

May 21, 2026

Debbie-Anne A. Reese  
Secretary  
Federal Energy Regulatory Commission  
888 First Street, NE  
Washington, DC 20426

**Re: California Independent System Operator Corporation  
Filing of Multilateral VER Agreement  
Docket No. ER26-\_\_\_\_-000**

Dear Secretary Reese:

The California Independent System Operator Corporation (“CAISO”) submits for filing and acceptance a contract, the Multilateral Variable Energy Resource (“VER”) Agreement (“Agreement”), dated April 23, 2026, among the CAISO, SunZia Wind North, LLC and SunZia Wind South, LLC (the “Parties”).<sup>1</sup> The Agreement sets forth the terms under which the CAISO will provide a Single-Tier Forecasting Pilot to facilitate market participation in the CAISO balancing authority area by two physical VER resources divided into “logical share” resource aggregations and a pseudo-tie export of a portion of generation from these “logical shares” to an adjoining balancing authority area participating in the Western Energy Imbalance Market (WEIM).<sup>2</sup> When implemented, the Single-Tier Forecasting Pilot will make the generation from the resources available to the neighboring balancing authority area and will enable each of the logical shares to participate in the CAISO Markets, while allowing the Parties to evaluate the means and manner of the methodology used in this pilot arrangement.

The objective of the Single-Tier Forecasting Pilot is to allow for a pseudo-tie

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<sup>1</sup> The CAISO submits the Agreement pursuant to Section 205 of the Federal Power Act, 16 U.S.C. § 824d. The Agreement is included as an attachment to this filing and is designated as CAISO service agreement number 9194. Capitalized terms not otherwise defined herein have the meanings set forth in the CAISO tariff.

<sup>2</sup> The Single-Tier Forecasting Pilot provides for a subdivision of physical assets into calculated “Logical Shares,” whereby each logical share is assigned a separate resource ID that will allow it to participate in the CAISO Markets, consistent with the existing market participation models. See Attachment A (providing as an attachment a public copy of the executed agreement with limited contact details that are personally-identifiable information) (hereinafter “Agreement”).

export of a shared generation resource across neighboring balancing areas.<sup>3</sup> While the CAISO has facilitated the pseudo-tie export of a share of a traditional generating facility, this will be the first time the CAISO is facilitating the pseudo-tie export of a share from a VER. Facilitating this objective will require the CAISO, among other things, to perform enhanced forecasting and monitoring for the physical resource and its associated logical shares. This modeling effort introduces the concept of allocating a physical resource forecast to multiple shares that are mathematically derived and allocated a forecast that is used to support market participation within each of the neighboring balancing authority areas.<sup>4</sup>

The lessons learned from the Single-Tier Forecasting Pilot will inform the need for a future CAISO stakeholder initiative to consider expanding, or modifying, the Single-Tier Forecasting Model for any similar resources to participate in the market through an amendment to the CAISO tariff.<sup>5</sup> The Single-Tier Forecasting Pilot bridges a gap between the current shared resource modeling solution, where individual turbines are mapped to contractual shares, and the future cross-balancing authority area modeling solution, where individual shares are mathematically derived from the generating capacity and output of a single physical resource. The Single-Tier Forecasting Pilot will provide the Parties with valuable experience regarding the complexities of forecasting logical shares for cross-balancing authority area VER market participation. The Agreement supplements the CAISO tariff and the *pro forma* WEIM participation agreements to accommodate the unique nature of the logical shares, including those being transferred in support of the pseudo-tie export of a shared VER resource, and to enable CAISO market participation by each of the individual logical shares associated with the resources physically interconnected to the CAISO balancing authority area.<sup>6</sup>

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<sup>3</sup> The Agreement contemplates that the attaining balancing area may cease WEIM participation and, if such occurs, then the Parties intend to negotiate revisions to the Agreement that are necessary to facilitate cross-market participation outside of the WEIM. See Agreement, Section 2.2.4 (termination due to regulatory or market participation changes).

<sup>4</sup> In contrast to a “contractual share,” where turbines are mapped to the resource ID, a “logical share” does not include such mapping and is based on an allocated percentage of a single physical resource. Compare *Cal. Indep. Sys. Operator Corp.*, 177 FERC ¶ 61,214, P 2 (2021) (recognizing that the CAISO’s modeling of “shared pseudo-tie resources as separate market resources is limited to simple generators with a non-negative minimum load, start-up and minimum-load costs, and a single operating range”).

<sup>5</sup> The Commission has previously accepted rules applicable and tailored to a specific resource for purposes of gaining experience with a unique, new, and innovative construct prior to initiating a stakeholder process to develop generally applicable rules through a tariff amendment. See, e.g., *Cal. Indep. Sys. Operator Corp.*, 177 FERC ¶ 61,214 (2021) (accepting a jointly-owned unit pilot agreement). *Cal. Indep. Sys. Operator Corp.*, 171 FERC ¶ 61,262 (2020) (accepting a split resource participation agreement between the CAISO and the Calpine Sutter Energy Center).

<sup>6</sup> Following submission of the Agreement to the Commission, the CAISO intends to submit an amendment to Schedule 2 of its existing Dynamic Transfer Balancing Authority Operating Agreement (“DTBOA”) with the Attaining Balancing Area to formalize the Pseudo-Tie arrangement following public

The CAISO requests that the Commission issue an order sixty days after filing that accepts the agreement. The CAISO respectfully requests the Commission accept this agreement and allow the agreement to take effect September 15, 2026, subject to a notification of the actual effective date seven days prior to implementation.<sup>7</sup> Issuing an order allowing for the flexible effective date will support timely implementation of logical shares in the CAISO Markets and the Pseudo-Tie Export to the attaining balancing area no later than October 1, 2026.

## I. Background

The CAISO facilitated a dynamic transfer stakeholder process in 2010-2011 that established the rules for pseudo-ties to the CAISO balancing authority area.<sup>8</sup> Separately and subsequently, the CAISO developed the WEIM rules that went into effect in 2014 and Extended Day Ahead Market (EDAM) rules that went into effect in 2026.<sup>9</sup> Together these rules support pseudo-tied resources within the WEIM and EDAM areas and market participation by the associated generating units.<sup>10</sup> Historically, the CAISO has facilitated pseudo-tie imports of generation into its balancing area.<sup>11</sup> In this Agreement, the CAISO is supporting a pseudo-tie export of a physical generation

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announcement by the Attaining Balancing Area. See, e.g., Transmittal Letter, Docket No. ER25-2387 at p.2 (May 30, 2025) (explaining that additional pseudo-tie resources or dynamically scheduled resources would be supported with agreement of the parties under the DTBAOA through an amendment of Schedule 2).

<sup>7</sup> See, e.g., *Cal. Indep. Sys. Operator Corp.*, 190 FERC ¶ 61,097 (2025) (directing the CAISO to notify the Commission of the actual effective date of the tariff revisions seven days prior to implementation in an eTariff submittal using Type of Filing Code 150 – Report. The CAISO has included an effective date of 12/31/9998 as part of the tariff records submitted in this filing. The CAISO will notify the Commission of the actual effective date of these tariff records at least seven days prior to implementation in an eTariff submittal using Type of Filing code 150 – Report.

<sup>8</sup> CAISO Tariff, Appendix N (containing the rules applicable to pseudo-ties into and out of to the CAISO balancing authority area); CAISO Tariff, Appendix M (containing the dynamic scheduling protocol *Cal. Indep. Sys. Operator Corp.*, 136 FERC ¶ 61,239 (2011); see also, *Cal. Indep. Sys. Operator Corp.*, 174 FERC ¶ 61,059 (2021) (accepting the rules applicable to pseudo-ties of shared resources to the CAISO balancing authority area). This Agreement facilitates a Single-Tier Forecasting Pilot to facilitate the pseudo-tie export of a shared resource from the CAISO balancing authority area into an attaining EIM Balancing Authority Area.

<sup>9</sup> CAISO Tariff, Section 29 (establishing the rules applicable to participation in the EIM); see also, *Cal. Indep. Sys. Operator Corp.*, 149 FERC ¶ 61,005 (2014). See CAISO Tariff, Section 33 (establishing the rules applicable to participation in the EDAM)

<sup>10</sup> See CAISO Tariff, Appendix N, Section 2.2.1.2 (providing that “[t]he owner of a generating unit that will be a Pseudo-Tie out of the CAISO Balancing Authority Area must (a) transfer dynamically its entire output of its real time generation production and (b) submit Bids, including Self-Schedules, into the CAISO Markets . . . .”)

<sup>11</sup> See, e.g., CAISO Tariff, Appendix N, Section 3 (providing the framework for a pseudo-tie import of a shared resource).

asset connected to the CAISO balancing authority area into a neighboring WEIM balancing authority area (*i.e.*, the attaining balancing authority area).<sup>12</sup>

In 2024, the CAISO received a new Participating Transmission Owner (PTO) application from SunZia Transmission, LLC to include its high voltage direct current (HVDC) transmission facilities in New Mexico and certain transmission rights in Arizona under the ISO operational control as a Subscriber PTO.<sup>13</sup> The SunZia Transmission system is an approximately 552-mile, bi-pole, HVDC transmission line in New Mexico and Arizona with a transmission capacity of approximately 3,000 MW that connects generation resources in the Southwest with markets and customers in California and the WEIM.<sup>14</sup> SunZia Transmission commenced construction in 2023 and its facilities were turned over to the CAISO's operational control pursuant to the terms of the Transmission Control Agreement in the second quarter of 2026.<sup>15</sup>

SunZia Transmission has entered into a Transmission Service Agreement with the generators connected to its system.<sup>16</sup> The SunZia Transmission Service Agreement provides the generators with firm point-to-point transmission service for the entire expected capacity of the SunZia Transmission Line from the Point of Receipt (POR) at the SunZia East AC Switchyard to the Point of Delivery (POD) at the Pinal Central 500 kV Substation.<sup>17</sup> The generators connected to the SunZia Transmission system rely on contractual entitlements for service from the POD to delivery at the boundary of the CAISO controlled grid.<sup>18</sup> These contractual entitlements are referred to as the "Arizona Entitlements."<sup>19</sup> SunZia's facilities, inclusive of the Arizona Entitlements, were placed under the CAISO's operational control in April 2026.<sup>20</sup> The generation projects have recently entered commercial operation and the SunZia system will begin generating more than 3,000 MW for delivery into western markets.

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<sup>12</sup> See CAISO Tariff, Appendix N, Section 2 (establishing the framework for a pseudo-tie export).

<sup>13</sup> The CAISO published notice of the application and distributed the materials through a market notice. See [www.caiso.com/documents/sunzia-transmission-llc-submits-new-participating-transmission-owner-application-to-california-iso.html](http://www.caiso.com/documents/sunzia-transmission-llc-submits-new-participating-transmission-owner-application-to-california-iso.html).

<sup>14</sup> SunZia Transmission is participating under the CAISO's approved Subscriber PTO model. See *Cal. Indep. Sys. Operator Corp.*, 186 FERC ¶ 61,177 (2024).

<sup>15</sup> See Informational Filing, Docket No. ER25-169 (April 13, 2026) (documenting the transfer of operational control as of April 9, 2026).

<sup>16</sup> See, e.g., *Letter Order*, Docket No. ER23-721 (Feb. 16, 2023); see also *SunZia Transmission*, 191 FERC ¶ 61,053, P 10 (2025).

<sup>17</sup> *Id.* (providing for more than 3,000 MW of transmission service).

<sup>18</sup> See, e.g., *SunZia Transmission LLC*, 191 FERC ¶ 61,053, P 6 (2025) (explaining that the generators secured more than 2,000 MW of long-term contractual entitlements to Palo Verde).

<sup>19</sup> *Id.*

<sup>20</sup> See Informational Filing, Docket No. ER25-169 (April 13, 2026) (documenting the transfer of operational control as of April 9, 2026).

The SunZia generating projects are interconnected to the CAISO balancing authority area.<sup>21</sup> Appendix N of the CAISO tariff establishes a framework for the sharing of generation resources between balancing authority areas when a generation resource is represented as a pseudo-tie import into the CAISO balancing authority area.<sup>22</sup> Appendix N also provides a standardized framework to address the pseudo-tie export of the full capacity of a generation resource from the CAISO balancing authority area.<sup>23</sup> The CAISO has not yet developed a standardized framework that addresses the unique arrangements necessary to facilitate the pseudo-tie export and market participation of shared generation resources when those resources require a meteorological forecast.<sup>24</sup> The Agreement sets forth how the CAISO will extend its existing capabilities to model the pseudo-tie export of a share of a variable generation asset and enabling market participation through standard models for each share associated with the physical resource. This effort will require enhanced forecasting, monitoring, and coordinated operation and allocation.<sup>25</sup> The CAISO proposes to undertake this enhanced forecasting, monitoring, and coordinated operation and allocation as provided in the Agreement.

## II. The Multilateral VER Agreement's Terms and Conditions

The Multilateral VER Agreement is a negotiated agreement unique to the specific facts and circumstances of the shared resource supporting a Pseudo-Tie export. The Agreement details the contractual terms negotiated between the Parties to facilitate a Single-Tier Forecasting Pilot that will allow the CAISO to model approximately 3,000 MW of generation to serve the needs of multiple balancing areas. In addition to the CAISO, the Parties to the Agreement are SunZia Wind North, LLC and SunZia Wind South, LLC, each a Participating Generator interconnected to the CAISO Balancing Authority Area.<sup>26</sup> The Agreement defines each of these signatories as a Physical Resource Owner.<sup>27</sup>

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<sup>21</sup> See *Letter Order*, Docket No. ER25-171 (Feb. 21, 2025) (accepting the three-party Large Generator Interconnection Agreement).

<sup>22</sup> See CAISO Tariff, Appendix N, Section 3 (“Pseudo-Ties of Shared Resources to the CAISO Balancing Authority Area”).

<sup>23</sup> *Id.* at Section 2 (“Pseudo-Ties of Generating Units out of the CAISO Balancing Authority Area”).

<sup>24</sup> The CAISO has piloted a pseudo-tie export of a shared resource that did not require a meteorological forecast. *Cal. Indep. Sys. Operator Corp.*, 177 FERC ¶ 61,214 (2021).

<sup>25</sup> For resource shares pseudo-tied to the CAISO balancing authority area, Appendix N requires an allocation protocol. See CAISO Tariff, Appendix N, Section 3.2. The Agreement for a pseudo-tied resource from the CAISO balancing authority area includes a similar construct. See Agreement, Schedule 2.

<sup>26</sup> See Agreement, Recitals.

<sup>27</sup> See Agreement, Recitals.

The Agreement provides the terms by which the Parties will create, register, and designate for market participation a set of “Logical Shares” that are mathematically derived from each “Physical Resource.”<sup>28</sup> The CAISO’s existing market models accommodate the registration and forecasting of the physical resource, and these existing market models would allow the physical resources connected to the SunZia system to engage in market participation as either internal CAISO generators or as EIM participating resources.<sup>29</sup> The existing market models do not, however, provide a means to allocate the necessary meteorological forecast from physical resources to the market-participation logical shares. To enable the market-participating logical share resources to register and participate in the CAISO markets consistent with the CAISO’s standard participation models for VERs, the Agreement sets forth the manner by which the CAISO will create, distribute, implement, and monitor the allocation of the necessary meteorological forecast from the physical resource to the logical share resources. This concept is defined in the Agreement as a “Single-Tier Forecasting Pilot.”<sup>30</sup> The Single-Tier Forecasting Pilot requires the resources to communicate certain meteorological, operational, and telemetry baseline information to the CAISO. The procedures, data exchange requirements, and allocation methodologies necessary to receive and process such information are established in the “Split VER Allocation Protocol” included as Schedule 2 of the Agreement.<sup>31</sup>

Most of the Agreement includes standard terms and conditions associated with participation in the CAISO Markets<sup>32</sup> or in support of other services the CAISO provides, similar to those previously accepted by the Commission.<sup>33</sup> These provisions address

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<sup>28</sup> See Agreement, Sections 1.19 (defining “Logical Share”) and 1.11 (defining “Physical Resource”). The percentage allocation to derive the Logical Shares from the Physical Resources is set forth in Schedule 1 of the Agreement. Agreement, Schedule 1. A Logical Share that participates in the CAISO Markets is defined as a “Split VER”. See Agreement, Section 1.19. For clarity, this transmittal letter refers to the market-participating resources as “Logical Shares,” and this reference is intended to encompass the Agreement’s references to “Split VERs”. A Scheduling Coordinator facilitates participation of the Logical Shares in the CAISO Markets. Agreement, Section 6.3.1.

