date:	12/19/2025
Generation Outages									
Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Pmax During Outage (in MW)	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description
Centralia G2		12/19/2025	0000	Unkown					Reserve Shutdown

Transmission Outages									
Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Normally Closed (NC), Normally Open (NO), or N/A	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description

Centralia G1
Centralia G2
Centralia G1 AVR
Centralia G2 AVR
Centralia G1 PSS
Centralia G2 PSS
GEM Centralia Generation TF1
GEM Centralia Generation TF2
GEM Centralia Generation PCB 1CB
GEM Centralia Generation PCB 2CB
Communication Equipment
NC
NO
N/A

Centralia		**LSL** - **Low Sustained Limit** - value should be the temperature adjusted minimum output for the operating hour **LOL** - **Low Operating Limit** - value should be the temperature adjusted minimum output **ON AGC** for the operating hour	**HOL** - **High Operating Limit** - value should be the temperature adjusted maximum output **ON AGC** for the operating hour **HSL** - **High Sustained Limit** - value should be the temperature adjusted maximum output for the operating hour (including Duct firing, PAG, etc.)
Availability Report for Operating Day	**12/19/2025**	Hour Ending	

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Unit 2	LSL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	LOL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	HOL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	HSL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Coordinated Outage Report for Centralia

Date: 12/20/2025

Generation Outages

Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Pmax During Outage (in MW)	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description
Centralia G2		12/19/2025	0000	Unkown					Reserve Shutdown

Transmission Outages

Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Normally Closed (NC), Normally Open (NO), or N/A	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description

Centralia G1
Centralia G2
Centralia G1 AVR
Centralia G2 AVR
Centralia G1 PSS
Centralia G2 PSS
GEM Centralia Generation TF1
GEM Centralia Generation TF2
GEM Centralia Generation PCB 1CB
GEM Centralia Generation PCB 2CB
Communication Equipment
NC
NO
N/A

Centralia		LSL - Low Sustained Limit - value should be the temperature adjusted minimum output for the operating hour												HOL - High Operating Limit - value should be the temperature adjusted maximum output ON AGC for the operating hour												
Availability Report for Operating Day	12/20/2025	LOL - Low Operating Limit - value should be the temperature adjusted minimum output ON AGC for the operating hour												HSL - High Sustained Limit - value should be the temperature adjusted maximum output for the operating hour (including Duct firing, PAG, etc.)												
			Hour Ending																							
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Unit 2		LSL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		LOL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		HOL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		HSL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Coordinated Outage Report for Centralia

Date: 12/21/2025

Generation Outages

Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Pmax During Outage (in MW)	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description
Centralia G2		12/19/2025	0000	Unkown					Reserve Shutdown

Transmission Outages

Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Normally Closed (NC), Normally Open (NO), or N/A	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description

Centralia G1
Centralia G2
Centralia G1 AVR
Centralia G2 AVR
Centralia G1 PSS
Centralia G2 PSS
GEM Centralia Generation TF1
GEM Centralia Generation TF2
GEM Centralia Generation PCB 1CB
GEM Centralia Generation PCB 2CB
Communication Equipment
NC
NO
N/A

Centralia

Availability Report for Operating Day **12/21/2025**

LSL - Low Sustained Limit - value should be the temperature adjusted minimum output for the operating hour

LOL - Low Operating Limit - value should be the temperature adjusted minimum output **ON AGC** for the operating hour

HOL - High Operating Limit - value should be the temperature adjusted maximum output **ON AGC** for the operating hour

HSL - High Sustained Limit - value should be the temperature adjusted maximum output for the operating hour (including Duct firing, PAG, etc.)

		Hour Ending																							
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Unit 2	LSL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	LOL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	HOL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	HSL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Coordinated Outage Report for Centralia

Date: 12/22/2025

Generation Outages

Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Pmax During Outage (in MW)	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description
Centralia G2		12/19/2025	0000	Unkown					Reserve Shutdown

Transmission Outages

Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Normally Closed (NC), Normally Open (NO), or N/A	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description

Centralia G1
Centralia G2
Centralia G1 AVR
Centralia G2 AVR
Centralia G1 PSS
Centralia G2 PSS
GEM Centralia Generation TF1
GEM Centralia Generation TF2
GEM Centralia Generation PCB 1CB
GEM Centralia Generation PCB 2CB
Communication Equipment
NC
NO
N/A

Centralia																									
Availability Report for Operating Day	**12/22/2025**																								
		Hour Ending																							
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Unit 2	LSL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	LOL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	HOL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	HSL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

LSL - **Low Sustained Limit** - value should be the temperature adjusted minimum output for the operating hour

LOL - **Low Operating Limit** - value should be the temperature adjusted minimum output **ON AGC** for the operating hour

HOL - **High Operating Limit** - value should be the temperature adjusted maximum output **ON AGC** for the operating hour

HSL - **High Sustained Limit** - value should be the temperature adjusted maximum output for the operating hour (including Duct firing, PAG, etc.)

