

RE-PRICING AGREEMENT

This RE-PRICING AGREEMENT, dated as of [___], 2024 (this “Agreement”), is entered into by and between Morgan Stanley Energy Structuring, L.L.C. (“Calculation Agent”) and California Community Choice Financing Authority (“Issuer”). Calculation Agent and Issuer are sometimes referred to herein individually as a “Party” and collectively as the “Parties.” Capitalized terms used herein shall have the meanings set forth in Section 1.

WHEREAS, Issuer is issuing the Clean Energy Project Revenue Bonds, 2024 Series [D] pursuant to the Bond Indenture in order to provide funds to acquire the Energy Supply from Calculation Agent pursuant to the Prepaid Agreement; and

WHEREAS, in connection with its acquisition of the Energy Supply, Issuer has entered into the Power Supply Contract with the Project Participant providing for the sale of the Energy Supply by Issuer to the Project Participant; and

WHEREAS, the price payable by the Project Participant for the Energy Supply includes a discount to the index price set forth in the applicable Power Supply Contract, which discount has been established for the Initial Reset Period therein and will be re-established for each subsequent Reset Period under the terms and conditions set forth herein; and

WHEREAS, under the terms of the Power Supply Contract, prior to each Reset Period after the Initial Reset Period, the Project Participant may elect to have its Energy Supply remarketed if the Available Discount established for such Reset Period is less than the Minimum Discount specified in the Power Supply Contract.

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

Section 1. Definitions. When used herein, the following capitalized terms shall have the following meanings:

“2024 Series [D] Bonds” has the meaning set forth in the Bond Indenture.

“Additional Reduction Amount” has the meaning set forth in Appendix A.

“Alternative Supplier” means any Person that (i) has a Credit Rating (or a guarantor with a Credit Rating) equal to or better than Morgan Stanley’s Credit Rating and (ii) agrees that, if the Prepaid Agreement and other related agreements entered into by Calculation Agent (the “Prepaid Supplier Documents”) are novated to it, it will deliver an opinion or opinions of counsel in a form acceptable to Issuer, Bond Counsel (as defined in the Bond Indenture) and each Swap Counterparty (as defined in the Prepaid Agreement) that each of the Prepaid Supplier Documents are duly authorized by and enforceable against it.

“Available Discount” has the meaning specified in the Power Supply Contract and also means, for each Reset Period, the final amount determined by Calculation Agent as of the

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applicable Bond Pricing Date pursuant to Appendix A, expressed in cents per MWh (rounded down to the nearest one-half cent).

“Bond Closing Date” means the date on which the Bonds are issued pursuant to the Bond Indenture.

“Bond Indenture” means the Trust Indenture, dated as of the first day of the month of the Bond Closing Date, between Issuer and the Trustee, as the same may be amended or supplemented from time to time pursuant to one or more Supplemental Indentures, or any other trust indenture under which refunding bonds are issued and secured.

“Bond Pricing Date” means, for any Reset Period, the date upon which the interest rate and yield on the Bonds is established pursuant to the applicable bond remarketing agreement or bond purchase agreement.

“Bonds” has the meaning set forth in the Bond Indenture.

“Business Day” has the meaning set forth in the Bond Indenture.

“Calculation Agent” has the meaning specified in the preamble.

“Contract Quantity” has the meaning set forth in the Prepaid Agreement.

“Credit Rating” means the credit rating assigned by of Moody’s Investors Service, Inc. and Fitch Ratings, Inc. (and any successors thereto) to a Person’s senior, unsecured long-term debt obligations (not supported by third party credit enhancements).

“Delivery Period” has the meaning set forth in the Prepaid Agreement.

“Delivery Period Implied Rate” has the meaning set forth in Appendix A.

“Determination Month” has the meaning set forth in Appendix A.

“Energy” has the meaning set forth in the Prepaid Agreement.

“Energy Supply” means with respect to the Prepaid Agreement, the aggregate Contract Quantities of Energy to be delivered by Calculation Agent under the Prepaid Agreement.

“Estimated Available Discount” has the meaning set forth in Section 5(a).

“Excess Amount” is the positive difference, if any, of the Prior Remaining Energy Value less the New Remaining Delivery Cost.