<sup>29</sup> The CAISO tariff provides for market-participation by resources with a VER component consistent with their meteorological forecast. See, e.g., CAISO Tariff, Appendix Q. Non-VER resources do not require this type of meteorological forecasting to participate in the market.

<sup>30</sup> Agreement, Section 1.17 (defining “Single-Tier Forecasting Pilot”).

<sup>31</sup> Agreement, Schedule 2. The Split VER Allocation Protocol is defined as “[t]he set of procedures, data exchange requirements, and operational logic by which the Single-Tier Forecasting Pilot is implemented, governing the allocation, forecasting, and reconciliation of generation among Split VERs in accordance with the CAISO Systems . . .”. See Agreement, 1.18.

<sup>32</sup> For avoidance of doubt, the defined term CAISO Markets includes both the CAISO’s operation of the WEIM. See CAISO Tariff, Appendix A (defining “CAISO Markets”).

<sup>33</sup> See, e.g., *Cal. Indep. Sys. Operator Corp*, 171 FERC ¶ 61,262 (2020) (accepting a split resource participation agreement between the CAISO and the Calpine Sutter Energy Center); and *Cal. Indep. Sys. Operator Corp*, 170 FERC ¶ 61,169 (2020) (letter order accepting a nodal pricing model agreement between the CAISO and PacifiCorp). This framework was originally developed by the CAISO when the

the applicability of the CAISO tariff, costs, dispute resolution, liability, uncontrollable forces, and other miscellaneous terms.<sup>34</sup> The majority of the specific terms and conditions in these provisions are substantially unchanged from other CAISO *pro forma* participation agreements or are substantially similar to provisions in other CAISO agreements previously accepted by the Commission.<sup>35</sup> Consistent with past precedent, this bilateral Agreement supplements but does not conflict with the CAISO tariff and existing agreements.<sup>36</sup> The discussion herein addresses the provisions unique to the Multilateral VER Agreement to establish the Single-Tier Forecasting Pilot for the SunZia facilities.

To initiate the pilot, each Physical Resource Owner has designated a percentage allocation to allow the CAISO to create two Logical Shares from each Physical Resource.<sup>37</sup> The “Allocation Factor” is expressed either as a percentage or as a megawatt value, but in all cases (1) the sum of the logical share allocation factors must not exceed one hundred percent (100%) of the Physical Resource’s registered capacity, and (2) the logical share allocation factors must be identical across all the CAISO systems where such data is used or referenced, including the CAISO Master File, forecasting systems, outage management, and settlement systems.<sup>38</sup> Each Logical Share derived based on the Allocation Factor will receive a resource ID and will be registered individually in the CAISO Master File as the appropriate resource type.<sup>39</sup> The Logical Shares designated as EIM Participating Resources will support the pseudo-tie export of generation to serve the needs of the Attaining Balancing Authority Area.<sup>40</sup> The Logical Shares designated as internal CAISO generation will serve the needs of the CAISO balancing authority area.<sup>41</sup> The Agreement permits the Parties to update the

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metered subsystem agreements were negotiated, which have since been updated on several occasions. For example, see Section 3.2 of the MSSA in the CAISO’s filing of the Second Amended and Restated City of Riverside Metered Subsystem Agreement among the CAISO and the City of Riverside, which was accepted by Commission letter order issued on February 23, 2012 in Docket No. ER12-740.

<sup>34</sup> See, e.g., Agreement, VIII-XII.

<sup>35</sup> Each Resource must register in the CAISO Systems, including the CAISO’s master file, and will engage in standard market participation in accordance with the registered-resource requirements. See Agreement, Article IV-VI.

<sup>36</sup> See, e.g., Agreement at Article VIII-XII.

<sup>37</sup> See Agreement, Schedule 1.

<sup>38</sup> See Agreement, Schedule 2, II.B.

<sup>39</sup> See Agreement, Schedule 2, II.A. See *also* Agreement, Schedule 1 (specifying the market participation option and indicating whether the Logical Share will be registered as a CAISO internal generation asset or as an WEIM/EDAM Participating Resource).

<sup>40</sup> See, e.g., Agreement, Section 5.7.4 (providing that the applicable Physical Resource Owner shall coordinate outage and availability reporting with the Attaining BAA and ensure consistency with the CAISO’s outage entries).

<sup>41</sup> See, e.g., Agreement, Article IV (setting forth the market participation and dispatch framework).

Allocation Factor in a structured manner.<sup>42</sup> When the components of the Single-Tier Forecasting Pilot are brought together with the Split VER Allocation Protocol, the CAISO will implement software capable of physically modeling the market-participating logical shares in support of the pseudo-tie export. This software also will be able to allocate the forecast to individual logical shares derived from a single physical resource in a manner that produces a more optimal market solution and alleviates the burden currently placed on resource owners by automating the resource allocation function to facilitate a pseudo-tie export of a Logical Share from the CAISO balancing authority area to a WEIM balancing authority area.

Once the pilot begins, each logical share resource will receive a CAISO Resource ID and will register in the CAISO systems as a generating unit by specifying its resource characteristics including, but not limited to, fuel type, registered capacity, Pmax, Pmin, ramp rates and associated scheduling coordinator identification.<sup>43</sup> The logical share resources will provide telemetry and data mapping to ensure the CAISO maintains situational awareness in support of balancing electricity supply with consumer demand.<sup>44</sup> The resource registration and configuration details, together with the CAISO's Appendix Q data requirements, will then feed into the CAISO forecasting systems used to create the state-of-the-art forecast allocated for each physical resource and to distribute that forecast to the logical shares holding the market-participating resource IDs. The forecast allocated to each logical share then drives that logical share's participation in the CAISO's markets.<sup>45</sup>

As separate resources participating in the CAISO markets, each logical share will separately manage its outages. The Agreement clarifies that logical shares registered as EIM Participating Resources, as well as the logical shares registered as CAISO internal generators, will report their share of outages into the CAISO's outage management system.<sup>46</sup> This ensures both the CAISO and the WEIM balancing authority area are aware of any outages reported for the logical shares in its balancing authority area. The Agreement clarifies that the generator signatories represent and warrant that the individual outage submissions made by the scheduling coordinator for

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<sup>42</sup> See Agreement, Section 7.1 (allowing for updates one time per year in cycle with the CAISO's full network model updates).

<sup>43</sup> See Agreement, Section 4.1, 5.1.1.

<sup>44</sup> See Agreement, Section 4.5.

<sup>45</sup> For example, for VERs registered as internal generation in the CAISO, the resource may participate in the real time market and generate up to its dispatch operating target ("DOT"), with the DOT generated in part from the resource's meteorological forecast. See, e.g., CAISO Tariff, Section 34.1.6 (discussing how the CAISO uses the forecast data for the fifteen minute market), Section 34.5.1 (discussing how the CAISO uses the forecast data for the five minute market); see also CAISO Tariff, Section 29.34(e) (setting forth the required information for EIM resource plan, including energy bids for EIM Participating Resources).

<sup>46</sup> See Agreement, Section 5.7.

the logical share “accurately reflect the Pmin and Pmax limits applicable to the relevant Logical Share and such submissions aggregate upward to the applicable Physical Resource’s capacity for reporting consistency.”<sup>47</sup> The allocation protocol, contained in Schedule 2 of the agreement, provides further requirements for outage reconciliation and verification and requires the Parties to take action to immediately identify the root cause of any discrepancies between the logical share outages submitted into the CAISO’s outage management system and the underlying physical resource outage conditions.<sup>48</sup>

The Agreement also includes safeguards to preserve the Parties’ ability to protect against any unforeseen impacts of the Single-Tier Forecasting Pilot. This Multilateral VER configuration within the CAISO Markets is a first-of-its-kind implementation of a pseudo-tie Export of an Eligible Intermittent Resource supported by Subscriber Rights. This combination of sharing arrangements between two Physical Resources, where the first year of operations is limited to only four associated Logical Shares, will provide a discrete set of resources for the Single-Tier Forecasting Pilot to administer. This limited scope will allow the Parties to develop lessons learned that will provide useful information for the Parties and also illuminate the potential to extend the Single-Tier Forecasting model. Under the terms of the Agreement, the CAISO will validate all submitted data and allocation parameters for completeness, internal consistency, and system compatibility.<sup>49</sup> If the CAISO determines that submitted data or allocation parameters are incomplete, inconsistent, or jeopardize forecast accuracy or system reliability, the CAISO may apply default values or require corrective actions by the applicable Scheduling Coordinator.<sup>50</sup> This will permit the CAISO to evaluate the modeling functionality without unnecessarily increasing the potential adverse impacts of any shortcomings in the model that may be identified during the initial phase. This balanced and limited approach will help the CAISO effectively evaluate the results of the Single-Tier Forecasting Pilot, and it will provide a solid foundation to assess the performance of the functionality of a shared VER in support of a pseudo-tie export if there is stakeholder interest in pursuing a tariff-based mechanism.

### **III. The Multilateral VER Agreement is Just and Reasonable**

The Parties, each a sophisticated counterparty, engaged in extensive bilateral negotiations to craft the terms and conditions of the Agreement that reflect the unique facts and circumstances of the SunZia projects. The Single-Tier Forecasting Pilot represents the earliest opportunity for the CAISO to work towards developing the software required to model the Pseudo-Tie export of a shared VER. Identifying and resolving technical issues under the terms of the Agreement will assist the CAISO and

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<sup>47</sup> Agreement, Section 5.7.2.

<sup>48</sup> Agreement, Schedule 2, VIII.B-C.

<sup>49</sup> Agreement, Schedule 2, V.B

<sup>50</sup> Agreement, schedule 2, V.B.

stakeholders in evaluating this functionality and developing a tariff-based mechanism.<sup>51</sup> In the meantime, this just and reasonable bilateral agreement will enable the Parties to integrate additional generation into the Western Interconnection.

The Agreement documents the Parties' mutual agreement to its terms and conditions. The Supreme Court has explained that sophisticated counterparties may agree to impose a heightened standard of review to preserve a freely negotiated bilateral contract.<sup>52</sup> Here, the Parties have chosen to do so to preserve the unique and specific arrangements necessary to address these unique facts and circumstances.<sup>53</sup> The heightened public interest application of the just and reasonable standard applies to this initial review of the Agreement.<sup>54</sup>

The *Mobile-Sierra* presumption of just and reasonableness applies to an agreement if the agreement exhibits certain characteristics that justify the presumption.<sup>55</sup> In assessing whether these characteristics are present, the Commission must determine whether the agreement at issue embodies certain characteristics that justify the presumption.<sup>56</sup> Specifically, in assessing whether these characteristics are present, the Commission determines whether the agreement at issue embodies either:

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<sup>51</sup> Stakeholders should indicate their interest in such a tariff-based mechanism through the process outlined in the CAISO's market policy catalog and roadmap process. The CAISO's annual policy catalog and roadmap process prioritizes and sequences market design enhancements by soliciting policy initiative proposals from stakeholders, assessing stakeholder support for proposed policy initiatives, and documenting a work plan, called the roadmap, for future policy initiatives. See, e.g., <https://stakeholdercenter.caiso.com/RecurringStakeholderProcesses/2026-market-policy-catalog-and-roadmap-process>.

<sup>52</sup> See, e.g., *Morgan Stanley Capital Group Inc. v. Pub. Util. Dist. No. 1 of Snohomish Cnty.*, 554 U.S. 527, 530 (2008) ("*Morgan Stanley*"); *NRG Power Mktg., LLC v. Me. Pub. Utils. Comm'n*, 558 U.S. 165 (2010) ("*NRG Power Marketing*").

<sup>53</sup> See Agreement, Section 13.1 (providing for the *Mobile-Sierra* standard of review).

<sup>54</sup> Under *Mobile-Sierra*, the Commission must presume that certain agreements meet the statutory just and reasonable standard of review. See *Commonwealth Edison*, 194 FERC ¶ 61,181, P 27 (2026) (citing *Devon Power LLC*, 134 FERC ¶ 61,208, at P 10 (2011) (citing *Morgan Stanley Cap. Grp. Inc. v. Pub. Util. Dist. No. 1 of Snohomish Cnty.*, 554 U.S. 527, 530 (2008) (*Morgan Stanley*)).

<sup>55</sup> The *Mobile-Sierra* presumption has been applied for bilateral contracts for sales of energy and cost-recovery for transmission assets. See, e.g., *W. Elect. Coord. Council*, 194 FERC ¶ 61,123 (explaining how the *Mobile-Sierra* presumption applies to bilateral contracts for energy); *Central Maine Power Co.*, 165 FERC ¶ 61,034 at PP 19–21 (2018) (applying the *Mobile-Sierra* presumption to transmission service agreements).

<sup>56</sup> The *Mobile-Sierra* presumption has been applied for bilateral contracts for sales of energy and for cost-recovery for transmission assets. See, e.g., *W. Elect. Coord. Council*, 194 FERC ¶ 61,123 (explaining how the *Mobile-Sierra* presumption applies to bilateral contracts for energy); *Central Maine Power Co.*, 165 FERC ¶ 61,034 at PP 19–21 (2018) (applying the *Mobile-Sierra* presumption to transmission service agreements).

- (1) individualized rates, terms, or conditions that apply only to sophisticated parties who negotiated them freely at arm's length; or
- (2) rates, terms, or conditions that are generally applicable or that arose in circumstances that do not provide the assurance of justness and reasonableness associated with arm's-length negotiations.<sup>57</sup>

Unlike the latter, the former constitutes contract rates, terms, or conditions that necessarily qualify for a *Mobile-Sierra* presumption.<sup>58</sup>

The Multilateral VER Agreement qualifies for the *Mobile-Sierra* presumption. The Agreement is an individualized contract containing rates, terms, and conditions that apply only to the specific sophisticated parties who negotiated the terms freely and at arm's length. The terms of the Agreement are not generally applicable and will not apply to a party that did not participate in the negotiations.<sup>59</sup> The Agreement, documenting the terms of a unique pilot arrangement, embodies an individualized rate schedule accommodating a bespoke project arrangement. Furthermore, each counterparty is a sophisticated entity that has considerable experience with power market transactions and corresponding negotiations. Accordingly, as a freely-negotiated individualized contract, the Agreement qualifies for the *Mobile-Sierra* presumption.

The *Mobile-Sierra* presumption of justness and reasonableness may be overcome only if the Commission "concludes that the agreement seriously harms the public interest."<sup>60</sup> Here, there can be no such showing. The Agreement includes important safeguards to allow the expeditious integration of substantial generation into western markets. In addition to the safeguard of the forecasting pilot, discussed above, the Agreement also safeguards ratepayers. In support of the Single-Tier Forecasting Pilot, the Parties agreed that the Logical Shares participating in the CAISO Markets will forego any Bid Cost Recovery for which they may otherwise be eligible.<sup>61</sup> Specifically, Section 6.1.3 of the Agreement provides that:

[P]articipation in the CAISO Markets under this Agreement does not confer

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<sup>57</sup> *Commonwealth Edison Co.*, 194 FERC ¶ 61,181, P 28 (2026); *accord Wabash Valley Power Assoc., Inc.*, 186 FERC ¶ 61,193 at P 22 (2024).

