BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

Joint Application of Nevada Power Company d/b/a NV Energy and Sierra Pacific Power Company d/b/a NV Energy for approval of their 2027-2046 integrated resource plan, 2027-2029 Action Plan and 2027-2029 Energy Supply Plan.	Docket No. 26-05___

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TECHNICAL APPENDIX
GENERATION AND RENEWABLES

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GEN-1

Technical Appendix GEN-1 - Gen Unit Characteristics Table - 2025 Update (02032025) - Confidential.xlsx

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NV Energy Generation Summary

Plant	I/S Date	Projected Retirement Date	Heat Rate at Max Load, No Duct Burners (BTU/kWh)	Winter/Summer Net Cap (MW)	Type
North					
~~Clark Mt. 1~~	~~1961~~	*Retired*	~~10 / 10~~	~~GTG/Diese~~
~~Clark Mt. 2~~	~~1963~~	*Retired*	~~10 / 10~~	~~GTG/Diese~~
Clark Mt. 3	1994	*2044*	12,242	72 / 66	GTG/Gas
Clark Mt. 4	1994	*2044*	10,888	72 / 66	GTG/Gas
Ft. Churchill 1	1968	*2038*	11,180	113 / 98	STG/Gas
Ft. Churchill 2	1971	*2038*	11,398	113 / 98	STG/Gas
~~Tracy 1~~	~~1963~~	*Retired*	~~12,477~~	~~53 / 53~~	~~STG/Gas~~
~~Tracy 2~~	~~1965~~	*Retired*	~~11,068~~	~~83 / 83~~	~~STG/Gas~~
Tracy 3	1974	*2038*	10,544	92 / 92	STG/Gas
Tracy 4&5 (Pinon	1996	*2049*	7,798	108 / 104	CC/Steam
Tracy 8, 9, 10	2008	*2048*	7,079	635 / 609	CC/Steam
Valmy 1	1981	*2025*	10,579	254 / 254	STG/Coal
Valmy 2	1985	*2025*	11,418	268 / 268	STG/Coal
~~Battle Mt~~	~~1960~~	*Retired*	~~15,095~~	~~8~~	~~Recip/Oil~~
Brunswick	1960	*2028*	15,695	5	Recip/Oil
~~Gabbs~~	~~1969~~	*Retired*	~~15,685~~	~~5.4~~	~~Recip/Oil~~
Kings Beach	2008	*2058*		12	Recip/Oil
~~Portola~~	~~1960~~	*Retired*		~~6~~	~~Recip/Oil~~
~~Valley Road~~	~~1960~~	*Retired*	~~15,095~~	~~6~~	~~Recip/Oil~~
~~Winnemucca CT~~	~~1970~~	*Retired*	~~17,000~~	~~14/14~~	~~CT/Gas~~
South					
~~Clark 1~~	~~1955~~	*Retired*	~~12,001~~	~~42 / 42~~	~~STG/Gas~~
~~Clark 2~~	~~1957~~	*Retired*	~~10,928~~	~~69 / 66~~	~~STG/Gas~~
~~Clark 3~~	~~1961~~	*Retired*	~~11,029~~	~~79 / 67~~	~~STG/Gas~~
Clark 4	1973	*2035*	13,054	63 / 55	GTG/Gas
Clark 5	1979	*2044*	13,703	84 / 73	GTG/Gas
Clark 6	1979	*2044*	12,949	84 / 73	GTG/Gas
Clark 7	1980	*2043*	13,132	84 / 73	GTG/Gas
Clark 8	1982	*2043*	12,989	84 / 73	GTG/Gas
Clark 9	1993	*2043*	8,473	82 / 84	CC/Steam
Clark 10	1994	*2044*	8,473	82 / 84	CC/Steam
Clark 11 - 22	2008	*2049*	10,499	57 / 52	GTG/Gas
Harry Allen 3	1995	*2046*	12,213	84 / 76	GTG/Gas
Harry Allen 4	2006	*2046*	11,426	84 / 76	GTG/Gas
Harry Allen CC	2011	*2049*	6,959	568 / 556	CC/Gas
Lenzie CC 1	2006	*2049*	7,166	623 / 621	CC/Gas
Lenzie CC 2	2006	*2049*	7,110	623 / 621	CC/Gas
~~RG 1~~	~~1965~~	*Retired*	~~10,082~~	~~100 / 100~~	~~STG/Coal~~
~~RG 2~~	~~1968~~	*Retired*	~~10,535~~	~~100 / 100~~	~~STG/Coal~~
~~RG 3~~	~~1976~~	*Retired*	~~11,006~~	~~100 / 100~~	~~STG/Coal~~
~~RG 4~~	~~1983~~	*Retired*	~~10,367~~	~~257 / 257~~	~~STG/Coal~~
Silverhawk CC	2004	*2049*	7,293	599 / 607	CC/Gas
Silverhawk 3	2024	*2054*	10,314	218 / 224	GTG/Gas
Silverhawk 4	2024	*2054*	10,446	218 / 224	GTG/Gas
Higgins CC	2004	*2049*	7,355	617 / 620	CC/Gas
~~Sunrise 1~~	~~1964~~	*Retired*	~~11,585~~		~~STG/Gas~~
~~Sunrise 2~~	~~1974~~	*Retired*	~~15,072~~		~~GTG/Gas~~
~~Navajo 1~~	~~1974~~	*Retired*	~~10,100~~	~~85 (NPC share)~~	~~STG/Coal~~
~~Navajo 2~~	~~1975~~	*Retired*	~~10,100~~	~~85 (NPC share)~~	~~STG/Coal~~
~~Navajo 3~~	~~1976~~	*Retired*	~~10,100~~	~~85 (NPC share)~~	~~STG/Coal~~
LVCogen 1	1994	*2049*	8,031	51 / 48	CC/Gas
LVCogen 2	2004	*2049*	7,800	115 / 112	CC/Gas
LVCogen 3	2004	*2049*	7,902	115 / 112	CC/Gas
Sunpeak 3	1991	*2041*	12,835	74 / 72	GTG/Gas
Sunpeak 4	1991	*2041*	12,767	74 / 72	GTG/Gas
Sunpeak 5	1991	*2041*	12,632	74 / 72	GTG/Gas

Technical Appendix GEN-1 - Gen Unit Characteristics Table - 2025 Update (02032025) - Confidential.xlsx

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Unit		Min. Net Capacity (MW)	Assumed Net Capability (MW)		
			Winter	Summer	Peak
	North (°F)	45	45	73	102
	South (°F)	59	59	90	112
Fort Churchill Complex					
Ft. Churchill 1	ST	15	113	98	98
Ft. Churchill 2	ST	15	113	98	98
Tracy Complex					
Tracy 3	ST	28	92	92	92
Tracy 4	GT	30	68	65	65
Tracy 5	ST		25	24	24
Tracy 4 duct burners (total)			15	15	15
Tracy 4/5	CC	51.5	93	89	89
Tracy 4/5 + ducts	CC		108	104	104
Tracy 8	GT	80	167	162	152
Tracy 9	GT	80	167	162	152
Tracy 10	ST		161	151	140
Tracy CC duct burners (total)			140	134	123
Tracy CC (1X1)	CC	120	239	232	217
Tracy CC (1X1 + ducts)	CC		309	299	279
Tracy CC (2X1)	CC	250	495	475	444
Tracy CC (2X1 Peak Fire)				488	457
Tracy CC (2X1 + ducts)	CC		635	609	567
Tracy CC (2X1 Peak Fire + ducts)				622	580
Clark Mountain 3	GT	35	72	66	64
Clark Mountain 4	GT	35	72	66	64
Clark Mountain 3-4 (power augmentation - each)	GT	35			69
Valmy Complex					
Valmy 1 (full plant output)	ST	45	254	254	254
Valmy 2 (full plant output)	ST	40	268	268	268
Valmy 1 (SPPC portion only)	ST	22.5	127	127	127
Valmy 2 (SPPC portion only)	ST	20	134	134	134
Brunswick					
Brunswick	Diesel	1.5	5	4.75	4.75
Clark Complex					
Clark 4	GT	20	63	55	54
Clark 5	GT	35	84	73	72
Clark 6	GT	35	84	73	72
Clark 10	ST		82	84	71
Clark 10 CC - (5,6,10) 1x1	CC	52	125	115	107.5
Clark 10 CC - (5,6,10) 2x1	CC	115	250	230	215
Clark 7	GT	31	84	73	72
Clark 8	GT	31	84	73	72
Clark 9	ST		82	84	71
Clark 9 CC - (7,8,9) 1x1	CC	52	125	115	107.5
Clark 9 CC - (7,8,9) 2x1	CC	115	250	230	215
Clark 11-22 (each)	GT	35	45	42	41
Clark 11-22 (peak -each)	GT	35	57	52	51
Clark 11-22 (peak and wet compression - each)	GT	35			55
Clark 11-22 (total)			540	504	492
Clark 11-22 (peak - total)	GT		684	624	612
Clark 11-22 (peak and wet compression - total)	GT				660
Chuck Lenzie Complex					
LZ 1 CT1	GT	70	179	184	182
LZ 1 CT2	GT	70	179	184	182
Lenzie STG1	ST		165	158	153
Lenzie 1 duct burn			100	95	92
Lenzie CC 1 (1x1)	CC	110	250	256	252
Lenzie CC 1 (1x1 + ducts)	CC		300	303	298
Lenzie CC 1 (2x1)	CC	235	523	526	517
Lenzie CC 1 (2x1 + ducts)	CC		623	621	609
LZ 2 CT3	GT	70	179	184	182
LZ 2 CT4	GT	70	179	184	182
Lenzie STG2	ST		165	158	153
Lenzie 2 duct burners (total)			100	95	92
Lenzie CC 2 (1x1)	CC	110	250	256	252
Lenzie CC 2 (1x1 + ducts)	CC		300	303	298
Lenzie CC 2 (2x1)	CC	235	523	526	517
Lenzie CC 2 (2x1 + ducts)	CC		623	621	609

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Unit		Min. Net Capacity (MW)	Assumed Net Capability (MW)		
			Winter	Summer	Peak
	North (°F)	45	45	73	102
	South (°F)	59	59	90	112
Silverhawk Station					
Silverhawk 3	GT	83	218	215	210
Silverhawk 4	GT	83	218	215	210
Silverhawk 3-4 (wet compression - each)	GT			224	222
SH CTA	GT	83	161	155	149
SH CTB	GT	83	161	155	149
SH STG	ST		158	155	149
SH duct burners (total)			100	95	90
Silverhawk CC (1x1)	CC	130	250	241	232
Silverhawk CC (1x1 + ducts)	CC		300	288	277
Silverhawk CC (2x1)	CC	262	480	465	447
Silverhawk CC (2x1 Peak Fire)	CC		510	495	477
Silverhawk (2x1 + ducts)	CC		580	560	537
Silverhawk CC (2x1 + ducts + Peak Fire)	CC		599	579	556
Silverhawk CC (2x1 + ducts + Peak Fire + Wet Compression)	CC			607	590
Harry Allen Station					
Harry Allen 3	GT	35	84	74	72
Harry Allen 4	GT	35	84	74	72
Harry Allen 3-4 (wet compression - each)	GT	35		76	74
Harry Allen 5	GT	78	175	171	163
Harry Allen 6	GT	78	175	171	163
Harry Allen 7	ST		173	169	161
Harry Allen duct burners (total)			45	45	45
Harry Allen CC (1x1)	CC	120	250	245	233
Harry Allen CC (1x1 + ducts)	CC		273	267	256
Harry Allen CC (2x1)	CC	267	523	511	487
Harry Allen (2x1 + ducts)	CC		568	556	532
Higgins Station					
CT1	GT	75	157	152	147
CT2	GT	75	157	152	147
STG	ST		168	158	150
Higgins CC duct burners (total)			104	98	96
Higgins CC (1x1)	CC	118	245	238	231
Higgins CC (1x1 + ducts)	CC		297	287	279
Higgins CC (2x1)	CC	242	482	462	444
Higgins CC (2x1 Peak Fire)	CC		513	492	474
Higgins CC (2x1 + ducts)	CC		586	560	540
Higgins CC (2x1 + ducts + Peak Fire)	CC		617	590	570
Higgins CC (2x1 + ducts + Peak Fire + Wet Compression)	CC			620	602
Las Vegas Cogen					
GEN 1	GT	20	42	39	39
GEN 2	ST		9	9	9
LV Cogen 1 - 1x1	CC	25	51	48	48
GEN 3	GT	20	45	44	44
GEN 4	GT	20	45	44	44
GEN 7	ST		25	24	24
LV Cogen 2 - 1x1	CC	25	55	53	53
LV Cogen 2 - 2x1	CC	50	115	112	112
GEN 5	GT	20	45	44	44
GEN 6	GT	20	45	44	44
GEN 8	ST		25	24	24
LV Cogen 3 - 1x1	CC	25	55	53	53
LV Cogen 3 - 2x1	CC	50	115	112	112
SunPeak					
Sunpeak 3	GT	65	74	72	70
Sunpeak 4	GT	65	74	72	70
Sunpeak 5	GT	65	74	72	70
Sunpeak 3-5 (wet compression - each)	GT	65		79	77

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Unit	Minimum Run/Down TImes				AGC Minimum and Maximum				Ramp Rates				Avg EFOR		MVAR Capabilities		Air Permit Operational Limitations			NPC Notes:
	Minimum Run Time (minutes)	Minimum Down Time (minutes)	EIM Minimum Run Time (minutes)	EIM Minimum Down Time (minutes)	AGC Minimum (MW) @ 59°F South and 49°F North	AGC Maximum (MW) @ 59°F South and 49°F North	AGC Maximum (MW) @ 90°F South and 79°F North	AGC Maximum (MW) @ 112°F South and 102°F North	AGC Minimum Ramp Rate (MW/Min)	AGC Maximum Ramp Rate (MW/Min)	Control Operator Ramp Rate (MW/Min) Slow	Control Operator Ramp Rate (MW/Min) Fast	Average Unplanned Outage Rate, six year average (EFORd) Including OMC events	Average Unplanned Outage Rate, six year average (EFORd) excluding OMC events	Gross MVAR Capability Leading	Gross MVAR Capability Lagging	Daily Hours of Operation (hrs/day)	Annual Hours of Operation (hrs/year)	Annual Number of Startups (#/year)	
FT Churchill Complex																				
Ft. Churchill 1		60	45	60	15	113	98	98	0.01	3	3	4	7%	7%	22	60				
Ft. Churchill 2		60	45	60	15	113	98	98	0.01	3	2	3	5%	5%	22	60				
Tracy Complex																				
Tracy 3		90	45	60	28	92	92	92	0.01	3	2	3	14%	14%	35	55				
Tracy 4			-	-	38	67	66	63	-	-										
Tracy 4&5			0	30	57	89	87	83	0.01	2	3	4	6%	6%	47	69				
Tracy 4/5 duct burn			0	10	92	104	102	98	0.01	2	3	4			44	57				
Tracy 8			0	35	80	167	162	155	0.01	12			2%	2%						
Tracy 9			0	35	80	167	162	155	0.01	12			1%	1%						
Tracy CC (1X1)			0	90	120	243	228	212	0.01	12	6	18								
Tracy CC (1X1 + ducts)			0	30	263	308	296	284	0.01	1.5										
Tracy CC (2X1)			60	30	250	482	460	438	0.01	24	6	36	2%	2%	270	431				
Tracy CC (2X1 + ducts)			0	30	526	636	607	576	0.01	3										
Clark Mountain 3		30	60	60	38	72	69	65	0.01	6	3	6	14%	14%	40	55				
Clark Mountain 4		30	60	60	38	71	68	64	0.01	6	3	6	6%	6%	40	55				
Clark Mountain 3-4 (power augmentation - each)																		72		
Valmy Complex																				
Valmy 1 (full plant output)		240	-	-	NA	NA	NA	NA	NA	NA	0.5	1	2%	2%	115	140				Idaho Power ended participation of Valmy 1 on December 31, 2019
Valmy 2 (full plant output)		240	-	-	NA	NA	NA	NA	NA	NA	0.5	1	12%	9%	115	140				
Valmy 1 (SPPC portion only)		240	-	-	NA	NA	NA	NA	NA	NA	0.25	0.5								
Valmy 2 (SPPC portion only)		240	-	-	NA	NA	NA	NA	NA	NA	0.25	0.5								
Clark Complex																				
Clark 4	60	30	60	30	NA	NA	NA	NA	NA	NA		3	13%	13%	7	25				
Clark 5	60	30	0	35	50	69	68	65	0.01	3			11%	11%	9	36				
Clark 6	60	30	0	35	50	69	68	65	0.01	3			17%	17%	9	36				
Clark 10 CC - (5,6,10) 1x1		60	0	195	84	108	107	102	0.01	3										
Clark 10 CC - (5,6,10) 2x1	240	60	60	195	175	217	215	206	0.01	6	10	10	14%	14%	58	123				
Clark 7	60	30	0	35	49	66	65	62	0.01	3			11%	11%	9	36				
Clark 8	60	30	0	35	47	64	63	60	0.01	3			10%	10%	9	36				
Clark 9 CC - (7,8,9) 1x1		60	0	195	78	106	104	99	0.01	3										
Clark 9 CC - (7,8,9) 2x1	240	60	60	195	169	216	214	205	0.01	6	10	10	12%	12%	58	123				
Clark 11-22		5	30	38	NA	NA	NA	NA	NA	NA	6	13	8%	8%	25	31		3500	350	
Chuck Lenzie Complex																				
LZ 1 CT1			0	35	70	174	179	179	0.01	14			1%	1%						
LZ 1 CT2			0	35	70	177	181	181	0.01	14			1%	1%						
Lenzie CC 1 (1x1)			0	90	110	253	255	252	0.01	14										
Lenzie CC 1 (1x1 + ducts)			0	30	230	308	303	298	0.01	2.5										
Lenzie CC 1 (2x1)			60	30	235	529	528	520	0.01	28	10	10	2%	2%	220	550				
Lenzie CC 1 (2x1 + ducts)			0	30	537	627	620	618	0.01	5										
LZ 2 CT3			0	35	70	178	183	183	0.01	14			1%	1%						
LZ 2 CT4			0	35	70	178	183	183	0.01	14			1%	1%						
Lenzie CC 2 (1x1)			0	90	110	255	255	252	0.01	14										
Lenzie CC 2 (1x1 + ducts)			0	30	230	308	303	298	0.01	2.5										
Lenzie CC 2 (2x1)			60	30	235	536	528	513	0.01	28	10	10	2%	2%	220	550				
Lenzie CC 2 (2x1 + ducts)			0	30	528	634	630	625	0.01	5										
Silverhawk Station																				
Silverhawk 3	60	30	60	60	83	218	215	210	0.01	18		48	0%	0%	140	90				
Silverhawk 4	60	30	60	60	83	218	215	210	0.01	18		48	0%	0%	140	90		1339	250	
SH CTA			0	35	86	170	165	160	0.01	10			2%	1%						
SH CTB			0	35	86	165	160	155	0.01	10			2%	2%						
Silverhawk CC (1x1)			0	90	138	240	231	224	0.01	10										
Silverhawk CC (1x1 + ducts)			0	30	252	296	293	291	0.01	1.5										
Silverhawk CC (2x1)			60	30	264	486	465	451	0.01	20			2%	2%	278	392				
Silverhawk CC (2x1 Peak Fire)			0	30	294	516	495	481	0.01	20										
Silverhawk (2x1 + ducts)			0	30	515	580	561	547	0.01	3								2000		
Silverhawk CC (2x1 + ducts + Peak Fire)			0	30	545	599	579	556	0.01	3										
Silverhawk CC (2x1 + ducts + Peak Fire + Wet Compression)			15	30	555		607	590	0.01	3										
Harry Allen Station																				
Harry Allen 3	60	30	60	60	NA	NA	NA	NA	NA	NA		6	21%	21%	24	34	20	6135		
Harry Allen 4	60	30	60	60	NA	NA	NA	NA	NA	NA		6	15%	15%	24	34		3300		
Harry Allen 5			0	35	80	186	175	167	0.01	14			5%	5%						
Harry Allen 6			0	35	80	186	172	163	0.01	14			5%	5%						
Harry Allen CC (1x1)			0	90	126	269	257	237	0.01	14										
Harry Allen CC (1x1 + ducts)			0	30	290	310	277	252	0.01	1.5										
Harry Allen CC (2x1)			60	30	270	553	523	486	0.01	28			5%	5%						
Harry Allen (2x1 + ducts)			0	30	546	588	550	522	0.01	3								4000		
Higgins Station																				
CT1			0	35	70	165	160	154	0.01	12			2%	2%						
CT2			0	35	70	165	160	154	0.01	12			5%	5%						
Higgins CC (1x1)			0	90	110	232	222	215	0.01	12										
Higgins CC (1x1 + ducts)			0	30	256	291	275	264	0.01	1.5										
Higgins CC (2x1)			60	30	250	485	462	446	0.01	24			4%	4%	260	350				
Higgins CC (2x1 Peak Fire)			0	30	280	515	492	476	0.01	24										
Higgins CC (2x1 + ducts)			0	30	474	595	563	540	0.01	3								3064		
Higgins CC (2x1 + ducts + Peak Fire)			0	30	504	625	593	570	0.01	3										
Higgins CC (2x1 + ducts + Peak Fire + Wet Compression)			15	30	514		623	600	0.01	3										
Las Vegas Cogen																				
LV Cogen 1 - 1x0			-	-	20	42	39	39	-	-										
LV Cogen 1 - 1x1	20	60	60	120	25	51	48	48	0.01	2.5	2.45	2.45	6%	6%	4	24				
LV Cogen 2 - 1x0			-	-	20	45	44	44	-	-									396	
LV Cogen 2 - 1x1			120	225	25	55	53	53	0.01	2.5										
LV Cogen 2 - 2x1	120	60	120	225	50	115	112	112	0.01	5	5	10	7%	7%				30480		
LV Cogen 3 - 1x0			-	-	20	45	44	44	-	-									396	
LV Cogen 3 - 1x1			120	225	25	55	53	53	0.01	2.5										
LV Cogen 3 - 2x1	120	60	120	225	50	115	112	112	0.01	5	5	10	5%	5%						
SunPeak																				
Sunpeak 3	60	30	60	30	NA	NA	NA	NA	NA	NA		14.4	6%	5%			12			
Sunpeak 4	60	30	60	30	NA	NA	NA	NA	NA	NA		14.4	15%	14%			12	3484		
Sunpeak 5	60	30	60	30	NA	NA	NA	NA	NA	NA		14.4	21%	20%			12			

RED Indicates change from last version.

Technical Appendix GEN-1 - Gen Unit Characteristics Table - 2025 Update (02032025) - Confidential.xlsx

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Unit	Prime Mover/ Primary Fuel	Start-Up Fuel	Secondary Fuel	No-Load Heat Input (MMBTU/hr) [Heat Input Coefficent C]	Min Load Net Heat Rate (BTU/KWh)	Max Load Net Heat Rate (BTU/KWh)	Average of Min and Max Net Heat Rate (BTU/KWh)
FT Churchill Complex							
Ft. Churchill 1	STG/Gas	Gas	-	[redacted]	[redacted]	[redacted]	[redacted]
Ft. Churchill 2	STG/Gas	Gas	-				
Tracy Complex							
Tracy 3	STG/Gas	Gas	-	[redacted]	[redacted]	[redacted]	[redacted]
Tracy 4	GTG/Gas	Gas	-				
Tracy 4&5	CC/Steam - Gas	Gas	-				
Tracy 4/5 duct burn	CC/Steam - Gas	Gas	-				
Tracy 8	GTG/Gas	Gas	-				
Tracy 9	GTG/Gas	Gas	-				
Tracy CC (1X1)	CC/Steam - Gas	Gas	-				
Tracy CC (1X1 + ducts)	CC/Steam - Gas	Gas	-				
Tracy CC (2X1)	CC/Steam - Gas	Gas	-				
Tracy CC (2X1 + ducts)	CC/Steam - Gas	Gas	-				
Clark Mountain 3	GTG/Gas	Gas	Diesel #2 Oil				
Clark Mountain 4	GTG/Gas	Gas	Diesel #2 Oil				
Valmy Complex							
Valmy 1 (full plant output)	STG/Coal	Diesel #2 Oil	-	[redacted]	[redacted]	[redacted]	[redacted]
Valmy 2 (full plant output)	STG/Coal	Diesel #2 Oil	-				
Valmy 1 (SPPC portion only)	STG/Coal	Diesel #2 Oil	-				
Valmy 2 (SPPC portion only)	STG/Coal	Diesel #2 Oil	-				
Clark Complex							
Clark 4	GTG/Gas	Gas	-	[redacted]	[redacted]	[redacted]	[redacted]
Clark 5	GTG/Gas	Gas	-				
Clark 6	GTG/Gas	Gas	-				
Clark 10 CC - (5,6,10) 1x1	CC/Steam - Gas	Gas	-				
Clark 10 CC - (5,6,10) 2x1	CC/Steam - Gas	Gas	-				
Clark 7	GTG/Gas	Gas	-				
Clark 8	GTG/Gas	Gas	-				
Clark 9 CC - (7,8,9) 1x1	CC/Steam - Gas	Gas	-				
Clark 9 CC - (7,8,9) 2x1	CC/Steam - Gas	Gas	-				
Clark 11-22	GTG/Gas	Gas	-				
Chuck Lenzie Complex							
LZ 1 CT1	GTG/Gas	Gas	-	[redacted]	[redacted]	[redacted]	[redacted]
LZ 1 CT2	GTG/Gas	Gas	-				
Lenzie CC 1 (1x1)	CC/Steam - Gas	Gas	-				
Lenzie CC 1 (1x1 + ducts)	CC/Steam - Gas	Gas	-				
Lenzie CC 1 (2x1)	CC/Steam - Gas	Gas	-				
Lenzie CC 1 (2x1 + ducts)	CC/Steam - Gas	Gas	-				
LZ 2 CT3	GTG/Gas	Gas	-				
LZ 2 CT4	GTG/Gas	Gas	-				
Lenzie CC 2 (1x1)	CC/Steam - Gas	Gas	-				
Lenzie CC 2 (1x1 + ducts)	CC/Steam - Gas	Gas	-				
Lenzie CC 2 (2x1)	CC/Steam - Gas	Gas	-				
Lenzie CC 2 (2x1 + ducts)	CC/Steam - Gas	Gas	-				
Silverhawk Station							
Silverhawk 3	GTG/Gas	Gas	-	[redacted]	[redacted]	[redacted]	[redacted]
Silverhawk 4	GTG/Gas	Gas	-				
SH CTA	GTG/Gas	Gas	-				
SH CTB	GTG/Gas	Gas	-				
Silverhawk CC (1x1)	CC/Steam - Gas	Gas	-				
Silverhawk CC (1x1 + ducts)	CC/Steam - Gas	Gas	-				
Silverhawk CC (2x1)	CC/Steam - Gas	Gas	-				
Silverhawk CC (2x1 Peak Fire)	CC/Steam - Gas	Gas	-				
Silverhawk (2x1 + ducts)	CC/Steam - Gas	Gas	-				
Silverhawk CC (2x1 + ducts + Peak Fire)	CC/Steam - Gas	Gas	-				
Silverhawk CC (2x1 + ducts + Peak Fire + Wet Compression)	CC/Steam - Gas	Gas	-				

Technical Appendix GEN-1 - Gen Unit Characteristics Table - 2025 Update (02032025) - Confidential.xlsx

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Unit	Prime Mover/ Primary Fuel	Start-Up Fuel	Secondary Fuel	No-Load Heat Input (MMBTU/hr) [Heat Input Coefficent C]	Min Load Net Heat Rate (BTU/KWh)	Max Load Net Heat Rate (BTU/KWh)	Average of Min and Max Net Heat Rate (BTU/KWh)
Harry Allen Station							
Harry Allen 3	GTG/Gas	Gas	-	[redacted]	[redacted]	[redacted]	[redacted]
Harry Allen 4	GTG/Gas	Gas	-	[redacted]	[redacted]	[redacted]	[redacted]
Harry Allen 5	GTG/Gas	Gas	-	[redacted]	[redacted]	[redacted]	[redacted]
Harry Allen 6	GTG/Gas	Gas	-	[redacted]	[redacted]	[redacted]	[redacted]
Harry Allen CC (1x1)	CC/Steam - Gas	Gas	-	[redacted]	[redacted]	[redacted]	[redacted]
Harry Allen CC (1x1 + ducts)	CC/Steam - Gas	Gas	-		[redacted]	[redacted]	[redacted]
Harry Allen CC (2x1)	CC/Steam - Gas	Gas	-	[redacted]	[redacted]	[redacted]	[redacted]
Harry Allen (2x1 + ducts)	CC/Steam - Gas	Gas	-		[redacted]	[redacted]	[redacted]
Higgins Station							
CT1	GTG/Gas	Gas	-	[redacted]	[redacted]	[redacted]	[redacted]
CT2	GTG/Gas	Gas	-	[redacted]	[redacted]	[redacted]	[redacted]
Higgins CC (1x1)	CC/Steam - Gas	Gas	-	[redacted]	[redacted]	[redacted]	[redacted]
Higgins CC (1x1 + ducts)	CC/Steam - Gas	Gas	-		[redacted]	[redacted]	[redacted]
Higgins CC (2x1)	CC/Steam - Gas	Gas	-	[redacted]	[redacted]	[redacted]	[redacted]
Higgins CC (2x1 Peak Fire)	CC/Steam - Gas	Gas	-	[redacted]	[redacted]	[redacted]	[redacted]
Higgins CC (2x1 + ducts)	CC/Steam - Gas	Gas	-		[redacted]	[redacted]	[redacted]
Higgins CC (2x1 + ducts + Peak Fire)	CC/Steam - Gas	Gas	-		[redacted]	[redacted]	[redacted]
Higgins CC (2x1 + ducts + Peak Fire + Wet Compression)	CC/Steam - Gas	Gas	-			[redacted]	[redacted]
Las Vegas Cogen							
LV Cogen 1 - 1x0	GTG/Gas	Gas	-	[redacted]	[redacted]	[redacted]	[redacted]
LV Cogen 1 - 1x1	CC/Steam - Gas	Gas	-		[redacted]	[redacted]	[redacted]
LV Cogen 2 - 1x0	GTG/Gas	Gas	-	[redacted]	[redacted]	[redacted]	[redacted]
LV Cogen 2 - 1x1	CC/Steam - Gas	Gas	-		[redacted]	[redacted]	[redacted]
LV Cogen 2 - 2x1	CC/Steam - Gas	Gas	-		[redacted]	[redacted]	[redacted]
LV Cogen 3 - 1x0	GTG/Gas	Gas	-	[redacted]	[redacted]	[redacted]	[redacted]
LV Cogen 3 - 1x1	CC/Steam - Gas	Gas	-		[redacted]	[redacted]	[redacted]
LV Cogen 3 - 2x1	CC/Steam - Gas	Gas	-		[redacted]	[redacted]	[redacted]
SunPeak							
Sunpeak 3	GTG/Gas	Gas	-	[redacted]	[redacted]	[redacted]	[redacted]
Sunpeak 4	GTG/Gas	Gas	-	[redacted]	[redacted]	[redacted]	[redacted]
Sunpeak 5	GTG/Gas	Gas	-	[redacted]	[redacted]	[redacted]	[redacted]

RED indicates change from last version.

Technical Appendix GEN-1 - Gen Unit Characteristics Table - 2025 Update (02032025) - Confidential.xlsx

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Unit	HEAT INPUT = A(MW^2)+B(MW)+C A	B	C	Incremental for Duct burners
Ft Churchill Complex				
Ft. Churchill 1				
Ft. Churchill 2				
Tracy Complex				
Tracy 3				
Tracy 4				
Tracy 4&5				
Tracy 4/5 duct burn				
Tracy 8				
Tracy 9				
Tracy CC (1X1)				
Tracy CC (1X1 + ducts)				
Tracy CC (2X1)				
Tracy CC (2X1 + ducts)				
Clark Mountain 3				
Clark Mountain 4				
Valmy Complex				
Valmy 1 (full plant output)				
Valmy 2 (full plant output)				
Valmy 2 (SPPC portion only)				
Clark Complex				
Clark 4				
Clark 5				
Clark 6				
Clark 10 CC - (5,6,10) 1x1				
Clark 10 CC - (5,6,10) 2x1				
Clark 7				
Clark 8				
Clark 9 CC - (7,8,9) 1x1				
Clark 9 CC - (7,8,9) 2x1				
Clark 11-22				
Chuck Lenzie Complex				
LZ 1 CT1				
LZ 1 CT2				
Lenzie CC 1 (1x1)				
Lenzie CC 1 (1x1 + ducts)				
Lenzie CC 1 (2x1)				
Lenzie CC 1 (2x1 + ducts)				
LZ 2 CT3				
LZ 2 CT4				
Lenzie CC 2 (1x1)				
Lenzie CC 2 (1x1 + ducts)				
Lenzie CC 2 (2x1)				
Lenzie CC 2 (2x1 + ducts)				
Silverhawk Station				
Silverhawk 3				
Silverhawk 4				
SH CTA				
SH CTB				
Silverhawk CC (1x1)				
Silverhawk CC (1x1 + ducts)				
Silverhawk CC (2x1)				
Silverhawk CC (2x1 Peak Fire)				
Silverhawk (2x1 + ducts)				
Silverhawk CC (2x1 + ducts + Peak Fire)				
Silverhawk CC (2x1 + ducts + Peak Fire + Wet Compression)				
Harry Allen Station				
Harry Allen 3				
Harry Allen 4				
Harry Allen 5				
Harry Allen 6				
Harry Allen CC (1x1)				
Harry Allen CC (1x1 + ducts)				
Harry Allen CC (2x1)				
Harry Allen (2x1 + ducts)				
Higgins Station				
CT1				
CT2				
Higgins CC (1x1)				
Higgins CC (1x1 + ducts)				
Higgins CC (2x1)				
Higgins CC (2x1 Peak Fire)				
Higgins CC (2x1 + ducts)				
Higgins CC (2x1 + ducts + Peak Fire)				
Higgins CC (2x1 + ducts + Peak Fire + Wet Compression)				
Las Vegas Cogen				
LV Cogen 1 - 1x0				
LV Cogen 1 - 1x1				
LV Cogen 2 - 1x0				
LV Cogen 2 - 1x1				
LV Cogen 2 - 2x1				
LV Cogen 3 - 1x0				
LV Cogen 3 - 1x1				
LV Cogen 3 - 2x1				
SunPeak				
Sunpeak 3				
Sunpeak 4				
Sunpeak 5				

RED indicates change from last version.

Technical Appendix GEN-1 - Gen Unit Characteristics Table - 2025 Update (02032025) - Confidential.xlsx

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	Dates		Capacity		Ramp Rates	Battery Design						
Unit	In Service	Retirement	Max Capacity (MW)	Min Capacity (MW)	AGC Maximum Ramp Rate (MW/Min)	Max Charge (MWh)	Max Discharge (MWh)	Charging / Discharging Limit (MW)	Battery Duration (Hours)	Battery Maximum Equivalent Annual Cycles	Battery Maximum Equivalent Cycles per Day	Design Roundtrip Efficiency
Solar												
Ft. Churchill PV	2015	2040	19.5	0	15							
Nellis Solar	2015	2045	15	0	15							
Nevada Dry Lake Solar (NDL)	2024	2049	150	0	15							
Batteries												
Chukar	2021	2041	10	-10	10	46	40	10	4	365	1	0.87
Reid Gardner	2023	2043	220	-220	44	506	440	220	2	365	2	0.87
Nevada Dry Lake Battery	2024	2049	100	-100	100	462	400	100	4	365	1	0.87

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		Cold Start				Warm Start				Hot Start				Transition			Peakers			
Unit	Type	Consumable Cost (2025 $)	Fuel (MMBtu)	Offline Time (minutes)	Start Time (minutes)	Consumable Cost (2025 $)	Fuel (MMBtu)	Offline Time (minutes)	Start Time (minutes)	Consumable Cost (2025 $)	Fuel (MMBtu)	Offline Time (minutes)	Start Time (minutes)	Cost (2025 $)	Fuel (MMBtu)	Time (minutes)	Normal Start (minutes)	Fast Start (minutes)	Start Fuel (MMBtu)	NPC Notes:
Ft Churchill																				
Ft. Churchill 1	NG Boiler																			
Ft. Churchill 2	NG Boiler																			
Tracy																				
Tracy 3	NG Boiler																			
Tracy 4-5 1x1	Small CC																			
Tracy Combined Cycle 2x1	Large CC																			
Tracy Combined Cycle 1x1	Large CC																			
Tracy Combined Cycle 1x0	Large CC																			
Clark Mountain 3	Peaker																			
Clark Mountain 4	Peaker																			
Valmy																				
Valmy 1	Coal Boiler																			
Valmy 2	Coal Boiler																			
Clark																				
Clark789 2x1	Small CC																			
Clark789 1x1	Small CC																			
Clark789 1x0	Small CC																			
Clark5610 2x1	Small CC																			
Clark5610 1x1	Small CC																			
Clark5610 1x0	Small CC																			
Clark 4	Peaker																			
Clark Peakers 11-22	Peaker																			
Lenzie																				
Lenzie Combined Cycle 2x1	Large CC																			
Lenzie Combined Cycle 1x1	Large CC																			
Lenzie Combined Cycle 1x0	Large CC																			
Lenzie Combined Cycle 2x1	Large CC																			
Lenzie Combined Cycle 1x1	Large CC																			
Lenzie Combined Cycle 1x0	Large CC																			
Silverhawk																				
Silverhawk Combined Cycle 2x1	Large CC																			
Silverhawk Combined Cycle 1x1	Large CC																			
Silverhawk Combined Cycle 1x0	Large CC																			
Silverhawk 3	Peaker																			
Silverhawk 4	Peaker																			
Harry Allen																				
Harry Allen Combined Cycle 2x1	Large CC																			
Harry Allen Combined Cycle 1x1	Large CC																			
Harry Allen Combined Cycle 1x0	Large CC																			
Harry Allen 3	Peaker																			
Harry Allen 4	Peaker																			
Higgins																				
Higgins Combined Cycle 2x1	Large CC																			
Higgins Combined Cycle 1x1	Large CC																			
Higgins Combined Cycle 1x0	Large CC																			
LV Gen																				
Las Vegas Block 1	Small CC																			
Las Vegas Block 2 2x1	Small CC																			
Las Vegas Block 2 1x1	Small CC																			
Las Vegas Block 2 1x0	Small CC																			
Las Vegas Block 3 2x1	Small CC																			
Las Vegas Block 3 1x1	Small CC																			
Las Vegas Block 3 1x0	Small CC																			
Sunpeak																				
Sunpeak 3	Peaker																			
Sunpeak 4	Peaker																			
Sunpeak 5	Peaker																			

Technical Appendix GEN-1 - Gen Unit Characteristics Table - 2026 Update (02032026) - Confidential.xlsx

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		Variable O&M (Consumables) per MWh Non-Fuel O&M	Variable O&M (Consumables) per MWh Coal Handling	Maint $ / MWH Non-Fuel O&M	Maint $ / MWH Coal Handling	Maint $ / operating hr Non-Fuel O&M	Maint $ / operating hr Coal Handling	Maint$ / Start$ (Normal Start)	Maint$ / Start$ (Fast Start)	Change Comments
		Variable O&M - Costs associated with Dispach of the units	These costs are included in column D	Variable O&M - Costs associated with Dispach of the units	These costs are included in column F	Variable O&M - Costs associated with Dispach of the units	These costs are included in column H	Variable O&M - Costs associated with Dispach of the units	Variable O&M - Costs associated with Dispach of the units	
		Current	Current	Current	Current	Current	Current	Current	Current	
Unit	Type	2025 $	2025 $	2025 $	2025 $	2025 $	2025 $	2025 $	2025 $	
Ft Churchill										
Ft. Churchill 1	NG Boiler									
Ft. Churchill 2	NG Boiler									
Tracy Complex										
Tracy 3	NG Boiler									
Tracy 4-5 1x1	Small CC									
Tracy Combined Cycle 2x1	**Large CC**									
Tracy Combined Cycle 2x1 (Peak Fire)	Large CC									
Tracy Combined Cycle 2x1 (with Duct Burners)	Large CC									
Tracy Combined Cycle 2x1 (Peak Fire with Duct Burners)	Large CC									
Tracy Combined Cycle 1x1	Large CC									
Tracy Combined Cycle 1x1 (with Duct Burners)	Large CC									
Tracy Combined Cycle 1x0	Large CC									
Clark Mountain 3	Peaker									
Clark Mountain 4	Peaker									
Clark Mountain 3-4 (Power Augmentation)	Peaker									
Valmy Complex										
Valmy 1	Coal Boiler									
Valmy 2	Coal Boiler									
Clark Complex										
Clark789 1x0	Small CC									
Clark789 1x1	Small CC									
Clark789 2x1	Small CC									
Clark5810 1x0	Small CC									
Clark5810 1x1	Small CC									
Clark5810 2x1	Small CC									
Clark 4	Peaker									
Clark Peakers 11-22	Peaker									
Clark Peakers 11-22 (Peak)	Peaker									
Clark Peakers 11-22 (Peak + Wet Compression)	Peaker									
Arrow Canyon Complex										
Lenzie Combined Cycle 2x1	**Large CC**									
Lenzie Combined Cycle 2x1 (with Duct Burners)	Large CC									
Lenzie Combined Cycle 1x1	Large CC									
Lenzie Combined Cycle 1x1 (with Duct Burners)	Large CC									
Lenzie Combined Cycle 1x0	Large CC									
Silverhawk Combined Cycle 2x1	**Large CC**									
Silverhawk Combined Cycle 2x1 (Peak Fire)	Large CC									
Silverhawk Combined Cycle 2x1 (with Duct Burners)	Large CC									
Silverhawk Combined Cycle 2x1 (Peak Fire with Duct Burners)	Large CC									
Silverhawk Combined Cycle 2x1 (Peak Fire + Wet Compression with Duct Burners)	Large CC									
Silverhawk Combined Cycle 1x1	Large CC									
Silverhawk Combined Cycle 1x1 (with Duct Burners)	Large CC									
Silverhawk Combined Cycle 1x0	Large CC									
Silverhawk 3	Peaker									
Silverhawk 4	Peaker									
Silverhawk 3-4 (Wet Compression)	Peaker									
Harry Allen Combined Cycle 2x1	**Large CC**									
Harry Allen Combined Cycle 2x1 (with Duct Burners)	Large CC									
Harry Allen Combined Cycle 1x1	Large CC									
Harry Allen Combined Cycle 1x1 (with Duct Burners)	Large CC									
Harry Allen Combined Cycle 1x0	Large CC									
Harry Allen 3	Peaker									
Harry Allen 4	Peaker									
Harry Allen 3-4 (Wet Compression)	Peaker									
Higgins Station										
Higgins Combined Cycle 2x1	**Large CC**									
Higgins Combined Cycle 2x1 (Peak Fire)	Large CC									
Higgins Combined Cycle 2x1 (with Duct Burners)	Large CC									
Higgins Combined Cycle 2x1 (Peak Fire with Duct Burners)	Large CC									
Higgins Combined Cycle 2x1 (Peak Fire + Wet Compression with Duct Burners)	Large CC									
Higgins Combined Cycle 1x1	Large CC									
Higgins Combined Cycle 1x1 (with Duct Burners)	Large CC									
Higgins Combined Cycle 1x0	Large CC									
Goodsprings										
Goodsprings	Renewable									
Las Vegas Station										
Las Vegas Block 1	Small CC									
Las Vegas Block 2 1x0										
Las Vegas Block 2 1x1	Small CC									
Las Vegas Block 2 2x1	Small CC									
Las Vegas Block 3 1x0										
Las Vegas Block 3 1x1	Small CC									
Las Vegas Block 3 2x1	Small CC									
Sunpeak Station										
Sunpeak 3	Peaker									
Sunpeak 4	Peaker									
Sunpeak 5	Peaker									
Sunpeak 3-5 (Wet Compression)	Peaker									

Technical Appendix GEN-1 - Gen Unit Characteristics Table - 2025 Update (02032025) - Confidential.xlsx

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Unit	Unit	Type	Summer KW Capacity	Fixed O&M per KW-Yr Includes Coal Yard DEAA	Fixed O&M Total (Including Coal Yard DEAA)	Fixed O&M Coal Yard (DEA $ - These $ included in Fixed O&M Total column)	Change Comments
				FIXED O&M - 24 hr reserve status 24x7x365 (Based on Summer KW Capacity)	FIXED O&M - 24 hr reserve status 24x7x365	FIXED O&M - 24 hr reserve status 24x7x366	
				Current	Current	Current	
				2025 $	2025 $	2025 $	
Ft Churchill							
Ft. Churchill 1	Ft. Churchill 1	NG Boiler	98,000				
Ft. Churchill 2	Ft. Churchill 2	NG Boiler	98,000				
Tracy Complex							
Tracy 3	Tracy 3	NG Boiler	92,000				
Tracy 4&5	Tracy 4&5	Small CC	104,000				
Tracy Combined Cycle 2x1	Tracy Combined Cycle 2x1	Large CC	622,000				
Clark Mountain 3	Clark Mountain 3	Peaker	66,000				
Clark Mountain 4	Clark Mountain 4	Peaker	66,000				
Clark Mountain 4 (Fast Start)	Clark Mountain 4 (Fast Start)	Peaker					
Valmy Complex							
Valmy 1	Valmy 1	Coal Boiler	254,000				
Valmy 2	Valmy 2	Coal Boiler	268,000				
Clark Complex							
Clark789 2x1	Clark789 2x1	Small CC	230,000				
Clark5610 2x1	Clark5610 2x1	Small CC	230,000				
Clark 4	Clark 4	Peaker	55,000				
Clark Peakers 11-22	Clark Peakers 11-22	Peaker	624,000				
Arrow Canyon Complex							
Lenzie Combined Cycle 2x1	Lenzie Combined Cycle PB1 2x1	Large CC	621,000				
Lenzie Combined Cycle 2x1	Lenzie Combined Cycle PB2 2x1	Large CC	621,000				
Silverhawk Combined Cycle 2x1	Silverhawk Combined Cycle 2x1	Large CC	607,000				
Silverhawk 3	Silverhawk 3	Peaker	224,000				
Silverhawk 4	Silverhawk 4	Peaker	224,000				
Harry Allen Combined Cycle 2x1	Harry Allen Combined Cycle 2x1	Large CC	556,000				
Harry Allen 3	Harry Allen 3	Peaker	76,000				
Harry Allen 4	Harry Allen 4	Peaker	76,000				
Higgins Station							
Higgins Combined Cycle 2x1	Higgins Combined Cycle 2x1	Large CC	620,000				
Goodsprings							
Goodsprings	Goodsprings	Renewable	5,000				
Las Vegas Station							
Las Vegas Block 1	Las Vegas Block 1	Small CC	48,000				
Las Vegas Block 2 2x1	Las Vegas Block 2 2x1	Small CC	112,000				
Las Vegas Block 3 2x1	Las Vegas Block 3 2x1	Small CC	112,000				
Sunpeak Station							
Sunpeak 3	Sunpeak 3	Peaker	79,000				
Sunpeak 4	Sunpeak 4	Peaker	79,000				
Sunpeak 5	Sunpeak 5	Peaker	79,000				

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Unit	Type	Variable Maintenance $ per MWh (Includes Variable Coal Yard Maintenace)	Variable Maintenance $ per Operating Hour (Includes Variable Coal Yard Maintenace)	Variable Maintenance $ per Start (Normal Start)	Variable Maintenance $ per Start (Fast Start)	Change Comments
		Capital- Costs associated with Dispach of the units	Capital- Costs associated with Dispach of the units	Capital- Costs associated with Dispach of the units	Capital- Costs associated with Dispach of the units	
		Current	Current	Current	Current	
		2025 $	2025 $	2025 $	2025 $	
Ft Churchill						
Ft. Churchill 1	NG Boiler					
Ft. Churchill 2	NG Boiler					
Tracy Complex						
Tracy 3	NG Boiler					
Tracy 4-5 1x1	Small CC					
Tracy Combined Cycle 2x1	Large CC					
Tracy Combined Cycle 2x1 (Peak Fire)	Large CC					
Tracy Combined Cycle 2x1 (with Duct Burners)	Large CC					
Tracy Combined Cycle 2x1 (Peak Fire with Duct Burners)	Large CC					
Tracy Combined Cycle 1x1	Large CC					
Tracy Combined Cycle 1x1 (with Duct Burners)	Large CC					
Tracy Combined Cycle 1x0	Large CC					
Clark Mountain 3	Peaker					
Clark Mountain 4	Peaker					
Clark Mountain 3-4 (Power Augmentation)	Peaker					
Valmy Complex						
Valmy 1	Coal Boiler					
Valmy 2	Coal Boiler					
Clark Complex						
Clark789 1x0	Small CC					
Clark789 1x1	Small CC					
Clark789 2x1	Small CC					
Clark5610 1x0	Small CC					
Clark5610 1x1	Small CC					
Clark5610 2x1	Small CC					
Clark 4	Peaker					
Clark Peakers 11-22	Peaker					
Clark Peakers 11-22 (Peak)	Peaker					
Clark Peakers 11-22 (Peak + Wet Compression)	Peaker					
Arrow Canyon Complex						
Lenzie Combined Cycle 2x1	Large CC					
Lenzie Combined Cycle 2x1 (with Duct Burners)	Large CC					
Lenzie Combined Cycle 1x1	Large CC					
Lenzie Combined Cycle 1x1 (with Duct Burners)	Large CC					
Lenzie Combined Cycle 1x0	Large CC					
Silverhawk Combined Cycle 2x1	Large CC					
Silverhawk Combined Cycle 2x1 (Peak Fire)	Large CC					
Silverhawk Combined Cycle 2x1 (with Duct Burners)	Large CC					
Silverhawk Combined Cycle 2x1 (Peak Fire with Duct Burners)	Large CC					
Silverhawk Combined Cycle 2x1 (Peak Fire + Wet Compression with Duct Burners)	Large CC					
Silverhawk Combined Cycle 1x1	Large CC					
Silverhawk Combined Cycle 1x1 (with Duct Burners)	Large CC					
Silverhawk Combined Cycle 1x0	Large CC					
Silverhawk 3	Peaker					
Silverhawk 4	Peaker					
Silverhawk 3-4 (Wet Compression)	Peaker					
Harry Allen Combined Cycle 2x1	Large CC					
Harry Allen Combined Cycle 2x1 (with Duct Burners)	Large CC					
Harry Allen Combined Cycle 1x1	Large CC					
Harry Allen Combined Cycle 1x1 (with Duct Burners)	Large CC					
Harry Allen Combined Cycle 1x0	Large CC					
Harry Allen 3	Peaker					
Harry Allen 4	Peaker					
Harry Allen 3-4 (Wet Compression)	Peaker					
Higgins Station						
Higgins Combined Cycle 2x1	Large CC					
Higgins Combined Cycle 2x1 (Peak Fire)	Large CC					
Higgins Combined Cycle 2x1 (with Duct Burners)	Large CC					
Higgins Combined Cycle 2x1 (Peak Fire with Duct Burners)	Large CC					
Higgins Combined Cycle 2x1 (Peak Fire + Wet Compression with Duct Burners)	Large CC					
Higgins Combined Cycle 1x1	Large CC					
Higgins Combined Cycle 1x1 (with Duct Burners)	Large CC					
Higgins Combined Cycle 1x0	Large CC					
Goodsprings						
Goodsprings	Renewable					
Las Vegas Station						
Las Vegas Block 1	Small CC					
Las Vegas Block 2 1x0						
Las Vegas Block 2 1x1	Small CC					
Las Vegas Block 2 2x1	Small CC					
Las Vegas Block 3 1x0						
Las Vegas Block 3 1x1	Small CC					
Las Vegas Block 3 2x1	Small CC					
Sunpeak Station						
Sunpeak 3	Peaker					
Sunpeak 4	Peaker					
Sunpeak 5	Peaker					
Sunpeak 3-5 (Wet Compression)	Peaker					

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Units	EIM Configuration	Consumables ($/MWh)	2025 Maint $ / Operating Hour (2025$)			2025 Maint$ / Start (2025$)			2025 Consumable$ / Start (2025$)		
		O&M	O&M	Capital	Total (O&M and Capital)	O&M	Capital	Total (O&M and Capital)	Hot	Warm	Cold
Ft Churchill											
Ft. Churchill 1	FT CHUR_7_UNIT 1										
Ft. Churchill 2	FT CHUR_7_UNIT 2										
Tracy Complex											
Tracy 3	TRACY_7_UNIT 3										
Tracy 4-5 1x1	TRACY_7_UNITS 4-5_1X1										
Tracy 4-5 1x1 (with Duct Burners)	TRACY_7_UNITS 4-5_1X1_DB										
Tracy Combined Cycle 2x1	W TRACY_7_UNITS 8-10_2x1										
Tracy Combined Cycle 2x1 (Peak Fire)	W TRACY_7_UNITS 8-10_2x1_PEAK										
Tracy Combined Cycle 2x1 (with Duct Burners)	W TRACY_7_UNITS 8-10_2x1_DB										
Tracy Combined Cycle 2x1 (Peak Fire with Duct Burners)	W TRACY_7_UNITS 8-10_2x1_DB_PEAK										
Tracy Combined Cycle 1x1	W TRACY_7_UNITS 8-10_1x1										
Tracy Combined Cycle 1x1 (with Duct Burners)	W TRACY_7_UNITS 8-10_1x1_DB										
Tracy Combined Cycle 1x0	W TRACY_7_UNITS 8-10_1x0										
Clark Mountain 3	E TRACY_7_UNIT CT3										
Clark Mountain 3 (Fast Start)	Clark Mountain 3 - Fast Start										
Clark Mountain 4	E TRACY_7_UNIT CT4										
Clark Mountain 4 (Fast Start)	Clark Mountain 4 - Fast Start										
Clark Mountain 3-4 (Power Augmentation)	Clark Mountain 3-4 - Power Augmentation										
Valmy Complex											
Valmy 1	Valmy 1										
Valmy 2	Valmy 2										
Clark Complex											
Clark 4	CLARK_7_UNIT 4										
Clark789 1x0	CLARK_7_UNITS 7-9_1X0										
Clark789 1x1	CLARK_7_UNITS 7-9_1X1										
Clark789 2x1	CLARK_7_UNITS 7-9_2X1										
Clark5610 1x0	CLARK_7_UNITS 5-6 10_1X0										
Clark5610 1x1	CLARK_7_UNITS 5-6 10_1X1										
Clark5610 2x1	CLARK_7_UNITS 5-6 10_2X1										
Clark Peakers 11-22	CLARK_7_UNITS 11-14_1 PKR- DASH 1										
Clark Peakers 11-22 (Peak)	CLARK_7_UNITS 11-14_1 PKR - DASH 3										
Clark Peakers 11-22 (Peak)	CLARK_7_UNITS 11-14_2 PKR - DASH 3										
Clark Peakers 11-22 (Peak)	CLARK_7_UNITS 11-14_3 PKR - DASH 3										
Clark Peakers 11-22 (Peak)	CLARK_7_UNITS 11-14_4 PKR - DASH 3										
Clark Peakers 11-22 (Peak + Wet Compression)	CLARK_7_UNITS 11-14_4 PKR_WC										
Arrow Canyon Complex											
Lenzie Combined Cycle 2x1	LENZ E_7_UNITS PB1_2x1										
Lenzie Combined Cycle 2x1 (with Duct Burners)	LENZ E_7_UNITS PB1_2x1_DB										
Lenzie Combined Cycle 1x1	LENZ E_7_UNITS PB1_1x1										
Lenzie Combined Cycle 1x1 (with Duct Burners)	LENZ E_7_UNITS PB1_1x1_DB										
Lenzie Combined Cycle 1x0	LENZ E_7_UNITS PB1_1x0										
Lenzie Combined Cycle 2x1	LENZ E_7_UNITS PB2_2x1										
Lenzie Combined Cycle 2x1 (with Duct Burners)	LENZ E_7_UNITS PB2_2x1_DB										
Lenzie Combined Cycle 1x1	LENZ E_7_UNITS PB2_1x1										
Lenzie Combined Cycle 1x1 (with Duct Burners)	LENZ E_7_UNITS PB2_1x1_DB										
Lenzie Combined Cycle 1x0	LENZ E_7_UNITS PB2_1x0										
Silverhawk Combined Cycle 2x1	SLVRHWK_7_UNITS_2x1										
Silverhawk Combined Cycle 2x1 (Peak Fire)	SLVRHWK_7_UNITS_2x1_PEAK										
Silverhawk Combined Cycle 2x1 (with Duct Burners)	SLVRHWK_7_UNITS_2X1_DB										
Silverhawk Combined Cycle 2x1 (Peak Fire with Duct Burners)	SLVRHWK_7_UNITS_2x1_DB_PEAK										
Silverhawk Combined Cycle 2x1 (Peak Fire + Wet Compression	SLVRHWK_7_UNITS_2x1_DB_PEAK_WC										
Silverhawk Combined Cycle 1x1	SLVRHWK_7_UNITS_1x1										
Silverhawk Combined Cycle 1x1 (with Duct Burners)	SLVRHWK_7_UNITS_1x1_DB										
Silverhawk Combined Cycle 1x0	SLVRHWK_7_UNITS_1x0										
Silverhawk 3	SLVRHWK_7_UNIT 3_PKR										
Silverhawk 4	SLVRHWK_7_UNIT 4_PKR										
Silverhawk 3-4 (Fast Start)	Silverhawk 3 - Fast Start										
Silverhawk 3-4 (Wet Compression)	SLVRHWK_7_UNIT 3_PKR_WC										
Harry Allen Combined Cycle 2x1	HACC_7_UNITS 5-7_2x1										
Harry Allen Combined Cycle 2x1 (with Duct Burners)	HACC_7_UNITS 5-7_2x1_DB										
Harry Allen Combined Cycle 1x1	HACC_7_UNITS 5-7_1x1										
Harry Allen Combined Cycle 1x1 (with Duct Burners)	HACC_7_UNITS 5-7_1x1_DB										
Harry Allen Combined Cycle 1x0	HACC_7_UNITS 5-7_1x0										
Harry Allen 3	H ALLEN_7_UNIT 3-4_1PKR										
Harry Allen 3 (Fast Start)	Harry Allen 3/4 - 1 Peaker - Fast Start										
Harry Allen 3-4 (Wet Compression)	H ALLEN_7_UNIT 3-4_1PKR_WC										
Harry Allen 3 and 4	H ALLEN_7_UNIT 3-4_2PKR										
Harry Allen 3 and 4 (Fast Start)	Harry Allen 3/4 - 2 peakers - Fast Start										
Harry Allen 3 and 4 (Wet Compression)	H ALLEN_7_UNIT 3-4_2PKR_WC										
Higgins Station											
Higgins Combined Cycle 2x1	HIGG NS_7_UNITS_2x1										
Higgins Combined Cycle 2x1 (Peak Fire)	HIGG NS_7_UNITS_2x1_PEAK										
Higgins Combined Cycle 2x1 (with Duct Burners)	HIGG NS_7_UNITS_2x1_DB										
Higgins Combined Cycle 2x1 (Peak Fire with Duct Burners)	HIGG NS_7_UNITS_2x1_DB_PEAK										
Higgins Combined Cycle 2x1 (Peak Fire + Wet Compression wit	HIGG NS_7_UNITS_2x1_DB_PEAK_WC										
Higgins Combined Cycle 1x1	HIGG NS_7_UNITS_1X1										
Higgins Combined Cycle 1x1 (with Duct Burners)	HIGG NS_7_UNITS_1x1_DB										
Higgins Combined Cycle 1x0	HIGG NS_7_UNITS_1X0										
Las Vegas Station											
Las Vegas Block 1	LVCOGEN_7_UNITS 1										
Las Vegas Block 2 1x1	LVCOGEN_1_UNITS PB2-3_1 BLK 1x1										
Las Vegas Block 2 2x1	LVCOGEN_1_UNITS PB2-3_1 BLK 2x1										
Las Vegas Block 3 2x1	LVCOGEN_1_UNITS PB2-3_2 BLK 2x1										
Sunpeak Station											
Sunpeak 3	SUNPEAK_7_UNIT 3										
Sunpeak 4	SUNPEAK_7_UNIT 4										
Sunpeak 5	SUNPEAK_7_UNIT 5										
Sunpeak 3-5 (Wet Compression)	SUNPEAK_7_UNIT 3_WC										

RESOURCE Tab

		Existing Costs (Current RDT Received from RO)			UCT Costs 01012025					
Resource ID	Resource Name	Energy O&M Adder	Minimum Load O&M Adder	Start Up O&M Adder	Energy O&M Adder	Minimum Load O&M Adder	Start Up O&M Adder	Inc/Dec	Inc/Dec	Inc/Dec
RES_ID	RES_NAME	ENERGY_OM_ADDER	ML_ADDER	SU_ADDER	ENERGY_OM_ADDER	ML_ADDER	SU_ADDER	ENERGY_OM_ADDER	ML_ADDER	SU_ADDER
CLARK_7_UNIT 4	CLARK 4									
CLARK_7_UNITS 11-14	CLARK PEAKERS1									
CLARK_7_UNITS 15-18	CLARK PEAKERS2									
CLARK_7_UNITS 19-22	CLARK PEAKERS3									
CLARK_7_UNITS 5-6 10	CLARK CC10									
CLARK_7_UNITS 7-9	CLARK CC9									
E TRACY_7_UNIT CT3	Tracy Peaker 3									
E TRACY_7_UNIT CT4	Tracy Peaker 4									
FT CHUR_7_UNIT 1	Fort Churchill 1									
FT CHUR_7_UNIT 2	Fort Churchill 2									
H ALLEN_7_UNIT 3-4	Harry Allen 3 and 4									
HACC_7_UNITS 5-7	Harry Allen CC									
HIGGINS_7_UNITS	Walter Higgins CC									
LENZIE_7_UNITS PB1	Chuck Lenzie Power Block 1									
LENZIE_7_UNITS PB2	Chuck Lenzie Power Block 2									
LVCOGEN_1_UNITS PB2-3	LV GEN UNITS 2-3									
LVCOGEN_7_UNITS 1	LV GEN UNIT 1									
SLVRHWK_7_UNIT 3_PKR	Silverhawk 3									
SLVRHWK_7_UNIT 4_PKR	Silverhawk 4									
SLVRHWK_7_UNITS	SILVERHAWK CC									
SUNPEAK_7_UNIT 3	Sunpeak 3									
SUNPEAK_7_UNIT 4	Sunpeak 4									
SUNPEAK_7_UNIT 5	Sunpeak 5									
TRACY_7_UNIT 3	Tracy Unit 3									
TRACY_7_UNITS 4-5	Tracy Unit 4/5									
W TRACY_7_UNITS 8-10	Tracy 8/9/10									