“Fixed Price” means \$[____]/MWh.

“Fixed Rate” has the meaning set forth in Appendix A.

“Guarantor” means Morgan Stanley, a Delaware corporation, in its capacity as the guarantor of Calculation Agent’s payment obligations under the Prepaid Agreement.

“Initial Reset Period” means the period from [____] 1, 2024 until [____] [31]/[30]/[28], 20[____].

“Interest Rate Period” has the meaning set forth in the Bond Indenture, provided that if the Bonds are Outstanding in two or more Series with separate, concurrent and co-terminus Interest Rate Periods, “Interest Rate Period” shall mean all such Interest Rate Periods collectively.

“Mandatory Purchase Date” has the meaning set forth in the Bond Indenture.

“Minimum Discount” has the meaning set forth in the Power Supply Contract.

“Monthly Discount” has the meaning set forth in Section 6(b).

“Monthly Projected Quantity” has the meaning specified in the Prepaid Agreement.

“Morgan Stanley Guarantee” has the meaning set forth in the Prepaid Agreement.

“MWh” means megawatt-hour.

“New Remaining Delivery Cost” has the meaning set forth in Appendix A.

“New Reset Period” has the meaning set forth in Appendix A.

“Old Reset Period” has the meaning set forth in Appendix A.

“Outstanding” has the meaning set forth in the Bond Indenture.

“Participant Notification Deadline Day” means, with respect to each Reset Period, the last day on which Issuer is permitted to provide a notice of the Estimated Available Discount to the Project Participant under the Power Supply Contract.

“Person” means any individual, corporation, partnership, joint venture, trust, unincorporated organization, or government agency.

“Power Supply Contract” means, individually or collectively, any or all of the separate Power Supply Contracts, relating to the Clean Energy Project as defined in the Bond Indenture, between Issuer and the Project Participant, as each may be amended from time to time.

“Prepaid Agreement” means the Prepaid Energy Sales Agreement, dated as of [____], 2024, between Calculation Agent and Issuer, as the same may be amended or supplemented in accordance with its terms.

“Prepaid Supplier Documents” has the meaning specified in the definition of Alternative Supplier.

“Prepay SPV” has the meaning set forth in Section 5(b)(iv).

“Prior Remaining Energy Value” has the meaning set forth in Appendix A.

“Project Participant” has the meaning set forth in the Bond Indenture.

“Re-pricing Date” means, for any Reset Period, any Business Day not earlier than ninety (90) days prior to the earlier of (i) the date on which the Bonds then Outstanding may be called for optional redemption in accordance with the Bond Indenture and (ii) the day following the last day of the Reset Period then in effect.

“Remaining Delivery Cost” has the meaning set forth in Appendix A.

“Remaining Energy Value” has the meaning set forth in Appendix A.

“Reset Period” means the Initial Reset Period and each period determined pursuant to Section 3.

“Reset Period Implied Rate” has the meaning set forth in Appendix A.

“Series” means Bonds designated as a Series and authorized to be issued by Issuer pursuant to Section 2.01 of the Bond Indenture.

“SOFR” means the Secured Overnight Financing Rate administered by the Federal Reserve Bank of New York (or a successor administrator) and provided on the New York Fed’s Website.

“Supplemental Indenture” means any indenture supplemental to or amendatory of the Bond Indenture executed and delivered by Issuer and the Trustee in accordance with Article X of the Bond Indenture.

“Termination Payment” has the meaning set forth in the Prepaid Agreement.

“Termination Payment Adjustment Schedule” has the meaning set forth in the Prepaid Agreement.

“Trustee” means the trustee under the Bond Indenture and its successors and assigns.

Section 2. Purpose of Agreement and Intention of Parties. The Parties are entering into this Agreement in connection with the execution and delivery of the Bond Indenture, the Prepaid Agreement and the other transaction documents for the purpose of establishing the methodology for determining the Available Discount for each Reset Period following the Initial Reset Period.