<sup>58</sup> *See, e.g., ITC Midwest LLC*, 144 FERC ¶ 61,241, at P 3 (2013); *La. Pub. Serv. Comm'n v. Entergy Corp.*, 144 FERC ¶ 61,242, at P 4 (2013); *Sw. Power Pool, Inc.*, 145 FERC ¶ 61,137, at P 8 (2013).

<sup>59</sup> The lessons learned from the Single-Tier Forecasting Pilot will inform the need for a future CAISO stakeholder initiative to consider expanding, or modifying, the Single-Tier Forecasting Model for any similar resources to participate in the market through an amendment to the CAISO tariff.

<sup>60</sup> *See, e.g., Commonwealth Edison Co.*, 194 FERC ¶ 61,181, P 27 (2026) (explaining the precedent).

<sup>61</sup> *See* CAISO Tariff, Section 11.8; Agreement, Sections 6.1.2 and 6.1.3.

eligibility for Bid Cost Recovery under Section 11.8 of the CAISO Tariff or any successor provision. All energy, ancillary service, or residual imbalance costs incurred through participation of a Split VER in the CAISO Markets shall be the sole responsibility of the SC representing that Split VER, without reimbursement or uplift from CAISO's Bid Cost Recovery mechanism.<sup>62</sup>

As the Commission has recognized, the primary purpose of the CAISO's bid cost recovery framework is to provide uplift payments to a resource when energy market revenues are insufficient to cover operating costs (often due to intertemporal constraints), allowing the resource to recover start-up, minimum load, and energy bid costs.<sup>63</sup> These operating costs are not generally applicable to VERs, and the Parties' Agreement to designate the market-participating Logical Share resources as ineligible for such payments will mitigate unwarranted bid cost recovery payments.

The Commission recently found the *Mobile-Sierra* presumption applied to other freely negotiated and executed agreements.<sup>64</sup> Accepting the Agreement without modification, suspension or hearing is consistent with Commission practice and precedent.

## V. Request for Privileged Treatment

Pursuant to section 388.112 of the Commission's regulations,<sup>65</sup> the CAISO requests privileged treatment for the personal contact information of the non-CAISO individuals listed on the "Notices" page in Schedule 3 to the Agreement. This request is limited to the personal phone number and email address of private individuals to avoid unwarranted invasion of the personal privacy of the signatories. Such information constitutes "personnel and medical files and similar files" and warrants protection under exemption 6.<sup>66</sup> Good cause exists for the Commission to grant this request for privileged treatment of the personal contact information for non-CAISO signatories.<sup>67</sup>

A public version of the Agreement with the confidential information redacted is included with this filing to be placed in the Commission's public files. The CAISO is including a confidential version of the Agreement that contains the personal contact

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<sup>62</sup> Agreement, Section 6.1.3.

<sup>63</sup> See, e.g., *Cal. Indep. Operator Sys. Corp.*, 190 FERC ¶ 61,047, P 25 (2025).

<sup>64</sup> See, e.g., *Commonwealth Edison Co.*, 194 FERC ¶ 61,181, P 27 (2026).

<sup>65</sup> 18 C.F.R. § 388.112

<sup>66</sup> 5 U.S.C. § 552(b)(6).

<sup>67</sup> The signatories have requested their contact information be protected from public disclosure, which is appropriate given its limited, or non-existent, public value. See, e.g., *Multi Ag Media LLC v. USDA*, 515 F.3d 1224, 1228 (D.C. Cir. 2008); *News-Press v. DHS*, 489 F.3d 1173, 1196-97 (11th Cir. 2007); *Nat'l Ass'n of Retired Fed. Employees v. Horner*, 879 F.2d 873, 879 (D.C. Cir. 1989) ("something, even a modest privacy interest, outweighs nothing every time.").

information. This version has been labelled “CUI//PRIV” and should be made subject to privileged document protection by the Commission. In accordance with 18 C.F.R. § 388.112(b)(2)(i), a proposed form of protective agreement modeled on the Commission’s Model Protective Order is enclosed. Any questions regarding this request for privileged treatment should be directed to the undersigned.

## **VI. Requested Order and Effective Date**

The CAISO respectfully requests that the Commissions issue an order sixty-days following filing and establish an effective date for the Agreement on seven days’ prior notice. The CAISO respectfully requests the Commission provide the Parties with flexibility to implement by allowing the CAISO the opportunity to notify the Commission of the actual effective date seven days prior to implementation.

This requested effective date will support an effective deployment of the Single-Tier Forecasting Pilot. Testing and accounting for the Physical Resources and Logical Shares is an integral part of the Parties’ readiness effort and will provide the signatories and the attaining balancing authority area that the operation of these resources will align with the expected reliable integration of the Logical Shares into the CAISO Markets.

## **VII. Contents of this Filing**

In addition to this transmittal letter, this filing includes the following attachment:

Attachment A	Executed Agreement (Public)
Attachment B	Unredacted Schedule 4 of the Agreement (Privileged)
Attachment C	Form of Protective Agreement

## **VII. Service**

The CAISO has served copies of this filing upon all scheduling coordinators, the California Public Utilities Commission, and the California Energy Commission. In addition, the CAISO has posted the filing on the CAISO website.

## **VIII. Correspondence**

Pursuant to Rule 203(b)(3) of the Commission’s Rules of Practice and Procedure,<sup>68</sup> the CAISO requests that all correspondence, pleadings, and other communications concerning this filing be served upon the following:

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<sup>68</sup> 18 C.F.R. § 385.203(b)(3).

Honorable Kimberly D. Bose

May 21, 2026

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Heather Curlee  
Senior Counsel  
California Independent System  
Operator Corporation  
250 Outcropping Way  
Folsom, CA 95630  
Tel: (916) 963-0654  
E-mail: [hcurlee@caiso.com](mailto:hcurlee@caiso.com)

## **IX. Conclusion**

The CAISO respectfully requests that the Commission issue an order sixty days after filing that accepts this Agreement on seven days' prior notice. The CAISO respectfully requests the Commission provide the Parties with flexibility to implement by allowing the CAISO the opportunity to notify the Commission of the actual effective date seven days prior to implementation. If there are any questions concerning this filing, please contact the undersigned.

Respectfully submitted,

**By: /s/ Heather Curlee**

Roger Collanton

General Counsel

John Anders

Deputy General Counsel

Andrew Ulmer

Assistant General Counsel

Heather Curlee

Senior Counsel

California Independent System

Operator Corporation

*Attorneys for the California Independent  
System Operator Corporation*

**Attachment A – Clean Tariff**

**Executed Multilateral VER Agreement**

**among the CAISO, SunZia Wind North, LLC and SunZia Wind South, LLC**

**Service Agreement No. 9194**

**California Independent System Operator Corporation**

**May 21, 2026**



California Independent System Operator Corporation

**CALIFORNIA INDEPENDENT SYSTEM  
OPERATOR CORPORATION**

**AND**

**SUNZIA WIND NORTH LLC**

**AND**

**SUNZIA WIND SOUTH LLC**

**MULTILATERAL VER  
PARTICIPATION AGREEMENT**



**THIS MULTILATERAL VER PARTICIPATION AGREEMENT (“AGREEMENT”)** is established this 14th day of April, 2026, and is between SunZia Wind North, LLC, (“Physical Resource Owner N”), a Limited Liability Company, having its principal address as 1088 Sansome Street, San Francisco, CA, 94111, SunZia Wind South, LLC, (“Physical Resource Owner S”), a Limited Liability Company, having its principal address as 1088 Sansome Street, San Francisco, CA, 94111, and the California Independent System Operator Corporation (“CAISO”), a California nonprofit public benefit corporation having a principal executive office located at such place in the State of California as the CAISO Governing Board may from time to time designate. Physical Resource Owner N, Physical Resource Owner S, and the CAISO are hereinafter referred to collectively as the “Parties”. Physical Resource Owner N and Physical Resource Owner S may hereinafter be referred to individually as a “Physical Resource Owner” and collectively as the “Physical Resource Owners”.

## Recitals

**WHEREAS**, the CAISO operates the CAISO Markets and the CAISO Controlled Grid pursuant to the CAISO Tariff; and

**WHEREAS**, the Physical Resource Owner N owns and operates the Eligible Intermittent Resource known as SunZia Wind North, and the Physical Resource Owner S owns and operates the Eligible Intermittent Resource known as SunZia Wind South (individually, each a “Physical Resource” and collectively, the “Physical Resources”), each located within the CAISO Balancing Authority Area (BAA) and each a signatory to a Participating Generator Agreement; and

**WHEREAS**, each Physical Resource Owner desires to establish a “Multilateral VER” configuration to allow partial generation from each Physical Resource to be delivered to the CAISO BAA and partial generation from each Physical Resource to be delivered to a non-CAISO BAA, under which one or more Logical Shares are established with respect to each Physical Resource, with each Logical Share representing a defined fractional allocation of the generation output and capacity associated with the Physical Resource, for the purposes of enabling proportional market participation, forecasting, and settlement through the CAISO Markets consistent with the CAISO’s Single-Tier Forecasting Pilot; and

**WHEREAS**, to enable this Multilateral VER configuration and participation by the Logical Shares in the CAISO Markets the CAISO is willing to develop and implement a Split VER Allocation Protocol for the Split VERs to establish the procedures, data exchange requirements, and operational logic by which the Single-Tier Forecasting Pilot will be implemented, governing the allocation, operation, forecasting, and reconciliation of generation among the Split VERs; and



**WHEREAS**, each Physical Resource Owner holds Subscriber Rights and will utilize the Subscriber Rights, in part, to support a Pseudo-Tie Export from one or more Logical Shares from the CAISO BAA into the SRP BAA; and

**WHEREAS**, the Parties acknowledge that the Multilateral VER configuration within the CAISO Markets represents a pilot or first-of-its-kind implementation of a Split VER Allocation Protocol involving a Pseudo-Tie Export of an Eligible Intermittent Resource utilizing Subscriber Rights and agree that participation under this Agreement shall be conducted in a manner consistent with this Agreement, applicable provisions of the CAISO Tariff, and the Business Practice Manuals (BPMs), which may be updated from time to time; and

**WHEREAS**, nothing in this Agreement shall be construed to amend, waive, or supersede any rights or obligations of either Party under the CAISO Tariff for items not addressed in this Agreement, or to establish precedent for future CAISO resource configurations; and

**WHEREAS**, the Parties recognize the need for continued coordination to implement this Multilateral VER Participation Agreement regarding data exchange, telemetry, and operational performance to ensure accurate market participation, reliability, and compliance with CAISO Tariff and operational standards; and

**WHEREAS**, the Parties wish to enter into this Agreement to establish the initial terms and conditions governing the registration, forecasting, operation, and settlement of the Physical Resource and associated Multilateral VERs under CAISO's Tariff and applicable BPMs.

**NOW THEREFORE**, in consideration of the mutual covenants set forth herein, the Parties agree as follows:

## **Article I Definitions**

All terms and expressions used in this Agreement shall have the same meaning as those contained in the Master Definitions Supplement to the CAISO Tariff, unless defined otherwise in this Article 1.

- 1.1. Allocation Factors.** The percentage or proportional values assigned to each Logical Share of a Split VER that determine how the capacity, energy, and operational characteristics of the underlying Physical Resource are allocated among such Logical Shares for purposes of forecasting, scheduling, dispatch, market participation, and settlement within the CAISO Systems. Allocation Factors shall be submitted, maintained, and updated in accordance with this Agreement, Schedule 2, and applicable CAISO Tariff and BPM requirements, and shall be set forth in Schedule 1.

- 1.2. Attaining Balancing Authority Area.** As defined in Appendix A of the CAISO Tariff.
- 1.3. CAISO Controlled Grid.** As defined in Appendix A of the CAISO Tariff.
- 1.4. CAISO Markets.** As defined in Appendix A of the CAISO Tariff.
- 1.5. CAISO Systems.** All platforms, databases, portals, interfaces, applications, software tools, and related communication or data-exchange systems that the CAISO utilizes, maintains, or designates for purposes of resource registration, forecasting, outage coordination, scheduling, bidding, telemetry, market participation, settlement, or compliance under the CAISO Tariff. The CAISO Systems include any successor, supplemental, or replacement systems designated by the CAISO from time to time. For the avoidance of doubt, the Master File system, as defined in the CAISO Tariff, is included within the scope of CAISO Systems but remains subject to its own definition and specific provisions as outlined in the CAISO Tariff.
- 1.6. Dispatch Operating Target (DOT).** As defined in Appendix A of the CAISO Tariff.
- 1.7. Eligible Intermittent Resource.** As defined in Appendix A of the CAISO Tariff.
- 1.8. Generating Unit.** As defined in Appendix A of the CAISO Tariff.
- 1.9. Logical Share.** The CAISO-registered representation of a Split VER within the CAISO Systems. Each Logical Share reflects the proportional capacity, energy, and/or availability of the associated Physical Resource that is enabled for participation in the CAISO Markets. Each Logical Share shall participate in the CAISO Markets through its designated SC in accordance with the CAISO Tariff and this Agreement and shall not engage in any external market participation or balancing-authority arrangement without prior written CAISO approval.
- 1.10. Metered Output Adjustment(s).** Changes to the allocation of metered quantities of energy output as between Split VERs with the same underlying Physical Resource, on an hourly or real-time basis, in connection with non-prorata adjustments such as current outage conditions, economic curtailment, and/or reliability curtailment. Metered Output Adjustments shall not be considered a change to Allocation Factors, telemetry mapping, or forecasting methodology for any purpose under this Agreement.
- 1.11. Physical Resource(s).** A tangible Generating Unit or asset (e.g., generator, wind/solar resource, or multi-stage generator) registered in CAISO Systems with a unique Resource ID as the parent entity in a hierarchical model. It encompasses physical and operational attributes (e.g., ramp rates, Pmin/Pmax, telemetry) and serves as the basis for Logical Share (Split VERs) derived



through proportional capacity allocation for market participation and forecasting. No CAISO Markets activity occurs at the Physical Resource level, but the Physical Resource Owner will provide data to the CAISO in accordance with Schedule 2 and will ensure consistency with the Logical Shares as illustrated in Schedule 3.

- 1.12. Physical Resource Forecast.** A VER forecast for the Physical Resource from which the Split VER Forecast is derived.
- 1.13. Pseudo-Tie Export.** A dynamic scheduling arrangement under which a Resource located within the CAISO BAA is electrically and physically interconnected to the CAISO Controlled Grid, but for operational and market purposes is dynamically scheduled or “pseudo-tied” into an external BAA. A Pseudo-Tie Export causes the real-time generation output of the Resource to be reflected as a reduction in CAISO BAA generation and a corresponding increase in the receiving BAA’s generation, consistent with the requirements of NERC Reliability Standard INT-006-4 and NAESB WEQ-004. Such arrangement must (i) utilize firm transmission service for delivery from the Resource to the boundary of the CAISO BAA, (ii) be implemented through telemetry and real-time data exchange consistent with CAISO’s Telemetry and Dynamic Scheduling requirements set forth in the CAISO Tariff and applicable BPMs, and (iii) be subject to approval by both the CAISO and the Attaining Balancing Authority Area to ensure reliability, accounting, and settlement integrity.
- 1.14. Resource.** Any Physical Resource or Split VER that is capable of providing energy, capacity, or ancillary services to the CAISO Markets, as defined in the CAISO Tariff. For purposes of this Agreement, the term encompasses both the underlying Physical Resource and its associated Split VER(s).
- 1.15. Scheduling Coordinator (SC).** As defined in Appendix A of the CAISO Tariff.
- 1.16. Split VER Forecast.** A VER forecast provided and published by the CAISO for each Split VER, as derived from the applicable Physical Resource Forecast, pursuant to the Agreement.
- 1.17. Single-Tier Forecasting Pilot.** An initial stage CAISO forecasting model to enable CAISO Markets participation by each applicable Split VER associated with a Physical Resource where an independent proportional forecast is derived directly by CAISO Systems based on each’s designated share of the Physical Resource’s expected generation. All Split VER Forecasts are derived from and collectively represent the Physical Resource’s total expected output. The Physical Resource will provide certain operational and telemetry baseline information, while all CAISO Markets activity occurs for the Logical Share at the Split VER level. The procedures, data exchange requirements, and allocation methodologies necessary to implement this model are established in the Split VER Allocation Protocol set forth as Schedule 2.



