

DOCKETED	
Docket Number:	24-OPT-05
Project Title:	Corby Battery Energy Storage System Project
TN #:	267229
Document Title:	Community Benefit Agreement Progress Report
Description:	Provides information relating to community benefits agreements for the Corby Project.
Filer:	Christine Leone
Organization:	NextEra Energy
Submitter Role:	Applicant Representative
Submission Date:	11/14/2025 9:39:02 AM
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Corby Project Community Benefits Plan Progress Report

This progress report provides an update to the California Energy Commission (“CEC”) on actions by North Bay Interconnect, LLC and Corby Energy Storage, LLC (“Corby”) to implement Corby’s Community Benefits Plan included in its November 4, 2024 Opt-In Application for the Corby Battery Energy Storage System Project (“Project”) at Appendix 1-C. The Community Benefits Plan explains that, as of the date of the Application, Corby had met with multiple Solano County-based community organizations to better understand their immediate and long-term needs and how their missions directly support the residents of the surrounding communities. The Community Benefits Plan contemplated potential financial contributions to the Solano Community College (\$200,000), Travis Fisher House Foundation (\$200,000), other initiatives supporting Vacaville veterans (\$10,000), and various City/County Initiatives (\$100,000).

After submitting its Community Benefits Plan to the CEC, Corby engaged in further meetings with these proposed beneficiaries. Ultimately, the Solano Community College and Travis Fisher House Foundation declined Corby’s proposed contributions. Organizations supporting Vacaville veterans also declined to execute a formal community benefits agreement with Corby, but they have accepted donations in connection with holiday events.

On August 5, 2025, Corby entered into a binding agreement with the Solano Community Foundation for a donation payable upon commercial operation of the Project in the amount of \$300,000, including \$125,000 to the Solano Community Foundation General Operating Fund to support implementation of community-based philanthropic programs; \$25,000 to the Education Plus! Program Fund to support classroom grants to educators in Solano County; and \$150,000 to the Solano Community Impact Fund to support grantmaking and strategic community investments.

On October 20, 2025, after the Solano Community College declined Corby’s proposed donation of \$200,000, Corby entered into an Amended and Restated Donation Agreement with the Solano Community Foundation to increase the total donation to the Solano Community Foundation from \$300,000 to \$500,000, including:

- \$125,000 to the Solano Community Foundation General Operating Fund to support implementation of community-based philanthropic programs;
- \$125,000 to the Education Plus! Program Fund to support classroom grants to educators in Solano County;
- \$150,000 to the Solano Community Impact Fund to support grantmaking and strategic community investments; and
- \$100,000 to the A Hand Up Fund, which helps clients secure Social Security, disability benefits, and healthcare access and provides assistance with clothing for

job interviews, vehicle repairs essential for employment, and housing application support.

The executed October 20, 2025 Amended and Restated Donation Agreement between Corby and the Solano Community Foundation is attached to this progress report.

**AMENDED AND
RESTATED DONATION
AGREEMENT**

This Amended and Restated Donation Agreement, dated as of October 20, 2025 (this "Amended Agreement"), is entered between North Bay Interconnect, LLC, a Delaware limited liability company, and Corby Energy Storage, LLC, a Delaware limited liability company ("Donors"), and SOLANO COMMUNITY FOUNDATION, a California nonprofit corporation and community foundation ("Recipient," and together with Donor, the "Parties," and each, a "Party").

RECITALS

A. Pursuant to Public Resources Code section 25545.10, the California Energy Commission (CEC) shall not certify CEC Opt-In Certification unless the CEC finds that the applicant has entered into one or more legally binding and enforceable agreements that benefit one or more community-based organizations, that represent community interests, where there is mutual benefit to the parties to the agreement.

B. Donor is in the business of developing and operating renewable energy projects and is committed to supporting communities where it operates.

C. Recipient is a non-profit organization that was established in 1995, by community leaders, to build a stronger community and enhancing the quality of life in Solano County through the support of philanthropic activities that make a deep and lasting positive impact. It's an independent organization that raises funds to help support effective nonprofits of Solano County.

D. Donor desires to make a contribution to Recipient, and Recipient desires to accept said contribution for the benefit of its charitable work in accordance with the terms and conditions set forth herein.