Coordinated Outage Report for Centralia

Date: 12/23/2025

Generation Outages

Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Pmax During Outage (in MW)	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description
Centralia G2		12/19/2025	0000	Unkown					Reserve Shutdown

Transmission Outages

Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Normally Closed (NC), Normally Open (NO), or N/A	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description

Centralia G1
Centralia G2
Centralia G1 AVR
Centralia G2 AVR
Centralia G1 PSS
Centralia G2 PSS
GEM Centralia Generation TF1
GEM Centralia Generation TF2
GEM Centralia Generation PCB 1CB
GEM Centralia Generation PCB 2CB
Communication Equipment
NC
NO
N/A

Centralia

Availability Report for Operating Day **12/23/2025**

LSL - Low Sustained Limit - value should be the temperature adjusted minimum output for the operating hour

LOL - Low Operating Limit - value should be the temperature adjusted minimum output **ON AGC** for the operating hour

HOL - High Operating Limit - value should be the temperature adjusted maximum output **ON AGC** for the operating hour

HSL - High Sustained Limit - value should be the temperature adjusted maximum output for the operating hour (including Duct firing, PAG, etc.)

		Hour Ending																							
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Unit 2	LSL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	LOL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	HOL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	HSL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Coordinated Outage Report for Centralia Date: 12/24/2025

Generation Outages									
Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Pmax During Outage (in MW)	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description
Centralia G2		12/19/2025	0000	Unkown					Reserve Shutdown

Transmission Outages									
Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Normally Closed (NC), Normally Open (NO), or N/A	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description

Centralia G1
Centralia G2
Centralia G1 AVR
Centralia G2 AVR
Centralia G1 PSS
Centralia G2 PSS
GEM Centralia Generation TF1
GEM Centralia Generation TF2
GEM Centralia Generation PCB 1CB
GEM Centralia Generation PCB 2CB
Communication Equipment
NC
NO
N/A

Centralia

Availability Report for Operating Day **12/24/2025**

LSL - Low Sustained Limit - value should be the temperature adjusted minimum output for the operating hour

LOL - Low Operating Limit - value should be the temperature adjusted minimum output **ON AGC** for the operating hour

HOL - High Operating Limit - value should be the temperature adjusted maximum output **ON AGC** for the operating hour

HSL - High Sustained Limit - value should be the temperature adjusted maximum output for the operating hour (including Duct firing, PAG, etc.)

	Hour Ending	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Unit 2	LSL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	LOL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	HOL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	HSL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Coordinated Outage Report for Centralia

Date: 12/25/2025

Generation Outages

Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Pmax During Outage (in MW)	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description
Centralia G2		12/19/2025	0000	Unkown					Reserve Shutdown

Transmission Outages

Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Normally Closed (NC), Normally Open (NO), or N/A	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description

Centralia G1
Centralia G2
Centralia G1 AVR
Centralia G2 AVR
Centralia G1 PSS
Centralia G2 PSS
GEM Centralia Generation TF1
GEM Centralia Generation TF2
GEM Centralia Generation PCB 1CB
GEM Centralia Generation PCB 2CB
Communication Equipment
NC
NO
N/A

Centralia

Availability Report for Operating Day **12/25/2025**

LSL - Low Sustained Limit - value should be the temperature adjusted minimum output for the operating hour

LOL - Low Operating Limit - value should be the temperature adjusted minimum output **ON AGC** for the operating hour

HOL - High Operating Limit - value should be the temperature adjusted maximum output **ON AGC** for the operating hour

HSL - High Sustained Limit - value should be the temperature adjusted maximum output for the operating hour (including Duct firing, PAG, etc.)