- 1.18. Split VER Allocation Protocol.** The set of procedures, data exchange requirements, and operational logic by which the Single-Tier Forecasting Pilot is implemented, governing the allocation, forecasting, and reconciliation of generation among Split VERs in accordance with the CAISO Systems, as further detailed in Schedule 2 of this Agreement.
- 1.19. Split VER(s).** A defined fractional allocation of a single Physical Resource, established for purposes of CAISO Markets participation including, forecasting, scheduling, and settlement. Each Split VER represents a distinct share of the total electrical output, availability (including applicable HVDC losses), and/or capacity of the applicable underlying Physical Resource, assigned to a specific Participating Generator Entity or EIM Entity in accordance with the applicable Physical Resource Owner's operational configuration. Each Split VER corresponds to a Logical Share, and the summation of all Split VERs corresponding to a single underlying Physical Resource shall not exceed the total capacity in MW of such underlying Physical Resource.
- 1.20. Split VER Owner.** The entity that owns, controls, or holds the contractual entitlement to create, allocate, and manage one or more Split VERs associated with a Physical Resource for purposes of forecasting, scheduling, market participation, and settlement under this Agreement. Each Physical Resource Owner shall cause the relevant Split VER Owners to establish and maintain the functions as outlined in Schedule 3, and shall coordinate as necessary with each SC representing a Logical Share. A Split VER Owner may, but need not, be the same entity as the Physical Resource Owner of the relevant Physical Resource, provided that all obligations assigned to the applicable Split VER Owner in this Agreement remain fully enforceable and supported by the applicable Physical Resource Owner.

## Article II Term & Termination

- 2.1. Term.** The Parties acknowledge that the CAISO must file this Agreement under Section 205 of the Federal Power Act with FERC and this Agreement shall be effective as of the date it is accepted for filing and made effective by FERC ("Effective Date") and shall remain in full force and effect until terminated pursuant to Section 2.2 of this Agreement. The CAISO shall use reasonable efforts to obtain FERC's acceptance of this Agreement but does not represent or warrant that FERC will accept the Agreement. If FERC does not accept the Agreement, the Parties will work together to sufficiently amend and refile the Agreement with FERC. If FERC does accept the Agreement, the CAISO will use reasonable efforts to implement the Single-Tier Forecasting Pilot expeditiously.

## 2.2. Termination

**2.2.1. Termination by CAISO.** In the event that a Physical Resource Owner, or its associated Split VER commits any material default under this Agreement and/or the CAISO Tariff which, if capable of being remedied, is not remedied within thirty (30) days after the CAISO has given, to such Physical Resource Owner, written notice of the default, unless excused by reason of Uncontrollable Forces in accordance with Article XII of this Agreement, the CAISO may terminate this Agreement solely with respect to such Physical Resource Owner (but not, for the avoidance of doubt, with respect to any Physical Resource Owner that has not committed such uncured material default) by giving written notice of termination. The CAISO may also terminate this Agreement upon thirty (30) days written notice if the CAISO Tariff provides for CAISO Market participation by all of the Split VERs corresponding to the Physical Resources in a manner substantially similar to the Agreement's provision for participation by Split VERs. With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely notice of such termination or modification of the Parties (as applicable) with FERC, and such termination or modification of the Parties shall be effective upon acceptance by the FERC of such notice. The Parties shall terminate or revise all applicable agreements required for participation of the Split VERs in the CAISO Markets, concurrently with such termination of this Agreement or modification of the Parties.

**2.2.2. Withdrawal by Physical Resource Owner.** In the event that either Physical Resource Owner no longer wishes to have the SC(s) for the applicable Physical Resource submit bids and transmit energy over the CAISO Controlled Grid as part of the Single-Tier Forecasting Pilot that is provided for in this Agreement, such Physical Resource Owner may withdraw from this Agreement, on giving the CAISO not less than ninety (90) days written notice, provided, however, that in accordance with Article 4, any Physical Resource Owner may modify Schedule 1 of this Agreement to remove Split VERs, and such modification shall be effective upon receipt by the CAISO. With respect to any notice of withdrawal from this Agreement, the CAISO must file a timely notice with FERC, and such Physical Resource Owner's withdrawal from this Agreement shall become effective upon acceptance by the FERC of such notice. The Parties shall terminate or revise all applicable agreements required for participation of the applicable Split VERs in the CAISO Markets, concurrently with such modification of this Agreement.

**2.2.3. Termination by Physical Resource Owner.** If at any time the last remaining Physical Resource Owner party to this Agreement gives notice to the CAISO that it no longer wishes to have the SC(s) for the applicable Physical Resource submit bids and transmit energy over the CAISO

Controlled Grid in the manner provided for in this Agreement in respect of such Physical Resource, then such Physical Resource Owner may terminate this Agreement, on giving the CAISO not less than ninety (90) days written notice, provided, however, that in accordance with Article 4, such Physical Resource Owner may modify Schedule 1 to remove Split VERs which it no longer owns, operates, or no longer has contractual entitlement to, and such modification shall be effective upon receipt by the CAISO. With respect to any notice of termination given pursuant to this Section, the CAISO must file a timely notice of termination with FERC, and this Agreement shall terminate upon acceptance by the FERC of such notice of termination. The Parties shall terminate or revise all applicable agreements required for participation of the Split VERs in the CAISO Markets, concurrently with the termination of this Agreement.

#### **2.2.4. Termination Due to Regulatory or Market Participation Changes**

**2.2.4.1.** If, at any time during the Term, the Attaining BAA of the Pseudo-Tie Export ceases to be a WEIM-Participating BAA under the CAISO Tariff, or otherwise withdraws from participation in the Western Energy Imbalance Market (WEIM), the Parties may agree to terminate this Agreement subject to the limitation set forth in Section 2.3.1.

**2.2.4.2.** In the event of an intended termination under Section 2.2.4, the Parties shall promptly meet and confer in good faith to determine whether revisions to this Agreement, a successor arrangement or new agreement is appropriate to maintain the operational, scheduling, and settlement functions necessary for the Split VER(s). Any such revisions to this Agreement or any successor agreement shall be subject to CAISO approval and, if applicable, FERC acceptance.

**2.2.4.3.** If a regulatory, market design, or tariff change materially alters the rights or obligations of any Party under this Agreement, the affected Party may request that the Parties negotiate in good faith an amendment or replacement to this Agreement to ensure continued compliance with the CAISO Tariff and applicable law.

**2.2.4.4.** Nothing in this Section shall limit CAISO's rights under the Tariff or applicable law to require modifications to this Agreement as necessary to maintain consistency with CAISO market participation requirements or applicable reliability requirements.

## **2.3. Survival.**

- 2.3.1. Continuation of Pilot Participation.** In the event that one or more Logical Shares of the Physical Resource are transferred, reallocated, or otherwise registered to participate in a market other than the WEIM or Extended Day-Ahead Market (“EDAM”), and the Parties do not wish to terminate pursuant to Section 2.2.4, then the Parties may negotiate a continuation of Pilot Participation as it applies to the remaining Logical Shares that remain within the WEIM or EDAM footprint.
- 2.3.2. Scope of Survival.** The provisions of this Agreement, including all operational, forecasting, telemetry, and data exchange obligations, may continue in full force and effect for those Logical Shares that remain registered as WEIM or EDAM participating resources while the parties complete their renegotiation and provisions applicable to the transferred Logical Shares shall be deemed inapplicable from the effective date of such market transition.
- 2.3.3. No Cross-Market Entitlement.** The Logical Shares that transition to a non-WEIM or non-EDAM market shall not retain or convey any transmission entitlement, forecasting allocation, congestion revenue right, or scheduling priority arising under this Agreement. Each such Logical Share shall be governed solely by the applicable market participation rules of its new balancing authority or market structure.
- 2.3.4. Notice and Coordination.** Each Physical Resource Owner shall, in respect of the Physical Resource(s) owned by such Physical Resource Owner, provide at least six (6) months written notice to all Parties and the CAISO prior to the effective date of any Logical Share’s transition to another market. The Parties shall cooperate to ensure that the separation of such Logical Shares from the WEIM/EDAM does not disrupt ongoing WEIM/EDAM participation for the remaining Logical Shares, including updates to the CAISO Systems.
- 2.3.5. Survival Intent.** The Parties acknowledge and agree that the purpose of this Section is to ensure continuity of pilot operations for the portion of the Physical Resource that remains under WEIM or EDAM participation, without requiring termination or renegotiation of this Agreement as a whole, and that the agreement shall be amended as necessary to accommodate any Logical Share that does not remain under WEIM or EDAM.

## **Article III CAISO Tariff**

- 3.1. Agreement Subject to CAISO Tariff.** Subject to the final sentence of this Section 3.1, this Agreement shall be interpreted and implemented in a manner

consistent with the provisions of (i) the CAISO Tariff, (ii) any applicable Adjacent Balancing Authority Operating Agreement (ABAOA) and/or Dynamic Transfer Balancing Authority Operating Agreements (DTBAOA) between the CAISO and the Attaining Balancing Authority, and (iii) any other agreement executed between the Parties in respect of the Physical Resources, Logical Shares, and/or Split VERs, including but not limited to the applicable Participating Generator Agreement and Large Generator Interconnection Agreement. This Agreement shall be subject to the CAISO Tariff, which shall be deemed to be incorporated herein. This Agreement contains provisions to ensure that the logical nature of the Split VERs as provided in this Agreement will not be an impediment to fulfilling any requirement of the CAISO Tariff, including with respect to registering, modeling, operating, or accounting for the Split VERs in the CAISO Markets, provided, notwithstanding anything else in this Agreement, the extent that the provisions of this Agreement and the CAISO Tariff are in conflict, this Agreement shall control.

#### **Article IV Registration & Configuration**

- 4.1. Resource Information.** Each Physical Resource shall, in respect of the Physical Resource(s) owned by such Physical Resource Owner, submit, or cause the applicable Split VER Owner or SC to submit, all required information for the associated Split VERs participating under this Agreement that is identified in Schedule 1 by such Physical Resource Owner. Schedule 1 shall specify for each Physical Resource its name, Split VER Owner, CAISO Resource ID, fuel type, registered capacity, and all Split VERs derived therefrom, including their respective capacity allocations, Pmax and Pmin, corresponding Resource IDs, and associated SC IDs.
- 4.2. Registration in CAISO Systems.** Each Physical Resource Owner shall, in respect of the Physical Resource(s) owned by such Physical Resource Owner, register, or cause the applicable Split VER Owner or SC to register, their respective Physical Resource and associated Split VERs in the CAISO Systems in accordance with the CAISO Tariff and applicable BPMs and as provided for in this Agreement. Each Split VER represented in CAISO will serve as the basis for market forecasting, scheduling, dispatch, and settlement. Registration information shall be kept current and consistent with the data specified in Schedule 1 of this Agreement and the associated Participating Generator Agreement.
- 4.3. Information Consistency.** Each Physical Resource Owner shall, in respect of the Physical Resource(s) owned by such Physical Resource Owner, ensure that all information communicated to the CAISO Systems from such Physical Resource Owner, the relevant Split VER Owner, and the associated SCs, including capacity ratings, ramp rates, Pmin/Pmax values, and telemetry points, remains consistent with the information provided in Schedules 1 and 2 of this Agreement. Any discrepancy identified by the CAISO shall be corrected

promptly through the standard update process. Failure to maintain such consistency, or to timely correct any identified discrepancy, shall constitute a breach of this Agreement.

#### **4.4. Configuration Settings.**

**4.4.1.** Each Physical Resource Owner shall, in respect of the Physical Resource(s) owned by such Physical Resource Owner, notify, or cause the Split VER Owner or the applicable SC to notify, the CAISO in writing of any change to their respective Physical Resource or its Split VERs that may affect the CAISO Markets or the CAISO Controlled Grid, including but not limited to, changes in capacity, metering arrangements, or Allocation Factors in accordance with Section 7.1 below.

**4.4.2.** Such changes shall not take effect until CAISO has approved and reflected them in the CAISO Systems and updated Schedules 1, 2 and 3.

**4.4.3.** If any Physical Resource Owner, Split VER Owner, or SC implements configuration changes as described in Section 4.4.1 prior to their validation by CAISO, and such implementation would negatively affect the CAISO Markets or the CAISO Controlled Grid, then the CAISO may suspend market participation of affected Split VER(s) if reasonably necessary until CAISO validates such changes as contemplated in Section 4.4.2.

**4.5. Telemetry and Data Mapping.** Telemetry, including HSL, and meter points for each Physical Resource shall be mapped to their associated Split VERs as described in Section VI.C of Schedule 2. All mapping logic used for forecasting and settlement will be consistent with the Single-Tier Forecasting Pilot.

**4.6. Coordination with Other Authorities.** If any Split VER is participating in a Pseudo-Tie Export or otherwise interfacing with another BAA, the applicable Physical Resource Owner shall ensure that all registration data and telemetry configurations are coordinated with the Attaining Balancing Authority and that such arrangements remain fully compliant with NERC, NAESB, and WECC standards. Each Physical Resource Owner, in respect of the Physical Resource(s) owned by such Physical Resource Owner, represents, warrants, and covenants that, if any Split VER is participating in a Pseudo-Tie Export or otherwise interfacing with another BAA, all registration data, telemetry configurations, and operational settings associated with such Split VER are, and shall at all times remain:

**4.6.1.** Properly coordinated with the Attaining Balancing Authority Area; and

**4.6.2.** Consistent with the requirements of the CAISO's applicable ABAOA and the DTBAOA; and

- 4.6.3.** Fully compliant with all applicable requirements of NERC, NAESB, and WECC, including all successor or replacement reliability standards and business practice standards.

## **Article V Forecasting, Telemetry, & Data Exchange**

### **5.1. Forecasting Obligations.**

- 5.1.1.** The CAISO will forecast for each Physical Resource and each Split VER. Each Physical Resource Owner shall, in respect of the Physical Resource(s) owned by such Physical Resource Owner, submit, or cause the applicable Split VER Owner or SC to submit, all required data necessary to enable the forecasting service through the CAISO Systems in accordance the procedures set forth in Schedule 2.
- 5.1.2.** Forecasts shall reflect each Split VER's Allocation Factor derived from the associated Physical Resource and shall comply with the timing, data-format, and validation requirements established by the CAISO.
- 5.1.3.** Each Physical Resource Owner shall, in respect of the Physical Resource(s) owned by such Physical Resource Owner, ensure, and cause the applicable Split VER Owner and SC to ensure, that the aggregate of all Split VER Forecasts does not exceed the Physical Resource's registered attributes.
- 5.1.4.** Each Physical Resource Owner shall, in respect of the Physical Resource(s) owned by such Physical Resource Owner, provide, or cause the applicable Split VER Owner or SC to provide, all underlying physical, operational, and forecast-supporting data required by the CAISO, including but not limited to historical production, meteorological inputs, outage status, availability factors, and operational parameters necessary for accurate forecasting, validation, and system modeling. All such data submissions shall be timely, accurate, and compliant with CAISO Tariff requirements and any other applicable data-submission standards or forecasting guidelines. Penalties assessed under Section 37 of the CAISO Tariff for violations of these requirements shall be assessed to the SC for the applicable Split VER.
- 5.1.5.** Failure by any Physical Resource Owner, in respect of the Physical Resource(s) owned by such Physical Resource Owner, to provide accurate or timely forecasting or operational data with respect to a Split VER or underlying Physical Resource may result in the CAISO applying default forecasts, adjusting Allocation Factors, or taking corrective actions in respect of such Split VER(s) and/or Physical Resource as authorized under the CAISO Tariff as described in Schedule 2.