Section 3. Reset Periods. Each Reset Period shall commence on the next day that follows the last day of the Initial Reset Period or, subsequently, the immediately prior Reset Period. The length of each Reset Period shall be the remaining term of the Delivery Period unless Calculation Agent elects, in its sole discretion following consultation with Issuer, a shorter period, which period may not be shorter than the lesser of (a) three (3) years or (b) the remaining term of the Delivery Period without Issuer’s consent; *provided further* that:

- (i) The Initial Reset Period and each subsequent Reset Period (other than the final Reset Period) shall end the last day of the month preceding the end of the applicable

Interest Rate Period. For example, if the Interest Rate Period ends October 31, the last day of the Reset Period would end September 30, and

- (ii) the final Reset Period shall end on the last day of the Delivery Period.

Section 4. Morgan Stanley Guarantee. The Morgan Stanley Guarantee terminates on the earliest of (i) the end of the Delivery Period; (ii) the earlier termination of the Prepaid Agreement (including through the date of any Termination Payment thereunder); and (iii) the last day of any Reset Period, if the Guarantor provides written notice of termination of the Morgan Stanley Guarantee. Unless the Morgan Stanley Guarantee is terminated, the Morgan Stanley Guarantee shall remain in effect for the next Reset Period at the time of, or prior to, the delivery of any refunding or remarketing bonds.

Section 5. Estimated Available Discount; Alternative Suppliers.

(a) Initial Estimated Available Discount.

- (i) Initial Estimate by Calculation Agent. Not later than (A) eight months prior to a Mandatory Purchase Date that occurs in February, May, August or November and (B) seven months prior to a Mandatory Purchase Date that occurs in any other month, Calculation Agent will provide an estimate of the length of such Reset Period, the Reset Period Implied Rate, the difference between the Reset Period Implied Rate and SOFR for such period and the Available Discount (the “Estimated Available Discount”) that are anticipated to apply to such Reset Period. In determining the Estimated Available Discount, Calculation Agent shall utilize the methodology set forth in Appendix A. After providing an initial estimate, Calculation Agent may provide updated estimates on its own initiative or upon a subsequent request from Issuer.

- (ii) Cooperation by Calculation Agent. Calculation Agent acknowledges that Issuer will consult with its financial advisor in connection with the establishment of each Reset Period, and Calculation Agent agrees that it will reasonably cooperate with Issuer and its financial advisor in connection therewith consistent with the manner in which it has cooperated with Issuer and its financial advisor in connection with the establishment of the pricing for the Initial Reset Period.

(b) Alternative Estimated Available Discounts; Achievement of Bond Pricing Date.

- (i) Estimates from Alternative Suppliers. Only after having received the Estimated Available Discount from Calculation Agent, Issuer may at its discretion solicit Alternative Suppliers to provide Estimated Available Discounts for such Reset Period. Not later than (A) 165 days prior to a Mandatory Purchase Date that occurs in February, May, August or November and (B) 135 days prior to a Mandatory Purchase Date that occurs in any other month, Issuer may notify Calculation Agent that an Alternative Supplier has provided an Estimated Available Discount that materially exceeds Calculation Agent’s previously provided Estimated Discount Rate (an “Alternative Estimated Available Discount”), which notice must include (1) the identity of the Alternative Supplier, (2) the Alternative Estimated Available

Discount, and (3) certification by Issuer's financial advisor of a reasonable expectation of the Alternative Supplier's ability to deliver such a proposed Estimated Alternative Discount based on then-current market conditions and to achieve a successful Bond closing for such upcoming Reset Period.