		Hour Ending																							
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Unit 2	LSL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	LOL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	HOL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	HSL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Coordinated Outage Report for Centralia

Date: 12/26/2025

Generation Outages

Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Pmax During Outage (in MW)	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description
Centralia G2		12/19/2025	0000	Unkown					Reserve Shutdown

Transmission Outages

Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Normally Closed (NC), Normally Open (NO), or N/A	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description

Centralia G1
Centralia G2
Centralia G1 AVR
Centralia G2 AVR
Centralia G1 PSS
Centralia G2 PSS
GEM Centralia Generation TF1
GEM Centralia Generation TF2
GEM Centralia Generation PCB 1CB
GEM Centralia Generation PCB 2CB
Communication Equipment
NC
NO
N/A

Centralia

Availability Report for Operating Day **12/26/2025**

LSL - Low Sustained Limit - value should be the temperature adjusted minimum output for the operating hour

LOL - Low Operating Limit - value should be the temperature adjusted minimum output **ON AGC** for the operating hour

HOL - High Operating Limit - value should be the temperature adjusted maximum output **ON AGC** for the operating hour

HSL - High Sustained Limit - value should be the temperature adjusted maximum output for the operating hour (including Duct firing, PAG, etc.)

Hour Ending

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Unit 2	LSL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	LOL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	HOL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	HSL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Coordinated Outage Report for Centralia

Date: 12/27/2025

Generation Outages

Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Pmax During Outage (in MW)	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description
Centralia G2		12/19/2025	0000	Unkown					Reserve Shutdown

Transmission Outages

Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Normally Closed (NC), Normally Open (NO), or N/A	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description

Centralia G1
Centralia G2
Centralia G1 AVR
Centralia G2 AVR
Centralia G1 PSS
Centralia G2 PSS
GEM Centralia Generation TF1
GEM Centralia Generation TF2
GEM Centralia Generation PCB 1CB
GEM Centralia Generation PCB 2CB
Communication Equipment
NC
NO
N/A

Centralia

Availability Report for Operating Day **12/27/2025**

LSL - Low Sustained Limit - value should be the temperature adjusted minimum output for the operating hour

LOL - Low Operating Limit - value should be the temperature adjusted minimum output **ON AGC** for the operating hour

HOL - High Operating Limit - value should be the temperature adjusted maximum output **ON AGC** for the operating hour

HSL - High Sustained Limit - value should be the temperature adjusted maximum output for the operating hour (including Duct firing, PAG, etc.)

Hour Ending

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Unit 2	LSL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	LOL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	HOL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	HSL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Coordinated Outage Report for Centralia Date: 12/28/2025

Generation Outages

Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Pmax During Outage (in MW)	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description
Centralia G2		12/19/2025	0000	Unkown					Reserve Shutdown

Transmission Outages

Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Normally Closed (NC), Normally Open (NO), or N/A	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description

Centralia G1
Centralia G2
Centralia G1 AVR
Centralia G2 AVR
Centralia G1 PSS
Centralia G2 PSS
GEM Centralia Generation TF1
GEM Centralia Generation TF2
GEM Centralia Generation PCB 1CB
GEM Centralia Generation PCB 2CB
Communication Equipment
NC
NO
N/A

Centralia

LSL - Low Sustained Limit - value should be the temperature adjusted minimum output for the operating hour

HOL - High Operating Limit - value should be the temperature adjusted maximum output **ON AGC** for the operating hour

LOL - Low Operating Limit - value should be the temperature adjusted minimum output **ON AGC** for the operating hour

HSL - High Sustained Limit - value should be the temperature adjusted maximum output for the operating hour (including Duct firing, PAG, etc.)

Availability Report for Operating Day **12/28/2025**

Hour Ending

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Unit 2	LSL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	LOL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	HOL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	HSL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Coordinated Outage Report for Centralia

Date: 12/29/2025

Generation Outages

Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Pmax During Outage (in MW)	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description
Centralia G2		12/19/2025	0000	Unkown					Reserve Shutdown

Transmission Outages

Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Normally Closed (NC), Normally Open (NO), or N/A	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description

Centralia G1
Centralia G2
Centralia G1 AVR
Centralia G2 AVR
Centralia G1 PSS
Centralia G2 PSS
GEM Centralia Generation TF1
GEM Centralia Generation TF2
GEM Centralia Generation PCB 1CB
GEM Centralia Generation PCB 2CB
Communication Equipment
NC
NO
N/A

Centralia

Availability Report for Operating Day **12/29/2025**

LSL - Low Sustained Limit - value should be the temperature adjusted minimum output for the operating hour

LOL - Low Operating Limit - value should be the temperature adjusted minimum output **ON AGC** for the operating hour

HOL - High Operating Limit - value should be the temperature adjusted maximum output **ON AGC** for the operating hour

HSL - High Sustained Limit - value should be the temperature adjusted maximum output for the operating hour (including Duct firing, PAG, etc.)

