

AMENDMENT TO AMENDED AND RESTATED EMPLOYMENT AGREEMENT FOR CHIEF EXECUTIVE OFFICER

This Amendment (“the **Amendment**”) to the Amended and Restated Employment Agreement (the “**Employment Agreement**”) for Chief Executive Officer, dated June 21, 2023, is dated as of March __, 2024 (the “Amendment Effective Date”), between Ava Community Energy, a California joint powers authority (formerly known as the East Bay Community Energy Authority) (“**Ava**”), and Nicolas Chaset, current CEO of Ava (“**Chaset**”). As used herein Ava and Chaset may each be referred to individually as a “Party” and collectively as “Parties.”

RECITALS

- A. The Parties entered into an agreement appointing Chaset as CEO of Ava (then known as East Bay Community Energy Authority) on June 21, 2017.
- B. On June 21, 2023, the Parties entered into an Amended and Restated Employment Agreement for Chaset as CEO of Ava.
- C. Now, the Parties wish to amend the Amended and Restated Employment Agreement in consideration for Chaset’s continued employment beyond his original resignation date.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the amount and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Date of Resignation:** Chaset provided his 60 days’ notice of resignation to the Board of Directors on February 1, 2024. In exchange for the following terms, Chaset will continue to fulfill his duties as CEO, including and not limited to carrying out such tasks as directed by the Board of Directors through July 15, 2024 at the same salary and with the same employment benefits provided under the Employment Agreement.
2. **Bonus Pay:** Section 5 of the Employment Agreement is modified in exchange for Chaset continuing his employment beyond the 60 days after his notice of resignation. In consideration of the extension of Chaset’s service, Ava agrees to pay Chaset a one-time extension bonus. The extension bonus is valued at 15% of Chaset’s base salary of \$459,000, or **\$68,850**. The bonus pay will be paid in full to Chaset if he stays until July 15, 2024 as agreed upon. Chaset shall not be entitled to any other performance bonus under the Employment Agreement or a severance payment provided under Section 11 of the Employment Agreement. If the Board terminates Chaset’s employment without cause prior to July 15, 2024, Chaset shall be entitled to payment in full of the extension bonus.
3. **Modified Position:** Subject to the execution of a later employment or consulting services agreement, Chaset may remain employed as a part-time employee or consultant to Ava, focused on supporting the new CEO from July 16, 2024 through August 15, 2024, on an hourly or time and materials basis subject to the discretion of the Ava Board of Directors.

4. Outside Business Activity: Section 3 of the Employment Agreement is modified in exchange for Chaset continuing his employment beyond the 60 days after his notice of resignation. Starting on June 15, 2024, Chaset will not require pre-approval from an ad hoc committee of the Board of Directors to engage in outside business activity. However, Chaset will still be subject to all applicable conflict of interest laws, rules and regulations through the term of his employment.

IN WITNESS WHEREOF, the Parties have executed this Amendment effective as of the Amendment Effective Date written above.

<hr/> Chair Jack Balch Ava Community Energy DATE: _____, 2024	<hr/> Nicolas Chaset, CEO DATE: _____, 2024
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APPROVED AS TO FORM:

Inder Khalsa, General Counsel

ATTEST:

Adrian Bankhead, Clerk of the Board