MSG_CONFIG Tab

Resource ID	Configuration	Configuration Name	Existing Costs (Current RDT Received from RO)			UCT Costs 01012025			Inc/Dec	Inc/Dec	Inc/Dec
RES_ID	CONFIG_ID	CONFIG_NAME	Energy O&M Adder ENERGY_OM_ADDER	Minimum Load O&M Adder ML_ADDER	Start Up O&M Adder SU_ADDER	Energy O&M Adder ENERGY_OM_ADDER	Minimum Load O&M Adder ML_ADDER	Start Up O&M Adder SU_ADDER	ENERGY_OM_ADDER	ML_ADDER	SU_ADDER
CLARK_7_UNITS 11-14	CLARK_7_UNITS 11-14_1 PKR	1 PEAKER									
CLARK_7_UNITS 11-14	CLARK_7_UNITS 11-14_2 PKR	2 PEAKERS									
CLARK_7_UNITS 11-14	CLARK_7_UNITS 11-14_3 PKR	3 PEAKERS									
CLARK_7_UNITS 11-14	CLARK_7_UNITS 11-14_4 PKR	4 PEAKERS									
CLARK_7_UNITS 11-14	CLARK_7_UNITS 11-14_4 PKR_WC	4 PEAKERS + WC									
CLARK_7_UNITS 15-18	CLARK_7_UNITS 15-18_1 PKR	1 PEAKER									
CLARK_7_UNITS 15-18	CLARK_7_UNITS 15-18_2 PKR	2 PEAKERS									
CLARK_7_UNITS 15-18	CLARK_7_UNITS 15-18_3 PKR	3 PEAKERS									
CLARK_7_UNITS 15-18	CLARK_7_UNITS 15-18_4 PKR	4 PEAKERS									
CLARK_7_UNITS 15-18	CLARK_7_UNITS 15-18_4 PKR_WC	4 PEAKERS + WC									
CLARK_7_UNITS 19-22	CLARK_7_UNITS 19-22_1 PKR	1 PEAKER									
CLARK_7_UNITS 19-22	CLARK_7_UNITS 19-22_2 PKR	2 PEAKERS									
CLARK_7_UNITS 19-22	CLARK_7_UNITS 19-22_3 PKR	3 PEAKERS									
CLARK_7_UNITS 19-22	CLARK_7_UNITS 19-22_4 PKR	4 PEAKERS									
CLARK_7_UNITS 19-22	CLARK_7_UNITS 19-22_4 PKR_WC	4 PEAKERS + WC									
CLARK_7_UNITS 5-6 10	CLARK_7_UNITS 5-6 10_1X0	CLARK_7_UNITS 5-6 10_1X0									
CLARK_7_UNITS 5-6 10	CLARK_7_UNITS 5-6 10_1X1	CLARK_7_UNITS 5-6 10_1X1									
CLARK_7_UNITS 5-6 10	CLARK_7_UNITS 5-6 10_2X1	CLARK_7_UNITS 5-6 10_2X1									
CLARK_7_UNITS 7-9	CLARK_7_UNITS 7-9_1X0	CLARK_7_UNITS 7-9_1X0									
CLARK_7_UNITS 7-9	CLARK_7_UNITS 7-9_1X1	CLARK_7_UNITS 7-9_1X1									
CLARK_7_UNITS 7-9	CLARK_7_UNITS 7-9_2X1	CLARK_7_UNITS 7-9_2X1									
FT CHUR_7_UNIT 1	FT CHUR_7_UNIT 1_LWR	LOWER RANGE									
FT CHUR_7_UNIT 1	FT CHUR_7_UNIT 1_PK	PEAK RANGE									
FT CHUR_7_UNIT 1	FT CHUR_7_UNIT 1_UPR	UPPER RANGE									
FT CHUR_7_UNIT 2	FT CHUR_7_UNIT 2_LWR	LOWER RANGE									
FT CHUR_7_UNIT 2	FT CHUR_7_UNIT 2_PK	PEAK RANGE									
FT CHUR_7_UNIT 2	FT CHUR_7_UNIT 2_UPR	UPPER RANGE									
H ALLEN_7_UNIT 3-4	H ALLEN_7_UNIT 3-4_1PKR	H ALLEN_7_UNIT 3-4_1PKR									
H ALLEN_7_UNIT 3-4	H ALLEN_7_UNIT 3-4_2PKR	H ALLEN_7_UNIT 3-4_2PKR									
H ALLEN_7_UNIT 3-4	H ALLEN_7_UNIT 3-4_2PKR_WC	H ALLEN_7_UNIT 3-4_2PKR_WC									
HACC_7_UNITS 5-7	HACC_7_UNITS 5-7_1X0	HACC_7_UNITS 5-7_1X0									
HACC_7_UNITS 5-7	HACC_7_UNITS 5-7_1X1	HACC_7_UNITS 5-7_1X1									
HACC_7_UNITS 5-7	HACC_7_UNITS 5-7_1X1_DB	HACC_7_UNITS 5-7_1X1_DB									
HACC_7_UNITS 5-7	HACC_7_UNITS 5-7_2X1	HACC_7_UNITS 5-7_2X1									
HACC_7_UNITS 5-7	HACC_7_UNITS 5-7_2X1_DB	HACC_7_UNITS 5-7_2X1_DB									
HIGGINS_7_UNITS	HIGGINS_7_UNITS_1X0	HIGGINS_7_UNITS_1X0									
HIGGINS_7_UNITS	HIGGINS_7_UNITS_1X1	HIGGINS_7_UNITS_1X1									
HIGGINS_7_UNITS	HIGGINS_7_UNITS_1X1_DB	HIGGINS_7_UNITS_1X1_DB									
HIGGINS_7_UNITS	HIGGINS_7_UNITS_2X1	HIGGINS_7_UNITS_2X1									
HIGGINS_7_UNITS	HIGGINS_7_UNITS_2X1_DB	HIGGINS_7_UNITS_2X1_DB									
HIGGINS_7_UNITS	HIGGINS_7_UNITS_2x1_PEAK	HIGGINS_7_UNITS_2x1_PEAK									
HIGGINS_7_UNITS	HIGGINS_7_UNITS_2X1_DB_PEAK	HIGGINS_7_UNITS_2X1_DB_PEAK									
HIGGINS_7_UNITS	HIGGINS_7_UNITS_2X1_DB_PEAK_WC	HIGGINS_7_UNITS_2X1_DB_PEAK_WC									
LENZIE_7_UNITS PB1	LENZIE_7_UNITS PB1_1X0	LENZIE_7_UNITS PB1_1X0									
LENZIE_7_UNITS PB1	LENZIE_7_UNITS PB1_1X1	LENZIE_7_UNITS PB1_1X1									
LENZIE_7_UNITS PB1	LENZIE_7_UNITS PB1_1X1_DB	LENZIE_7_UNITS PB1_1X1_DB									
LENZIE_7_UNITS PB1	LENZIE_7_UNITS PB1_2X1	LENZIE_7_UNITS PB1_2X1									
LENZIE_7_UNITS PB1	LENZIE_7_UNITS PB1_2X1_DB	LENZIE_7_UNITS PB1_2X1_DB									
LENZIE_7_UNITS PB2	LENZIE_7_UNITS PB2_1X0	LENZIE_7_UNITS PB2_1X0									
LENZIE_7_UNITS PB2	LENZIE_7_UNITS PB2_1X1	LENZIE_7_UNITS PB2_1X1									
LENZIE_7_UNITS PB2	LENZIE_7_UNITS PB2_1X1_DB	LENZIE_7_UNITS PB2_1X1_DB									
LENZIE_7_UNITS PB2	LENZIE_7_UNITS PB2_2X1	LENZIE_7_UNITS PB2_2X1									
LENZIE_7_UNITS PB2	LENZIE_7_UNITS PB2_2X1_DB	LENZIE_7_UNITS PB2_2X1_DB									
LVCOGEN_1_UNITS PB2-3	LVCOGEN_1_UNITS PB2-3_1 BLK 1X1	LVCOGEN_1_UNITS PB2-3_1 BLK 1X1									
LVCOGEN_1_UNITS PB2-3	LVCOGEN_1_UNITS PB2-3_1 BLK 2X1	1 BLOCK 2X1									
LVCOGEN_1_UNITS PB2-3	LVCOGEN_1_UNITS PB2-3_2 BLK 2X1	2 BLOCKS 2X1									
SLVRHWK_7_UNIT 3	SLVRHWK_7_UNIT 3_PKR	1 PEAKER									
SLVRHWK_7_UNIT 3	SLVRHWK_7_UNIT 3_PKR_WC	1 PEAKER + WC									
SLVRHWK_7_UNIT 4	SLVRHWK_7_UNIT 4_PKR	1 PEAKER									
SLVRHWK_7_UNIT 4	SLVRHWK_7_UNIT 4_PKR_WC	1 PEAKER + WC									
SLVRHWK_7_UNITS	SLVRHWK_7_UNITS_1X0	SLVRHWK_7_UNITS_1X0									
SLVRHWK_7_UNITS	SLVRHWK_7_UNITS_1X1	SLVRHWK_7_UNITS_1X1									
SLVRHWK_7_UNITS	SLVRHWK_7_UNITS_1X1_DB	SLVRHWK_7_UNITS_1X1_DB									
SLVRHWK_7_UNITS	SLVRHWK_7_UNITS_2X1	SLVRHWK_7_UNITS_2X1									
SLVRHWK_7_UNITS	SLVRHWK_7_UNITS_2X1_DB	SLVRHWK_7_UNITS_2X1_DB									
SLVRHWK_7_UNITS	SLVRHWK_7_UNITS_2X1_PEAK	SLVRHWK_7_UNITS_2X1_PEAK									
SLVRHWK_7_UNITS	SLVRHWK_7_UNITS_2X1_DB_PEAK	SLVRHWK_7_UNITS_2X1_DB_PEAK									
SLVRHWK_7_UNITS	SLVRHWK_7_UNITS_2X1_DB_PEAK_WC	SLVRHWK_7_UNITS_2X1_DB_PEAK_WC									
TRACY_7_UNIT 3	TRACY_7_UNIT 3_LWR	LOWER RANGE									
TRACY_7_UNIT 3	TRACY_7_UNIT 3_PK	PEAK RANGE									
TRACY_7_UNIT 3	TRACY_7_UNIT 3_UPR	UPPER RANGE									
TRACY_7_UNITS 4-5	TRACY_7_UNITS 4-5_1X1	TRACY 4/5									
TRACY_7_UNITS 4-5	TRACY_7_UNITS 4-5_1X1_DB	TRACY 4/5 + DB									
W TRACY_7_UNITS 8-10	W TRACY_7_UNITS 8-10_1X0	W TRACY_7_UNITS 8-10_1X0									
W TRACY_7_UNITS 8-10	W TRACY_7_UNITS 8-10_1X1	W TRACY_7_UNITS 8-10_1X1									
W TRACY_7_UNITS 8-10	W TRACY_7_UNITS 8-10_1X1_DB	W TRACY_7_UNITS 8-10_1X1_DB									
W TRACY_7_UNITS 8-10	W TRACY_7_UNITS 8-10_2X1	W TRACY_7_UNITS 8-10_2X1									
W TRACY_7_UNITS 8-10	W TRACY_7_UNITS 8-10_2X1_DB	W TRACY_7_UNITS 8-10_2X1_DB									

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Select Unit	Plant	Projected Retirement Date	Heat Rate (BTU/kWh)	VOM ($)
Clark/Sunrise Common	Clark	2049		
Clark 4	Clark	2035		
Clark 9 CC Common	Clark	2043		
Clark 5	Clark	2044		
Clark 6	Clark	2044		
Clark 9	Clark	2043		
Clark 10 CC Common	Clark	2044		
Clark 7	Clark	2043		
Clark 8	Clark	2043		
Clark 10	Clark	2044		
Clark Peaker Block 1 (11-14)	Clark	*2049*		
Clark Peaker 11	Clark	*2049*		
Clark Peaker 12	Clark	*2049*		
Clark Peaker 13	Clark	*2049*		
Clark Peaker 14	Clark	*2049*		
Clark Peaker Block 2 (15-18)	Clark	*2049*		
Clark Peaker 15	Clark	*2049*		
Clark Peaker 16	Clark	*2049*		
Clark Peaker 17	Clark	*2049*		
Clark Peaker 18	Clark	*2049*		
Clark Peaker Block 3 (19-22)	Clark	*2049*		
Clark Peaker 19	Clark	*2049*		
Clark Peaker 20	Clark	*2049*		
Clark Peaker 21	Clark	*2049*		
Clark Peaker 22	Clark	*2049*		
Clark Peakers (11 - 22)	Clark	*2049*		
Fleet-North	Fleet-North	*Not Applicable*		
Fleet-South	Fleet-South	*Not Applicable*		
Fleet-North-ResOptSys-Common(Elect&GasOps)	Fleet-North	*Not Applicable*		
Fleet-North-ResOptSys-ElectOpsOnly	Fleet-North	*Not Applicable*		
Fleet-South-ResOptSys	Fleet-South	*Not Applicable*		
Fleet-North-NewGenPlant	Fleet-North	*Not Applicable*		
Fleet-South-NewGenPlant	Fleet-South	*Not Applicable*		
Fleet-North-Renewables	Fleet-North	*Not Applicable*		
Fleet-South-Renewables	Fleet-South	*Not Applicable*		
Fleet-North-Systems	Fleet-North	*Not Applicable*		
Fleet-South-Systems	Fleet-South	*Not Applicable*		
Ft. Churchill Common	Ft. Churchill	*2038*		
Ft. Churchill 1	Ft. Churchill	*2038*		
Ft. Churchill 2	Ft. Churchill	*2038*		
Goodsprings	Goodsprings	*2040*		
Harry Allen Common	Harry Allen	*2049*		
Harry Allen 3	Harry Allen	2046		
Harry Allen 4	Harry Allen	2046		
Harry Allen 5	Harry Allen	2049		
Harry Allen 6	Harry Allen	2049		
Harry Allen ST	Harry Allen	2049		
Harry Allen CC Common	Harry Allen	2049		
Higgins CT1	Higgins	2049		
Higgins CT2	Higgins	2049		
Higgins ST	Higgins	2049		
Higgins CC Common	Higgins	2049		

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Select Unit	**Plant**	**Projected Retirement Date**	**Heat Rate (BTU/kWh)**	**VOM ($)**
Las Vegas Common	Las Vegas	2049		
LV Gen Block 1 Common	Las Vegas	2049		
LV Gen Block 1 GT 1	Las Vegas	2049		
LV Gen Block 1 ST	Las Vegas	2049		
LV Gen Block 2 Common	Las Vegas	2049		
LV Gen Block 2 GT 1	Las Vegas	2049		
LV Gen Block 2 GT 2	Las Vegas	2049		
LV Gen Block 2 ST	Las Vegas	2049		
LV Gen Block 3 Common	Las Vegas	2049		
LV Gen Block 3 GT 1	Las Vegas	2049		
LV Gen Block 3 GT 2	Las Vegas	2049		
LV Gen Block 3 ST	Las Vegas	2049		
Lenzie Common	Lenzie	*2049*		
Lenzie PB1 Common	Lenzie	2049		
Lenzie CT1	Lenzie	2049		
Lenzie CT2	Lenzie	2049		
Lenzie ST1	Lenzie	2049		
Lenzie PB2 Common	Lenzie	2049		
Lenzie CT3	Lenzie	2049		
Lenzie CT4	Lenzie	2049		
Lenzie ST2	Lenzie	2049		
New Source	New Source	*2040*		
Nellis Solar	Nellis Solar	*2045*		
Reid Gardner Common	Reid Gardner	*Retired*		
Reid Gardner 1-3 Common	Reid Gardner	*Retired*		
Reid Gardner 1	Reid Gardner	*Retired*		
Reid Gardner 2	Reid Gardner	*Retired*		
Reid Gardner 3	Reid Gardner	*Retired*		
Reid Gardner 4	Reid Gardner	*Retired*		
Silverhawk Common	Silverhawk	2049		
Silverhawk CTA	Silverhawk	2049		
Silverhawk CTB	Silverhawk	2049		
Silverhawk ST	Silverhawk	2049		
Sunpeak Common	Sunpeak	*2041*		
Sunpeak 3	Sunpeak	*2041*		
Sunpeak 4	Sunpeak	*2041*		
Sunpeak 5	Sunpeak	*2041*		
Sunrise 1	Sunrise	*Retired*		
Sunrise 2	Sunrise	*Retired*		
Tracy Common	Tracy	*2048*		
Tracy 1	Tracy	*Retired*		
Tracy 2	Tracy	*Retired*		
Tracy 3	Tracy	*2038*		
Tracy 4&5 (Pinon)	Tracy	*2049*		
Tracy CC Common	Tracy	*2048*		
Tracy 8	Tracy	*2048*		
Tracy 9	Tracy	*2048*		
Tracy 10	Tracy	*2048*		
Tracy Diesels	Tracy	*2028*		
Tracy Peaker 3	Tracy	*2044*		
Tracy Peaker 4	Tracy	*2044*		
Valmy Common	Valmy	*2025*		
Valmy Common 68/32	Valmy	*2025*		
Valmy 1	Valmy	*2025*		
Valmy 2	Valmy	*2025*		

GEN-2

2024 PLANT EMISSION RATES [1]

Revised January 16, 2025

UNIT	FUEL	SO_2	NO_X	CO	PM	VOC	CO_2	Hg
		lbs/mmbtu	lbs/mmbtu	lbs/mmbtu	lbs/mmbtu	lbs/mmbtu	lbs/mmbtu	lbs/Tbtu
Fort Churchill 1	Natural Gas	0.0006	0.1630	0.0009	0.0024	0.00020	118.86	NA
Fort Churchill 2	Natural Gas	0.0006	0.1320	0.0010	0.0021	0.00017	118.86	NA
Tracy 3	Natural Gas	0.0006	0.1180	0.0010	0.0040	0.00012	118.86	NA
Tracy 4 (CM3)	Natural Gas	0.0006	0.0380	0.0317	0.0045	0.0001	118.86	NA
Tracy 5 (CM4)	Natural Gas	0.0006	0.0310	0.0252	0.0059	0.0000	118.86	NA
Tracy 6 (Pinon)	Natural Gas	0.0006	0.1490	0.0030	0.0030	0.00018	118.86	NA
Tracy 8	Natural Gas	0.0006	0.0050	0.0010	0.0028	0.0000	118.86	NA
Tracy 9	Natural Gas	0.0006	0.0050	0.0020	0.0022	0.0002	118.86	NA
Clark 4	Natural Gas	0.0006	0.4400	0.1100	0.0420	0.0240	118.86	NA
Clark 5	Natural Gas	0.0006	0.0210	0.0310	0.0226	0.0046	118.86	NA
Clark 6	Natural Gas	0.0006	0.0220	0.0810	0.0226	0.0046	118.86	NA
Clark 7	Natural Gas	0.0006	0.0280	0.0630	0.0226	0.0046	118.86	NA
Clark 8	Natural Gas	0.0006	0.0290	0.0630	0.0226	0.0046	118.86	NA
Clark Unit 11	Natural Gas	0.0006	0.0560	0.0060	0.0080	0.0025	118.86	NA
Clark Unit 12	Natural Gas	0.0006	0.0430	0.0050	0.0080	0.0025	118.86	NA
Clark Unit 13	Natural Gas	0.0006	0.0470	0.0040	0.0080	0.0025	118.86	NA
Clark Unit 14	Natural Gas	0.0006	0.0480	0.0040	0.0080	0.0025	118.86	NA
Clark Unit 15	Natural Gas	0.0006	0.0380	0.0040	0.0080	0.0025	118.86	NA
Clark Unit 16	Natural Gas	0.0006	0.0450	0.0030	0.0080	0.0025	118.86	NA
Clark Unit 17	Natural Gas	0.0006	0.0420	0.0060	0.0080	0.0025	118.86	NA
Clark Unit 18	Natural Gas	0.0006	0.0480	0.0040	0.0080	0.0025	118.86	NA
Clark Unit 19	Natural Gas	0.0006	0.0390	0.0060	0.0080	0.0025	118.86	NA
Clark Unit 20	Natural Gas	0.0006	0.0470	0.0050	0.0080	0.0025	118.86	NA
Clark Unit 21	Natural Gas	0.0006	0.0520	0.0050	0.0080	0.0025	118.86	NA
Clark Unit 22	Natural Gas	0.0006	0.0390	0.0040	0.0080	0.0025	118.86	NA
Higgins 1	Natural Gas	0.0006	0.0100	0.0130	0.0018	0.00023	118.86	NA
Higgins 2	Natural Gas	0.0006	0.0110	0.0120	0.0021	0.00031	118.86	NA
Harry Allen 3	Natural Gas	0.0006	0.0440	1.4610	0.0083	0.00024	118.86	NA
Harry Allen 4	Natural Gas	0.0006	0.0460	0.7280	0.0083	0.00024	118.86	NA
Harry Allen 5	Natural Gas	0.0006	0.0100	0.3692	0.0024	0.000043	118.86	NA
Harry Allen 6	Natural Gas	0.0006	0.0090	0.4986	0.0020	0.000018	118.86	NA
Chuck Lenzie 1	Natural Gas	0.0006	0.0170	0.0090	0.00408	0.00013	118.86	NA
Chuck Lenzie 2	Natural Gas	0.0006	0.0160	0.0050	0.00408	0.00013	118.86	NA
Chuck Lenzie 3	Natural Gas	0.0006	0.0140	0.0070	0.00408	0.00013	118.86	NA
Chuck Lenzie 4	Natural Gas	0.0006	0.0130	0.0060	0.00408	0.00013	118.86	NA
Silverhawk 1	Natural Gas	0.0006	0.0120	0.0140	0.0071	0.0012	118.86	NA
Silverhawk 3	Natural Gas	0.0006	0.0110	0.0121	0.0053	0.0010	118.86	NA
Silverhawk 9	Natural Gas	0.0006	0.0090	0.0430	0.0053	0.0013	118.86	NA
Silverhawk 10	Natural Gas	0.0006	0.0080	0.0260	0.0053	0.0013	118.86	NA
Las Vegas 1	Natural Gas	0.0006	0.0390	0.0210	0.0060	0.0040	118.86	NA
Las Vegas 2	Natural Gas	0.0006	0.0170	0.0020	0.0050	0.0040	118.86	NA
Las Vegas 3	Natural Gas	0.0006	0.0160	0.0020	0.0050	0.0040	118.86	NA
Las Vegas 4	Natural Gas	0.0006	0.0170	0.0020	0.0050	0.0040	118.86	NA
Las Vegas 5	Natural Gas	0.0006	0.0170	0.0020	0.0050	0.0040	118.86	NA
Sun Peak 3	Natural Gas	0.0006	0.1450	0.1060	0.0059	0.0021	118.86	NA
Sun Peak 4	Natural Gas	0.0006	0.1340	0.2010	0.0059	0.0021	118.86	NA
Sun Peak 5	Natural Gas	0.0006	0.1440	0.2270	0.0059	0.0021	118.86	NA
Valmy 1	Coal	0.747	0.3260	0.0730	0.01000	0.0000	209.76	6.78E-01
Valmy 2	Coal	0.139	0.2970	0.2160	0.00400	0.0010	209.76	7.60E-05

[1] The basis of the rates shown is 2024 CEMS data, Acid Rain data for NOx, most recent emissions compliance testing, default emission factors, and, if no other source of data is available, permit limits or AP-42.

The Brunswick units have been removed from the table. However, they are now dispatchable up to 50 hours/unit. No emissions information is available for these units.

The following units have been retired and therefore removed from the table: Clark 1-3, Sunrise 1-2, Tracy 1-2, Reid Gardner 1-4, and Gabbs.

GEN-3

FILED UNDER CONFIDENTIAL SEAL

GEN-4

Carbon Capture & Storage and Hydrogen Fuel Assessment

Prepared for NV Energy

April 24, 2026



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Energy+Environmental Economics

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List of Acronyms

- **ACES:** Advanced Clean Energy Storage
- **ANL:** Argonne National Laboratory
- **ATB:** Annual Technology Baseline
- **BNEF:** Bloomberg New Energy Finance
- **Btu:** British Thermal Units
- **CARB:** California Air Resources Board
- **CapEx:** Capital Expenditure
- **CO_2:** Carbon Dioxide
- **COD:** Commercial Operation Date
- **CCGT**: Combined Cycle Gas Turbine
- **CT:** Combustion Turbine
- **CCS:** Carbon Capture & Storage
- **DOE:** Department of Energy
- **Dth:** Dekatherms
- **E3:** Energy + Environmental Economics
- **EHB:** European Hydrogen Backbone
- **EIA:** Energy Information Administration
- **EIA AEO:** Energy Information Administration Annual Energy Outlook
- **EPA:** Environmental Protection Agency
- **FERC:** Federal Energy Regulatory Commission
- **GHG:** Greenhouse Gas
- **H_2:** Hydrogen
- **HE:** Hydrogen embrittlement
- **HHV:** Higher Heating Value
- **ITC:** Investment Tax Credit
- **IPP:** Intermountain Power Project
- **IPA:** Intermountain Power Agency
- **IRA:** Inflation Reduction Act
- **IRP:** Integrated Resource Plan
- **LADWP:** Los Angeles Department of Water and Power
- **LHV:** Lower Heating Value
- **NEPA:** National Environmental Policy Act
- **NETL:** National Energy Technology Laboratory
- **NG:** Natural Gas
- **NLR:** National Laboratory of the Rockies
- **NLR ATB:** National Laboratory of the Rockies Annual Technology Baseline
- **NLR H2A: :** National Laboratory of the Rockies Hydrogen Analysis Production Models
- **NOx:** Nitrogen Oxides
- **NPV:** Net Present Value
- **MJ:** Megajoule
- **MJ/kg:** Megajoule/kilogram
- **MMBtu:** Million British Thermal Units
- **O&M:** Operations and Maintenance
- **OBBBA:** One Big Beautiful Bill Act
- **OpEx:** Operating Expenses
- **PNM**: Public Service Company of New Mexico
- **PTC** Production Tax Credit
- **SCGT:** Simple-cycle gas turbines
- **SMUD:** Sacramento Municipal Utility District
- **UIC:** Underground Injection Control
- **WECC:** Western Electricity Coordinating Council

Executive Summary

At present, hydrogen fuels and thermal resources with CCS are not widely available or commercially viable options for continuous, large-scale electric generation

A small number of generating facilities in the US have co-fired blends of hydrogen and natural gas fuels in testing, but none of these projects have regularly operated using hydrogen blends outside of testing.

Petra Nova is currently the only large-scale operational power plant with carbon capture in the United States, and the CO2 is primarily used for enhanced oil recovery (EOR)

In Nevada, the key barriers to development of hydrogen and CCS resources include the absence of existing hydrogen and carbon transportation infrastructure, the lack of well-studied sites for geologic hydrogen and carbon storage, and water scarcity issues.

Based on current infrastructure and technology availability in Nevada, public data sources indicate that lifecycle costs for hydrogen and gas with CCS are significantly higher than traditional fossil benchmarks.

Background & Key Questions

- **NV Energy has retained E3 to provide an assessment of the applicability of emerging technologies including carbon capture & storage (CCS) and hydrogen fuels for utility scale generation in Nevada**
- **The goal of this study is to demonstrate the current feasibility and costs of CCS and hydrogen fuel technologies, without site specific engineering assessments.**
- **This study is based on a review of existing literature, and for transparency, public sources of information were used.**
- **The market readiness, infrastructure, and costs of hydrogen fuels and CCS represented in this study are reflective of present circumstances and may change based on technological innovations, policy initiatives, or other events.**

The key study questions include:

- What is the market readiness of CCS and hydrogen fuel?
- What is the current condition of CCS and hydrogen fuel technology and infrastructure in Nevada?
- What are the costs of constructing and operating CCS and hydrogen fueled resources in Nevada?

Summary of Study Approach

1) Market Readiness

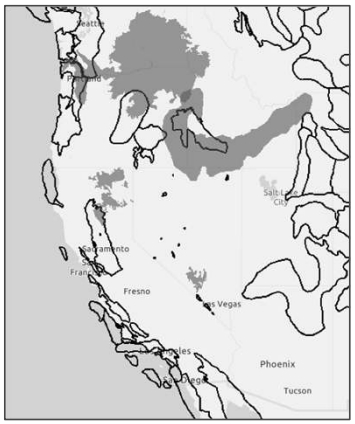
- E3 provides a broad overview of the commercial and operational status of hydrogen fuels and CCS
- E3 reviews planned and operational hydrogen fuel and CCS projects in the United States
- E3 reviews peer utility resource plans to demonstrate how utilities like NV Energy are planning for hydrogen and CCS



U.S. Energy Information Administration (2024). *U.S. electric power sector explores hydrogen cofiring at natural gas–fired plants*. https://www.eia.gov/todayinenergy/detail.php?id=63084

2) Nevada Considerations

- E3 evaluates hydrogen and CCS storage and transportation infrastructure in Nevada and surrounding areas
- E3 reviews existing literature to screen possible locations for hydrogen and carbon storage



NETL (2015). National Carbon Sequestration Atlas, 5th Edition (https://edxspatial.arcgis.netl.doe.gov/maps/edxspatial-natcarb-index.html)

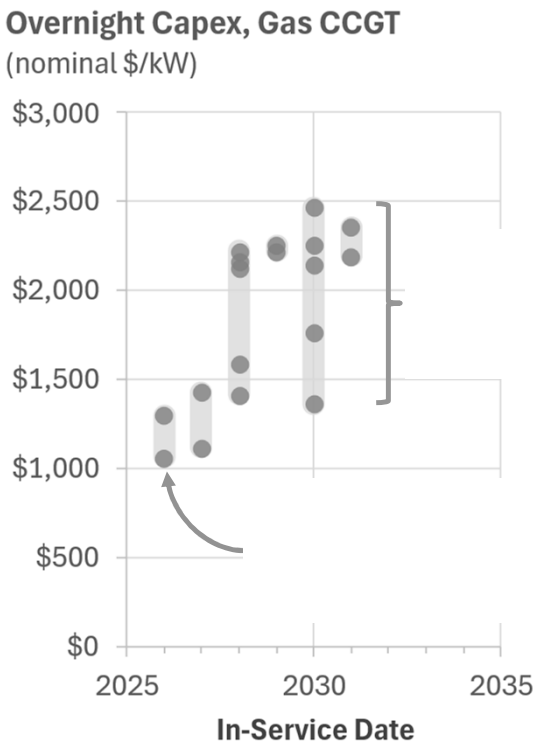
3) Cost Analysis

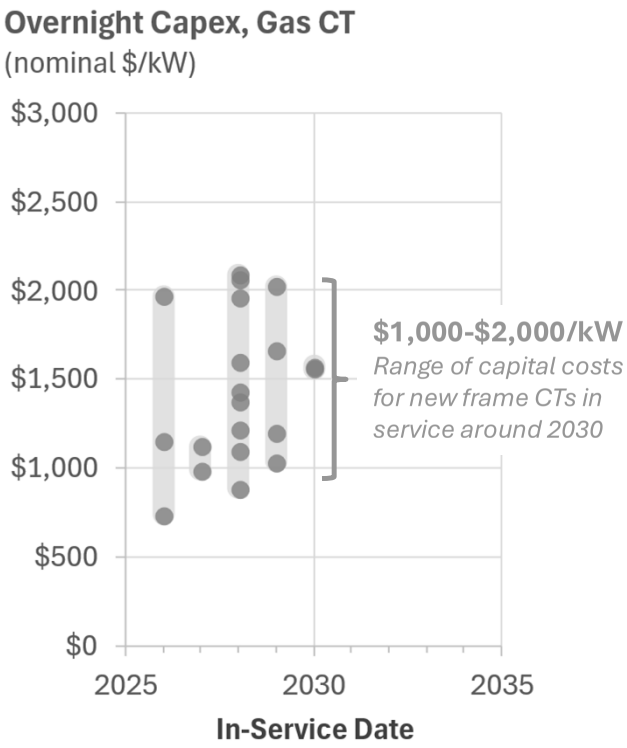
- E3 estimates the cost for owning and operating facilities with green hydrogen fuel and CCS compared to fossil benchmarks
- E3 calculates hydrogen and carbon storage and transportation costs based on the locations identified in the screening analysis
- Public data sources, including the NLR ATB, are used to calculate resource costs
- Hydrogen and carbon transportation costs are based the estimated costs of new pipelines, prorated based on capacity needed to meet power plant fuel needs/carbon production

Land availability	Existing or planned transportation infrastructure	Demonstrated storage potential	Shortlisted location for cost analysis
Existing or planned hydrogen production hubs	Extreme Drought Frequency	Resource availability	

Recent Increases in Gas Generation Capital Costs

- **Among other sources, this study utilizes data from NLR's Annual Technologies Baseline to characterize the cost of new generation resources, which uses a 2022 base year**
- **Since 2020, the reported costs of building natural gas power plants has increased by a factor of two**
  - Higher costs can be traced to scarcity in supply chains and shortages of skilled labor as demand for new gas infrastructure has risen
  - In a volatile market, reported costs span a wide range, and costs vary considerably across similar projects
- **While the gas turbine cost assumptions in this study are lower than current market costs, the cost *differentials* between gas and H2/CCS broadly reflect recent trends because the turbine cost is included in both sides in the comparison**





Data source for figures: Halcyon (2026). Gas Power Plant Tracker. https://halcyon.io/gas-power-plant-tracker

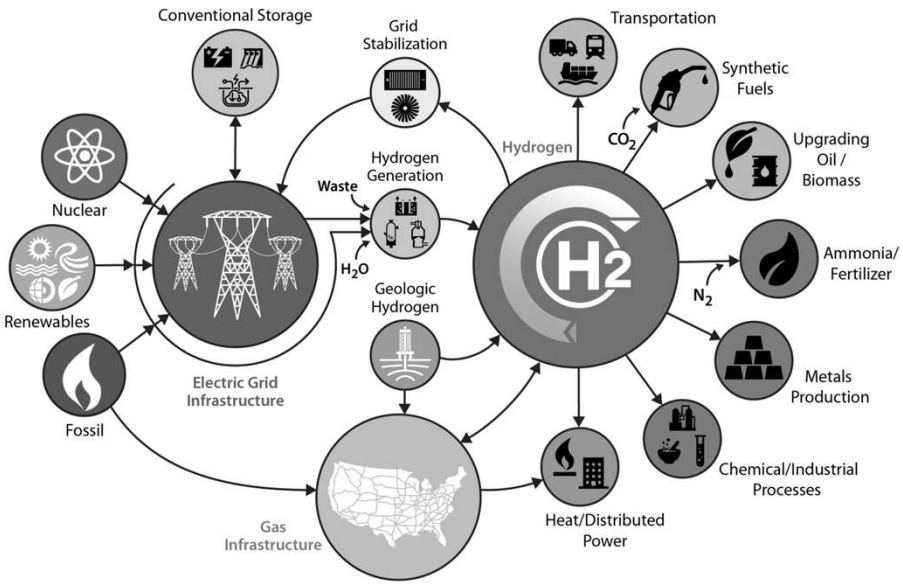
2.a. Market Readiness of Hydrogen Fuels



Energy+Environmental Economics

Hydrogen Introduction

- Hydrogen is an energy carrier that can be used to store, move, and deliver energy produced from other sources.
- When combusted, hydrogen reacts with oxygen to produce water vapor and a large amount of energy, releasing no greenhouse gases.
- Hydrogen is currently used in many industrial applications, and in recent years, hydrogen has been explored as a fuel source for electricity generation.
- Power resource planners are exploring hydrogen as asupplement or replacement for fossil fuels, as hydrogen may offer alower carbon alternative to natural gas incertain applications depending on how it is produced.

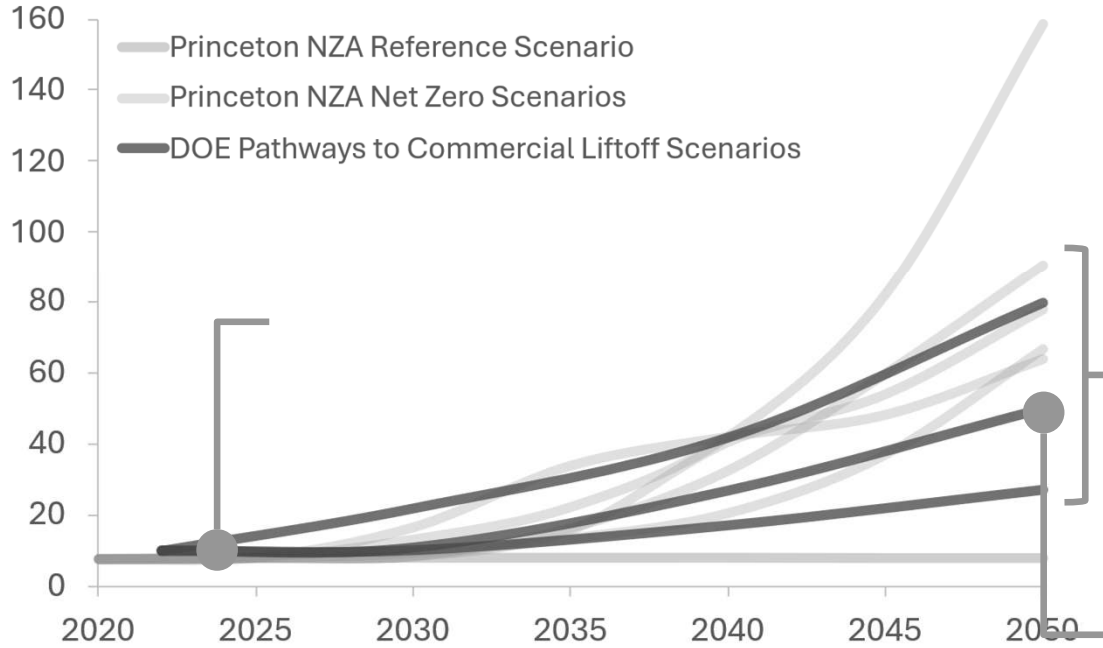


U.S. Department of Energy (2025) *H2@Scale*. https://www.energy.gov/cmei/fuels/h2scale

Sources:
U.S. Department of Energy (2025) *Hydrogen Fuel Basics*. https://www.energy.gov/cmei/fuels/hydrogen-fuel-basics
U.S. Energy Information Administration (2025) *Use of Hydrogen*. https://www.eia.gov/energyexplained/hydrogen/use-of-hydrogen.php

Many Potential Applications for Hydrogen – but Size of Future Market is Highly Uncertain

US Domestic Demand for Hydrogen
(million metrics tons per year)



By 2050, most projections of hydrogen demand span a range from 20 100 MMT/yr, with possible applications across many sectors:

Industry	**Transportation**
Ammonia	Aviation fuels
Methanol	Marine fuels
Refining	Heavy duty vehicles
Steel	Medium duty vehicles
Buildings & Industry	**Electricity**
Heating	Peaking/firm
	Long-duration storage

U.S. National Clean Hydrogen Strategy and Roadmap envisions opportunity for 50 MMT of domestic hydrogen demand by 2050

Data Sources: Larson, E. et al. (2021). Net-Zero America: Potential Pathways, Infrastructure, and Impacts. https://netzeroamerica.princeton.edu/; US Department of Energy (2023). Pathways to Commercial Liftoff: Clean Hydrogen. https://h2fcp.org/system/files/cafcp_members/2024%20DOE%20Pathways%20to%20Commercial%20Liftoff%20-%20Clean%20Hydrogen.pdf

Multiple Pathways to Produce Hydrogen

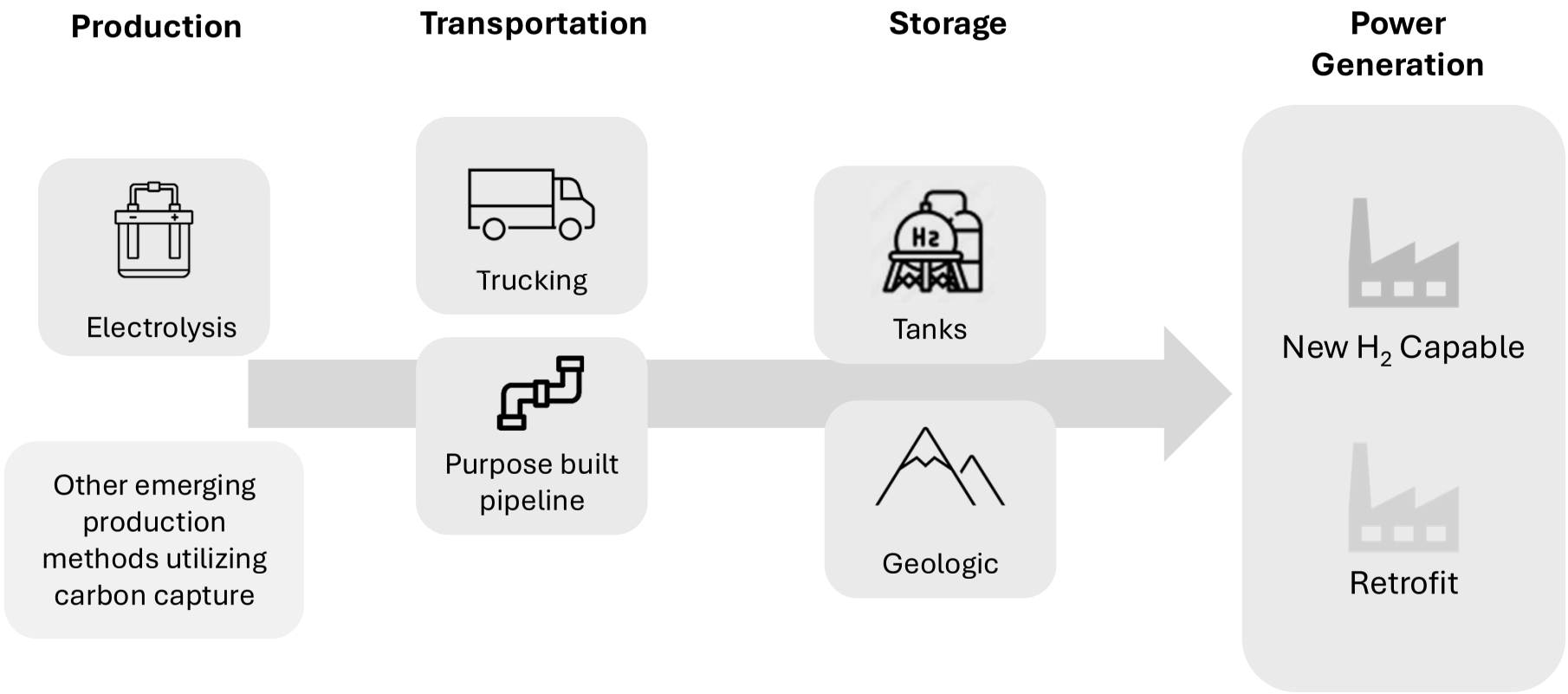
+ Hydrogen can be produced through several methods[1]

- The most widely used hydrogen production method today is Steam Methane Reformation (SMR).
- Electrolysis is a promising option for carbon-free hydrogen production from clean electricity, but the deployment is limited to date.

Hydrogen Type	Description	Production Emission Intensity[2] (kg CO_2e/kg H_2)	Water Requirement[3] (liters of water/kg of H_2)
Grey	SMR without CCS	10 - 14	21 - 27
Blue	SMR with CCS	2 – 8 (depending on CO_2 capture rate)	32 - 39
Green	Electrolysis powered by renewable electricity	0	20 - 30

References:
[1]Clean Energy Group (2025) Hydrogen Projects in the US. https://www.cleanegroup.org/initiatives/hydrogen/projects-in-the-us/
[2]IEA (2023) Towards hydrogen definitions based on their emissions intensity. (https://iea.blob.core.windows.net/assets/acc7a642-e42b-4972-8893-2f03bf0bfa03/Towardshydrogendefinitionsbasedontheiremissionsintensity.pdf)
[3]RMI (2023) Hydrogen Reality Check: Distilling Green Hydrogen's Water Consumption. (https://rmi.org/hydrogen-reality-check-distilling-green-hydrogens-water-consumption/)

Clean Hydrogen Supply Chain



Hydrogen Combustion for Power Generation

Major natural gas turbine manufacturers offer hydrogen blending capability today:

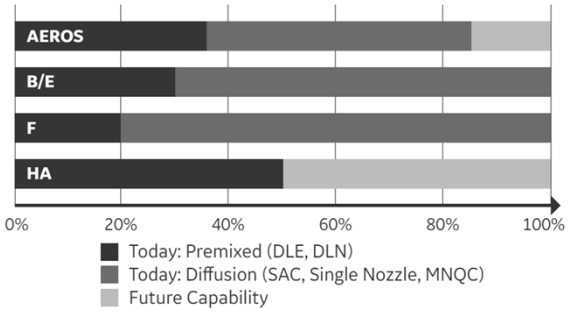
GE[1]: most advanced turbines can burn a 50% mix of H2 and is also aiming to reach 100%

Siemens Energy[2]: testing up to 75% mix of hydrogen and natural gas and are aiming to reach 100% by 2030

Mitsubishi Power[3]: 30% (by vol) co-firing of H2 with natural gas today, aiming for 100% H2 combustion

Co-firing with hydrogen has been demonstrated at several existing plants
(see following slides)

GE Gas Turbine Hydrogen Capability[1]



Greenhouse gas emissions impact depends on blending fractions

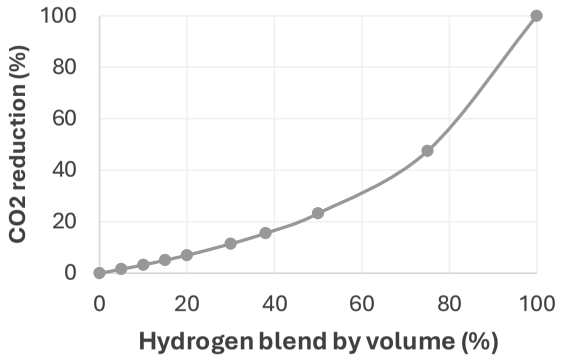
Hydrogen fuel blends in co-firing are typically quoted as percentages by volume

Because volumetric energy density of hydrogen is lower than natural gas, emissions reductions are lower than volumetric percentages

10% blend = 3% emissions reduction

30% blend = 11% emissions reduction

Emissions Reductions from Hydrogen Blending in Gas Turbines[4]



Hydrogen combustion also has implications for other air pollutants

Compared with natural gas combustion, high combustion temperature of hydrogen may result in higher NOx emissions[5] (a pollutant strictly regulated by EPA due to its negative impacts on human health)

Dry Low NOx (DLN) combustor prototype demonstrated operability on 100% hydrogen with NOx emissions below 25ppm[6]

References:
[1] GE Vernova, "Hydrogen Overview," (https://www.gevernova.com/content/dam/gepower-new/global/en_US/downloads/gas-new-site/future-of-energy/hydrogen-overview.pdf)
[2] Siemens Energy, "Zero Emission Hydrogen Turbine Center," https://www.siemens-energy.com/global/en/home/products-services/solutions-usecase/hydrogen/zehtc.html
[3] Mitsubishi Power, "Hydrogen Power Generation Handbook," (https://power.mhi.com/catalogue/pdf/hydrogen_en.pdf)
[4] EPA (2023) Hydrogen in Combustion Turbine Electric Generating Units Technical Support Document (https://www.epa.gov/system/files/documents/2023-05/TSD%20-%20Hydrogen%20in%20Combustion%20Turbine%20EGUs.pdf)
[5] US Department of Energy, "Does the use of hydrogen produce air pollutants such as nitrogen oxides?" https://www.energy.gov/eere/fuelcells/does-use-hydrogen-produce-air-pollutants-such-nitrogen-oxides
[6] GE Vernova, "GE Vernova validates 100% hydrogen-fueled DLN combustor…" https://www.gevernova.com/news/press-releases/ge-vernova-validates-100-hydrogen-fueled-dln-combustor-technology-aiming-6

Market Readiness of Hydrogen Fuels– Key Questions

What hydrogen fueled resources are currently planned or in operation in the United States?

How are other large western utilities considering green hydrogen fueled resources in their resource plans?

What is the current state of hydrogen fuel policy in the United States?

Approach

To assess the market readiness of hydrogen fuel:

- **E3 reviewed operational hydrogen fuel projects in the United States to address:**
  - Size and location of hydrogen-fueled projects
  - Whether these projects operated in testing only or continuously
  - The projects' co-fire capabilities
- **E3 reviewed peer utility resource plans to determine how utilities similar to NV Energy are planning for hydrogen.**
  - Peer utilities are those of similar peak load size, located in the West.

Market Status of Hydrogen Fuel – Key Takeaways



In the United States, there are no large-scale, commercially operating hydrogen fueled generation facilities.



A small number of generating facilities in the US have fired blended hydrogen and natural gas fuels in testing, but none of these projects have exceeded 50% hydrogen blending or regularly fired hydrogen outside of testing.



Data from the EPA indicates that 50% hydrogen blending only leads to about 23% CO_2 emissions reductions.



Federal tax incentives for green hydrogen production will expire at the end of 2027 and tax incentives for combustion will be phased out over the next decade.



Out of eight peer utilities in the west evaluated, only two utilities included hydrogen fueled resources in preferred resource plans, and LADWP is the only utility actively developing a hydrogen fueled resource.

Major Facilities That Have Tested Hydrogen Co-Firing in the US

- Only a small number of U.S. power plants have completed hydrogen co-firing tests.
- All facilities listed co-fired hydrogen as a part of testing, but have not co-fired with hydrogen for sustained periods of time
- These are early validations that existing gas-fired power infrastructure can operate with blended hydrogen; full commercial deployment will depend on hydrogen supply, turbine design upgrades, and economics.
- Tests at all facilities listed were completed with industrial byproduct hydrogen or hydrogen from unspecified sources.

Facility	Owner/ Operator	Owner/Operator Climate goal	Capacity (MW)	Region	Co fire test year	Co fire capability	Firing hydrogen regularly
A.J. Mihm Generating Station[1,2]	WEC Energy	Net zero by 2050	19	Michigan, US	2023	25%	No
Brentwood Power Plant[1]	New York Power Authority	NY 100% zero-emission electricity by 2040	47	New York, US	2022	44%	No
Hillabee Energy Center[1,3]	Constellation	95% carbon-free electricity by 2030 and 100% by 2040	753	Alabama, US	2023	38%	No
Long Ridge Energy Generation Project[1,4]	New Fortress Energy	Net zero by 2030	485	Ohio, US	2022	5%	No
McDonough-Atkinson Plant[1,5]	Southern Company	Net zero by 2050	283	Georgia, US	2025	50%	No

References:

[1] US Energy Information Administration (2024). U.S. electric power sector explores hydrogen cofiring at natural gas-fired plants. https://www.eia.gov/todayinenergy/detail.php?id=63084.

[2] Electric Power Research Institute (2024). Hydrogen with Natural Gas Blending in a Grid-Connected Reciprocating Internal Combustion Engine. https://www.epri.com/research/products/000000003002030928

[3] Constellation Energy (2023). Constellation Remains No. 1 Producer of Carbon-Free Energy, New Report Confirms. https://investors.constellationenergy.com/news-releases/news-release-details/constellation-remains-no-1-producer-carbon-free-energy-new

[4] New Fortress Energy (2023). 2023 Sustainability Report. https://www.newfortressenergy.com/data/s3fs-public/2024-11/NFE%202023%20Sustainability%20Report.pdf?VersionId=NOw3hfZM12wrWXJJDxQ2cjpqqhhQZmPu

[5] Mitsubishi Power (2025). 50% hydrogen blend testing successfully completed at Georgia Power's Plant McDonough-Atkinson. https://power.mhi.com/regions/amer/news/250616

Hydrogen in Utility Plans (Survey of Western Utilities)

Utility	IRP Reference	Utility or State Emission Goal	Peak Demand (GW)	Hydrogen Discussed in the IRP?	Hydrogen Modeled as Resource Option?	First Year Available	Hydrogen in Preferred Portfolio?	Hydrogen Projects Proposed?
Arizona Public Service	2023 Integrated Resource Plan	Carbon neutral by 2050	9	Yes	No	-	No	No
Los Angeles Dept of Water & Power	2022 Strategic Long-Term Resource Plan	Carbon Free by 2035	6	Yes	Yes	2025	Yes	Yes
Public Service Co of New Mexico	2023 Integrated Resource Plan	Carbon-free by 2040	3	Yes	Yes	2040	Yes	No
PacifiCorp	2025 Integrated Resource Plan Update	Net-zero by 2050	11	Yes	Yes	2025	No	No
Puget Sound Energy	2023 Electric Progress Report	Carbon neutral by '30; carbon free by '45	5	Yes	Yes	2045	Yes	No
Salt River Project	2023 Integrated System Plan	82% reduction by '35; net-zero by '50	8	Yes	Yes	2030	No	No
Portland General Electric	2023 Clean Energy Plan & Integrated Resource Plan	Net-zero by 2040	5	Yes	Yes	2030	No	No
Public Service Co of Colorado	2024 Just Transition Solicitation	Net-zero by 2050	7	Yes	No	-	No	No
San Diego Gas & Electric	2022 Individual Integrated Resource Plan	Net-zero by 2045	5	Yes	No	-	No	No

Many utilities consider hydrogen combustion in their IRPs, but few include it explicitly in their preferred plans, and only LADWP has concrete plans to develop hydrogen-fueled generation in the immediate future

Hydrogen in Utility Plans (Survey of Western Utilities)

Utility	IRP Reference	Link
Arizona Public Service	2023 Integrated Resource Plan	https://www.aps.com/-/media/APS/APSCOM-PDFs/About/Our-Company/Doing-business-with-us/Resource-Planning-and-Management/APS_IRP_2023_PUBLIC.pdf?la=en&sc_lang=en&hash=DF34B49033ED43FF0217FC2F93A0BBE6
Los Angeles Dept of Water & Power	2022 Strategic Long-Term Resource Plan	https://www.ladwp.com/sites/default/files/2023-08/2022%20LADWP%20Power%20Strategic%20Long-Term%20Resource%20Plan_0.pdf
Public Service Co of New Mexico	2023 Integrated Resource Plan	https://www.pnm.com/documents/d/pnm.com/pnm-2023-irp-final-pdf
PacifiCorp	2025 Integrated Resource Plan Update	https://www.pacificorp.com/content/dam/pcorp/documents/en/pacificorp/energy/integrated-resource-plan/2025-irp/2025_IRP_Update.pdf
Puget Sound Energy	2023 Electric Progress Report	https://www.pse.com/-/media/PDFs/IRP/2023/electric/chapters/00_EPR23_ChapterBook_Final.pdf?rev=f0476b662a0c4d949ff03e2dfc9948d7&modified=20230331180618&hash=2CD35EC4CF8662CC31FB217F873B796A
Salt River Project	2023 Integrated System Plan	https://www.srpnet.com/assets/srpnet/pdf/grid-water-management/grid-management/isp/SRP-2023-Integrated-System-Plan-Report.pdf
Portland General Electric	2023 Clean Energy Plan & Integrated Resource Plan	https://downloads.ctfassets.net/416ywc1laqmd/6B6HLox3jBzYLXOBgskor5/63f5c6a615c6f2bc9e5df78ca27472bd/PGE_2023_CEP-IRP_REVISED_2023-06-30.pdf
Public Service Co of Colorado	2024 Just Transition Solicitation	https://xcelnew.my.salesforce.com/sfc/p/#1U0000011ttV/a/8b000003N3eC/gvZ1gnQkJDcOq3GrS1fxjdJQKe87VxEpFIxKEjurp48
San Diego Gas & Electric	2022 Individual Integrated Resource Plan	https://www.sdge.com/sites/default/files/regulatory/SDG%26E%202022%20Individual%20Integrated%20Resource%20Plan%20%28PUBLIC%29_0.pdf

Case Study: Los Angeles Department of Water & Power

- **Among utilities reviewed, LADWP is the only utility with concrete plans to develop hydrogen-fueled resources at two specific locations:**
- **Intermountain Power Project (IPP, 840 MW) - Delta, Utah**
  - LADWP serves as IPP's operating agent and project manager
  - Began commercial operations with natural gas only in 2025[1]; plans to use 100 percent hydrogen fuel by 2045[2]
  - IPP has secured green hydrogen supply from Chevron's under-construction Advanced Clean Energy Storage Delta project[3]
  - The ACES-Delta project is developing large-scale underground salt caverns to store green hydrogen, produced via electrolysis using renewable energy[4]
- **Scattergood Generating Station (346 MW) - Los Angles, CA[5]**
  - Construction of power plant is anticipated to begin in early 2026 and continue through late-2029
  - Units will initially be capable of operating with a 30% hydrogen blend, with a goal of transitioning to 100% by 2035
  - The necessary infrastructure for the production, delivery, and storage of green hydrogen needed to supply the proposed project currently does not exist
  - LADWP intends to work with third parties within the region to source hydrogen

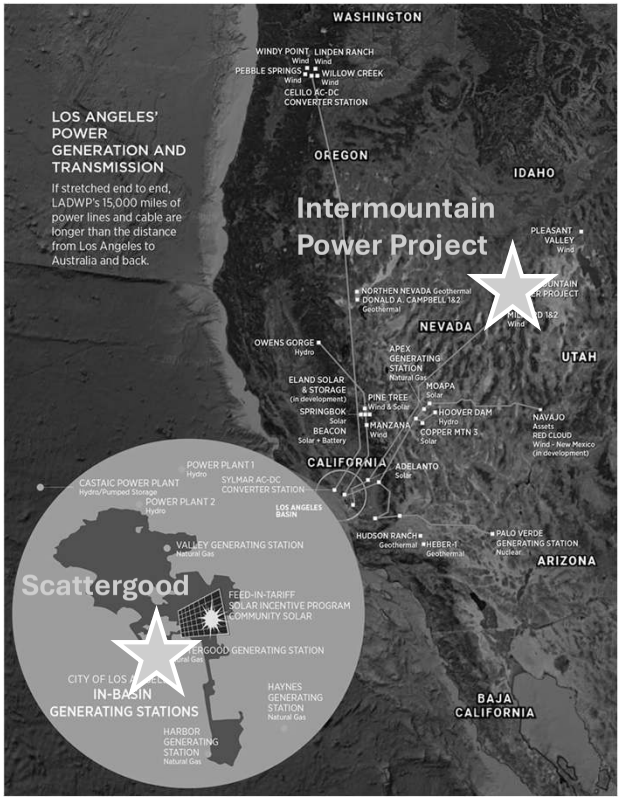


Image Source: Los Angeles Department of Water and Power (LADWP) (2022). Power Strategic Long-Term Resource Plan.

Sources:

[1] Power Engineering. (2022). Los Angeles officially exits coal. https://www.power-eng.com/coal/los-angeles-officially-exits-coal

[2] Intermountain Power Agency (IPA). IPP Renewed. https://www.ipautah.com/ipp-renewed

[3] Mitsubishi Heavy Industries (MHI) (2023). Americas News – Hydrogen / energy updates. https://power.mhi.com/regions/amer/news/20230912.html

[4] ACES Delta. Advanced Clean Energy Storage Project. http://aces-delta.com

[5] Los Angeles Department of Water and Power (LADWP). Scattergood Generating Station Units 1 & 2 Green Hydrogen-Ready Modernization Project. https://www.ladwp.com/community/construction-projects/west-la/scattergood-generating-station-units-1-and-2-green-hydrogen-ready-modernization-project

Hydrogen Production Projects in Western US



Image Source: Clean Energy Group. Hydrogen Projects in the US. https://www.cleanegroup.org/initiatives/hydrogen/projects-in-the-us/

- **Utah has the world's largest industrial *green hydrogen* facility, ACES Delta, demonstrating the technical feasibility of producing and storing hydrogen in Utah[1]**
  - The site features 220 MW of electrolysis capacity, producing up to ~100 tons of hydrogen per day
  - ACES Delta will supply the Intermountain Power Agency's (IPA) IPP Renewed Project, an 840 MW hydrogen-capable combined cycle power plant (expected 30% blending starting in 2026)
  - Project currently nearing completion and transitioning to operational status, with all 40 electrolyzers installed and tested at 100% load as of early 2026.
- **The Air Liquide hydrogen production facility located in Nevada produces hydrogen from natural gas using steam methane reforming (*grey hydrogen*)[2]**
  - Capable of producing 30 tons per day, most of which is transported to California to serve transportation end uses
  - Limited above-ground storage on site used to stage shipments

Sources:
[1] ACES Delta. Advanced Clean Energy Storage Project. http://aces-delta.com
[2] California Fuel Cell Partnership. (2022). Air Liquide inaugurates in the U.S. its largest liquid hydrogen production facility in the world. https://h2fcp.org/content/air-liquide-inaugurates-us-its-largest-liquid-hydrogen-production-facility-world

Inconsistent Policy Support for Co-firing Hydrogen for Power Generation in the United States

- Co-firing hydrogen has not been included in the EPA GHG standards for fossil fuel-fired power plants as the "best system of emissions reduction" under Section 111 of the Clean Air Act, so there is currently no federal policy requiring hydrogen fuel blending[1]
- DOE-Funded regional clean hydrogen hubs aim at building regional hydrogen ecosystems across the United States
  - After the passage of the One Big Beautiful Bill Act (OBBBA), federal funding for two hubs (ARCHES in California[2] and the Pacific Northwest Hydrogen Hub[3]) have been canceled.
- The Inflation Reduction Act (IRA) introduced tax credits to support the emerging hydrogen sector.
  - In the 2022 bill the 45V clean hydrogen production credit applied to facilities built by January 1, 2033[4]
  - After the passage of the OBBBA, the 45V will only apply to facilities built before January 1, 2028[5]
  - The clean electricity tax credit (48E and 45Y) requires the greenhouse gases emitted into the atmosphere by a facility in the production of electricity to not be greater than zero[6]

Sources:

[1] US Environmental Protection Agency (2024). Final Carbon Pollution Standards to Reduce Greenhouse Gas Emissions from Power Plants. https://www.epa.gov/system/files/documents/2024-04/cps-presentation-final-rule-4-24-2024.pdf

[2] ARCHES (2025). ARCHES CEO Angelina Galiteva on DOE's decision to cut federal funding for California hydrogen hub. https://archesh2.org/arches-ceo-angelina-galiteva-on-does-decision-to-cut-federal-funding-for-california-hydrogen-hub/

[3] PNWH2 (2025). PNWH2 Statement on DOE Funding Cuts. https://pnwh2.com/pnwh2-statement-on-doe-funding-cuts/

[4] US Congress (2022). H.R. 5376 – Inflation Reduction Act of 2022 (legislative text). https://www.congress.gov/bill/117th-congress/house-bill/5376/text

[5] US House of Representatives (2026a). 26 U.S. Code § 45V – Credit for production of clean hydrogen. https://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title26-section45V&num=0&edition=prelim

[6] U.S. House of Representatives (2026b). 26 U.S. Code § 48E – Clean electricity investment credit. https://uscode.house.gov/view.xhtml?req=(title:26%20section:48E%20edition:prelim)

2.b. Opportunities and Challenges for Hydrogen in Nevada



Energy+Environmental Economics

Infrastructure Readiness Hydrogen - Key Questions

Are natural resources and geologic conditions in Nevada conducive to the development of hydrogen production, storage, and/or transportation infrastructure?

How does the favorability of conditions for development of hydrogen infrastructure in neighboring states compare with Nevada?

Where could hydrogen fuel plausibly be produced and stored, and what infrastructure would be needed to transport the fuel to plants in Nevada?

Infrastructure Readiness of Hydrogen - Approach

- **To fully evaluate hydrogen viability, production, storage, and transport infrastructure in Nevada and surrounding areas must be considered.**
- **Hydrogen production, storage, and transportation options are screened at a high-level based on publicly available data**
- **This screening does not include any site specific or geospatial analysis**
- **The results of the screening analysis inform the cost calculation in Section 2.C.**

Additional Considerations

- **This analysis evaluates pipeline delivery of hydrogen produced at a remote location for the following reasons:**
  - A 500 MW facility burning hydrogen would consume up to approximately 900 tons of hydrogen per day when running at full capacity
  - Given this large volume, on-site storage or delivery via trucking would be impractical
- **Storage is needed for utility-scale hydrogen production because green hydrogen production via electrolysis occurs throughout the year in a manner not aligned with peaking needs**
- **Because large-scale hydrogen storage requires specific geology, the viable location of storage is the most constraining element of developing hydrogen-fueled resources**

Infrastructure Readiness of Hydrogen – Key Takeaways

Nevada faces multiple barriers in the development of hydrogen infrastructure—particularly lack of locations with demonstrated, large-scale hydrogen storage capabilities.

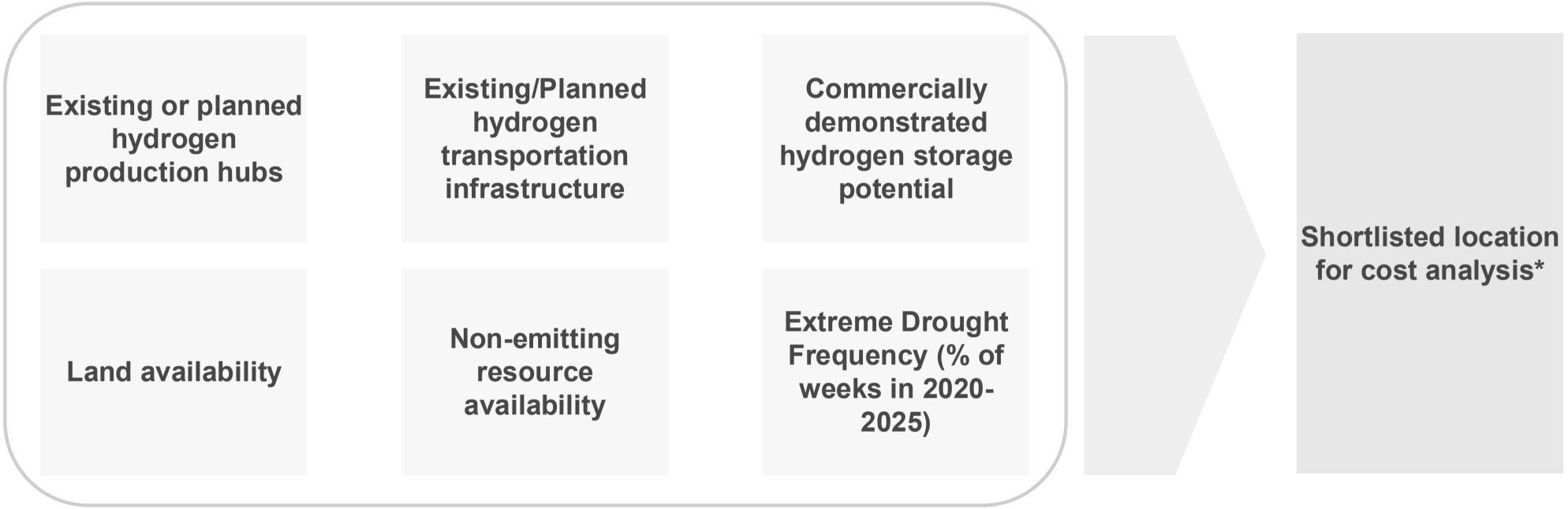
More promising options for hydrogen storage have been identified in neighboring states, suggesting the most plausible option would be to produce and store hydrogen out-of-state.

Given the amount of fuel required for utility-scale power plant operations, out-of-state storage would necessitate construction of a multi-state dedicated pipeline.

The upstream and midstream infrastructure necessary to supply a power plant in Nevada would face significant risks in permitting and construction.

Water scarcity and extreme drought risk pose challenges to hydrogen fuel production in all states evaluated.

Screening Criteria: Hydrogen Production, Transport and Storage Location



*States included in screening were those that both:
1) Share a border with Nevada; 2) have demonstrated hydrogen storage potential or hydrogen production hubs.

Screening Criteria: Hydrogen Fuels in Nevada

Favorable
Moderate
Challenging

Criteria	Conditions	Details
Existing or planned hydrogen production hubs[1]		There are currently no existing or planned clean hydrogen hubs in Nevada.
Land availability[2]		Sufficient unused land seems available. However, distance from hydrogen production hubs may increase the land requirement for pipelines
Solar resource availability[3]	+	Nevada has high solar irradiance
Hydrogen storage potential[4]		Nevada has few salt caverns, the best form of large-scale, long-term storage. Alternative storage potential might be available through mineralization, but more research is needed.
Existing or planned hydrogen pipeline infrastructure[5]		There are currently no existing or planned hydrogen pipelines in Nevada.
Extreme drought frequency [6]		Nevada has a dry climate and is prone to frequent droughts, which may limit water availability for electrolysis. 44% of weeks in 2020-2025 where at least 20% of the area experienced extreme drought)

[1] U.S. Department of Energy (2025) *Regional Clean Hydrogen Hubs Selections for Award Negotiations*. https://www.energy.gov/, [2]U.S. Bureau of Land Management (2025) *Frequently Requested Nevada Maps*. https://www.blm.gov/maps/frequently-requested/nevada [3] NLR (2025) *Solar Resource Maps and Data*. https://www.nlr.gov/gis/solar-resource-maps ,[4] NETL (2025) *Subsurface Hydrogen and Natural Gas Storage*. https://www.netl.doe.gov/projects/files/SubsurfaceHydrogenandNaturalGasStorageStateofKnowledgeandResearchRecommendationsReport_041122.pdf , [5] U.S. Department of Energy (2025) *Hydrogen Pipelines*. https://www.energy.gov/, [6] U.S. Drought Monitor (2025) *Timeseries*. https://droughtmonitor.unl.edu/DmData/TimeSeries.aspx

Screening Criteria: Hydrogen Production and Storage

Favorable
Moderate
Challenging

Criteria	NV	CA	UT	OR	AZ	Details
Existing or planned hydrogen production hubs[1]		~	+	~		In 2023, the U.S. DOE initially selected seven regional hydrogen hubs that would receive up to $7 billion dollars to help accelerate the large-scale production and use of clean hydrogen as part of the Bipartisan Infrastructure Law (IIJA). These included the ***California Hydrogen Hub*** (Alliance for Renewable Clean Hydrogen Energy Systems (ARCHES)) and the ***Pacific Northwest Hydrogen Hub*** encompassing Washington, Oregon, and Montana.[1] However, in 2025, funding was rolled back for these hubs, slowing further development.[2]
Land availability[3,4]	~	~	~	~	~	The Bureau of Land Management manages about 48 million acres of public lands in Nevada (63% of the state), 22 million acres in Utah (42% of the state), and 16.1 million acres in the Pacific Northwest. The 2024 Western Solar Plan identifies approximately 11.8 million acres available for solar application development in Nevada, 5 million acres in Utah, and 1.1 million acres in Oregon. However, while sufficient land is available for development, some projects have faced permitting delays.[5]
Solar resource availability[6]	+	+	+	~	+	Historic data from the EIA from 2014 – 2017 suggests that states in the Southwest United States including Nevada, California, Arizona, and Utah tend to have better solar resources and higher capacity factors. These are the states with the highest annual average daily total solar resource.
Commercially demonstrated hydrogen storage potential[7]		~	+		~	A 2022 DOE-NETL study explored subsurface hydrogen and natural gas storage potential in the US, including storage of hydrogen/gas blends. The study notes that salt caverns are the most mature storage technology demonstrated to date, but additional research and development is ongoing for alternative options including depleted oil and gas fields, saline aquifers and hard rock caverns and mines. California, Arizona and Utah are the only neighboring states where potential for salt cavern storage has been identified, and the ACES Delta facility in Utah has tested large-scale salt cavern storage.
Existing/Planned hydrogen transportation infrastructure[8]		~	~			Outside of the announced regional hydrogen hubs, there are currently no publicly announced planned long-distance hydrogen transportation pipelines. The Advanced Clean Energy Storage (ACES) project, under construction in Utah, plans to supply hydrogen to the nearby Intermountain power plant via pipeline.
Extreme Drought Frequency[9]						All Western states considered have significant drought risk that could limit availability of water for electrolysis.