		Hour Ending																							
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Unit 2	LSL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	LOL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	HOL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	HSL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Coordinated Outage Report for Centralia

Date: 12/30/2025

Generation Outages

Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Pmax During Outage (in MW)	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description
Centralia G2		12/19/2025	0000	Unkown					Reserve Shutdown

Transmission Outages

Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Normally Closed (NC), Normally Open (NO), or N/A	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description

Centralia G1
Centralia G2
Centralia G1 AVR
Centralia G2 AVR
Centralia G1 PSS
Centralia G2 PSS
GEM Centralia Generation TF1
GEM Centralia Generation TF2
GEM Centralia Generation PCB 1CB
GEM Centralia Generation PCB 2CB
Communication Equipment
NC
NO
N/A

Centralia		**LSL** - **Low Sustained Limit** - value should be the temperature adjusted minimum output for the operating hour **LOL** - **Low Operating Limit** - value should be the temperature adjusted minimum output **ON AGC** for the operating hour													**HOL** - **High Operating Limit** - value should be the temperature adjusted maximum output **ON AGC** for the operating hour **HSL** - **High Sustained Limit** - value should be the temperature adjusted maximum output for the operating hour (including Duct firing, PAG, etc.)										
Availability Report for Operating Day	**12/30/2025**	Hour Ending																							
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Unit 2		LSL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		LOL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		HOL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		HSL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Coordinated Outage Report for Centralia

Date: 12/31/2025

Generation Outages

Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Pmax During Outage (in MW)	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description
Centralia G2		12/19/2025	0000	Unkown					Reserve Shutdown

Transmission Outages

Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Normally Closed (NC), Normally Open (NO), or N/A	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description

Centralia G1
Centralia G2
Centralia G1 AVR
Centralia G2 AVR
Centralia G1 PSS
Centralia G2 PSS
GEM Centralia Generation TF1
GEM Centralia Generation TF2
GEM Centralia Generation PCB 1CB
GEM Centralia Generation PCB 2CB
Communication Equipment
NC
NO
N/A

Centralia		**LSL** - **Low Sustained Limit** - value should be the temperature adjusted minimum output for the operating hour														**HOL** - **High Operating Limit** - value should be the temperature adjusted maximum output **ON AGC** for the operating hour										
Availability Report for Operating Day	**12/31/2025**	**LOL** - **Low Operating Limit** - value should be the temperature adjusted minimum output **ON AGC** for the operating hour														**HSL** - **High Sustained Limit** - value should be the temperature adjusted maximum output for the operating hour (including Duct firing, PAG, etc.)										
			Hour Ending																							
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Unit 2		LSL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		LOL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		HOL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
		HSL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Coordinated Outage Report for Centralia

Date: 1/1/2026

Generation Outages

Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Pmax During Outage (in MW)	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description
Centralia G2		12/19/2025	0000	Unkown					Reserve Shutdown

Transmission Outages

Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Normally Closed (NC), Normally Open (NO), or N/A	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description

Centralia G1
Centralia G2
Centralia G1 AVR
Centralia G2 AVR
Centralia G1 PSS
Centralia G2 PSS
GEM Centralia Generation TF1
GEM Centralia Generation TF2
GEM Centralia Generation PCB 1CB
GEM Centralia Generation PCB 2CB
Communication Equipment
NC
NO
N/A

Centralia		**LSL - Low Sustained Limit** - value should be the temperature adjusted minimum output for the operating hour **LOL - Low Operating Limit** - value should be the temperature adjusted minimum output **ON AGC** for the operating hour	**HOL - High Operating Limit** - value should be the temperature adjusted maximum output **ON AGC** for the operating hour **HSL - High Sustained Limit** - value should be the temperature adjusted maximum output for the operating hour (including Duct firing, PAG, etc.)
Availability Report for Operating Day	**1/1/2026**		

		Hour Ending																							
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Unit 2	LSL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	LOL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	HOL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	HSL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Coordinated Outage Report for Centralia

Date: 1/2/2026

Generation Outages

Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Pmax During Outage (in MW)	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description
Centralia G2		12/19/2025	0000	Unkown					Reserve Shutdown

Transmission Outages

Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Normally Closed (NC), Normally Open (NO), or N/A	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description

Centralia G1
Centralia G2
Centralia G1 AVR
Centralia G2 AVR
Centralia G1 PSS
Centralia G2 PSS
GEM Centralia Generation TF1
GEM Centralia Generation TF2
GEM Centralia Generation PCB 1CB
GEM Centralia Generation PCB 2CB
Communication Equipment
NC
NO
N/A

Centralia		
Availability Report for Operating Day	**1/2/2026**	

LSL - **Low Sustained Limit** - value should be the temperature adjusted minimum output for the operating hour

LOL - **Low Operating Limit** - value should be the temperature adjusted minimum output **ON AGC** for the operating hour

HOL - **High Operating Limit** - value should be the temperature adjusted maximum output **ON AGC** for the operating hour

HSL - **High Sustained Limit** - value should be the temperature adjusted maximum output for the operating hour (including Duct firing, PAG, etc.)