E. Donor has filed an opt-in application for the Corby Battery Energy Storage System Project (Project) with the CEC which proposes to construct, own, and operate a 300-megawatt (MW) battery energy storage system (BESS), associated project substation, inverters, and other ancillary facilities. The Parties desire to enter into the Amended Agreement understanding the benefits that the Project shall provide to Solano County.

F. Donor and Recipient entered into the Donation Agreement dated as of August 5, 2025 (the "Original Agreement") and now wish to amend and restate the Original Agreement in its entirety as set forth herein, with effect from the execution and delivery of the Original Agreement on August 5, 2025 (the "Execution Date").

G. Donor wishes to make additional contributions to Recipient with contributions going to A Hand Up Fund. The A Hand Up Fund represents a nonprofit organization serving Solano County's homeless population. A Hand Up Fund operates as a component fund under the Solano Community Foundation (a qualified 501(c)(3) organization). Recipient represents it has the legal authority to accept these contributions for A Hand Up Fund.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

AGREEMENT

1. Charitable Donation. All payments made under the terms of this Amended Agreement (the "Donation") shall be treated as charitable donations for all purposes. The Parties intend that the Donation be made and used in compliance with applicable federal and state laws governing donations

to charitable organizations. Recipient represents and warrants that it is a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code. The Parties acknowledge that they may be required by law to report information about the Donation, and each Party agrees to report such information as legally required.

2. Condition Precedent. Notwithstanding anything to the contrary contained in this Amended Agreement, Donor's obligation to make the Donation payments, as outlined in Section 3, is subject to the satisfaction of the following condition precedent: the achievement of commercial operation of Donor's approved energy project (the "Condition Precedent"). Donor's obligation to make Donation payments shall not be effective until such time as the Condition Precedent has been met.

3. Donation.

Donor agrees to make a total contribution of \$500,000 to Recipient, to be distributed among the following funds within ninety (90) days of the Condition Precedent being met, as set forth below:

- **A. Solano Community Impact Fund – \$150,000**
To support Recipient's discretionary grantmaking and strategic community investments through an unrestricted fund. These funds enable Recipient to respond to urgent and evolving needs in Solano County. Any distribution of these funds can only be used to support the following categories approved by the California Energy Commission: job training and workforce development, small business and nonprofit support, affordable housing initiatives, local infrastructure improvements, environmental mitigation and restoration and/or community health and safety initiatives.
- **B. Solano Community Foundation General Operating Fund – \$125,000**
Subject to Section 3.1 below, funds will be used to support Recipient's internal capacity, systems modernization, and operational infrastructure necessary for the development and implementation of community-based philanthropic programs. This includes investments in staff resources, digital transformation of archival data systems, and expanded programmatic oversight.
- **C. Education Plus! Program Fund -- \$125,000**
To support the expansion of Recipient's teacher microgrant program, which funds classroom-based projects aligned with public school curricula. Funds will be used to increase the number and size of classroom grants distributed to educators in Solano County."
- **D. A Hand Up Fund -- \$100,000**
To support Recipient's program A Hand Up Fund which helps clients navigate complex bureaucratic processes in securing Social Security, disability benefits, and healthcare access and providing practical assistance including clothing for job interviews, vehicle repairs essential for employment, and housing application support.

Planned Total Financial Contribution: \$500,000

The Donation is contingent upon the achievement of the Condition Precedent as set forth in Section 2. Donor grants Recipient irrevocable ownership, rights, title, and interest in the Donation under the terms and conditions of this Amended Agreement and without any monetary payment to Donor. Donation will be transferred to Recipient free and clear of any liens, claims, or encumbrances. Recipient will determine the disposition of the Donation subject to Section 3.1.

3.1 Conditions of Use. Recipient shall not use the Donation for the benefit of any owner, shareholder, officer, director, or employee of the Recipient.

3.2 Statement of Support. Recipient agrees to provide, upon request by Donor, a letter acknowledging and supporting the positive impact of Donor's community benefit contributions made through this Amended Agreement. As a nonpartisan 501(c)(3) public charity, Recipient

does not evaluate or endorse commercial energy projects but may speak to the value of charitable investments that advance community well-being in Solano County.

3.2.a. Volunteer Opportunity. Recipient welcomes any NextEra Energy Resource employee to volunteer as a community liaison or participate in other activities associated with the donation activities. The Recipient encourages the active participation of NextEra Energy Resources employees to assist in fostering positive community relations and further enhance the impact of the donation activities.