Sources listed on following slide

Data Sources

References for Screening Criteria
[1] U.S. Department of Energy (2025) *Regional Clean Hydrogen Hubs Selections for Award Negotiations*. https://web.archive.org/web/20250120015549/https:/www.energy.gov/oced/regional-clean-hydrogen-hubs-selections-award-negotiations
[2] U.S. Department of Energy (2025) Energy Department Announces Termination of 223 Projects, Saving Over $7.5 Billion. https://www.energy.gov/articles/energy-department-announces-termination-223-projects-saving-over-75-billion
[3] U.S. Bureau of Land Management (2025) *Frequently Requested Nevada Maps*. https://www.blm.gov/maps/frequently-requested/nevada
[4] U.S. Bureau of Land Management (2025) *BLM Oregon/Washington*. https://www.blm.gov/oregon-washington
[5] PV Magazine (2025) *After a five-month freeze, BLM finally advances a solar project*. https://pv-magazine-usa.com/2025/12/17/after-a-five-month-freeze-blm-finally-advances-a-solar-project/
[6] U.S. Energy Information Administration (2019) *Southwestern states have better solar resources and higher solar PV Factors*. https://www.eia.gov/todayinenergy/detail.php?id=39832
[7] National Energy Technology Laboratory (2025) *Subsurface Hydrogen and Natural Gas Storage*. https://www.netl.doe.gov/projects/files/SubsurfaceHydrogenandNaturalGasStorageStateofKnowledgeandResearchRecommendationsReport_041122.pdf
[8] U.S. Department of Energy (2025) *Hydrogen Pipelines*. energy.gov/eere/fuelcells/hydrogen-pipelines
[9] Mitsubishi Power (2023) *Mitsubishi Power Delivers First Shipment of Equipment to ACES Delta Hub for Clean Hydrogen Production at one of the largest systems in construction*. https://power.mhi.com/regions/amer/news/20231026.html
[10] U.S. Drought Monitor (2025) *Timeseries*. https://droughtmonitor.unl.edu/DmData/TimeSeries.aspx

Screening Criteria: Renewable Resources for Green Hydrogen Production

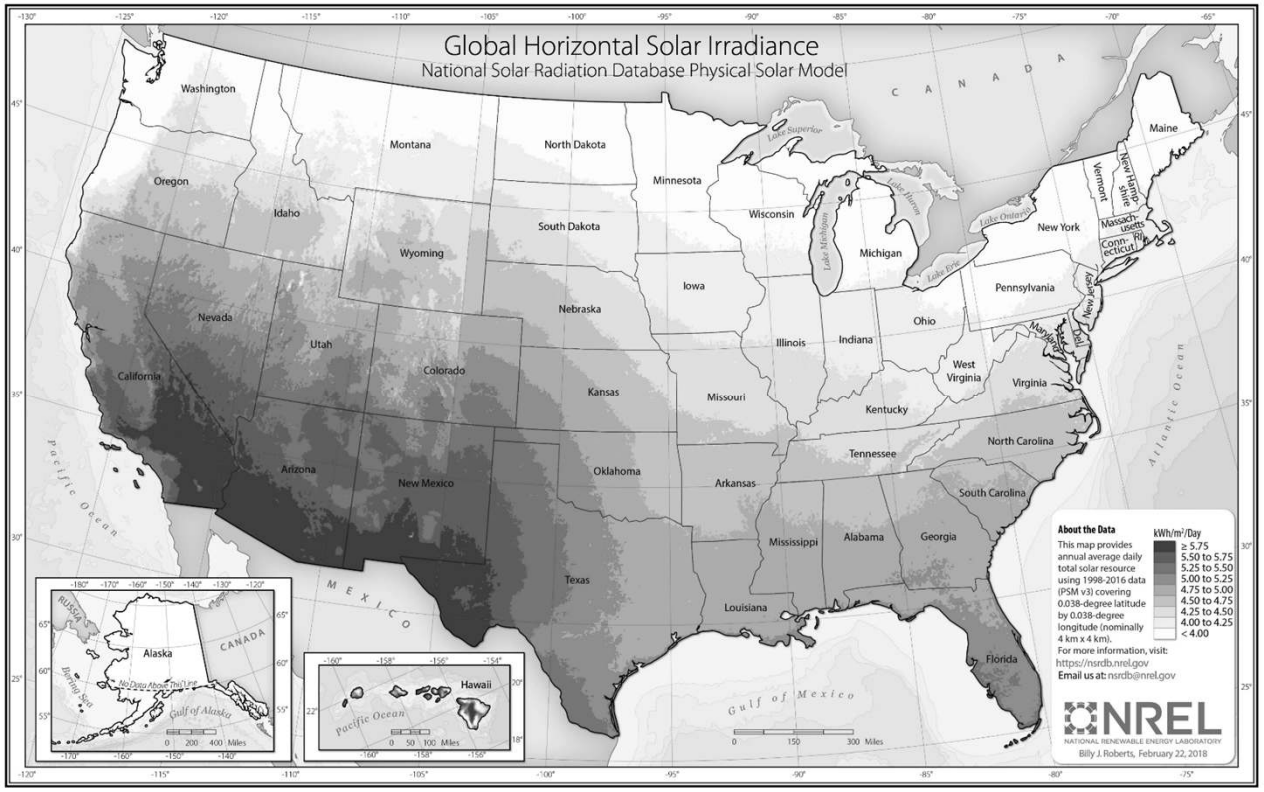


Image Source: National Renewable Energy Laboratory (NREL). (2025). Solar Resource Maps and Data. https://www.nrel.gov/gis/solar.html.

- **Green hydrogen may be produced with either:**
  - Dedicated renewable energy that is co-located with electrolysis facilities
  - Electricity delivered over the transmission system, coupled with specified renewable energy purchases
- **High quality solar resources are relatively abundant across the southwestern states, including California, Nevada, Arizona, and New Mexico (see map)**
- **Wind energy and other renewables may also be used to produce green hydrogen, but are more locationally constrained**
- **Because of (1) flexibility in how electrolyzers are supplied and (2) the prevalence of renewable potential across the region, the quality of renewable resources is not a primary consideration in evaluating viability of hydrogen production at specific locations**

Geologic Formations Suitable for Hydrogen Storage

- **Underground hydrogen storage requires specific geologic conditions (e.g., thick salt, high-quality reservoirs, competent seals) that are not widely distributed across the Western U.S.**
- **Research on hydrogen storage in the West has been primarily led by academic institutions and national laboratories**
  - Studies typically provide screening-level and modeling-based assessments that leverage existing geologic data sets
  - Aimed at identifying candidate storage sites
- **With limited site-specific empirical testing, technical and economic viability of underground storage in the West remains largely unproven at scale**

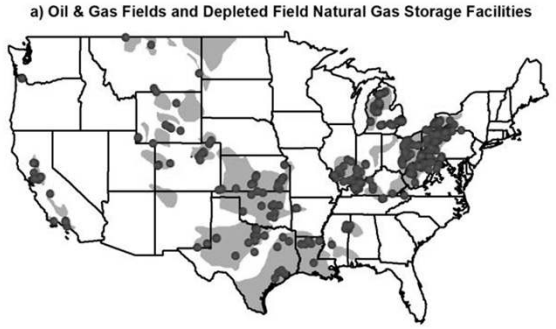
	Depleted Gas Fields	Salt Caverns	Hardrock Outcroppings	Saline Aquifers
Technology Maturity	Technology is immature for H_2 storage	Technology is mature	Technology is immature	Technology is immature
Storage Performance (leakage, purity, cycling)	Demonstrated to trap buoyant fluids; established favorable flow and seal properties; slower response, less flexible	Relatively low leakage risk but geomechanical deformation may lead to well integrity issues; very fast injection/withdrawal	Relatively rapid storage/delivery rates and an excellent candidate for peak loads	Fewer or no legacy wells to cause leakage risk but may not support fluctuating load demand; uncertain reservoir and sealing properties
Cost	Lowest	Low–moderate	High	Highest
Scalability	Very high (large potential storage volume)	Medium (site-limited)	Low–medium	Very high
Geographic availability	Regionally constrained	Limited (salt basins only)	Regionally constrained	Largest lateral availability and possible capacity
Use case fit	Long-term and large volume storage	Short-term but high flexibility (**best for power systems**)	Niche / strategic storage	Long-term and large volume storage (less proven)

Source: US Department of Energy (2022). Subsurface hydrogen and natural gas storage: State of knowledge and research recommendations. https://www.osti.gov/servlets/purl/1846632/.

Multiple Options for Geologic Hydrogen Storage – but Limited Potential in Nevada

Based on existing studies of geologic storage potential, the most promising options for hydrogen storage in the West include (a) depleted oil and gas fields and (d) salt domes – but neither have been identified as options in Nevada

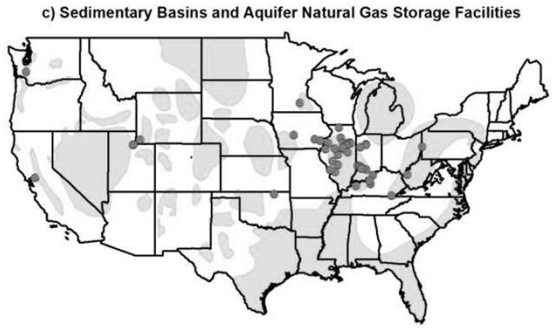
Known technology, typically low cost, but no options for development in Nevada

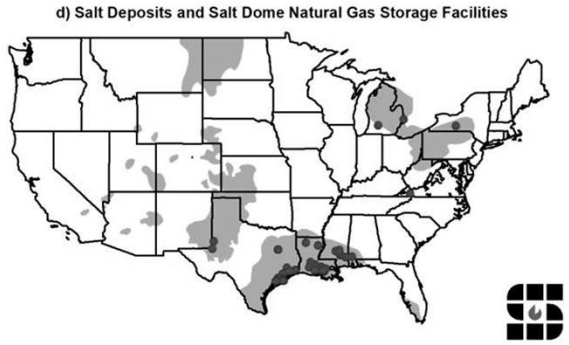




Unproven technology; no options for development in Nevada

Expansive theoretical potential, but technology has not been proven, is inefficient, and would be high cost





Proven technology (existing facilities in Gulf Coast), typically low cost, but require very specific geologic formations that are rare in the West

Image Source: US Department of Energy (2022). Subsurface hydrogen and natural gas storage: State of knowledge and research recommendations. https://www.osti.gov/servlets/purl/1846632/

More Promising Options for Underground Storage Identified in Neighboring States

Advanced Clean Energy Storage (ACES) project, under development in Utah, will utilize underground salt caverns to store green hydrogen

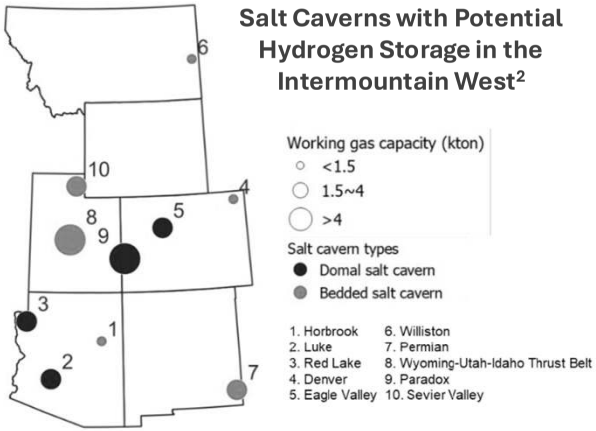
Project under development to support **hydrogen co-firing plans at the Intermountain Power Plant**

Described as **"…the only known "Gulf Coast"-style domal-quality salt formation in the western U.S."[1]**

Anticipated total storage capacity of 11,000 tons of hydrogen fuel

Literature has identified potential salt caverns and other geological formations as candidates for hydrogen storage in nearby states

Closest options for salt cavern storage identified in Arizona and Utah[2]



Salt Caverns with Potential Hydrogen Storage in the Intermountain West[2]

Larger distances to potential saline aquifers and depleted gas fields in Wyoming, Colorado, and New Mexico[2,3]

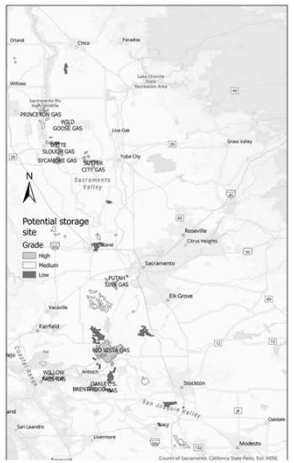
Depleted gas fields in California have also been studied as an option for underground storage

Team of researchers at Stanford, Texas A&M, and Harvard evaluated 182 depleted gas storage fields across Northern California

Ten candidate sites identified as having suitable geology for hydrogen storage[2]

Storage capacity across ten sites exceeds a total of 200 million tons of hydrogen fuel

Northern California Depleted Gas Fields[4]



California Energy Commission currently funding research into additional opportunities for depleted gas fields[5]

References:

[1] WSP. (2023). WSP completes drilling two wells at hydrogen hub. https://www.wsp.com/en-us/news/2023/advanced-clean-energy-hub-drilling-completed-utah

[2] Chen, F., et al. (2022). Technical and economic feasibility analysis of underground hydrogen storage: A case study in the Intermountain West region, USA. https://arxiv.org/pdf/2209.03239

[3] Zhao, W., et al. (2025). Techno-economic analysis and site screening for underground hydrogen storage in the Intermountain-West region, United States. International Journal of Hydrogen Energy. https://doi.org/10.1016/j.ijhydene.2025.02.095

[4] Okoroafor, E. R., et al. (2024). Assessment of hydrogen storage potential in depleted gas fields and power-to-hydrogen conversion efficiency: A Northern California case study. International Journal of Hydrogen Energy. https://doi.org/10.1016/j.ijhydene.2024.05.239

[5] California Energy Commission. (2024). GFO-23-503 – Feasibility of underground hydrogen storage in California. https://www.energy.ca.gov/solicitations/2024-04/gfo-23-503-feasibility-underground-hydrogen-storage-California

Transportation of Hydrogen Fuels from Storage to Plant

- **Multiple modes of hydrogen transportation are possible, but both the scale of power plant needs and likely distance of transport indicate that dedicated pipeline would be most practical option**
  - If operated eight hours per day, a 500 MW CT would consume approximately 300 tons per day (up to 900 tons for 24 hours of operations)
  - Due to lack of viable storage options identified in Nevada, fuel would likely be stored and transported from out of state, meaning a haul of hundreds of miles
- **A single 30-inch pipeline at 70 bar could transport up to 3,000 tons per day, meaning that development of a large regional pipeline would require either:**
  - A much larger buildout of hydrogen-fueled generation within a corridor capable of being served by a single pipeline, or
  - A broader demand for hydrogen fuels in the region and commercial interest from other potential off-takers

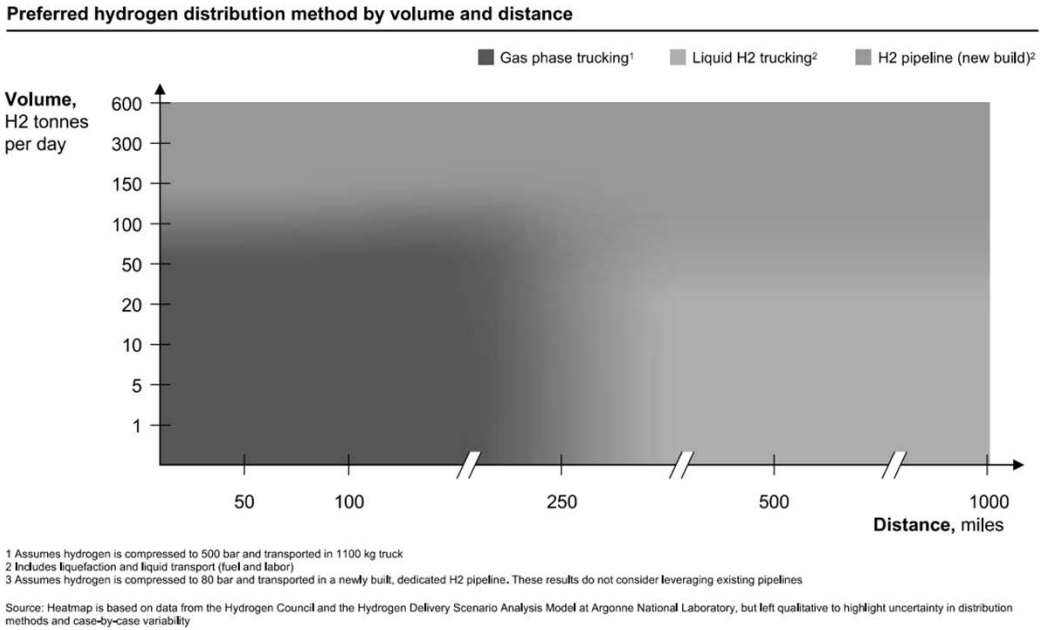


Image Source: US Department of Energy (2023). Pathways to Commercial Liftoff: Clean Hydrogen. https://h2fcp.org/system/files/cafcp_members/2024%20DOE%20Pathways%20to%20Commercial%20Liftoff%20-%20Clean%20Hydrogen.pdf

Hydrogen Pipeline Risks

Category	Description
Market and Commercial[1,2]	• Potential load factor mismatch if the plants are peakers; pipeline utilization may be low and volatile • Stranded asset risk if either the supply or demand of hydrogen contracts
Permitting & Siting[3,4]	• Large portion of land in Nevada is under federal control, meaning that National Environmental Policy Act (NEPA) review would be required • Permitting and siting a right-of-way across multiple states would require approvals from multiple state and federal agencies • Protracted approval processes or community opposition could lead to multi-year delays and cost escalation prior to construction
Technical & Operational Integration[4]	• Hydrogen pipelines require higher-performance materials to avoid hydrogen embrittlement (diffusion of atomic hydrogen into steel, reducing its ductility, toughness, and resistance to cracking) • Leak detection and sealing standards must be tighter than typical gas line due to smaller hydrogen molecules
Reliability & Safety[4,5]	• Hydrogen ignition characteristics can produce intense fires; consequence management is central. • Long rural corridors between Utah and Nevada can lead to long response time, limited equipment for hydrogen incidents, need for coordination protocols with counties and state agencies • High temperature in Nevada can stress compressor stations and affect maintenance cycles and equipment performance
Financial & Capital Structure[4,6]	• Hydrogen pipelines have higher and more uncertain capex than analogous natural gas lines. • Delays in permitting can cascade into financing and offtake deadlines.

Note: not all risks listed would be borne directly by NV Energy as a pipeline offtaker, but would affect the viability of constructing and operating a hydrogen pipeline in Nevada and the costs at which those services could be offered to offtakers

Sources:

[1] Rodriguez, M. M., Chyong, C. K., Fitzgerald, T., & Martínez, M. V. (2025). Pipeline regulation for hydrogen: Choosing between paths and networks.

[2] Karpus, V. J., Jacob, I., Moore, E. J., & Morgan, M. G. (2025). Risks in the design of regional hydrogen hub systems: A review and commentary. Risk Analysis, 45(5), 581–599.

[3] Clean Air Task Force. Regulatory framework for hydrogen in the U.S. https://www.catf.us/resource/regulatory-framework-hydrogen-us/

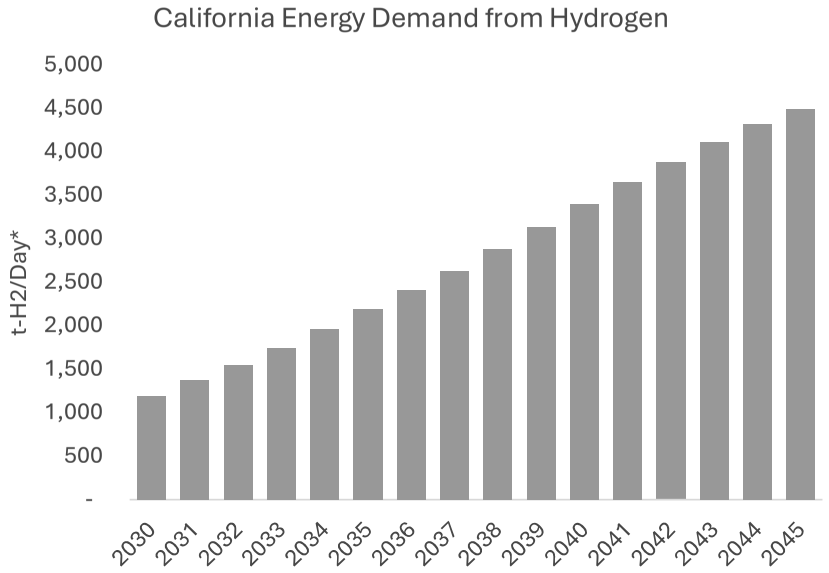
[4] Parfomak, P. W. (2021). Pipeline transportation of hydrogen: Regulation, research, and policy. Congressional Research Service. https://www.congress.gov/crs-product/R46700

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[6] National Petroleum Council (2025). Bottleneck to breakthrough: A permitting blueprint to build. https://www.energy.gov/sites/default/files/2025-12/NPC_Permitting_report_2025-12-3.pdf.

Screening Criteria: Hydrogen Demand in Neighboring Jurisdictions

- Given the volumes of hydrogen required to operate a utility-scale hydrogen plant, it is a necessary precondition that there be a broader demand for hydrogen to support infrastructure.
- A key assumption for this analysis is that there will be sufficient regional hydrogen demand to build pipelines and storage facilities.
- Given this, as a part of the analysis, E3 reviewed hydrogen demand in neighboring jurisdictions.
- The figure on the right demonstrates the energy demand for hydrogen from the 2022 California Air Resources Board (CARB) Scoping Plan
- Despite aggressive decarbonization goals in California, the overall share of hydrogen demand stays at or below 5% of total energy demand in California through the 2030s, and only makes up less than 10% of the energy demand in 2045
- Note, this 2022 scoping plan does not reflect impacts of the recent reduction in the 45V clean hydrogen production credit or the clean electricity tax credits (48E and 45Y)



*assumes a HHV of 0.13 MMBtu-HHV/kg
Data Source: California Air Resources Board. (2022). 2022 Scoping Plan for Achieving Carbon Neutrality. https://ww2.arb.ca.gov/our-work/programs/scoping-plan.

2.c. Hydrogen Cost Assessment



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Hydrogen Cost Assessment – Key Questions

What are the costs to construct and operate a combustion turbine with hydrogen fuels?

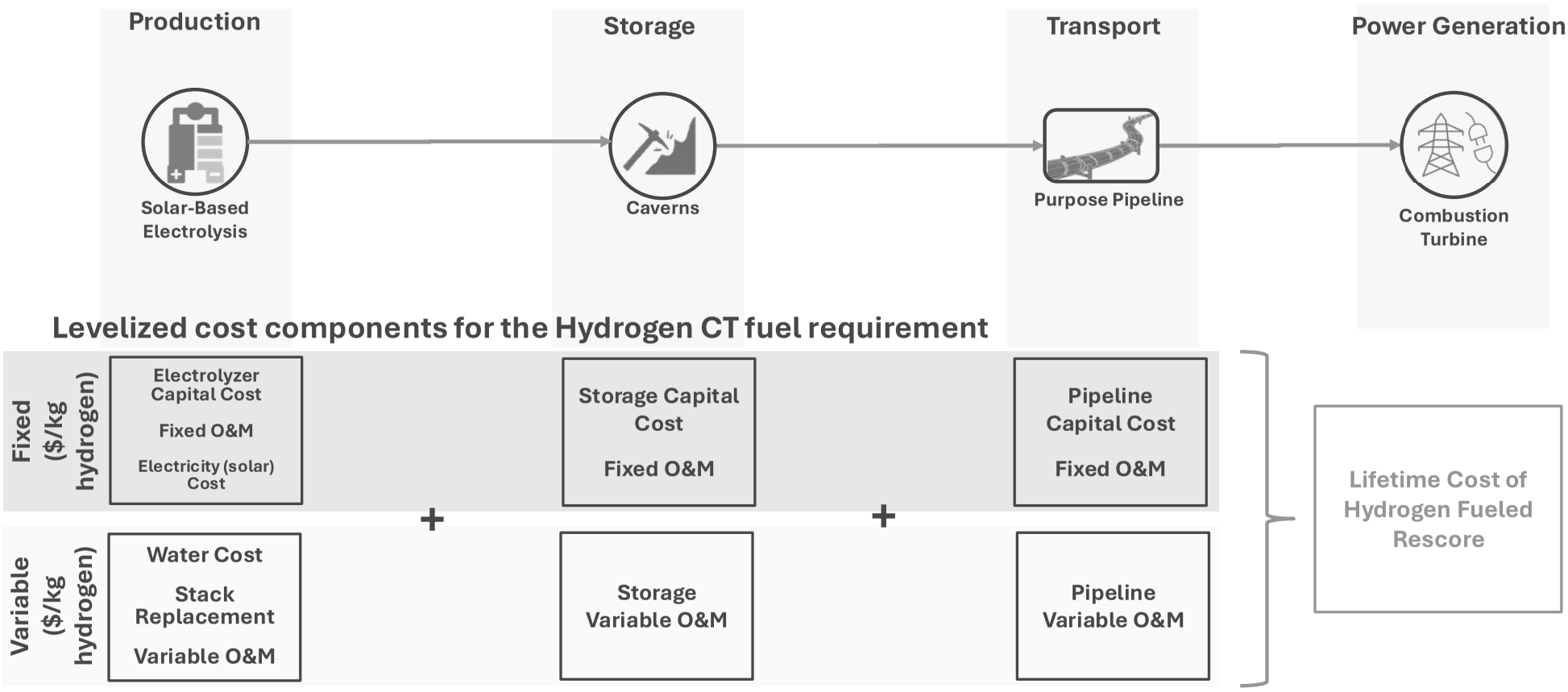
How does this compare to the costs of constructing and operating a benchmark resource fueled with natural gas?

Approach to Cost Calculation: Hydrogen

E3 uses the results of the screening analysis to estimate the cost of owning and operating a green hydrogen fueled unit including:

+ **Production:** Solar-fueled alkaline electrolysis
  - Costs are calculated based on the capital costs for building an alkaline electrolyzer and the levelized cost of owning and operating a solar resource in Utah to fuel electrolysis
+ **Storage:** Salt caverns in Utah
+ **Transport:** Purpose built pipeline
  - Hydrogen transport costs are based on the lifecycle cost to build and operate a pipeline
  - NV Energy would incur costs based on their volumetric share of hydrogen needed to operate the hydrogen
  - This methodology assumes that there is broader demand in the region for hydrogen fuel transport
+ **Power Generation:** Combustion Turbine
  - Lifecycle costs are calculated for 4 generating facilities with the same electric generation output based on blended hydrogen and natural gas operations:
    - Natural Gas CT (0% H2)
    - Natural Gas CT (10% H2 Blend)
    - Natural Gas CT (30% H2 Blend)
    - Hydrogen CT (100% H2)
  - Note: hydrogen is blended based on the % of energy generated from hydrogen, not on a volumetric basis

Approach to Cost Calculation: Hydrogen



Key Cost Inputs and Assumptions

	Combustion Turbine (Gas Fueled)		Combustion Turbine (Hydrogen Fueled)	
	Value	Notes	Value	Notes
Capital Cost	$1,220/kW	Default assumption from NLR 2024 ATB	$1,260/kW	Assumes 3% cost adder based on NLR Report
Investment Tax Credit	-		30%	For 100% hydrogen fueled and 0 emission only
Fixed O&M	$27/kW-yr	Default assumption from NLR 2024 ATB	$27/kW-yr	Default assumption from NLR 2024 ATB
Variable O&M	$8/MWh	Default assumption from NLR 2024 ATB	$8/MWh	Default assumption from NLR 2024 ATB
Fuel Price	$4/MMBtu	Reflects first-year fuel price in 2035 based on 2025 EIA AEO forecast for natural gas prices in Rockies region	$30/MMBtu	Reflects hydrogen production cost of $4/kg, calculated based on lifecycle costs of hydrogen electrolysis facility and dedicated solar resource in Utah
Fuel Transport	$1/Dth-day	Current posted tariff rate for firm service on the Ruby and Tuscarora pipelines.	$2/Dth-day	Calculated assuming capital cost of $183,000/inch-mile for 680 mile 30-inch pipeline based on EHB 2023 data
Fuel Storage	-		$4/kg-$H_2$	Annual fixed cost calculated assuming 10 days of salt cavern storage with additional variable cost of $0.04/kg$H_2$ based on ANL: Papadias 2021 & FERC 2004
Annual Capacity Factor	15%	Generic modeling assumption	15%	Generic modeling assumption
Heat Rate	9,700 Btu/kWh	Default assumption from NLR 2024 ATB	10,400 Btu/kWh	Adjusted from default to reflect HHV differences for natural gas and hydrogen

Net Present Value for CT Frame, 2035 COD

- **The cost estimates are based on running a hydrogen CT at an average capacity factor of 15% over its lifetime**
- **Hydrogen fuel costs assume:**
  - Production of green hydrogen in Utah with solar power
  - Hydrogen storage in underground salt caverns
  - Transportation of hydrogen via 680-mile pipeline to centralized hub for delivery to generation facilities
  - Sufficient demand for underlying infrastructure with pipeline and storage costs allocated by average utilization of capacity
- **Assuming a 2035 COD, the high-level cost of a natural gas CT with a 100% hydrogen blend is higher than a fully gas-powered CT due to estimated fuel costs**

	CT Frame (0% H2)	CT Frame (10% H2 Blend)	CT Frame (30% H2 Blend)	CT Frame (100% H2)
Lifecycle Costs (NPV 2025$MM, COD 2035)				
Capital	$773	$796	$796	$796
Fixed O&M	$191	$191	$191	$191
Variable O&M	$72	$72	$72	$72
ITC	$0	$0	$0	-$231
Natural Gas (Commodity)	$375	$365	$335	$0
Natural Gas (Transportation)	*$848*	*$825*	*$757*	*$0*
Hydrogen (Production)	*$0*	*$81*	*$314*	*$2,894*
Hydrogen (Transportation)	*$0*	*$46*	*$178*	*$1,639*
Hydrogen (Storage)	*$0*	*$18*	*$68*	*$631*
Total Cost	**$2,259**	**$2,393**	**$2,711**	**$5,992**
Incremental Cost with ITC		**$134**	**$451**	**$3,732**
Incremental Cost without ITC				**$3,963**
Lifecycle (tons)				
Total CO2 Emissions	**10,133,433**	**9,849,399**	**9,037,930**	**0**
CO2 Emissions Reduction		**284,033**	**1,095,503**	**10,133,433**
Abatement Cost ($/ton)				
CO2 Abatement Cost (with ITC)				$931
CO2 Abatement Cost (w/o ITC)		$1,195	$1,042	$989

Key assumptions: 500 MW plant operating at 15% capacity factor over a 30-year economic life

Key References Used in Cost Evaluation

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European Hydrogen Backbone (2023) EHB 2023 Implementation Roadmap – Part 1. https://www.ehb.eu/files/downloads/EHB-2023-Implementation-Roadmap-Part-1.pdf
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U.S. Department of Energy (2024) Pathways to Commercial Liftoff: Clean Hydrogen – December 2024 Update. https://climateprogramportal.org/wp-content/uploads/2025/02/Pathways-to-Commercial-Liftoff_Clean-Hydrogen_December-2024-Update.pdf
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3.a. Market Readiness of Carbon Capture & Storage

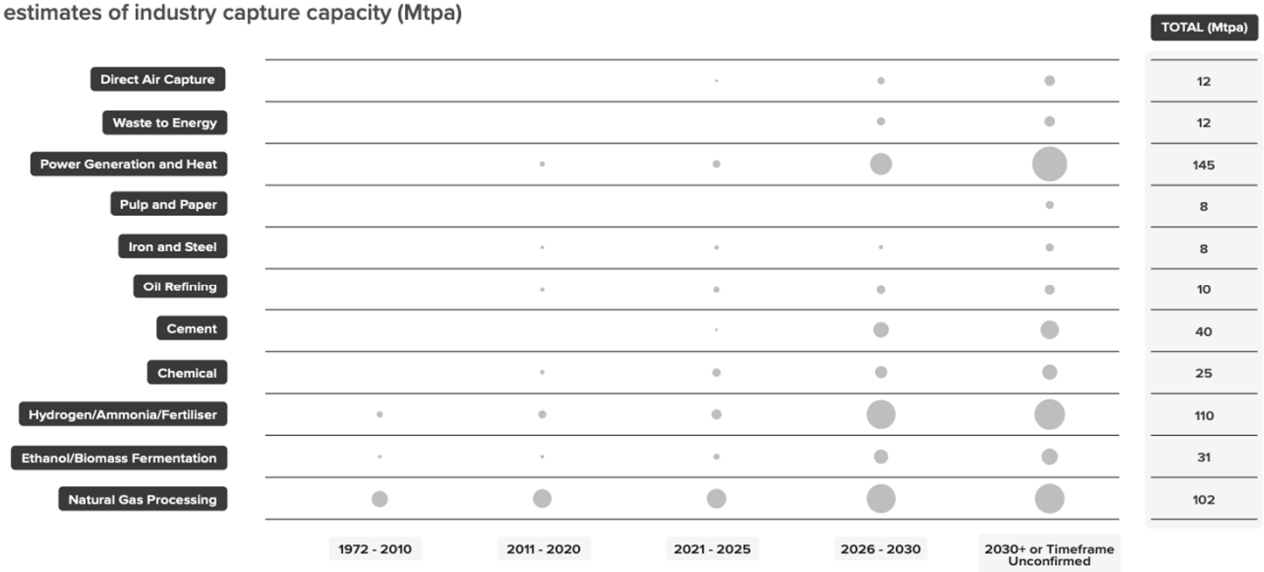


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CCS Introduction

- Carbon capture and storage (CCS) is a through which CO_2 emissions are captured at their source through chemical processes and stored underground to prevent its release to the atmosphere[1]
- CCS technologies have applications across many sectors[2]

Projected estimates of industry capture capacity (Mtpa)



Sources:
[1] Lawson (2024) DOE's Carbon Capture and Storage (CCS) and Carbon Removal Programs. https://www.congress.gov/crs-product/IF11861
[2] Global CCS Institute (2025) GLOBAL STATUS OF CCS 2025 https://www.globalccsinstitute.com/wp-content/uploads/2025/10/Global-Status-of-CCS-2025-report-9-October.pdf

- In the power sector, natural gas generation with CCS capability are an emerging option for a clean (low-carbon) firm resource

Post-Combustion CO_2 Capture

- **Carbon capture systems require additional energy to separate, capture, and compress CO_2**
  - In post-combustion capture, CO_2 is absorbed into a liquid solvent
  - The solvent must be heated to release CO_2
- **The additional heat required for solvent regeneration reduces the net power output of the plant [1].**

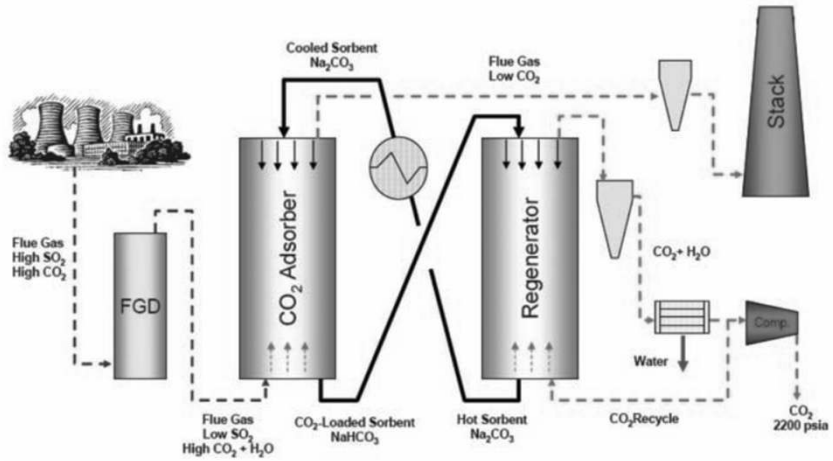


Diagram of Post-Combustion Carbon Capture[2]

Sources:

[1] Jenni, K. E., Baker, E. D., & Nemet, G. F. (2013). Expert elicitations of energy penalties for carbon capture technologies. *International Journal of Greenhouse Gas Control*, *12*, 136-145.

[2] U.S. Department of Energy (2015). Compendium of Carbon Capture Technology. https://www.netl.doe.gov/sites/default/files/netl-file/Carbon-Capture-Technology-Compendium.pdf

CO_2 storage approaches

- **Saline formations** (most widely used for emissions reductions): CO_2 is injected into deep saline aquifers where it is trapped in porous rock through structural, residual, and geochemical mechanisms[1]
- **Enhanced Oil Recovery (EOR)**: CO_2 is injected into active oil fields to increase oil production, with a portion of the CO_2 permanently stored underground[1]
- **Gas or oil fields**: CO_2 is injected into depleted oil and gas reservoirs for long-term storage in formations that have already proven capable of trapping hydrocarbons[1]
- **Enhanced Coal Bed Methane recovery (ECBM)**: CO_2 is injected into unmineable coal seams where it adsorbs onto coal surfaces, displacing methane while storing CO_2[1]
- **Carbon mineralization**: CO_2 is injected into reactive rock (e.g., basalt), where it chemically reacts to form solid carbonate minerals, locking carbon in a very stable form[2]

Sources:
[1] IPCC (2025) Carbon Dioxide Capture and Storage (https://www.ipcc.ch/report/carbon-dioxide-capture-and-storage/)
[2] Raza, A., Glatz, G., Gholami, R., Mahmoud, M., & Alafnan, S. (2022). Carbon mineralization and geological storage of CO2 in basalt: Mechanisms and technical challenges. Earth-Science Reviews, 229, 104036.

Market Readiness of CCS – Key Questions

What is the current state of CCS in the United States and internationally?

To what extent have CCS technologies been successfully used in the power sector?

How are utilities similar to NV Energy evaluating thermal resources with CCS in their resource plans?

Market Status of CCS – Key Takeaways

There are a limited number of operational Natural Gas Power Plants with CCS in North America and worldwide.

Petra Nova – a coal-fired power plant in Texas – is currently the only large-scale operational power plant with carbon capture in the United States, and the CO2 is primarily used for enhanced oil recovery

Out of seven peer utilities in the Western US evaluated, no utilities included a natural gas-fired resource with CCS in their resource plans

CCS Technology & Market Readiness Globally

- **Across all industries, 77 CCS projects are operational globally; roughly 700 are under development**
  - Most applications of CCS currently operational are in other sectors
- **In the power sector, there are fewer than 10 projects in operations globally, and most off these are coal-fired power plants**

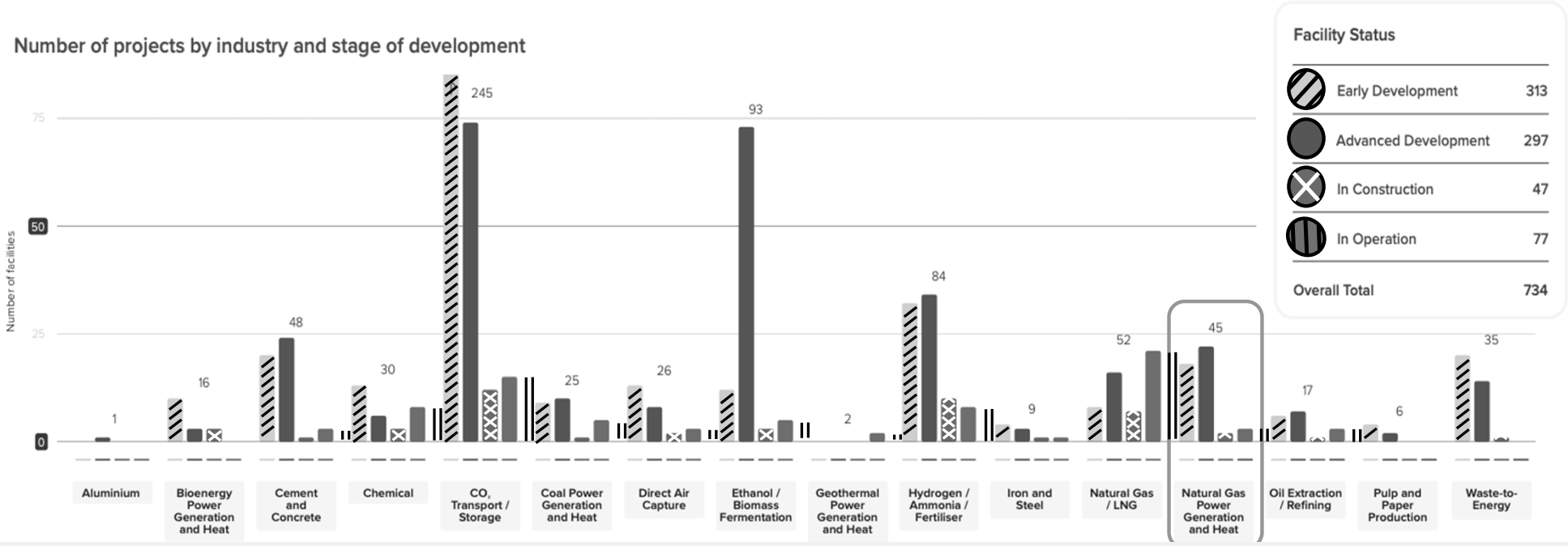
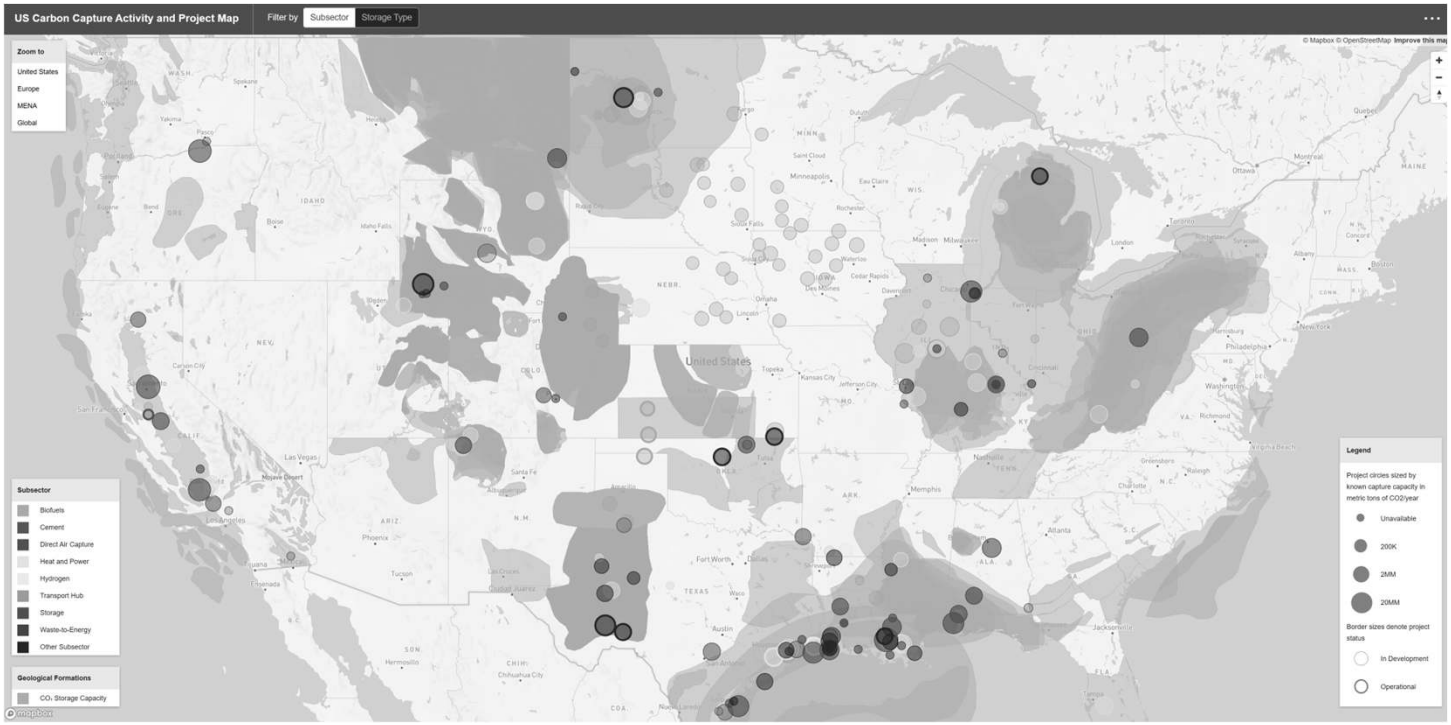


Image adapted from: Global CCS Institute (2025). Global Status of CCS 2025. https://www.globalccsinstitute.com/wp-content/uploads/2025/10/Global-Status-of-CCS-2025-report-9-October.pdf.

Locations of CCS Projects in the United States (All Industries)

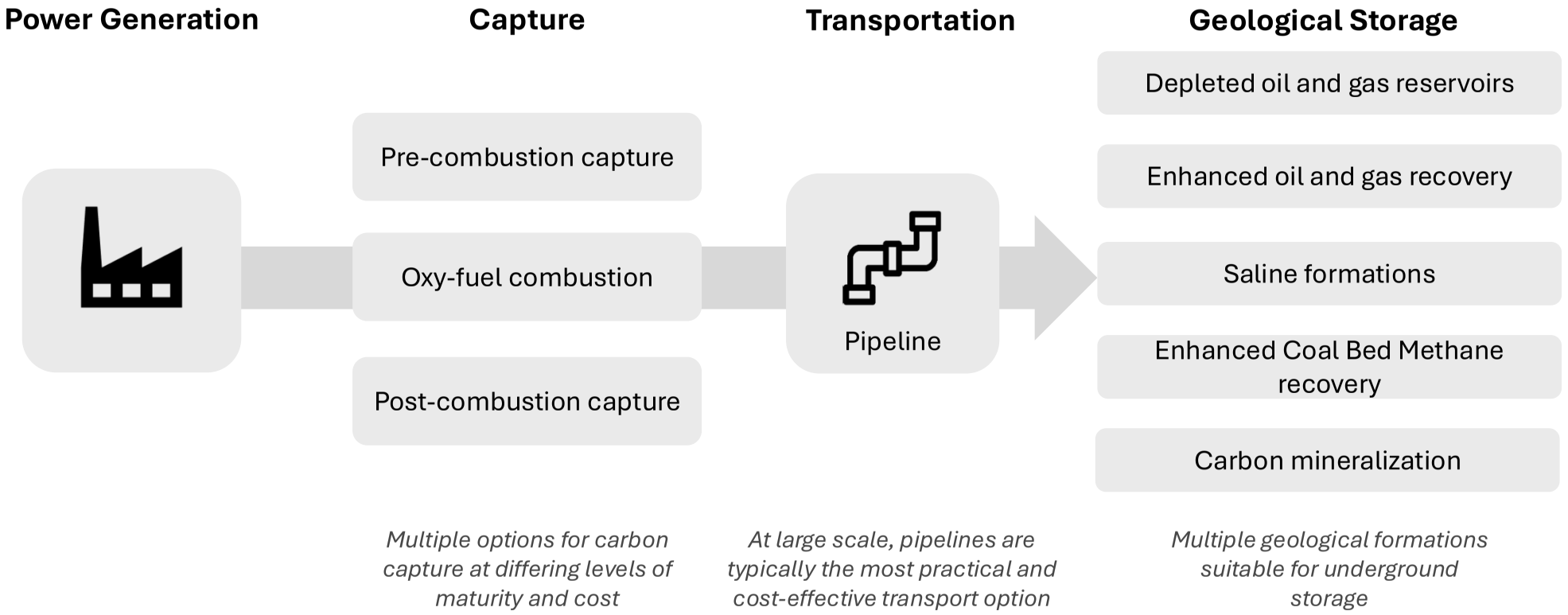
- **Largest concentrations of CCS projects are located in several select regions:**
  - Permian Basin and Gulf Coast
  - California Central Valley
  - Illinois Basin
- **Most existing and planned projects are located in close proximity to geological formations with favorable conditions for underground storage**

Existing & Under Development CCS Projects in the United States



Map Source: Clean Air Task Force. U.S. Carbon Capture Project Map. https://stephenjlee.github.io/catf-ccus/#/geomapfc.

Application of CCS in the Power Sector: Capture, Transport, and Storage



Mechanisms for Carbon Capture at Natural Gas Power Plants

- **Post-combustion capture:** CO_2 is removed from flue gas after combustion, typically using amine solvent absorption (the dominant commercial technology)[2]
- **Pre-combustion capture**: Fuel is converted into syngas (H_2 + CO_2), and CO_2 is separated before combustion (used in gasification plants)[3]
- **Oxy-fuel combustion:** Fuel is burned in pure oxygen, producing a CO_2-rich exhaust stream[4]
- **This study focuses on post-combustion capture as it is the most widely accepted technology.**

Sources:
[1] Congressional Research Service. (2024). DOE's carbon capture and storage (CCS) and carbon removal programs (IF11861). https://www.congress.gov/crs-product/IF11861
[2] Castro, J. J., Quevedo, L. V., Vargas, J. C., & Orozco, G. A. (2025). Recent advances in solvent development for carbon capture. *Separation and Purification Technology*, 134962.
[3] US Department of Energy. Pre-Combustion Carbon Capture Research. https://www.energy.gov/hgeo/pre-combustion-carbon-capture-research.
[4] Talei, S., Fozer, D., Varbanov, P. S., Szanyi, A., & Mizsey, P. (2024). Oxyfuel combustion makes carbon capture more efficient. *ACS omega*, *9*(3), 3250-3261.

Options for Carbon Storage

Approach	Description	Technological Maturity	Theoretical Potential
Saline Formations[1]	CO_2 is injected into deep saline aquifers where it is trapped in porous rock through structural, residual, and geochemical mechanisms	**High** *(multiple operational projects worldwide)*	**High**
Oil and Gas Reservoirs[1]	CO_2 is injected into oil and gas fields that are either (a) still producing, which can boost production ("enhanced oil recovery," or "EOR") to improve project economics; or (b) fully depleted	**High** *(used for oil & gas extraction for several decades)*	**Moderate**
Unmineable Coal Deposits[1]	CO_2 is injected into unmineable coal seams where it adsorbs onto coal surfaces, displacing methane while storing CO_2 ("enhanced coal bed methane recovery," or "ECBM")	**Low**	**Low**
Mineralization[2]	CO_2 is injected into reactive rock (e.g., basalt), where it chemically reacts to form solid carbonate minerals, locking carbon in a very stable form	**Low** *(early-stage; limited commercial deployment)*	**Theoretically High** *(no standardized national assessments)*

Sources:
[1] Congressional Research Service (2022). Carbon Capture and Sequestration (CCS) in the United States. https://www.congress.gov/crs-product/R44902.
[2] Raza, A., Glatz, G., Gholami, R., Mahmoud, M., & Alafnan, S. (2022). Carbon mineralization and geological storage of CO2 in basalt: Mechanisms and technical challenges. Earth-Science Reviews, 229, 104036.

Two Operational Utility-Scale Power Plants with CCS in North America

	Petra Nova	SaskPower Boundary Dam
Region	Texas, US	Saskatchewan, CA
Capacity (MW)	240	115
Fuel Type	**Coal**	**Coal**
Operational Year	2017-2020; 2023 - now	2014 - now
Storage Type or Utilization	Enhanced oil recovery	Enhanced oil recovery and deep saline formation
Carbon Capture Rate	>90% when operating at 100% capacity. However, the facility experienced the assortment of system challenges, leading to a high number of outages and making it hard to maintain the capture levels[1]	57% in real-world operations (facility has not been run at full capacity due to technical and economic challenges)[2]
CCS Incentives	• Received $190 million from the US Department of Energy and project management support from the Department's National Energy Technology Laboratory • CO_2 used for enhanced oil recovery, creating revenue and mature CO_2-EOR infrastructure exists in that area	• Canada has required coal units to meet a strict emissions performance standard and accelerated the phase-out of coal plants without CCS • CO_2 used for enhanced oil recovery, creating revenue • By reducing emissions below tax thresholds, the facility can avoid carbon taxes

Sources:

[1] U.S. Department of Energy. (2019). W.A. Parish post-combustion CO_2 capture and sequestration demonstration project: Final scientific/technical report. https://www.osti.gov/servlets/purl/1608572

[2] Canadian Broadcasting Corporation. (2024). Missed emissions goals at Sask. carbon capture project raising questions. https://www.cbc.ca/news/canada/saskatoon/boundary-dam-carbon-capture-missing-emmision-goals-1.7191867

Natural Gas CCS Power Plants Under Development in the US

Facility	Capacity (MW)	Region	Announced COD	Drivers
Sutter Carbon Capture[1]	**550**	California, US	2027*	• Selected by DOE for a cost-sharing agreement • The SMUD has a 2030 zero-carbon plan and California law targets carbon neutrality by 2045
Broadwing Energy (Google)[2]	**>400**	Illinois, US	2030	• Google climate goals to operate on carbon-free energy 24/7 by 2030 • Illinois has existing CO_2 storage infrastructure that enables CCS **

*** The expected COD was before the DOE funding cancellation in 2025.**

**** The storage site, where the CO_2 from Broadwing Energy will be stored, experienced leaks in 2024 due to corroded monitoring wells, causing CO_2 and brine to migrate into unauthorized underground zones[3]**

+ **Several other natural gas CCS projects received DOE funding for carbon capture demonstration and large-scale pilot programs, including Lake Charles Power Station, Polk Power Station, Baytown Carbon Capture and Storage, and Cane Run Generation Station[4]. However, none of them have projected COD.**
+ **Despite aggressive decarbonization in California, there remains limited demand for gas with CCS and there are currently no large-scale CCS plants operating in the state**

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[1] Calpine Corporation (n.d.). Sutter carbon capture project. https://www.calpine.com/carbon-capture-and-sequestration-ccs/sutter-carbon-capture/

[2] Data Center Dynamics (2024). Google backs 400MW gas power plant tied to carbon capture in Illinois. https://www.datacenterdynamics.com/en/news/google-backs-400mw-gas-power-plant-tied-to-carbon-capture-in-illinois/

[3] U.S. Environmental Protection Agency (2024). EPA orders Archer Daniels Midland to ensure environmental compliance at carbon sequestration facility. https://www.epa.gov/newsreleases/epa-orders-archer-daniels-midland-ensure-environmental-compliance-carbon-sequestration

[4] POWER Magazine (2024). Billions in federal funding earmarked for power plant CCS projects: Here's a snapshot. https://www.powermag.com/billions-in-federal-funding-earmarked-for-power-plant-ccs-projects-heres-a-snapshot/

Utility Resource Plan Comparison: Gas Resources with CCS

Utility	IRP Reference	Utility or State Emission Goal	Peak Demand (GW)	Gas with CCS Discussed in the IRP?	Gas with CCS Modeled as Resource Option?	First Year Available	Gas with CCS in Preferred Portfolio?	Gas with CCS Projects Proposed?
Arizona Public Service	2023 Integrated Resource Plan	Carbon neutral by 2050	9	Yes	Yes	Not specified	No	No
Los Angeles Dept of Water & Power	2022 Strategic Long-Term Resource Plan	Carbon Free by 2035	6	No	No	-	No	No
Public Service Co of New Mexico	2023 Integrated Resource Plan	Carbon-free by 2040	3	Yes	Yes	2032	No	No
PacifiCorp	2025 Integrated Resource Plan Update	Net-zero by 2050	11	No	No	-	No	No
Puget Sound Energy	2023 Electric Progress Report	Carbon neutral by '30; carbon free by '45	5	No	No	-	No	No
Salt River Project	2023 Integrated System Plan	82% reduction by '35; net-zero by '50	8	Yes	Yes	2035	No	No
Portland General Electric	2023 Clean Energy Plan & Integrated Resource Plan	Net-zero by 2040	5	No	No	-	No	No
Public Service Co of Colorado	2024 Just Transition Solicitation	Net-zero by 2050	7	No	No	-	No	No
San Diego Gas & Electric	2022 Individual Integrated Resource Plan	Net-zero by 2045	5	Yes	No	-	No	No

Two utilities in Arizona and one in New Mexico modeled combined-cycle gas turbine with CCS (CCGT-CCS) as available resources in their IRPs but none of them have CCS in their preferred portfolios.

Utility Resource Plan Comparison: Gas Resources with CCS

Utility	IRP Reference	Link
Arizona Public Service	2023 Integrated Resource Plan	https://www.aps.com/-/media/APS/APSCOM-PDFs/About/Our-Company/Doing-business-with-us/Resource-Planning-and-Management/APS_IRP_2023_PUBLIC.pdf?la=en&sc_lang=en&hash=DF34B49033ED43FF0217FC2F93A0BBE6
Los Angeles Dept of Water & Power	2022 Strategic Long-Term Resource Plan	https://www.ladwp.com/sites/default/files/2023-08/2022%20LADWP%20Power%20Strategic%20Long-Term%20Resource%20Plan_0.pdf
Public Service Co of New Mexico	2023 Integrated Resource Plan	https://www.pnm.com/documents/d/pnm.com/pnm-2023-irp-final-pdf
PacifiCorp	2025 Integrated Resource Plan Update	https://www.pacificorp.com/content/dam/pcorp/documents/en/pacificorp/energy/integrated-resource-plan/2025-irp/2025_IRP_Update.pdf
Puget Sound Energy	2023 Electric Progress Report	https://www.pse.com/-/media/PDFs/IRP/2023/electric/chapters/00_EPR23_ChapterBook_Final.pdf?rev=f0476b662a0c4d949ff03e2dfc9948d7&modified=20230331180618&hash=2CD35EC4CF8662CC31FB217F873B796A
Salt River Project	2023 Integrated System Plan	https://www.srpnet.com/assets/srpnet/pdf/grid-water-management/grid-management/isp/SRP-2023-Integrated-System-Plan-Report.pdf
Portland General Electric	2023 Clean Energy Plan & Integrated Resource Plan	https://downloads.ctfassets.net/416ywc1laqmd/6B6HLox3jBzYLXOBgskor5/63f5c6a615c6f2bc9e5df78ca27472bd/PGE_2023_CEP-IRP_REVISED_2023-06-30.pdf
Public Service Co of Colorado	2024 Just Transition Solicitation	https://xcelnew.my.salesforce.com/sfc/p/#1U0000011ttV/a/8b000003N3eC/gvZ1gnQkJDcOq3GrS1fxjdJQKe87VxEpFIxKEjurp48
San Diego Gas & Electric	2022 Individual Integrated Resource Plan	https://www.sdge.com/sites/default/files/regulatory/SDG%26E%202022%20Individual%20Integrated%20Resource%20Plan%20%28PUBLIC%29_0.pdf

3.b. Opportunities and Challenges for CCS in Nevada



Energy+Environmental Economics

Infrastructure Readiness CCS - Key Questions

Are natural resources and geologic conditions in Nevada conducive to the development of carbon storage and/or transportation infrastructure?

How does the favorability of conditions for development of CCS infrastructure in neighboring states compare with Nevada?

Where could carbon be stored and how would that carbon be delivered from resources in Nevada?

Infrastructure Readiness of CCS - Approach

- **To fully evaluate CCS viability, carbon storage and transport infrastructure in Nevada and surrounding areas must be considered.**
- **Carbon storage and transportation options were screened at a high-level based on publicly available data**
- **This screening does not include any site specific or geospatial analysis**
- **The results of the screening analysis inform the cost calculation in Section 3.C.**

Additional Considerations

- **This analysis evaluates pipeline delivery of captured carbon to a remote location for the following reasons:**
  - A 500 MW facility with 95% carbon capture would require up to approximately 4,000 tons of carbon to be transported per day when running at full capacity
  - Given this large volume, on-site storage or delivery via trucking would be impractical
- **Because large-scale carbon storage requires specific geology, the viable location of storage is the most constraining element of developing gas with CCS resources**

Infrastructure Readiness of CCS - Key Takeaways

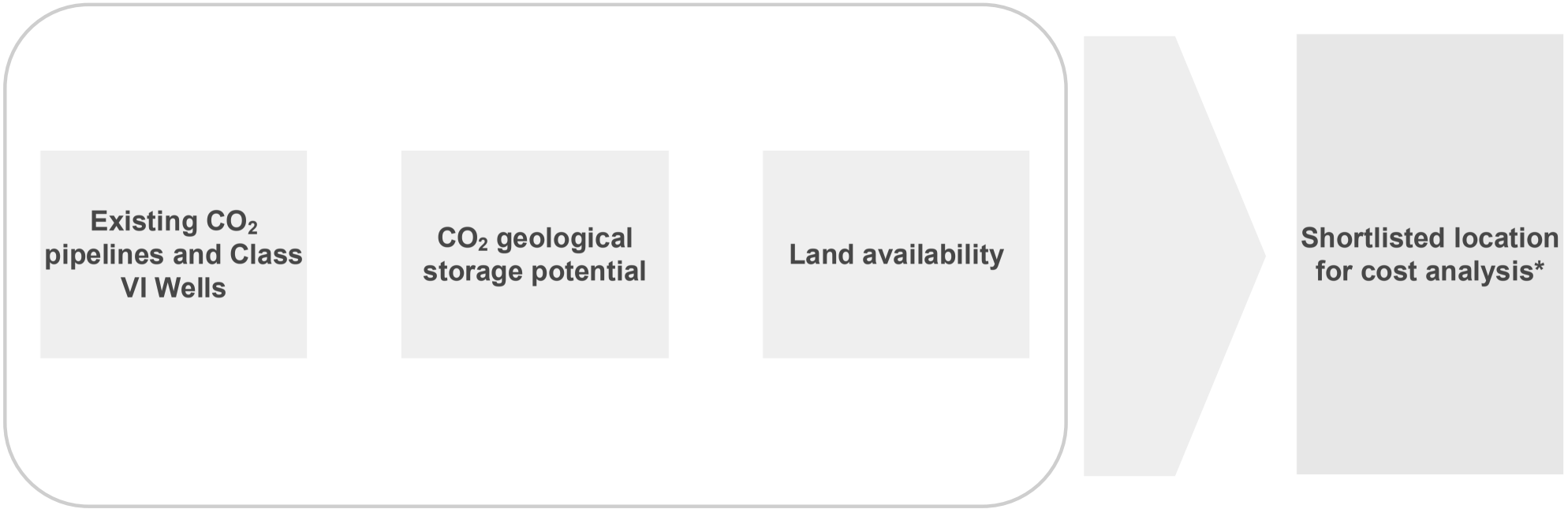
Nevada faces multiple barriers in the development of in-state infrastructure to support carbon capture and sequestration—particularly lack of locations with demonstrated, large-scale carbon storage capabilities.

More promising options for carbon storage have been identified in neighboring states, suggesting the most plausible option for applying CCS to NV Energy's resources would be to transport captured carbon to an out of state storage facility.

Transportation of captured carbon emissions to out-of-state storage would require construction of a multi-state dedicated pipeline.

The upstream and midstream infrastructure necessary to supply a NV power plant would face significant risks including stranded asset risk and permitting delays, among others.

Screening Criteria: Carbon Sequestration Sites



*States included in screening were those that both:
1) Share a boarder with Nevada; 2) have viable geologic carbon storage locations.
Although it does not share a border, Wyoming was also included given existing carbon pipeline infrastructure.

Screening Criteria: CCS in Nevada

Favorable
Moderate
Challenging

Criteria	Conditions	Details
Existing CO_2 pipelines and Class VI Wells[1]	-	There are currently no existing CO_2 pipelines and Class VI Wells in Nevada.
CO_2 storage potential[2,3]	-	There is limited sequestration potential in Nevada due to limited saline formations. Opportunities for enhanced oil recovery applications are also limited.
Land availability[4]	~	Sufficient unused land seems available. However, distance from sequestration sites may increase the land requirement for pipelines.
Extreme drought frequency [5]	-	Nevada has a dry climate and is prone to frequent droughts, which may limit water availability for electrolysis. 44% of weeks in 2020-2025 where at least 20% of the area experienced extreme drought)

Source: [1]Great Plains Institute (2020) *Regional CO_2 Transport Infrastructure Action Plan*. https://www.betterenergy.org/wp-content/uploads/2020/06/GPI_RegionalCO2Whitepaper.pdf; [2]U.S. Environmental Protection Agency (2026) *Class VI Wells Used for Geologic Sequestration of Carbon Dioxide*. https://www.epa.gov/uic/class-vi-wells-used-geologic-sequestration-carbon-dioxide ; [3]U.S. Department of Energy, National Energy Technology Laboratory (2025) National Carbon Sequestration Database and Geographic Information System (NATCARB) Atlas. https://www.netl.doe.gov/coal/carbon-storage/strategic-program-support/natcarb-atlas; [4] Bureau of Land Management (2026) *Nevada Frequently Requested Maps*. https://www.blm.gov/maps/frequently-requested/nevada; [5]U.S. Drought Monitor (2026) *Time Series Data*. https://droughtmonitor.unl.edu/DmData/TimeSeries.aspx

Screening Criteria: Carbon Sequestration Sites

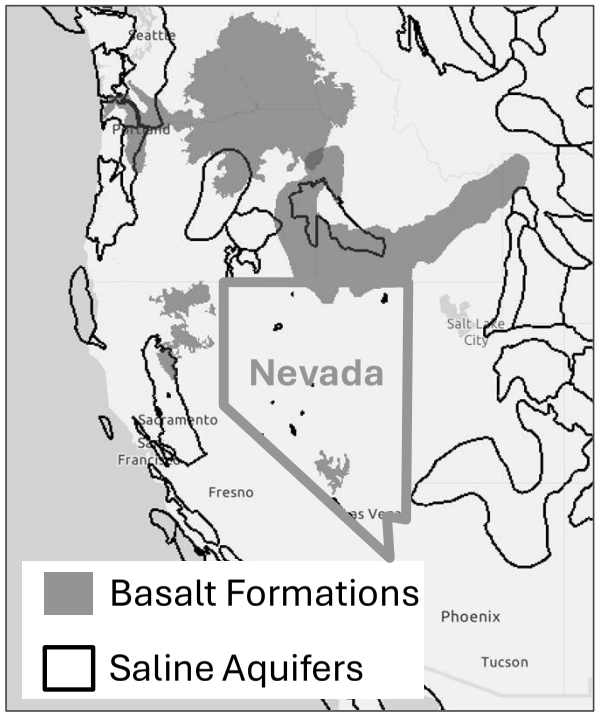
Favorable
Moderate
Challenging

Metric	NV	CA	WY	UT	OR	AZ	ID	Details
Existing CO_2 pipelines[1]	-	-	+	-	-	-	-	Wyoming is the only neighboring state with existing CO_2 pipeline infrastructure largely used of enhanced oil recovery but that could be repurposed for sequestration based on favorable geology.
Class VI Wells[2 3]	-	~	~	-	-	-	-	Under the Underground Injection Control (UIC) Program, the U.S. Environmental Protection Agency manages permitting for Class VI wells used for injecting CO_2 into deep rock formations. California and Wyoming are the only neighboring states with pending Class VI well permits to facilitate geological sequestration.
CO_2 geological storage potential[4]	-	+	+	+	+	+	+	To date, deep saline formations are the regarded as one of the most viable options for carbon dioxide sequestration. Arizona, California, Idaho, Oregon, Utah, and Wyoming are the neighboring states with identified saline formations that could be used for carbon sequestration.
Multi-state permitting	+	~	-	~	~	~	~	Out of state geologic carbon storage would require a large pipeline across multiple states and would be subject to permitting and siting challenges. Wyoming would be particularly challenging given the pipeline would pass through three states.