		Hour Ending																							
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Unit 2	LSL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	LOL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	HOL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	HSL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Coordinated Outage Report for Centralia

Date: 1/3/2026

Generation Outages

Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Pmax During Outage (in MW)	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description
Centralia G2		12/19/2025	0000	Unkown					Reserve Shutdown

Transmission Outages

Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Normally Closed (NC), Normally Open (NO), or N/A	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description

Centralia G1
Centralia G2
Centralia G1 AVR
Centralia G2 AVR
Centralia G1 PSS
Centralia G2 PSS
GEM Centralia Generation TF1
GEM Centralia Generation TF2
GEM Centralia Generation PCB 1CB
GEM Centralia Generation PCB 2CB
Communication Equipment
NC
NO
N/A

Centralia

Availability Report for Operating Day **1/3/2026**

LSL - Low Sustained Limit - value should be the temperature adjusted minimum output for the operating hour

LOL - Low Operating Limit - value should be the temperature adjusted minimum output **ON AGC** for the operating hour

HOL - High Operating Limit - value should be the temperature adjusted maximum output **ON AGC** for the operating hour

HSL - High Sustained Limit - value should be the temperature adjusted maximum output for the operating hour (including Duct firing, PAG, etc.)

Hour Ending

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Unit 2	LSL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	LOL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	HOL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	HSL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Coordinated Outage Report for Centralia

Date: 1/4/2026

Generation Outages

Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Pmax During Outage (in MW)	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description
Centralia G2		12/19/2025	0000	Unkown					Reserve Shutdown

Transmission Outages

Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Normally Closed (NC), Normally Open (NO), or N/A	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description

Centralia G1
Centralia G2
Centralia G1 AVR
Centralia G2 AVR
Centralia G1 PSS
Centralia G2 PSS
GEM Centralia Generation TF1
GEM Centralia Generation TF2
GEM Centralia Generation PCB 1CB
GEM Centralia Generation PCB 2CB
Communication Equipment
NC
NO
N/A

Centralia		**LSL** - **Low Sustained Limit** - value should be the temperature adjusted minimum output for the operating hour	**HOL** - **High Operating Limit** - value should be the temperature adjusted maximum output **ON AGC** for the operating hour
Availability Report for Operating Day	**1/4/2026**	**LOL** - **Low Operating Limit** - value should be the temperature adjusted minimum output **ON AGC** for the operating hour	**HSL** - **High Sustained Limit** - value should be the temperature adjusted maximum output for the operating hour (including Duct firing, PAG, etc.)

		Hour Ending																							
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Unit 2	LSL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	LOL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	HOL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	HSL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Coordinated Outage Report for Centralia

Date: 1/5/2026

Generation Outages

Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Pmax During Outage (in MW)	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description
Centralia G2		12/19/2025	0000	Unkown					Reserve Shutdown

Transmission Outages

Primary Equipment O/S for this Outage	Other Equipment O/S for this Outage	Outage Start Date	Outage Start Time	Outage End Date	Outage End Time	Normally Closed (NC), Normally Open (NO), or N/A	Emer. Return Time (in hours)	COS Outage # (GEM Use Only)	Outage Description

Centralia G1
Centralia G2
Centralia G1 AVR
Centralia G2 AVR
Centralia G1 PSS
Centralia G2 PSS
GEM Centralia Generation TF1
GEM Centralia Generation TF2
GEM Centralia Generation PCB 1CB
GEM Centralia Generation PCB 2CB
Communication Equipment
NC
NO
N/A

Centralia

Availability Report for Operating Day **1/5/2026**

LSL - Low Sustained Limit - value should be the temperature adjusted minimum output for the operating hour

LOL - Low Operating Limit - value should be the temperature adjusted minimum output **ON AGC** for the operating hour

HOL - High Operating Limit - value should be the temperature adjusted maximum output **ON AGC** for the operating hour

HSL - High Sustained Limit - value should be the temperature adjusted maximum output for the operating hour (including Duct firing, PAG, etc.)

Hour Ending

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Unit 2	LSL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	LOL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	HOL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	HSL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0