- (ii) Calculation Agent Option to Match Alternative Estimated Available Discount. Within 15 days of receiving notice of an Alternative Estimated Available Discount meeting the foregoing requirements, Calculation Agent will notify Issuer if Guarantor could, based on then-current market conditions, match the Alternative Estimated Available Discount. If Calculation Agent so notifies Issuer, Calculation Agent will thereafter exercise commercially reasonable efforts to meet or exceed the Alternative Estimated Alternative Discount as of the Bond Pricing Date for the next Reset Period and Issuer will reasonably cooperate with Calculation Agent in connection therewith; provided that Issuer acknowledges the actual Available Discount will be determined on such Bond Pricing Date based on then-current market conditions but will remain subject to the Minimum Discount requirements.
- (iii) Conditional Novation to Alternative Supplier. If Calculation Agent does not provide a notice of Guarantor's ability to meet the Estimated Available Discount in accordance with the foregoing, then Calculation Agent shall cooperate with Issuer and the Alternative Supplier to cause the Prepaid Supplier Documents to be novated to the Alternative Supplier as of the first day of the next Reset Period, which novation must be conditionally binding not later than two months prior to the Mandatory Purchase Date, subject only to successful closing of the new Bonds. Following the execution of such novation documents, Calculation Agent and Guarantor will have no obligations under any transaction documents for the next Reset Period other than those obligations that would have existed had the Prepaid Agreement terminated at the end of the then-current Reset Period. In the event of a Failed Remarketing (as defined in the Bond Indenture) by the Alternative Supplier, Calculation Agent, may at its option and if all parties are in agreement, elect to attempt to remarket the transaction if Calculation Agent deems there is sufficient time to do so prior to the Mandatory Purchase Date.
- (iv) Novation to Prepay SPV. If Issuer provides a request in writing to Calculation Agent at least one year prior to the end of a Reset Period that Calculation Agent novate its interests in the Prepaid Supplier Documents to a special-purpose entity formed by Calculation Agent or an affiliate of Calculation Agent (any such special purpose entity, a "Prepay SPV"), then Calculation Agent shall cooperate in good faith with Issuer and exercise commercially reasonable efforts to cause the Prepaid Supplier Documents to be novated to a Prepay SPV as of the first day of the next Reset Period.

(c) Notices to Project Participant. Issuer shall notify the Project Participant of the Estimated Available Discount and any updates thereto under the relevant provisions of the Power Supply Contract. Unless Calculation Agent and Issuer otherwise agree, in any notice of Estimated Available Discount provided to a Project Participant prior to the Participant Notification Deadline Day, Issuer shall clearly indicate in such notice that the notice is provisional and is not intended

to, and does not, trigger a Project Participant's right to provide a Remarketing Notice (as defined in the Power Supply Contract).

Section 6. Determination of Available Discount and Monthly Discount.

(a) Calculation Agent shall determine on the Bond Pricing Date the Available Discount for such Reset Period (expressed in cents per MWh and rounded down to the nearest one-half cent) in accordance with the methodology set forth in Appendix A.

(b) For each Reset Period after the Initial Reset Period, Calculation Agent shall determine the monthly discount portion of the Available Discount for such Reset Period (the "Monthly Discount"). Issuer and Calculation Agent then shall mutually agree upon the projected Annual Refund (as defined in the Power Supply Contract) for such Reset Period, which shall be determined consistent with Section 3.2(c) of the Power Supply Contract and shall be the remaining portion of the Available Discount. Calculation Agent and Issuer acknowledge that the purpose of retaining a portion of the Available Discount for distribution in the Annual Refund is to mitigate the risk to bondholders of reduced or lost investment income on any investments held under the Bond Indenture.

Section 7. Termination Payment Adjustment Schedule; Monthly Quantity Changes.

(a) For any Reset Period, Calculation Agent may modify the Termination Payment Adjustment Schedule to reflect changes in the Remaining Energy Values set forth on Attachment 1 to Appendix A and otherwise, provided that such modifications are sufficient to meet the redemption requirements of the Bonds to be sold for such Reset Period.

(b) Issuer and Calculation Agent agree that the Prepaid Agreement will be amended to reflect any reductions to Monthly Projected Quantities determined pursuant to Appendix A.

Section 8. Timing. The dates and time intervals stated in this Agreement may be waived or altered by the mutual agreement of the Parties.

Section 9. Termination. This Agreement shall terminate automatically upon termination of the Prepaid Agreement for any reason, including but not limited to election by the Guarantor to terminate the Morgan Stanley Guarantee pursuant to its terms. For the avoidance of doubt, nothing in this Agreement or any other agreement restricts the ability of Guarantor to terminate the Morgan Stanley Guarantee as set forth in the Morgan Stanley Guarantee, effective as of the end of a Reset Period, which election to terminate may be made by Guarantor in its sole and absolute discretion. Any such termination shall not be considered a failure by Calculation Agent to act in good faith hereunder, regardless of whether the Parties have previously discussed pricing that may apply to any Reset Period or otherwise taken the steps required under this Agreement. Calculation Agent shall not be required to provide estimates hereunder or otherwise take or continue the steps toward determining pricing hereunder for any Reset Period if the Guarantor exercises its right to terminate the Morgan Stanley Guarantee.