Source: [1]Abramson, E., McFarlane, D., & Brown, J. (2020) *Transport Infrastructure for Carbon Capture and Storage*. https://www.betterenergy.org/wp-content/uploads/2020/06/GPI_RegionalCO2Whitepaper.pdf; [2]U.S. Environmental Protection Agency (2026) *Class VI Wells Used for Geologic Sequestration of Carbon Dioxide*. https://www.epa.gov/uic/class-vi-wells-used-geologic-sequestration-carbon-dioxide; [3]Wyoming State Geological Survey (2024) *Oil, Natural Gas, and CCUS Summary (2023)*. https://www.wsgs.wyo.gov/products/wsgs-2024-OG-summary.pdf; [4]U.S. Department of Energy, National Energy Technology Laboratory (2025) *National Carbon Sequestration Database and Geographic Information System (NATCARB) Atlas*. https://www.netl.doe.gov/coal/carbon-storage/strategic-program-support/natcarb-atlas

Limited Carbon Dioxide Storage Potential Identified in Nevada

NETL:NATCARB Viewer (2.0)[1]



Saline Formations

"There does not appear to be much potential in Nevada for CO2 sequestration through disposal in saline aquifers. Among the potential deep parts of alluvial basins, few remain after eliminating areas of potential potable water, geothermal resources, and mineral resources. Within the remaining areas, little is known about porosities, permeabilities, or salinities of aquifers at depths greater than 1 km."[2]

Enhanced Oil Recovery

"…the oil fields in Nevada tend not to have much associated natural gas, implying that gas originally associated with the fields has escaped. Injected CO2 would likely leak to the surface as well. In addition, the oil fields in Nevada are small relative to fields in many other parts of the United States, and some of the Nevada fields are considerably hotter than ideal conditions for maintaining a dense CO2 phase underground."[2]

Basalt Mineraliz-ation

"…the longevity and feasibility of long-term, large-scale mineralization operations to store the levels of CO_2 needed to address the present climate crisis is unknown."[3]

"Research is needed to develop carbon mineralization processes and evaluate the geologic storage potential for both subsurface CO2 injection and surface carbon mineralization processes… Alternative large capacity options that require less investigation might be available sooner in neighboring states…"[4]

Sources:

[1] National Energy Technology Laboratory (2015). National Carbon Sequestration Atlas, 5th Edition. https://edxspatial.arcgis.netl.doe.gov/maps/edxspatial-natcarb-index.html.

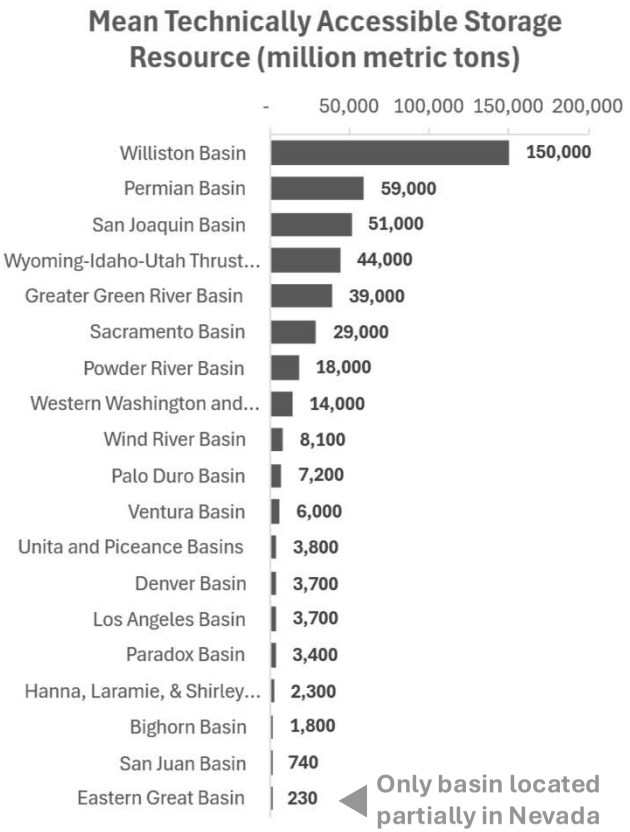
[2] Price, J. G., et al,. (2005). Preliminary assessment of the potential for carbon dioxide disposal by sequestration in geological settings in Nevada. *Nevada Bureau of Mines and Geology Report*, *51*, 35.

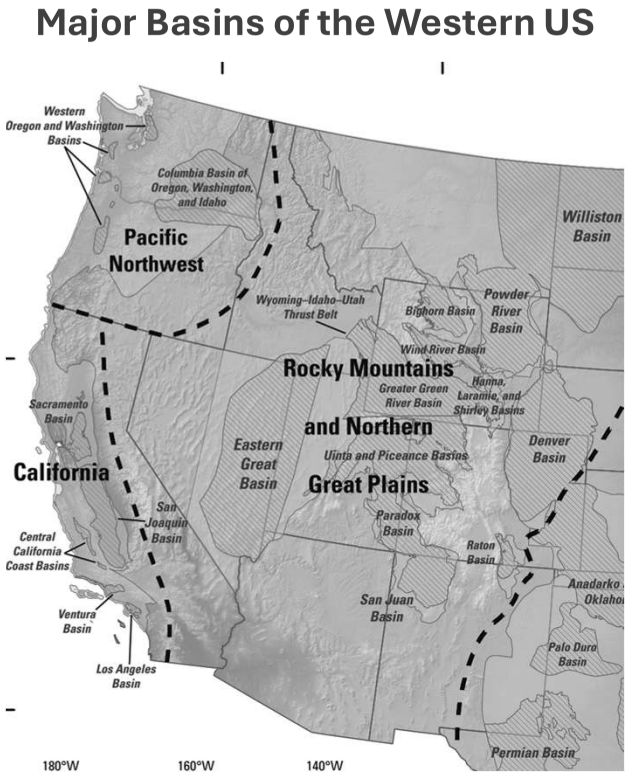
[3] Nisbet, H. et al. Carbon Mineralization in Fractured Mafic and Ultramafic Rocks: A Review. https://agupubs.onlinelibrary.wiley.com/doi/full/10.1029/2023RG000815.

[4] Pilorgé, H., et al. (2022). *Net-Zero Nevada: From Pledge to Action.*

Assessment of Storage Potential Across the Western US

- **A national assessment published in 2012 by the United States Geological Survey (USGS) quantified the national technical potential for underground storage of 3,000 gigatons across 36 basins**
- **Of this total, roughly 10% is located in the Western US, with the largest potential opportunities in:**
  - California's Central Valley
  - The Permian Basin in New Mexico and Texas
  - Basins in eastern Utah and southwestern Wyoming
- **Only 230 million tons of storage capacity (roughly 0.01% of the national total) were identified in the Eastern Great Basin, the only potential geological formation present in the state of Nevada**





Map and Data Source: United States Geological Survey (2013). National Assessment of Geologic Carbon Dioxide Storage Resources—Results. https://doi.org/10.3133/cir1386

CO_2 Transport

- A 500 MW NG 2-on-1 Combined Cycle (F-Frame) gas plant without CCS will emit approximately 180 tons of CO_2 per hour when running at full capacity
- Existing studies show that pipelines are the most cost-effective transport mode for long distances and high CO_2 transport volumes[1,2]
- Based on the CO_2 shipping distance between Nevada and the potential storage site in surrounding states, the shipping demand during peak hours for multiple gas plants, and future scalability, transportation by pipeline would be the preferred distribution method

References:
[1] Becattini, V., Gabrielli, P., Antonini, C., Campos, J., Acquilino, A., Sansavini, G., & Mazzotti, M. (2022). Carbon dioxide capture, transport and storage supply chains: Optimal economic and environmental performance of infrastructure rollout. *International Journal of Greenhouse Gas Control*, *117*, 103635.
[2]Ashkavand, M., Scheffler, M., Heineken, W., Solomon, M. D., & Birth-Reichert, T. (2025). Techno-economic assessment of liquefied CO2 transport via trucking. International journal of greenhouse gas control, 147, 104491.

CO_2 Pipeline Risks

+ Market and Commercial Risk[1]

- Carbon pipelines face underutilization and stranded asset risk due to limited long-term, large-scale CCS projects in the West.

+ Permitting & Siting Risk[2]

- Similar to hydrogen pipelines, building linear infrastructure across multiple jurisdictions may lead to multi-year delays and cost escalation before construction begins.

+ Technical & Operational Integration Risk[3]

- CO_2 impurity will accelerate corrosion in pipelines, so stricter impurity management and corrosion control are needed.
- There may be mismatch between capture plant output and pipeline flow requirements.

+ Reliability & Safety Risk[4,5]

- Most important risks include CO_2 release hazards (dense gas dispersion and oxygen displacement), emergency response readiness in rural areas and single pipeline dependency for CO_2 transport.

+ Financial & Capital Structure Risk[6,7]

- Upfront capital costs for long-distance pipelines are very high and long permitting periods may lead to cost escalation.

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[2] Parfomak, P. W. (2025). Carbon dioxide (CO_2) pipelines: Safety, siting, and eminent domain. https://www.congress.gov/crs-product/IN12575

[3] Yan, T., Xu, L. C., Zeng, Z. X., & Pan, W. G. (2024). Mechanism and anti-corrosion measures of carbon dioxide corrosion in CCUS: A review. iScience, 27(1).

[4] U.S. Department of Transportation (2023). DOT proposes new rule to strengthen safety requirements for carbon dioxide pipelines. https://www.transportation.gov/briefing-room/usdot-proposes-new-rule-strengthen-safety-requirements-carbon-dioxide-pipelines

[5] National Public Radio (2023). Carbon capture pipelines face growing opposition. https://www.npr.org/2023/05/21/1172679786/carbon-capture-carbon-dioxide-pipeline

[6] Global CCS Institute (2025). Advancements in CCS technologies and costs. https://www.globalccsinstitute.com/wp-content/uploads/2025/10/Advancements-in-CCS-Technologies-and-Costs-Report-2.pdf

[7] McKaskle, R. (2021). Screening-level cost estimates for CO_2 capture and transportation: CarbonSAFE Illinois – Macon County. https://www.osti.gov/servlets/purl/1871212

3.c. Carbon Capture & Storage Cost Assessment



Energy+Environmental Economics

CCS Cost Assessment – Key Questions

What are the costs to construct and operate a combustion turbine with CCS?

How does this compare to the costs of constructing and operating a benchmark resource without CCS?

What resource types can CCS technology be applied to?

Approach to Cost Calculation: CCS

E3 uses the results of the screening analysis to calculate the cost for owning and operating thermal units with and without CCS including:

+ **Power Generation:** Combined cycle
  - Lifecycle costs are calculated for 4 combined cycle units with the same electric generation output:
    - New Natural Gas CCGT, no CCS
    - New Natural Gas CCGT, with post-combustion CCS
    - Retrofit Natural Gas CCGT, no CCS
    - Retrofit Natural Gas CCGT, with post-combustion CCS
  - Note: retrofit cost calculations only include the capital costs for adding CCS infrastructure to an existing plant and do not include the capital costs of building the existing plant.
+ **Transport:** Purpose built pipeline
  - Carbon transport costs are based on the lifecycle cost to build and operate a pipeline.
  - NV Energy would incur costs based on their volumetric share of carbon captured and transported.
  - This methodology assumes that there is broader demand in the region for carbon transport.
+ **Storage:** Saline storage in neighboring state
  - Based on volume of carbon injected and stored

Key Cost Inputs and Assumptions – New Natural Gas with CCS

	New Natural Gas CCGT (without CCS)		New Natural Gas CCGT (95% CCS)	
	Value	Notes	Value	Notes
Capital Cost	$1,360/kW	Default assumption from NLR 2024 ATB	$2,450/kW	Default assumption from NLR 2024 ATB
Production Tax Credit	-		$32/MWh	Calculated assuming eligibility for 45Q tax credit for CO_2 sequestration
Fixed O&M	$33/kW-yr	Default assumption from NLR 2024 ATB	$58/kW-yr	Default assumption from NLR 2024 ATB
Variable O&M	$2/MWh	Default assumption from NLR 2024 ATB	$5/MWh	Default assumption from NLR 2024 ATB
Fuel Price	$4/MMBtu	Reflects first-year fuel price in 2035 based on EIA AEO forecast for natural gas prices in Rockies region	$4/MMBtu	Reflects first-year fuel price in 2035 based on EIA AEO forecast for natural gas prices in Rockies region
Fuel Transport	$1/Dth-day	Current posted tariff rates for FT service on Ruby and Tuscarora pipelines.	$1/Dth-day	Current posted tariff rates for FT service on Ruby and Tuscarora pipelines.
Annual Capacity Factor	40%	Generic modeling assumption	40%	Generic modeling assumption
Heat Rate	6,160 Btu/kWh	Default assumption from NLR 2024 ATB	6,850 Btu/kWh	Default assumption from NLR 2024 ATB

All cost values are in $2025

Net Present Value of New Natural Gas with CCS, COD 2035

- **The cost estimates are based on a combined cycle gas turbine assuming an average capacity factor of 40% over its lifetime**
- **Carbon capture costs assume:**
  - New units installed and operational in 2035
  - Carbon sequestration in saline formation
  - Transportation of CO_2 via 250-mile pipeline to an out-of-state saline formation for sequestration
  - Sufficient demand for underlying infrastructure with pipeline and injection costs allocated by average utilization of capacity

	New Natural Gas CCGT (no CCS)	New Natural Gas CCGT (95% CCS)
Installed Capacity	500	555
Net Output	500	500
Heat Rate	6,159	6,847
Lifecycle Costs (NPV $2025 MM, COD 2035)		
Capital	$858	$1,550
Capital - Capacity Adder for CCS Retrofit	*$0*	*$0*
Fixed O&M	$237	$416
Variable O&M	$54	$113
PTC	$0	-$616
Fuel (Commodity)	$634	$705
Fuel (Transportation)	$538	*$598*
CO2 (Transportation)	$0	*$204*
CO2 (Injection & Storage)	*$0*	*$63*
Total Cost	**$2,321**	**$3,033**
Incremental Cost		**$712**
Incremental Cost without PTC		**$1,328**
Lifecycle (tons)		
Total CO2 Emissions	**17,127,869**	**962,940**
CO2 Emissions Reduction	**-**	**16,164,929**
Abatement Cost ($/ton)		
CO2 Abatement Cost (with PTC)	-	$111
CO2 Abatement Cost (without PTC)	-	$208

Key Cost Inputs and Assumptions – Existing CCS Retrofits

	Existing Natural Gas CCGT (without CCS)		Existing Natural Gas CCGT Retrofit (90% CCS)	
	Value	Notes	Value	Notes
Capital Cost	$0/kW	Assumes no capital cost for existing plant with 2025 COD	$1,250/kW	Default assumption from NLR 2024 ATB
Capital Cost Adder	-		$152 M/year	Nominal levelized annual cost of replacement capacity assuming an auxiliary combustion turbine to offset the 12% heat rate penalty from retrofit
Production Tax Credit	-		$31/MWh	Calculated assuming eligibility for 45Q tax credit for CO_2 sequestration
Fixed O&M	$37/kW-yr	Default assumption from NLR 2024 ATB	$63/kW-yr	Default assumption from NLR 2024 ATB
Variable O&M	$2/MWh	Default assumption from NLR 2024 ATB	$5/MWh	Default assumption from NLR 2024 ATB
Fuel Price	$4/MMBtu	Reflects first-year fuel price in 2035 based on EIA AEO forecast for natural gas prices in Rockies region	$4/MMBtu	Reflects first-year fuel price in 2035 based on EIA AEO forecast for natural gas prices in Rockies region
Fuel Transport	$1/Dth-day	Current posted tariff rates for FT service on Ruby and Tuscarora pipelines.	$1/Dth-day	Current posted tariff rates for FT service on Ruby and Tuscarora pipelines.
Annual Capacity Factor	40%	Generic modeling assumption	40%	Generic modeling assumption
Heat Rate	6,300 Btu/kWh	Default assumption from NLR 2024 ATB	7,100 Btu/kWh	Default assumption from NLR 2024 ATB 9,717 Btu/kWh assumed for capacity adder

All cost values are in $2025

Net Present Value of Existing CCS Retrofit, COD 2035

- **The cost estimates are based on a combined cycle gas turbine assuming an average capacity factor of 40% over its lifetime**
- **No capital costs are assumed for the existing CCGT without CCS**
  - The capital costs for the CCGT with CCS only includes the costs of adding the CCS retrofit
- **A capacity adder for the CCS retrofit is based on the cost of procuring additional capacity from a generic CT unit to compensate for the reduced capacity of the existing CCGT**
- **Carbon capture costs assume:**
  - Existing natural gas plant retrofitted in 2035
  - Carbon sequestration in saline formation
  - Transportation of CO2 via 250-mile pipeline to an out-of-state location for sequestration
  - Sufficient demand for underlying infrastructure with pipeline and injection costs allocated by average utilization of capacity

	Existing Natural Gas CCGT (no CCS)	Existing Natural Gas CCGT (90% CCS retrofit)
Installed Capacity	500	555
Net Output	500	500
Heat Rate	6,316	7,097
Lifecycle Costs (NPV $2025 MM, COD 2035)		
Capital	$0	$704
Capital - Capacity Adder for CCS Retrofit	*$0*	*$106*
Fixed O&M	$264	$428
Variable O&M	$59	$123
PTC	$0	-$605
Fuel (Commodity)	$651	$731
Fuel (Transportation)	$551	*$552*
CO2 (Transportation)	*$0*	*$181*
CO2 (Injection & Storage)	*$0*	*$62*
	$1,525	**$2,281**
		$756
Incremental Cost without PTC		**$1,361**
Total CO2 Emissions	**17,564,478**	**1,791,672**
CO2 Emissions Reduction	**-**	**15,772,806**
CO2 Abatement Cost (with PTC)	-	$121
CO2 Abatement Cost (without PTC)	-	$218

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Assessment of CCS Applicability to Simple-Cycle Gas Turbines

- **Cost estimates are *not* conducted for simple-cycle gas turbines with CCS (SCGT-CCS), because of technical and economic limitations.[1,2,3]**
  - **Technical Limitations:**
    - Carbon capture processes are designed to operate at low ambient temperatures and the temperature of flue gasses directly from combustion turbines is too high.
    - Available CCS solutions for SCGT have large footprints and long construction times, with higher energy demand for absorption.
    - With frequent ramping up/down on a regular basis, CCS capture rate decreases materially.
  - **Economic Limitations:**
    - Low-capacity factors of SCGTs make capital recovery uneconomic.
    - Relatively smaller scale of SCGTs makes CO_2 capture, compression, and transport infrastructure more expensive on a per-ton basis.
    - A SCGT is less efficient, so both fuel costs and the sequestration demands are higher per ton of CO_2 captured due to higher heat rate/emissions intensity.
    - Existing regulations do not require CCS for non-base load gas-fired combustion turbines.

Sources:
[1] EPA (2023). Greenhouse Gas Mitigation Measures Carbon Capture and Storage for Combustion Turbines Technical Support Document (https://www.epa.gov/system/files/documents/2023-05/TSD%20-%20GHG%20Mitigation%20Measures%20for%20Combustion%20Turbines.pdf)
[2] https://www.turbomachinerymag.com/view/tps-2024-carbon-capture-plants-with-gas-turbines
[3] EPA (2024) Final Carbon Pollution Standards to Reduce Greenhouse Gas Emissions from Power Plants (https://www.epa.gov/system/files/documents/2024-04/cps-presentation-final-rule-4-24-2024.pdf)

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REN-1

Nevada Power 2026 IRP Proposed Renewable Resources as Modeled

Project Name:	Amargosa Energy Center
Energy Source:	PV with BESS
Nameplate (MW AC):	1200
COD:	12/31/2030
Termination Year:	12/30/2055
Owner:	PPA
Service Territory:	Nevada Power
# of Supply Amount Tables:	1

Expected Hourly Generation (MWhs)	Peak	Hour Ending	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	Off-Peak	1	-	-	-	-	-	-	-	-	-	-	-	-
		2	-	-	-	-	-	-	-	-	-	-	-	-
		3	-	-	-	-	-	-	-	-	-	-	-	-
		4	-	-	-	-	-	-	-	-	-	-	-	-
		5	-	-	-	-	-	-	-	-	-	-	-	-
		6	-	-	-	42.0	214.4	289.3	152.0	57.2	1.8	-	-	-
	On-Peak	7	-	0.4	150.4	476.8	772.0	822.8	652.9	539.7	363.3	166.7	4.6	-
		8	129.5	274.2	663.9	960.3	1,069.0	1,054.3	1,024.5	988.1	908.3	702.0	342.1	157.2
		9	522.7	713.8	936.4	1,013.8	1,125.0	1,127.7	1,130.2	1,123.3	1,081.6	923.9	735.3	562.0
		10	718.9	849.2	969.3	1,051.6	1,120.3	1,122.4	1,146.3	1,140.2	1,079.5	943.3	777.4	673.4
		11	694.9	839.0	995.9	1,080.7	1,105.9	1,142.4	1,117.2	1,128.2	1,081.5	916.4	743.8	652.0
		12	663.8	809.0	1,004.8	1,104.8	1,097.9	1,141.3	1,129.2	1,104.2	1,064.9	885.1	718.6	632.0
		13	694.3	826.1	1,018.9	1,091.9	1,078.3	1,145.7	1,139.1	1,111.7	1,041.8	891.8	729.3	622.1
		14	682.8	841.9	1,035.6	1,121.9	1,082.4	1,159.4	1,098.2	1,124.4	1,032.6	896.5	746.2	635.6
		15	721.9	868.3	997.1	1,054.8	1,065.1	1,138.9	1,088.2	1,107.3	1,039.5	868.5	725.6	619.5
		16	476.2	739.5	893.5	1,006.3	1,032.4	1,070.0	1,059.1	1,059.2	994.8	650.2	368.5	298.2
		17	91.7	298.4	535.3	750.1	880.0	948.5	909.3	859.4	591.8	178.3	6.1	0.7
		18	-	0.4	87.1	255.4	437.3	544.3	516.3	359.9	98.9	-	-	-
		19	-	-	-	-	36.6	107.0	90.2	11.2	-	-	-	-
		20	-	-	-	-	-	-	-	-	-	-	-	-
		21	-	-	-	-	-	-	-	-	-	-	-	-
		22	-	-	-	-	-	-	-	-	-	-	-	-
	Off-Peak	23	-	-	-	-	-	-	-	-	-	-	-	-
		24	-	-	-	-	-	-	-	-	-	-	-	-
Daily Supply Amt			**5,397**	**7,060**	**9,288**	**11,010**	**12,117**	**12,814**	**12,253**	**11,714**	**10,380**	**8,023**	**5,898**	**4,853**
Daily On-Peak Supply Amt			**5,397**	**7,060**	**9,288**	**10,968**	**11,902**	**12,525**	**12,101**	**11,657**	**10,379**	**8,023**	**5,898**	**4,853**
Monthly Supply Amt			**167,298**	**197,686**	**287,934**	**330,312**	**375,615**	**384,420**	**379,834**	**363,134**	**311,409**	**248,704**	**176,925**	**150,434**
Annual Supply Amt				**3,373,703**										

Amargosa Energy Center

Projected Portfolio Credits & Pricing

PPA Bundled Term (2031-2055)	Year	Total kPCs	Net MW Hrs	Net MWh after BESS	
	2030	3,940.4	4,854.7	3,940.4	< COD 12/31/30
1	2031	3,040,039.2	3,373,753.5	3,040,039.2	
2	2032	3,026,544.2	3,360,258.4	3,026,544.2	
3	2033	3,013,103.1	3,346,817.4	3,013,103.1	
4	2034	2,999,715.8	3,333,430.1	2,999,715.8	
5	2035	2,986,382.1	3,320,096.4	2,986,382.1	
6	2036	2,973,101.7	3,306,816.0	2,973,101.7	
7	2037	2,959,874.5	3,293,588.8	2,959,874.5	
8	2038	2,946,700.1	3,280,414.4	2,946,700.1	
9	2039	2,933,578.5	3,267,292.7	2,933,578.5	
10	2040	2,920,509.3	3,254,223.6	2,920,509.3	
11	2041	2,907,492.4	3,241,206.7	2,907,492.4	
12	2042	2,894,527.6	3,228,241.9	2,894,527.6	
13	2043	2,881,614.6	3,215,328.9	2,881,614.6	
14	2044	2,868,753.3	3,202,467.6	2,868,753.3	
15	2045	2,855,943.4	3,189,657.7	2,855,943.4	
16	2046	2,843,184.8	3,176,899.1	2,843,184.8	
17	2047	2,830,477.2	3,164,191.5	2,830,477.2	
18	2048	2,817,820.4	3,151,534.7	2,817,820.4	
19	2049	2,805,214.3	3,138,928.6	2,805,214.3	
20	2050	2,792,658.6	3,126,372.9	2,792,658.6	
21	2051	3,113,867.4	3,113,867.4	3,113,867.4	
22	2052	3,101,411.9	3,101,411.9	3,101,411.9	
23	2053	3,089,006.2	3,089,006.2	3,089,006.2	
24	2054	3,076,650.2	3,076,650.2	3,076,650.2	
25	2055	3,064,343.6	3,064,343.6	3,064,343.6	< Term End 12/30/55

Project Name: Boulder Solar III
Energy Source: PV with BESS
Nameplate (MW AC): 128
COD: 6/1/2028
Termination Year: 5/31/2053
Owner: PPA
Service Territory: Nevada Power
# of Supply Amount Tables: 1

Expected Hourly Generation (MWhs)	Peak	Hour Ending	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	Off-Peak	1	-	-	-	-	-	-	-	-	-	-	-	-
		2	-	-	-	-	-	-	-	-	-	-	-	-
		3	-	-	-	-	-	-	-	-	-	-	-	-
		4	-	-	-	-	-	-	-	-	-	-	-	-
		5	-	-	-	-	0.3	0.9	0.3	-	-	-	-	-
		6	-	-	0.1	7.1	28.2	36.8	21.9	6.8	1.8	0.1	-	-
	On-Peak	7	-	1.4	19	65.3	96.4	96.7	73.8	62.4	44.8	21.2	2.9	0.1
		8	16.7	39.8	85.3	106.2	114.8	115.5	98.7	99.8	95.8	80.2	55.2	19.7
		9	69.6	83.7	105.7	113.8	120.2	117.7	107.8	110.5	108.2	97.6	86.7	66.1
		10	76.6	93.2	109.1	114.2	120.4	119.6	115	119	111.2	100.1	83.3	71.3
		11	76	91	106.3	116.8	118.6	119.8	117.7	117.3	107.5	95.4	80.7	70
		12	74.1	84.9	103.8	116.8	119	119.1	114	107.4	107.2	94.5	78.5	69.5
		13	75.4	85.4	104.7	117	119.4	120	104.3	100.7	105	96.6	78.2	69.2
		14	78.3	89	104.7	113.3	116	121.4	101.1	100.2	108.5	99	82.7	71
		15	77	92.5	99.2	107.6	116.4	119.6	96.8	100.5	107.6	94.9	84.1	71.2
		16	54.9	78.7	94.5	102	111.7	109.4	97.5	96.5	92.9	73.5	42.4	35.5
		17	5.5	30.9	59	80.2	96.6	97.4	89.9	76.2	52.4	14.1	1.4	1
		18	-	0.7	5.2	18.2	42.1	59.7	52.6	27.8	4.6	0	-	-
		19	-	-	9.9	0.1	2.1	5.1	4.6	0.7	-	-	-	-
		20	-	-	-	39.7	61.5	42.3	24.8	3.1	1	0	-	-
		21	-	-	-	-	2.3	0.2	-	-	-	-	-	-
		22	-	-	-	-	-	-	-	-	-	-	-	-
	Off-Peak	23	-	-	-	-	-	-	-	-	-	-	-	-
		24	-	-	-	-	-	-	-	-	-	-	-	-
Daily Supply Amt			**604**	**771**	**1,007**	**1,218**	**1,386**	**1,401**	**1,221**	**1,129**	**1,048**	**867**	**676**	**545**
Daily On-Peak Supply Amt			**604**	**771**	**1,006**	**1,211**	**1,357**	**1,364**	**1,199**	**1,122**	**1,047**	**867**	**676**	**545**
Monthly Supply Amt			**18,724**	**21,591**	**31,202**	**36,546**	**42,965**	**42,039**	**37,849**	**34,997**	**31,453**	**26,887**	**20,282**	**16,880**
Annual Supply Amt				**361,415**										

Boulder Solar III*

Projected Portfolio Credits & Pricing					
PPA Bundled Term (2029-2053)	**Year**	**Total kPCs**	**Net MW Hrs**	**Net MWh after BESS**	
	2028	196,663.6	210,386.5	196,663.6	< COD 6/1/28
1	2029	328,461.4	361,414.5	328,461.4	
2	2030	326,654.4	359,607.4	326,654.4	
3	2031	324,856.3	357,809.4	324,856.3	
4	2032	323,067.3	356,020.3	323,067.3	
5	2033	321,287.2	354,240.2	321,287.2	
6	2034	319,516.0	352,469.0	319,516.0	
7	2035	317,753.6	350,706.7	317,753.6	
8	2036	316,000.1	348,953.1	316,000.1	
9	2037	314,255.3	347,208.4	314,255.3	
10	2038	312,519.3	345,472.3	312,519.3	
11	2039	310,791.9	343,745.0	310,791.9	
12	2040	309,073.2	342,026.3	309,073.2	
13	2041	307,363.1	340,316.1	307,363.1	
14	2042	305,661.5	338,614.5	305,661.5	
15	2043	303,968.4	336,921.5	303,968.4	
16	2044	302,283.8	335,236.9	302,283.8	
17	2045	300,607.6	333,560.7	300,607.6	
18	2046	298,939.8	331,892.9	298,939.8	
19	2047	297,280.3	330,233.4	297,280.3	
20	2048	295,629.2	328,582.2	295,629.2	
21	2049	318,694.6	326,939.3	318,694.6	
22	2050	317,059.9	325,304.6	317,059.9	
23	2051	315,433.4	323,678.1	315,433.4	
24	2052	313,815.0	322,059.7	313,815.0	
25	2053	125,664.8	133,909.5	125,664.8	< Term End 5/31/53

*Boulder Solar III BESS capacity is reduced to 32 MW in contract years 21-25

Project Name: Coyote Energy 1
Energy Source: PV with BESS
Nameplate (MW AC): 600
COD: 12/31/2030
Termination Year: 12/30/2055
Owner: PPA
Service Territory: Nevada Power
# of Supply Amount Tables: 1

Expected Hourly Generation (MWhs)	Peak	Hour Ending	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	Off-Peak	1	-	-	-	-	-	-	-	-	-	-	-	-
		2	-	-	-	-	-	-	-	-	-	-	-	-
		3	-	-	-	-	-	-	-	-	-	-	-	-
		4	-	-	-	-	-	-	-	-	-	-	-	-
		5	-	-	-	-	7.3	40.1	-	-	-	-	-	-
		6	-	-	-	88.1	204.6	294.9	118.3	53.4	14.2	-	-	-
	On-Peak	7	-	2.2	72.4	340.0	456.6	451.9	391.0	337.9	253.6	78.5	6.3	-
		8	50.9	187.3	417.1	529.3	585.4	554.6	535.1	552.6	554.5	436.1	240.4	60.3
		9	373.6	418.5	533.8	554.7	598.1	589.6	580.3	583.1	596.3	533.3	437.3	329.6
		10	420.5	459.9	549.7	571.7	589.1	597.6	599.1	588.4	597.1	544.2	463.3	387.0
		11	407.1	474.9	550.6	578.7	595.0	592.2	595.5	582.3	586.9	518.0	442.0	381.6
		12	395.1	458.3	561.3	570.9	598.5	588.2	589.0	587.6	584.1	520.0	427.6	368.0
		13	400.7	460.9	559.0	574.1	588.4	581.5	588.9	578.5	575.8	530.2	437.3	364.9
		14	391.4	479.7	565.2	569.3	582.0	584.6	569.4	577.0	578.5	528.6	444.2	368.4
		15	413.8	459.0	543.2	545.8	581.8	590.9	559.9	583.6	560.6	517.0	428.9	348.6
		16	256.2	389.2	527.3	499.3	543.6	583.5	562.0	568.2	522.6	370.5	199.7	139.9
		17	14.7	131.4	287.9	389.4	441.4	526.2	500.9	456.8	289.0	53.8	1.4	-
		18	-	-	19.1	92.4	180.9	303.6	283.3	147.3	19.8	-	-	-
		19	-	-	-	-	4.8	29.7	22.3	1.2	-	-	-	-
		20	-	-	-	-	-	-	-	-	-	-	-	-
		21	-	-	-	-	-	-	-	-	-	-	-	-
		22	-	-	-	-	-	-	-	-	-	-	-	-
	Off-Peak	23	-	-	-	-	-	-	-	-	-	-	-	-
		24	-	-	-	-	-	-	-	-	-	-	-	-
Daily Supply Amt			**3,124**	**3,921**	**5,187**	**5,904**	**6,558**	**6,909**	**6,495**	**6,198**	**5,733**	**4,630**	**3,528**	**2,748**
Daily On-Peak Supply Amt			**3,124**	**3,921**	**5,187**	**5,816**	**6,346**	**6,574**	**6,377**	**6,145**	**5,719**	**4,630**	**3,528**	**2,748**
Monthly Supply Amt			**96,844**	**109,796**	**160,785**	**177,111**	**203,283**	**207,273**	**201,345**	**192,135**	**171,990**	**143,536**	**105,852**	**85,197**
Annual Supply Amt				**1,855,147**										

Coyote Energy 1

Projected Portfolio Credits & Pricing					
PPA Bundled Term (2031-2055)	**Year**	**Total kPCs**	**Net MW Hrs**	**Net MWh after BESS**	
	2030	2,216.0	2,574.6	2,216.0	< COD 12/31/30
1	2031	1,612,526.3	1,745,161.9	1,612,526.3	
2	2032	1,602,055.5	1,736,436.1	1,602,055.5	
3	2033	1,591,622.2	1,727,753.9	1,591,622.2	
4	2034	1,588,120.7	1,719,115.1	1,588,120.7	
5	2035	1,577,850.0	1,710,519.6	1,577,850.0	
6	2036	1,567,616.4	1,701,967.0	1,567,616.4	
7	2037	1,557,419.8	1,693,457.1	1,557,419.8	
8	2038	1,547,259.8	1,684,989.8	1,547,259.8	
9	2039	1,537,136.2	1,676,564.9	1,537,136.2	
10	2040	1,527,048.7	1,668,182.1	1,527,048.7	
11	2041	1,524,139.4	1,659,841.2	1,524,139.4	
12	2042	1,514,209.4	1,651,542.0	1,514,209.4	
13	2043	1,504,315.2	1,643,284.2	1,504,315.2	
14	2044	1,494,456.4	1,635,067.8	1,494,456.4	
15	2045	1,484,632.9	1,626,892.5	1,484,632.9	
16	2046	1,474,844.5	1,618,758.0	1,474,844.5	
17	2047	1,465,090.8	1,610,664.2	1,465,090.8	
18	2048	1,455,371.7	1,602,610.9	1,455,371.7	
19	2049	1,445,687.0	1,594,597.9	1,445,687.0	
20	2050	1,437,714.0	1,586,624.9	1,437,714.0	
21	2051	1,578,691.7	1,578,691.7	1,578,691.7	
22	2052	1,570,798.3	1,570,798.3	1,570,798.3	
23	2053	1,562,944.3	1,562,944.3	1,562,944.3	
24	2054	1,555,129.6	1,555,129.6	1,555,129.6	
25	2055	1,547,353.9	1,547,353.9	1,547,353.9	< Term End 12/30/55

Project Name: Southern Bighorn 1 and 2
Energy Source: PV with BESS
Nameplate (MW AC): 400
COD: 7/15/2028
Termination Year: 7/14/2053
Owner: PPA
Service Territory: Nevada Power
# of Supply Amount Tables: 1

Expected Hourly Generation (MWhs)	Peak	Hour Ending	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	Off-Peak	1	-	-	-	-	-	-	-	-	-	-	-	-
		2	-	-	-	-	-	-	-	-	-	-	-	-
		3	-	-	-	-	-	-	-	-	-	-	-	-
		4	-	-	-	-	-	-	-	-	-	-	-	-
		5	-	-	-	-	-	-	-	-	-	-	-	-
		6	-	-	-	-	1.5	3.9	0.7	-	-	-	-	-
	On-Peak	7	-	5.4	12.1	31.6	114.0	138.3	87.1	37.8	8.0	0.1	9.5	0.4
		8	70.9	156.7	139.1	234.3	303.9	311.6	249.7	245.2	184.7	75.3	176.8	75.0
		9	235.7	276.6	295.7	329.6	351.3	361.1	302.7	338.0	330.6	262.0	274.4	220.1
		10	259.3	292.7	317.7	355.8	362.1	368.6	336.1	352.9	361.5	320.2	281.8	242.1
		11	252.2	304.0	335.6	354.3	365.3	371.5	358.1	357.4	362.7	328.6	273.8	237.8
		12	235.7	291.0	341.2	351.3	371.3	369.4	343.5	363.3	357.6	322.7	266.7	228.0
		13	241.8	293.2	345.2	362.5	367.0	365.4	351.3	364.1	360.9	320.9	266.3	234.2
		14	250.3	311.5	347.4	350.7	369.2	370.6	371.7	367.8	358.7	330.0	280.0	226.4
		15	252.3	304.2	345.1	352.7	359.8	365.9	375.3	363.1	348.7	328.1	273.7	203.6
		16	201.1	266.5	315.1	333.7	356.0	361.7	372.2	327.2	347.2	301.6	166.9	109.5
		17	25.5	108.7	240.1	336.0	335.7	363.8	359.1	327.8	332.2	234.8	25.2	3.1
		18	-	1.7	143.2	288.7	312.7	321.8	308.1	294.1	219.3	46.2	1.1	-
		19	-	-	16.5	79.0	161.7	222.6	187.7	123.4	22.5	-	-	-
		20	-	-	-	0.5	8.1	27.8	21.3	3.1	-	-	-	-
		21	-	-	-	-	-	-	-	-	-	-	-	-
		22	-	-	-	-	-	-	-	-	-	-	-	-
	Off-Peak	23	-	-	-	-	-	-	-	-	-	-	-	-
		24	-	-	-	-	-	-	-	-	-	-	-	-
Daily Supply Amt			**2,025**	**2,612**	**3,194**	**3,761**	**4,140**	**4,324**	**4,025**	**3,865**	**3,595**	**2,871**	**2,296**	**1,780**
Daily On-Peak Supply Amt			**2,025**	**2,612**	**3,194**	**3,761**	**4,138**	**4,320**	**4,024**	**3,865**	**3,595**	**2,871**	**2,296**	**1,780**
Monthly Supply Amt			**62,769**	**73,142**	**99,014**	**112,821**	**128,328**	**129,720**	**124,763**	**119,821**	**107,838**	**88,986**	**68,886**	**55,186**
Annual Supply Amt				**1,171,273**										

Southern Bighorn 1 & 2

Projected Portfolio Credits & Pricing

PPA Bundled Term (2029-2053)	Year	Total kPCs	Net MW Hrs	Net MWh after BESS	
	2028	451,593.2	503,122.7	451,593.2	< COD 7/15/28
1	2029	1,066,777.0	1,171,293.9	1,066,777.0	
2	2030	1,061,096.1	1,167,077.2	1,061,096.1	
3	2031	1,055,424.1	1,162,875.7	1,055,424.1	
4	2032	1,049,761.0	1,158,689.4	1,049,761.0	
5	2033	1,044,106.7	1,154,518.1	1,044,106.7	
6	2034	1,038,461.0	1,150,361.8	1,038,461.0	
7	2035	1,032,823.8	1,146,220.5	1,032,823.8	
8	2036	1,027,195.1	1,142,094.1	1,027,195.1	
9	2037	1,021,574.8	1,137,982.6	1,021,574.8	
10	2038	1,015,962.8	1,133,885.8	1,015,962.8	
11	2039	1,010,358.9	1,129,803.9	1,010,358.9	
12	2040	1,004,763.1	1,125,736.6	1,004,763.1	
13	2041	999,175.3	1,121,683.9	999,175.3	
14	2042	993,595.4	1,117,645.8	993,595.4	
15	2043	988,023.3	1,113,622.3	988,023.3	
16	2044	982,458.9	1,109,613.3	982,458.9	
17	2045	976,902.1	1,105,618.7	976,902.1	
18	2046	971,352.7	1,101,638.4	971,352.7	
19	2047	965,810.8	1,097,672.5	965,810.8	
20	2048	1,023,274.2	1,093,720.9	1,023,274.2	
21	2049	1,089,783.5	1,089,783.5	1,089,783.5	
22	2050	1,085,860.3	1,085,860.3	1,085,860.3	
23	2051	1,081,951.2	1,081,951.2	1,081,951.2	
24	2052	1,078,056.2	1,078,056.2	1,078,056.2	
25	2053	493,801.7	493,801.7	493,801.7	< Term End 7/14/53

Sierra 2026 IRP Proposed Renewable Resources as Modeled

Project Name:	Hot Pot Energy Center
Energy Source:	PV with BESS
Nameplate (MW AC):	350
COD:	10/31/2029
Termination Year:	10/30/2049
Owner:	PPA
Service Territory:	Sierra Pacific Power
# of Supply Amount Tables:	1

Expected Hourly Generation (MWhs)	Peak	Hour Ending	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	Off-Peak	1	-	-	-	-	-	-	-	-	-	-	-	-
		2	-	-	-	-	-	-	-	-	-	-	-	-
		3	-	-	-	-	-	-	-	-	-	-	-	-
		4	-	-	-	-	-	-	-	-	-	-	-	-
		5	-	-	-	-	0.1	-	-	-	-	-	-	-
		6	-	-	-	12.3	119.4	163.4	124.5	25.1	0.1	-	-	-
	On-Peak	7	-	-	43.7	204.7	261.9	288.1	283.8	241.9	162.9	28.5	-	-
		8	2.1	73.2	211.1	277.8	297.3	318.6	319.6	317.5	308.5	205.1	98.0	3.4
		9	140.0	207.9	265.5	299.6	306.8	329.1	328.2	344.0	322.4	258.7	180.5	138.9
		10	186.4	234.7	272.4	309.8	307.9	332.3	332.3	341.8	322.6	255.5	192.8	168.4
		11	175.8	231.9	269.9	316.6	306.7	335.9	335.3	341.2	317.1	237.3	188.7	171.0
		12	162.2	224.4	277.1	295.9	293.3	325.1	337.5	332.3	304.9	236.7	183.8	164.9
		13	163.1	225.8	268.8	297.5	291.3	324.4	339.5	331.7	301.3	243.3	188.6	164.8
		14	181.0	263.1	270.8	295.8	293.5	317.0	338.4	318.8	302.2	252.8	223.3	165.5
		15	182.2	238.5	275.8	287.3	288.9	312.4	338.4	318.7	300.0	239.9	219.1	166.2
		16	141.1	226.1	259.0	275.9	279.4	310.0	332.4	308.0	285.1	203.3	130.9	99.8
		17	2.1	116.7	208.6	244.2	246.3	288.1	323.2	285.2	219.0	53.8	0.2	-
		18	-	0.5	22.7	111.4	167.2	237.4	267.0	169.4	25.7	-	-	-
		19	-	-	-	-	16.2	83.1	86.2	1.9	-	-	-	-
		20	-	-	-	-	-	-	-	-	-	-	-	-
		21	-	-	-	-	-	-	-	-	-	-	-	-
		22	-	-	-	-	-	-	-	-	-	-	-	-
	Off-Peak	23	-	-	-	-	-	-	-	-	-	-	-	-
		24	-	-	-	-	-	-	-	-	-	-	-	-
Daily Supply Amt			**1,336**	**2,043**	**2,645**	**3,229**	**3,476**	**3,965**	**4,086**	**3,678**	**3,172**	**2,215**	**1,606**	**1,243**
Daily On-Peak Supply Amt			**1,336**	**2,043**	**2,645**	**3,216**	**3,357**	**3,802**	**3,962**	**3,653**	**3,172**	**2,215**	**1,606**	**1,243**
Monthly Supply Amt			**41,416**	**57,197**	**82,001**	**96,864**	**107,765**	**118,953**	**126,674**	**114,005**	**95,158**	**68,659**	**48,178**	**38,526**
Annual Supply Amt				**995,395**										

Hot Pot Energy Center

Projected Portfolio Credits & Pricing

PPA Bundled Term (2030-2049)	Year	Total kPCs	Net MW Hrs	Net MWh after BESS	
	2029	70,625.6	87,158.9	70,625.6	< COD 10/31/29
1	2030	900,492.3	997,825.6	900,492.3	
2	2031	895,503.1	992,836.5	895,503.1	
3	2032	890,539.0	987,872.3	890,539.0	
4	2033	885,599.6	982,932.9	885,599.6	
5	2034	880,684.9	978,018.3	880,684.9	
6	2035	875,794.8	973,128.2	875,794.8	
7	2036	870,929.2	968,262.5	870,929.2	
8	2037	866,087.9	963,421.2	866,087.9	
9	2038	861,270.8	958,604.1	861,270.8	
10	2039	856,477.8	953,811.1	856,477.8	
11	2040	851,708.7	949,042.0	851,708.7	
12	2041	846,963.5	944,296.8	846,963.5	
13	2042	842,242.0	939,575.3	842,242.0	
14	2043	837,544.1	934,877.5	837,544.1	
15	2044	832,869.7	930,203.1	832,869.7	
16	2045	828,218.7	925,552.1	828,218.7	
17	2046	823,591.0	920,924.3	823,591.0	
18	2047	818,986.3	916,319.7	818,986.3	
19	2048	814,404.7	911,738.1	814,404.7	
20	2049	747,405.0	827,938.3	747,405.0	< Term End 10/30/49

Project Name: Iron Point Energy Center
Energy Source: PV with BESS
Nameplate (MW AC): 250
COD: 12/31/2029
Termination Year: 12/30/2049
Owner: PPA
Service Territory: Sierra Pacific Power
# of Supply Amount Tables: 1

Expected Hourly Generation (MWhs)	Peak	Hour Ending	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	Off-Peak	1	-	-	-	-	-	-	-	-	-	-	-	-
		2	-	-	-	-	-	-	-	-	-	-	-	-
		3	-	-	-	-	-	-	-	-	-	-	-	-
		4	-	-	-	-	-	-	-	-	-	-	-	-
		5	-	-	-	-	0.1	-	-	-	-	-	-	-
		6	-	-	-	8.5	80.6	110.0	82.9	17.0	0.1	-	-	-
	On-Peak	7	-	-	29.5	139.1	184.8	202.2	195.7	164.1	109.5	19.2	-	-
		8	1.6	50.0	145.5	197.1	211.9	227.1	227.2	225.1	217.3	140.5	65.9	2.4
		9	95.5	146.0	188.5	213.8	218.9	234.8	233.9	245.3	229.6	182.6	125.9	93.7
		10	132.8	168.2	194.2	221.1	219.8	237.2	236.9	243.7	229.8	180.7	136.5	118.0
		11	126.3	166.9	192.5	226.1	219.0	239.8	239.2	243.3	225.9	168.2	133.6	120.3
		12	116.7	162.3	198.4	211.0	209.3	231.8	240.4	236.5	216.6	168.1	130.5	116.2
		13	117.0	163.7	192.6	212.8	208.2	231.5	242.0	236.6	214.2	172.4	134.1	116.1
		14	129.5	189.2	192.7	210.8	209.7	226.1	241.1	227.1	214.9	179.1	158.2	116.2
		15	129.4	171.2	196.7	204.8	206.2	222.8	241.0	227.0	213.6	169.5	153.1	115.3
		16	96.2	159.2	183.4	196.6	199.4	221.1	236.7	219.3	201.7	139.8	88.0	66.4
		17	1.5	79.0	142.8	171.5	174.3	204.4	227.3	199.2	149.4	36.2	0.2	-
		18	-	0.4	15.3	75.3	114.3	163.9	182.3	114.3	17.4	-	-	-
		19	-	-	-	-	11.1	55.9	57.2	1.3	-	-	-	-
		20	-	-	-	-	-	-	-	-	-	-	-	-
		21	-	-	-	-	-	-	-	-	-	-	-	-
		22	-	-	-	-	-	-	-	-	-	-	-	-
	Off-Peak	23	-	-	-	-	-	-	-	-	-	-	-	-
		24	-	-	-	-	-	-	-	-	-	-	-	-
Daily Supply Amt			**946**	**1,456**	**1,872**	**2,289**	**2,468**	**2,809**	**2,884**	**2,600**	**2,240**	**1,556**	**1,126**	**865**
Daily On-Peak Supply Amt			**946**	**1,456**	**1,872**	**2,280**	**2,387**	**2,699**	**2,801**	**2,583**	**2,240**	**1,556**	**1,126**	**865**
Monthly Supply Amt			**29,337**	**40,769**	**58,034**	**68,660**	**76,494**	**84,265**	**89,398**	**80,593**	**67,198**	**48,245**	**33,774**	**26,801**
Annual Supply Amt				**703,568**										

Iron Point Energy Center

Projected Portfolio Credits & Pricing

PPA Bundled Term (2030-2049)	Year	Total kPCs	Net MW Hrs	Net MWh after BESS	
	2029	666.7	857.2	666.7	< COD 12/31/29
1	2030	626,167.8	695,691.6	626,167.8	
2	2031	622,689.3	692,213.1	622,689.3	
3	2032	619,228.3	688,752.1	619,228.3	
4	2033	615,784.5	685,308.3	615,784.5	
5	2034	612,358.0	681,881.8	612,358.0	
6	2035	608,948.6	678,472.4	608,948.6	
7	2036	605,556.2	675,080.0	605,556.2	
8	2037	602,180.8	671,704.6	602,180.8	
9	2038	598,822.3	668,346.1	598,822.3	
10	2039	595,480.5	665,004.4	595,480.5	
11	2040	592,155.5	661,679.3	592,155.5	
12	2041	588,847.1	658,370.9	588,847.1	
13	2042	585,555.3	655,079.1	585,555.3	
14	2043	582,279.9	651,803.7	582,279.9	
15	2044	579,020.9	648,544.7	579,020.9	
16	2045	575,778.1	645,301.9	575,778.1	
17	2046	572,551.6	642,075.4	572,551.6	
18	2047	569,341.2	638,865.1	569,341.2	
19	2048	566,146.9	635,670.7	566,146.9	
20	2049	562,968.6	632,492.4	562,968.6	< Term End 12/30/49

Project Name: Jersey Valley Solar and Storage
Energy Source: PV with BESS
Nameplate (MW AC): 67
COD: 1/10/2028[1]
Termination Year: 1/09/2053
Owner: PPA
Service Territory: Sierra Pacific Power
# of Supply Amount Tables: 1

Expected Hourly Generation (MWhs)	Peak	Hour Ending	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	Off-Peak	1	-	-	-	-	-	-	-	-	-	-	-	-
		2	-	-	-	-	-	-	-	-	-	-	-	-
		3	-	-	-	-	-	-	-	-	-	-	-	-
		4	-	-	-	-	-	-	-	-	-	-	-	-
		5	-	-	-	-	-	0.4	-	-	-	-	-	-
		6	-	-	-	2.8	11.0	21.6	14.4	5.1	0.1	-	-	-
	On-Peak	7	-	-	6.9	23.4	35.4	43.7	41.1	30.4	19.4	6.5	-	-
		8	2.8	10.0	28.6	48.6	51.2	53.7	50.8	52.6	47.6	31.9	11.6	2.7
		9	21.3	25.9	43.1	49.7	52.0	59.2	58.5	56.4	57.2	52.0	33.0	15.2
		10	38.6	41.7	49.8	54.7	54.8	61.3	59.7	59.1	60.0	55.8	43.1	31.9
		11	43.5	48.8	53.5	57.0	57.2	60.1	60.5	61.1	56.6	55.0	40.5	40.4
		12	41.9	46.7	53.9	55.3	56.2	57.6	59.8	60.5	58.1	50.1	37.7	32.8
		13	34.5	40.7	49.3	50.8	58.2	54.9	56.7	54.6	54.7	43.4	34.1	30.9
		14	26.9	36.9	44.0	52.8	54.1	56.5	55.6	48.8	49.9	36.7	26.3	23.5
		15	20.8	27.0	37.9	45.6	49.3	53.4	52.9	49.3	45.0	31.3	19.9	15.0
		16	17.1	23.6	36.5	39.1	46.5	50.6	49.0	44.7	40.4	27.4	14.2	11.1
		17	2.7	12.4	28.6	30.0	40.3	49.0	42.9	39.7	29.6	8.8	0.3	-
		18	-	-	4.9	12.2	20.2	32.7	29.4	19.7	5.7	-	-	-
		19	-	-	-	0.1	2.8	10.1	7.4	1.6	-	-	-	-
		20	-	-	-	-	-	-	-	-	-	-	-	-
		21	-	-	-	-	-	-	-	-	-	-	-	-
		22	-	-	-	-	-	-	-	-	-	-	-	-
	Off-Peak	23	-	-	-	-	-	-	-	-	-	-	-	-
		24	-	-	-	-	-	-	-	-	-	-	-	-
Daily Supply Amt			**250**	**314**	**437**	**522**	**589**	**665**	**639**	**584**	**524**	**399**	**261**	**204**
Daily On-Peak Supply Amt			**250**	**314**	**437**	**519**	**578**	**643**	**624**	**579**	**524**	**399**	**261**	**204**
Monthly Supply Amt			**7,753**	**8,784**	**13,547**	**15,663**	**18,265**	**19,944**	**19,800**	**18,092**	**15,729**	**12,366**	**7,821**	**6,309**
Annual Supply Amt				**164,072**										

[1] The COD for the PPA was revised to January 10, 2028. However, the Economic Analysis Section in the Supply Plan Narrative evaluated the PPA using a COD of November 29, 2027.

Jersey Valley Solar and Storage

Projected Portfolio Credits & Pricing

PPA Bundled Term (2028-2052)	Year	Total kPCs	Net MW Hrs	Net MWh after BESS	
	2027	6,775.6	6,826.7	6,775.6	< COD 11/29/27
1	2028	145,671.6	164,073.0	145,671.6	
2	2029	145,110.0	163,252.6	145,110.0	
3	2030	143,386.6	162,436.4	143,386.6	
4	2031	142,514.8	161,624.2	142,514.8	
5	2032	141,896.0	160,816.1	141,896.0	
6	2033	141,294.5	160,012.0	141,294.5	
7	2034	140,692.7	159,211.9	140,692.7	
8	2035	140,055.2	158,415.9	140,055.2	
9	2036	139,425.6	157,623.8	139,425.6	
10	2037	138,803.8	156,835.7	138,803.8	
11	2038	138,165.7	156,051.5	138,165.7	
12	2039	137,556.4	155,271.2	137,556.4	
13	2040	136,909.0	154,494.9	136,909.0	
14	2041	136,293.3	153,722.4	136,293.3	
15	2042	135,660.3	152,953.8	135,660.3	
16	2043	135,037.6	152,189.0	135,037.6	
17	2044	134,415.7	151,428.1	134,415.7	
18	2045	133,781.9	150,670.9	133,781.9	
19	2046	133,177.2	149,917.6	133,177.2	
20	2047	133,987.0	149,168.0	133,987.0	
21	2048	148,422.2	148,422.2	148,422.2	
22	2049	147,680.0	147,680.0	147,680.0	
23	2050	146,941.6	146,941.6	146,941.6	
24	2051	146,206.9	146,206.9	146,206.9	
25	2052	5,618.6	5,618.6	5,618.6	< Term End 11/28/52

Project Name: Lux Solar Center
Energy Source: PV with BESS
Nameplate (MW AC): 125
COD: 7/01/2028
Termination Year: 6/30/2053
Owner: PPA
Service Territory: Sierra Pacific Power
# of Supply Amount Tables: 1

Expected Hourly Generation (MWhs)	Peak	Hour Ending	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	Off-Peak	1	-	-	-	-	-	-	-	-	-	-	-	-
		2	-	-	-	-	-	-	-	-	-	-	-	-
		3	-	-	-	-	-	-	-	-	-	-	-	-
		4	-	-	-	-	-	-	-	-	-	-	-	-
		5	-	-	-	2.7	18.5	29.5	18.4	5.4	0.2	-	-	-
		6	-	-	9.7	36.7	63.4	82.5	68.7	40.7	30.8	8.4	0.1	-
	On-Peak	7	4.3	17.3	51.8	82.9	95.7	112.2	104.5	82.6	85.1	47.8	21.8	6.2
		8	39.7	56.2	85.2	101.6	105.3	117.6	112.2	100.4	104.0	80.4	60.2	35.9
		9	67.4	77.6	95.1	103.3	108.4	118.3	113.3	107.0	101.5	87.3	75.1	55.7
		10	66.3	78.4	92.8	106.0	110.1	118.2	114.6	110.5	100.8	85.0	70.2	54.9
		11	59.4	75.3	90.0	104.6	108.7	118.3	112.4	108.1	97.8	80.0	63.7	52.1
		12	56.9	71.6	85.5	101.4	103.6	114.1	110.5	109.0	94.1	78.3	62.0	51.2
		13	55.6	71.4	81.3	99.4	96.5	106.1	105.1	109.4	92.5	79.5	64.7	50.3
		14	52.7	68.8	80.8	98.9	95.5	97.6	105.1	99.4	94.6	81.4	61.8	44.6
		15	40.9	58.2	81.1	93.7	87.4	90.4	93.7	85.5	90.0	61.8	31.5	26.8
		16	8.1	26.3	49.0	67.1	78.3	82.3	89.8	61.8	60.7	21.0	2.4	0.6
		17	-	0.8	11.4	26.3	39.3	57.2	61.2	32.9	14.3	0.2	-	-
		18	-	-	-	0.7	7.8	20.4	19.9	4.9	-	-	-	-
		19	-	-	-	-	-	-	-	-	-	-	-	-
		20	-	-	-	-	-	-	-	-	-	-	-	-
		21	-	-	-	-	-	-	-	-	-	-	-	-
		22	-	-	-	-	-	-	-	-	-	-	-	-
	Off-Peak	23	-	-	-	-	-	-	-	-	-	-	-	-
		24	-	-	-	-	-	-	-	-	-	-	-	-
Daily Supply Amt			**451**	**602**	**814**	**1,025**	**1,119**	**1,265**	**1,229**	**1,058**	**966**	**711**	**514**	**378**
Daily On-Peak Supply Amt			**451**	**602**	**804**	**986**	**1,037**	**1,153**	**1,142**	**1,012**	**935**	**703**	**513**	**378**
Monthly Supply Amt			**13,990**	**16,853**	**25,225**	**30,759**	**34,674**	**37,941**	**38,111**	**32,786**	**28,992**	**22,044**	**15,405**	**11,727**
Annual Supply Amt				**308,507**										

Lux Solar Center

Projected Portfolio Credits & Pricing

PPA Bundled Term (2029-2053)	Year	Total kPCs	Net MW Hrs	Net MWh after BESS	
	2028	145,354.6	162,783.2	145,354.6	< COD 7/1/28
1	2029	300,062.9	333,981.8	300,062.9	
2	2030	299,216.5	332,311.9	299,216.5	
3	2031	298,026.9	330,650.3	298,026.9	
4	2032	296,577.8	328,997.1	296,577.8	
5	2033	295,300.6	327,352.1	295,300.6	
6	2034	293,772.7	325,715.3	293,772.7	
7	2035	292,222.5	324,086.8	292,222.5	
8	2036	290,682.1	322,466.3	290,682.1	
9	2037	288,991.8	320,854.0	288,991.8	
10	2038	287,471.7	319,249.7	287,471.7	
11	2039	285,801.3	317,653.5	285,801.3	
12	2040	284,139.8	316,065.2	284,139.8	
13	2041	282,653.2	314,484.9	282,653.2	
14	2042	281,010.9	312,912.5	281,010.9	
15	2043	279,380.4	311,347.9	279,380.4	
16	2044	277,761.8	309,791.2	277,761.8	
17	2045	276,151.6	308,242.2	276,151.6	
18	2046	274,549.8	306,701.0	274,549.8	
19	2047	272,956.2	305,167.5	272,956.2	
20	2048	287,536.0	303,641.6	287,536.0	
21	2049	302,123.4	302,123.4	302,123.4	
22	2050	300,612.8	300,612.8	300,612.8	
23	2051	299,109.8	299,109.8	299,109.8	
24	2052	297,614.2	297,614.2	297,614.2	
25	2053	152,515.5	152,515.5	152,515.5	< Term End 6/30/53

Project Name: Nevada Geothermal Portfolio (OKGP)
Energy Source: Geothermal
Nameplate (MW AC): 50
COD: 12/31/2030
Termination Year: 12/30/2045
Owner: PPA
Service Territory: Sierra Pacific Power
# of Supply Amount Tables: 1

Expected Hourly Generation (MWhs)	Peak	Hour Ending	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	Off-Peak	1	58.5	58.1	55.3	50.9	49.3	42.5	37.6	37.6	45.6	54.3	56.6	57.9
		2	59.5	59.9	58.7	54.0	52.3	46.6	41.0	41.1	48.8	57.4	59.5	59.7
		3	59.5	60.2	58.9	54.8	52.7	47.6	42.3	42.4	49.2	57.5	59.7	59.8
		4	59.6	60.3	59.2	55.4	53.0	48.2	43.6	43.6	49.9	58.0	59.8	59.9
		5	59.9	60.5	59.4	56.0	53.5	48.9	44.7	44.5	50.7	58.5	59.9	60.0
		6	60.0	60.6	59.5	56.5	54.0	49.7	45.6	45.5	51.4	59.0	60.0	60.1
	On-Peak	7	60.0	60.7	59.5	56.9	54.1	50.1	46.0	46.0	52.1	59.3	60.1	60.2
		8	60.1	60.8	58.8	56.1	53.0	47.9	44.1	45.1	52.2	59.5	59.7	60.0
		9	59.9	60.5	57.1	53.8	51.2	45.2	40.8	41.9	50.3	59.0	58.1	59.2
		10	58.9	59.1	55.1	51.6	49.6	42.9	38.1	38.7	47.2	57.1	55.6	57.8
		11	57.3	56.9	53.8	50.0	48.1	41.3	36.3	36.3	44.5	54.2	53.4	56.1
		12	55.8	54.7	52.7	48.8	47.2	39.8	34.9	34.5	42.7	51.9	51.9	54.8
		13	54.7	53.4	51.9	47.9	46.8	38.5	33.6	33.0	41.5	50.3	51.1	53.9
		14	54.0	52.4	51.3	47.0	46.3	37.4	32.6	31.7	40.7	49.0	50.5	53.5
		15	53.7	51.9	51.0	46.3	45.8	36.6	31.7	30.7	40.1	48.1	50.2	53.3
		16	53.7	51.6	51.0	45.8	45.4	36.0	30.7	30.1	39.8	47.4	50.5	53.4
		17	54.1	51.7	51.2	45.8	45.3	35.7	30.1	29.9	39.6	47.0	51.6	54.3
		18	55.1	52.4	52.2	46.0	45.5	35.9	30.0	29.9	39.6	47.4	53.7	55.7
		19	56.4	53.8	53.4	46.6	46.1	36.4	30.8	30.5	40.2	48.6	55.6	57.0
		20	57.3	55.7	54.6	47.8	47.4	37.3	32.6	32.1	41.7	50.5	56.9	57.8
		21	58.1	57.4	55.7	49.3	48.3	39.1	34.8	34.6	43.4	52.7	57.6	58.3
		22	58.7	58.4	56.5	50.7	49.6	41.3	36.7	36.8	45.0	54.3	58.2	58.7
	Off-Peak	23	59.1	59.0	57.1	51.7	50.5	43.1	37.9	38.2	46.1	55.4	58.6	59.0
		24	59.2	59.4	57.7	52.5	50.9	44.5	39.0	39.3	47.2	56.1	59.0	59.3
Daily Supply Amt			**1,383**	**1,369**	**1,331**	**1,222**	**1,185**	**1,012**	**895**	**894**	**1,089**	**1,292**	**1,348**	**1,379**
Daily On-Peak Supply Amt			**908**	**891**	**865**	**790**	**769**	**641**	**564**	**562**	**700**	**836**	**875**	**904**
Monthly Supply Amt			**42,868**	**38,333**	**41,264**	**36,662**	**36,747**	**30,363**	**27,754**	**27,702**	**32,672**	**40,067**	**40,430**	**42,761**
Annual Supply Amt				**437,623**										