- 5.2. Forecast Consistency and Validation.** The CAISO will validate all data submissions provided for the Split VERs for completeness, format, and consistency with the Allocation Factors identified in Schedule 1. Using the validated data, the CAISO will generate and maintain the authoritative market forecasts for each Logical Share. The CAISO may reject, request correction of, or apply default values to any data submission that does not conform to the CAISO's requirements or that jeopardizes forecasting accuracy, as further described in Section V of Schedule 2.
- 5.3. Telemetry Requirements.**
- 5.3.1. Physical Resource Telemetry.** Each Physical Resource shall provide continuous real-time telemetry to CAISO in accordance with Appendix Q and Section 10 of the CAISO Tariff, the CAISO Telemetry Standards, and all applicable BPMs. Such telemetry shall represent the total instantaneous MW, MVar, voltage, and status of the Physical Resource.
- 5.3.2. Split VER (Logical Share) Telemetry.** Each Split VER shall maintain telemetry that reflects its proportional allocation of the applicable Physical Resource's total output, as derived through the approved Allocation Factors set forth in Schedule 1 and Section II.B of Schedule 2.
- 5.3.3. Telemetry Quality and Availability.** Each Physical Resource Owner shall, in respect of the Physical Resource(s) owned by such Physical Resource Owner, ensure telemetry quality and availability consistent with the CAISO's performance standards. Each Physical Resource Owner, in respect of the Physical Resource(s) owned by such Physical Resource Owner, remains responsible for maintaining the integrity of the underlying physical telemetry signals, including real-time status, analog, and control points.
- 5.3.4. Telemetry for Split VER(s).** In addition to Physical Resource telemetry, any Split VER participating under this Agreement shall provide telemetry sufficient for the CAISO to validate market participation, performance, and compliance with operating limits with respect the applicable Split VER. Such telemetry shall meet the CAISO's telemetry standards and be made available through secure CAISO-approved communication channels.
- 5.4. High Sustainable Limit (HSL) & Operating Parameters**
- 5.4.1. Physical Resource HSL Requirement.** Each Physical Resource Owner shall, or shall cause the applicable SC to, in respect of the Physical Resource(s) owned by such Physical Resource Owner, provide HSL consistent with the telemetry requirements of Section 5.3 of this Agreement and related operating parameters (e.g., LSL, ramp rates, availability) to the CAISO for purposes of validation, forecasting

calibration, and reliability assessment, consistent with the requirements of CAISO's BPMs.

**5.4.2. Split VER HSL & Allocation.** Each Physical Resource Owner shall determine and provide the HSL as a proportional share of the Physical Resource's total HSL in accordance with its' Allocation Factor. Each Physical Resource Owner shall, or shall cause the applicable SC to, in respect of the Physical Resource(s) owned by such Physical Resource Owner, provide HSL data for the applicable Split VERs to ensure consistency with the total Physical Resource limit.

**5.4.3. Coordination of Limits.** Each Physical Resource Owner shall ensure, and cause the Split VER Owner and SC to ensure, in respect of the Physical Resource(s) owned by such Physical Resource Owner, that the sum of all Split VER HSL values in respect of a given Physical Resource does not exceed the total Physical Resource HSL provided to the CAISO. Any change in the Physical Resource HSL shall be communicated to the CAISO within the timelines specified in Schedule 2.

**5.5. Metering.** Each Split VER will register as a Scheduling Coordinator Metered Entity and all metering shall remain centralized at the applicable Physical Resource. Meter data shall be supplied to the CAISO pursuant to the BPM for Metering and the requirements for SC metered entities. The SC will allocate measured energy among the Logical Shares using the methodology described in Section VII of Schedule 2.

**5.6. Data Exchange and Interfaces.**

**5.6.1.** Each Physical Resource Owner shall, or shall cause the applicable SC to, in respect of the Physical Resource(s) owned by such Physical Resource Owner, maintain secure and reliable communication links for exchange of telemetry, forecasting, and settlement data.

**5.6.2.** The specific data-exchange schema, communication protocols, timing requirements, and validation steps shall be defined in Schedule 2.

**5.6.3.** Each Physical Resource Owner shall, or shall cause the applicable SC to, in respect of the Physical Resource(s) owned by such Physical Resource Owner, promptly notify the other of any data-communication failure or material discrepancy affecting the integrity of market or reliability data.

**5.7. Outage Management & Coordination.**

**5.7.1. Outage Data Submission.** Each Physical Resource Owner shall submit cause its SC to submit, all planned, forced, and derate outages in respect of the applicable Split VER(s) necessary to enable the Single-Tier Forecasting Pilot model into CAISO Systems in accordance with the

CAISO Tariff and the BPM for Outage Management requirements for resources participating in CAISO Markets. Outage entries shall include all information required by the CAISO for outage coordination and reliability assessment.

**5.7.2. Split VER (Logical Share) Scheduling.** Each Physical Resource Owner shall schedule its respective outages, including associated derates and return-to-service times, for all Split VER resources associated with the Physical Resource owned by such Physical Resource Owner participating in CAISO Markets through its designated SC in accordance with CAISO outage procedures. In so submitting, such Physical Resource Owner represents and warrants that all of its individual Split VER outage submissions accurately reflect the Pmin and Pmax limits applicable to the relevant Logical Share and such submissions aggregate upward to the applicable Physical Resource's capacity for reporting consistency. Discrepancies between Split VER and Physical Resource outage data shall be promptly reconciled through prompt cooperation of the CAISO and the applicable Physical Resource Owner.

**5.7.3. Outage Data Verification.** Each Physical Resource Owner shall be responsible for providing the verification, reporting, and supporting information required under the Outage Reconciliation and Verification provisions set forth in Section VIII of Schedule 2, including confirmation that Logical Share outage submissions accurately reflect the underlying Physical Resource outage conditions.

**5.7.4. Cross-BAA Outage Coordination.** For Resources supporting Pseudo-Tie Exports or operating across multiple BAAs, the applicable Physical Resource Owner shall coordinate outage and availability reporting with the Attaining BAA and ensure consistency with the CAISO's outage entries.

**5.8. Compliance.** All forecasting, telemetry, metering, and data exchanges performed under this Article shall comply with this Agreement, the CAISO Tariff applicable BPMs, and relevant reliability standards; provided, except in connecting with binding reliability standards, where such requirements conflict with this Agreement, this Agreement shall control.

## **Article VI Market Participation & Dispatch**

### **6.1. Market Eligibility.**

**6.1.1.** To participate in the CAISO Markets, each Split VER shall be registered with a unique Resource ID in CAISO's Master File and shall be eligible to submit bids, self-schedules, outages, and operating parameters to the CAISO Systems directly or through its designated SC, as applicable.

**6.1.2.** All participation by the Split VERs in CAISO Markets shall comply with the CAISO Tariff, including but not limited to Sections 4 (Roles and Responsibilities), 11 (Settlements and Billing), 29 (Energy Imbalance Market), 30 (Bid and Self-Schedule Submission), and 40 (Resource Adequacy Demonstration), except no Split VER will be eligible to receive cost recovery pursuant to CAISO Tariff Section 11.8.

**6.1.3.** Each Physical Resource Owner acknowledges and agrees that participation in the CAISO Markets under this Agreement does not confer eligibility for Bid Cost Recovery under Section 11.8 of the CAISO Tariff or any successor provision. All energy, ancillary service, or residual imbalance costs incurred through participation of a Split VER in the CAISO Markets shall be the sole responsibility of the SC representing that Split VER, without reimbursement or uplift from CAISO's Bid Cost Recovery mechanism. This limitation shall apply notwithstanding any subsequent modification to the CAISO Tariff unless and until expressly authorized by the CAISO in writing through an amendment to this Agreement.

## **6.2. Operational Control.**

**6.2.1.** All Split VERs derived from a single Physical Resource shall operate under a unified telemetry and AGC signal.

**6.2.2.** The CAISO's dispatch instructions shall be implemented at the Split VER level with the Physical Resource Owner responsible for ensuring the Physical Resource responds accurately to the aggregate dispatch signal representing all Split VERs.

**6.2.3.** Each Physical Resource Owner shall maintain operational coordination such that the actions of the relevant individual Split VERs do not result in conflicting responses, violations of applicable Physical Resource operating limits, or unintended risks to reliability.

**6.2.4.** Nothing in this Agreement shall alter the CAISO's right to issue instructions for reliability, congestion management, or market balancing that is otherwise authorized under the CAISO Tariff.

## **6.3. Scheduling Coordinator Responsibilities.**

**6.3.1.** Each Split VER participating in the CAISO Markets shall be represented by an SC meeting the requirements of the CAISO Tariff, that will be responsible for submitting bids, schedules, and forecast data consistent with the Allocation Factors defined in Schedule 1 and the procedures in Schedule 2.

**6.3.2.** Each Physical Resource Owner represents and warrants that, in respect of the Physical Resource owned by such Physical Resource Owner and all Split VERs associated with such Physical Resource, it shall ensure sufficient coordination with the SC(s) of such Split VERs, and the CAISO, to ensure that the sum of all such Split VER outages, bids and schedules are accurately represented in the CAISO Systems.

**6.3.3.** The CAISO may, at its sole discretion, reject or adjust any bid or schedule that, in aggregate, violates the Physical Resource's operational constraints or jeopardizes system reliability.

#### **6.4. Operational Coordination & Performance**

**6.4.1.** Each Physical Resource Owner shall ensure, in respect of the Physical Resource owned by such Physical Resource Owner, that all operational communications, telemetry, and performance data submitted to the CAISO are true and accurate.

**6.4.2.** Failure to respond to the CAISO dispatch or operating instructions may cause sanctions or penalties under the CAISO Tariff.

#### **6.5. Pseudo-Tie Export Coordination**

**6.5.1.** Where applicable, a Split VER supporting a Pseudo-Tie Export shall operate in accordance with the CAISO's Dynamic Scheduling and Telemetry requirements set forth in Appendix N to the CAISO Tariff and the reliability standards of both the CAISO BAA and the Attaining Balancing Authority.

**6.5.2.** Each Physical Resource Owner shall ensure, in respect of the Physical Resource owned by such Physical Resource Owner, that telemetry and control signals are consistent across BAAs and that any discrepancies are resolved in real time through established coordination channels.

**6.6. Market Testing & Validation.** Prior to initial market participation, each Physical Resource Owner shall, in respect of the Physical Resource owned by such Physical Resource Owner, complete all required testing for participation in the CAISO Markets applicable to new or modified resources, including but not limited to, telemetry validation and forecasting validation, as set forth in CAISO's New Resource Implementation process.

**6.7. Collaboration & Data Requests.** Each Physical Resource Owner shall reasonably cooperate with the CAISO in connection with this Agreement. Such cooperation shall include the provision, upon reasonable request by the CAISO, of data, information, records, and supporting documentation the CAISO deems necessary to support validation, verification, compliance review, settlement, operational analysis, or auditing functions associated with this Agreement.

## **Article VII Change Management**

- 7.1. Allocation Changes.** Any modification to Allocation Factors, telemetry mapping, or forecasting methodology requires prior written notice and the CAISO's approval. No such change shall take effect until reflected in the CAISO Systems and updated in Schedules 1 and 2.
- 7.1.1.** Each Physical Resource Owner may modify the Allocation Factors associated with each Split VER associated with the Physical Resource owned by such Physical Resource Owner, provided that such modifications do not result in the aggregate of all Split VER allocations in respect of such Physical Resource exceeding one hundred percent (100%) of the Physical Resource's registered capacity in CAISO Systems.
- 7.1.2.** Any proposed change to the allocation of a Split VER shall be provided to all affected Parties and to the CAISO via notice no less than two (2) months prior to the effective date of the change, other than Metered Output Adjustments which shall be provided by the applicable Physical Resource Owner to the CAISO in accordance with Section 10 of the CAISO Tariff. Each notice changing the Allocation Factors of a Split VER shall specify the revised Allocation Factors, effective date, and any corresponding updates to the associated SC.
- 7.1.3.** Allocation Factors for Split VERs may be updated up to one (1) time per calendar year following the initial implementation of the Split VERs and Logical Shares. Such updates shall align with the CAISO's Full Network Model (FNM) update schedule.
- 7.1.4.** Each Physical Resource Owner shall ensure, in respect of the Physical Resource owned by such Physical Resource Owner and all associated Split VERs, that all allocation changes are reflected in the CAISO Systems prior to the effective date of the change.
- 7.1.5.** The CAISO reserves the right to reject or delay implementation of any allocation change that does not comply with applicable Tariff provisions, BPM procedures, or the CAISO Systems' timing requirements. The CAISO shall reasonably cooperate with the Physical Resource Owners, the Split VER Owners, and the relevant SCs to facilitate implementation of changes to Allocation Factors on a timely basis.
- 7.1.6.** If any Physical Resource Owner, or its applicable SC, fails to provide timely notice under this Section 7, the CAISO may defer implementation of allocation change requested by such Physical Resource Owner to the next applicable FNM update cycle or as otherwise practicable to maintain system reliability and data integrity.

- 7.2. Protocol Revisions.** Schedules 1, 2, and 3 may be revised by mutual written agreement of the Parties. The revised version shall be appended to this Agreement and supersede prior versions upon the CAISO's approval.
- 7.3. Tariff & BPM Revisions.** If the CAISO amends its Tariff or BPMs in a manner that materially impacts the intended purpose of the Single-Tier Forecasting Pilot, then the Parties shall meet promptly to, as necessary, amend this Agreement and any affected Schedules to maintain this Agreement and the CAISO's Single-Tier Forecasting Pilot model.

### **Article VIII Costs**

- 8.1. Operating and Maintenance Costs.** Each Physical Resource Owner shall be responsible, in respect of the Physical Resource owned by such Physical Resource Owner, for all its costs incurred in connection with meeting its obligations under this Agreement. The CAISO shall not bear any costs associated with implementation, testing, or data integration of Split VERs under this Agreement.

### **Article IX Dispute Resolution**

- 9.1. Dispute Resolution.** The Parties shall make reasonable efforts to settle all disputes arising out of or in connection with this Agreement. In the event any dispute is not settled, the Parties shall adhere to the CAISO ADR Procedures set forth in Section 13 of the CAISO Tariff, which is incorporated by reference, except that any reference in Section 13 of the CAISO Tariff to Market Participants shall be read as a reference to the relevant Physical Resource Owner and references to the CAISO Tariff shall be read as references to this Agreement.

### **Article X Liability**

- 10.1. Liability.** The provisions of Section 14 of the CAISO Tariff will apply to liability arising under this Agreement, except that all references in Section 14 of the CAISO Tariff to Market Participants shall be read as references to the applicable Physical Resource Owner and references to the CAISO Tariff shall be read as references to this Agreement. Notwithstanding anything in this Agreement, the Physical Resource Owners shall each be severally liable, and shall not be jointly liable, under this Agreement.

## **Article XI Representation and Warranties**

- 11.1. Representation and Warranties.** Each Party represents and warrants that the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate and/or governmental actions, to the extent authorized by law.
- 11.2. Necessary Approvals.** Each Physical Resource Owner represents, on its own behalf and not on behalf of any other Physical Resource Owner, that all necessary rights, leases, approvals, permits, licenses, easements, access to operate in compliance with this Agreement have been or will be obtained by such Physical Resource Owner prior to the Effective Date of this Agreement.
- 11.3. Scheduling Coordinator.** Participation of each Split VER in the CAISO Markets requires the applicable Physical Resource Owner to utilize a CAISO-certified SC that interfaces with CAISO Systems to submit bids, schedules, forecasts, outage information, telemetry, and other data required under the CAISO Tariff, and such Physical Resource Owner remains fully responsible for the performance, accuracy, and compliance of its SC in connection with such functions.