4. Confidentiality. The Parties agree to take all reasonable measures to maintain confidentiality regarding the execution, terms, and conditions of this Amended Agreement, as well as any confidential information each Party may access related to this Amended Agreement. Confidential Information may not be disclosed to any third party without the prior written consent of the disclosing party. Notwithstanding the foregoing, either Party may disclose this Amended Agreement, including any Confidential Information contained herein, to any relevant local, state, and/or federal government entity for purposes of obtaining a permit, if required, or as otherwise required by law.

5. Public Announcements. Donor reserves the right to make public announcements and communicate with media organizations regarding this Amended Agreement without prior consent of Recipient. Recipient shall not make any public announcements concerning this Amended Agreement or the transactions contemplated without prior written consent of Donor.

6. Waiver and Release. Recipient and its respective present and former parents, subsidiaries, Affiliates, officers, directors, shareholders, members, successors, and assigns hereby expressly release, waive, and forever discharge Donor and its respective present and former parents, subsidiaries, Affiliates, employees, officers, directors, shareholders, members, agents, representatives, permitted successors, and permitted assigns from any and all claims, actions, suits, liabilities, obligations, damages, and demands arising out of or in connection with this Amended Agreement, except for claims preserved by or arising out of this Amended Agreement.

7. Indemnification. Recipient shall indemnify and defend Donor and its officers, directors, employees, agents, Affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by Indemnified Party arising out of or related to any third-party claim alleging:

- (a) breach of this Amended Agreement by Recipient or its employees;
- (b) any negligent act or omission by Recipient in connection with the Donation;
- (c) any alleged bodily injury, death, or property damage caused by Recipient's negligent acts or omissions;
- (d) any failure by Recipient to comply with applicable laws, regulations, or codes in connection with the Donation.

8. Limitation of Liability. **IN NO EVENT SHALL DONOR BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH THE DONATION, OR ANY BREACH OF THIS AMENDED AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT DONOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

9. Term and Termination. This Amended Agreement shall remain in effect indefinitely unless mutually terminated earlier by the Parties or thirty (30) days after Donor makes payment per Section 3. Donor may terminate this Amended Agreement with 5 days' advance Amended Notice.

10. Notices. Any notice required under this Amended Agreement shall be in writing and sent to each Party's address below or as modified bywritten notice:

If to Donor:

North Bay Interconnect, LLC
700 Universe Blvd
Juno Beach, FL 33408

Corby-CommunityEngagement.SharedMailbox@nexteraenergy.com

and

Corby Energy Storage, LLC
700 Universe Blvd
Juno Beach, FL 33408
Corby-CommunityEngagement.SharedMailbox@nexteraenergy.com

If to Recipient:

Solano Community Foundation
744 Empire Street, Suite 240

Fairfield, CA 94533

Email: Leslie@solanocf.org

Attention: Leslie A. Janik

11. Severability. If any term of this Amended Agreement is found invalid or unenforceable, the remaining terms shall remain in effect. The Parties shall work in good faith to modify the Agreement to reflect the original intent of the Parties as closely as possible.

12. Amendment and Modification. This Amended Agreement may only be amended by a written agreement signed by both Parties.

13. Governing Law. This Amended Agreement is governed by the laws of the State of California.

14. Counterparts. This Amended Agreement may be executed in counterparts, each considered an original.

15. Force Majeure. Neither Party shall be liable for failure or delay due to a Force Majeure Event. The affected Party shall notify the other within 7 days of the event and work to minimize the effects. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Amended Agreement, for any failure or delay in fulfilling or performing any term of this Amended Agreement, when and to the extent such Party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) strikes, labor stoppages or slowdowns or other industrial disturbances; and (h) other similar events beyond the control of the Impacted Party.

The Impacted Party shall give Notice within 7 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 consecutive days following Notice given by it under this Section 15, the other Party may thereafter terminate this Amended Agreement upon 7 days' Notice

16. Entire Agreement. This Amended Agreement constitutes the sole and entire agreement of the Parties to this Amended Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.


IN WITNESS WHEREOF, the Parties have executed this Amended Agreement, hereto.