Nevada Geothermal Portfolio				
Projected Portfolio Credits & Pricing				
PPA Bundled Term (2031-2045)	Year	Total kPCs	Net MW Hrs	
	2030	1,420.0	1,420.0	< COD 12/31/30
1	2031	437,664.0	437,664.0	
2	2032	439,090.0	439,090.0	
3	2033	431,099.0	431,099.0	
4	2034	424,534.0	424,534.0	
5	2035	417,969.0	417,969.0	
6	2036	412,744.0	412,744.0	
7	2037	404,839.0	404,839.0	
8	2038	398,274.0	398,274.0	
9	2039	391,709.0	391,709.0	
10	2040	386,399.0	386,399.0	
11	2041	378,579.0	378,579.0	
12	2042	372,014.0	372,014.0	
13	2043	365,449.0	365,449.0	
14	2044	360,054.0	360,054.0	
15	2045	351,176.0	351,176.0	< Term End 12/30/45

Project Name: NGP Blue Mountain Third Amendment
Energy Source: Geothermal
Nameplate (MW AC): 30
COD: 3/31/2027
Termination Year: 12/31/2046
Owner: PPA
Service Territory: Sierra Pacific Power
# of Supply Amount Tables: 1

Expected Hourly Generation (MWhs)	Peak	Hour Ending	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	Off-Peak	1	28.9	29.4	29.5	29.1	28.3	26.9	25.8	26.1	27.1	27.5	27.6	27.9
		2	28.7	29.2	29.4	29.0	28.2	26.7	25.6	25.9	26.9	27.3	27.4	27.7
		3	28.6	29.0	29.2	28.8	28.0	26.6	25.4	25.8	26.7	27.1	27.2	27.5
		4	28.4	28.9	29.0	28.6	27.8	26.4	25.2	25.6	26.6	27.0	27.1	27.3
		5	28.2	28.7	28.8	28.5	27.7	26.2	25.1	25.4	26.4	26.8	26.9	27.2
		6	28.1	28.5	28.7	28.3	27.5	26.1	24.9	25.3	26.2	26.6	26.7	27.0
	On-Peak	7	27.9	28.3	28.5	28.1	27.3	25.9	24.7	25.1	26.1	26.4	26.6	26.8
		8	27.7	28.2	28.3	27.9	27.2	25.7	24.6	24.9	25.9	26.3	26.4	26.7
		9	27.6	28.0	28.2	27.8	27.0	25.6	24.4	24.8	25.7	26.1	26.2	26.5
		10	27.4	27.8	28.0	27.6	26.8	25.4	24.2	24.6	25.6	25.9	26.1	26.3
		11	27.2	27.7	27.8	27.4	26.6	25.2	24.1	24.4	25.4	25.8	25.9	26.2
		12	27.0	27.5	27.7	27.3	26.5	25.0	23.9	24.3	25.2	25.6	25.7	26.0
		13	26.9	27.3	27.5	27.1	26.3	24.9	23.7	24.1	25.1	25.4	25.6	25.8
		14	27.0	27.5	27.7	27.3	26.5	25.0	23.9	24.3	25.2	25.6	25.7	26.0
		15	27.2	27.7	27.8	27.4	26.6	25.2	24.1	24.4	25.4	25.8	25.9	26.2
		16	27.4	27.8	28.0	27.6	26.8	25.4	24.2	24.6	25.6	25.9	26.1	26.3
		17	27.6	28.0	28.2	27.8	27.0	25.6	24.4	24.8	25.7	26.1	26.2	26.5
		18	27.7	28.2	28.3	27.9	27.2	25.7	24.6	24.9	25.9	26.3	26.4	26.7
		19	27.9	28.3	28.5	28.1	27.3	25.9	24.7	25.1	26.1	26.4	26.6	26.8
		20	28.1	28.5	28.7	28.3	27.5	26.1	24.9	25.3	26.2	26.6	26.7	27.0
		21	28.2	28.7	28.8	28.5	27.7	26.2	25.1	25.4	26.4	26.8	26.9	27.2
		22	28.4	28.9	29.0	28.6	27.8	26.4	25.2	25.6	26.6	27.0	27.1	27.3
	Off-Peak	23	28.6	29.0	29.2	28.8	28.0	26.6	25.4	25.8	26.7	27.1	27.2	27.5
		24	28.7	29.2	29.4	29.0	28.2	26.7	25.6	25.9	26.9	27.3	27.4	27.7
Daily Supply Amt			**670**	**680**	**684**	**675**	**656**	**621**	**594**	**602**	**626**	**635**	**638**	**644**
Daily On-Peak Supply Amt			**441**	**448**	**451**	**445**	**432**	**409**	**391**	**397**	**412**	**418**	**420**	**424**
Monthly Supply Amt			**20,755**	**19,045**	**21,210**	**20,246**	**20,327**	**18,641**	**18,402**	**18,676**	**18,770**	**19,675**	**19,133**	**19,971**
Annual Supply Amt				**234,851**										

NGP Blue Mountain Third Amendment

Projected Portfolio Credits & Pricing

PPA Bundled Term (2027-2046)	Year	Total kPCs	Net MW Hrs	
1	2027	173,514.6	173,514.6	< In-service 3/31/27
2	2028	234,673.3	234,673.3	
3	2029	226,459.7	226,459.7	
4	2030	218,533.7	218,533.7	
5	2031	210,885.0	210,885.0	
6	2032	203,504.0	203,504.0	
7	2033	196,381.4	196,381.4	
8	2034	189,508.0	189,508.0	
9	2035	182,875.2	182,875.2	
10	2036	176,474.6	176,474.6	
11	2037	170,298.0	170,298.0	
12	2038	164,337.6	164,337.6	
13	2039	158,585.7	158,585.7	
14	2040	153,035.2	153,035.2	
15	2041	147,679.0	147,679.0	
16	2042	142,510.2	142,510.2	
17	2043	137,522.4	137,522.4	
18	2044	132,709.1	132,709.1	
19	2045	128,064.3	128,064.3	
20	2046	123,582.0	123,582.0	< Term End 12/31/46

Project Name: North Nevada Geothermal Portfolio
Energy Source: Geothermal
Nameplate (MW AC): 50
COD: 12/31/2030
Termination Year: 12/30/2050
Owner: PPA
Service Territory: Sierra Pacific Power
# of Supply Amount Tables: 1

Expected Hourly Generation (MWhs)	Peak	Hour Ending	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	Off-Peak	1	100.0	98.9	98.1	95.4	88.9	75.8	65.5	66.7	79.3	86.9	97.7	100.0
		2	100.0	98.9	98.7	96.0	89.9	77.6	66.8	68.3	80.7	88.0	97.8	100.0
		3	100.0	99.0	98.9	96.8	90.9	78.6	68.0	69.3	81.9	88.7	98.1	100.0
		4	100.0	99.1	99.2	97.1	91.7	79.4	68.9	70.8	83.1	89.7	98.3	100.0
		5	100.0	99.2	99.4	97.2	91.0	77.6	67.5	70.7	84.1	90.3	98.4	100.0
		6	100.0	99.3	99.3	96.0	88.2	73.4	63.8	67.8	82.9	90.6	98.6	100.0
	On-Peak	7	100.0	98.9	98.2	93.9	83.8	68.3	58.3	62.0	78.5	89.3	98.3	100.0
		8	99.9	97.5	95.5	91.0	79.0	63.4	53.3	56.5	72.4	84.8	96.3	100.0
		9	98.8	94.7	90.8	87.9	74.7	59.6	49.4	52.2	66.9	79.4	92.5	99.4
		10	96.8	92.2	86.9	85.2	71.4	57.1	47.3	49.5	62.6	74.6	88.4	98.4
		11	94.5	90.1	84.2	82.7	68.8	55.2	45.7	47.7	60.1	71.5	84.4	96.9
		12	92.7	88.8	82.3	80.6	67.0	53.7	44.2	46.2	58.3	69.5	81.8	95.5
		13	91.8	87.8	81.0	79.6	65.9	52.3	43.1	45.1	56.9	68.2	80.5	94.7
		14	92.0	87.4	80.4	78.6	65.3	51.5	42.3	44.6	56.3	67.7	80.1	95.2
		15	94.0	88.2	81.0	78.8	65.7	52.0	42.7	45.3	56.7	68.5	81.4	96.8
		16	95.5	90.9	82.9	79.9	67.2	52.9	43.9	46.4	58.2	70.7	84.6	98.7
		17	98.7	93.8	86.3	82.6	68.5	54.5	45.5	48.2	61.5	75.1	88.3	99.6
		18	99.1	95.6	90.4	85.6	71.6	57.6	48.5	52.2	66.5	78.7	91.2	99.7
		19	99.4	96.4	92.5	89.4	76.5	62.3	53.2	56.7	69.8	80.4	93.3	99.8
		20	99.6	97.1	93.6	91.2	80.0	66.0	56.8	59.3	71.2	81.8	94.1	99.8
		21	99.7	97.6	95.2	92.5	81.8	68.0	58.5	60.8	73.0	82.8	95.0	99.9
		22	99.9	98.2	96.0	93.5	83.5	70.0	60.2	62.4	74.8	84.1	96.1	99.9
	Off-Peak	23	99.9	98.5	96.6	94.4	85.3	72.1	62.0	64.0	76.5	85.5	97.0	100.0
		24	100.0	98.7	97.1	95.2	86.8	73.9	63.6	65.7	77.8	86.6	97.5	100.0
Daily Supply Amt			**2,352**	**2,287**	**2,205**	**2,141**	**1,883**	**1,553**	**1,319**	**1,378**	**1,690**	**1,933**	**2,210**	**2,374**
Daily On-Peak Supply Amt			**1,552**	**1,495**	**1,417**	**1,373**	**1,171**	**944**	**793**	**835**	**1,044**	**1,227**	**1,426**	**1,574**
Monthly Supply Amt			**72,921**	**64,030**	**68,340**	**64,233**	**58,385**	**46,584**	**40,889**	**42,730**	**50,700**	**59,935**	**66,291**	**73,603**
Annual Supply Amt				**708,643**										

North Nevada Geothermal Portfolio

Projected Portfolio Credits & Pricing

PPA Bundled Term (2031-2050)	Year	Total kPCs	Net MW Hrs	
	2030	918.0	918.0	< COD 12/31/30
1	2031	283,864.0	283,864.0	
2	2032	427,006.0	427,006.0	
3	2033	567,269.0	567,269.0	
4	2034	708,467.0	708,467.0	
5	2035	694,297.0	694,297.0	
6	2036	682,716.0	682,716.0	
7	2037	666,809.0	666,809.0	
8	2038	653,490.0	653,490.0	
9	2039	640,383.0	640,383.0	
10	2040	629,686.0	629,686.0	
11	2041	615,020.0	615,020.0	
12	2042	602,763.0	602,763.0	
13	2043	590,649.0	590,649.0	
14	2044	580,849.0	580,849.0	
15	2045	567,269.0	567,269.0	
16	2046	555,934.0	555,934.0	
17	2047	544,811.0	544,811.0	
18	2048	535,709.0	535,709.0	
19	2049	523,273.0	523,273.0	
20	2050	511,161.0	511,161.0	< Term End 12/30/50

Project Name: Sleepy Orange
Energy Source: PV with BESS
Nameplate (MW AC): 500
COD: 5/31/2030
Termination Year: 5/30/2055
Owner: PPA
Service Territory: Sierra Pacific Power
# of Supply Amount Tables: 1

Expected Hourly Generation (MWhs)	Peak	Hour Ending	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	Off-Peak	1	-	-	-	-	-	-	-	-	-	-	-	-
		2	-	-	-	-	-	-	-	-	-	-	-	-
		3	-	-	-	-	-	-	-	-	-	-	-	-
		4	-	-	-	-	-	-	-	-	-	-	-	-
		5	-	-	-	-	0.2	0.6	-	-	-	-	-	-
		6	-	-	-	8.1	37.0	62.5	29.1	10.4	1.3	-	-	-
	On-Peak	7	-	1.1	19.9	177.1	368.6	432.9	341.8	228.4	67.5	13.1	1.2	-
		8	11.4	38.0	274.6	386.6	431.7	478.5	479.3	466.8	445.8	240.0	38.4	9.4
		9	138.3	359.0	375.2	437.5	450.6	461.2	492.0	474.0	464.3	395.5	298.8	116.9
		10	310.0	416.6	387.2	442.3	453.7	453.7	492.8	471.9	471.1	417.9	335.3	252.2
		11	318.5	406.4	413.7	461.2	462.6	464.8	494.7	474.9	466.1	417.9	320.6	254.1
		12	300.7	389.3	410.7	461.8	457.4	475.7	491.3	480.0	471.0	417.3	316.6	248.1
		13	302.0	375.4	423.5	446.7	448.2	481.2	482.5	481.0	467.2	417.6	311.6	246.8
		14	315.7	374.3	414.7	445.1	452.3	480.3	474.2	473.9	467.6	432.8	330.5	241.7
		15	303.5	379.3	393.2	416.9	438.0	470.7	441.6	456.4	443.9	432.8	340.3	235.0
		16	253.1	335.0	362.3	383.9	419.6	453.7	407.8	440.7	422.4	367.9	231.3	141.0
		17	38.4	191.6	322.3	359.1	382.7	450.6	379.2	416.4	343.3	119.4	11.1	6.5
		18	-	7.7	73.1	182.0	283.6	371.3	308.0	272.6	67.1	1.9	-	-
		19	-	-	0.1	6.5	44.5	107.7	79.1	22.8	-	-	-	-
		20	-	-	-	-	-	0.5	-	-	-	-	-	-
		21	-	-	-	-	-	-	-	-	-	-	-	-
		22	-	-	-	-	-	-	-	-	-	-	-	-
	Off-Peak	23	-	-	-	-	-	-	-	-	-	-	-	-
		24	-	-	-	-	-	-	-	-	-	-	-	-
Daily Supply Amt			**2,292**	**3,274**	**3,871**	**4,615**	**5,131**	**5,646**	**5,393**	**5,170**	**4,599**	**3,674**	**2,536**	**1,752**
Daily On-Peak Supply Amt			**2,292**	**3,274**	**3,871**	**4,607**	**5,094**	**5,583**	**5,364**	**5,160**	**4,597**	**3,674**	**2,536**	**1,752**
Monthly Supply Amt			**71,040**	**91,664**	**119,986**	**138,444**	**159,052**	**169,377**	**167,195**	**160,276**	**137,958**	**113,897**	**76,071**	**54,303**
Annual Supply Amt				**1,459,262**										

Sleepy Orange

Projected Portfolio Credits & Pricing					
PPA Bundled Term (2031-2055)	**Year**	**Total kPCs**	**Net MW Hrs**	**Net MWh after BESS**	
	2030	492,592.9	574,116.7	492,592.9	< COD 5/31/30
1	2031	1,320,210.0	1,459,257.6	1,320,210.0	
2	2032	1,312,913.7	1,451,961.3	1,312,913.7	
3	2033	1,305,653.9	1,444,701.5	1,305,653.9	
4	2034	1,298,430.4	1,437,478.0	1,298,430.4	
5	2035	1,291,243.0	1,430,290.6	1,291,243.0	
6	2036	1,284,091.5	1,423,139.2	1,284,091.5	
7	2037	1,276,975.8	1,416,023.5	1,276,975.8	
8	2038	1,269,895.7	1,408,943.3	1,269,895.7	
9	2039	1,262,851.0	1,401,898.6	1,262,851.0	
10	2040	1,255,841.5	1,394,889.1	1,255,841.5	
11	2041	1,248,867.1	1,387,914.7	1,248,867.1	
12	2042	1,241,927.5	1,380,975.1	1,241,927.5	
13	2043	1,235,022.6	1,374,070.2	1,235,022.6	
14	2044	1,228,152.3	1,367,199.9	1,228,152.3	
15	2045	1,221,316.3	1,360,363.9	1,221,316.3	
16	2046	1,214,514.4	1,353,562.1	1,214,514.4	
17	2047	1,207,746.6	1,346,794.3	1,207,746.6	
18	2048	1,201,012.7	1,340,060.3	1,201,012.7	
19	2049	1,194,312.4	1,333,360.0	1,194,312.4	
20	2050	1,269,550.3	1,326,693.2	1,269,550.3	
21	2051	1,320,059.7	1,320,059.7	1,320,059.7	
22	2052	1,313,459.4	1,313,459.4	1,313,459.4	
23	2053	1,306,892.1	1,306,892.1	1,306,892.1	
24	2054	1,300,357.7	1,300,357.7	1,300,357.7	
25	2055	1,293,855.9	1,293,855.9	1,293,855.9	< Term End 5/30/55

Project Name: White Pine Solar
Energy Source: PV with BESS
Nameplate (MW AC): 350
COD: 12/31/2028
Termination Year: 12/30/2053
Owner: PPA
Service Territory: Sierra Pacific Power
# of Supply Amount Tables: 1

Expected Hourly Generation (MWhs)	Peak	Hour Ending	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	Off-Peak	1	-	-	-	-	-	-	-	-	-	-	-	-
		2	-	-	-	-	-	-	-	-	-	-	-	-
		3	-	-	-	-	-	-	-	-	-	-	-	-
		4	-	-	-	-	-	-	-	-	-	-	-	-
		5	-	-	-	-	0.9	3.2	0.7	-	-	-	-	-
		6	-	-	-	15.9	93.9	133.3	88.6	29.3	1.8	-	-	-
	On-Peak	7	-	0.2	34.6	144.7	250.0	291.5	233.7	194.7	113.3	31.3	0.9	-
		8	13.9	74.8	194.9	254.1	291.9	330.2	316.7	312.1	279.5	205.8	82.3	16.3
		9	126.2	200.5	269.9	300.2	305.6	331.5	314.4	328.7	321.1	274.9	202.1	142.0
		10	165.5	218.2	285.5	317.3	312.5	326.8	319.8	322.9	321.2	271.9	205.1	172.4
		11	176.4	226.9	272.6	297.8	310.6	333.6	300.3	313.1	310.4	263.9	196.7	160.8
		12	178.6	215.7	263.4	288.8	303.6	319.4	310.2	300.3	283.4	249.9	192.4	161.8
		13	184.4	215.1	255.6	269.4	286.8	306.6	303.9	285.5	279.0	253.0	202.1	163.2
		14	180.4	219.5	241.7	261.4	260.4	297.3	284.0	269.7	292.7	244.4	206.4	162.8
		15	174.3	198.5	234.9	234.9	240.1	284.5	246.7	234.0	287.1	223.3	197.5	152.1
		16	98.3	164.8	199.0	205.2	216.6	258.0	235.2	224.1	231.4	156.7	84.8	52.0
		17	10.7	57.4	111.5	150.9	205.8	219.5	196.5	178.7	119.4	34.6	1.6	0.1
		18	-	0.4	11.8	37.5	84.8	144.5	108.2	68.6	11.2	-	-	-
		19	-	-	-	-	3.4	16.3	12.8	1.0	-	-	-	-
		20	-	-	-	-	-	-	-	-	-	-	-	-
		21	-	-	-	-	-	-	-	-	-	-	-	-
		22	-	-	-	-	-	-	-	-	-	-	-	-
	Off-Peak	23	-	-	-	-	-	-	-	-	-	-	-	-
		24	-	-	-	-	-	-	-	-	-	-	-	-
Daily Supply Amt			**1,309**	**1,792**	**2,375**	**2,778**	**3,167**	**3,596**	**3,272**	**3,063**	**2,852**	**2,210**	**1,572**	**1,184**
Daily On-Peak Supply Amt			**1,309**	**1,792**	**2,375**	**2,762**	**3,072**	**3,460**	**3,182**	**3,033**	**2,850**	**2,210**	**1,572**	**1,184**
Monthly Supply Amt			**40,570**	**50,176**	**73,637**	**83,343**	**98,174**	**107,886**	**101,423**	**94,944**	**85,545**	**68,501**	**47,157**	**36,689**
Annual Supply Amt				**888,044**										

White Pine Solar

Projected Portfolio Credits & Pricing

PPA Bundled Term (2029-2053)	Year	Total kPCs	Net MW Hrs	Net MWh after BESS	
	2028	957.0	1,183.6	957.0	< COD 12/31/28
1	2029	804,259.0	887,998.3	804,259.0	
2	2030	798,778.9	883,558.3	798,778.9	
3	2031	793,317.3	879,140.5	793,317.3	
4	2032	787,874.2	874,744.8	787,874.2	
5	2033	782,449.4	870,371.1	782,449.4	
6	2034	777,042.7	866,019.2	777,042.7	
7	2035	771,654.1	861,689.1	771,654.1	
8	2036	766,283.4	857,380.7	766,283.4	
9	2037	760,930.4	853,093.8	760,930.4	
10	2038	755,595.1	848,828.3	755,595.1	
11	2039	750,277.4	844,584.2	750,277.4	
12	2040	744,977.0	840,361.3	744,977.0	
13	2041	739,693.9	836,159.5	739,693.9	
14	2042	734,428.0	831,978.7	734,428.0	
15	2043	729,179.1	827,818.8	729,179.1	
16	2044	723,947.0	823,679.7	723,947.0	
17	2045	718,731.8	819,561.3	718,731.8	
18	2046	713,533.2	815,463.5	713,533.2	
19	2047	708,351.1	811,386.1	708,351.1	
20	2048	704,294.1	807,329.2	704,294.1	
21	2049	803,292.6	803,292.6	803,292.6	
22	2050	799,276.1	799,276.1	799,276.1	
23	2051	795,279.7	795,279.7	795,279.7	
24	2052	791,303.3	791,303.3	791,303.3	
25	2053	787,346.8	787,346.8	787,346.8	< Term End 12/30/53

Project Name: Winston Solar
Energy Source: PV with BESS
Nameplate (MW AC): 400
COD: 10/1/2029
Termination Year: 9/30/2054
Owner: PPA
Service Territory: Sierra Pacific Power
# of Supply Amount Tables: 1

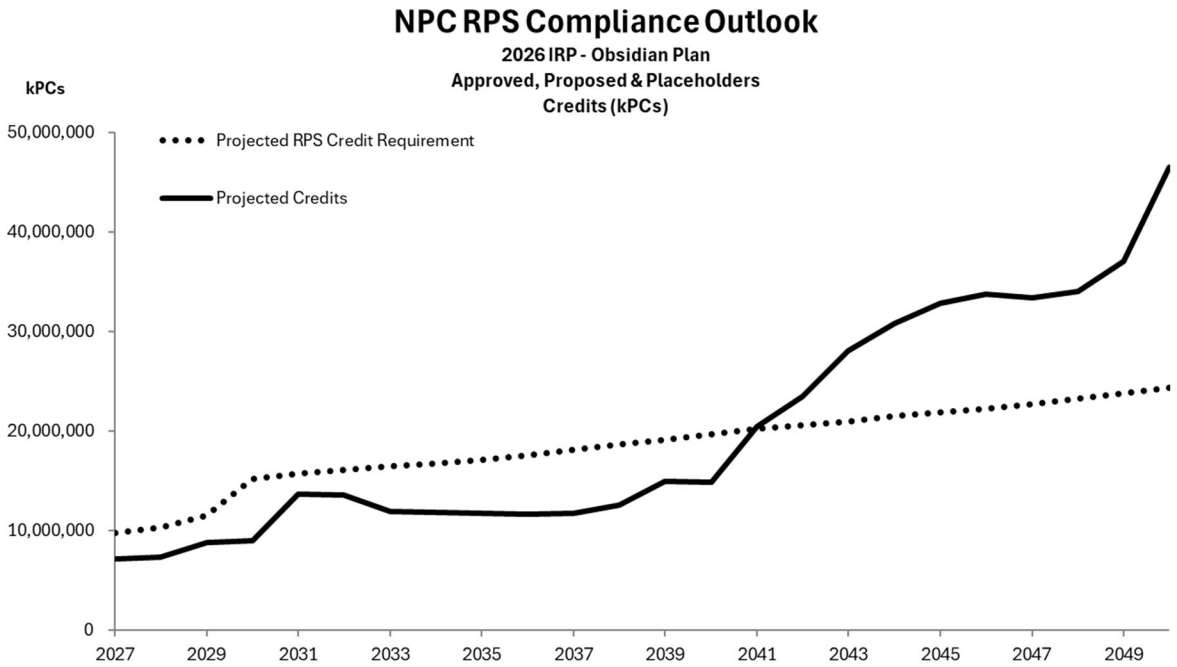
Expected Hourly Generation (MWhs)	Peak	Hour Ending	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	Off-Peak	1	-	-	-	-	-	-	-	-	-	-	-	-
		2	-	-	-	-	-	-	-	-	-	-	-	-
		3	-	-	-	-	-	-	-	-	-	-	-	-
		4	-	-	-	-	-	-	-	-	-	-	-	-
		5	-	-	-	-	-	0.1	-	-	-	-	-	-
		6	-	-	-	5.2	48.1	73.1	41.4	10.3	0.3	-	-	-
	On-Peak	7	-	-	22.1	122.3	220.9	265.4	232.4	144.2	86.9	17.2	0.2	-
		8	6.0	57.0	168.2	295.2	343.1	359.3	371.8	299.4	296.8	169.6	64.6	12.0
		9	129.7	227.6	272.6	333.1	363.0	378.5	391.0	350.2	358.2	290.8	215.7	133.7
		10	233.8	282.5	301.0	353.5	374.2	385.2	397.3	375.4	362.0	303.3	249.2	198.0
		11	231.8	281.5	321.5	363.2	377.6	389.2	397.1	380.8	348.9	297.9	231.9	193.2
		12	209.9	269.6	321.0	366.2	371.6	389.4	395.0	378.7	349.7	293.0	226.1	184.5
		13	202.6	261.2	312.7	349.5	365.3	375.4	374.4	388.6	340.4	302.2	222.4	182.0
		14	206.0	259.1	296.1	345.5	344.2	374.9	366.4	387.0	352.6	308.5	229.8	191.6
		15	214.7	246.7	295.4	341.8	328.7	369.6	352.6	356.7	348.9	296.7	222.2	195.9
		16	153.2	242.0	274.5	301.5	318.4	339.9	326.4	307.7	337.4	232.7	126.8	88.2
		17	24.1	100.1	179.8	241.8	286.7	306.3	308.3	248.9	228.8	65.8	5.3	2.0
		18	-	3.0	35.6	85.8	165.5	236.3	203.1	123.7	43.5	0.5	-	-
		19	-	-	-	2.2	24.7	67.1	48.4	13.0	-	-	-	-
		20	-	-	-	-	-	-	-	-	-	-	-	-
		21	-	-	-	-	-	-	-	-	-	-	-	-
		22	-	-	-	-	-	-	-	-	-	-	-	-
	Off-Peak	23	-	-	-	-	-	-	-	-	-	-	-	-
		24	-	-	-	-	-	-	-	-	-	-	-	-
Daily Supply Amt			**1,612**	**2,230**	**2,801**	**3,507**	**3,932**	**4,310**	**4,206**	**3,765**	**3,454**	**2,578**	**1,794**	**1,381**
Daily On-Peak Supply Amt			**1,612**	**2,230**	**2,801**	**3,502**	**3,884**	**4,237**	**4,164**	**3,754**	**3,454**	**2,578**	**1,794**	**1,381**
Monthly Supply Amt			**49,966**	**62,448**	**86,816**	**105,204**	**121,892**	**129,291**	**130,374**	**116,703**	**103,632**	**79,924**	**53,826**	**42,814**
Annual Supply Amt				**1,082,889**										

Winston Solar

Projected Portfolio Credits & Pricing

PPA Bundled Term (2030-2054)	Year	Total kPCs	Net MW Hrs	Net MWh after BESS	
	2029	142,994.9	168,971.4	142,994.9	< COD 10/1/29
1	2030	952,784.6	1,056,652.7	952,784.6	
2	2031	946,690.2	1,051,369.4	946,690.2	
3	2032	940,620.3	1,046,112.6	940,620.3	
4	2033	934,574.7	1,040,882.0	934,574.7	
5	2034	928,553.4	1,035,677.6	928,553.4	
6	2035	922,556.1	1,030,499.2	922,556.1	
7	2036	916,582.8	1,025,346.7	916,582.8	
8	2037	910,633.3	1,020,220.0	910,633.3	
9	2038	904,707.5	1,015,118.9	904,707.5	
10	2039	898,805.2	1,010,043.3	898,805.2	
11	2040	892,926.3	1,004,993.1	892,926.3	
12	2041	887,070.7	999,968.1	887,070.7	
13	2042	881,238.3	994,968.3	881,238.3	
14	2043	875,428.8	989,993.4	875,428.8	
15	2044	869,642.3	985,043.5	869,642.3	
16	2045	863,878.4	980,118.3	863,878.4	
17	2046	858,137.2	975,217.7	858,137.2	
18	2047	852,418.5	970,341.6	852,418.5	
19	2048	846,722.1	965,489.9	846,722.1	
20	2049	871,830.6	960,662.4	871,830.6	
21	2050	955,859.1	955,859.1	955,859.1	
22	2051	951,079.8	951,079.8	951,079.8	
23	2052	946,324.4	946,324.4	946,324.4	
24	2053	941,592.8	941,592.8	941,592.8	
25	2054	787,065.7	787,065.7	787,065.7	< Term End 9/30/54

REN-2



Projected RPS credit short-fall, approved, proposed & placeholder >> **2027**

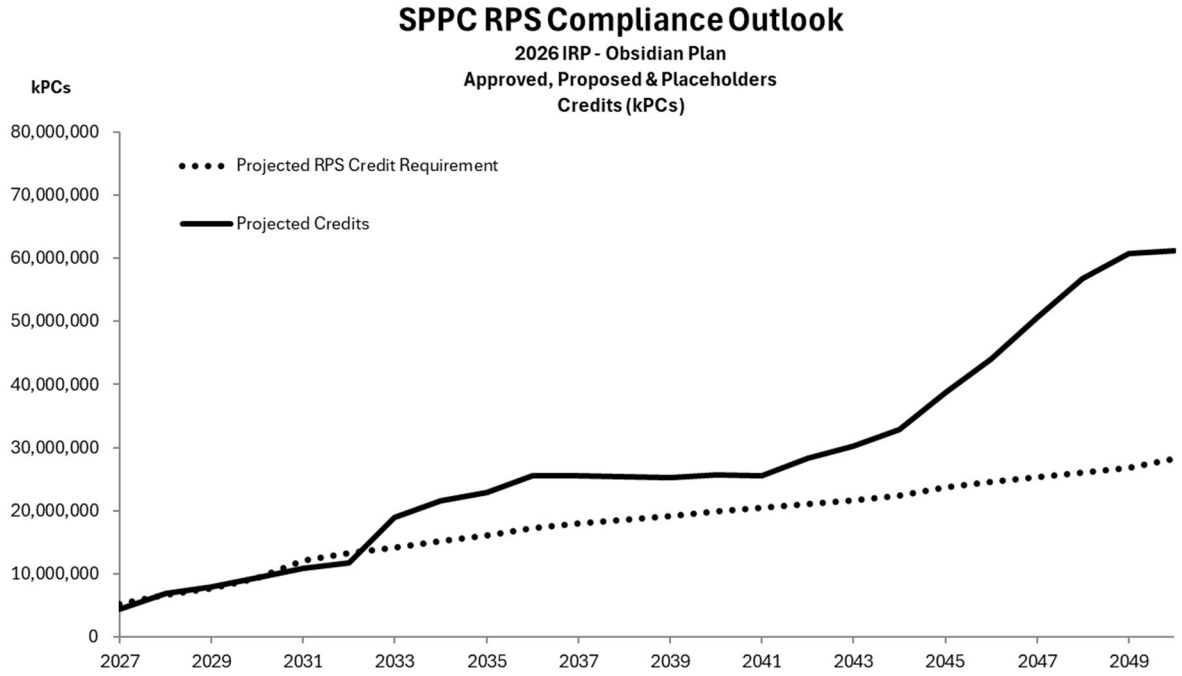
PROJECT STATUS	PROJECT	RESOURCE TYPE	MW	COD MTH / YR
Proposed >	Boulder Solar III	Photovoltaic	127.9	6 2028
Proposed >	Southern Bighorn 1 & 2	Photovoltaic	400.0	7 2028
Proposed >	Stillwater	Photovoltaic	47.3	1 2030
Proposed >	Coyote Energy 1	Photovoltaic	600.0	12 2030
Proposed >	Amargosa Energy Center	Photovoltaic	1,200.0	12 2030
Placeholder >	PV Alone Placeholders[1,2]	Photovoltaic	14,038.0	1 2038
Placeholder >	Wind-NV Placeholders[1,2]	Wind	1,650.0	1 2037
		Total NPC	18,063.2	

1 Placeholders do not imply intent. The timing and type of projects selected will be driven based on the proposals submitted; company's energy and capacity needs; the company's green energy objectives; all relevant federal and state statues and the options available.

2 Placeholder resources are grouped by technology type, with COD indicating the initial availability date. Additional capacity for each placeholder type is introduced throughout the study period with the cumulative MW for each technology summarized here. Please refer to the ECON workpapers for more detail.

Nevada Power - Projected Portfolio Energy Credits by Year and Type

Year	Net Energy (Adjusted for Curtailment)	Station Usage, Misc. PEC Purchases, GRT Credit Obligations & Credit Repayments	Renewable Generations	Exit Credit Obligation	Prior Year Banked or (Deficit Carry Forward) adjusted for Credits Repaid to SPPC	Total kPCs	Projected RPS Credit Requirement
2027	8,293,520	(1,728,274)	597,939	0	0	7,163,185	9,737,405
2028	8,780,079	(1,993,024)	593,457	0	0	7,380,513	10,339,237
2029	9,741,273	(1,521,350)	589,009	0	0	8,808,932	11,482,718
2030	9,629,568	(1,204,438)	584,594	0	0	9,009,725	15,143,109
2031	14,295,194	(1,193,373)	580,213	0	0	13,682,033	15,699,201
2032	14,195,559	(1,227,863)	575,864	0	0	13,543,561	16,087,035
2033	12,747,821	(1,442,070)	571,548	0	0	11,877,300	16,412,885
2034	12,706,386	(1,436,394)	567,264	0	0	11,837,256	16,763,399
2035	12,604,417	(1,430,685)	563,013	0	0	11,736,744	17,116,178
2036	12,552,310	(1,426,378)	558,793	0	0	11,684,725	17,597,186
2037	12,612,967	(1,420,033)	554,605	0	0	11,747,538	18,095,521
2038	13,186,140	(1,139,848)	550,448	0	0	12,596,741	18,623,414
2039	15,502,961	(1,136,687)	546,323	0	0	14,912,597	19,120,853
2040	15,410,752	(1,136,287)	542,228	0	0	14,816,693	19,669,767
2041	21,105,554	(1,189,550)	538,164	0	0	20,454,168	20,186,429
2042	24,161,624	(1,185,933)	534,130	0	0	23,509,822	20,599,122
2043	28,670,388	(1,182,383)	530,127	0	0	28,018,132	20,988,422
2044	31,473,608	(1,179,532)	526,154	0	0	30,820,230	21,480,657
2045	33,465,151	(1,175,372)	522,211	0	0	32,811,989	21,846,776
2046	34,375,179	(1,171,940)	518,297	0	0	33,721,536	22,256,331
2047	34,040,034	(1,168,581)	514,412	0	0	33,385,864	22,702,741
2048	34,707,772	(1,166,060)	510,557	0	0	34,052,269	23,227,939
2049	37,466,353	(953,233)	506,730	0	0	37,019,850	23,783,805
2050	46,079,402	(77,091)	502,932	0	0	46,505,244	24,366,995



Projected RPS credit short-fall, approved, proposed & placeholder >> **2027**

PROJECT STATUS	PROJECT	RESOURCE TYPE	MW	COD MTH / YR	
Proposed >	Jersey Valley	Photovoltaic	67.2	11	2027
Proposed >	NGP Blue Mountain Third Amendment	Geothermal	29.5	1	2027
Proposed >	Lux Solar Center	Photovoltaic	125.0	7	2028
Proposed >	White Pine Solar	Photovoltaic	350.0	12	2028
Proposed >	Winston Solar	Photovoltaic	400.0	10	2029
Proposed >	Iron Point Energy Center[1]	Photovoltaic	250.0	12	2029
Proposed >	Hot Pot Energy Center[1]	Photovoltaic	350.0	10	2029
Proposed >	Nevada Geothermal Portfolio[1]	Geothermal	50.0	12	2030
Proposed >	Sleepy Orange	Photovoltaic	500.0	5	2030
Proposed >	North Nevada Geothermal Portfolio[1]	Geothermal	100.0	12	2030
Placeholder >	Geothermal Placeholders[2,3]	Geothermal	3,813.6	1	2031
Placeholder >	PV Alone Placeholders[2,3]	Photovoltaic	9,428.7	1	2031
Placeholder >	Wind-NV Placeholders[2,3]	Wind	1,050.0	1	2033
Placeholder >	Wind-ID Placeholders[2,3]	Wind	952.0	1	2034
Total SPPC		Total SPPC	17,466.0		

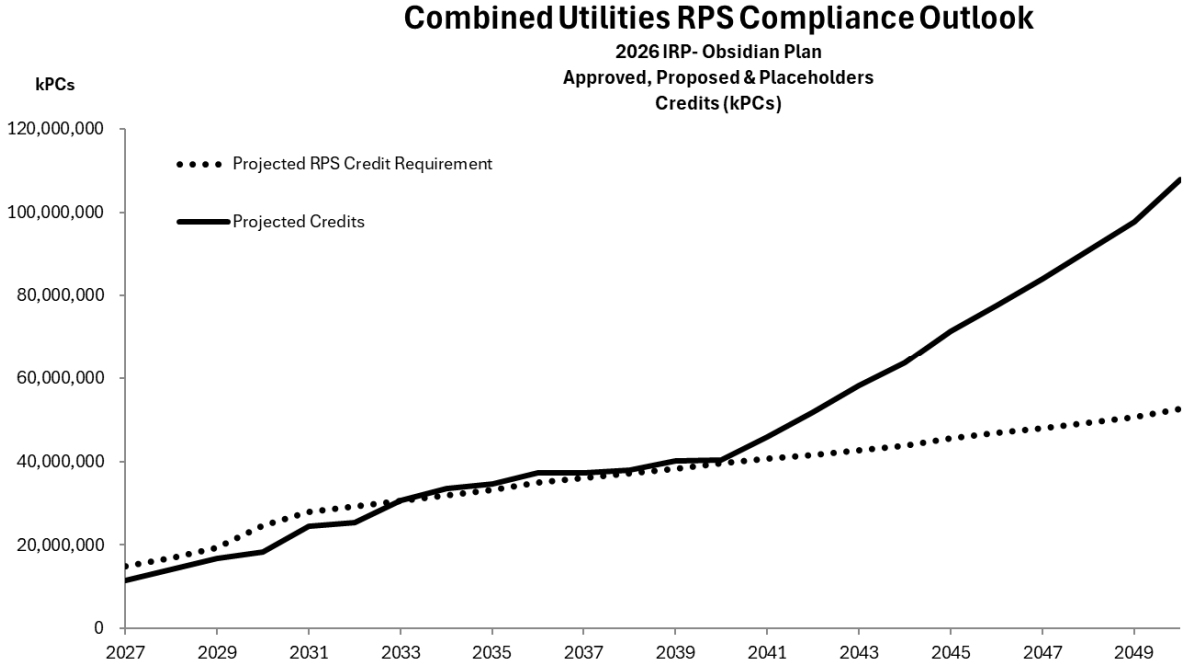
1 This is a sleeved PPA associated with specific customer energy agreements as described in the Renewables section of the IRP narrative.

2 Placeholders do not imply intent. The timing and type of projects selected will be driven based on the proposals submitted; company's energy and capacity needs; the company's green energy objectives; all relevant federal and state statues and the options available.

3 Placeholder resources are grouped by technology type, with COD indicating the initial availability date. Additional capacity for each placeholder type is introduced throughout the study period with the cumulative MW for each technology summarized here. Please refer to the ECON workpapers for more detail.

Sierra Pacific Power - Projected Portfolio Energy Credits by Year and Type

Year	Net Energy (Adjusted for Curtailment)	Station Usage, Misc. PEC Purchases, GRT Credit Obligations & Credit Repayments	Renewable Generations	Exit Credit Obligation	Prior Year Banked + Pool Repayments or (Deficit Carry Forward)	Total kPCs	Projected RPS Credit Requirement
2027	4,593,469	(162,674)	109,659	(140,287)	0	4,400,167	5,199,191
2028	6,861,249	(114,387)	108,839	0	0	6,855,700	6,647,928
2029	8,082,963	(324,554)	108,025	0	0	7,866,434	7,747,137
2030	11,944,220	(2,690,105)	107,217	0	0	9,361,332	9,360,517
2031	14,216,532	(3,487,369)	106,416	0	0	10,835,578	12,103,134
2032	15,233,389	(3,618,582)	105,620	0	0	11,720,427	13,240,643
2033	22,514,177	(3,745,731)	104,830	0	0	18,873,277	14,220,340
2034	25,361,871	(3,875,077)	104,047	0	0	21,590,841	15,111,044
2035	26,585,558	(3,848,619)	103,269	0	0	22,840,207	16,129,848
2036	29,292,118	(3,824,630)	102,497	0	0	25,569,985	17,293,472
2037	29,182,744	(3,796,905)	101,730	0	0	25,487,570	17,937,424
2038	28,700,989	(3,475,618)	100,970	0	0	25,326,341	18,579,589
2039	28,620,921	(3,452,019)	100,215	0	0	25,269,117	19,187,000
2040	28,988,607	(3,430,161)	99,466	0	0	25,657,912	19,859,951
2041	28,807,295	(3,397,759)	98,722	0	0	25,508,258	20,419,761
2042	31,516,803	(3,361,286)	97,984	0	0	28,253,501	21,042,892
2043	33,467,459	(3,339,202)	97,252	0	0	30,225,509	21,683,067
2044	36,140,653	(3,318,815)	96,525	0	0	32,918,363	22,384,605
2045	40,585,659	(1,975,607)	95,803	0	0	38,705,855	23,642,930
2046	45,296,364	(1,420,466)	95,087	0	0	43,970,985	24,611,219
2047	51,975,661	(1,406,912)	94,376	0	0	50,663,125	25,313,727
2048	58,018,252	(1,393,583)	93,671	0	0	56,718,340	26,067,146
2049	61,862,395	(1,240,938)	92,971	0	0	60,714,428	26,761,847
2050	61,641,836	(486,856)	92,276	0	0	61,247,256	28,205,650



2026 IRP

IRP- Obsidian Plan

		2027	2028	2029	2030	2031	2032	2033	2034	2035
Bundled Retail Sales										
NPC		22,324,526	24,363,756	25,921,375	28,127,361	30,637,482	31,751,739	32,529,717	33,182,506	33,885,044
SPPS		10,518,365	13,307,060	16,743,503	19,529,588	22,203,847	28,475,535	30,876,547	32,958,396	34,864,251
	Bundled Retail Sales	32,842,892	37,670,817	42,664,879	47,656,949	52,841,329	60,227,274	63,406,264	66,140,902	68,749,295
Green Energy										
NPC	Net (Approved)	7,909,557	8,293,582	8,136,852	8,337,391	8,050,790	8,023,302	7,933,112	6,705,857	6,678,869
	Net (Pending *)	0	0	643,227	1,403,882	1,578,778	6,271,891	6,262,447	6,042,250	6,027,517
	Net (Placeholder)	0	0	0	0	0	0	0	0	0
	Curtailment**	0	(63)	0	0	0	0	0	(285)	0
SPPC	Net (Approved)	3,358,332	4,413,452	6,333,189	6,363,403	7,164,645	7,224,274	7,213,032	7,182,631	7,160,627
	Net (Pending*)	0	180,047	528,059	1,719,836	4,779,610	6,079,939	6,193,739	6,248,216	6,344,920
	Net (Placeholder)	0	0	0	0	0	912,319	1,826,862	9,083,818	11,856,991
	Curtailment**	0	(31)	0	(276)	(35)	0	(245)	(487)	(667)
	Green Energy	11,267,889	12,886,988	15,641,328	17,824,236	21,573,788	28,511,725	29,428,948	35,261,998	38,068,256
	Percent Green	**34.3%**	**34.2%**	**36.7%**	**37.4%**	**40.8%**	**47.3%**	**46.4%**	**53.3%**	**55.4%**

*Projects submitted to the Commission for approval

**Curtailment could come from any combination of approved, pending and/or placeholder generation.

2026 IRP

IRP- Obsidian Plan

		2036	2037	2038	2039	2040	2041	2042	2043
Bundled Retail Sales									
NPC		34,592,006	35,556,037	36,554,072	37,611,889	38,608,857	39,709,272	40,743,946	41,571,247
SPPS		36,870,566	39,168,835	40,424,486	41,548,144	42,733,643	44,052,158	45,133,655	46,337,899
	Bundled Retail Sales	71,462,572	74,724,872	76,978,558	79,160,033	81,342,501	83,761,430	85,877,601	87,909,146
Green Energy									
NPC	Net (Approved)	6,603,583	6,584,299	6,275,243	5,790,053	5,692,186	5,618,910	5,525,134	5,502,032
	Net (Pending *)	6,000,834	5,968,011	5,942,116	5,910,451	5,871,912	5,843,337	5,802,942	5,759,687
	Net (Placeholder)	0	0	395,608	1,485,636	3,938,863	3,948,505	9,789,340	13,020,273
	Curtailment**	0	0	0	0	0	0	(11,862)	(120,367)
SPPC	Net (Approved)	7,138,993	7,125,046	7,099,737	6,675,767	6,656,107	6,643,638	6,608,363	6,575,017
	Net (Pending*)	6,285,362	6,229,511	6,171,764	6,114,515	6,054,150	6,008,798	5,931,824	5,867,548
	Net (Placeholder)	13,161,364	15,937,765	15,911,661	15,911,661	15,911,661	16,336,587	16,307,268	19,508,504
	Curtailment**	(161)	(205)	(417)	(954)	(997)	(415)	(40,160)	(434,265)
	Green Energy	39,189,974	41,844,428	41,795,711	41,887,130	44,123,882	44,399,359	49,912,849	55,678,427
	Percent Green	**54.8%**	**56.0%**	**54.3%**	**52.9%**	**54.2%**	**53.0%**	**58.1%**	**63.3%**

*Projects submitted to the Commission for approval

**Curtailment could come from any combination of approved, pending and/or placeholder generation.

2026 IRP

IRP- Obsidian Plan

		2044	2045	2046	2047	2048	2049	2050	2051
Bundled Retail Sales									
NPC		42,351,823	43,338,842	44,072,520	44,893,600	45,788,402	46,841,447	47,745,799	48,772,895
SPPS		47,590,629	48,967,908	50,135,740	51,473,099	52,859,209	54,347,538	55,567,173	56,963,827
	Bundled Retail Sales	89,942,452	92,306,750	94,208,261	96,366,699	98,647,611	101,188,984	103,312,972	105,736,722
Green Energy									
NPC	Net (Approved)	5,478,946	5,461,901	5,168,034	4,951,047	4,296,787	4,281,948	3,231,314	991,021
	Net (Pending *)	5,722,548	5,690,949	5,645,934	5,616,263	5,588,614	5,633,319	5,678,017	5,646,689
	Net (Placeholder)	18,066,096	21,021,905	24,256,741	25,456,189	25,851,797	26,279,546	30,315,916	43,737,084
	Curtailment**	(597,203)	(701,147)	(1,605,559)	(1,648,321)	(1,697,165)	(1,487,041)	(1,758,893)	(4,295,392)
SPPC	Net (Approved)	6,554,984	6,542,865	5,196,369	4,908,614	4,644,008	3,885,124	3,256,329	3,245,421
	Net (Pending*)	5,806,061	5,752,060	5,681,689	5,281,807	5,150,540	5,145,136	5,165,402	3,980,389
	Net (Placeholder)	22,314,131	24,871,729	31,853,264	37,354,145	44,238,236	51,185,729	56,264,779	59,011,072
	Curtailment**	(1,207,717)	(1,026,001)	(2,145,663)	(2,248,201)	(2,057,123)	(2,197,738)	(2,824,115)	(4,595,046)
	Green Energy	62,137,847	67,614,261	74,050,810	79,671,543	86,015,695	92,726,024	99,328,749	107,721,238
	Percent Green	**69.1%**	**73.2%**	**78.6%**	**82.7%**	**87.2%**	**91.6%**	**96.1%**	**101.9%**

*Projects submitted to the Commission for approval

**Curtailment could come from any combination of approved, pending and/or placeholder generation.

REN-3-AEC(a)(1)

Execution Version

LONG-TERM RENEWABLE POWER PURCHASE AGREEMENT (PHASE 1)

BETWEEN

NEVADA POWER COMPANY D/B/A NV ENERGY

AND

AV ENERGY CENTER, LLC

Amargosa Energy Center (Phase 1)
Nye County, Nevada

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LONG-TERM RENEWABLE POWER PURCHASE AGREEMENT (PHASE 1)

This Long-Term Renewable Power Purchase Agreement (Phase 1) (this "Agreement") is made and entered into as of April 17, 2026 (the "Effective Date") by and between **NEVADA POWER COMPANY,** a Nevada corporation, d/b/a NV Energy acting in its merchant function capacity ("Buyer"), and AV Energy Center, LLC, a Delaware limited liability company ("Supplier"). Buyer and Supplier are sometimes referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Buyer is an operating electric public utility, subject to the applicable rules and regulations of the PUCN and FERC (as such terms are defined below);

WHEREAS, Buyer seeks the ability to dispatch renewable energy at a fixed price in order to reduce its reliance on fossil fuels, to meet peak energy demand and obtain Ancillary Services (as such term is defined below);

WHEREAS, Supplier intends to construct or cause to be constructed the Facility (as such term is defined below) upon the terms and conditions set forth herein; and

WHEREAS, Supplier desires to sell to Buyer, and Buyer desires to purchase from Supplier, Product (as such term is defined below) from the Facility upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the covenants and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Supplier, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set forth below:

1.1 "Accepted Compliance Costs" is defined in Section 3.5.

1.2 "Adjusted Annual Supply Amount" means, with respect to a Contract Year, the Annual Supply Amount less the total amount of Net Energy associated with Excused Product, if any, for such Contract Year.

1.3 "Adjusted Stub Period Supply Amount" means, with respect to the Stub Period, the Stub Period Supply Amount less the total amount of Net Energy associated with Excused Product, if any, for the Stub Period.

1.4 "Affiliate" means, with respect to any Person, each Person that directly or indirectly, controls or is controlled by or is under common control with such Person. For the purposes of this definition, "control" (including, with correlative meanings, the terms "controlled by" and "under common control with"), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to

direct or cause the direction of the management, operations or policies of such Person, whether through the ownership of voting securities or by contract or otherwise. Notwithstanding the foregoing, with respect to (i) Buyer, unless Buyer Assigns this Agreement or there is a change of control of Buyer, Affiliate shall only include Berkshire Hathaway Energy Company and its direct and indirect, wholly owned subsidiaries, and (ii) Supplier, Affiliate shall only include Supplier's Ultimate Corporate Parent and its direct and indirect, wholly owned subsidiaries.

1.5 "AGC" means automatic generator control.

1.6 "Agreement" means this Long-Term Renewable Power Purchase Agreement (Phase 1) together with the Exhibits attached hereto, as amended from time to time.

1.7 "ALTA Survey" means a land survey prepared and certified in accordance with the standards jointly promulgated by the American Land Title Association and the American Congress on Surveying and Mapping.

1.8 "Ancillary Services" means those services necessary to support the transmission of electric power from Supplier to Buyer and to maintain reliable operations of the Transmission System, including voltage control, operating reserve, spinning reserve, Primary Frequency Response, secondary and tertiary frequency response through AGC and reactive power.

1.9 "Annual Supply Amount" means, with respect to each Contract Year, the sum of the twelve (12) Monthly Supply Amounts for that Contract Year.

1.10 "APA" means that certain Asset Purchase and Sale Agreement, dated as of the date hereof, by and between Buyer, as seller, and Supplier, as buyer.

1.11 "APA Closing" means that the APA has been duly executed, is in full force and effect, and the "Closing Date" (as defined therein) has occurred.

1.12 "Approval Date" means the date on which all of the Conditions Precedent have been satisfied or waived in accordance with Article 16.

1.13 "Approved Contractor" means any contractor listed in Exhibit 30.

1.14 "ASC" is defined in Section 12.7.

1.15 "Assigned", "Assign", "Assigning" and "Assignment" are defined in Section 23.

1.16 "Availability Liquidated Damages" is defined in Exhibit 26.

1.17 "Availability Notice" means a notice delivered by Supplier to Buyer pursuant to Section 14.2 notifying Buyer of the availability of the Facility.

1.18 "Availability Test" means the test described in Exhibit 26.

1.19 "Average On-Peak Mead" means the simple average of the Mead for the On-Peak hours of the Summer Months or the Non-Summer Months, as applicable.

1.20 "Balancing Authority Area" is defined in the OATT (as may be modified from time to time) of the Balancing Authority Area Operator.

1.21 "Balancing Authority Area Operator" means a Person, and its agents and any successors thereto, that is responsible for the operation of the electric transmission system and for maintaining reliability of the electric transmission system, including the Transmission System, within the Balancing Authority Area where the Facility is located. As of the Effective Date, the Balancing Authority Area Operator is the Transmission Provider.

1.22 "Billing Period" is defined in Section 7.2.1.

1.23 "BLM" means the Bureau of Land Management.

1.24 "BLM NTP Date" means the date BLM authorizes or otherwise permits the commencement of construction activities at the Project Site (either through the issuance of a standalone notice to proceed or inclusion of a construction authorization in the record of decision or decision record, or otherwise).

1.25 "Business Day" means any day other than Saturday, Sunday and any day that is a holiday observed by Buyer.

1.26 "Buyer" is defined in the preamble of this Agreement and includes such Person's permitted successors and assigns.

1.27 "Buyer ROFO Notice" is defined in Section 6.1.1.

1.28 "Buyer's PC Account" means the account maintained by the PC Administrator for the purpose of tracking the production, sale, transfer, purchase and retirement of PCs by Buyer, or such other account, including a WREGIS account, as Buyer may designate from time to time.

1.29 "Buyer's Required Regulatory Approvals" means the approvals, consents, authorizations or permits of, or filing with, or notification to the Governmental Authorities listed on Exhibit 9, and such others as are deemed by Buyer to be necessary or desirable from time to time.

1.30 "CAMD" means the Clean Air Markets Division of the Environmental Protection Agency or successor administrator, or any Governmental Authority given jurisdiction over a program involving transferability of Renewable Energy Benefits or any part thereof.

1.31 "Capacity Rights" means any current or future defined characteristic, certificate, tag, credit, or attribute thereof, or accounting construct, including any of the same counted towards any current or future resource adequacy or reserve requirements, associated with the electric generation capability and capacity of the Facility or the Facility's capability and ability to produce energy. Capacity Rights do not include any Tax Credits of any kind existing now or in the future associated with the construction, ownership or operation of the Facility.

1.32 "Certified Nameplate Capacity Rating" is defined in Section 8.3.2.2.

1.33 "Charging Energy" means all Energy produced by the Generating Facility, less transformation and transmission losses, if any, delivered to the Storage Facility Metering Point in accordance with a Charging Notice from Buyer pursuant to Section 3.4.6. Buyer's payment for Charging Energy shall not be for more than the amount of Energy flowing through, and delivered at, the Storage Facility Metering Point and, in any event, not greater than the amount of Charging Energy included in the applicable Charging Notice.

1.34 "Charging Notice" means an operating instruction, and any subsequent updates thereto, given by Buyer to Supplier, directing the Storage Facility to charge at a specific MW rate, provided that any operating instruction and updates shall be in accordance with the Operating Procedures. Charging Notices may be communicated electronically, via facsimile, telephonically or other verbal means, provided that telephonic or other verbal communications shall be documented promptly after making such communications (either recorded by tape, electronically or in writing), and such recordings shall be made available to both Buyer and Supplier upon request for settlement purposes. For the avoidance of doubt, any Buyer request to initiate a Storage Capacity Test shall not be considered a Charging Notice.

1.35 "Code" means the United States Internal Revenue Code of 1986, as amended.

1.36 "Commercial Operation" means that: (a) the Generating Facility is fully operational, reliable and interconnected, fully integrated and synchronized with the Transmission System (with respect to at least the Required Nameplate Capacity Rating), and that the Storage Facility is fully capable of charging, storing and discharging energy up to the Expected Storage Facility Nameplate Capacity Rating; (b) Supplier shall have received or obtained all Required Facility Documents; and (c) all of the requirements set forth in Sections 8.1, 8.3 and 17.2 and Exhibits 6, 7 and 7A (i) have occurred, and (ii) remain simultaneously true and accurate: (A) as of the date and time Supplier gives Buyer notice that Commercial Operation has occurred; and (B) for the period Buyer has to review Supplier's notice of Commercial Operation pursuant to Section 8.2.1.

1.37 "Commercial Operation Date" means the date on which Commercial Operation occurs.

1.38 "Commercial Operation Deadline" means the date specified in Exhibit 6 by which the Commercial Operation Date must occur, as such date shall be (i) automatically extended on a day-for-day basis to the extent that the BLM NTP Date has not occurred by April 1, 2028 and (ii) extended if and to the extent Supplier fails to achieve the Commercial Operation Date as a result of Force Majeure or Interconnection Delay; provided, that in no event shall such Commercial Operation Deadline be adjusted beyond the Outside Date.

1.39 "Compliance Cost Cap" is defined in Section 3.5.

1.40 "Conditions Precedent" is defined in Section 16.1.

1.41 "Construction Contract" means one or more construction agreements (excluding any Major Equipment Contract), in each case, between a Construction Contractor and Supplier (or one of its Affiliates), pursuant to which, in the aggregate, the Facility will be designed, engineered, constructed, tested and commissioned.

1.42 "Construction Contractor" means, with respect to a Construction Contract, a contractor who (a) is an Approved Contractor or (b) (i) has at least five (5) years of experience constructing a generating plant of similar technology to the Generating Facility and of at least two hundred (200) MW of generating capacity, (ii) has at least three (3) years of experience constructing a storage facility of similar technology to the Storage Facility and of at least ten (10) MW of storage capacity, and (iii) has not been subject to termination, litigation or material disputes (where the monetary claims at issue are in excess of One Million Dollars ($1,000,000) in the aggregate) by or with Buyer arising from contractual matters within the last five (5) years, or (c) is otherwise approved by Buyer, such approval to be in Buyer's sole discretion.

1.43 "Contract Representative" of a Party, means the individual designated by that Party in Exhibit 4 as responsible for ensuring effective communication, coordination and cooperation between the Parties. A Party may change its Contract Representative by providing notice of such change to the other Party in accordance with the procedures set forth in Section 29.1.

1.44 "Contract Year" means each year during the Term beginning on January 1 and ending on December 31 of the year following the Commercial Operation Date (or commencing on the Commercial Operation Date if the Commercial Operation Date is January 1).

1.45 "Controlling Interest" with respect to a Person means (a) more than fifty percent (50%) of the outstanding ownership interest of such Person, or (b) the power to vote such percentage of ownership interest; *provided*, that, in the event any amount of the ownership interests in such Person are held by Supplier's Lenders providing tax equity or cash equity financing, the ownership interests in clause (a) and (b) above shall be calculated by disregarding the ownership interests held by Supplier's Lenders. In determining Supplier's Controlling Interest, any ownership interests in Supplier's Ultimate Corporate Parent shall be disregarded (i.e., any ownership interest changes of Supplier's Ultimate Corporate Parent shall not be taken into account in determining Supplier's Controlling Interest).

1.46 "Covered Facility" is defined in Section 24.5.1.

1.47 "COVID-19" means the viral pneumonia named coronavirus disease 2019 (COVID-19) by the World Health Organization and caused by the virus named Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2) by the International Committee on Taxonomy of Viruses and any mutations or variants thereof or related or associated epidemics, pandemics or disease outbreaks.

1.48 "Credit Rating" of a Person means the credit rating then assigned by a Relevant Rating Agency to the long-term, senior, unsecured, non-credit-enhanced indebtedness of that Person.

1.49 "Critical Project Milestone" means a Project Milestone designated as a Critical Project Milestone on Exhibit 6.

1.50 "Cure Period" is defined in Section 24.3.

1.51 "Curtailed Product" is defined in Section 10.2.

1.52 "Daily Delay Damages" means an amount equal to: (a) with respect to the first (1st) through and including the sixtieth (60th) day subsequent to the Commercial Operation Deadline, Four Hundred Seventy-Two Dollars and Twenty-Two Cents ($472.22) per MW of Expected Nameplate Capacity Rating per day; (b) with respect to the sixty-first (61st) through and including the one-hundred-twentieth (120th) day subsequent to the Commercial Operation Deadline, Nine Hundred Forty-Four Dollars and Forty-Four Cents ($944.44) per MW of Expected Nameplate Capacity Rating per day; and (c) with respect to the one-hundred-twenty-first (121st) through and including the one hundred and eightieth (180th) day subsequent to the Commercial Operation Deadline, One Thousand, Four Hundred Sixteen Dollars and Sixty-Seven Cents ($1,416.67) per MW of Expected Nameplate Capacity Rating per day.

1.53 "Daily On-Peak Supply Amount" means, with respect to a month, the sum of the Supply Amounts for the Delivery Hours ending 07:00 through 22:00 PPT for each day in that month.

1.54 "Daily Supply Amount" means, with respect to each day of a month, the sum of the Supply Amounts for the Delivery Hours ending 01:00 through 24:00 PPT for that month.

1.55 "Defaulting Party" is defined in Section 24.1.

1.56 "Deficit Damages" is defined in Section 8.6.1.

1.57 "Deficit Damages Rate" means Three Hundred Thousand Dollars ($300,000) per MW.

1.58 "Delivered Amount" means, with respect to any Delivery Hour, the actual amount of Net Energy delivered by Supplier and accepted by Buyer at the Delivery Point during such Delivery Hour, including Charging Energy delivered by Supplier at the Storage Facility Metering Point during such Delivery Hour.

1.59 "Delivered PCs" means PCs that have been delivered by Supplier and awarded to Buyer pursuant to the terms of this Agreement, in accordance with the Portfolio Standard and which have been properly delivered and recorded to Buyer's PC Account.

1.60 "Delivery Hour" means each hour.

1.61 "Delivery Point" means, with respect to Net Energy (excluding Charging Energy) and Discharging Energy, the delivery point on the Transmission System set forth in Exhibit 5.

1.62 "Derating" means a condition of the Generating Facility as a result of which it is unable to produce the Supply Amount during a Delivery Hour.

1.63 "Development Security" is defined in Section 17.1.

1.64 "Discharging Energy" means all Energy discharged by the Storage Facility, less transformation and transmission losses, if any, delivered to the Delivery Point.

1.65 "Discharging Notice" means an operating instruction, and any subsequent updates thereto, given by Buyer to Supplier, directing the Storage Facility to discharge Discharging Energy at a specific MW rate, provided that any operating instruction and updates shall be in accordance with the Operating Procedures. Discharging Notices may be communicated electronically, via facsimile, telephonically or other verbal means, provided that telephonic or other verbal communications shall be documented promptly after making such communications (either recorded by tape, electronically or in writing), and such recordings shall be made available to both Buyer and Supplier upon request for settlement purposes.

1.66 "Dispute" is defined in Section 21.1.

1.67 "Early Purchase Option" is defined in Section 6.2.

1.68 "Economic Curtailed Product" is defined in Section 10.4.2.

1.69 "Economic Curtailment" is defined in Section 10.4.1.

1.70 "Effective Date" is defined in the preamble of this Agreement.

1.71 "Electric System Authority" means each of NERC, WECC, WREGIS, Balancing Authority Area Operator, Market Operator, a Regional Transmission Organization, a regional or sub-regional reliability council or authority, and any other similar council, corporation, organization or body of recognized standing with respect to the operations of the electric system in the WECC region.

1.72 "Emergency" means any circumstance or combination of circumstances or any condition of the Facility, the Transmission System or the transmission system of other transmission operators, which is determined or reported by Buyer, the Transmission Provider or any Electric System Authority to be (a) reasonably likely to endanger life or property and necessitates immediate action to avert injury to persons or serious damage to property or (b) reasonably likely to adversely affect, degrade or impair Transmission System reliability or transmission system reliability of the transmission system of other electric utilities.

1.73 "Energy" means all energy that is generated by the Generating Facility.

1.74 "Energy Imbalance Market" means generation facilities electrically located within the Balancing Authority Area that are, from time to time, bid into or otherwise subject to dispatch instructions issued or originating from the Market Operator.

1.75 "Environmental Contamination" means the introduction or presence of Hazardous Substances at such levels, quantities or locations, or of such form or character, as to constitute a violation of Laws and present a material risk under Laws that the Project Site will not be available or usable for the purposes contemplated by this Agreement.

1.76 "Environmental Law" means any Law relating to the protection, preservation or restoration of human health, the environment, or natural resources, including any Law relating to the releases or threatened releases of Hazardous Substances into any medium (including ambient air, surface water, groundwater, land, surface and subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, release, transport and handling of Hazardous Substances.

1.77 "Equipment Specifications" means those requirements and specifications for all equipment procured pursuant to the Major Equipment Contracts and set forth in Exhibit 23-A, Exhibit 23-B, and Exhibit 23-C.

1.78 "Event of Default" is defined in Section 24.1.

1.79 "EWG" means an "exempt wholesale generator" as defined in the Public Utility Holding Company Act of 2005 and in implementing regulations issued thereunder.

1.80 "Excess Charging Energy" is defined in Section 3.4.6.3.

1.81 "Excess Energy" means, (a) with respect to the Stub Period, the portion of the Delivered Amount for the Stub Period, if any, that exceeds one hundred five percent (105%) of the Adjusted Stub Period Supply Amount, and (b) with respect to a Contract Year, the portion of the Delivered Amount for such Contract Year, if any, that exceeds one hundred five percent (105%) of the Adjusted Annual Supply Amount for such Contract Year; provided, however, that Delivered Amount in excess of the Maximum Amount for any Delivery Hour shall be excluded for purposes of determining Excess Energy.

1.82 "Excused Product" is defined in Section 3.6.4.

1.83 "Expected Nameplate Capacity Rating" is defined in Exhibit 1.

1.84 "Expected Storage Facility Nameplate Capacity Rating" is defined in Exhibit 1.

1.85 "Facility" means the Generating Facility and the Storage Facility.

1.86 "Facility Final Purchase Option" is defined in Section 6.3.