## **Article XII Uncontrollable Forces**

- 12.1. Uncontrollable Forces Tariff Provisions.** Section 14.1 of the CAISO Tariff shall be incorporated by reference into this Agreement except that all references in Section 14.1 of the CAISO Tariff to Market Participants shall be read as a reference to each Split VER Owner and references to the CAISO Tariff shall be read as references to this Agreement.

## **Article XIII Miscellaneous**

- 13.1. Amendments.** The Parties may amend or modify this Agreement only by written agreement. An amendment that is subject to FERC approval shall not take effect until FERC has accepted such amendment for filing and has made it effective without any material modification or condition that is unacceptable to either Party in that Party's sole discretion. If any material modification or condition is ordered by FERC that is unacceptable to a Party, such Party shall communicate its lack of consent to such modification or condition to the other Party within ten (10) business days after the date on which FERC issues its order, and the Parties shall use best efforts to negotiate mutually acceptable revisions to this Agreement to address the modification or condition. Revisions other than those within the Schedules shall be processed as an amendment to this Agreement.

The Parties intend for this Agreement to constitute a freely negotiated, bilateral arrangement subject to the "Mobile-Sierra" doctrine. Absent the written



agreement of the Parties to a proposed change, this Agreement shall not be subject to change by application of any Party pursuant to Section 205 or 206 of the Federal Power Act. Absent the agreement of the Parties to the proposed change, the standard of review for changes to this Agreement whether proposed by a Party, a non-party, or FERC acting sua sponte shall be the “public interest” standard of review set forth in *United Gas Pipe Line v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956) (the Mobile-Sierra doctrine), as interpreted and applied by the Supreme Court of the United States in subsequent cases. Nothing herein shall limit the right of a Party or FERC to seek modification under the Mobile-Sierra public interest standard.

- 13.2. Assignments.** Each Party may assign or transfer any or all of its rights and/or obligations under this Agreement with the other Parties’ prior written consent in accordance with Section 22.2 of the CAISO Tariff together with an assignment of the applicable Participating Generator Agreement. Such consent shall not be unreasonably withheld. Any such transfer or assignment shall be conditioned upon the successor in interest accepting the rights and/or obligations under this Agreement as if said successor in interest was an original Party to this Agreement.
- 13.3. Authority.** Each individual signing this Agreement certifies that the Party represented has duly authorized such individual to sign, bind, and obligate such Party.
- 13.4. Consistency with Federal Laws and Regulations.** This Agreement shall incorporate by reference Section 22.9 of the CAISO Tariff as if the references to the CAISO Tariff were referring to this Agreement.
- 13.5. Counterparts.** This Agreement may be executed in one or more counterparts at different times, each of which shall be regarded as an original and all of which, taken together, shall constitute one and the same Agreement.
- 13.6. Entire Agreement.** This Agreement sets forth the complete agreement between the Parties on the subject matter of this Agreement, and supersedes all prior agreements of the Parties with respect to its subject matter.
- 13.7. Exchange of Information and Confidentiality.** When a Party (“Providing Party”) provides information to the other Party (“Receiving Party”) under this Agreement and marks such information as privileged or confidential commercial or financial information, critical energy infrastructure information, or trade secret information, the Receiving Party shall treat such information as confidential and protected from disclosure to the extent permitted by applicable laws, regulations and the Receiving Party’s Tariff. The Receiving Party shall promptly notify the Providing Party in writing of any request to release such information. The Parties agree to use such information only for purposes of performing each Party’s

obligations under this Agreement. The provisions of this Section 13.7 shall survive the termination of this Agreement.

- 13.8. Governing Law and Forum.** This Agreement shall be deemed to be a contract made under, and for all purposes shall be governed by and construed in accordance with, the laws of the State of California, except its conflict of law provisions. The Parties irrevocably consent that any legal action or proceeding arising under or relating to this Agreement to which the CAISO ADR Procedures do not apply shall be brought in any of the following forums, as appropriate: any court of the State of California, any federal court of the United States of America located in the State of California, or, where subject to its jurisdiction, before the Federal Energy Regulatory Commission.
- 13.9. Notices.** Any notice, demand or request which may be given to or made upon any Party regarding this Agreement shall be made in accordance with Section 22.4 of the CAISO Tariff, provided that all references in Section 22.4 of the CAISO Tariff to Market Participants shall be read as a reference to the Split VER Owner and references to the CAISO Tariff shall be read as references to this Agreement, and unless otherwise stated or agreed shall be made to the representative of the other Parties indicated in Schedule 4. A Party must update the information in Schedule 4 of this Agreement as information changes. Such changes shall not constitute an amendment to this Agreement.
- 13.10. Section Headings.** Section headings provided in this Agreement are for ease of reading and are not meant to interpret the text in each Section.
- 13.11. Severability.** If any term, covenant, or condition of this Agreement or the application or effect of any such term, covenant, or condition is held invalid as to any person, entity, or circumstance, or is determined to be unjust, unreasonable, unlawful, imprudent, or otherwise not in the public interest by any court or government agency of competent jurisdiction, then such term, covenant, or condition shall remain in force and effect to the maximum extent permitted by law, and all other terms, covenants, and conditions of this Agreement and their application shall not be affected thereby, but shall remain in force and effect and the Parties shall be relieved of their obligations only to the extent necessary to eliminate such regulatory or other determination unless a court or governmental agency of competent jurisdiction holds that such provisions are not separable from all other provisions of this Agreement.
- 13.12. Waivers.** Any waiver at any time by any Party of its rights with respect to any default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not constitute or be deemed a waiver with respect to any subsequent default or other matter arising in connection with this Agreement. Any delay, short of the statutory period of limitations, in asserting or enforcing any right under this Agreement shall not constitute or be deemed a waiver of such right.



**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be duly executed on behalf of each by and through their authorized representatives as of the date hereinabove written.

### California Independent System Operator Corporation

By: <sup>DocuSigned by:</sup> Deborah A LeVine  
FD37AE0BAAF54EC...

Name: Deborah A LeVine

Title: Executive Director

Date: 4/14/2026

### SunZia Wind North, LLC

By: <sup>Signed by:</sup> [Signature]  
FDDBE893A5129405...

Name: Maria de Jong

Title: Sr. Vice President

Date: 4/14/2026

### SunZia Wind South, LLC

By: <sup>Signed by:</sup> [Signature]  
FDDBE893A5129405...

Name: Maria de Jong

Title: Sr. Vice President

Date: 4/14/2026



California Independent System Operator Corporation

## Schedule 1 Resource Information

Resource/Split VER Name	SCID	Split VER Owner	CAISO Resource ID	Type of Unit/ Primary Fuel Type	Capacity (MW) <sup>1</sup>	Allocation %	Resource Type	Market Participation
SunZia Wind North	SZWN		SZWDN_3_SZWX6	Wind	1089	N/A	Physical Resource	CAISO Gen
SunZia Wind North – CAISO	SZWN	Physical Resource Owner N		Wind	944.8	86.76	Logical Share	CAISO Gen
SunZia Wind North – SRP	SZWN	Physical Resource Owner N		Wind	144.2	13.24	Logical Share	EIM Participating Resource
SunZia Wind South	SZWS		SZWDS_3_SZWX14	Wind	2561.20	N/A	Physical Resource	CAISO Gen
SunZia Wind South – CAISO	SZWS	Physical Resource Owner S		Wind	2221.84	86.76	Logical Share	CAISO Gen
SunZia Wind South – SRP	SZWS	Physical Resource Owner S		Wind	339.10	13.24	Logical Share	EIM Participating Resource

<sup>1</sup> The Logical Share individually or in aggregate may not exceed the capacity of the Physical Resource

## **Schedule 2**

### **Split VER Allocation Protocol**

This Schedule 2 establishes the detailed technical, procedural, and data governance requirements applicable to the allocation of a Physical Resource into one or more Split VERS through the application of Logical Shares administered through this Split VER Allocation Protocol that are necessary to enable operation of the CAISO Single-Tier Forecasting Pilot (“Pilot”). This Schedule supplements and implements Articles IV, V, and VII of the Agreement and shall be binding on each Physical Resource Owner. Each Physical Resource Owner will cause the applicable Split VER Owner(s) and/or the applicable SC(s) representing a Logical Share associated with such Split VER, to follow the following requirements when participating in the CAISO Markets on behalf of such Physical Resource Owner.

Except where expressly modified herein, all activities conducted under this Schedule shall be performed in accordance with the CAISO Tariff and applicable Business Practice Manuals (“BPMs”). Where this Schedule imposes requirements that are above or beyond existing Tariff or BPM obligations, such requirements apply solely for purposes of the Pilot and shall not be construed as amending the CAISO Tariff.

#### **I. Governing Framework and Applicability**

##### **A. Tariff and BPM Baseline**

This Schedule operates within the framework of the following and shall be interpreted consistent with such materials, including but not limited to:

1. CAISO Tariff Section 4 (Resource Registration);
2. CAISO Tariff Section 10 (Telemetry, Metering, and Communications);
3. CAISO Tariff Section 27 (Market Operations);
4. CAISO Tariff Section 29 (Energy Imbalance Market)
5. CAISO Tariff Section 34 (Resource Data and Forecasting Requirements);
6. BPM for Managing Intermittent Resources;
7. BPM for the Energy Imbalance Market;
8. BPM for Telemetry;
9. BPM for Metering; and
10. BPM for Outage Management.

##### **B. Pilot Specific Scope of the Split VER Allocation Protocol**

The CAISO Tariff does not currently define or contemplate participation through a resource design in which multiple market-participating Logical Shares are derived from a single Variable Energy Resource that is a

Physical Resource for purposes of forecasting, scheduling, and settlement. Accordingly, this Schedule establishes supplemental requirements specific to such configuration, including without limitation: allocation logic, forecast disaggregation, telemetry distribution, and proportional settlement.

All obligations set forth in this Schedule apply exclusively to Resources participating under this Agreement and shall not be deemed precedent for general CAISO Tariff treatment.

## **II. Resource Modeling and Allocation Structure**

### **A. Physical/Logical Hierarchy**

Each Physical Resource shall serve as the parent resource within the CAISO Systems and will be identified with its associated Split VERs. Each Split VER participating in the CAISO Markets shall be registered as a separate Resource ID in the CAISO Master File with an appropriate Allocation Factor to derive the Logical Share, but shall remain logically and hierarchically tied to the Physical Resource for purposes of modeling, telemetry, forecasting, and settlement.

Each Split VER participating in the CAISO Markets shall be configured with its own SC, market participation attributes, and resource parameters, subject to proportional derivation from the Physical Resource's registered characteristics.

### **B. Allocation Factors**

Each Physical Resource Owner shall assign, or cause the applicable Split VER Owner(s) or SC(s) to assign, to each Logical Share an Allocation Factor representing that Logical Share's proportional entitlement to the Physical Resource's output. Allocation Factors shall be expressed either as percentages or megawatt values, but in all cases shall satisfy the following criteria:

1. The sum of all Logical Share Allocation Factors shall not exceed one hundred percent (100%) of the Physical Resource's registered capacity.
2. The Allocation Factor assigned to a single Logical Share shall be identical across all the CAISO Systems where such data is used or referenced, including the CAISO Master File, forecasting systems, outage management, and settlement systems.

Failure to satisfy the above criteria may be deemed a breach of this Protocol by the applicable Party.

### **III. Forecasting Architecture and Methodology**

#### **A. Physical Resource Baseline Forecast**

In accordance with CAISO Tariff Section 34 and the BPM for Managing Intermittent Resources, the CAISO shall produce a centralized baseline forecast for each Physical Resource using its standard forecasting platforms.

This baseline forecast shall serve as the authoritative forecast for the total expected output of the Physical Resource for both Day-Ahead and Real-Time market horizons.

#### **B. Forecast Disaggregation**

Under this Pilot, and as necessary the CAISO will disaggregate the baseline Physical Resource Forecast to the Logical Share forecasts outlined in Schedule 1 utilizing the data transmitted by the Resource in accordance with Schedule 2 and applying the approved Allocation Factors maintained in the CAISO's Master File.

Each Logical Share forecast produced through this disaggregation shall constitute the CAISO's official forecast for that Split VER in the CAISO Systems for purposes including but not limited to bidding, scheduling, and settlement.

#### **C. Forecast Reconciliation Requirements**

The CAISO shall perform internal validation to ensure that:

1. For each interval, the sum of all Logical Share forecasts reconciles to the applicable Physical Resource baseline forecast, subject to the CAISO's established tolerance thresholds.
2. Any rounding or scaling adjustments applied in the disaggregation process are applied uniformly and consistently across intervals and Logical Shares.

### **IV. Forecast Data Inputs and Data Responsibilities**

#### **A. Physical Resource Data Obligations**

Each Physical Resource Owner shall provide, or cause the applicable Split VER Owner(s) or SC(s) to provide, in respect of the Physical Resource(s) owned by such Physical Resource Owner, all data required

under the CAISO Tariff and applicable BPMs to support forecasting of intermittent resources, including but not limited to:

1. Historical production data for telemetry and HSL;
2. Meteorological data;
3. Real-time operational status and availability; and
4. Planned and forced outage information.

## **B. Logical Share Specific Data**

In addition to the standard CAISO Tariff requirements, each Physical Resource Owner shall provide, or cause the applicable Split VER Owner(s) or SC(s) to provide, in respect of the Physical Resource(s) owned by such Physical Resource Owner, supplemental data necessary to support Logical Share forecasting, including:

1. Allocation Factors and effective dates;
2. Mapping of meteorological stations and sensor data to Logical Shares where applicable; and
3. Any Logical Share-specific operational constraints or parameters not fully represented by the Physical Resource model.

All data submitted under this Section must be traceable to underlying verified source systems or approved data repositories.

## **V. Forecast Validation & Default Handling**

### **A. CAISO Validation Authority**

The CAISO shall validate all submitted data and allocation parameters for completeness, internal consistency, and system compatibility. This validation includes verification of Allocation Factor integrity and consistency across systems.

### **B. Default & Fallback Conditions**

If the CAISO determines that submitted data or allocation parameters are incomplete, inconsistent, or jeopardize forecast accuracy or system reliability, the CAISO may, in its discretion:

1. Apply default allocation factors; and
2. Require corrective actions by the applicable SC(s).

## VI. Telemetry Allocation & Configuration

### A. Physical Resource Telemetry

Each Physical Resource Owner shall provide, or cause the applicable Split VER Owner(s) or SC(s) to provide, in respect of the Physical Resource(s) owned by such Physical Resource Owner, continuous real-time telemetry, including HSL, to the CAISO in accordance with CAISO Tariff Section 10 and the BPM for Telemetry. Such telemetry shall accurately represent the instantaneous MW output, voltage, frequency, and operational status of the Physical Resource at the point of interconnection.

### B. Split VER Telemetry

Each Physical Resource Owner shall provide, or cause the applicable Split VER Owner(s) or SC(s) to provide, in respect of the Physical Resource(s) owned by such Physical Resource Owner, real-time telemetry for each Split VER, including HSL, to CAISO through a CAISO-approved communication path, in accordance with CAISO Tariff Section 10 and the BPM for Telemetry.

Such Split VER's telemetry shall represent the Logical Share's proportionate output and operational status derived from the Physical Resource's unified control system and shall be transmitted using CAISO-certified telemetry infrastructure.