Solano Community Foundation


Name: Leslie Janik

Title: CEO

Date: October 20, 2025

DocuSigned by:


North Bay Interconnect, LLC
Name: Christine Seal
Title: Assistant Vice President
Date: October 15, 2025

DocuSigned by:


Corby Energy Storage, LLC
Name: Christine Seal
Title: Assistant Vice President
Date: October 15, 2025

DONATION AGREEMENT

This Donation Agreement, dated as of 5 August, 2025 (this "Agreement"), is entered between North Bay Interconnect, LLC, a Delaware limited liability company, and Corby Energy Storage, LLC, a Delaware limited liability company ("Donors"), and SOLANO COMMUNITY FOUNDATION, a California nonprofit corporation and community foundation ("Recipient," and together with Donor, the "Parties," and each, a "Party").

RECITALS

A. Pursuant to Public Resources Code section 25545.10, the California Energy Commission (CEC) shall not certify CEC Opt-In Certification unless the CEC finds that the applicant has entered into one or more legally binding and enforceable agreements that benefit one or more community-based organizations, that represent community interests, where there is mutual benefit to the parties to the agreement.

B. Donor is in the business of developing and operating renewable energy projects and is committed to supporting communities where it operates.

C. Recipient is a non-profit organization that was established in 1995, by community leaders, to build a stronger community and enhancing the quality of life in Solano County through the support of philanthropic activities that make a deep and lasting positive impact. It's an independent organization that raises funds to help support effective nonprofits of Solano County.

D. Donor desires to make a contribution to Recipient, and Recipient desires to accept said contribution for the benefit of its charitable work in accordance with the terms and conditions set forth herein.

E. Donor has filed an opt-in application for the Corby Battery Energy Storage System Project (Project) with the CEC which proposes to construct, own, and operate a 300-megawatt (MW) battery energy storage system (BESS), associated project substation, inverters, and other ancillary facilities. The Parties desire to enter into the Agreement understanding the benefits that the Project shall provide to Solano County.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

AGREEMENT

1. Charitable Donation. All payments made under the terms of this Agreement (the "Donation") shall be treated as charitable donations for all purposes. The Parties intend that the Donation be made and used in compliance with applicable federal and state laws governing donations to charitable organizations. Recipient represents and warrants that it is a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code. The Parties acknowledge that they may be required by law to report information about the Donation, and each Party agrees to report such information as legally required.

2. Condition Precedent. Notwithstanding anything to the contrary contained in this Agreement, Donor's obligation to make the Donation payments, as outlined in Section 3, is subject to the satisfaction of the following condition precedent: the achievement of commercial operation of Donor's approved

energy project (the "Condition Precedent"). Donor's obligation to make Donation payments shall not be effective until such time as the Condition Precedent has been met.

3. Donation.

Donor agrees to make a total contribution of \$300,000 to Recipient, to be distributed among the following funds within ninety (90) days of the Condition Precedent being met, as set forth below:

- **A. Solano Community Foundation General Operating Fund –\$125,000**
Subject to Section 3.1 below, funds will be used to support Recipient's internal capacity, systems modernization, and operational infrastructure necessary for the development and implementation of community-based philanthropic programs. This includes investments in staff resources, digital transformation of archival data systems, and expanded programmatic oversight.
- **B. Education Plus! Program Fund –\$25,000**
To support the expansion of Recipient's teacher microgrant program, which funds classroom-based projects aligned with public school curricula. Funds will be used to increase the number and size of classroom grants distributed to educators in Solano County.
- **C. Solano Community Impact Fund – \$150,000**
To support Recipient's discretionary grantmaking and strategic community investments through an unrestricted fund. These funds enable Recipient to respond to urgent and evolving needs in Solano County. Any distribution of these funds can only be used to support the following categories approved by the California Energy Commission: job training and workforce development, small business and nonprofit support, affordable housing initiatives, local infrastructure improvements, environmental mitigation and restoration and/or community health and safety initiatives.

Planned Total Financial Contribution: \$300,000

The Donation is contingent upon the achievement of the Condition Precedent as set forth in Section 2. Donor grants Recipient irrevocable ownership, rights, title, and interest in the Donation under the terms and conditions of this Agreement and without any monetary payment to Donor. Donation will be transferred to Recipient free and clear of any liens, claims, or encumbrances. Recipient will determine the disposition of the Donation subject to Section 3.1.

3.1 Conditions of Use. Recipient shall not use the Donation for the benefit of any owner, shareholder, officer, director, or employee of the Recipient.