1.87 "Fair Market Value" means the price which a willing buyer would pay for the Facility in an arm's-length transaction to a willing seller under no compulsion to sell and taking into account any outstanding indebtedness and Tax Credits

associated with the Facility, including the aggregate amount then owed, or owed in connection with the exercise of the Facility Final Purchase Option (including any commercially reasonable make-whole payments), to the tax equity investor(s) under the applicable tax equity arrangements for such tax equity investor(s) to achieve the "Flip Point" (or such similar term used in the applicable tax equity financing documents) as defined in the applicable tax equity documents as such price shall be determined by mutual agreement of the Parties or, absent mutual agreement of the Parties, pursuant to Article 21; provided, that Supplier shall provide reasonable and verifiable evidence, including reasonable supporting documentation, of any outstanding indebtedness (including aggregate amounts then owed, or owed in connection with the exercise of the Facility Final Purchase Option (including any commercially reasonable make-whole payments), to the tax equity investor(s), as applicable) or Tax Credits as a condition to such items being accounted in the Fair Market Value.

1.88 "FERC" means the Federal Energy Regulatory Commission and any successor.

1.89 "Force Majeure" is defined in Section 20.2.

1.90 "Generating Facility" means Supplier's generating power plant as described in Exhibit 1, located at the Project Site as identified in Exhibit 3A and 3B and including mechanical equipment and associated facilities and equipment required to deliver Net Energy to the Delivery Point and Storage Facility Metering Point, including items as further described in Exhibits 1, 3A, 3B, 5 and 14, and as such generating power plant may be expanded or otherwise modified from time to time in accordance with the terms hereof.

1.91 "Good Utility Practice" means (a) the applicable practices, methods and acts required by or consistent with applicable Laws and reliability criteria, whether or not the Party whose conduct at issue is a member of any relevant organization and otherwise engaged in or approved by a significant portion of the electric utility industry during the relevant time period with respect to grid-interconnected, utility-scale generating facilities with integrated storage in the Western United States, or (b) any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to acceptable practices, methods or acts generally accepted in the industry with respect to grid-interconnected, utility-scale generating facilities with integrated storage in the Western United States. Good Utility Practice shall include compliance with applicable Laws, applicable reliability criteria, and the criteria, rules and standards promulgated in the National Electric Safety Code and the National Electrical Code, as they may be amended or superseded from time to time, including the criteria, rules and standards of any successor organizations.

1.92 "Governmental Approval" means any authorization, approval, consent, license, ruling, permit, tariff, certification, exemption, order, recognition, grant,

confirmation, clearance, filing, notification, or registration of, by, with or to any Governmental Authority.

1.93 "Governmental Authority" means, as to any Person, any federal, state, local, tribal, or other governmental, regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other governmental authority having jurisdiction over such Person or its property or operations, and with respect to Supplier, specifically includes FERC, the PUCN, NERC, WECC and WREGIS.

1.94 "Guaranteed Storage Availability" is defined in Section 3.4.8.1.

1.95 "Hazardous Substance" means: (a) any petroleum or petroleum products, flammable materials, explosives, radioactive materials, friable asbestos, urea formaldehyde foam insulation and transformers or other equipment that contain dielectric fluid containing polychlorinated biphenyls (PCBs) in regulated concentrations; (b) any chemicals or other materials or substances which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "contaminants," "pollutants" or words of similar import under any Environmental Law having jurisdiction over the Facility; and (c) any other chemical or other material or substance, exposure to which is now or hereafter prohibited, limited or regulated as such under any Environmental Law, including the Resource Conservation and Recovery Act, 42 U.S.C. section 6901 et seq., the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. section 9601 et seq., or any similar state statute.

1.96 "IA" means the Large Generator Interconnection Agreement executed on January 9, 2026, as amended from time to time, between Supplier and the Transmission Provider for the Facility.

1.97 "IEEE-SA" means the Institute of Electrical and Electronics Engineers Standards Association and any successor entity thereto.

1.98 "Indemnified Party" is defined in Section 18.1.

1.99 "Indemnifying Party" is defined in Section 18.1.

1.100 "Interconnection Delay" means any actual delay in the achievement of a Project Milestone that arises solely from either (a) six hundred (600) MW of interconnection service (provisional or regular) or (b) six hundred (600) MW of firm network integration transmission service not being available for use by the Facility, including as a result of Transmission Provider using native transmission rights held by Buyer, by the Phase 1 Interconnection Date, and that such delay is not caused by the acts or omissions of Supplier and could not have been mitigated or avoided by Supplier despite the exercise of diligent and commercially reasonable efforts by Supplier.

1.101 "Invoice" means the statements described in Section 7.2 setting forth the information required therein, as well as the associated payment due for the Billing Period, the Measurement Period or the Contract Year, as the case may be, in accordance with Exhibits 2B and 2C.

1.102 "ITC" means the investment tax credit established pursuant to Section 48 of the Code, or the clean energy investment tax credit pursuant to Section 48E of the Code.

1.103 "Law" means any federal, state, local or other law (including any Environmental Laws), common law, treaty, code, rule, ordinance, binding directive, regulation, order, judgment, decree, ruling, determination, permit, certificate, authorization, or approval of a Governmental Authority which is binding on a Party or any of its property.

1.104 "Licensed Professional Engineer" means a person proposed by Supplier and acceptable to Buyer in its reasonable judgment who: (a) is licensed in Nevada to practice engineering in the appropriate engineering discipline for the required certification being made; (b) has training and experience in the engineering disciplines relevant to the matters with respect to which such person is called upon to provide a certification, evaluation or opinion; (c) has no economic relationship, association, or nexus with Supplier for services previously or currently being rendered to Supplier or its members or Affiliates, and is not an employee of Supplier or its members or Affiliates; and (d) is not a representative of a consulting engineer, contractor, designer or other individual involved in the development of the Facility, or of a manufacturer or supplier of any equipment installed in the Facility.

1.105 "Loss" with respect to a Person means, any and all claims, demands, suits, obligations, payments, liabilities, costs, fines, Penalties, sanctions, Taxes, judgments, damages, losses or expenses imposed by a third party upon such Person or incurred in connection with a claim by a third party against such Person.

1.106 "Major Equipment Contract" means one or more module supply agreements, tracker supply agreements, inverter supply agreements, battery supply agreements, and transformer supply agreements, entered into by Supplier (or one of its Affiliates) to procure modules, trackers, inverters, batteries, and transformers, respectively, for construction of the Facility, each of which shall meet the Equipment Specifications. Major Equipment Contracts shall specify delivery schedules for each type of equipment.

1.107 "Major Equipment Contractor" means, with respect to a Major Equipment Contract, the equipment supplier or contractor that is party to such Major Equipment Contract.

1.108 "Market Operator" means, if applicable, the California Independent System Operator Corporation or any other entity performing the market operator function for the Energy Imbalance Market.

1.109 "Material Adverse Effect" means, with respect to a Party, a material adverse effect on: (a) the ability of such Party to perform its obligations under this Agreement, individually or in the aggregate; (b) the validity or enforceability of this Agreement or the transaction contemplated hereby; or (c) on the business, assets, operations, property or condition (financial or otherwise) of such Party.

1.110 "Maximum Amount" means, with respect to a Delivery Hour, six hundred (600) MWh.

1.111 "Mead" means the Hourly Mead Index published by Powerdex.

1.112 "Measurement Period" means each two (2) consecutive Contract Years commencing with the first two (2) Contract Years of the Term.

1.113 "Meter" means any of the physical or electronic metering devices, data processing equipment and apparatus associated with the meters required for: (a) accurate determination of the: quantities of Delivered Amounts and Station Usage from the Facility, the quantities of Charging Energy delivered to the Storage Facility Metering Point, the amount of Discharging Energy delivered to the Delivery Point, and for recording other related parameters required for the reporting of data to Supplier: (b) the computation of the payments due from one Party to another under this Agreement; and (c) compliance with requirements of any Electric System Authority, any Governmental Authority or Transmission Provider. Meters do not include any check meters Supplier may elect to install as contemplated by Section 7.1.1.

1.114 "Minimum Credit Rating" of a Person means that the Credit Rating of that Person is at least (a) BBB- (or its equivalent) as determined by Standard & Poor's and (b) Baa3 (or its equivalent) as determined by Moody's.

1.115 "Monthly On-Peak Supply Amount" means, with respect to a month, the sum of the Daily On-Peak Supply Amount for each day in such month.

1.116 "Monthly Storage Availability" is defined in Exhibit 26.

1.117 "Monthly Supply Amount" means, with respect to a month, the sum of the Daily Supply Amount for each day in such month.

1.118 "Moody's" means Moody's Investor Services, Inc. and any successor.

1.119 "MW" means megawatts of electrical power in AC.

1.120 "MWh" and "MWhs" mean a megawatt hour or megawatt hours of electrical energy.

1.121 "NAC" means the Nevada Administrative Code.

1.122 "NERC" means the North American Electric Reliability Corporation and any successor.

1.123 "Net Energy" means all Energy and capacity produced by the Generating Facility (including Charging Energy, but not Discharging Energy), less Station Usage and transformation and transmission losses and other adjustments (e.g., Supplier's load other than Station Usage), if any, delivered to and received by Buyer at the Delivery Point or delivered to the Storage Facility Metering Point. Buyer's payment for Net Energy during any applicable Billing Period shall not be for more than the total amount of Energy flowing through, and delivered at, the Delivery Point and Storage Facility Metering Point during such Billing Period.

1.124 "Network Resource" is defined in the OATT.

1.125 "Non-Defaulting Party" means the Party other than the Defaulting Party.

1.126 "Non-Summer Months" means all months of the Stub Period or a Contract Year, not including the Summer Months.

1.127 "Notice" is defined in Section 29.1.1.

1.128 "Notice to Proceed" means a full notice to proceed issued by Supplier to its Construction Contractor(s) pursuant to the Construction Contract to commence work under the Construction Contract(s).

1.129 "NRS" means the Nevada Revised Statutes.

1.130 "OATT" means Transmission Provider's or the Balancing Authority Area Operator's then-effective Open Access Transmission Tariff, which has been accepted for filing by FERC.

1.131 "OFAC" is defined in Section 25.15.1.

1.132 "OFAC Sanctions List" is defined in Section 25.15.1.

1.133 "Offered Interests" is defined in Section 6.1.1.

1.134 "Off-Peak" means hours ending 01:00 through 06:00 PPT and hours ending 23:00 through 24:00 PPT of each day.

1.135 "On-Peak" means hours ending 07:00 through 22:00 PPT of each day.

1.136 "Operating Procedures" is defined in Section 8.8.

1.137 "Operating Representative" of a Party means any of the individuals designated by that Party, as set forth in Exhibit 4, to transmit and receive routine operating and Emergency communications required under this Agreement. A Party may change any of its Operating Representatives by providing notice of the change to the other Party in accordance with the notice procedures set forth in Section 29.1.

1.138 "Operating Security" is defined in Section 17.2.

1.139 "Operation Date" means the first date on which the Generating Facility is energized and operates in parallel with the Transmission System and delivers Net Energy to and at the Delivery Point and the Storage Facility Metering Point and the Storage Facility is fully capable of charging, storing and discharging energy up to the Expected Storage Facility Nameplate Capacity Rating and receiving instructions to charge, store and discharge energy.

1.140 "Output Right of First Offer" is defined in Section 24.5.1.

1.141 "Outside APA Closing Date" is defined in Section 2.3.5.

1.142 "Outside Date" means September 1, 2032, as such date shall be automatically extended on a day-for-day basis to the extent that the BLM NTP Date has not occurred by April 1, 2028; provided, that in no event shall the Outside Date be later than December 31, 2035.

1.143 "Party" or "Parties" means each entity set forth in the preamble of this Agreement and its permitted successor or assigns.

1.144 "PC" or "Portfolio Energy Credit" means a unit of credit which equals one kilowatt-hour of electricity generated, acquired or saved (or deemed so) by the Facility, all as calculated by the PUCN operations staff and certified by the PC Administrator pursuant to the Renewable Energy Law (or by a successor Governmental Authority pursuant to a successor Law if the Renewable Energy Law is replaced, superseded or preempted by another Law or regulatory regime tasked with enforcement of renewable energy quotas by utility providers in Nevada), and certified by WREGIS.

1.145 "PC Administrator" means the Person appointed by the PUCN to administer the system of Portfolio Energy Credits established pursuant to the Portfolio Standard or a successor Governmental Authority pursuant to a successor law if the Renewable Energy Law is replaced, superseded or preempted by another Law or regulatory regime tasked with enforcement of renewable energy quotas by utility providers in Nevada.

1.146 "PC Replacement Costs" is defined in Section 3.7.1.

1.147 "PC Shortfall" is defined in Section 3.7.1.

1.148 "PC Shortfall Amount" is defined in Section 3.7.1.

1.149 "Penalties" means any penalties, fines, damages, or sanctions attributable to Supplier's failure to perform under this Agreement and actually imposed on Buyer by any Governmental Authority, the Transmission Provider or any Electric System Authority.

1.150 "Person" or "Persons" means any natural person, partnership, limited liability company, joint venture, corporation, trust, unincorporated organization, or Governmental Authority.

1.151 "Phase 1 Interconnection Date" means eighteen (18) months prior to the Commercial Operation Deadline (prior to giving effect to any Interconnection Delay).

1.152 "Phase 2 Facility" means the "Facility" as defined in that certain Long-Term Renewable Power Purchase Agreement (Phase 2), dated as of the date hereof, by and between Buyer and Supplier.

1.153 "Planned Outage" is defined in Section 11.1.

1.154 "Portfolio Standard" means the amount of electricity that Buyer must generate, acquire, or save from renewable energy systems or efficiency measures specified by the percentage of the total amount of electricity sold by Buyer to its retail customers in the State of Nevada pursuant to the Renewable Energy Law, as established pursuant to NRS 704.7821, and the regulations, guidance and requirements promulgated thereunder, as may be amended, preempted or superseded from time to time (or pursuant to a successor law if the Renewable Energy Law is replaced, superseded or preempted by another Law or regulatory regime tasked with enforcement of renewable energy quotas by utility providers in Nevada).

1.155 "Power Quality Standards" means the power quality standards established by NERC, WECC, Buyer, IEEE-SA, National Electric Safety Code, the National Electric Code, or their respective successor organizations or codes, as they may be amended or superseded from time to time, and consistent with Good Utility Practice.

1.156 "PPT" means Pacific Standard Time or Pacific Daylight Time, whichever is then prevailing in Las Vegas, Nevada, on a 0100 through 2400 time scale of measurement.

1.157 "Primary Frequency Response" means the primary frequency response (also known as fast frequency response) provided through the Facility's governor and governed by the provisions of Exhibit 16.

1.158 "Product" means all (a) Net Energy, (b) PCs (and any equivalent rights in any other jurisdiction), (c) Renewable Energy Benefits, (d) Capacity Rights, (e) Ancillary Services, and (f) Storage Product, in each case, arising from or relating to the Facility.

1.159 "Product Rate" means, for any period, the applicable rate set forth in Exhibit 2A.

1.160 "Prohibited Country" or "Prohibited Countries" is defined in Section 25.16.

1.161 "Prohibited Regions" is defined in Section 25.17.

1.162 "Project Milestone" means each of the milestones listed in Exhibit 6.

1.163 "Project Site" means the site for the Facility, as more particularly described in Exhibit 3A and depicted in Exhibit 3B.

1.164 "Provisional Energy" means Net Energy (but not Test Energy) that is delivered by Supplier to Buyer prior to the Commercial Operation Date and at the request of Buyer that is provided in amounts of no less than five (5) MW up to an aggregate maximum of six hundred (600) MW.

1.165 "Provisional Rate" is defined in Section 4.1.1.2.

1.166 "PTC" means the production tax credit established pursuant to Section 45 of the Code, or the clean electricity production tax credit pursuant to Section 45Y of the Code, and any successor provisions thereto.

1.167 "PTC Period" is defined in Exhibit 2A.

1.168 "PTC Rate" is defined in Exhibit 2A.

1.169 "PUCN" means the Public Utilities Commission of Nevada and any successor.

1.170 "PUCN Approval" is defined in Section 16.2.

1.171 "PUCN Approval Date" is defined in Section 16.2.

1.172 "PUCN Approval Deadline" means two hundred seventy (270) days after the regulatory filing is made by Buyer.

1.173 "QF" means a cogeneration or small power production facility that meets the criteria as defined in Title 18, Code of Federal Regulations, §§ 292.201 through 292.207.

1.174 "Qualified Financial Institution" means a financial institution having an office in the United States, with a total tangible net worth of at least Ten Billion Dollars ($10,000,000,000) U.S. and whose Credit Rating is at least "A-" by S&P and "A3" by Moody's.

1.175 "Qualified Operator" means an operator who has (a) at least three (3) years of experience operating a generating plant of similar technology as the Generating Facility of at least three hundred (300) MW of capacity, (b) at least two (2) years of experience operating a storage facility of similar technology as the Storage Facility of at least two hundred (200) MW of capacity, which storage facility has been integrated with a generating plant of similar technology as the Generating Facility and size of at least two hundred (200) MW, and (c) has not been subject to termination, litigation, or material disputes (where the monetary claims at issue are in excess of One Million Dollars ($1,000,000) in the aggregate) with the Buyer arising from contractual matters within the last five (5) years.

1.176 "Qualified Transferee" means a Person that is at least as financially and operationally qualified as Supplier as of the Effective Date and, at a minimum, (a) has a tangible net worth of at least Thirty Million Dollars ($30,000,000) or provides adequate assurance in an amount and form reasonably acceptable to Buyer, and (b) is (or agrees to contract with) a Qualified Operator.

1.177 "Relevant Rating Agency" means Moody's or S&P.

1.178 "Renewable Energy Benefits" means any and all renewable and environmental attributes, emissions reductions attributes, Portfolio Energy Credits (and any equivalent rights in any other jurisdictions), credits, offsets, allowances, reporting rights and benefits, howsoever entitled, and includes any and all: (a) available, allocated, assigned, awarded, certified or otherwise transferred or granted to Supplier or Buyer by the PC Administrator or any Governmental Authority in any jurisdiction in connection with the Facility or the generation, transmission or use of the Product, including those related to the Clean Air Act amendments of 1970 and regulations of the Environmental Protection Agency thereunder; (b) associated with the production of Energy or based in whole or part on the Facility's use of renewable resources for generation or because the Generating Facility constitutes a Renewable Energy System or the like or because the Facility does not produce or produces less greenhouse gasses, regulated emissions or other pollutants, whether any such credits, offsets, allowances or benefits exist now or in the future and whether they arise under existing Law or any future Law or whether such credit, offset, allowance or benefit or any Law, or the nature of such, is foreseeable or unforeseeable; (c) credits, offsets, allowances or benefits attributable to Energy generated and consumed by the Facility, such as Station Usage (parasitic load); (d) claims, credits, benefits, emissions, reductions, offsets, and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical, or other substance to the air, soil or water or generation of the Product, and include : (1) any avoided emissions of pollutants into the air, soil, or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO), and other pollutants; and (2) any avoided emissions of carbon dioxide (CO2), methane (CH4), and other greenhouse gases (GHGs) that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth's climate by trapping heat in the atmosphere; and (e) the Renewable Energy Benefits Reporting Rights. Renewable Energy Benefits exclude and do not include: (i) any Tax Credits or other Tax incentives existing now or in the future associated with the construction, ownership or operation of the Facility; and (ii) adverse wildlife or environmental impacts.

1.179 "Renewable Energy Benefits Reporting Rights" means the exclusive right of a purchaser of Renewable Energy Benefits to report ownership of Renewable Energy Benefits in compliance with any applicable Law, and to Governmental Authorities or other Persons at such purchaser's discretion, and include reporting under: (a) Section 1605(b) of the Energy Policy Act of 1992; (b) the Environmental Protection Agency; (c) the Clean Air Act Amendments Section 111(d) and regulations thereunder; and (d) any present or future domestic, international or foreign emissions trading program or renewable portfolio standard.

1.180 "Renewable Energy Law" means an act of the Nevada Legislature relating to energy that requires certain electric service providers to comply with the portfolio standard for renewable energy, and providing for other matters relating thereto, codified as NRS §§ 704.7801 through 704.7828, inclusive, and the rules and regulations of WREGIS, and the regulations, guidance and other requirements

promulgated thereunder, in each case, as such Laws, rules, regulations, guidance and other requirements may be amended, preempted or superseded from time to time.

1.181 "Renewable Energy System" means a generation facility that is both (a) a "renewable energy system" as defined in the Renewable Energy Law and (b) a "renewable Generating Unit" under WREGIS.

1.182 "Replacement Costs" is defined in Section 3.6.1.3 with respect to the Summer Months and Section 3.6.2.3 with respect to Non-Summer Months.

1.183 "Required Facility Documents" means the Governmental Approvals, rights and agreements now or hereafter necessary for construction, operation and maintenance of the Facility set forth in Exhibit 12. Nothing set forth in Exhibit 12 limits Supplier's obligation to obtain the Governmental Approvals set forth in Exhibit 12 or otherwise required hereunder or with respect to the Facility.

1.184 "Required Nameplate Capacity Rating" means five hundred forty (540) MW.

1.185 "Restricted Transaction" is defined in Section 6.1.1.

1.186 "Retained Amount" is defined in Section 2.3.4.

1.187 "ROFO" is defined in Section 6.1.

1.188 "ROFO Period" is defined in Section 6.1.1.

1.189 "ROFO Seller" is defined in Section 6.1.1.

1.190 "Round Trip Efficiency" is defined in Exhibit 28.

1.191 "Seller ROFO Notice" is defined in Section 6.1.1.

1.192 "Shared Facilities" means any facilities shared with an adjacent generation or storage project, including equipment storage and maintenance facilities, communication networks, roads, water supply facilities, fences, substation, and certain rights under the IA.

1.193 "Shared Facilities Agreement" is defined in Section 8.1.

1.194 "Shortfall" is defined in Section 3.6.1.1 with respect to the Summer Months and Section 3.6.2.1 with respect to Non-Summer Months.

1.195 "Shortfall Amount" is defined in Section 3.6.1.2 for the Summer Months and Section 3.6.2.2 for Non-Summer Months.

1.196 "Shortfall Threshold" is defined in Section 3.6.1.1 for the Summer Months and Section 3.6.2.1 for the Non-Summer Months.

1.197 "Standard and Poor's" or "S&P" means Standard and Poor's Ratings Group, a division of McGraw Hill, Inc., and any successor.

1.198 "Standby Service" means the electric service supplied by Valley Electric Association for Station Usage pursuant to such tariff in effect and as may be amended from time to time.

1.199 "Station Usage" means all energy used by the Facility, provided, that in no event shall Storage Product or Charging Energy be used to serve the energy needs of the Facility unless such Charging Energy or Discharging Energy is separately metered and otherwise included in the calculation of the Round Trip Efficiency.

1.200 "Storage Capacity" means the maximum dependable operating capability of the Storage Facility to discharge electric energy, and any other products that may be developed or evolve from time to time during the Term that relate to the maximum dependable operating capability of the Storage Facility to discharge electric energy.

1.201 "Storage Capacity Test" means the testing procedures, requirements and protocols set forth in Section 3.4.7 and Exhibit 25.

1.202 "Storage Contract Capacity" means the total capacity (in MW) of the Storage Facility determined in accordance with Section 3.4.7 and Exhibit 25, as the same may be adjusted from time to time pursuant to Section 3.4.7 and Exhibit 25.

1.203 "Storage Facility" means Supplier's energy storage facility as described in Exhibit 1 (including the operational requirements of the energy storage facility), located at the Project Site as identified in Exhibit 3A and 3B and including mechanical equipment and associated facilities and equipment required to deliver Storage Product, including items as further described in Exhibits 1, 3A, 3B, 5 and 14, and as such storage facility may be expanded or otherwise modified from time to time in accordance with the terms hereof.

1.204 "Storage Facility Metering Point" means, with respect to Charging Energy, the point at the Storage Facility set forth in Exhibit 5.

1.205 "Storage Product" means (a) Discharging Energy, (b) PCs (and any equivalent rights in any other jurisdiction), if any, (c) Renewable Energy Benefits, if any, (d) Storage Capacity, and (e) Ancillary Services, in each case arising from or relating to the Storage Facility.

1.206 "Storage Rate" means, for any period, the applicable charge set forth in Exhibit 2A.

1.207 "Storage Round Trip Efficiency Guarantee" is defined in Section 3.4.9.1.

1.208 "Stored Energy Level" means, at a particular time, the amount of electric energy in the Storage Facility, expressed in MWh.

1.209 "Stub Period" means the period of time commencing on the Commercial Operation Date and ending on December 31 of the year in which the Commercial Operation

Date occurs (provided, however, that if the Commercial Operation Date occurs on January 1, then the term "Stub Period" will have no application to this Agreement).

1.210 "Stub Period Supply Amount" means the sum of the Daily Supply Amount for each day of the Stub Period.

1.211 "Summer Months" means the months of June, July, August and September occurring during the Stub Period or a Contract Year.

1.212 "Supplier" is defined in the preamble of this Agreement and includes such Person's permitted successors and assigns.

1.213 "Supplier's Lenders" means any Person, other than an Affiliate of Supplier, and its permitted successors and assigns, who is a Qualified Financial Institution (or, if not a Qualified Financial Institution, who is a Person (a) Buyer has consented to in writing, such consent not to be unreasonably withheld, conditioned or delayed, or (b) who is providing less than ten percent (10%) of any loan facility pursuant to a syndication; provided, that if any Qualified Financial Institution is providing financing or refinancing for the Facility and such Person ceases to be a Qualified Financial Institution after the initial drawdown of funds under such financing or refinancing, then such Person shall not be disqualified as a Supplier's Lender because it is no longer a Qualified Financial Institution, or (c) is a tax equity investor) and who is providing money or credit in connection with any development, bridge, construction, takeout, permanent debt or tax equity financing or refinancing for the Facility, including lease, inverted lease, sale-leaseback, partnership-flip, monetization of tax benefits, back-leverage financing, or credit derivative arrangements.

1.214 "Supplier's Required Regulatory Approvals" means the Governmental Approvals listed on Exhibit 10.

1.215 "Supplier's Ultimate Corporate Parent" means Longroad Energy Holdings, LLC.

1.216 "Supply Amount" means, with respect to any Delivery Hour, the amount of Net Energy stated in Exhibit 13.

1.217 "Supply Chain Audit" means an audit or investigation of the supply chain through which all equipment and materials to be incorporated into the Facility are sourced, including the mines, factories and other facilities of Supplier and its contractors, subcontractors, vendors, suppliers and materialmans, of any tier, and the contracts, policies and procedures, codes of conduct and other documentation relating to the foregoing, for the purpose of validating compliance with the requirements of Section 25.17.

1.218 "Tax" or "Taxes" means any federal, state, local or foreign income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property (including assessments, fees or other charges based on the use or ownership of real

property), personal property, transactional, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated tax, or other tax of any kind whatsoever, or any liability for unclaimed property or escheatment under common law principles, including any interest, penalty or addition thereto, whether disputed or not, including any item for which liability arises as a transferee or successor-in-interest.

1.219 "Tax Credits" means any federal, state or local production tax credits (including the PTC), investment tax credits (including the ITC), tax deductions, or other tax benefits specific to the production of renewable energy and/or investments in renewable energy facilities.

1.220 "Term" is defined in Section 2.2.

1.221 "Test Energy" means Net Energy delivered by Supplier to Buyer after the Operation Date and prior to the Commercial Operation Date that is not Provisional Energy or Excess Energy.

1.222 "Test Product Rate" is defined in Section 4.1.1.1.

1.195 "Transmission Provider" means Nevada Power Company or any successor operator or owner of the Transmission System.

1.223 "Transmission Provider Instructions" means any instructions, requirements, or demands given to Supplier or Buyer by Transmission Provider for the purpose of operating, maintaining, improving or modifying the transmission or distribution system whether planned or unplanned, regardless of the amount advance notice provided to Supplier.

1.224 "Transmission System" means the facilities used for the transmission of electric energy in interstate commerce, including any modifications or upgrades made to such facilities, owned or operated by the Transmission Provider.

1.225 "UFLPA" is defined in Section 25.15.1.

1.226 "Weather Meter" is defined in Section 7.1.8.

1.227 "WECC" means the Western Electric Coordinating Council (formerly Western System Coordinating Council) and any successor.

1.228 "Work Site Agreement" is defined in Section 25.14.

1.229 "WREGIS" means the Western Renewable Energy Generation Information System and any successor.

1.230 "Yearly PC Amount" means the amount of PCs for a Contract Year as stated in Exhibit 18.

2. TERM; TERMINATION AND SURVIVAL OF OBLIGATIONS

2.1 Effective Date. Subject to Article 16, this Agreement shall become effective on the Effective Date.

2.2 Term. Supplier's obligation to deliver Product, and Buyer's obligation to accept and pay for Product, shall commence on the Operation Date and shall continue for the Term. The Term shall commence on the Commercial Operation Date and shall continue for a period of twenty-five (25) Contract Years, subject to earlier termination of this Agreement pursuant to the terms hereof (the "Term"); provided, however, that Buyer's obligations to pay for or accept any Product are conditioned on the receipt of the PUCN Approval in form and substance acceptable to Buyer in its sole discretion. Buyer shall not be obligated to accept or pay for any Product and Supplier shall not be obligated to sell or deliver any Product, unless the PUCN Approval is received in form and substance acceptable to Buyer in its sole discretion or Buyer waives its right to terminate this Agreement pursuant to Article 16. Notwithstanding anything to the contrary contained in this Agreement, all of the provisions in this Agreement related to the Storage Facility and Storage Product, including the operation, maintenance, and performance of the Storage Facility and the scheduling and payment for Storage Product shall automatically terminate, be null and void and of no force and effect effective as of the last day of the twentieth (20^{th}) Contract Year, unless prior thereto the Parties agree in writing to continue such provisions on such terms and conditions as the Parties may agree in their sole discretion, including a later date on which such provisions shall automatically terminate. Effective as of such date such provisions shall automatically terminate, this Agreement shall be amended to reflect the termination of such provisions, and the Parties shall execute an amendment to this Agreement consistent with the terms of this Section 2.2.

2.3 Termination.

2.3.1 For Cause. Except as provided below in this Section 2.3.1, this Agreement may be terminated at any time by the Non-Defaulting Party upon two (2) Business Days' prior notice to the Defaulting Party if an Event of Default has occurred and is continuing (after the applicable Cure Period (if any) in Section 24.3 has expired); provided, however, that any purported termination by Supplier shall first require that Supplier deliver Notice to Buyer stating prominently therein in type font no smaller than 14 point all-capital letters that "THIS IS A TERMINATION NOTICE UNDER A RENEWABLE RESOURCE PPA. YOU MUST CURE A DEFAULT, OR THE PPA WILL BE TERMINATED," and shall state therein any amount purported to be owed and wiring instructions. Notwithstanding any provision to the contrary contained in this Agreement, Supplier will not have any right to terminate this Agreement if the Event of Default that gave rise to the termination right is cured within fifteen (15) Business Days after receipt of such notice.

2.3.2 Failure to Obtain PUCN Approval. This Agreement may be terminated by Buyer in accordance with Article 16 without payment or penalty or liability of any kind.

2.3.3 Force Majeure. This Agreement may be terminated by Buyer if Supplier's obligations hereunder have been excused by the occurrence of an event of Force Majeure for longer than twelve (12) consecutive months or three hundred sixty (360) days in any five hundred forty (540) day period. If Buyer exercises its rights under this Section 2.3.3, then Supplier shall have no obligation or liability hereunder, other than any liability not excused by Force Majeure and arising prior to such termination.

2.3.4 BLM Right of Way. This Agreement will automatically terminate and be of no further force and effect at (a) 0100 PPT on June 30, 2030, as such date may be extended by mutual agreement of the Parties, such agreement to be in each Party's sole discretion, if by such date Supplier has not received a Facility right of way from the BLM, or (b) 0100 PPT on December 31, 2030, as such date may be extended by mutual agreement of the Parties, such agreement to be in each Party's sole discretion, if by such date, the BLM NTP Date has not occurred, and, in either such case, such failure is not caused by the acts or omissions of Supplier and could not have been avoided by Supplier despite the exercise of diligent and commercially reasonable efforts by Supplier. Solely upon the termination of this Agreement pursuant to this Section 2.3.4 after the APA Closing, Buyer may withhold and retain a portion of the Development Security in an amount equal to Six Million Dollars ($6,000,000) (the "Retained Amount") as its sole and exclusive remedy for such termination. The Parties agree that it would be extremely difficult and impracticable under presently known and anticipated facts and circumstances to ascertain and fix the actual damages Buyer would incur if Supplier does not receive the right of way or Notice to Proceed described in this Section 2.3.4 and this Agreement is terminated, and, accordingly, the Parties agree that Buyer's retention of the Retained Amount is reasonable as liquidated damages and not a penalty. Furthermore, if this Agreement terminates in accordance with this Section 2.3.4, then the Parties shall have no obligation or liability hereunder, other than any liability not excused by Force Majeure and arising prior to such termination.

2.3.5 Closing Date. This Agreement will automatically terminate and be of no further force and effect if (a) the APA is terminated prior to the APA Closing in accordance with its terms or (b) the APA Closing has not occurred by July 31, 2029, as such date may be extended by mutual agreement of the Parties, such agreement to be in each Party's sole discretion (the "Outside APA Closing Date"). Any such termination shall be without payment or penalty or liability of any kind to either Party.

2.3.6 Outside Date Termination. This Agreement will automatically terminate and be of no further force and effect if the Commercial Operation Date does not occur by 0100 PPT on the Outside Date, as such date may be extended by mutual agreement of the Parties, such agreement to be in each Party's

sole discretion. Solely upon the termination of this Agreement pursuant to this Section 2.3.6, Buyer may withhold and retain the Retained Amount as its sole and exclusive remedy for such termination. The Parties agree that it would be extremely difficult and impracticable under presently known and anticipated facts and circumstances to ascertain and fix the actual damages Buyer would incur if Supplier does not achieve Commercial Operation by the Outside Date as described in this Section 2.3.6 and this Agreement is terminated, and, accordingly, the Parties agree that Buyer's retention of the Retained Amount is reasonable as liquidated damages and not a penalty. Furthermore, if this Agreement terminates in accordance with this Section 2.3.6, then the Parties shall have no obligation or liability hereunder, other than any liability not excused by Force Majeure and arising prior to such termination.

2.4 Effect of Termination - Survival of Obligations. The termination or expiration of this Agreement shall not release either Party from any applicable provisions of this Agreement with respect to:

2.4.1 The payment of any amounts owed to the other Party arising prior to or resulting from termination or breach of this Agreement;

2.4.2 The Facility Final Purchase Option and any rights to elect to exercise such Facility Final Purchase Option after termination, as the case may be, which shall survive to the end of the period in which Buyer may exercise such option pursuant to Section 6.3;

2.4.3 Indemnity obligations contained in this Agreement, including Article 18, which shall survive to the full extent of the statute of limitations period applicable to any third-party claim;

2.4.4 Limitation of liability provisions contained in Article 19;

2.4.5 For a period of two (2) years after the termination date, the right to submit a payment Dispute pursuant to Article 21; or

2.4.6 The resolution of any Dispute submitted pursuant to Article 21 prior to, or resulting from, termination.

3. SUPPLY SERVICE OBLIGATIONS

3.1 Dedication. One hundred percent (100%) of the Product from the Facility shall be dedicated exclusively to Buyer for so long as this Agreement is in force and effect. Subject to Sections 8.1.1 and 24.2, Supplier shall not: (a) sell, divert, grant, transfer or assign Product to any Person other than Buyer; (b) provide Buyer with any Product from any source other than the Facility; or (c) divert, redirect or make available the Facility or any resource therefrom to another generating facility or storage facility or any third party. The Parties agree that remedies at Law may be inadequate in the event of a breach of this Section 3.1, and Supplier agrees that Buyer shall be entitled, without proof of actual damages and without necessity of

posting bond or other security, to temporary, preliminary and permanent injunctive relief from any Governmental Authority of competent jurisdiction restraining Supplier from committing or continuing any breach of this Section 3.1.

3.2 Purchase and Sale. For and in consideration of Buyer's payment for the Product, Supplier sells to Buyer, and Buyer purchases from Supplier, all rights, title and interest that Supplier may have in and to the Product, including Capacity Rights, Ancillary Services and Renewable Energy Benefits on all Energy (including Excess Energy) existing during the Term.

3.3 No Double Sales. Supplier represents that it has not sold, and covenants that during the Term it will not sell or attempt to sell to any other Person, the Product, including the Capacity Rights, if any, and the Renewable Energy Benefits on all Energy (including Excess Energy) existing during the Term, other than as provided in Section 24.2. During the Term, Supplier shall not report to any person or entity that the Product, including the Capacity Rights, if any, the Ancillary Services and the Renewable Energy Benefits on all Energy (including Excess Energy) existing during the Term, belong to anyone other than Buyer. Buyer may report to any person that it exclusively owns the Product, including the Capacity Rights, if any, and the Renewable Energy Benefits on all Energy (including Excess Energy) existing during the Term. At Buyer's request, the Parties shall execute such documents and instruments as may be reasonably required to effect recognition and transfer of the Capacity Rights, if any, to Buyer.

3.4 Delivery Responsibilities.

3.4.1 Product. Subject to the provisions of this Agreement, commencing on the Commercial Operation Date and throughout the Term, Supplier shall supply and deliver the Product to Buyer at the Delivery Point (other than the Charging Energy which shall be delivered at the Storage Facility Metering Point).

3.4.2 Delivered Amount. Buyer shall take delivery of the Net Energy, including any Excess Energy, and Discharging Energy at the Delivery Point in accordance with the terms of this Agreement. Supplier shall be responsible for paying or satisfying when due all costs or charges imposed in connection with the scheduling and delivery of Net Energy and Discharging Energy up to the Delivery Point, including transmission costs, transmission line losses, any costs or charges imposed in connection with scheduling and delivery of the Charging Energy to the Storage Facility Metering Point and any operation and maintenance charges imposed by the Transmission Provider. Buyer shall be responsible for all costs or charges, if any, imposed in connection with the delivery of Net Energy and Discharging Energy at and after the Delivery Point, including transmission costs and transmission line losses and imbalance charges. Without limiting the generality of the foregoing, Buyer, in its merchant capacity, shall not bear costs associated with the modifications to the Transmission System (including system upgrades) caused by or related to: (a) the interconnection of the Facility with the Transmission System; and (b) any increase in generating capacity of the

Generating Facility. The Parties agree that the terms of the IA shall govern the allocation of costs associated with any modifications or upgrades to the Transmission System. Except as set forth in Section 3.4.5, to the extent any terms of this Agreement conflict with the IA, the terms of the IA shall prevail.

3.4.3 Title and Risk of Loss. Title and risk of loss with respect to Net Energy and Discharging Energy delivered by Supplier shall pass from Supplier to Buyer at the Delivery Point. Supplier shall be deemed in exclusive control of the Net Energy and Discharging Energy and shall be responsible for any damage or injury caused prior to the Delivery Point. Buyer shall be deemed in exclusive control of the Net Energy and Discharging Energy and shall be responsible for any damage or injury caused at and after the Delivery Point. Supplier warrants that all Product delivered to Buyer is free and clear of all liens, security interests, claims and encumbrances of any kind.

3.4.4 Provisional Energy Delivery. Buyer may request by written notice to Supplier to deliver Provisional Energy prior to the Commercial Operation Date and on and after a specified date. Supplier may, in its sole discretion, elect to deliver such Provisional Energy to Buyer by delivering written notice thereof to Buyer. Notwithstanding the foregoing, Buyer and Supplier shall mutually agree on the amounts of Provisional Energy to be supplied and the date and time when such Provisional Energy shall be supplied. Monthly delivered Test Energy and Provisional Energy will be billed in accordance with Section 7.2.1.

3.4.5 Voltage Support. The IA requires the Facility to maintain a composite power delivery at continuous rated power output at the point of interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, unless Transmission Provider has established different requirements that apply to the Facility and all generators in the control area on a comparable basis. In addition to the requirements of the IA, the Facility will provide voltage set point control at the point of interconnection within the range of 0.90 leading to 0.90 lagging at full rated real power output, as available with reduced power output within the limits set forth in Exhibit 22, within the capabilities of the Facility. If Buyer requests reactive power or a voltage set-point within the range of 0.90 leading to 0.90 lagging at full rated real power output, then Supplier will dispatch the Generating Facility downward a set point within that range that permits the desired reactive power within the capabilities of the Facility, and the amount of Energy that could have been, but was not produced due to such dispatch down outside the range of 0.95 leading to 0.95 lagging shall constitute Economic Curtailed Product and Excused Product for the purposes of this Agreement. For the avoidance of doubt, any amount of Energy that could have been, but was not produced due to any dispatch down within the range of 0.95 leading to 0.95 lagging shall not constitute Economic Curtailed Product or Excused Product for purposes of this Agreement. In furtherance of the requirements of the IA, the Facility will provide voltage set point

control at the point of interconnection for the scheduled real-power output, as available, within the capabilities of the Facility shown in Exhibit 22. The Facility shall provide dynamic reactive power as required for voltage regulation twenty-four (24) hours per day, if the Facility is capable of providing reactive power, regardless of real power output. The performance of reactive power output to provide voltage support shall be according to unit real/reactive capability curves provided in Exhibit 22. The Parties acknowledge and agree that the compensation that Supplier receives from Buyer under this Agreement includes full compensation for Supplier's fixed costs for providing reactive power service regardless of the acceptable power factor range included in this Section 3.4.5. Therefore, Supplier shall not file a rate schedule at FERC for reactive power compensation payable prior to the expiration of the Term or the earlier termination of this Agreement. To the extent the terms of this Section 3.4.5 conflict with the terms of the IA, the terms of this Section shall prevail.

3.4.6 Charging Energy Management.

3.4.6.1 Supplier shall take any and all action necessary to deliver the Charging Energy to the Storage Facility in order to deliver the Storage Product in accordance with the terms of this Agreement, including maintenance, repair or replacement of equipment in Supplier's possession or control used to deliver the Charging Energy from the Generating Facility to the Storage Facility.

3.4.6.2 During the Term, Buyer will have the right to charge the Storage Facility seven (7) days per week and twenty-four (24) hours per day (including holidays), using Energy from the Generating Facility or energy from any other source by providing a Charging Notice to Supplier, subject to the requirements and limitations set forth in this Agreement and the Operating Procedures; provided, however, that before charging the Storage Facility with energy from a source other than the Generating Facility, the Parties shall amend this Agreement to make such conforming changes as may be required and are reasonably acceptable to the Parties. Each Charging Notice will be effective unless and until Buyer modifies such Charging Notice by providing Supplier with an updated Charging Notice. If an electronic submittal is not possible for reasons beyond Buyer's control, Buyer may provide Charging Notices by (in order or preference, unless the Parties agree to a different order) electronic mail, facsimile transmission or telephonically to Supplier's personnel designated in Exhibit 4 to receive such communications.

3.4.6.3 Supplier shall not charge the Storage Facility during the Term other than pursuant to a Charging Notice, the Operating Procedures or in connection with a Storage Capacity Test. If during the Term Supplier (a) charges the Storage Facility in excess of the amount provided for in the Charging Notice, (b) charges the Storage Facility without Buyer providing a Charging Notice or (c) charges the

Facility otherwise not in accordance with the Operating Procedures ("Excess Charging Energy"), then (x) Supplier shall be responsible for all costs associated with such Excess Charging Energy, (y) Buyer shall not be required to pay for such Excess Charging Energy, and (z) Buyer shall be entitled to discharge such Excess Charging Energy and to all of the benefits (including Storage Product) associated with discharging such Excess Charging Energy.

3.4.7 Storage Capacity Tests.

3.4.7.1 Prior to the Commercial Operation Date, Supplier shall schedule and complete one or more Storage Capacity Tests in accordance with Exhibit 25. Thereafter, at least once per Contract Year, Supplier shall schedule and complete a Storage Capacity Test in accordance with Exhibit 25. Supplier and Buyer shall have the right to run a retest of the Storage Capacity Test in accordance with Exhibit 25.

3.4.7.2 Storage Capacity Tests may be performed remotely. Buyer shall have the right to send one or more representative(s) to witness all Storage Capacity Tests, regardless of whether Supplier attends or not. If Storage Capacity Tests are performed remotely, then Buyer shall have the right to have one or more representatives witness such Storage Capacity Tests in person, in real-time remotely, or by other means reasonably acceptable to Buyer. Buyer shall be responsible for all costs, expenses and fees payable or reimbursable to its representative(s) witnessing any Storage Capacity Test. All other costs of any Storage Capacity Test shall be borne by Supplier (other than the cost of Charging Energy in connection with such Storage Capacity Test and any third party costs incurred by Supplier for any retest required by Buyer pursuant to Section 3.4.7, unless such retest shall result in the Storage Contract Capacity being reduced from the Storage Contract Capacity established by the immediately preceding Storage Capacity Test, in which case Supplier shall be responsible for such costs).

3.4.7.3 Following each Storage Capacity Test, Supplier shall submit a testing report to Buyer in accordance with Exhibit 25 and reasonable support data requested by Buyer. If the actual capacity determined pursuant to a Storage Capacity Test is greater or less than the then current Storage Contract Capacity set forth on Exhibit 1, then the actual capacity determined pursuant to such Storage Capacity Test shall become the new Storage Contract Capacity at the beginning of the day following the completion of the test for all purposes under this Agreement. Notwithstanding the above, if the Storage Capacity Test results in an actual capacity greater than the Expected Storage Facility Nameplate Capacity Rating, the Storage Contract Capacity shall be deemed to be the Expected Storage Facility Nameplate Capacity Rating.

3.4.8 Storage Availability.

3.4.8.1 During the Term, the Storage Facility shall maintain a Monthly Storage Availability during the On-Peak hours of each of the Summer Months of no less than ninety-seven percent (97%) (the "Guaranteed Storage Availability"), which Monthly Storage Availability shall be calculated in accordance with Exhibit 26.

If the Monthly Storage Availability during the On-Peak hours of any Summer Month is less than the Guaranteed Storage Availability, then Supplier shall cure such failure by paying to Buyer Availability Liquidated Damages calculated in accordance with Exhibit 26. The invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such Availability Liquidated Damages in accordance with Exhibit 26.

3.4.8.2 The Parties recognize and agree that the payment of amounts by Supplier pursuant to this Section 3.4.8 is an appropriate remedy and that any such payment does not constitute a forfeiture or penalty of any kind, but rather constitutes anticipated costs to Buyer under the terms of this Agreement. The Parties further acknowledge and agree that the amount payable by Supplier pursuant to this Section 3.4.8 is difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the damages calculated hereunder constitute a reasonable approximation of the harm or loss.

3.4.9 Storage Round Trip Efficiency Test.

3.4.9.1 During the Term, the Storage Facility shall maintain a Round Trip Efficiency of no less than eighty-four percent (84%) (the "Storage Round Trip Efficiency Guarantee"), which Round Trip Efficiency shall be calculated in accordance with Exhibit 28.

3.4.9.2 If the Round Trip Efficiency of the Storage Facility is less than the Storage Round Trip Efficiency Guarantee, then Supplier shall cure such failure by paying to Buyer Storage Round Trip Efficiency Damages calculated in accordance with Exhibit 28. The invoice for such amount shall include a written statement explaining in reasonable detail the calculation of such Storage Round Trip Efficiency Damages in accordance with Exhibit 28.

3.4.9.3 The Parties recognize and agree that the payment of amounts by Supplier pursuant to this Section 3.4.9 is an appropriate remedy and that any such payment does not constitute a forfeiture or penalty of any kind, but rather constitutes anticipated costs to Buyer under the terms of this Agreement. The Parties further acknowledge and agree that the amount payable by Supplier pursuant to this Section 3.4.9 is difficult or impossible to determine, or otherwise obtaining an

adequate remedy is inconvenient and the damages calculated hereunder constitute a reasonable approximation of the harm or loss.

3.5 Renewable Energy System. Notwithstanding anything in this Agreement to the contrary, Buyer shall not be obligated to purchase or accept delivery of Product if the Generating Facility: (a) is not at the time of delivery qualified as a Renewable Energy System; or (b) is not delivering to Buyer all of the Renewable Energy Benefits associated with the Net Energy and Discharging Energy being delivered; provided that if there is a change in the Renewable Energy Law after the execution of this Agreement that causes the Net Energy and Discharging Energy from the Generating Facility to be ineligible or non-qualifying as a Renewable Energy System under such Renewable Energy Law, Supplier shall use commercially reasonable efforts to comply with such Renewable Energy Law. For purposes hereof, commercially reasonable efforts shall include the expenditure of amounts up to One Million Two Hundred Thousand Dollars ($1,200,000) (the "Compliance Cost Cap") in any Contract Year. If Supplier reasonably concludes that it may incur costs in excess of the Compliance Cost Cap in any Contract Year in order to comply with the Renewable Energy Law, it shall provide Buyer with a notice itemizing such excess costs. Buyer shall evaluate such notice and either: (i) agree to reimburse Supplier for such excess costs (the "Accepted Compliance Costs"); or (ii) waive Supplier's obligation to comply with the Renewable Energy Law to the extent such inability results from failing to expend amounts in excess of the Compliance Cost Cap. If Buyer agrees to reimburse Supplier for the Accepted Compliance Costs, then Supplier shall be required to comply in full with the Renewable Energy Law, and Buyer shall reimburse Supplier for Supplier's actual and reasonable out-of-pocket compliance costs in excess of the Compliance Cost Cap, not to exceed the Accepted Compliance Costs. If Supplier's inability to comply with the Renewable Energy Law cannot be cured by the expenditure of money, such noncompliance shall be excused and shall not constitute an Event of Default.

3.6 Shortfall; Replacement Costs. Supplier shall pay Buyer Replacement Costs and any Penalties incurred as a result of any Shortfall in any Measurement Period in accordance with the following provisions:

3.6.1 Summer Months – On-Peak.

3.6.1.1 If, for the Summer Months of any Measurement Period, the sum of all Delivered Amounts during the On-Peak hours of such Summer Months is less than the Shortfall Threshold for such Summer Months, then a shortfall of Net Energy (a "Shortfall") will be deemed to exist for such Summer Months. "Shortfall Threshold" means, with respect to the Summer Months in any Measurement Period, the product of (a) 0.90 multiplied by (b) the difference between (i) the sum of the Monthly On-Peak Supply Amount for such Summer Months minus (ii) the total amount of Net Energy associated with Excused Product (if any) during the On-Peak hours of such Summer Months.

3.6.1.2 If a Shortfall exists with respect to the Summer Months in any Measurement Period, then a Shortfall Amount will be calculated in accordance with the following. "Shortfall Amount" means, with respect to the Summer Months in any Measurement Period, an amount expressed in MWh equal to the Shortfall Threshold for such Summer Months minus the sum of all Delivered Amounts during the On-Peak hours of such Summer Months, provided that if the calculation of Shortfall Amount yields an amount of zero or less for the Summer Months in any Measurement Period, then no Shortfall Amount will be deemed to exist with respect to such Summer Months.

3.6.1.3 Buyer's "Replacement Costs" with respect to any Summer Months in any Measurement Period shall equal (a) the Shortfall Amount for such Summer Months multiplied by (b) the greater of (i) ten-percent (10%) of the Product Rate or (ii) an amount equal to Average On-Peak Mead for the Summer Months minus the Product Rate, provided that if the calculation of Replacement Costs yields an amount of zero or less for such Summer Months, then no Replacement Costs will be payable with respect to such Summer Months.

3.6.1.4 Within five (5) Business Days after the end of any Measurement Period in which a Shortfall has occurred with respect to the Summer Months, Supplier will calculate the Replacement Costs with respect to such Shortfall Amount and provide Buyer with written notice of such calculation. Such Replacement Costs shall be reflected on the Invoice for the same Billing Period in which such Replacement Costs are calculated.

3.6.2 Non-Summer Months – On-Peak.

3.6.2.1 If, for the Non-Summer Months of any Measurement Period, the sum of all Delivered Amounts during the On-Peak hours of such Non-Summer Months is less than the Shortfall Threshold for such Non-Summer Months, then a shortfall of Net Energy (a "Shortfall") will be deemed to exist for such Non-Summer Months. "Shortfall Threshold" means, with respect to the Non-Summer Months in any Measurement Period, the product of (a) 0.90 multiplied by (b) the difference between (i) the sum of Monthly On-Peak Supply Amount for such Non-Summer Months minus (ii) the total amount of Net Energy associated with Excused Product (if any) during the On-Peak hours of such Non-Summer Months.

3.6.2.2 If a Shortfall exists with respect to the Non-Summer Months in any Measurement Period, then a Shortfall Amount will be calculated in accordance with the following. "Shortfall Amount" means, with respect to the Non-Summer Months in any Measurement Period, an amount expressed in MWh equal to the Shortfall Threshold for such

Non-Summer Months minus the sum of all Delivered Amounts during the On-Peak hours of such Non-Summer Months, provided that if the calculation of Shortfall Amount yields an amount of zero or less for the Non-Summer Months, then no Shortfall Amount will be deemed to exist with respect to such Non-Summer Months.

3.6.2.3 Buyer's "Replacement Costs" with respect to any Non-Summer Months in any Measurement Period shall equal (a) the Shortfall Amount for such Non-Summer Months multiplied by (b) an amount equal to Average On-Peak Mead for the Non-Summer Months minus the Product Rate, provided that if the calculation of Replacement Costs yields an amount of zero or less for such Non-Summer Months, then no Replacement Costs will be payable with respect to such Non-Summer Months.

3.6.2.4 Within five (5) Business Days after the end of any Measurement Period in which a Shortfall has occurred with respect to the Non-Summer Months, Supplier will calculate the Replacement Costs with respect to such Shortfall Amount and provide Buyer with written notice of such calculation. Such Replacement Costs shall be reflected on the Invoice for the same Billing Period in which such Replacement Costs are calculated.

3.6.3 Not a Penalty. The Parties recognize and agree that the payment of amounts by Supplier pursuant to this Section 3.6 is an appropriate remedy and that any such payment does not constitute a forfeiture or penalty of any kind, but rather constitutes anticipated costs to Buyer under the terms of this Agreement. The Parties further acknowledge and agree that the damages for the failure of Supplier to supply and deliver Net Energy are difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the damages calculated hereunder constitute a reasonable approximation of the harm or loss.

3.6.4 Calculations. As soon as practicable following any period of: (a) Force Majeure; (b) Buyer's failure to accept Net Energy or PCs in breach of this Agreement; (c) Emergency (except for an Emergency with respect to the Facility that is not also a Force Majeure); (d) Planned Outage; (e) Curtailed Product; (f) Transmission Provider Instructions; or (g) Economic Curtailed Product, in each case as a result of which Supplier has failed to deliver Product to Buyer during such period and, subject to the terms of this Agreement, such failure and Supplier's liability for damages therefore are excused, Supplier shall calculate the amount of Net Energy that Supplier was unable to generate and deliver to the Storage Facility Metering Point and to Buyer at the Delivery Point solely as a result of such event, by summing for each hour of the period the difference between (i) the Net Energy that Supplier would have been capable of delivering if not for such event during each hour (not to exceed the Supply Amount) and (ii) the Delivered Amount during each hour (the "Excused Product"); provided that the amount of Curtailed Product shall be determined in accordance with

Section 10.3 and the amount of Economic Curtailed Product shall be determined in accordance with Section 10.4. Supplier shall provide Buyer its calculations and include all relevant back-up data and other information reasonably requested by Buyer. If Buyer disagrees with the calculation of Excused Product, then the Excused Product will be determined through the Dispute resolution provisions of Article 21.

3.7 PC Shortfall; PC Replacement Costs.

3.7.1 If after the PC Administrator issues all the PC statements or certificates for any Measurement Period there is a PC Shortfall, then Supplier shall pay Buyer for the replacement costs and any Penalties associated with such PC Shortfall (collectively, the "PC Replacement Costs"). Subject to the last sentence of this Section 3.7.1, for purposes of this Agreement a "PC Shortfall" shall occur in any Measurement Period if the sum of all Delivered PCs is less than the product of (a) 0.90 multiplied by (b) an amount equal to (i) the sum of the Yearly PC Amount for the Contract Years in such Measurement Period minus (ii) the total amount of PCs associated with Excused Product during such Measurement Period. For purposes of this Agreement, a "PC Shortfall Amount" with respect to any Measurement Period means: (A) the sum of the Yearly PC Amount for the Contract Years in such Measurement Period; minus (B) the total amount of PCs associated with Excused Product during such Measurement Period; minus (C) the Delivered PCs during such Measurement Period. If the calculation of the PC Shortfall Amount set forth in this Section 3.7.1 yields an amount of zero or less for any Measurement Period, then no PC Shortfall will be deemed to exist with respect to such Measurement Period.

3.7.2 The PC Replacement Costs shall be determined by Buyer exercising its reasonable discretion based on the estimated cost of purchasing PCs to replace the PC Shortfall Amount from the same resource type with a comparable expiration date or the cost of replacing the PC Shortfall Amount with PCs of Buyer's choice already in Buyer's PC Account; provided, however, that Buyer shall not be required to actually purchase replacement PCs in order to receive payment from Supplier for PC Replacement Costs. Buyer shall include in the PC Replacement Costs any Penalties allocable to Supplier's proportionate amount of Buyer's aggregate shortfall under the applicable Portfolio Standard (factoring in Supplier's shortfall in prior years carried forward as a deficit or reducing the surplus in such prior years).

3.7.3 The Parties recognize and agree that the payment of amounts by Supplier pursuant to this Section 3.7 is an appropriate remedy and that any such payment does not constitute a forfeiture or penalty of any kind, but rather constitutes anticipated costs to Buyer under the terms of this Agreement. The Parties further acknowledge and agree that the amount payable by Supplier pursuant to this Section 3.7 is difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the damages calculated hereunder constitute a reasonable approximation of the harm or loss.

3.7.4 All information used by Buyer to establish PC Replacement Costs shall be verifiable by Supplier; and Buyer shall provide reasonable access to all such information supporting calculations within five (5) Business Days of Supplier's request for such information. Supplier agrees to execute a confidentiality agreement regarding the review of this information upon request by Buyer.

3.7.5 For any Measurement Period, Buyer, at its sole option, may allow Supplier to meet its PC Replacement Cost obligation by transferring a quantity of PCs to Buyer in the amount of no less than the PC Shortfall Amount. Such PCs shall be from the same resource type with a comparable expiration date as the PCs that should have been delivered to Buyer under this Agreement.

3.8 Supply Degradation. Beginning with the second Contract Year, and each Contract Year thereafter, each Supply Amount (but not the Maximum Amount) and the Yearly PC Amount shall be reduced by point four percent (0.4%). No later than January 1 of each Contract Year Buyer shall deliver to Supplier revised Exhibits 13 and 18 which shall reflect such reductions, and effective as of January 1 of each Contract Year this Agreement shall automatically be amended to substitute such revised Exhibits 13 and 18 for the then existing Exhibits 13 and 18.

3.9 Standby Service; Station Usage. Supplier shall obtain Standby Service from its load-serving entity to cover Station Usage. Supplier shall separately meter Station Usage with a Meter for Station Usage. Supplier will design, construct and operate the Storage Facility such that no Station Usage is measured and served via a Meter for the Delivered Amount.

4. PRICE OF PRODUCT

4.1 Product Payments. Supplier shall be paid for the Product as follows:

4.1.1 Prior to the Commercial Operation Date.

4.1.1.1 On and after the Operation Date and prior to the Commercial Operation Date, all Product associated with Delivered Amounts of Net Energy from the Generating Facility, other than (a) Excess Energy (which shall not be compensable) and (b) Provisional Energy (which shall be compensable at the Provisional Rate for each MWh of Provisional Energy), shall be paid for by Buyer at the lesser of: (i) fifty percent (50%) of the Product Rate; or (ii) the Mead for each Delivery Hour of Test Energy for each MWh of Delivered Amounts of Net Energy (such lesser rate, the "Test Product Rate").

4.1.1.2 Notwithstanding anything to the contrary contained in Section 4.1.1.1, on and after the Operation Date but prior to the Commercial Operation Date, if Buyer requests Supplier to deliver Provisional Energy and Supplier elects to deliver Provisional Energy and delivers written notice to Buyer that it is delivering Provisional Energy in accordance with Section 3.4.4, Buyer shall pay Supplier

seventy-five percent (75%) of the Product Rate ("Provisional Rate") for each MWh of such Provisional Energy.

4.1.1.3 Provisional Energy shall be distinguished from Test Energy in so far as Provisional Energy is for a determined amount of energy provided as the Generating Facility is capable of consistently generating such amounts of energy, whereas Test Energy is energy generated after the Operation Date and prior to Commercial Operation that is needed to commission the Generating Facility. Supplier shall provide notice when Provisional Energy is available and Buyer and Supplier shall mutually agree to the date and time when Provisional Energy shall be supplied in accordance with Section 3.4.4. Five (5) Business Days prior to the start of each month Supplier shall provide notice to Buyer with an estimate of the forecasted amounts of Test Energy and Provisional Energy for that month with correlated meter data for actual amounts of Test Energy and Provisional Energy amounts to be provided with invoicing. Such determination shall be subject to verification by Buyer in the exercise of its reasonable discretion.

4.1.2 Subsequent to the Commercial Operation Date.

4.1.2.1 All Product (except Storage Product) associated with Delivered Amounts of Net Energy from the Generating Facility from and after the Commercial Operation Date, other than Excess Energy, shall be paid for by Buyer at the Product Rate set forth in Exhibit 2A for each MWh of Delivered Amounts of Net Energy; provided, that such payment constitutes the entirety of the amount due to Supplier from Buyer for the Product associated with Delivered Amounts of Net Energy other than Excess Energy.

4.1.2.2 All Product (except Storage Product) associated with Economic Curtailed Product from and after the Commercial Operation Date shall be paid for at the sum of (a) the Product Rate plus, if applicable, (b) during the PTC Period, the PTC Rate (with the payment of the PTC Rate to be made on an After-Tax Basis) for each MWh of Economic Curtailed Product.

4.1.2.3 All Product (except Storage Product) associated with Excess Energy from and after the Commercial Operation Date shall be paid for at the Test Product Rate for each MWh of Excess Energy.

4.1.2.4 All Storage Product from and after the Commercial Operation Date shall be paid at the Storage Rate based on the applicable Storage Contract Capacity of the Storage Facility, as such Storage Contract Capacity may be adjusted from time to time in accordance with Section 3.4.7 and Exhibit 25; provided, however, that such payment constitutes the entirety of the amount due to Supplier from Buyer

for the Storage Product, including Storage Product associated with Discharging Energy.

4.1.3 No payment shall be owing to Supplier for any Product associated with Energy that is for any reason not Net Energy except as otherwise provided in Section 4.1.2.3.

4.1.4 Buyer shall not be required to accept from Supplier any Product associated with Delivered Amounts of Net Energy from the Generating Facility delivered during any Delivery Hour in excess of the Maximum Amount, and no payment shall be owing to Supplier for any Product associated with Delivered Amounts of Net Energy from the Generating Facility accepted by Buyer during any Delivery Hour in excess of the Maximum Amount.

4.1.5 Notwithstanding any provision in the contrary contained in this Agreement, in addition to the amounts paid by Buyer to Supplier pursuant to this Section 4.1, Buyer shall pay to Supplier each month the aggregate amount, if any, paid to Buyer by Valley Electric Association for Energy utilized by the Facility for Station Usage (including Energy utilized by the Facility for Station Usage after being stored in the Storage Facility). In no event will Buyer pay Supplier for any amounts paid to Valley Electric Association for any energy other than Energy utilized by the Facility for Station Usage. Each Party agrees to provide reasonable documentation at the other Party's request with respect to amounts paid to or received from Valley Electric Association by Supplier or Buyer in respect of amounts paid for Station Usage.

4.2 Excused Product. Buyer shall not pay for Product comprising Excused Product except as otherwise provided with respect to Economic Curtailed Product in Section 4.1.2.2.

4.3 Tax Credits. The Parties agree that neither the Product Rate, the Storage Rate nor the Test Product Rate are subject to adjustment or amendment if Supplier fails to receive any Tax Credits, or if any Tax Credits expire, are repealed or otherwise cease to apply to Supplier or the Facility in whole or in part, or Supplier or its investors are unable to benefit from any Tax Credits. Supplier shall bear all risks, financial and otherwise, throughout the Term, associated with Supplier's or the Facility's eligibility to receive Tax Credits or to qualify for accelerated depreciation for Supplier's accounting, reporting or Tax purposes. The obligations of the Parties hereunder, including those obligations set forth herein regarding the purchase and price for and Supplier's obligation to deliver Net Energy and Discharging Energy and Product, shall be effective regardless of whether the sale of Energy or Net Energy from the Facility is eligible for, or receives Tax Credits during the Term.

5. PORTFOLIO ENERGY CREDITS/RENEWABLE ENERGY BENEFITS

5.1 Delivery of Renewable Energy Benefits and Portfolio Energy Credits.

5.1.1 All Renewable Energy Benefits are exclusively dedicated to and vested in Buyer. Supplier shall deliver to Buyer all Renewable Energy Benefits derived from the Facility, including Renewable Energy Benefits associated with Energy for Station Usage. Supplier shall timely prepare and execute all documents and take all actions necessary under Law or the requirements of any Governmental Authority or Person and otherwise to cause the Renewable Energy Benefits to vest in Buyer, without further compensation, including: (a) taking all actions necessary to register or certify any Renewable Energy Benefits or the Facility with the PUCN or any other Person (pursuant to NAC 704.8921 or otherwise) and WREGIS; (b) causing the automatic transfer of the Renewable Energy Benefits derived from the Facility to Buyer (pursuant to NAC 704.8927 or otherwise); (c) providing all production data and satisfying the reporting requirements of the PUCN or PC Administrator, as applicable; and (d) cooperating in any registration by Buyer of the Facility in any other renewable portfolio standard or equivalent program in any states in which Buyer may wish to register or maintain registration of the Facility, including providing copies of all such information as Buyer reasonably requires for such registration. Without limitation of the foregoing, Supplier acknowledges that the Renewable Energy Benefits, may be used by Buyer in meeting its present and future obligations pursuant to applicable Law, including the Portfolio Standard, and agrees to cooperate with Buyer in all respects to assist in Buyer's compliance with all applicable requirements set forth in the Portfolio Standard and provide all information reasonably requested by Buyer or otherwise necessary to allow the PUCN to determine compliance with the Portfolio Standard. No Person other than Buyer (or its designee) will be entitled to claim Renewable Energy Benefits in any jurisdiction in connection with the Facility. All representations and warranties made by Supplier with respect to Renewable Energy Benefits are freely transferrable by Buyer to any purchaser or transferee of such Renewable Energy Benefits or part thereof.

5.1.2 On or before January 31 of each year following the Operation Date, Supplier, as owner or operator of the Renewable Energy System, shall deliver to Buyer a written attestation for the prior year that no part of the Renewable Energy Benefits: have been or will be (a) used for or by any Person to obtain renewable energy credit in any state or jurisdiction, except for Buyer pursuant to this Agreement; (b) sold or otherwise exchanged for compensation or used for credit in any other state or jurisdiction; and (c) included within a blended energy product certified to include a fixed percentage of renewable energy in any other state or jurisdiction, pursuant to Chapter 704 of the NAC. No Person other than Buyer (or its designee) will be entitled to claim Portfolio Energy Credits, Renewable Energy Benefits (or equivalents in any jurisdiction) in connection with the Facility.