The availability of Logical Share telemetry does not relieve the applicable Physical Resource Owner of its obligation to maintain and provide accurate Physical Resource telemetry. The Physical Resource telemetry stream shall continue to serve as the authoritative representation of total plant output for system modeling, reliability coordination, and verification purposes.

### C. Telemetry Mapping

Telemetry mapping refers to the logical and system-level association between Physical Resource telemetry and the telemetry streams provided by each Split VER. The telemetry architecture shall operate under the following principles:

1. **Primary Telemetry Sources.** The CAISO will be provided, for each Split VER, its own telemetry signals representing its allocated output, operational status, and availability consistent with the Logical Share. In parallel, the CAISO will be provided, for each Physical Resource, its own telemetry signals representing the total plant output and operational state.
2. **Telemetry Mapping Logic.** The CAISO shall configure the CAISO Systems such that each Logical Share Resource ID for each Split VER is mapped to both:

- i. its direct Logical Share telemetry stream; and
  - ii. the corresponding Physical Resource telemetry source.
- This dual mapping shall enable CAISO to monitor both Logical Share performance and Physical Resource consistency.

- 3. Cross-Validation and Consistency Checks.** The CAISO shall use the Physical Resource telemetry and the approved Allocation Factors to perform validation checks against Logical Share telemetry, ensuring that the sum of all Logical Share telemetry values is consistent with the applicable Physical Resource telemetry output, subject to reasonable telemetry tolerances defined by the CAISO.

This cross-validation process shall be used solely for verification, monitoring, and audit purposes and shall not replace the Logical Share telemetry as the primary operational signal, except as provided below.

#### **D. Dispatch and AGC**

Each Split VER shall be individually dispatchable in the CAISO Markets and shall receive its own market dispatch instructions, schedules, and operating targets through its designated SC.

All Split VER dispatch instructions for the Logical Shares shall be implemented through a unified physical control and telemetry interface at the Physical Resource level. Each Physical Resource Owner shall remain responsible for ensuring that the applicable Physical Resource responds to the aggregate of all Logical Share dispatch instructions in respect of such Physical Resource in a manner consistent with the CAISO's operating requirements, including Automatic Generation Control ("AGC") performance, ramping characteristics, and operating limits.

The CAISO shall derive Logical Share performance and compliance evaluations based on the allocation-adjusted telemetry and metering data described in this Schedule, subject to Section 7.1.2. Dispatch at the Logical Share level shall not relieve the applicable Physical Resource Owner of its obligation to ensure that the relevant Physical Resource operates safely, reliably, and in accordance with the CAISO's instructions, even where multiple Logical Shares are dispatched through separate SC(s).

#### **E. Telemetry and Communication Failure Protocol**

In the event of telemetry, communication, or data transport failures affecting any Physical Resource or any Split VER, the following protocol shall apply:

1. The applicable Physical Resource Owner shall immediately notify, or cause the Split VER Owner or SC to immediately notify, to the CAISO of the telemetry or communication failure, including the nature of the failure, the resources affected, and the estimated time to restoration.
2. Where real-time telemetry from a Physical Resource is unavailable or materially degraded, the CAISO may, in its discretion and in accordance with CAISO Tariff Section 10 and the applicable Telemetry BPM, apply substitute or estimated telemetry values for purposes of system operations, dispatch validation, and market settlement.
3. Where telemetry data for one or more Split VERs cannot be derived due to underlying Physical Resource telemetry loss or system interface issues, or if telemetry data for one or more Logical Share is not otherwise transmitted to the CAISO, then the CAISO may temporarily rely on the last valid telemetry values, proportional allocation defaults, or other substitute methodologies deemed appropriate by the CAISO to maintain operational continuity.
4. If telemetry unavailability or degradation persists beyond a duration or threshold determined by CAISO to materially impact system reliability or market integrity, the CAISO may suspend Logical Share dispatch, forecasting, or settlement operations for the affected resources until telemetry functionality is restored and validated.
5. Each Physical Resource Owner shall remain responsible for maintaining telemetry and communication infrastructure in accordance with the CAISO Tariff requirements, and failure to do so may be treated as a breach of this Protocol by the relevant Physical Resource Owner in addition to any violation of the CAISO Tariff or applicable BPMs.

## **VII. Metering and Settlement Allocation**

### **A. Metering Configuration**

All revenue-quality meters shall remain associated with the applicable Physical Resource in accordance with CAISO Tariff Section 10 and the BPM for Metering. Separate revenue meters for Logical Shares shall not be required.

**B. Meter Data Submittal**

Each Physical Resource shall cause its respective SC to submit the settlement quality meter data to CAISO for each Logical Share. The SQMD Plan and resulting template and single line drawings will be submitted for each Logical Share. Detailed description of the calculation of shares and logical metering should be provided in the SQMD template consistent with the SQMD Plan.

**C. Proportional Allocation**

The CAISO shall allocate the attributes of the Physical Resource's Logical Shares in proportion to their Allocation Factors, other than with respect to metered energy output which shall be allocated as set forth in Section 7.1.2. Such allocations shall be applied for all purposes within the CAISO Systems including:

1. Market settlement;
2. Accounting and reporting;
3. Performance evaluation; and
4. Imbalance and deviation calculations.

**D. Settlement Reconciliation**

The CAISO shall monitor and reconcile forecasted quantities, dispatched quantities, and allocated metered quantities for each Logical Share. Material discrepancies may trigger audit, investigation, or corrective actions under this Protocol.

**E. Meter Data Failure & Substitution**

In the event that revenue-quality metering data for a Physical Resource is missing, delayed, corrupted, or otherwise unavailable, the following shall apply:

1. The CAISO shall apply its standard metering data substitution and estimation methodologies in accordance with the CAISO Tariff Section 10 and the BPM for Metering to derive substitute meter data for settlement and accounting purposes.
2. Where Logical Share allocations cannot be applied after the fact due to missing or invalid Physical Resource meter data, the CAISO may temporarily allocate energy and settlement quantities using the following, provided that the Parties shall cooperate to promptly correct any such temporary allocations to the extent possible:
  - i. the last valid metering interval Allocation Factors,
  - ii. representative historical production patterns, or

- iii. other reasonable estimation methods consistent with the CAISO's settlement practices
3. Each Physical Resource Owner shall cooperate with the CAISO to promptly investigate and resolve any metering data issues, including providing access to meter data records, logs, or supporting documentation as reasonably requested by the CAISO.
4. Persistent metering data failures may result in the CAISO deferring settlement, issuing settlement adjustments, or suspending Logical Share settlement until reliable meter data is restored and verified.
5. Restoration of metering functionality may be subject to testing, inspection, or certification in accordance with the CAISO's metering procedures prior to resumption of normal settlement allocation.

## **VIII. Outage Management and Availability Coordination**

### **A. Logical Share Outage Submissions into OMS**

Each Split VER, through its SC, shall submit into the CAISO Outage Management System ("OMS") all planned outages, forced outages, derates, and availability changes applicable to its Logical Share of the associated underlying Physical Resource in accordance with CAISO Tariff Section 9 and the Business Practice Manual for Outage Management.

Such Logical Share outage submissions shall represent a true and accurate reflection of its portion of the outage condition associated with the underlying Physical Resource.

All Logical Share outage submissions must be structured such that, with respect to all Logical Shares associated with the same underlying Physical Resource, the sum of all Logical Share derates and availability changes equals the total Physical Resource derate or availability change, within a CAISO tolerance of plus or minus 0.1 percent (0.1%).

### **B. Outage Reconciliation and Weekly Verification**

Each Physical Resource Owner shall ensure, or cause the Split VER Owner(s) or its SC(s) to ensure, continuous reconciliation between Logical Share outage submissions in OMS and the underlying Physical Resource outage conditions.

Beginning during any market trial activities designated by the CAISO and continuing after the Commercial Operation Date throughout the term of this Agreement, each Physical Resource Owner shall provide to the CAISO, or cause the Split VER Owner(s) or its SC(s) to provide to the

CAISO, on a weekly basis, a verification report confirming the underlying Physical Resource outage conditions are equal to the sum of the Logical Share outages submitted into OMS.

The verification report shall include all relevant outage data, availability information, and supporting information reasonably necessary to allow the CAISO to independently validate the alignment between Logical Share outage submissions and the underlying Physical Resource outage conditions, and shall be provided in a template and format reasonably specified by the CAISO.

### **C. Mismatch Identification and Correction**

If the weekly verification report identifies any discrepancy between the Logical Share outages submitted into OMS and the underlying Physical Resource outage conditions, the applicable Physical Resource Owner shall promptly notify the CAISO and all affected Parties and shall identify:

- the nature of the discrepancy,
- the affected Logical Share(s),
- the corresponding Physical Resource outage condition,
- the reason or underlying cause of the discrepancy, and
- the remedial actions taken or planned to address the discrepancy and prevent recurrence.

If the discrepancy relates to an outage that remains active at the time the discrepancy is identified, the Physical Resource Owner shall ensure that the applicable SC(s) promptly correct the Logical Share outage submissions in OMS so that they accurately reflect the underlying Physical Resource outage condition.

If the discrepancy relates to an outage that is no longer active, the Physical Resource Owner shall notify the CAISO and all affected Parties of the discrepancy and provide the information required under this Section.

Nothing herein limits the CAISO's ability to request additional supporting documentation, data, or clarification where reasonably necessary to validate reported outages or ensure alignment between Logical Share outage submissions and the underlying Physical Resource outage conditions.



## **IX. Change Management and System Updates**

### **A. Allocation and Mapping Changes**

Any change requested by a Physical Resource Owner to Allocation Factors, telemetry mapping, meteorological mapping, or forecasting methodology shall be subject to prior to the CAISO's approval and must be submitted at least two (2) months before the proposed effective date.

### **B. System Synchronization Requirement**

All approved changes must be implemented consistently across:

1. CAISO Master File;
2. Forecasting systems;
3. Outage Management; and
4. Settlement and modeling systems.

The CAISO approval may be conditioned on completion of additional testing or validation prior to market effectiveness.

## **X. Compliance, Audit, and Enforcement**

### **A. Monitoring and Review**

The CAISO reserves the right to periodically audit the operation of Logical Shares and the performance of this Protocol, including forecast accuracy, allocation integrity, telemetry consistency, and settlement allocation correctness.

### **B. Non-Compliance Consequences**

Failure by a Physical Resource Owner, a Split VER Owner, and/or the designated SC(s) to comply with this Schedule may result in corrective action, temporary suspension of Logical Share operations, or other remedies available to the CAISO under the Agreement and the CAISO Tariff.

## Schedule 3 Responsibility Matrix

This Schedule 3 is provided solely for explanatory and reference purposes. The below matrices are intended to summarize certain roles and responsibilities described elsewhere in this Agreement but do not create independent rights or obligations.

In the event of any inconsistency, ambiguity, or conflict between this Schedule 3 and the body of the Agreement or Schedule 2, the terms of the body of the Agreement and Schedule 2 shall govern and control.

### 1. Resource Registration & Configuration (Article IV, Schedule 2)

Function	CAISO	Physical Resource Owner	Split VER Owner	Scheduling Coordinator
Register Physical Resource in CAISO Master File	Approves, maintains system record	Provides technical & registration data	Coordinates data for logical model	N/A
Register Split VERs (Logical Shares)	Configures & validates	N/A	Defines Logical Shares and allocation structure	Supports registration inputs
Maintain resource attributes (Pmax, Pmin, ramp, etc.)	Validates consistency across systems	Maintains physical accuracy	Ensures logical attributes align proportionally	Ensures bid/schedule attributes match CAISO records
Approve & implement configuration changes	Final approval	Notifies of changes	Proposes allocation/configuration changes	Supports changes in market systems
Telemetry and data mapping configuration	Implements & validates	Provides physical telemetry endpoints	Defines Logical Share associations	Assists with telemetry integration

## 2. Forecasting Services & Data Inputs (Article V, Schedule 2)

Function	CAISO	Physical Resource Owner	Split VER Owner	Scheduling Coordinator
Physical Resource baseline forecast	Develops	Provides underlying operational data	Coordinates logical model consistency	N/A
Logical Share forecast disaggregation	Performs, validates, and publishes	Provides underlying operational data	Ensures valid Allocation Factors	Reviews for consistency
Submission of meteorological & historical data	Consumes & validates	Provides raw data	Coordinates mapping if needed	Supports data submission
Allocation factor input & maintenance	Validates across systems	N/A	Defines and maintains	Confirms in scheduling systems
Forecast validation & reconciliation	Performs	Provides supporting operational data	Supports validation	Required to respond to CAISO inquiries
Forecast defaults & fallback execution	Executes	Notified of defaults	Notified and responsible for correction	Informed and implements market impacts

## 3. Telemetry & Communication (Article IV, Article V, Schedule 2)

Function	CAISO	Physical Resource Owner	Split VER Owner	Scheduling Coordinator
Physical Resource telemetry provision	Receives, validates, uses	Provides and maintains	N/A	Supports communication testing
Split VER telemetry and HSL provision	Validates, cross-checks	Provides raw data & maintains underlying control systems	Ensures logical telemetry mapping	Supports Logical Share telemetry and HSL data submission
Telemetry mapping & system configuration	Implements & audits	Provides source points	Defines Logical Share associations	Supports Seller to coordinate with CAISO to provide source points
Telemetry validation & cross-checking	Performs	Supports resolution of discrepancies	Assists in validation	Monitors performance impacts
Telemetry failure response	Substitutes or estimates	Restores physical system	Supports logical telemetry restoration	Communicates failures to CAISO

#### 4. Metering & Settlement Allocation (Article V, Schedule 2)

Function	CAISO	Physical Resource Owner	Split VER Owner	Scheduling Coordinator
Revenue-quality metering	N/A	Installs, maintains, certifies meters	N/A	Supports data coordination
Split VERs Meter Data Submittal	Receives	N/A	Provides Allocation Factors	Applies Allocation Factors & submits Logical Share meter data and Metered Output Adjustments
Settlement reconciliation	Performs and settles	Provides access to meter data	Supports audit resolution	Reviews settlement results
Meter data substitution when missing	Applies per Tariff	Supports investigation	Coordinates with stakeholders	Informed of settlement deviations

#### 5. Outage Management (Article V, Schedule 2)

Function	CAISO	Physical Resource Owner	Split VER Owner	Scheduling Coordinator
Physical Resource outage validation submission	Receives, validates report	Submits validation report	Supports validation report submittal	Supports validation report submittal
Split VER outage submission	Validates & reconciles	Validates & reconciles	Coordinates logical outage impacts	Submits Logical Share outages into OMS
Outage aggregation consistency	Monitors	Enforces and ensures physical accuracy	Ensures logical sum matches physical	Confirms schedules as between Logical Shares w/ same underlying Physical Resource remain consistent
Cross-BAA outage coordination	Oversees	Coordinates with external BAA	Supports multi-BAA coordination	Communicates BAA changes

## 6. Market Participation & Dispatch (Article VI, Schedule 2)

Function	CAISO	Physical Resource Owner	Split VER Owner	Scheduling Coordinator
Dispatch instructions	Issues per Logical Share	Implements physically	N/A	Receives instructions and executes bids
AGC control & plant response	Controls through dispatch	Ensures plant responds correctly	N/A	Monitors logical share compliance
Bid and schedule submission	Receives & validates	N/A	N/A	Submits for each Logical Share
Market performance monitoring	Performs	Supports data provision	Supports resolution	Monitors results

## 7. Change Management (Article VII, Schedule 2)

Function	CAISO	Physical Resource Owner	Split VER Owner	Scheduling Coordinator
Proposal of allocation changes	Reviews & approves	Supports feasibility	Initiates proposals	Informs CAISO of impacts
Allocation change implementation	Implements & tests	Updates Schedule 1 & plant operations if needed	Coordinates updates with Scheduling Coordinator	Updates scheduling parameters
System synchronization	Enforces	Assists with implementation	Ensures internal consistency	Ensures scheduling systems align
Go-live validation	Approves final	Participates	Supports	Implements in market ops