3.2 Statement of Support. Recipient agrees to provide, upon request by Donor, a letter acknowledging and supporting the positive impact of Donor's community benefit contributions made through this Agreement. As a nonpartisan 501(c)(3) public charity, Recipient does not evaluate or endorse commercial energy projects but may speak to the value of charitable investments that advance community well-being in Solano County.

3.2.a. Volunteer Opportunity. Recipient welcomes any NextEra Energy Resource employee to volunteer as a community liaison or participate in other activities associated with the donation activities. The Recipient encourages the active participation of NextEra Energy

Resources employees to assist in fostering positive community relations and further enhance the impact of the donation activities.

4. Confidentiality. The Parties agree to take all reasonable measures to maintain confidentiality regarding the execution, terms, and conditions of this Agreement, as well as any confidential information each Party may access related to this Agreement. Confidential Information may not be disclosed to any third party without the prior written consent of the disclosing party. Notwithstanding the foregoing, either Party may disclose this Agreement, including any Confidential Information contained herein, to any relevant local, state, and/or federal government entity for purposes of obtaining a permit, if required, or as otherwise required by law.

5. Public Announcements. Donor reserves the right to make public announcements and communicate with media organizations regarding this Agreement without prior consent of Recipient. Recipient shall not make any public announcements concerning this Agreement or the transactions contemplated without prior written consent of Donor.

6. Waiver and Release. Recipient and its respective present and former parents, subsidiaries, Affiliates, officers, directors, shareholders, members, successors, and assigns hereby expressly release, waive, and forever discharge Donor and its respective present and former parents, subsidiaries, Affiliates, employees, officers, directors, shareholders, members, agents, representatives, permitted successors, and permitted assigns from any and all claims, actions, suits, liabilities, obligations, damages, and demands arising out of or in connection with this Agreement, except for claims preserved by or arising out of this Agreement.

7. Indemnification. Recipient shall indemnify and defend Donor and its officers, directors, employees, agents, Affiliates, successors, and permitted assigns (collectively, "Indemnified Party") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by Indemnified Party arising out of or related to any third-party claim alleging:

- (a) breach of this Agreement by Recipient or its employees;
- (b) any negligent act or omission by Recipient in connection with the Donation;
- (c) any alleged bodily injury, death, or property damage caused by Recipient's negligent acts or omissions;
- (d) any failure by Recipient to comply with applicable laws, regulations, or codes in connection with the Donation.

8. Limitation of Liability. **IN NO EVENT SHALL DONOR BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, OR IN CONNECTION WITH THE DONATION, OR ANY BREACH OF THIS AGREEMENT, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT DONOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED, AND (D) THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.**

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If to Donor:

North Bay Interconnect, LLC
700 Universe Blvd
Juno Beach, FL 33408

Corby-CommunityEngagement.SharedMailbox@nexteraenergy.com

and

Corby Energy Storage, LLC
700 Universe Blvd
Juno Beach, FL 33408
Corby-CommunityEngagement.SharedMailbox@nexteraenergy.com

If to Recipient:

Solano Community Foundation
744 Empire Street, Suite 240

Fairfield, CA 94533

Email: Leslie@solanocf.org

Attention: Leslie A. Janik

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12. Amendment and Modification. This Agreement may only be amended by a written agreement signed by both Parties.

13. Governing Law. This Agreement is governed by the laws of the State of California.

14. Counterparts. This Agreement may be executed in counterparts, each considered an original.

15. Force Majeure. Neither Party shall be liable for failure or delay due to a Force Majeure Event. The affected Party shall notify the other within 7 days of the event and work to minimize the effects.

16. Entire Agreement. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such Party's (the "Impacted Party") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or

not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; and (g) strikes, labor stoppages or slowdowns or other industrial disturbances; and (h) other similar events beyond the control of the Impacted Party.

The Impacted Party shall give Notice within 7 days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of 30 consecutive days following Notice given by it under this Section 15, the other Party may thereafter terminate this Agreement upon 7 days' Notice

16. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

IN WITNESS WHEREOF, the Parties have executed this Agreement, hereto.




Solano Community Foundation

Name: Leslie A. Janik

Title: Chief Executive Officer

Date: 5 August, 2025


DocuSigned by:

32151400FB6C44D...

North Bay Interconnect, LLC

Name: Christine Seal

Title: Assistance Vice President

Date: August 5, 2025

DocuSigned by:

32151400FB6C44D...

Corby Energy Storage, LLC

Name: Christine Seal

Title: Assistant Vice President

Date: August 5, 2025