5.2 Injunction. If any Person other than Buyer (or its designee) attempts to claim such Renewable Energy Benefits or part thereof, the Parties agree that remedies at Law may be inadequate to protect Buyer in the event of a breach of this Section 5.2, and

Supplier hereby in advance agrees: (a) that Buyer shall be entitled to seek without proof of actual damages or the necessity of posting any bond or other security, temporary, preliminary and permanent injunctive relief from any Governmental Authority of competent jurisdiction restraining Supplier from committing or continuing any breach of this Section 5.2; and (b) that Supplier will promptly undertake all necessary actions to prevent such other Person from claiming such Renewable Energy Benefits (including joining with or otherwise assisting Buyer in seeking the relief described in clause (a)).

5.3 Transfers. Buyer shall be entitled to PC Replacement Costs as provided in Section 3.7. Supplier shall promptly give Buyer copies of all documentation it submits to WREGIS or PUCN or otherwise with respect to Renewable Energy Benefits. Further, in the event of the promulgation of a scheme involving any part of the Renewable Energy Benefits administered by CAMD, upon notification by CAMD that any transfers contemplated by this Agreement will not be recorded, the Parties shall promptly cooperate in taking all reasonable actions necessary so that such transfers can be recorded. Supplier shall not report under Section 1605(b) of the Energy Policy Act of 1992 or under any applicable program that any of the Renewable Energy Benefits belong to any person other than Buyer. Without limiting the generality of Buyer's ownership of the Renewable Energy Benefit Reporting Rights, Buyer may report under such program that all Renewable Energy Benefits purchased hereunder belong to it. Each Party shall promptly give the other Party copies of all documents it submits to the CAMD to effectuate any transfers.

6. RIGHT OF FIRST OFFER; RIGHT OF FIRST REFUSAL; PURCHASE OPTIONS; END OF TERM PURCHASE OPTION

6.1 Right of First Offer ("ROFO").

6.1.1 Neither Supplier nor its immediate upstream owner(s) below Supplier's Ultimate Corporate Parent (each, a "ROFO Seller") shall (a) seek to sell, transfer, assign or otherwise dispose of Supplier's ownership interest in the Facility pursuant to Section 23.4(ii) or (b) sell, transfer or assign a Controlling Interest in Supplier pursuant to Section 23.5(b) (the ownership interests in the Facility and Supplier, each the "Offered Interests"); and the sale, transfer, assignment or disposition in (a) and (b), (each, a "Restricted Transaction") until it has fully complied with the provisions of this Section 6.1. If a ROFO Seller intends to enter into a Restricted Transaction, Supplier shall provide Buyer with written notice of same (a "Seller ROFO Notice"), and Buyer shall have a right of first offer with respect to the purchase of such Offered Interests. Within thirty (30) days after receipt of the Seller ROFO Notice, Buyer shall notify Supplier in writing of its decision whether or not to negotiate with ROFO Seller for the purchase of the Offered Interests (the "Buyer ROFO Notice"). If Buyer elects to negotiate with ROFO Seller for the purchase of the Offered Interests, Supplier shall cause ROFO Seller to negotiate in good faith and exclusively with Buyer, for a period of not less than one hundred twenty (120) days following ROFO Seller's receipt of the Buyer ROFO Notice, the terms of a purchase by Buyer or its designee of the Offered Interests (such thirty (30)-day period

as extended, if applicable, by such one hundred twenty (120)-day period, the "ROFO Period"). Buyer may seek PUCN approval of the final agreement for the acquisition of the Offered Interests. If Buyer elects not to negotiate with ROFO Seller, or, after commencing negotiations, if Buyer determines that it will not purchase the Offered Interests, then, in either case, Buyer shall promptly notify Supplier thereof, and the ROFO Period shall terminate as of the date that any such notice is provided by Buyer. Buyer's failure to respond to a Seller ROFO Notice within thirty (30), days after receipt shall be deemed to be an election by Buyer not to negotiate with ROFO Seller.

6.1.2 In the event that: (a) Buyer does not elect to negotiate with ROFO Seller for the purchase of the Offered Interests pursuant to Section 6.1.1, (b) negotiations commence pursuant to Section 6.1.1 but Buyer thereafter notifies Supplier that it has determined it will not purchase the Offered Interests, or (c) if definitive transaction documents between ROFO Seller and Buyer or its designee have not been executed with respect to the Offered Interests within the ROFO Period, ROFO Seller may negotiate a Restricted Transaction with any other Person within one hundred eighty (180) days following the expiration of the ROFO Period, subject, in all cases, to the terms and conditions of this Agreement, including Section 6.1.3 and the provisions of Article 23. In no event may ROFO Seller enter into a Restricted Transaction with any other Person on terms less favorable to ROFO Seller than such terms, if any, as were offered by Buyer during the ROFO Period.

6.1.3 If ROFO Seller and such other Person do not agree upon the terms, conditions and pricing for the Offered Interests by entering into definitive transaction documents within one hundred eighty (180) days following the expiration of the ROFO Period, ROFO Seller and any Offered Interests shall again be subject to this Section 6.1 with respect to any Restricted Transaction.

6.2 Purchase Options. Supplier hereby grants to Buyer options to purchase the Facility ("Early Purchase Option") on a date chosen by Buyer during the six (6) months after the 10th, 14th and 20th anniversaries of the Commercial Operation Date at the Fair Market Value, which option may be exercised by Buyer providing written notice to Supplier no less than one hundred and eighty (180) days before the applicable anniversary.

6.3 End of Term Purchase Option. Supplier hereby grants to Buyer the option to purchase the Facility at the end of the Term (whether scheduled pursuant to Section 2.2 or as a result of the earlier termination of this Agreement pursuant to Section 2.3.1 as a result of a Supplier Event of Default) at the Fair Market Value (the "Facility Final Purchase Option"), which option may be exercised by Buyer providing written notice to Supplier of Buyer's election to exercise such option no less than one hundred and eighty (180) days (a) prior to the end of the Term in the event of a scheduled termination pursuant to Section 2.2, or (b) after the end of the

Term in the event of the earlier termination of this Agreement pursuant to Section 2.3.1 as a result of a Supplier Event of Default.

6.4 Efforts Required to Transfer Facility and Offered Interests. If Buyer exercises the Early Purchase Option, the Facility Final Purchase Option or otherwise agrees to purchase the Facility pursuant to Section 6.1, then such purchase shall occur pursuant to a form of purchase and sale agreement prepared by Buyer which shall contain customary representations, warranties and covenants and otherwise be in form reasonably acceptable to the Parties. It shall be a condition of any such purchase that Buyer obtains all necessary Governmental Approvals and, notwithstanding any language to the contrary in this Agreement, Buyer shall be given sufficient time to obtain such approvals in accordance with applicable statutes and regulations. Pursuant to the purchase and sale agreement, Supplier will take all actions necessary to transfer by deed, bill of sale, or both, the Facility to Buyer, as well as all other improvements placed on the Project Site by Supplier that are required for the continued and uninterrupted use, maintenance and operation of the Facility, free and clear from any lien or monetary encumbrance created by or on behalf of Supplier or its Affiliates. In addition, Supplier will assign to Buyer all transferrable Governmental Approvals applicable to the Facility and Required Facility Documents, and all transferrable warranties for the Facility. Supplier shall cooperate with Buyer to assign and enforce any and all warranties that apply to the Facility or any of its component parts, which obligation shall survive the termination of this Agreement.

6.5 Due Diligence; Cooperation; Governmental Approvals; Notice of Rights. Supplier will provide in a timely manner, information regarding the Offered Interests which is reasonably requested by Buyer to allow Buyer to perform due diligence for the purchase of the Offered Interests pursuant to this Article 6. Supplier shall further provide commercially reasonable cooperation and assistance to Buyer, without further compensation, throughout Buyer's efforts to properly account for and obtain any necessary Governmental Approvals with respect to the purchase of the Offered Interests pursuant to this Article 6. Notwithstanding anything in this Agreement or any definitive transaction documentation, Buyer shall not be obligated to proceed with the purchase of any Offered Interests pursuant to this Article 6 if Buyer does not receive all necessary Governmental Approvals in connection with such transaction. Supplier shall put any Person with which it enters into discussions or negotiations regarding a Restricted Transaction on notice of the rights of Buyer set forth in this Article 6. Buyer shall be permitted to file a notice of the rights contained in this Article 6 with respect to the Project Site.

6.6 Termination of Agreement. Upon the acquisition of the Facility by Buyer pursuant to Section 6.4, this Agreement shall terminate and neither Party shall have any obligation to the other under this Agreement, except with respect to the terms and provisions hereof that expressly survive the termination of this Agreement.

7. METERING, INVOICING AND PAYMENTS

7.1 Metering.

7.1.1 Meters. Buyer shall, at Supplier's cost, provide, install, own, operate and maintain all Meter(s) in good operating condition. The metering system design shall be subject to Buyer's approval and shall be submitted to Buyer not later than Supplier's completion of the Project Milestone in Section 2(A) of Exhibit 6. The meter system shall have Buyer specified equipment to connect with Buyer's automated meter database. The Meters shall be used for quantity measurements under this Agreement. Such equipment shall be bi-directional, shall be capable of measuring and reading instantaneous and hourly real and reactive energy and capacity and account for losses from the meter location to the Delivery Point or to the Storage Facility Metering Point. The Meters shall also be used for, among other things, metering Station Usage of the Facility. Supplier, at its expense, may install additional check meters. Supplier shall not install any check-metering equipment on or connected to Buyer-owned facilities including instrument transformers or metering circuitry wiring. Supplier shall, at its sole expense, install any additional or different Meters or related equipment necessary to comply with the requirements of Transmission Provider, any Electric System Authority or any Governmental Authority.

7.1.2 WREGIS Metering. Supplier shall cause, at its sole cost and expense, the Generating Facility to implement all necessary generation information communications in WREGIS, and report generation information to WREGIS pursuant to a WREGIS-approved meter that is dedicated to the Generating Facility and only the Generating Facility. Supplier shall be responsible to obtain all qualified reporting entity services required by WREGIS at Supplier's expense should Buyer not in its sole and absolute discretion provide them. Supplier shall complete the WREGIS registration in compliance with the current WREGIS Operating Rules and in a timely manner so that all Generating Facility generation, including Test Energy, is eligible for certification.

7.1.3 Location. Meters shall be installed at the location(s) specified in Exhibit 5, or as otherwise may be reasonably determined by Buyer to effectuate this Agreement.

7.1.4 Non-Interference. Supplier shall not undertake any action that may interfere with the operation of the Meters. Supplier shall be liable for all costs, expense, and liability associated with any such interference with the Meters. Metering requirements shall apply such that there is no impact on the infrastructure and output associated with the Facility due to the presence of any other contiguous project.

7.1.5 Meter Testing. Meters shall be tested at least once every two (2) years by Buyer. Either Party may request a special test of Meters or check meters, but the requesting Party shall bear the cost of such testing unless there is an inaccuracy outside the limits established in American National Standard Institute Code for Electricity Metering (ANSI C12.1, latest version), in which case the Party whose meters were found to be inaccurate shall be responsible for the costs of the special testing. Meters installed pursuant to

this Agreement shall be sealed and the seal broken only when the meters are to be adjusted, inspected or tested. Authorized representatives of both Parties shall have the right to be present at all routine or special tests and to inspect any readings, testing, adjustment or calibration of the Meters or check meters. Buyer's Operating Representative shall provide fifteen (15) Business Days prior notice of routine Meter testing to Supplier's Operating Representative. If Supplier has installed check meters in accordance with Section 7.1.1, Supplier shall test and calibrate each such meter at least once every two (2) years. Supplier's Operating Representative shall provide fifteen (15) Business Days prior notice of routine check meter testing to Buyer's Operating Representative. In the event of special Meter testing, the Parties' Operating Representatives shall notify each other with as much advance notice as practicable.

7.1.6 Metering Accuracy. If the Meters are registering but their accuracy is outside the limits established in ANSI C12.1, Buyer shall repair and recalibrate or replace the Meters and Buyer shall adjust payments to Supplier for the Delivered Amount for the lesser of the period in which the inaccuracy existed and ninety (90) days. If the period in which the inaccuracy existed cannot be determined, adjusted payments shall be made for a period equal to one-half of the elapsed time since the latest prior test and calibration of the Meters; provided, however, that the adjustment period shall not exceed one hundred eighty (180) days. If adjusted payments are required, Buyer shall render a statement describing the adjustments to Supplier within thirty (30) days of the date on which the inaccuracy was rectified. Additional payments to Supplier by Buyer shall be made within thirty (30) days of receipt of Buyer's statement. Any payments due Buyer pursuant to this Section 7.1.6 shall accompany Supplier's next Billing Period statement.

7.1.7 Failed Meters. If the Meters fail to register, Buyer shall make payments to Supplier based upon Supplier's check metering; provided, however, that if the accuracy of the check meters is subsequently determined to be outside the limits established in ANSI C12.1, Buyer shall adjust the payments to Supplier for the Delivered Amount calculated using the check meters for the lesser of the period in which the inaccuracy existed and ninety (90) days. If the period in which the inaccuracy existed cannot be determined, adjusted payments shall be made for a period equal to one-half of the elapsed time since the latest prior test and calibration of the check meters; provided, however, that the adjustment period shall not exceed ninety (90) days. If no such metering is available, payments shall be based upon the Parties' best estimate of the Delivered Amount. In such event, such payments made based upon the Parties' estimate of the Delivered Amount shall be in full satisfaction of payments due hereunder. If the Parties cannot agree on a best estimate of the Delivered Amount the Dispute shall be resolved in accordance with Article 21.

7.1.8 Weather Meter. Supplier shall, at Supplier's cost and no later than six (6) months prior to the Commercial Operation Date, provide, install, own, operate and maintain a device for the measurement of weather conditions relevant to the generation of Energy at the Project Site (the "Weather Meter"), provided that Supplier shall not select the type of Weather Meter without the prior written consent of Buyer, which shall not be unreasonably withheld. No later than twelve (12) months prior to the Commercial Operation Date, the Parties shall agree on the location of the Weather Meter and any applicable protocols for testing, accuracy, failure or other relevant characteristics of the Weather Meter.

7.2 Invoices.

7.2.1 Monthly Invoicing and Payment. On or before the 10th day of each month, Supplier shall send to Buyer an Invoice for the prior month (a "Billing Period"). Supplier shall calculate the Invoice based upon Meter data available to Supplier and as set forth in Exhibit 2B. Any correction or Dispute with respect to an Invoice is waived unless Buyer is notified within twelve (12) months, or Supplier is notified within thirty-six (36) months, after the Invoice is rendered or any specific adjustment to the Invoice is made. If an Invoice is not delivered to Buyer within twelve (12) months after the close of the Billing Period, the right to payment for such Billing Period is waived.

7.2.2 Replacement PC Invoice Calculation. In addition to the requirements for monthly Invoices set forth in this Section 7.2, if after the PC Administrator issues its final PC statement covering any Measurement Period and a PC Shortfall (as determined in accordance with Section 3.7.1) exists, Buyer shall send to Supplier an Invoice for such Measurement Period, which shall include the calculations set forth in Exhibit 2C.

7.2.3 Amounts Owing to Buyer. The Invoice referred to in Section 7.2.1 shall offset any amounts owing to Buyer with amounts owing to Supplier, and shall indicate the net payment due Supplier or Buyer, as applicable. Supplier shall provide supporting data in reasonable detail to support its calculations of any amounts owing to Buyer. Buyer may prepare and send to Supplier an Invoice for amounts owing to Buyer under this Agreement, and any such amounts will be payable to Buyer within ten (10) Business Days from Supplier's receipt of such Invoice, subject to the terms and provisions of Section 7.2.5.

7.2.4 Method of Payment. Buyer or Supplier, as applicable, shall remit the payment of any undisputed amounts by wire or electronic fund transfer or otherwise pursuant to the instructions stated in Exhibit 4. Payment will be made on or before the later of the twentieth (20th) day following the end of each Billing Period (or the next following Business Day, if such twentieth (20th) day does not fall on a Business Day) or ten (10) Business Days from receipt of Invoice.

7.2.5 Examination and Correction of Invoices. As soon as practicable either Party shall notify the other Party in writing of any alleged error in an Invoice.

7.2.5.1 If a Party notifies the other Party of an alleged error in an Invoice, the Parties agree to use good faith efforts to reconcile the billing and mutually agree on the appropriate correction, if any.

7.2.5.2 If a correction is determined to be required, the invoicing Party shall provide an adjusted Invoice to the invoiced Party. If such error results in an additional payment to the invoicing Party, the invoiced Party shall pay such invoicing Party the amount of the adjusted Invoice within thirty (30) days of the date of receipt of the adjusted Invoice. If such error resulted in a refund owed to the invoiced Party, the invoicing Party shall pay the invoiced Party the amount of the adjusted Invoice within thirty (30) days of the date of receipt of the statement or at the invoiced Party's option, the invoiced Party may net such amount against the subsequent monthly payment to the invoicing Party.

7.3 Overdue Amounts and Refunds. Overdue amounts and refunds of overpayments shall bear interest from and including, the due date or the date of overpayment, as the case may be, to the date of payment of such overdue amounts or refund at a rate calculated pursuant to 18 C.F.R. § 35.19a.

7.4 Access to Books and Records. Supplier agrees to make available for inspection upon five (5) Business Days written notice from Buyer its books and records for the purpose of allowing Buyer to verify the information contained within the invoices presented pursuant to Section 7.2.

7.5 Parties' Right to Offset. Either Party shall have the right to offset any amounts owed to the other Party under this Agreement including amounts owed by Supplier to Buyer for Standby Service.

7.6 Taxes. Buyer is responsible for any Taxes imposed on or associated with the Net Energy or Discharging Energy or its delivery from and after the Delivery Point. Supplier is responsible for any Taxes imposed on or associated with the Net Energy or Discharging Energy or its delivery up to or at the Delivery Point. Either Party, upon written request of the other Party, shall provide a certificate of exemption or other reasonably satisfactory evidence of exemption if such Party is exempt from Taxes, and shall use reasonable efforts to obtain and cooperate with the other Party in obtaining any exemption from or reduction of any Tax. Each Party shall hold harmless the other Party in accordance with Article 18 from and against Taxes imposed on the other Party as a result of such Party's actions or inactions in contravention of this Section 7.6.

8. FACILITY CONSTRUCTION; OPERATIONS AND MODIFICATIONS

8.1 Construction of Facility; Selection of Construction Contractor.

8.1.1 Construction of Facility. Supplier shall construct or cause the Facility to be constructed in accordance with Good Utility Practices and the Project Milestones and to ensure that: (a) Supplier is capable of meeting its supply and delivery obligations with respect to Product over the Term; (b) the Facility is consistent with the technical specifications set forth in Exhibit 11; (c) the Generating Facility is at all times considered a Renewable Energy System; and (d) the Generating Facility is at all times in compliance with all requirements imposed on Renewable Energy Systems as set forth in the applicable Renewable Energy Law. Supplier shall deliver to Buyer an ALTA Survey of the Project Site within ten (10) days of such survey becoming available to Supplier, but in no event later than the issuance of the Notice to Proceed in accordance with Exhibit 6. Supplier shall provide to Buyer in a form satisfactory to Buyer: (y) not later than the Project Milestone described in Section 2(A) of Exhibit 6, a completed version of Exhibits 11 and 14; and (z) within thirty (30) days after the Commercial Operation Date, a revised version of Exhibit 14 reflecting the Facility as built. At Buyer's request, Supplier shall provide Buyer with copies of the Construction Contract and Major Equipment Contracts and any documentation and drawings reasonably requested by Buyer, redacted of any pricing information and any other information Supplier is not permitted to disclose pursuant to a confidentiality agreement, provided that Supplier shall secure in the Construction Contract and Major Equipment Contracts the ability to disclose the terms of the Construction Contract and Major Equipment Contracts other than pricing information and any other proprietary information immaterially related to the timely construction of, and delivery of equipment for, the Facility. Under no circumstances shall the Facility share facilities (including all interconnection facilities owned by Supplier) with another generating or storage facility, whether an Affiliate of Supplier or not, provided that Supplier can share the Shared Facilities with the owner(s) of other generating and storage facilities if Supplier (i) provides Buyer with a true and correct copy of the shared facilities agreement governing the use of such other facilities between or among Supplier and such owner(s) (the "Shared Facilities Agreement") and (B) obtains the prior written consent of Buyer, such consent not to be unreasonably withheld, conditioned or delayed; provided, further, that in no event shall the Shared Facilities Agreement, including any amendment or modification thereto, or the sharing of facilities and/or rights under the IA thereunder adversely impact or effect the operation or performance of the Facility, including the operating characteristics and limitations and technical specification of the Facility as set forth in Exhibits 1, 5, 11, 13, 14, 18, 22 and 24, or the ability of Supplier to comply with any of its obligations under this Agreement, other than temporary outages of Shared Facilities that (1) are reasonably necessary for the construction, commissioning, or integration of the Phase 2 Facility, (2) are reasonably communicated to and coordinated with Buyer in advance, and (3) are implemented in a manner designed to minimize adverse impacts or effects on the operating characteristics and limitations and technical specification of the Facility as set forth in Exhibits 1, 5, 11, 13, 14, 18, 22 and 24, or the

ability of Supplier to comply with any of its obligations under this Agreement. Supplier shall provide Buyer with a copy of any amendment or modification to the Shared Facilities Agreement at least ten (10) Business Days before execution, and Buyer's prior consent shall be required if such amendment or modification or the sharing of facilities and/or rights under the IA thereunder would reasonably be expected to adversely impact or effect the operation or performance of the Facility, including the operating characteristics and limitations and technical specification of the Facility as set forth in Exhibits 1, 5, 11, 13, 14, 18, 22 and 24, or the ability of Supplier to comply with any of its obligations under this Agreement. Such Buyer's consent shall not be unreasonably withheld, conditioned or delayed. Except as provided in this Section 8.1, the Facility and its mechanical components, buildings, infrastructure, and associated facilities and equipment, including interconnection facilities, shall be used solely for the purpose of generating, charging, storing and discharging Energy under this Agreement.

8.2 Performance of Project Milestones. Supplier shall complete each Project Milestone specified in Exhibit 6 on or before 16:00 hours PPT on the date specified for each Project Milestone listed in Exhibit 6, as such date may be extended by Force Majeure or any Interconnection Delay, in each case, in accordance with the terms of Article 20 (in respect of Force Majeure) and the definition of Interconnection Delay, as the case may be. Notwithstanding any provision to the contrary contained in this Agreement: (a) in no event shall Supplier be entitled to any more than (1) day of schedule relief in respect of a date for any Project Milestone specified in Exhibit 6 for such Project Milestone if Supplier is entitled to a day of relief for one or more of Force Majeure or Interconnection Delay, in respect of the same day, and (b) in no event shall any relief for Force Majeure or Interconnection Delay extend any Project Milestone beyond the Outside Date.

8.2.1 Completion of Project Milestones. Upon Supplier's completion of each Project Milestone, Supplier shall provide to Buyer in writing, pursuant to Section 29.1, documentation as specified in Exhibit 6 and reasonably satisfactory to Buyer demonstrating such Project Milestone completion. Such documentation shall be provided within thirty (30) days of such completion but not later than the date specified for such Project Milestone listed in Exhibit 6. Buyer shall acknowledge receipt of the documentation provided under this Section 8.2.1 and shall provide Supplier with written acceptance or denial of each Project Milestone within fifteen (15) Business Days of receipt of the documentation. If Buyer does not acknowledge receipt or provide written acceptance or denial of any Project Milestone within fifteen (15) Business Days, then such Project Milestone will be deemed to occur on the date that such documentation was provided to Buyer. Failure of Supplier to achieve a Critical Project Milestone on or before the scheduled date (or, in the case of the Commercial Operation Deadline, after expiration of the applicable period for which Daily Delay Damages are owed by Supplier pursuant to Section 8.5.1), will constitute an Event of Default as provided in Article 24. If any Project Milestone (other than a Critical Project Milestone) is not completed on or before the

date specified in Exhibit 6, Supplier will (i) inform Buyer of a revised projected date for the occurrence or completion of such Project Milestone (which will be deemed the new deadline for such Project Milestone), and any impact on the timing of the Commercial Operation Date (and on any other Project Milestone) and (ii) provide Buyer with a written report containing Supplier's analysis of the reasons behind the failure to meet the original Project Milestone deadline and whether remedial actions are necessary or appropriate, and describing any remedial actions that Supplier intends to undertake to ensure the timely achievement of the Commercial Operation Date. Provided that Supplier complies with the preceding sentence, including taking any remedial action to ensure the timely achievement of the Commercial Operation Date by the Commercial Operation Deadline, then no failure of Supplier to achieve a Project Milestone (other than a Critical Project Milestone) on or before the scheduled date will constitute an Event of Default.

8.2.2 Progress Towards Completion. Supplier shall notify Buyer's Contract Representatives promptly (and in any event within ten (10) Business Days) following its becoming aware of information that leads to a reasonable conclusion that a Project Milestone will not be met, and shall convene a meeting with Buyer to discuss the situation not later than fifteen (15) Business Days after becoming aware of this information. Supplier shall notify Buyer within five (5) Business Days if there is any change in the delivery schedule for any equipment in the Major Equipment Contracts and such notification shall include a plan to mitigate any applicable delays in the original delivery schedule in the executed Major Equipment Contracts.

8.3 Commercial Operation Date.

8.3.1 Notice of Testing. Supplier shall notify Buyer's Contract Representatives at least ten (10) Business Days prior to the commencement of any performance tests required by the Construction Contract, including any performance tests required by Exhibit 7 and Exhibit 7A. Buyer shall have the right to witness all tests or have Buyer's representatives witness all tests. The presence of Buyer or a Buyer representative shall not be construed as an obligation on Buyer's part to design, conduct, monitor or endorse any test results or as a ratification or acceptance thereof. Buyer shall be deemed to waive its right to be present at the performance tests if Buyer fails to appear at the scheduled time for the performance tests.

8.3.2 Certifications. Within five (5) Business Days of the successful completion of the performance tests pursuant to Exhibit 7 and Exhibit 7A, Supplier shall provide Buyer with written notice stating when Supplier believes that the Facility has achieved Commercial Operation, including the following written certifications.

8.3.2.1 A certification by a duly authorized officer of Supplier stating the following:

"I, [Name], in my capacity as the duly appointed [Title] of [Supplier] ("Supplier") hereby certify, on behalf of Supplier that: (a) the Facility has been constructed in accordance with Good Utility Practice and the Generating Facility has delivered Net Energy to and at the Delivery Point and the Storage Facility Metering Point; (b) all of the requirements set forth in Sections 8.1, 8.3 and 17.2, and Exhibits 6, 7 and 7A of the Long-Term Renewable Power Purchase Agreement (Phase 1) between Supplier and Buyer dated April 17, 2026, ("Agreement") have been satisfied; (c) I am authorized to act on behalf of and bind Supplier with respect to this certificate; (d) Supplier has received the Supplier Required Regulatory Approvals listed in Exhibit 10 and has entered into or obtained all Required Facility Documents as listed in Exhibit 12, true, correct and complete copies of which are attached (other than confidential or commercial terms which have been redacted); and (e) Supplier acknowledges that Buyer is relying on this certification in connection with carrying out its obligations under the Agreement and Supplier will indemnify Buyer for any inaccuracy related to this certification; and (f) the Storage Facility is fully capable of charging, storing and discharging energy up to the Expected Storage Facility Nameplate Capacity Rating."

8.3.2.2 A certificate addressed to Buyer from a Licensed Professional Engineer confirming: (1) the nameplate capacity rating of the Generating Facility at the anticipated time of Commercial Operation in MW measured at the Delivery Point ("Certified Nameplate Capacity Rating") and (2) that the Generating Facility is able to generate and deliver electric power reliably in amounts expected by this Agreement and in accordance with all other terms and conditions hereof, including the Operating Procedures; and, (3) performance tests required by Exhibit 7 and Exhibit 7A have been successfully completed; and (4) that the Storage Facility is able to charge, store and discharge energy reliably in amounts expected by this Agreement and in accordance with all other terms and conditions hereof, including the Operating Procedures. The Certified Nameplate Capacity Rating must not be less than the Required Nameplate Capacity Rating.

8.3.2.3 A certificate addressed to Buyer from a Licensed Professional Engineer stating that, all required interconnection tests have been completed and the Facility is physically interconnected with the Transmission System and able to deliver Net Energy and Discharging Energy consistent with the terms of this Agreement.

8.3.2.4 An opinion from an attorney licensed in the state of Nevada that is not an employee of Supplier (or any Affiliate) and has no financial interest in the Facility addressed to Buyer with respect to such customary permitting and real estate matters as Buyer may

reasonably request and in form and substance reasonably satisfactory to Buyer.

8.3.3 Dispute of Commercial Operation. Buyer will have fifteen (15) Business Days after receipt of the certifications required by this Section 8.3 in which to Dispute the Commercial Operation Date by written notice to Supplier. In the event of such a Dispute, Buyer and Supplier will attempt in good faith to resolve the Dispute. If the Parties are unable to resolve the Dispute within fifteen (15) Business Days after Buyer's notice of Dispute, then either Party may seek resolution of the Dispute in accordance with Article 21. Notwithstanding the foregoing, Buyer's failure to Dispute the certification will in no way affect its rights to indemnification for any inaccuracy related to the certification, including overpayments that may be paid by Buyer due to such inaccurate certification.

8.4 Failure to Achieve Commercial Operation. In the event Supplier fails to achieve Commercial Operation by the Commercial Operation Deadline and Supplier fails to pay Daily Delay Damages within ten (10) days at the end of each calendar month in which such Daily Delay Damages are incurred, as provided in Section 8.5.1, Buyer may, in its sole discretion, elect to terminate this Agreement and, Supplier shall pay to Buyer, and Buyer shall be entitled to collect or retain, as applicable, the full Development Security amount as liquidated damages for Supplier's failure to meet its obligations prior to the Commercial Operation Deadline. Upon Buyer's collection of the full Development Security amount from Supplier (or from security provided on Supplier's behalf), this Agreement will be terminated, and neither Party will have any further obligations hereunder including under Section 8.5, except those obligations expressly provided to survive termination pursuant to Section 2.4. The Parties agree that it would be extremely difficult and impracticable under presently known and anticipated facts and circumstances to ascertain and fix the actual damages Buyer would incur if Supplier does not meet its obligations hereunder prior to the Commercial Operation Deadline, and, accordingly, the Parties agree that retention by Buyer of the full Development Security is reasonable as liquidated damages, and is not a penalty.

8.5 Delay Damages.

8.5.1 In the event Supplier fails to achieve Commercial Operation by the Commercial Operation Deadline, then for each day up to, but not exceeding, one hundred and eighty (180) days, that Supplier fails to achieve Commercial Operation, Supplier shall be obligated to pay to Buyer liquidated damages equal to Daily Delay Damages. If Daily Delay Damages have accrued for one hundred and eighty (180) days and Commercial Operation has not been achieved, then Buyer may terminate this Agreement. Supplier shall pay any amounts owed to Buyer under this Section 8.5 in the Billing Periods immediately succeeding the Billing Period during which Supplier's obligation to pay such amounts arose.

8.5.2 In addition to amounts payable pursuant to Section 8.5.1, Supplier shall be liable, in accordance with Section 18.1, for any Penalties incurred or

suffered by Buyer as a result of Supplier's failure to achieve Commercial Operation by the Commercial Operation Deadline.

8.5.3 The provisions of this Section 8.5 are in addition to, and not in lieu of, any of Buyer's rights or remedies under Article 24.

8.5.4 The Parties agree that it would be extremely difficult and impracticable under presently known and anticipated facts and circumstances to ascertain and fix the actual damages Buyer would incur if Supplier does not meet its obligations hereunder prior to the Commercial Operation Deadline, and, accordingly, the Parties agree that payment by Supplier of Daily Delay Damages is reasonable as liquidated damages, and is not a penalty.

8.6 Nameplate Damages.

8.6.1 If the Certified Nameplate Capacity Rating is less than the Expected Nameplate Capacity Rating, Supplier shall provide Buyer a onetime payment in an amount equal to (a) subtracting (i) Certified Nameplate Capacity Rating from (ii) the Expected Nameplate Capacity Rating in MW, multiplied by (b) Deficit Damages Rate per MW of difference ("Deficit Damages"), provided that in no event shall the Certified Nameplate Capacity Rating be less than the Required Nameplate Capacity Rating. Supplier's total liability for Deficit Damages shall not exceed Eighteen Million Dollars ($18,000,000). Deficit Damages, if any, shall be paid to Buyer within five (5) Business Days of Buyer's receipt of the certification required in Section 8.3.2.2. Upon payment of Deficit Damages: (i) Exhibit 1 shall be revised to reflect the Certified Nameplate Capacity Rating; and (ii) the Annual Supply Amount and each Supply Amount (but not the Maximum Amount) shall each be adjusted by the ratio of the Certified Nameplate Capacity Rating to the Expected Nameplate Capacity Rating, and Exhibit 13 shall be revised accordingly, and (iii) the Yearly PC Amount shall be adjusted in accordance with the formula set forth in Exhibit 18, and Exhibit 18 shall be revised accordingly.

8.6.2 If the Certified Nameplate Capacity Rating is greater than the Expected Nameplate Capacity Rating by greater than two percent (2%), Supplier shall pay Buyer a onetime payment in an amount equal to one half of the Development Security, paid to Buyer within five (5) Business Days of Buyer's receipt of the certification required in Section 8.3.2.2. If Supplier fails to make such payment in a timely manner, Buyer may retain such amount from the Development Security or Operating Security. Supplier shall take all necessary actions, including but not limited to software or hardware solutions, to limit the Certified Nameplate Capacity Rating to the Expected Nameplate Capacity Rating.

8.7 Modification. Subject to Section 8.6.1 and the modifications contemplated therein, Supplier shall not be permitted to make any modification to the Facility inconsistent with the operating characteristics and limitations and technical specification of the Facility as set forth in Exhibits 1, 5, 11, 13, 14, 18, 22 and 24 without the prior

written consent of Buyer, which may be withheld in Buyer's sole discretion. The above shall not prevent Supplier from substituting substantially equivalent materials and equipment, from using newer technology, from replacing vendors and contractors (subject to Section 25.13), from performing maintenance and repairs (including replacement of equipment and replacement, oversizing or augmentation of batteries) to the Facility so long as such maintenance and repairs do not alter the Facility except as permitted in this Agreement. Any modifications for which Buyer has provided written consent shall be conducted in accordance with Good Utility Practice and all applicable Laws and reliability criteria, as such may be amended from time to time, and the requirements of Article 11. If Supplier makes a modification to the Facility requiring approval as set forth in this Section 8.7 that is not approved by Buyer, Buyer shall be entitled to receive in addition to any other remedy available to Buyer as liquidated damages the full amount of the Development Security or Operating Security, as applicable. The Parties agree that it would be extremely difficult and impracticable under presently known and anticipated facts and circumstances to ascertain and fix the actual damages Buyer would incur if Supplier does not meet its obligations hereunder, and, accordingly, the Parties agree that payment by Supplier of Development Security or Operating Security, as applicable, is reasonable as liquidated damages, and is not a penalty.

8.8 Operation and Maintenance. Supplier, at all times shall install, operate, maintain and repair the Facility in accordance with Good Utility Practice and applicable Laws and to ensure: (a) Supplier is capable of meeting its obligations to deliver and make available Product over the Term; (b) the Generating Facility is at all times a Renewable Energy System; and (c) Supplier is at all times in compliance with all requirements of a renewable energy generator set forth in the Renewable Energy Law. Supplier shall (x) maintain records of all operations of the Facility in accordance with Good Utility Practice, and (y) follow all regulations, directions and procedures of Transmission Provider, any Electric System Authority and any other Governmental Authority to protect and prevent the Transmission System from experiencing any negative impacts resulting from the operation of the Facility. In the event of an inconsistency between any applicable procedures, Buyer may direct which procedures shall govern (or barring direction from Buyer, the more stringent procedure shall govern). Supplier shall use all reasonable efforts to avoid any interference with Buyer's operations. Supplier shall cause the Energy to meet the Power Quality Standards at all times, and shall operate the Facility consistent with WECC, NERC, Electric System Authority, Governmental Authority and Transmission Provider requirements and generally applicable Buyer requirements. Prior to the beginning of the Term, the Parties shall mutually develop written procedures governing operations of the Storage Facility, not in contravention or amendment of any right or obligation set forth herein, including (a) minimum and maximum operating parameters; (b) procedures for scheduling and dispatch, (c) methods of day-to-day communications, (d) key personnel lists, (e) recordkeeping and (f) such other procedures and protocols as the Parties deem appropriate for implementation of this Agreement (the "Operating Procedures"); provided that failure to agree on such procedures shall not relieve either of the Parties of its obligations under this Agreement. The initial Operating Procedures are provided in Exhibit 24 and shall be updated by the Parties in accordance with Exhibit 24.

8.9 Operation and Maintenance Agreement. No later than one hundred eighty (180) days prior to the Commercial Operation Date, if Supplier intends to subcontract any aspect of the operation of the Facility, Supplier shall provide a copy of the final draft agreement between Supplier and such sub-operator which requires the sub-operator to operate the Facility in accordance with the terms hereof which shall be attached to this Agreement as Exhibit 15. Supplier shall also provide a certified copy of a certificate warranting that the sub-operator is a corporation, limited liability company or partnership in good standing with the State in which the Facility is located, which shall be attached to this Agreement as part of Exhibit 15. Unless the sub-operator is a Qualified Operator, Buyer shall have fifteen (15) days in which to notify Supplier of its objection to any such sub-operator, such objection to be made on a commercially reasonable basis, in which case Supplier shall not subcontract with such proposed sub-operator.

8.10 Right to Review. Buyer shall have the right to review during normal business hours the relevant books and records of Supplier to confirm the accuracy of anything relating to this Agreement. Buyer is under no obligation to exercise any of these review rights. Buyer shall have no liability to Supplier for failing to advise it of any condition, damages, circumstances, infraction, fact, act, omission or disclosure discovered or not discovered by Buyer with respect to the Facility or this Agreement.

8.11 Undertaking of Agreement; Professionals and Experts. Supplier has engaged those professionals or other experts it believes necessary to understand its rights and obligations pursuant to this Agreement. All professionals or experts, including engineers, attorneys or accountants, that Supplier may have consulted or relied on in undertaking the transactions contemplated by this Agreement have been solely those of Supplier. In entering into this Agreement and the undertaking by Supplier of the obligations set forth herein, Supplier has investigated and determined that it is capable of performing hereunder and has not relied upon the advice, experience or expertise of Buyer in connection with the transactions contemplated by this Agreement.

9. EMERGENCY

9.1 Compliance. Supplier shall promptly comply with any applicable requirements of any Electric System Authority, Governmental Authority, Transmission Provider, transmission operator or their successors, regarding the reduced or increased production of the Facility or otherwise in the event of any Emergency.

9.2 Notification. Supplier shall provide prompt oral and written notification to Buyer of any Emergency, including a description in reasonable detail of the Emergency and any actions undertaken to prevent, avoid or mitigate Loss therefrom or to expedite the restoration of service.

9.3 Due Care. In the event of an Emergency, Supplier shall take all reasonable actions to prevent, avoid or mitigate Loss therefrom or to expedite the restoration of service; provided, however, that Supplier shall give Buyer prior notice, if

practicable, before taking any action. This Section 9.3 shall not be construed to supersede Sections 9.1 and 9.2.

9.4 Not Excused Product. An Emergency declared by Supplier will not result in any Excused Product except to the extent the Emergency qualifies as an event of Force Majeure.

9.5 No Buyer Liability. Notwithstanding any provision to the contrary contained in this Agreement, Buyer shall have no obligation to pay Supplier in respect of any Product Supplier is unable to deliver or Buyer is unable to receive in accordance with the requirements of this Agreement due to an Emergency or Force Majeure.

10. CURTAILMENT & DISPATCHABILITY

10.1 Transmission Provider Instructions. Supplier shall obey all Transmission Provider Instructions for curtailment of Energy by the Transmission Provider or any Electric System Authority.

10.2 Curtailments. Without limiting Section 10.1, Buyer shall not be obligated to purchase, receive, pay for or pay any damages associated with or impose any liability on Buyer with respect to, compliance or curtailment of Energy by Supplier made in response to any orders for curtailment provided for in Section 10.1, including in respect of Net Energy (or associated Renewable Energy Benefits) not delivered to the Delivery Point for any reason other than an Economic Curtailment, including due to any of the following: (a) an Emergency or any other similar situation that affects the normal functioning of the transmission system; (b) system improvements, scheduled maintenance, or unscheduled maintenance at or beyond the Delivery Point; (c) the interconnection between the Facility and the Transmission System is disconnected, suspended or interrupted, in whole or in part; (d) the Transmission Provider, Electric System Authority or Market Operator directs a general curtailment, reduction or re-dispatch of generation in the area (which would include the Net Energy), for any reason (including with respect to provisional service), even if such curtailment, reduction or re-dispatch directive is carried out by Buyer; (e) if Buyer curtails or otherwise reduces the Net Energy in order to meet its obligations to the Transmission Provider, Electric System Authority or Market Operator to operate within system limitations; (f) the Facility's Energy is not received because the Facility is not fully integrated or synchronized with the Transmission System; or (g) an event of Force Majeure prevents either Party from delivering or receiving Net Energy at the Delivery Point.

10.3 Curtailed Product. The amount of Net Energy curtailed under Sections 10.1 or 10.2 ("Curtailed Product") shall be reasonably determined by Supplier after the curtailment has ended based upon the Net Energy that would have been generated and delivered to Buyer at the Delivery Point consistent with the provisions of this Agreement, but that was not generated and delivered solely as a result of such curtailment. Supplier shall promptly provide Buyer with such information and data as Buyer may request to confirm the amount of the Curtailed Product that was not generated as a result of the curtailment. During any such period of curtailment, Supplier shall not produce Energy or sell Product to any third party. Curtailed

Product shall constitute Excused Product for purposes of calculating a Shortfall or PC Shortfall. Under no circumstance shall the provisions of this Section 10.3 apply to a curtailment of the Facility based upon an Emergency with respect to the Facility.

10.4 Economic Curtailment.

10.4.1 Buyer shall be permitted to require curtailment of Energy for economic reasons or otherwise refuse to take Product for economic reasons in accordance with the provisions of this Section 10.4 (an "Economic Curtailment"). Buyer shall provide notice to Supplier of any Economic Curtailment, including the Delivery Hours in which Energy is to be curtailed, in accordance with the requirements of the Operating Procedures.

10.4.2 Supplier shall obey all orders for Economic Curtailment issued by Buyer in accordance with Section 10.4.1. The amount of Net Energy curtailed under this Section 10.4.2 ("Economic Curtailed Product") shall be reasonably determined by Supplier after the Economic Curtailment has ended based upon the Net Energy that would have been generated and delivered to Buyer at the Delivery Point consistent with the provisions of this Agreement, but that was not generated and delivered solely as a result of the Economic Curtailment. Supplier shall promptly provide Buyer with such information and data as Buyer may request to confirm the amount of the Economic Curtailed Product that was not generated as a result of the Economic Curtailment. During any period of Economic Curtailment, Supplier shall not produce Energy (to the extent curtailed by Buyer) or sell Product to any third party. Economic Curtailed Product shall constitute Excused Product for purposes of calculating a Shortfall or PC Shortfall and shall be paid for in accordance with Section 4.1.2.2. Under no circumstance shall the provisions of this Section 10.4.2 apply to a curtailment of the Facility based upon an Emergency with respect to the Facility. Buyer's election to not schedule the Storage Facility to be charged pursuant to a Charging Notice shall not in and of itself, nor shall Buyer's scheduling of the Storage Facility more generally, be considered Economic Curtailment.

10.4.3 For the avoidance of doubt, in no event shall curtailment of Energy pursuant to Section 10.1 or Section 10.2 be treated as Economic Curtailed Product.

10.5 Network Resource Designation. Unless obtained by Buyer prior to the Effective Date, within sixty (60) days after the Effective Date, Buyer will submit an application to the Transmission Provider to designate the Facility as a Network Resource. Buyer will provide a copy of such application to Supplier.

11. PLANNED OUTAGES

11.1 Approvals. Supplier shall request and obtain Buyer's prior written approval, which approval shall not be unreasonably withheld, before conducting any non-forced outage of the Facility or reducing the capability of the Generating Facility to deliver the Supply Amount or the Storage Facility to receive Charging Energy or deliver

Discharging Energy (each such reduction or outage, a "Planned Outage") so as to minimize the impact on the availability of the Facility. Supplier shall only schedule Planned Outages during the months of March, April, October and November, unless otherwise approved by Buyer, and as may be otherwise restricted by Law.

11.2 Schedules. Planned Outages will be scheduled and conducted in accordance with the following:

11.2.1 Supplier shall provide Buyer with a schedule of proposed Planned Outages: (a) within ninety (90) days prior to the Commercial Operation Date for the remainder of the year, and (b) on or before October 1 of each Contract Year for the upcoming Contract Year; provided, that if the Commercial Operation Date is scheduled on or after October 1 of the Stub Period, then Supplier shall provide Buyer with a schedule of Planned Outages for both the remainder of the year and for the upcoming Contract Year. Supplier shall provide Buyer with a schedule of proposed Planned Outages for the remainder of the year or upcoming Contract Year, as applicable. The proposed schedule will designate the Delivery Hours and amount (in MW) in which the Energy will be reduced in whole or in part by the proposed Planned Outages. Each proposed schedule shall include all applicable information, including the following: the month, day and Delivery Hour each requested outage will begin and conclude, the facilities impacted, the purpose of the requested outage, and any other relevant information. The total combined Supply Amounts for the Delivery Hours of Planned Outages in any Contract Year shall not exceed four percent (4%) of the MWhs comprising the Annual Supply Amount (prorated for the Stub Period, if any) unless otherwise approved by Buyer.

11.2.2 Buyer shall promptly review Supplier's proposed schedule of Planned Outages and either require modifications or approve the proposed schedule within thirty (30) days of Buyer's receipt of such schedule. If Buyer requires modifications to the proposed schedule, then Supplier shall promptly circulate a revised schedule of Planned Outages to Buyer consistent with Buyer's requested modifications. Under no circumstances will Supplier schedule Planned Outages to occur during the Summer Months. Product not delivered to Buyer during periods of Planned Outages, up to the MW specified, (a) will comprise Excused Product to the extent such Planned Outages are conducted in accordance with the Planned Outage schedule approved by Buyer in accordance with this Article 11, and (b) will not comprise Excused Product to the extent any outage period or MW exceed that set forth in the Planned Outage schedule approved by Buyer in accordance with this Article 11, or is not approved by Buyer. Supplier shall make reasonable efforts to accommodate any proposed revisions by Buyer to the approved Planned Outage schedule.

11.2.3 Regardless of approval of a Planned Outage, Supplier shall not start a Planned Outage on the Facility without confirming the approved Planned Outage with Buyer's Operating Representative five (5) Business Days prior to the start of such Planned Outage.

11.2.4 If following a notice pursuant to Section 11.2.3, Buyer requests that Supplier not undertake an approved Planned Outage as scheduled, for reasons other than Force Majeure, Transmission Provider Instruction or Emergency, then Supplier may promptly deliver to Buyer a written reasonable estimate of the costs expected to be incurred as a result of Supplier not undertaking the Planned Outage as scheduled. If Buyer agrees to the estimated costs, then Supplier shall not undertake the Planned Outage, and Buyer shall reimburse Supplier for its documented out-of-pocket costs actually incurred by Supplier in connection with not undertaking such Planned Outage (not to exceed the written estimated costs prepared by Supplier and delivered to Buyer). Any Planned Outage that is not instituted pursuant to this Section 11.2.4 will be rescheduled to occur in the same Contract Year in which it was originally scheduled, in accordance with Section 11.2.2.

12. REPORTS; OPERATIONAL LOG

12.1 Copies of Communications. Supplier shall promptly provide Buyer with copies of any orders, decrees, letters or other written communications to or from any Governmental Authority asserting or indicating any violation of Laws which relate to Supplier or construction, operation or maintenance of the Facility. Supplier shall keep Buyer apprised of the status of any such matters.

12.2 Notification of Facility Regulatory Status. Supplier shall notify Buyer of the regulatory status of the Facility as an EWG or QF no later than ninety (90) days prior to the Operation Date, and will provide Buyer with evidence documenting receipt of the required Governmental Approvals related to such designation (as such approvals are set forth in Exhibit 10). Following the Operation Date, Supplier shall notify Buyer, as soon as practicable, of any changes in regulatory status of the Facility, and will provide Buyer with evidence documenting receipt of the required Governmental Approvals related to such changed regulatory status (as such approvals are set forth in Exhibit 10) and reasonable support data requested by Buyer.

12.3 Notices of Change in Facility. In addition to any consent required pursuant to Section 8.7, Supplier shall provide notice to Buyer as soon as practicable prior to any temporary or permanent change to the performance, operating characteristics, or major generation components (such as turbines, generators, inverters, solar panels or similar equipment, as applicable) of the Facility. Such notice shall describe any changes, expected or otherwise, to the Expected Nameplate Capacity Rating, generating capability, the rate of production and delivery of Net Energy, Discharging Energy and other Product, interconnection and transmission issues, and any additional information requested by Buyer.

12.4 Project Reports and Project Review Meetings.

12.4.1 Prior to the Commercial Operation Date. Prior to the Commercial Operation Date, Supplier shall provide to Buyer a monthly project report, in form and substance reasonably satisfactory to Buyer, which shall include the

following: status in obtaining Project Milestones, including level one schedule; progress in obtaining any Governmental Approvals in connection with achieving the Commercial Operation Date; and a discussion of Supplier's progress with respect to the satisfaction or achievement of each Project Milestone, including a reasonable description of any material facts, events or circumstances which reasonably could be expected to delay Supplier in satisfying or achieving any Project Milestone within the period of time required pursuant to Exhibit 6; and the contact information for one or more persons with oversight and responsibility for the subject matter of the information contained in the monthly report who shall be available to meet with and answer questions from Buyer with respect to each report upon request by Buyer to the Supplier's Contract Representative. The monthly project reports will be provided to Buyer no later than ten (10) Business Days after expiration of the previous month. The Parties shall conduct meetings every six (6) months (or more frequently if requested by Buyer) to review this data and any information related to Supplier's completion of or progress toward the Project Milestone activities listed in Exhibit 6. In addition to any other requirements for Commercial Operation under this Agreement, Supplier shall: (a) provide notice to Buyer of its best estimate of the projected Operation Date, and Commercial Operation Date; (b) notify Buyer as soon as Supplier becomes aware of any changes in such projected dates: and (c) coordinate with Buyer regarding the commencement of operation of the Facility. In addition to the foregoing, Supplier will provide Buyer with such other operational or technical data as Buyer may reasonably request and as may be reasonably necessary to determine Supplier's compliance with its obligations hereunder and its progress toward Commercial Operation.

12.4.2 After Commercial Operation Date. After the Commercial Operation Date, Supplier shall provide to Buyer no later than January 31 and July 15 in each year throughout the Term, in electronic format, a report which shall include all pertinent information in connection with the Facility, including: (a) all weather data from any collection device measuring data with respect to the Facility (such as a met tower or similar measurement device) in a format suitable to be uploaded directly to the then current version of System Advisor Model or other applicable weather modeling tool determined by Buyer; (b) any available site condition reports; (c) all reporting information maintained in the operational log and any other SCADA data from the Facility; (d) any reports pertaining to the Facility resource and such other data and reports as may be reasonably requested by Buyer and which should be maintained by Supplier in accordance with Good Utility Practice for the relevant technology; and (e) any reports or other data with respect to the Facility or the Facility resource as may be requested by the PUCN or any other Governmental Authority. In addition, Supplier shall provide remote access to Buyer for the Facility's operations and maintenance data for purposes of Buyer integrating such data into Buyer's Monitoring & Diagnostics center.

12.4.3 Operations Log. Supplier shall maintain in accordance with Good Utility Practice an operations log, which shall include: (a) all Planned Outages and unplanned outages, alarms, circuit breaker trip operations, partial deratings of equipment, mechanical impairments defects or unavailability with respect to generating equipment; (b) the cause (including any root cause analysis undertaken) and remediation undertaken by Supplier with respect to the events listed in (a); (c) the Delivered Amounts for the Stub Period and each Contract Year; and (d) any other significant event or information related to the operation of the Facility or the delivery of Net Energy or other Product. The operations logs shall be available for inspection by Buyer upon forty-eight (48) hours' notice together with all data maintained by Supplier as support for such logs. Supplier shall be responsible for maintaining sufficient evidentiary support in order to document the information contained in such operation logs.

12.5 Financial Information. Within thirty (30) days of Buyer's written request, Supplier shall provide Buyer with copies of Supplier's (or Supplier's Ultimate Corporate Parent's) most recent quarterly and annual unaudited financial statements, which financial statements shall be prepared in accordance with generally accepted accounting principles. If the financial statements of Supplier's Ultimate Corporate Parent are publicly available electronically on its website, Supplier is deemed to have met the requirements of this Section 12.5. Notwithstanding the foregoing, in no circumstances shall Supplier be obligated to provide financial statements of the owners and upstream parents of Supplier's Ultimate Corporate Parent.

12.6 Information to Governmental Authorities. Supplier shall, promptly upon written request from Buyer, provide Buyer with data collected by Supplier related to the construction, operation and maintenance of the Facility reasonably required by Buyer or an Affiliate thereof for reports to, and information requests from, any Governmental Authority, or any intervenor or party in any rate case or regulatory proceeding of Buyer or an Affiliate thereof. In addition, Supplier shall provide to Buyer copies of all submittals to a Governmental Authority directed by Buyer and related to the operation of the Facility with a certificate that the contents of the submittals are true and accurate to the best of Supplier's knowledge after due inquiry. Supplier shall use best efforts to provide this information to Buyer with sufficient advance notice to enable Buyer to review such information and meet any submission deadlines imposed by the requesting Governmental Authority.

12.7 Accounting Standards. If Buyer or one of its Affiliates determines that it may hold a variable interest in Supplier under the Accounting Standards Codification ("ASC") 810, Consolidation of Variable Interest Entities, or requirements of Law, but it lacks the information necessary to make a definitive conclusion, Supplier hereby agrees to provide, upon Buyer's written request, sufficient financial and ownership information so that Buyer or its Affiliate may confirm whether a variable interest does exist under ASC 810 or requirements of Law. If Buyer or its Affiliate determines that, it holds such a variable interest in Supplier, Supplier hereby agrees to provide, upon Buyer's written request, sufficient financial and other information to Buyer or its Affiliate so that Buyer may properly consolidate the entity in which

it holds the variable interest or present the disclosures required by ASC 810 or applicable Law. Supplier shall have the right to seek confidential treatment of any such information from any Governmental Authority entitled to receive such information. Information provided pursuant to this Section 12.7 is subject to Buyer's rights to disclose such information pursuant to this Agreement and pursuant to any applicable requirements of Law.

12.8 Documents to Governmental Authorities. Supplier shall provide to Buyer a copy of any statement, application, or report or any document submitted to or received from any Governmental Authority relating to operation and maintenance of the Facility no later than ten (10) Business Days of receipt or transmission of such documents by Supplier.

12.9 Environmental Information. Supplier shall, no later than ten (10) Business Days after receipt of a written request from Buyer, provide Buyer with all data reasonably requested by Buyer relating to environmental information under any Required Facility Document listed in Exhibit 12 or otherwise in effect with respect to the Facility. Supplier shall further provide Buyer with information relating to environmental impact mitigation measures it is taking in connection with the Facility's construction or operation that are required by any Governmental Authority. As soon as practicable after it is known to Supplier, Supplier shall disclose to Buyer: (a) the extent of any actual or alleged violation of any Environmental Laws arising out of the construction or operation of the Facility, or (b) the actual or alleged presence of Environmental Contamination at the Facility or on the Project Site, or (c) occurrence of any enforcement, legal or regulatory action or proceeding relating to the foregoing.

13. COMMUNICATIONS

13.1 Supplier's Operating Representative. Supplier's Operating Representative shall be available to address and make decisions on all operational matters under this Agreement on a twenty-four (24) hour per day, seven (7) day per week basis. Supplier shall, at its expense, provide a protocol with Buyer's Operating Representative at Buyer's operations center and with Buyer's scheduling personnel, as listed on Exhibit 4, to maintain communications between personnel at the Facility and Buyer's Operating Representative, Buyer's schedulers and Electric System Authorities at all times.

13.2 Communications. In connection with meeting its obligations pursuant to this Article 13, Supplier shall provide at its expense:

13.2.1 For the purposes of telemetering, a telecommunications circuit from the Facility to Buyer's operations center, or other readily accessible real-time performance monitoring (e.g., a web-based performance monitoring system);

13.2.2 Two (2) dedicated and geographically diverse approved telecommunication circuit lines, including any approved telecommunication circuit isolation gear required by the local approved telecommunication circuit provider, for

purposes of accessing Buyer's metering equipment and for communications with Buyer's operations center. The approved telecommunication circuit line will originate at Buyer's telecom equipment location at Supplier's facility and terminate at a location to be specified by Buyer; and

13.2.3 Equipment to transmit to and receive email from Buyer and the Balancing Authority Area Operator, including cellular telephones.

14. SCHEDULING NOTIFICATION

14.1 Scheduling Notification. Supplier shall provide to Buyer's Operating Representative notices containing information including Supplier's good faith daily and hourly forecast of the Delivered Amount, Planned Outages, Derating, other outages and similar changes that may affect the Delivered Amount and the availability of Product otherwise, in accordance with the Availability Notice procedures in Section 14.2.

14.2 Availability Notice Procedures.

14.2.1 No later than 05:00 PPT each day or as otherwise specified in the Operating Procedures or by Buyer consistent with Good Utility Practice, Supplier shall deliver to Buyer's Operating Representative an Availability Notice in the form set forth in Exhibit 8 and containing such information as may be required by the Operating Procedures. The Availability Notice will cover WECC scheduling practices for day-ahead energy or such other period specified by Buyer consistent with Good Utility Practice. The Parties agree to modify the Availability Notice as may be required consistent with other scheduling practices which may be applicable to the Facility from time to time.

14.2.2 Supplier shall update the Availability Notice and notify Buyer's Operating Representative (a) as soon as practical after becoming aware of (i) an expected Derating; or (ii) an expected increase of Delivered Amount, or (b) as otherwise provided for in the Operating Procedures.

14.2.3 The information in the Availability Notice, including the forecasted Delivered Amount, will be Supplier's good faith forecast and will indicate any Delivery Hour for which the Delivered Amount is expected to be less than or greater than the Supply Amount.

14.2.4 In the event of a Derating of the Facility, Supplier shall provide: (a) the extent, if any, to which the Derating is attributable to a Planned Outage; (b) the magnitude of the Derating; (c) the Delivery Hours during which the Derating is expected to apply; and (d) the cause of the Derating.

14.3 Storage Facility Scheduling. During the Term, Buyer has the exclusive right to schedule or designate the Storage Facility to deliver the Storage Product to Buyer and/or accept Charging Energy, in accordance with the Operating Procedures and the operational requirements specified in Exhibit 1. The operational requirements

specified in Exhibit 1 will allow Buyer to schedule the Storage Facility for seven (7) days per week and twenty-four (24) hours per day (including holidays) for all available components of the Storage Product, unless the Storage Facility is, in whole or in part, incapable of operations due to Force Majeure, an Emergency, Transmission Provider Instructions or a Planned Outage. During the Term, Supplier shall operate the Storage Facility to charge or discharge the Storage Facility in accordance with Buyer's instruction pursuant to Section 3.4.6. During the Term, Supplier shall not dispatch and operate the Storage Facility other than pursuant to an instruction by Buyer pursuant to Section 3.4.6.

15. COMPLIANCE

15.1 Laws. Each Party shall comply with all applicable Laws in connection with the performance of its obligations under this Agreement. Supplier shall comply with all Laws to ensure that, the Generating Facility is at all times a Renewable Energy System and Supplier is at all times in compliance with all requirements of a renewable energy generator as set forth in the Renewable Energy Law, and shall, at its sole expense, maintain in full force and effect all relevant material Governmental Approvals required for the maintenance of the Facility and the performance of its obligations under this Agreement. Each Party and its representatives shall comply with all relevant requirements of each Electric System Authority, Transmission Provider and each Governmental Authority to ensure the safety of its employees and the public.

15.2 Good Utility Practice. Each of Buyer and Supplier shall perform, or cause to be performed, its obligations under this Agreement in all material respects in accordance with Good Utility Practice.

15.3 Safety of Premises.

15.3.1 Supplier shall maintain each such real property agreement, including leases and easements, required for the construction, ownership, operation and maintenance of the Storage Facility or the performance of any obligations of Supplier in this Agreement through the period when such real property agreement is required for any such purpose in accordance with Good Utility Practice and applicable requirements of Law.

15.3.2 Unless otherwise required by any Governmental Authority having jurisdiction over the Facility, Seller will ensure adherence to: (i) any distance or perimeter boundary specifications with respect to the Facility in compliance with any requirements of Law, including in accordance with the National Fire Protection Association's Standard 855 (Installation of Stationary Energy Storage Systems); (ii) National Fire Protection Association 855 standard for the installation of stationary energy storage systems, as may be updated from time to time; (iii) regional Industrial Fire Precaution Levels as they relate to construction and operation of the Facility; and (iv) Underwriters Laboratories 9540A standards for energy storage systems and equipment. Failure of Supplier to comply with the

immediately preceding sentence within twenty (20) days after Buyer giving Notice thereof to Supplier shall be an Event of Default by Supplier.

15.3.3 Supplier shall provide written notice to the county in which the Facility is located, the local fire department having jurisdiction over the Project Site and any other applicable Governmental Authority prior to Supplier's, Construction Contractor's or any Major Equipment Contractor's (as the case may be) transportation to or from the Project Site of (i) of any flammable materials or (ii) any batteries comprising the Storage Facility. Supplier shall provide such notice as soon as reasonably practicable prior to such transportation, and Supplier shall ensure that it and its Construction Contractors and Major Equipment Contractors adhere to Good Utility Practice and all applicable Laws with respect to such transportation.

16. APPROVALS

16.1 Condition Precedent. Notwithstanding any provision to the contrary contained in this Agreement, Articles 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15 of this Agreement, and each Party's respective rights and obligations thereunder, shall not become effective unless and until (a) Buyer has obtained the PUCN Approval described in Section 16.2 before the PUCN Approval Deadline in form and substance satisfactory to Buyer in its sole discretion and (b) the APA Closing has occurred prior to the Outside APA Closing Date (clauses (a) – (b) being the "Conditions Precedent").

16.2 PUCN Approval. Within one hundred eighty (180) days after the Effective Date and in accordance with the requirements of Law, Buyer shall submit this Agreement to the PUCN for approval ("PUCN Approval"), which approval means a final order issued by the PUCN pursuant to NRS Section 704.751 accepting Buyer's 2025 triannual Integrated Resource Plan, which order (a) approves the transactions contemplated by this Agreement, in form and substance satisfactory to Buyer in its sole discretion, and (b) is not the subject of (i) a petition for reconsideration or rehearing filed pursuant to NAC Section 703.801, (ii) a petition for judicial review filed pursuant to NRS Section 703.373, or (iii) a petition for a preliminary injunction filed pursuant to NRS Section 703.374 (the expiration of the dates for items (b)(i), (ii) and (iii) with respect to such PUCN Approval being the "PUCN Approval Date"), and which PUCN Approval includes:

16.2.1 A determination that the terms and conditions of this Agreement are just and reasonable; and

16.2.2 A determination that the costs of purchasing Product under this Agreement are prudently incurred and that Buyer may recover all just and reasonable costs of Product purchased under this Agreement.

16.2.3 Buyer will promptly notify Supplier after PUCN Approval is obtained or if the PUCN does not grant PUCN Approval.

16.3 Failure to Obtain PUCN Approval; Conditions of PUCN Approval. If the PUCN fails to grant the PUCN Approval on or before the PUCN Approval Deadline or grants the PUCN Approval on or before the PUCN Approval Deadline, but in form and substance not acceptable to Buyer in its sole discretion, then within thirty (30) days after the PUCN Approval Deadline or the date PUCN grants the PUCN Approval, as the case may be, Buyer shall have the right to terminate this Agreement upon ten (10) Business Days prior written notice to Supplier. Under no circumstances shall either Party have any liability to the other Party due to the failure of the PUCN to grant PUCN Approval by the PUCN Approval Deadline or the inclusion of conditions to the PUCN Approval which are unacceptable to Buyer.

16.4 Cooperation. If requested by Buyer, Supplier shall cooperate with Buyer as Buyer may deem necessary in order to obtain any Governmental Approval (including the PUCN Approval, and any FERC approval) in connection with this Agreement, including providing affidavits, providing timely responses to data requests of the relevant Governmental Authority, intervening in any relevant dockets, and requesting "commenter" or "intervener" status in any relevant docket. Each Party agrees to notify the other Party of any significant developments in obtaining any Governmental Approval in connection with achieving Commercial Operation of the Facility, including the PUCN Approval. Each Party shall use reasonable efforts to obtain such required Governmental Approvals and shall exercise due diligence and shall act in good faith to cooperate with and assist each other in satisfying the Conditions Precedent and in acquiring each Governmental Approval necessary to effectuate this Agreement.