**8. Compliance, Audit & Enforcement**

Function	CAISO	Physical Resource Owner	Split VER Owner	Scheduling Coordinator
Compliance monitoring	Performs	Subject to	Subject to	Subject to
Audit of allocation/forecast accuracy	Performs	Cooperates	Cooperates	Cooperates
Remedy implementation	Initiates	Implements technically	Implements logically	Implements market actions
Suspension or corrective action	Exercises rights	Subject to	Subject to	Subject to

## Schedule 4 Notices

### Physical Resource Owner North

Name of Primary Representative: Chief Legal Officer  
Title:  
Company: SunZia Wind North LLC  
Address: 1088 Sansome St.  
City/State/Zip Code: San Francisco, CA 94111  
Email address: **[Privileged Material Redacted Pursuant to 18 C.F.R §388.112]**  
Phone: 415.283. **[Privileged Material Redacted Pursuant to 18 C.F.R §388.112]**

Name of Alternative Representative: Real Time Operations  
Title:  
Company: SunZia Wind North LLC  
Address: 1088 Sansome St.  
City/State/Zip Code: San Francisco, CA 94111  
Email address: **[Privileged Material Redacted Pursuant to 18 C.F.R §388.112]**  
Phone: 713.930. **[Privileged Material Redacted Pursuant to 18 C.F.R §388.112]**

### Physical Resource Owner South

Name of Primary Representative: Chief Legal Officer  
Title:  
Company: SunZia Wind South LLC  
Address: 1088 Sansome St.  
City/State/Zip Code: San Francisco, CA 94111  
Email address: **[Privileged Material Redacted Pursuant to 18 C.F.R §388.112]**  
Phone: 415.283. **[Privileged Material Redacted Pursuant to 18 C.F.R §388.112]**

Name of Alternative Representative: Real Time Operations  
Title:  
Company: SunZia Wind South LLC  
Address: 1088 Sansome St.  
City/State/Zip Code: San Francisco, CA 94111  
Email address: **[Privileged Material Redacted Pursuant to 18 C.F.R §388.112]**  
Phone: 713.930. **[Privileged Material Redacted Pursuant to 18 C.F.R §388.112]**



## CAISO

Name of Primary Representative:	Riddhi Ray
Title:	Manager, Regulatory Contracts
Address:	250 Outcropping Way
City/State/Zip Code:	Folsom, CA 95630
Email address:	rray@caiso.com
Phone:	(916) 608-1056
Fax:	(916) 608-5063

**Attachment C – Form of Protective Agreement**  
**Multilateral VER Agreement**  
**among the CAISO, SunZia Wind North, LLC and**  
**SunZia Wind South, LLC**  
**California Independent System Operator Corporation**  
**May 21, 2026**

## PROTECTIVE AGREEMENT

This Protective Agreement (“Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the California Independent System Operator Corporation (“CAISO”) and \_\_\_\_\_ (“Intervenor”), or *vice versa*, in connection with the proceeding before the Federal Energy Regulatory Commission (the “Commission”) in Docket No. \_\_\_\_\_. The CAISO and Intervenor are sometimes referred to as herein individually as a “Party” or jointly as the “Parties.”

1. The CAISO filed Protected Materials in the above-referenced Commission proceeding and Intervenor is a Participant in such proceeding, as the term Participant is defined in 18 C.F.R. Section 385.102(b), or has filed a motion to intervene or a notice of intervention in such proceeding. The CAISO and Intervenor enter into this Agreement in accordance with their respective rights and obligations set forth in 18 C.F.R. Section 388.112(b)(2). Notwithstanding any order terminating such proceeding, this Agreement shall remain in effect until specifically modified or terminated by the Commission or court of competent jurisdiction.

2. This Agreement applies to the following two categories of Protected Materials: (A) a Party may designate as protected those materials which customarily are treated by that Party as sensitive or proprietary, which are not available to the public, and which, if disclosed freely, would subject that Party or its customers to risk of competitive disadvantage or other business injury; and (B) a Party shall designate as protected those materials which contain privileged trade secret, commercial and financial information, as defined in 18 C.F.R. Section 388.107.

3. Definitions – For purposes of this Agreement:

(a) (1) The term “Protected Materials” means (A) materials provided by a Party in association with this proceeding and designated by such Party as protected; (B) any information contained in or obtained from such designated materials; (C) notes of Protected Materials; and (D) copies of Protected Materials. The Party producing the Protected Materials shall physically mark them on each page as “PROTECTED MATERIALS” or with words of similar import as long as the term “Protected Materials” is included in that designation to indicate that they are Protected Materials. If the Protected Materials contain Critical Energy Infrastructure Information, the Party producing such information shall additionally mark on each page containing such information the words “Contains Critical Energy Infrastructure Information – Do Not Release.”

(2) The term “Notes of Protected Materials” means memoranda, handwritten notes, or any other form of information (including electronic form) which copies or discloses materials described in Paragraph 3(a)(1). Notes of Protected Materials are subject to the same restrictions provided in this Agreement for Protected Materials except as specifically provided in this Agreement.

(3) Protected Materials shall not include (A) any information or document contained in the publicly-available files of the Commission or of any other federal or state agency, or any federal or state court, unless the information or document has been determined to be protected by such agency or court, or (B) information that is public knowledge, or which

becomes public knowledge, other than through disclosure in violation of this Agreement, or (C) any information or document labeled as “Non-Internet Public” by a Party, in accordance with Paragraph 30 of FERC Order No. 630, FERC Stats. & Regs. ¶ 31,140 (2003). Protected Materials do include any information or documents contained in the files of the Commission that has been designated as Critical Energy Infrastructure Information.

(b) The term “Non-Disclosure Certificate” shall mean the certificate annexed hereto by which Reviewing Representatives who have been granted access to Protected Materials shall certify their understanding that such access to Protected Materials is provided pursuant to the terms and restrictions of this Agreement, and that they have read the Agreement and agree to be bound by it. Each Party shall provide a copy of the Non-Disclosure Certificate(s) executed by its Reviewing Representative(s) to the other Party prior to such Reviewing Representative(s) receiving access to any Protected Materials.

(c) The term “Reviewing Representative” shall mean a person who has signed a Non-Disclosure Certificate and who is:

- (1) an attorney retained by a Party for purposes of this proceeding;
- (2) attorneys, paralegals, and other employees associated for purposes of this proceeding with an attorney described in Paragraph (3)(c)(1);
- (3) an expert or employee of an expert retained by a Party for the purpose of advising, preparing or testifying in this proceeding;
- (4) a person designated as a Reviewing Representative by order of the Commission; or
- (5) employees or other representatives of a Party with significant responsibility for matters involving this proceeding.

4. Protected Materials shall be made available under the terms of this Agreement only to Parties and only through their Reviewing Representative(s) as provided in Paragraphs 7-9.

5. Protected Materials shall remain available to a Party until the later of the date that an order terminating this proceeding becomes no longer subject to judicial review, or the date that any other Commission proceeding relating to the Protected Material is concluded and no longer subject to judicial review. If requested to do so in writing after that date, the Party shall, within fifteen days of such request, return the Protected Materials (excluding Notes of Protected Materials) to the Party that produced them, or shall destroy the materials, except that copies of filings, official transcripts and exhibits in this proceeding that contain Protected Materials, and Notes of Protected Materials may be retained, if they are maintained in accordance with Paragraph 6, below. Within such time period the Party, if requested to do so, shall also submit to the producing Party an affidavit stating that, to the best of its knowledge, all Protected Materials and all Notes of Protected Materials have been returned or have been destroyed or will be

maintained in accordance with Paragraph 6. To the extent Protected Materials are not returned or destroyed, they shall remain subject to this Agreement.

6. All Protected Materials shall be maintained by the Party in a secure place. Access to those materials shall be limited to those Reviewing Representatives specifically authorized pursuant to Paragraphs 8-9.

7. Protected Materials shall be treated as confidential by the Party and its Reviewing Representative(s) in accordance with the certificate executed pursuant to Paragraph 9. Protected Materials shall not be used except as necessary for the conduct of this proceeding, nor shall they be disclosed in any manner to any person except a Reviewing Representative who is engaged in the conduct of this proceeding and who needs to know the information in order to carry out that person's responsibilities in this proceeding. Reviewing Representatives may make copies of Protected Materials, but such copies become Protected Materials. Reviewing Representatives may make notes of Protected Materials, which shall be treated as Notes of Protected Materials if they disclose the contents of Protected Materials.

8. (a) If a Reviewing Representative's scope of employment includes the marketing of energy or the buying or selling of generating assets, the direct supervision of any employee or employees whose duties include the foregoing, the provision of consulting services to any person whose duties include the foregoing, or the direct supervision of any employee or employees whose duties include the foregoing, such Reviewing Representative may not use information contained in any Protected Materials obtained through this proceeding to give any Party or any competitor of any Party a commercial advantage.

(b) In the event that a Party wishes to designate as a Reviewing Representative a person not described in Paragraph 3(c) above, the Party shall seek agreement from the Party providing the Protected Materials. If an agreement is reached that person shall be a Reviewing Representative pursuant to Paragraphs 3(c) above with respect to those materials. If no agreement is reached, the Party shall submit the disputed designation to the Commission for resolution.

9. (a) A Reviewing Representative shall not be permitted to inspect, participate in discussions regarding, or otherwise be permitted access to Protected Materials pursuant to this Agreement unless that Reviewing Representative has first executed a Non-Disclosure Certificate; provided, that if an attorney qualified as a Reviewing Representative has executed such a certificate, the paralegals, secretarial and clerical personnel under the attorney's instruction, supervision or control need not do so. A copy of each Non-Disclosure Certificate shall be provided to counsel for the Party asserting confidentiality prior to disclosure of any Protected Material to that Reviewing Representative.

(b) Attorneys qualified as Reviewing Representatives are responsible for ensuring that persons under their supervision or control comply with this Agreement.

10. Any Reviewing Representative may disclose Protected Materials to any other Reviewing Representative as long as the disclosing Reviewing Representative and the receiving Reviewing Representative both have executed a Non-Disclosure Certificate. In the event that any Reviewing

Representative to whom the Protected Materials are disclosed ceases to be engaged in these proceedings, or is employed or retained for a position whose occupant is not qualified to be a Reviewing Representative under Paragraph 3(c), access to Protected Materials by that person shall be terminated. Even if no longer engaged in this proceeding, every person who has executed a Non-Disclosure Certificate shall continue to be bound by the provisions of this Agreement and the certification.

11. Subject to Paragraph 17, the Commission shall resolve any disputes arising under this Agreement. Prior to presenting any dispute under this Agreement to the Commission, the Parties shall use their best efforts to resolve it. If a Party contests the designation of materials as protected, it shall notify the Party that provided the Protected Materials by specifying in writing the materials whose designation is contested. This Agreement shall automatically cease to apply to such materials five (5) business days after the notification is made unless the Party, within said 5-day period, files a motion with the Commission, with supporting affidavits, demonstrating that the materials should continue to be protected. In any challenge to the designation of materials as protected, the burden of proof shall be on the Party seeking protection. If the Commission finds that the materials at issue are not entitled to protection, the procedures of Paragraph 17 shall apply. The procedures described above shall not apply to Protected Materials designated by a Party as Critical Energy Infrastructure Information. Materials so designated shall remain protected and subject to the provisions of this Agreement unless a Party requests and obtains a determination from the Commission's Critical Energy Infrastructure Information Coordinator that such materials need not remain protected.

12. All copies of all documents reflecting Protected Materials, including the portion of any hearing testimony, exhibits, transcripts, briefs and other documents which refer to Protected Materials, shall be filed and served in sealed envelopes or by other appropriate means endorsed to the effect that they are protected pursuant to this Agreement. Such documents shall be marked "PROTECTED MATERIALS" and shall be filed under seal and served under seal upon the Commission and all Reviewing Representatives who are on the service list. Such documents containing Critical Energy Infrastructure Information shall be additionally marked "Contains Critical Energy Infrastructure Information – Do Not Release." For anything filed under seal, redacted versions or, where an entire document is protected, a letter indicating such, will also be filed with the Commission and served on all parties on the service list. Counsel for the producing Party shall, upon the request of a Party, provide a list of Reviewing Representatives who are entitled to receive such material. Counsel shall take all reasonable precautions necessary to assure that Protected Materials are not distributed to unauthorized persons. If any Party desires to include, utilize or refer to any Protected Materials or information derived therefrom in pleadings, testimony or exhibits to these proceedings in such a manner that might require disclosure of such material to persons other than Reviewing Representatives, such Party shall first notify both counsel for the disclosing Party and the Commission of such desire, identifying with particularity each of the Protected Materials. Thereafter, use of such Protected Materials will be governed by procedures determined by the Commission.

13. Nothing in this Agreement shall be construed as precluding any Party from objecting to the use of Protected Materials on any legal grounds.

14. Nothing in this Agreement shall preclude any Party from requesting the Commission or any other body having appropriate authority to find that this Agreement should not apply to all or any materials previously designated as Protected Materials pursuant to this Agreement. The Commission may alter or amend this Agreement as circumstances warrant at any time during the course of this proceeding.

15. The Parties may amend this Agreement only by mutual consent and in writing, provided, however, that a Party has the right to seek changes to this Agreement as appropriate from the Commission.

16. All Protected Materials filed with the Commission, or any other judicial or administrative body, in support of, or as a part of, a motion, other pleading, brief, or other document, shall be filed and served in sealed envelopes or by other appropriate means bearing prominent markings indicating that the contents include Protected Materials subject to this Agreement. Such documents containing Critical Energy Infrastructure Information shall be additionally marked "Contains Critical Energy Infrastructure Information – Do Not Release."

17. If the Commission finds at any time in the course of this proceeding that all or part of the Protected Materials need not be protected, those materials shall, nevertheless, be subject to the protection afforded by this Agreement for three (3) business days from the date of issuance of the Commission's decision, and if the Party seeking protection files an interlocutory appeal or requests that the issue be certified to the Commission, for an additional seven (7) business days. No Party waives its rights to seek additional administrative or judicial remedies after the Commission's decision respecting Protected Materials or Reviewing Representatives, or the Commission's denial of any appeal thereof. The provisions of 18 C.F.R. Sections 388.112 and 388.113 shall apply to any requests for Protected Materials in the files of the Commission under the Freedom of Information Act (5 U.S.C. § 552).

18. Nothing in this Agreement shall be deemed to preclude either Party from independently seeking through discovery in any other administrative or judicial proceeding information or materials produced in this proceeding under this Agreement.

19. Neither Party waives the right to pursue any other legal or equitable remedies that may be available in the event of actual anticipated disclosure of Protected Materials.

20. The contents of Protected Materials or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with this Agreement and shall be used only in connection with this proceeding. Any violation of this Agreement and of any Non-Disclosure Certificate executed hereunder shall constitute a violation of an order of the Commission.

IN WITNESS WHEREOF, the Parties each have caused this Protective Agreement to be signed by their respective duly authorized representatives as of the date first set forth above.

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Representing CAISO

Representing Intervenor

## NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Protected Materials is provided to me pursuant to the terms and restrictions of the Protective Agreement dated \_\_\_\_\_, 20\_\_ by and between the CAISO and \_\_\_\_\_ concerning materials in Federal Energy Regulatory Commission Docket No. \_\_\_\_\_, that I have been given a copy of and have read the Protective Agreement, and that I agree to be bound by it. I understand that the contents of the Protected Materials, any notes or other memoranda, or any other form of information that copies or discloses Protected Materials shall not be disclosed to anyone other than in accordance with the Protective Agreement. I acknowledge that a violation of this certificate constitutes a violation of an order of the Federal Energy Regulatory Commission.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Representing: \_\_\_\_\_