Section 10. Communications.

(a) All notices, requests and other communications shall be in writing (including facsimile, electronic mail or other electronic means) provided to the address and/or electronic mail address set forth below:

Calculation Agent: As provided in the Prepaid Agreement

Issuer: As provided in the Prepaid Agreement

(b) Each Party may change the address for communications to it pursuant to the terms of the referenced agreement, which notice shall be effective when delivered at the address specified herein.

Section 11. Miscellaneous.

(a) *Miscellaneous.* Article X (Dispute Resolution) and Sections 18.3 (Entirety; Amendments), 18.4 (Governing Law), 18.5 (Non-Waiver), 18.6 (Severability), 18.7 (Exhibits), 18.9 (Relationship of Parties), 18.12 (Limitation of Liability) and 18.13 (Counterparts) of the Prepaid Agreement are incorporated by reference into this Agreement, *mutatis mutandis*, as if fully set forth herein.

(b) *Amendments to Power Supply Contract and Bond Indenture.* Issuer shall not agree to or consent to any modification, supplement, amendment or waiver of any provision of the Power Supply Contract or the Bond Indenture that affects the meaning of any defined term herein or the operation of any provision hereof.

(c) *Assignment.* This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either Party hereto without the prior written consent of the other Party; provided that each Party acknowledges and agrees that the other Party shall assign all of its right, title and interest in, to and under this Agreement in connection with any assignment by either Party of its right, title and interest in, to and under the Prepaid Agreement to the assignee thereof, which assignment shall constitute a novation.

[Separate Signature Page(s) Attached]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the date first above written.

MORGAN STANLEY ENERGY
STRUCTURING, L.L.C.

By:_____

Name:_____

Title:_____

CALIFORNIA COMMUNITY CHOICE
FINANCING AUTHORITY

By:_____

Name:_____

Title:_____

[Signature Page to Re-Pricing Agreement]

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Appendix A

Calculation Agent will undertake the following steps in determining the Available Discount for any Reset Period (each, a “New Reset Period”):

- Step 1: Determine the “Prior Remaining Energy Value”
 - Calculation Agent will determine the Remaining Energy Value for the last month of the current Reset Period (the “Old Reset Period”) based on Attachment 1 hereto, as such Attachment initially existed or was last updated at the beginning of the prior Reset Period (the “Prior Remaining Energy Value”).
 - “Remaining Energy Value” means, for any month, the amount set forth on Attachment 1 of Appendix A as the “Remaining Energy Value” for such month, as Attachment 1 may be updated pursuant to this Appendix A in connection with the establishment of any new Reset Period.
- Step 2: Calculation Agent will specify the length of the New Reset Period pursuant to Section 3 of the Agreement
- Step 3: Calculation Agent will specify a Reset Period Implied Rate for the New Reset Period and a Delivery Period Implied Rate
 - “Delivery Period Implied Rate” means, for any remaining portion of the Delivery Period that is not covered by a Reset Period, a fixed rate determined by Calculation Agent in its sole and absolute discretion as of the Bond Pricing Date for such Reset Period which Calculation Agent or Guarantor determines (in its sole discretion) represents an appropriate taxable market discount rate as of the Bond Pricing Date.
 - “Reset Period Implied Rate” means, for any Reset Period other than the Initial Reset Period, a fixed rate offered by Calculation Agent in its sole and absolute discretion as of the Bond Pricing Date for such Reset Period at which Calculation Agent or Guarantor determines (in its sole discretion) that it would be able to acquire, as of the date of determination, funding from other sources comparable to the funding provided by the Prepaid Agreement as of the date of determination. In determining such a rate, the Guarantor and Calculation Agent may consider all relevant factors, including (x) the nature of the source of funding provided by the Prepaid Agreement, including any applicable regulatory or capital charges, (y) the tenor and possibility of early termination of the Prepaid Agreement, and (z) any other unique attributes of the Prepaid Agreement funding relative to other sources available to the Guarantor.
- Step 4: Determine the “New Remaining Delivery Cost”
 - Calculation Agent will determine the “Remaining Delivery Cost” for each month of the Delivery Period after the Old Reset Period. The Remaining Delivery Cost for the first month of the New Reset Period is the “New Remaining Delivery Cost”.

- “Remaining Delivery Cost” means, for the first month of any New Reset Period (the “Determination Month”), an amount calculated by Calculation Agent equal to the net present value of a stream of monthly payments equal to the Monthly Projected Quantities multiplied by the Fixed Price for the remainder of the Delivery Period (including such Determination Month), discounted at the Reset Period Implied Rate for the New Reset Period and the Delivery Period Implied Rate for the remainder of the Delivery Period after the New Reset Period.
- Step 5: Additional Reduction Amount or changing Monthly Projected Quantities
 - If the Prior Remaining Energy Value is less than the New Remaining Delivery Cost:
 - If the Reset Period will go to the end of the Delivery Period, Calculation Agent will reduce the Monthly Projected Quantities to zero in as many months as necessary at the end of the Delivery Period (and, to the extent necessary, reduce the Monthly Projected Quantities in the last remaining month of the Reset Period to a quantity greater than zero) such that the Prior Remaining Energy Value is equal to the New Remaining Delivery Cost.
 - If the Reset Period will end prior to the end of the Delivery Period, Calculation Agent in its sole discretion may reduce the Monthly Projected Quantities as provided above.
 - If the Prior Remaining Energy Value is greater than the New Remaining Delivery Cost:
 - Subject to the following bullet, Calculation Agent will pay to Issuer the amount, if any, by which (A) the Prior Remaining Energy Value exceeds (B) the New Remaining Delivery Cost (the “Additional Reduction Amount”) on the first day of the contemplated Interest Rate Period, which payment shall be applied by Issuer to the retirement of Bonds.
 - Notwithstanding the immediately prior bullet, Calculation Agent may elect to retain a portion of the Excess Amount if (i) the Reset Period will end prior to the end of the Delivery Period, (ii) such retention does not reduce the Available Discount, and (iii) doing so is consistent with the amortization requirement of the Bonds. If Calculation Agent elects to retain a portion of such Excess Amount pursuant to the foregoing proviso, the Additional Reduction Amount shall be the portion of such Excess Amount that Calculation Agent elects to pay.
 - Any Additional Reduction Amount or changes in Monthly Projected Quantities will then be included in calculating the New Remaining Delivery Cost. An Additional Reduction Amount will reduce the Prior Remaining Energy Value for this purpose.
 - Once the New Reset Period goes into effect, Attachment 1 hereto will be amended such that the Remaining Energy Value for each month in the New

Reset Period and the remainder of the Delivery Period is equal to the Remaining Delivery Cost for such month as determined under Step 4 and updated under this Step 5.

- Step 6: Determine the Fixed Rate for the Bonds for the term of such contemplated Interest Rate Period
 - The remarketing agent or underwriter of the Bonds for such contemplated Interest Rate Period will specify the Fixed Rate.
 - “Fixed Rate” means, for any New Reset Period, the fixed rate or rates of interest payable by Issuer with respect to a Series of Bonds or, in the case of a Series of Variable Rate Bonds (as defined in the Bond Indenture), the fixed rate payable by Issuer under the related fixed rate swap transaction, which Fixed Rates will be determined on the Bond Pricing Date at a rate sufficient to enable all the Bonds to be sold or remarketed on such Bond Pricing Date in accordance with the Bond Indenture (which sale price may include a premium or discount to par), as determined based on market information then available.
- Step 7: Determine Monthly Discount Portion of Available Discount
 - Calculation Agent will determine the Monthly Discount portion of the Available Discount for the Reset Period based on the expected differences between monthly revenues and monthly debt service and other obligations of the Clean Energy Project (as defined in the Bond Indenture).
- Step 8: Determine Annual Refund Portion of Available Discount
 - Calculation Agent and Issuer shall mutually agree upon the projected Annual Refund (as defined in the Power Supply Contract) for the Reset Period, which shall be determined consistent with Section 3.2 of the Power Supply Contract and shall be the remaining portion of the Available Discount.

Attachment 1 to Appendix A

REMAINING ENERGY VALUES

[To be attached.]