17. SECURITY

17.1 Development Security. As a condition of Buyer's execution of and continuing obligations under this Agreement, Supplier shall provide to Buyer, as security for the performance of Supplier's obligations hereunder, either: (a) a letter of credit from a Qualified Financial Institution substantially and in all material respects in the form attached hereto as Exhibit 17 (or such other form acceptable to Buyer); or (b) a cash deposit, with (a) or (b), as applicable, in an amount equal to Six Million Dollars ($6,000,000) (the "Development Security). Supplier shall post the Development Security with Buyer within five (5) Business Days after the Effective Date. On January 1, 2027, if the Approval Date has not yet occurred, the Development Security shall increase to an amount equal to Twelve Million Dollars ($12,000,000). Such revised Development Security shall be posted on January 1, 2027 and shall be maintained until replaced on the earlier of the Approval Date and the next applicable date. On January 1, 2028, if the Approval Date has not yet occurred, the Development Security shall increase to an amount equal to Twenty-Four Million Dollars ($24,000,000). Such revised Development Security shall be posted on January 1, 2028 and shall be maintained until replaced on the earlier of the Approval Date and the next applicable date. On January 1, 2029, if the Approval Date has not yet occurred, the Development Security shall increase to an amount equal to Thirty-Six Million Dollars ($36,000,000). Such revised Development Security shall be posted on January 1, 2029 and shall be maintained until replaced on the Approval Date. Upon the Approval Date, the Development

Security shall increase to an amount equal to One Hundred Two Million Dollars ($102,000,000). The revised Development Security shall be posted within five (5) Business Days after the Approval Date and be maintained until fifteen (15) Business Days after the Commercial Operation Date. Buyer shall have the right to draw upon the Development Security, at Buyer's sole discretion: (i) as a non-exclusive remedy available to Buyer under Article 24; (ii) in the event Supplier fails to achieve Commercial Operation by the Commercial Operation Deadline and fails to pay Daily Delay Damages as provided in Section 8.5.1; (iii) if Supplier fails to make any payments owing under this Agreement; or (iv) if Supplier fails to reimburse Buyer for costs, including Replacement Costs, PC Replacement Costs and Penalties, that Buyer has incurred or may incur as a result of Supplier's failure to perform its obligations under this Agreement. Unless this Agreement is terminated, any such drawing on the Development Security by Buyer shall give rise to an obligation of Supplier to replenish the Development Security to its required amount within five (5) Business Days of the drawing. In the event that no amounts are due and owing by Supplier to Buyer under this Agreement and Supplier has provided the Operating Security to Buyer, the Development Security shall be released to Supplier upon the earlier of (x) termination of this Agreement in accordance with its terms or (y) the fifteenth (15^{th}) Business Day after the Facility achieves Commercial Operation. With the consent of Buyer, Supplier may apply and maintain the Development Security as a portion of Operating Security required to be provided by Supplier pursuant to Section 17.2. Notwithstanding the foregoing, and to the extent no amounts are due and owing by Supplier to Buyer under this Agreement, in the event of a termination of this Agreement pursuant to Sections 2.3.4, 2.3.5 and 16.3, the Development Security shall be released to Supplier within ten (10) Business Days after such termination.

17.2 Operating Security. As a condition to achieving Commercial Operation, Supplier shall provide to Buyer, as security for the performance of Supplier's obligations hereunder, either: (a) a letter of credit from a Qualified Financial Institution substantially and in all material respects in the form attached hereto as Exhibit 17 (or such other form acceptable to Buyer); or (b) a cash deposit, with (a) or (b), as applicable, in an amount equal to (in Dollars): (i) (A) the Annual Supply Amount at the Commercial Operation Date (as may be adjusted pursuant to Section 8.6.1) *plus* (B) 876,000 MWh, *multiplied by* (ii) Product Rate in effect at the Commercial Operation Date (as may be adjusted pursuant to Exhibit 2A) (the "Operating Security"). Supplier shall post the Operating Security with Buyer no later than five (5) Business Days prior to the Commercial Operation Date. Buyer shall have the right to draw upon the Operating Security, at Buyer's sole discretion: (1) as a non-exclusive remedy available to Buyer in the event this Agreement is terminated under Article 24; (2) in the event Supplier fails to make any payments owing under this Agreement; or (3) if Supplier fails to reimburse Buyer for costs, including Replacement Costs, PC Replacement Costs and Penalties that Buyer has incurred or may incur as a result of Supplier's failure to perform its obligations under this Agreement. Unless this Agreement is terminated, any such drawing on the Operating Security by Buyer shall give rise to an obligation of Supplier to replenish the Operating Security in the form of a Letter of credit or cash deposit to its original amount within five (5) Business Days of the drawing. In the event that no amounts

are due and owing by Supplier to Buyer under this Agreement, the Operating Security shall be released to Supplier upon the fifteenth (15th) Business Day after the earlier of (x) termination of this Agreement in accordance with its terms or (y) the expiration of the Term.

17.3 Letters of Credit. With respect to any letter of credit posted by Supplier as Development Security or Operating Security: (a) no later than thirty (30) days prior to the expiration date of any such letter of credit, Supplier shall cause the letter of credit to be renewed or replaced with another letter of credit in an amount satisfying the requirements of Sections 17.1 and 17.2, as applicable; (b) in addition to the conditions specified in Sections 17.1 and 17.2, Buyer shall have the right to draw on such letter of credit, at Buyer's sole discretion and hold the cash received in accordance with this Agreement, (i) if such letter of credit has not been renewed or replaced at least thirty (30) days prior to the date of its expiration or (ii) if the Credit Rating of the financial institution that issued such letter of credit has been downgraded to below that required of a Qualified Financial Institution and Supplier has not caused a replacement letter of credit to be issued for the benefit of Buyer within twenty (20) Business Days of such downgrade pursuant to Section 17.4; *provided*, that such a draw pursuant to the foregoing clauses (i) and (ii) shall be held by Buyer as cash collateral until, in the case of clause (i), such letter of credit has been renewed or replaced, or, in the case of clause (ii), a replacement letter of credit has been issued, in each case in accordance with the terms of this Agreement, and there shall be no Supplier Event of Default pursuant to Section 24.1.7 for the failure of Supplier to provide Development Security or Operating Security, as the case may be, pursuant to the foregoing clauses (i) and (ii) so long as Supplier adheres to all requirements of Article 17 with respect to such cash collateral serving as Development Security or Operating Security, as the case may be (including any replenishment requirement). If there is a Supplier Event of Default pursuant to Section 24.1.2 and Buyer draws on any Letter of Credit in accordance with this Section 17.3 within the cure period provided for pursuant to Section 24.3 to satisfy in full Supplier's payment obligation which is the cause for such Supplier Event of Default, then Supplier agrees that Buyer may retain such amount in satisfaction of Supplier's payment obligation and such Event of Default shall be deemed cured for purposes of this Agreement.

17.4 Maintaining Letter of Credit. If at any time after the Effective Date of this Agreement, Standard & Poor's, Moody's or another nationally recognized firm downgrades the Credit Rating of the financial institution issuing a letter of credit pursuant to this Agreement to below that required of a Qualified Financial Institution, then Supplier shall: (a) provide Buyer with written notice of such downgrade within five (5) Business Days of Supplier being notified of any such downgrade; and (b) cause a replacement letter of credit satisfying the conditions of Section 17.3 or other acceptable Development Security or Operating Security, as applicable, to be issued in favor of Buyer within fifteen (15) Business Days of such downgrade. In the event such a downgrade also constitutes an Event of Default pursuant to Article 24, then the requirements of this Section 17.4 are in addition to, and not in lieu of, the provisions of Article 24. Supplier shall take all necessary

action and shall be in compliance with Section 17.1 and/or Section 17.2, as the case may be, within fifteen (15) Business Days of the downgrade.

17.5 [Reserved].

17.6 No Interest on Supplier Security. Supplier shall not earn or be entitled to any interest on any security provided pursuant to this Article 17, including any cash amounts deposited.

17.7 Grant of Security Interest. To secure its obligations under this Agreement, Supplier hereby grants to Buyer, as the secured party, a present and continuing security interest in, and lien on (and right of setoff against), and assignment of, all Development Security or Operating Security, as the case may be, posted with Buyer in the form of cash collateral and cash equivalent collateral and any and all proceeds resulting therefrom or the liquidation thereof, whether now or hereafter held by, on behalf of, or for the benefit of, Buyer. Supplier agrees to take such action as Buyer reasonably requires in order to perfect a first-priority security interest in, and lien on (and right of setoff against), such performance assurance and any and all proceeds resulting therefrom or from the liquidation thereof. Upon or any time after the occurrence or deemed occurrence and during the continuation of an Event of Default, Buyer, as the Non-Defaulting Party, may do any one or more of the following: (a) exercise any of the rights and remedies of a secured party with respect to all Development Security or Operating Security, as applicable, including any such rights and remedies under Law then in effect; (b) exercise its right of setoff against any and all property of Supplier, as the Defaulting Party, in the possession of Buyer or Buyer's agent; (c) draw on any outstanding letter of credit issued for its benefit; and (d) liquidate all Development Security or Operating Security, as applicable, then held by or for the benefit of Buyer free from any claim or right of any nature whatsoever by Supplier, including any equity or right of purchase or redemption by Supplier. Buyer shall apply the proceeds of the collateral realized upon the exercise of any such rights or remedies to reduce Supplier's obligations under the Agreement (Supplier remaining liable for any amounts owing to Buyer after such application), subject to Buyer's obligation to return any surplus proceeds remaining after such obligations are satisfied in full.

17.8 Waiver of Buyer Security. Supplier hereby waives any and all rights it may have, including rights at Law or otherwise, to require Buyer to provide financial assurances or security (including cash, letters of credit, bonds or other collateral) in respect of its obligations under this Agreement.

17.9 Security is Not a Limit on Supplier's Liability. The security contemplated by this Agreement: (a) constitutes security for, but is not a limitation of, Supplier's obligations hereunder; and (b) shall not be Buyer's exclusive remedy for Supplier's failure to perform in accordance with this Agreement.

18. INDEMNIFICATION

18.1 Indemnification for Losses. Each Party to this Agreement (the "Indemnifying Party") shall indemnify, defend and hold harmless, on and after state and federal

Tax basis, the other Party, its Affiliates, and each of their officers, directors, employees, attorneys, agents and successors and assigns (each an "Indemnified Party") from, for and against any and all Losses arising out of, relating to, or resulting from the Indemnifying Party's breach, or performance or non-performance of its obligations under this Agreement, including the Indemnifying Party's negligence and willful misconduct (including reasonable attorneys' fees and costs); provided, however, that no Party shall be indemnified hereunder for any Loss to the extent resulting from its own gross negligence, fraud or willful misconduct. Supplier shall be solely responsible for (and shall defend and hold Buyer harmless against) any damage that may occur as a direct result of Supplier's acts that affect the Transmission System. In addition to and not in limitation on the foregoing indemnification, Supplier (as the Indemnifying Party) shall indemnify, defend and hold harmless, on an after state and federal Tax basis, Buyer, its Affiliates, and each of their officers, directors, employees, attorneys, agents and successors and assigns (each as an Indemnified Party) from, for and against any and all Losses incurred by each such Indemnified Party arising out of, relating to, or resulting from any action by any Governmental Authority due to noncompliance by Supplier with any applicable Laws or Governmental Approvals or the breach by Supplier of any of its representations, warranties or covenants in Sections 25.15, 25.16, 25.17 or 25.19.

18.1.1 In furtherance of the foregoing indemnification and not by way of limitation thereof, the Indemnifying Party hereby waives any defense it otherwise might have against the Indemnified Party under applicable workers' compensation Laws.

18.1.2 In claims against any Indemnified Party by an agent of the Indemnifying Party, or anyone directly or indirectly employed by them or anyone for whose acts the Indemnifying Party may be liable, the indemnification obligation under this Article 18 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Indemnifying Party or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

18.2 No Negation of Existing Indemnities; Survival. Each Party's indemnity obligations under this Agreement shall not be construed to negate, abridge or reduce other rights or obligations, which would otherwise exist at Law or in equity. The obligations contained herein shall survive the termination or expiration of this Agreement to the extent that any third-party claim is commenced during the applicable statute of limitations period.

18.3 Indemnification Procedures.

18.3.1 Any Indemnified Party seeking indemnification under this Agreement for any Loss shall give the Indemnifying Party notice of such Loss promptly but in any event on or before thirty (30) days after the Indemnified Party's actual knowledge of such claim or action. Such notice shall describe the Loss in reasonable detail, and shall indicate the amount (estimated if necessary) of the Loss that has been, or may be sustained by, the

Indemnified Party. To the extent that the Indemnifying Party will have been actually and materially prejudiced as a result of the failure to provide such notice, the Indemnified Party shall bear all responsibility for any additional costs or expenses incurred by the Indemnifying Party as a result of such failure to provide notice.

18.3.2 In any action or proceeding brought against an Indemnified Party by reason of any claim indemnifiable hereunder, the Indemnifying Party may, at its sole option, elect to assume the defense at the Indemnifying Party's expense, and shall have the right to control the defense thereof and to determine the settlement or compromise of any such action or proceeding. Notwithstanding the foregoing, an Indemnified Party shall in all cases be entitled to control its own defense in any action if it:

18.3.2.1 May result in injunctions or other equitable remedies with respect to the Indemnified Party;

18.3.2.2 May result in material liabilities which may not be fully indemnified hereunder; or

18.3.2.3 May have a Material Adverse Effect on the Indemnified Party (including a Material Adverse Effect on the Tax liabilities, earnings, ongoing business relationships or regulation of the Indemnified Party) even if the Indemnifying Party pays all indemnification amounts in full.

18.3.3 Subject to Section 18.3.2, neither Party may settle or compromise any claim for which indemnification is sought under this Agreement without the prior written consent of the other Party; provided, however, that said consent shall not be unreasonably withheld, conditioned or delayed.

19. LIMITATION OF LIABILITY

19.1 Responsibility for Damages. Except where caused by the other Party's breach or negligence or non-performance of its obligations under this Agreement, each Party shall be responsible for all physical damage to or destruction of the property, equipment and/or facilities owned by it, and each Party hereby releases the other Party from any reimbursement for such damage or destruction.

19.2 Limitation on Damages. To the fullest extent permitted by Law and notwithstanding any other provisions of this Agreement to the contrary, except for Replacement Costs, PC Replacement Costs or payment made by either Party to satisfy Penalties or payments owing under Sections 3.4, 3.5, 7.6, 8.4, 8.5, 8.6, 15.1, 17.1, 17.2, and 18.1, in no event shall a Party be liable to the other Party, whether in contract, warranty, tort, negligence, strict liability, or otherwise, for special, indirect, incidental, multiple, consequential (including lost profits or revenues, business interruption damages and lost business opportunities), exemplary or punitive damages related to, arising out of, or resulting from performance or nonperformance of this Agreement (unless due to the willful or intentional breach

of this Agreement by such Party, in which case the limitation shall not apply). In addition, this limitation on damages shall not apply with respect to claims brought by unaffiliated third parties for which a Party is entitled to indemnification under this Agreement.

19.3 Survival. The provisions of this Article 19 shall survive the termination or expiration of this Agreement.

20. FORCE MAJEURE

20.1 Excuse. Subject to the provisions of this Article 20, neither Party will be liable under this Agreement for any delay or failure in the performance of its obligations under this Agreement, nor will any such delay or failure become an Event of Default, to the extent such delay or failure is directly caused by an event of Force Majeure. Notwithstanding any other provision to the contrary contained in this Agreement, the sole relief available for an event of Force Majeure or claim of Force Majeure shall be an extension of time on a day-for-day basis for the period of demonstrated delay or failure directly caused by the event of Force Majeure. In no event shall an event of Force Majeure or claim of Force Majeure entitle Supplier to an increase to any compensation due Supplier hereunder. In all circumstances, the Party seeking relief on the asserted basis of Force Majeure shall bear the burden to show that the requirements of this Article 20 have been met, that such Party is entitled to relief, and the extent of any relief to which such Party is entitled.

20.2 Definition. "Force Majeure" or "an event of Force Majeure" means an event that: (a) is not reasonably anticipated as of the Effective Date; (b) is not within the reasonable control of the affected Party or any Person (of any tier) performing any portion of such Party's obligations hereunder; (c) is not the result of the negligence, fault or failure to act by the affected Party or any Person (of any tier) performing any portion of such Party's obligations hereunder; and (d) could not be overcome or its effects mitigated by the use of due diligence by the affected Party or any Person (of any tier) performing any portion of such Party's obligations hereunder. Force Majeure includes, but is not restricted to, events of the following types (but only to the extent that such an event, in consideration of the circumstances, satisfies the requirements set forth in the preceding sentence): acts of God such as storms, hail, hurricanes, floods, lightning, fire, explosion, earthquakes, or other natural disasters; civil disturbance; sabotage; strikes, lock-outs, or work stoppages, in each case, not attributable to the actions of the affected Party or any Person (of any tier) performing any portion of such Party's obligations hereunder; action, or restraint by court order or Governmental Authority (as long as the affected Party has not applied for or assisted in the application for, and has opposed to the extent reasonable, such action or restraint, and so long as the action or restraint does not arise out of the actions of the affected Party or any Person (of any tier) performing any portion of such Party's obligations hereunder).

20.3 Exclusions.

20.3.1 Notwithstanding the foregoing, none of the following shall constitute Force Majeure:

20.3.1.1 Economic hardship of either Party, including lack of money, or the breach of contract by any Person (of any tier) performing any portion of the affected Party's obligations hereunder;

20.3.1.2 The non-availability or reduced availability of the resource supply to generate electricity from the Generating Facility, including due to weather, high or low temperatures or climate conditions, except to the extent caused by acts of God which qualify as an independent event of Force Majeure at the Project Site;

20.3.1.3 A Party's failure to obtain or any delay or other problem associated with the issuance, suspension, renewal, administration or withdrawal of, or any other problem directly or indirectly relating to, any Governmental Approval from a Governmental Authority;

20.3.1.4 A Party's failure to meet a Project Milestone, except to the extent it is caused by an independent event of Force Majeure;

20.3.1.5 The imposition of costs or Taxes on a Party;

20.3.1.6 Supplier's failure to obtain, or perform under, the IA, or its other contracts and obligations to Transmission Provider unless due to an independent event of Force Majeure;

20.3.1.7 Supplier's ability to sell, or Buyer's ability to purchase energy, PCs (and equivalent rights in any other jurisdiction), Renewable Energy Benefits, or Capacity Rights at a more advantageous price than is provided hereunder;

20.3.1.8 Any breakdown or malfunction of the Facility's equipment (including any serial equipment defect) that is not caused by an independent event of Force Majeure at the Project Site;

20.3.1.9 Delay or failure of Supplier to obtain or perform any Required Facility Document unless due to an independent event of Force Majeure;

20.3.1.10 Any delay, alleged breach of contract, or failure by the Transmission Provider unless due to an independent event of Force Majeure at the Project Site;

20.3.1.11 Maintenance upgrade or repair of any facilities or right of way corridors whether performed by or for Supplier, or other third parties (except for repairs made necessary as a result of an independent event of Force Majeure at the Project Site);

20.3.1.12 Inability to obtain any supply of goods or services, unless caused by an independent event of Force Majeure;

20.3.1.13 Delays in customs or similar regulatory clearance, unless due to an independent event of Force Majeure;

20.3.1.14 The imposition of tariffs, anti-dumping or countervailing duties that may apply to any products or equipment or other fines, penalties or other actions as a result of violation of Laws regarding unfair trade practices;

20.3.1.15 The occurrence after the Effective Date of an enactment, promulgation, modification or repeal of one or more Laws, including regulations or national defense requirements that affects the cost or ability of either Party to perform under this Agreement; or

20.3.1.16 The increased cost of electricity, materials, equipment, steel, labor, services, or transportation;

For the avoidance of doubt, the existence of the facts or circumstances described as exceptions to or qualifications of the exclusions to Force Majeure listed in the clauses above shall not establish the existence of Force Majeure, which shall only occur if the requirements of this Article 20 are fully satisfied.

20.3.2 Each Party acknowledges the effects of COVID-19 and any known military conflict as of the Effective Date, and that no delay or failure in performance is expected based on the scope of such effects as of the Effective Date. Force Majeure relief related to COVID-19 or any such military conflict and their effects shall be permitted only to the extent of material direct impacts of COVID-19 or such military conflict of which the affected Party was not aware, and should not reasonably have anticipated, as of the Effective Date, and provided that the criteria in the first sentence of Section 20.2 are met.

20.4 Conditions. In addition to the conditions set forth in Section 20.2, a Party may rely on a claim of Force Majeure to excuse its performance only to the extent that such Party complies with the following requirements of Section 20.4.1 through 20.4.5; provided that if Supplier fails to comply with such requirements, it shall be deemed to waive any relief to which it would be otherwise entitled by virtue of such claim of Force Majeure:

20.4.1 Provides prompt notice of such Force Majeure event to the other Party, giving an estimate of its expected duration and the probable impact on the performance of its obligations under this Agreement (which notice, in the case of Supplier, shall be provided within five (5) Business Days following such Force Majeure event); provided, that if the claiming Party fails to provide timely notice pursuant to this Section 20.4.1, then the claiming Party shall be deemed to waive any relief to which it would be otherwise entitled by virtue of such claim of Force Majeure solely for the period it failed to provide timely notice pursuant to this Section 20.4.1;

20.4.2 Exercises all reasonable efforts to continue to perform its obligations under this Agreement;

20.4.3 Expeditiously takes action to correct or cure the Force Majeure event excusing performance so that the suspension of performance is no greater in scope and no longer in duration than is dictated by the event; provided, however, that nothing herein requires a Party to settle a strike or other labor dispute;

20.4.4 Exercises all reasonable efforts to mitigate or limit damages to the other Party resulting from the Force Majeure event; and

20.4.5 Provides prompt notice to the other Party of the cessation of the Force Majeure event giving rise to its excuse from performance.

21. DISPUTES

21.1 Dispute or Claim. Any cause of action, claim or dispute which either Party may have against the other Party arising out of or relating to this Agreement, including the interpretation of the terms hereof or any Laws that affect this Agreement, or the transactions contemplated hereunder, or the breach, termination or validity hereof ("Dispute") shall be submitted in writing to the other Party. The written submission of any Dispute shall include a concise statement of the question or issue in dispute together with a statement listing the relevant facts and appropriate supporting documentation.

21.2 Good Faith Resolution. The Parties agree to cooperate in good faith to expedite the resolution of any Dispute. Pending resolution of a Dispute, the Parties shall proceed diligently with the performance of their obligations under this Agreement.

21.3 Informal Negotiation. The Parties shall first attempt in good faith to resolve any Dispute through informal negotiations by the Operating Representatives or Contract Representatives and senior management of each Party. If the Parties fail to resolve any Dispute through informal negotiations within thirty (30) days after the Dispute is submitted in writing to the other Party in accordance with Section 21.1, then either Party may exercise their rights at equity or law to resolve such Dispute.

21.4 Jurisdiction, Venue. Each Party irrevocably: (a) submits to the exclusive jurisdiction of the federal and state courts located in the County of Clark, State of Nevada; (b) waives any objection which it may have to the laying of jurisdiction or venue of any proceedings brought in any such court; and (c) waives any claim that such proceedings have been brought in an inconvenient forum.

21.5 Recovery of Costs and Attorneys' Fees. In the event of a Dispute arising from or relating to this Agreement, whether or not an action is commenced in any court to enforce any provision or for damages by reason of any alleged breach of this Agreement, the prevailing Party will be entitled to recover from the other Party all costs and attorneys' fees reasonably incurred in resolving the Dispute. For purposes

hereof, the "prevailing" Party need not prevail on every issue involved in the Dispute, but only on the main issue giving rise to the Dispute.

21.6 Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

22. NATURE OF OBLIGATIONS

22.1 Relationship of the Parties. The provisions of this Agreement shall not be construed to create an association, trust, partnership, or joint venture; or impose a trust or partnership duty, obligation, or liability or agency relationship between the Parties.

22.2 No Public Dedication. By this Agreement, neither Party dedicates any part of its facilities nor the services provided under this Agreement to the public.

23. ASSIGNMENT

Except as stated below, neither this Agreement nor any of the rights or obligations hereunder shall be sold, transferred, assigned or otherwise disposed of (collectively, "Assigned," "Assign," "Assigning," or "Assignment", as the context may require) by either Party, including by operation of Law, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Any Assignment of this Agreement in violation of the foregoing shall be, at the option of the non-assigning Party, void. Furthermore, and notwithstanding anything in this Agreement to the contrary, in no event shall (a) Supplier Assign, whether in whole or in part, this Agreement nor any of its rights or obligations hereunder to any Person (including an Affiliate) prior to the PUCN Approval Date without the prior written consent of Buyer; (b) Supplier Assign, whether directly or indirectly, its ownership interest in the Facility to any Person prior to the PUCN Approval Date without the prior written consent of Buyer; or (c) a Controlling Interest in Supplier be Assigned, whether directly or indirectly and whether through a single transaction or a series of transactions over time, to any Person without Buyer's prior written approval prior to the PUCN Approval Date.

23.1 Buyer Assignment. Buyer may, without the consent of Supplier, Assign this Agreement or its rights and obligations under this Agreement, in whole or in part, if such Assignment is made to: (a) Sierra Pacific Power Company (d/b/a NV Energy); (b) any successor to Buyer, provided that such successor is a public utility holding a certificate of public convenience and necessity granted by the PUCN pursuant to NRS Chapter 704, where such Assignment does not occur by operation of Law; (c) a Person (other than a natural person) providing retail electric service in Nevada which meets the Minimum Credit Rating or provides adequate credit assurance or a guarantee from a party that meets the Minimum Credit Rating; (d) a wholesale electric provider which meets the Minimum Credit Rating or provides

adequate credit assurance or a guarantee from a party that meets the Minimum Credit Rating; (e) a Person (other than a natural person) whose Credit Rating, is equal or superior to the Minimum Credit Rating as of the time of Assignment; or (f) a Person (other than a natural person) as otherwise required by Law. Buyer shall provide Supplier with written notice of any Assignment pursuant to this Section 23.1.

23.2 Supplier Assignment. Supplier may, without the consent of Buyer, Assign a Controlling Interest in Supplier to any of Supplier's Affiliates or this Agreement to any of Supplier's Affiliates in connection with an Assignment of the Facility to such Affiliate or a corporate reorganization between Supplier and its Affiliates so long as Buyer retains its rights under Article 6 following such Assignment; provided that (a) Supplier provides Buyer prior notice of any such Assignment and (b) either (i) the Credit Rating of such Affiliate is equal to or superior to the Credit Rating of Supplier as of the Effective Date, as determined by Buyer in its reasonable discretion, or (ii) the Development Security or Operating Security, as applicable, is maintained without change due to such Assignment or is replaced with Development Security or Operating Security, as applicable, in accordance with the requirements of Article 17, and (c) such Affiliate enters into an assignment and assumption agreement, in form and substance satisfactory to Buyer, pursuant to which such Affiliate assumes all of Supplier's obligations hereunder and otherwise agrees to be bound by the terms of this Agreement. Supplier agrees that it will provide written notice to Buyer (and, if required, the PUCN Regulatory Operations Staff, and the State of Nevada Attorney General's Bureau of Consumer Protection) of any Assignment of this Agreement by Supplier to an Affiliate pursuant to this Section 23.2, together with information supporting the permissible nature of the Assignment in accordance with the requirements of this Section 23.2, no less than five (5) Business Days prior to the effective date of any such Assignment.

23.3 Liability After Assignment. A Party's Assignment of its rights or obligations pursuant to this Article 23 (other than pursuant to Section 23.2) shall relieve such Party from any liability and financial responsibility for the performance thereof arising after any such Assignment, provided that such transferee enters into an assignment and assumption agreement, in form and substance satisfactory to the other Party, pursuant to which such transferee assumes all of the Assigning Party's obligations hereunder and otherwise agrees to be bound by the terms of this Agreement.

23.4 Transfers of Ownership in the Facility. Supplier shall not directly or indirectly Assign its ownership interest in the Facility to any Person absent: (a) an Assignment of this Agreement to such Person; (b) Supplier entering into an assignment and assumption agreement, in form and substance satisfactory to Buyer, with such Person pursuant to which such Person assumes all of Supplier's obligations hereunder and otherwise agrees to be bound by the terms of this Agreement; (c) Buyer's prior written approval of such Person; and (d) such Person being a Qualified Transferee. This Section 23.4 shall not apply or restrict any Assignment of the Facility (i) in accordance with the provisions of Section 23.2 or (ii) that occurs after Buyer has obtained the PUCN Approval described in Section 16.2

before the PUCN Approval Deadline in form and substance satisfactory to Buyer in its sole discretion that complies with the ROFO provisions of Section 6.1, provided that such Assignment is to a Qualified Transferee.

23.5 Controlling Interest. No Controlling Interest in Supplier may be directly or indirectly Assigned (whether through a single transaction or a series of transactions over time) to any Person without Buyer's prior written approval other than an Affiliate of Supplier where such Affiliate is wholly owned within the same ownership group of companies and is a Qualified Transferee. This Section 23.5 shall not apply or restrict any Assignment of a Controlling Interest in Supplier (a) in accordance with the provisions of Section 23.2 or (b) that occurs after Buyer has obtained the PUCN Approval described in Section 16.2 before the PUCN Approval Deadline in form and substance satisfactory to Buyer in its sole discretion and complies with the ROFO provisions of Section 6.1, provided that such Assignment is to a Qualified Transferee.

23.6 Assignee Obligations with Respect to Granting a Security Interest. As a condition precedent to granting any Person a security interest in the Facility, Supplier shall (a) satisfy the requirements of Section 23.8 or (b) procure and deliver to Buyer an agreement, enforceable by Buyer and in form and substance satisfactory to Buyer, from each such Person to the effect that, if such Person forecloses on its security interest, (i) it will assume Supplier's obligations under and otherwise be bound by the terms of this Agreement, and (ii) it will not Assign its interest in the Facility to any Person other than in accordance with the provisions of this Article 23.

23.7 Successors and Assigns. This Agreement and all of the provisions hereof are binding upon, and inure to the benefit of, the Parties and their respective permitted successors and permitted assigns.

23.8 Collateral Assignment by Supplier. Supplier may, without the consent of Buyer (unless required by the definition of Supplier's Lender) and without relieving itself from liability hereunder, transfer, pledge, encumber or collaterally assign this Agreement or the account, revenues or proceeds hereof to Supplier's Lender in connection with any financing, including tax equity financing, or other financial arrangements for the Facility. In the event that Supplier intends to transfer, pledge, encumber or collaterally assign this Agreement to Supplier's Lenders, Supplier shall provide at least thirty (30) days' prior written notice thereof to Buyer, including the address of Supplier's Lenders. Any negotiation of documentation required in connection with a collateral assignment or other financing activity of Supplier shall be at the sole cost and expense of Supplier, and Supplier shall reimburse Buyer for all documented third-party and internal costs in connection with such activities. As a condition precedent to the effectiveness of any such transfer, pledge, encumbrance or collateral assignment to Supplier's Lenders, Buyer and Supplier and Supplier's Lenders shall have entered into a consent to collateral assignment agreement, which agreement shall be substantially and in all material respects in the form and substance of the Lender's Consent in Exhibit 19.

24. DEFAULT AND REMEDIES

24.1 Events of Default. An event of default ("Event of Default") shall be deemed to have occurred with respect to a Party (the "Defaulting Party") upon the occurrence of one or more of the following events and expiration of any applicable Cure Period:

24.1.1 failure to comply with any of its material obligations under this Agreement (not otherwise specifically addressed below) or failure of any its representations or warranties in this Agreement to be true and correct in all material respects when made or deemed made;

24.1.2 failure to make timely payments due under this Agreement;

24.1.3 failure to comply with the material requirements with respect to the Facility of any Electric System Authority, Transmission Provider or any Governmental Authority;

24.1.4 in the case of Supplier, its failure at any time to qualify and maintain, subject to Section 3.5, the Generating Facility as a Renewable Energy System;

24.1.5 in the case of Supplier, its failure to install, operate, maintain or repair the Facility in accordance in all material respects with Good Utility Practice;

24.1.6 in the case of Supplier, unless excused by an event of Force Majeure or any Interconnection Delay, its failure to timely achieve: (a) any of the Critical Project Milestones (excluding Commercial Operation) before the scheduled date set forth in Exhibit 6 (as such Critical Project Milestone dates may be extended pursuant to the first sentence of Section 8.2); or (b) Commercial Operation by the Commercial Operation Deadline after expiration of the applicable period for which Daily Delay Damages are owed by Supplier pursuant to Section 8.5.1;

24.1.7 in the case of Supplier, its failure to comply with the provisions of Article 17 (including any replenishment requirement);

24.1.8 in the case of Supplier, its failure to comply with the provisions of Article 23;

24.1.9 in the case of Supplier, its failure to comply with the provisions of Article 27;

24.1.10 in the case of Supplier, if Supplier: (a) becomes insolvent, files for or is forced into bankruptcy (and in the case of an involuntary bankruptcy, such proceeding is not dismissed within thirty (30) days); (b) makes an assignment for the benefit of creditors; (c) is unable to pay its debts as they become due; or (d) is subject to a similar action or proceeding (and in the case of an involuntary bankruptcy, such proceeding is not dismissed within thirty (30) days); and

24.1.11 in the case of Supplier, if Supplier: (a) relinquished possession and control of all or substantially all of the Facility, other than pursuant to a transfer permitted under this Agreement; or (b) after commencement of the construction of the Facility, and prior to the Commercial Operation Date, completely ceases construction, testing, and inspection of the Facility for ninety (90) consecutive days, if not attributable to an Event of Default of, or request by Buyer, or an event of Force Majeure or Interconnection Delay;

24.1.12 in the case of Supplier, if: (a) the Storage Contract Capacity of the Storage Facility determined pursuant to a Storage Capacity Test is less than or equal to ninety percent (90%) of the Expected Storage Facility Nameplate Capacity Rating for at least two (2) consecutive Contract Years; or (b) unless excused by an event of Force Majeure, the Monthly Storage Availability is less than or equal to seventy-five percent (75%) in each Summer Month in a Contract Year or five (5) Summer Months during two (2) consecutive Contract Years; and

24.1.13 in the case of Supplier, its failure to comply with the provisions of Section 15.3.2.

24.2 Duty/Right to Mitigate. Each Party has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of its obligations under this Agreement. For the purpose of this Section 24.2, commercially reasonable efforts by Supplier shall include maximizing the price for Product received by Supplier from third parties, including entering into an enabling agreement with, or being affiliated with, one or more power marketers of nationally recognized standing to market such Product not purchased or accepted by Buyer during a period Buyer is a Defaulting Party and Supplier is entitled to sell such Product to third parties in accordance with the terms of this Agreement.

24.3 Cure Period. Other than for an Event of Default under Sections 24.1.6(b), 24.1.10 or 24.1.12 for which there is no separate cure period, an Event of Default shall not be deemed to have occurred under Section 24.1, unless and until the Defaulting Party shall: (a) for purposes of Section 24.1.2, 24.1.7, 24.1.8, and 24.1.9, had a period of ten (10) Business Days from the date the applicable payment or performance was due; and (b) for purposes of all other Events of Default described in Section 24.1 (other than Sections 24.1.2, 24.1.6(b), 24.1.7, 24.1.8, 24.1.9, 24.1.10 or 24.1.11 which are addressed above), a period of thirty (30) days from the date of receipt of written notice of the occurrence of any of the Events of Default described in Section 24.1 (each of the cure periods in Section 24.3(a) and (b), a "Cure Period") to cure such potential Event of Default; provided that such thirty (30)-day period may be extended for an additional reasonable period of time (not to exceed ninety (90) days) if: (i) the potential Event of Default is not reasonably capable of being cured within such thirty (30)-day period; (ii) such potential Event of Default is capable of being cured within an additional reasonable period of time (not to exceed ninety (90) days); and (iii) the applicable Party is diligently and continuously proceeding to cure such potential Event of Default.

24.4 Remedies. If an Event of Default is not cured by the Defaulting Party during the applicable Cure Period, if any, then the Non-Defaulting Party shall be entitled to all legal and equitable remedies that are not expressly prohibited by the terms of this Agreement, including termination of this Agreement as provided in Section 2.3, payment of damages, and in the case of Buyer, drawing upon the Development Security and the Operating Security.

24.5 Termination of Duty to Buy. If this Agreement is terminated because of an Event of Default by Supplier, neither Supplier nor any Affiliate of Supplier, nor any successor to Supplier with respect to the ownership of the Facility or the Project Site, may thereafter require or seek to require Buyer to make any purchases from the Facility or any electric generation facility constructed on the Project Site, under the Public Utility Regulatory Policies Act of 1978 or any other Law, for any periods that would have been within the Term had this Agreement remained in effect. Supplier, on behalf of itself and any other entity on whose behalf it may act, hereby waives its rights to require Buyer so to do.

24.5.1 Right of First Offer for Product. If Buyer terminates this Agreement in accordance with Section 2.3 due to a Supplier Event of Default then neither Supplier nor Supplier's Affiliates may sell, or enter into a contract to sell, Net Energy or any Product generated by, associated with or attributable to a generating facility or storage facility (a "Covered Facility") that from time to time may be constructed by Supplier or any Affiliate of Supplier on the Project Site through the third (3rd) anniversary date of Buyer's notice of termination without first complying with this Section 24.5.1. Supplier shall provide Buyer with no less than six (6) months' prior written notice of the anticipated commercial operation date for any Covered Facility. Buyer shall notify Supplier within sixty (60) days of receipt of such notice from Supplier as to whether Buyer elects to purchase such Product (the "Output Right of First Offer"). If Buyer elects to purchase such Product, then the same shall be sold to Buyer at the Product Rate and/or Storage Rate, as the case may be, and the Parties shall enter into a binding agreement consistent with the foregoing and otherwise on terms and conditions substantially similar with this Agreement, the same being modified only as necessary to address changes which arise due to the passage of time. Neither Supplier nor Supplier's Affiliates may sell or transfer the Facility, or any part thereof, or land rights or interests in the Project Site (including the interconnection queue position) so long as the limitations contained in this Section 24.5.1 apply, unless the transferee agrees to be bound by the terms set forth in this Section 24.5.1. Buyer shall be permitted to file a notice of the rights contained in this Section 24.5.1 with respect to the Project Site. Supplier shall indemnify and hold Buyer harmless from all Losses sustained by Buyer as a result of any breach of the covenants contained in this Section 24.5.1.

24.6 Step-In Rights.

24.6.1 Step-In Rights following an Event of Default. If Supplier commits an Event of Default, including pursuant to Section 24.1.6(b), and this Agreement has

not been terminated by Buyer, and Supplier's Lender's or tax equity investors rights to cure Supplier's Event of Default and exercise its rights and remedies, including foreclosure, under any Lender's Consent with Buyer have expired, then without limiting its other rights and remedies hereunder, Buyer shall have the right to enter the Project Site and take possession of the Facility and to take or cause to be taken all such actions and do or cause to be done all such things as Buyer may consider necessary or desirable to complete the Facility and cause Commercial Operation to occur. Following Commercial Operation, Buyer shall: (a) return possession of the Facility to Supplier upon execution by Supplier of an indemnity and release agreement, in form and substance reasonably acceptable to Buyer, pursuant to which Supplier shall indemnify and release Buyer from all claims arising out of Buyer's exercise of its rights pursuant to this Section 24.6 and reimburse Buyer for reasonably incurred costs and expenses incurred in the exercise of Buyer's step-in rights, except to the extent such costs are Buyer's responsibility hereunder; or (b) if and for so long as Supplier refuses to execute such indemnity and release agreement or reimburse Buyer: (i) operate the Facility for all or such portion of the remaining Term as Buyer may elect, in its sole discretion, pursuant to the license granted in Section 24.6.2 until Supplier provides the indemnity and release to Buyer as provided above; and/or (ii) exercise its other rights and remedies under this Agreement, including the right to terminate this Agreement without the payment of any damages by Buyer as a result of Supplier's Event of Default, if Buyer exercises its right under Section 24.6.4 to terminate its exercise of its rights under this Section 24.6 and returns the Facility to Supplier.

24.6.2 License to Operate Facility. Supplier hereby irrevocably grants to Buyer the right, license and authority to enter the Project Site, to construct, operate and maintain the Facility for the Term during the continuance of and following any Event of Default by Supplier, if Supplier's Lenders have not elected to cure Supplier's Event of Default or foreclosed on the Facility in accordance with the Lender's Consent. During any period in which Buyer constructs, operates or maintains the Facility pursuant to the license granted in this Section 24.6.2, Supplier shall, upon request from Buyer, reimburse Buyer for all reasonable and recorded costs and expenses incurred by Buyer to construct, operate and maintain the Facility. Buyer shall pay for all Product in accordance with this Agreement during such period, net of Buyer's reasonable costs of exercising its rights under Section 24.6 and constructing and operating the Facility to the extent not reimbursed by Supplier, and shall construct, operate and maintain the Facility in accordance with Good Utility Practice and applicable Law. Buyer shall not be required to return control of the Facility to Supplier unless Supplier reimburses Buyer for all reasonable costs and expenses incurred by Buyer to construct, operate and maintain the Facility. Absent such repayment, Buyer may continue to operate the Facility as provided above and begin to or continue to offset all such costs and expenses against payments of the Product Rate and/or Storage Rate, as the case may be, otherwise due to

Supplier until they have been paid in full. Upon the return of possession of the Facility to Supplier, Supplier shall reimburse Buyer for all reasonable costs and expenses incurred by Buyer to construct, operate and maintain the Facility not previously reimbursed in full.

24.6.3 Records and Access. Supplier shall collect and have available at a convenient, central location at the Project Site all documents, contracts, books, manuals, reports, and records required to construct, operate and maintain the Facility in accordance with Good Utility Practice. Upon Buyer's notice of intent to exercise its rights under this Section 24.6, Buyer, its employees, contractors, or designated third parties shall have the right to enter the Project Site and the Facility for the purpose of constructing, operating or maintaining the Facility. Upon the exercise by Buyer of its rights under this Section 24.6, Supplier shall cause the Facility contractor or operator (and any Person within the control of Supplier) to give Buyer access to and control of the construction, operation and maintenance of the Facility, as applicable, to the extent reasonably necessary to enable Buyer to exercise its rights under this Section 24.6, and shall provide reasonable assistance and cooperation to Buyer to effect safely the transfer of responsibility for construction, operation and maintenance as may be requested by Buyer. Supplier shall execute such documents and take such other action as may be necessary for Buyer to effectuate its rights under this Section 24.6.

24.6.4 Return. Buyer may, at any time and in its sole discretion, terminate its exercise of its rights under this Section 24.6 whether or not the applicable Event of Default has been cured. If at any time after exercising its rights under this Agreement, Buyer elects to return possession of the Facility to Supplier, Buyer shall provide Supplier with at least ten (10) days advance notice of the date Buyer intends to return such possession, and upon receipt of such notice Supplier shall take all actions necessary to resume possession of the Facility on such date.

24.6.5 No Assumption. Buyer's exercise of its rights under this Section 24.6 shall not be deemed an assumption by Buyer of any liability of Supplier due and owing prior to the exercise of such rights. Buyer shall not assume any liability of Supplier for the period during which Buyer exercises its rights under this Section 24.6. During any period that Buyer is exercising its rights, Supplier shall retain legal title to and ownership of the Facility and all of its other property and its revenues. When exercising its rights under this Section 24.6, Buyer shall assume possession, operation, and control of the Facility solely as agent for Supplier. In no event shall Buyer's election to exercise its rights under this Section 24.6 be deemed to constitute a transfer of ownership of or title to the Facility, the Project Site or any assets of Supplier.

24.6.6 Costs and Expenses. Supplier shall indemnify and hold harmless Buyer from and against all Losses incurred by Buyer in connection with exercise of its rights under this Section 24.6 other than due to the gross negligence

or willful misconduct of Buyer. In connection with its exercise of its rights under this Section 24.6, Buyer shall have the right to recoup and set off all such Losses against amounts otherwise owed by Buyer hereunder. Buyer's exercise of such recoupment and set off rights shall not limit the other rights and remedies available to Buyer hereunder or otherwise.

25. REPRESENTATIONS AND WARRANTIES OF SUPPLIER

Supplier represents and warrants to Buyer as set forth in Sections 25.1 through 25.12, Section 25.15.1, and Section 25.16 and covenants to Buyer as set forth in Sections 25.5, Sections 25.8 through 25.10, Section 25.12, Section 25.13, Section 25.15.2, and Sections 25.16 through 25.20:

25.1 Organization. Supplier is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all requisite entity power and authority to own or lease and operate its properties and to carry on its business as is now being conducted. Supplier is duly qualified or licensed to do business and is in good standing in the State of Nevada and in each other jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification necessary, except where the failure to be so duly qualified or licensed and in good standing would not reasonably be expected to have a Material Adverse Effect on Supplier.

25.2 Authority. Supplier has full authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated herein and has taken all corporate actions necessary to authorize the execution, delivery and performance of its obligations under this Agreement. No other proceedings or approvals on the part of Supplier are necessary to authorize this Agreement. This Agreement constitutes a legal, valid and binding obligation of Supplier enforceable in accordance with its terms except as the enforcement thereof may be limited by (a) applicable bankruptcy, insolvency or similar Laws affecting the enforcement of creditors' rights generally and (b) general principles of equity, whether considered in a proceeding in equity or at law.

25.3 Governmental Approvals; No Violation. Other than obtaining the Supplier's Required Regulatory Approvals as set out in Exhibit 10, the execution, delivery and performance of this Agreement by Supplier shall not: (a) conflict with or result in any breach of any provision of the articles of organization (and/or other governing documents) of Supplier; (b) require any Governmental Approval, except where the failure to obtain such Governmental Approval would not reasonably be expected to have a Material Adverse Effect on Supplier; or (c) result in a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, agreement, lease or other instrument or obligation to which Supplier or any of its subsidiaries is a party or by which any of their respective assets may be bound, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained.

25.4 Regulation as a Utility. Except for its anticipated future status as a "public utility" as defined in the Federal Power Act, and as set forth in Exhibit 10, Supplier is not subject to regulation as a public utility or public service company (or similar designation) by any Governmental Authority.

25.5 Availability of Funds. Supplier has, or will have, and shall maintain sufficient funds available to it to perform all of its obligations under this Agreement and to consummate the transactions contemplated pursuant hereto.

25.6 [Reserved].

25.7 Interconnection Cost Due Diligence. Supplier has conducted due diligence regarding the costs of all facilities and equipment necessary to interconnect the Facility to and at the Delivery Point and all such costs are covered by payments for Product provided for in this Agreement.

25.8 Required Facility Documents. All Required Facility Documents are listed on Exhibit 12. Pursuant to the Required Facility Documents, Supplier holds as of the Effective Date, or will hold by the Commercial Operation Date (or such other later date as may be specified under requirements of Law), and will maintain for the Term all Required Facility Documents (including all material authorizations, rights and entitlements) necessary to construct, own, operate and maintain the Facility and to perform its obligations under this Agreement, including the sale and delivery of Product to Buyer in accordance with this Agreement. The anticipated use of the Facility complies with all applicable restrictive covenants affecting the Facility or the Project Site.

25.9 Governmental Approvals. Supplier has applied or will apply for or has received (or will receive pursuant to an assignment and assumption pursuant to the APA) the Governmental Approvals listed in Exhibits 10 and 12, and no other Governmental Approvals are required by Supplier to construct, own, operate and maintain the Facility or perform its obligations under this Agreement. Following the Commercial Operation Date, Supplier shall notify Buyer of any additional material Governmental Approvals that are required for the ownership, operation and maintenance of the Facility or the performance by Supplier of its obligations under this Agreement, in each case, promptly after Supplier makes any such determination.

25.10 Related Agreements. Supplier has entered into or will enter into all material agreements (including pursuant to an assignment and assumption of such material agreements pursuant to the APA) as listed in Exhibit 12 necessary for the construction, ownership, operation and maintenance of the Facility and the performance of its obligations under this Agreement.

25.11 Certification. The Generating Facility qualifies as a Renewable Energy System and Supplier has been and is in compliance with all requirements set forth in the Renewable Energy Law.

25.12 Title. Supplier will own all Product attributable to the Facility and has the right to sell such Product to Buyer. Supplier will convey good title to the Product to Buyer free and clear of any liens or other encumbrances or title defects, including any which would affect Buyer's ownership of any portion of such Product or prevent the subsequent transfer of any portion of such Product by Buyer to a third party.

25.13 Project Execution Plan. Supplier will execute the development and construction of the Facility in accordance with the project execution plan submitted by Supplier to Buyer pursuant to the request for proposals dated November 25, 2024 to the extent not inconsistent with any provisions contained in this Agreement. Supplier shall construct the Facility using only such equipment that satisfies the Equipment Specifications.

25.14 Work Site Agreement. Supplier, or its Construction Contractor primarily responsible for the engineering, construction and procurement of the Facility, shall enter into a work site agreement, memorandum of understanding, or similar document in the form attached hereto as Exhibit 21 (the "Work Site Agreement") by the applicable Project Milestone set forth in Exhibit 6. Prior to execution of the Work Site Agreement, Supplier shall (and shall cause its Construction Contractor primarily responsible for the engineering, construction and procurement of the Facility to) comply with (a) all requirements set forth in the form of Work Site Agreement and (b) all reasonable requirements of the IBEW for electrical work.

25.15 OFAC Sanctions Lists.

25.15.1 Neither Supplier, any Affiliate of Supplier, nor, to Supplier's knowledge, any partner or joint venturer of Supplier or any Affiliate of Supplier, nor any officer, director, employee, or, to Supplier's knowledge, agent, lobbyist or representative of Supplier or any Affiliate of Supplier is (a) on, or has any ownership interest in any entity on, any sanction list maintained and published by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), including the Specially Designated Nationals and Blocked Persons List and Consolidated Sanctions List maintained and published by OFAC and available at https://sanctionslist.ofac.treas.gov/Home/index.html (collectively, the "OFAC Sanctions Lists"), (b) does business in violation of any OFAC sanctions program set forth at https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information, (c) does business in violation of any Law regarding sanctioned individuals, or (d) is operating or acting under any alias or pseudonym to avoid detection as a person or entity on any OFAC Sanctions Lists or Uyghur Forced Labor Prevention Act ("UFLPA") sanctions list.

25.15.2 Supplier is prohibited from and shall not, either directly or indirectly, involve or engage in any manner any person or entity that is on any OFAC Sanctions Lists or UFLPA sanctions list in the performance of this Agreement, whether as a partner, joint venturer, strategic alliance participant, officer, director, employee, agent, lobbyist, representative, contractor, subcontractor, vendor, consultant, supplier, materialman or

any other role or relationship of any kind. Supplier shall remain up-to-date with recent actions and updates by OFAC and Uyghur Forced Labor Prevention Action Operational Guidance for Importers and shall immediately notify Buyer at any time it learns that a representation or warranty made in Section 25.15.1 is no longer accurate or that it is in breach of its covenants in this Section 25.15.2. Supplier will comply and cooperate with any reasonable request from Buyer in any inquiry, request or investigation initiated by OFAC arising from or related to Supplier's performance under this Agreement, and will defend, indemnify, and hold harmless Buyer and its Affiliates, and each of their officers, directors, employees, attorneys, agents, successors and assigns from and against any and all Losses arising from or related to any knowing or intentional failure or violation of Supplier's warranties, representations, or obligations under Section 25.15.1 or 25.15.2. For the avoidance of doubt, Supplier shall not be in breach of this Section 25.15 if any such person or entity that Supplier involves or engages in the performance of this Agreement is subsequently placed on the OFAC Sanctions List or UFLPA sanctions list so long as Supplier takes all actions required by applicable Law promptly upon learning that such person or entity has been placed on the OFAC Sanctions List or UFLPA sanctions list.

25.16 State- or Government-Owned Enterprises or Companies. Neither Supplier nor any Affiliate of Supplier shall have any of its ownership interest owned by an entity owned or controlled by the countries of Afghanistan, Angola, Yemen, Sudan, Syria, Uganda, Crimea Region of Ukraine, Russia, Iran, Chad, China, Congo, Venezuela, Somalia, Iraq, Libya or North Korea or any other country that Buyer may identify by written notice to Supplier from time to time based on reasonable concerns of doing business, directly or indirectly, with an entity having any of its ownership interest owned or controlled by such other country; provided that, in no event, shall Germany or New Zealand be such a country (each, a "Prohibited Country" and in the case of more than one Prohibited Country, the "Prohibited Countries"). Supplier shall immediately notify Buyer at any time it learns that it is in breach of its covenants in this Section 25.16. For the avoidance of doubt, Supplier shall not be in breach of this Section 25.16 if Buyer subsequently identifies a country as a Prohibited Country and at that time Supplier or an Affiliate of Supplier shall have any of its ownership interest owned by an entity owned or controlled by such country so long as Supplier takes all actions, if any, required by applicable Law promptly upon learning of the same.

25.17 Prohibited Regions. Supplier warrants that Supplier will not knowingly use in its provision of the procurement for or construction of any Facility contemplated within this Agreement, whether directly or indirectly using primary subcontractors, subsidiaries, parents, or affiliates, any labor performed or final product that was mined, produced or manufactured in the vendor regions or labor performed by citizens of the vendor regions reasonably identified by Buyer or identified by the U.S. Government as a prohibited region (collectively, the "Prohibited Regions"), including without limitation the regions controlled by foreign adversaries identified in 15 CFR 791.4 - Determination of Foreign Adversaries. Supplier is responsible

for being familiar with the Prohibited Regions that the U.S. Government may identify from time to time during the Term. If Supplier fails to abide by the requirements of this Section, Buyer will provide Supplier with Notice and a thirty (30) day opportunity to cure. Continued failure to abide by this requirement will be considered a material breach of this Agreement. The foregoing provision does not apply to Supplier's provision of work or services that involves solid state or mechanically actuated materials, product or equipment (e.g. cables, main power transformers, mechanical devices that do not contain embedded remote control and monitoring capabilities), transportation and logistics (e.g. motor vehicles, packaging, etc.), office supplies (e.g. furniture, pens, pencils, staples, uniforms, etc.), medical equipment or services (e.g., drugs and pharmaceutical products, personal protective equipment, etc.), or hardware and hand-held tools (e.g., screws, bolts, nails, hammers, screwdrivers, etc.). For the avoidance of doubt, main power transformers and other mechanical equipment that are manufactured in a Prohibited Region are permissible if control and monitoring components installed on such equipment are not procured from or able to be monitored or controlled by a Prohibited Region.

25.18 Supply Chain Audit. If requested by Buyer in writing within thirty (30) days of satisfying the Project Milestones in Section F of Exhibit 6, then Supplier shall undergo and deliver a Supply Chain Audit, conducted by a third-party consulting firm of national repute selected by Buyer and identified in its written request. Supplier shall use commercially reasonable efforts to complete such Supply Chain Audit and cause the findings of the same to be delivered to Buyer within sixty (60) days of Buyer's written request. The findings of the Supply Chain Audit shall assess the compliance of Supplier with the requirements of Section 25.17 and shall otherwise be in form and substance reasonably acceptable to Buyer. Such Supply Chain Audit shall be at the sole cost and expense of Buyer; provided, that if such Supply Chain Audit demonstrates that Supplier is not in compliance with the requirements of Section 25.17, then Supplier shall be responsible for the full cost and expense of remediating deficiencies arising out of such Supply Chain Audit.

25.19 Cybersecurity. Supplier shall comply in all respects with the requirements in Exhibit 27.

25.20 Battery Recycling and Fire Protection Plans. Prior to the Commercial Operation Date, Supplier shall deliver to Buyer written copies of its plans for (a) recycling all battery energy storage equipment and (b) fire protection with respect to the Storage Facility, which plans shall be in compliance with all applicable requirements of Law and otherwise in accordance with Good Utility Practices. Without limit its other obligations under this Agreement in any respect, Supplier shall operate and maintain the Storage Facility in accordance with such plans and decommission the Storage Facility in accordance with all applicable requirements of Law and Good Utility Practice and be responsible and liable for all costs associated therewith. For the avoidance of doubt, Supplier acknowledges and agrees that in no event shall Buyer have any responsibility or liability for any or all costs associated with decommissioning the Storage Facility or recycling any battery energy storage

equipment associated with the Storage Facility, or for fire protection with respect to the Storage Facility.

25.21 Continuing Nature of Representations and Warranties; Notice. The representations and warranties set forth in this Article 25 are made as of the Effective Date and shall be deemed repeated as of the Commercial Operation Date and during the Term. If at any time during the Term, Supplier obtains actual knowledge of any fact, circumstance, event or information that would have caused or cause any of the representations and warranties in this Article 25 to be materially untrue or misleading at the time given or deemed given or at any time thereafter for so long as this Agreement is in force and effect, then Supplier shall provide Buyer with written notice of the fact, circumstance, event or information, the representations and warranties affected, and the action, if any, which Supplier intends to take to make the representations and warranties true and correct. The notice required pursuant to this Section 25.21 shall be given as soon as practicable after Supplier obtains actual knowledge of any such fact, circumstance, event or information.

26. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Supplier as set forth in Sections 26.1 through 26.3 as follows:

26.1 Organization; Qualification. Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the State of Nevada and has all requisite corporate power and authority to own, lease, and operate its properties and to carry on its business as is now being conducted. Buyer is duly qualified or licensed to do business and is in good standing in each jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification necessary, except where the failure to be so duly qualified or licensed and in good standing would not reasonably be expected to have a Material Adverse Effect on Buyer.

26.2 Authority. Buyer has full corporate authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated herein and has taken all corporate actions necessary to authorize the execution, delivery and performance of its obligations under this Agreement. No other proceedings or approvals on the part of Buyer are necessary to authorize this Agreement. This Agreement constitutes a legal, valid and binding obligation of Buyer enforceable in accordance with its terms except as the enforcement thereof may be limited by (a) applicable bankruptcy, insolvency or similar Laws affecting the enforcement of creditors' rights generally and (b) general principles of equity, whether considered in a proceeding in equity or at law.

26.3 Governmental Approvals; No Violation. Other than obtaining Buyer's Required Regulatory Approvals as set out in Exhibit 9, the execution, delivery and performance of its obligations under this Agreement by Buyer shall not: (a) conflict with or result in any breach of any provision of the articles of organization (or other similar governing documents) of Buyer; (b) require any Governmental Approval, except: (i) where the failure to obtain such Governmental Approval would not

reasonably be expected to have a Material Adverse Effect on Buyer; or (ii) for Governmental Approvals which become applicable to Buyer as a result of specific regulatory status of Buyer or as a result of any other facts that specifically relate to the business or activities in which Buyer is or proposes to be engaged, which Governmental Approvals have been obtained or made by Buyer; or (c) result in a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, agreement, lease or other instrument or obligation to which Buyer or any of its subsidiaries is a party or by which any of their respective assets may be bound, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained.

26.4 Continuing Nature of Representations and Warranties; Notice. The representations and warranties set forth in this Article 26 are made as of the Effective Date and shall be deemed repeated during the Term. If at any time during the Term, Buyer obtains actual knowledge of any fact, circumstance, event or information that would have caused or cause any of the representations and warranties in this Article 26 to be materially untrue or misleading at the time given or at any time thereafter for so long as this Agreement is in force and effect, Buyer shall provide Supplier with written notice of the fact, circumstance, event or information, the representations and warranties affected, and the action, if any, which Buyer intends to take to make the representations and warranties true and correct. The notice required pursuant to this Section 26.4 shall be given as soon as practicable after Buyer obtains actual knowledge of any such fact, circumstance, event or information.

27. INSURANCE

27.1 General Requirements. From and after the Effective Date, Supplier shall maintain at all times, at its own expense, general/commercial liability, worker's compensation, and other forms of insurance relating to its property, operations and facilities in the manner and amounts set forth in this Article 27. Supplier shall maintain coverage on all policies written on a "claims made" or "occurrence" basis. If any policy is maintained on a "claims made" form and is converted to an "occurrence form," the new policy shall be endorsed to provide coverage back to a retroactive date acceptable to Buyer.

27.2 Qualified Insurers. Every contract of insurance providing the coverage required herein shall be with an insurer or eligible surplus lines insurer qualified to do business in the State of Nevada and with the equivalent, on a continuous basis, of an "A.M. Best Company Rating" of "A" or better and shall include provisions or endorsements:

27.2.1 With the exception of workers' compensation, stating that such insurance is primary insurance with respect to the interest of Buyer and that any insurance maintained by Buyer is excess and not contributory insurance required hereunder;

27.2.2 Stating that no cancellation or non-renewal of the policy shall be effective until thirty (30) days (ten (10) days for non-payment of premiums) from the

date notice thereof is actually received by Buyer; provided that upon Supplier's receipt of any notice of cancellation or non-renewal, Supplier shall immediately provide notice thereof to Buyer;

27.2.3 Providing Buyer with subrogation waivers on all coverage;

27.2.4 Providing for Separation of Insured coverage in the general liability and auto liability insurance policies; and

27.2.5 Including Buyer as an additional insured on the general liability and auto liability insurance policies of Supplier as its interests may appear with respect to this Agreement.

27.3 Certificates of Insurance. Within thirty (30) days of the Effective Date and within thirty (30) days of each anniversary thereafter during the Term, and upon any change in coverage or at the request of Buyer (not to exceed once each year), Supplier shall provide to Buyer properly executed and current certificates of insurance with respect to all insurance policies required to be maintained by Supplier under this Agreement. Certificates of insurance shall provide the following information:

27.3.1 The name of insurance company, policy number and expiration date;

27.3.2 The coverage required and the limits on each, including the amount of deductibles or self-insured retentions, which shall be for the account of Supplier; and

27.3.3 A statement indicating that Buyer shall receive at least thirty (30) days prior notice of cancellation or non-renewal of a policy except ten (10) days for nonpayment of premium.

27.4 Supplier's Minimum Insurance Requirements.

27.4.1 Worker's Compensation. If Supplier has employees, Workers' compensation insurance in the form and manner required by statutory requirements and endorsement providing insurance for obligations under the U.S. Longshoremen's and Harbor Worker's Compensation Act and the Jones Act where applicable. Employer's liability insurance with the following limits: (a) One Million Dollars ($1,000,000.00) per each bodily injury by accident; (b) One Million Dollars ($1,000,000.00) per each employee bodily injury by occupational disease; and (c) One Million Dollars ($1,000,000.00) in the annual aggregate per each bodily injury by occupational disease.

27.4.2 General Liability. General liability insurance including bodily injury, property damage, products/completed operations, contractual and personal injury liability with a combined single limit of at least Five Million Dollars ($5,000,000) per occurrence and at least Five Million Dollars ($5,000,000) annual aggregate.

27.4.3 Automobile Liability. Automobile liability insurance including owned, non-owned and hired automobiles with combined bodily injury and property damage with a combined single limit of at least Two Million Dollars ($2,000,000).

27.4.4 Excess Liability. Excess liability insurance with a minimum limit of Ten Million Dollars ($10,000,000) ("Excess Minimum") for each occurrence and an aggregate where applicable on a following form basis to be excess of the insurance coverage and limits required in Supplier's general liability insurance and automobile liability insurance. Supplier shall promptly notify Buyer if the Excess Minimum is not available and Supplier shall purchase additional insurance coverage up to the Excess Minimum if required by Buyer. The minimum insurance limits set forth in Sections 27.4.1, 27.4.2, and 27.4.3 can be met by Supplier's underlying workers' compensation/employer's liability, general liability, and automobile liability policies in combination with an excess/umbrella insurance policy.

27.4.5 Failure to Comply. If Supplier fails to comply with the provisions of this Article 27, Supplier shall save harmless and indemnify Buyer from any direct or indirect Loss, including attorneys' fees and other costs of litigation, resulting from the injury or death of any person or damage to any property if Buyer would have been protected had Supplier complied with the requirements of this Article 27, in accordance with the indemnification provisions of Article 18.

28. NO EXPECTATION OF CONFIDENTIALITY; PUBLIC STATEMENTS

28.1 No Expectation of Confidentiality. Supplier has no expectation that any of the terms of this Agreement will be treated as confidential by Buyer, and Buyer has no obligation to seek confidential treatment of this Agreement in connection with Buyer's Required Regulatory Approvals or otherwise.

28.2 Public Statements. The Parties shall consult with each other prior to issuing any public announcement, statement or other disclosure with respect to this Agreement and neither Party shall issue any such public announcement, statement or other disclosure without having first received the written consent of the other Party, except as may be required by Law. Notwithstanding the foregoing, Supplier acknowledges and agrees that Buyer may advertise, issue brochures or make other announcements, publications or releases regarding this Agreement and the Facility for educational, promotional or informational purposes, or for the purposes of Section 29.16, so long as such advertisements, brochures and announcements do not include pricing or other proprietary or confidential information. Supplier may disclose this Agreement and information regarding the Facility to its Affiliates and to its and its Affiliates' members, officers, directors, employees, attorneys, agents representatives current or potential lenders and investors in connection with the execution, delivery and performance of its obligations under this Agreement. Supplier shall reasonably cooperate with Buyer regarding such activities, including providing Buyer with reasonable access to the Facility and authorizing the use of pictures of the Facility for such activities, upon reasonable prior notice, during

regular business hours, and subject to Buyer's compliance with Suppliers safety requirements regarding the Project Site. It shall not be deemed a violation of this Section 28.2 to file this Agreement with the PUCN or FERC or any other Governmental Authority in connection with Buyer's Required Regulatory Approvals, Supplier's Required Regulatory Approvals or otherwise.

29. MISCELLANEOUS

29.1 Notices.

29.1.1 All notices, requests, demands, submittals, waivers and other communications required or permitted to be given under this Agreement (each, a "Notice") shall, unless expressly specified otherwise, be in writing and shall be addressed, except as otherwise stated herein, to the Parties' Contract Representatives as set forth in Exhibit 4, as the same may be modified from time to time by Notice from the respective Party to the other Party.

29.1.2 All Notices required by this Agreement shall be sent by regular first class U.S. mail, registered or certified U.S. mail (postage paid return receipt requested), overnight courier delivery, or electronic mail. Such Notices will be effective upon receipt by the addressee, except that Notices transmitted by electronic mail shall be deemed to have been validly and effectively given on the day (if a Business Day and, if not, on the next following Business Day) on which it is transmitted if transmitted before 16:00 PPT, and if transmitted after that time, on the following Business Day. If any Notice sent by regular first class U.S. mail, registered or certified U.S. mail postage paid return receipt requested, or overnight courier delivery is tendered to an addressee and the delivery thereof is refused by such addressee, then such Notice shall be deemed validly and effectively given upon such tender. All oral notifications required under this Agreement shall be made to the receiving Party's Contract Representative or Operating Representative (as applicable) and shall promptly be followed by Notice as provided in this Section 29.1.

29.1.3 Notices of Force Majeure or an Event of Default pursuant to Article 20 or Article 24, respectively, and Notices of a change to Exhibit 4 shall be sent either by registered or certified U.S. mail (postage paid return receipt requested), overnight courier delivery or electronic mail. If any such Notice is sent via electronic mail, then a copy of such Notice shall also be sent either by registered or certified U.S. mail (postage paid return receipt requested), or overnight courier delivery. Such Notices will be effective as provided in Section 29.1.2.

29.1.4 Any payments required to be made to a Party under this Agreement shall be made pursuant to the payment instructions in Exhibit 4, as such payment instructions may be amended by such Party from time to time by Notice to the other Party.

29.2 Merger. This Agreement contains the entire agreement and understanding between the Parties with respect to all of the subject matter contained herein, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject matter contained herein whether written or oral.

29.3 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

29.4 Rules of Construction; Interpretation. Unless otherwise required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) references to "Articles," "Sections," "Schedules," or "Exhibits" are to articles, sections, schedules, or exhibits hereof; (c) all references to a particular Person include a reference to such Person's permitted successors and assigns; (d) "herein," "hereof" and "hereunder" refer to this Agreement as a whole; (e) all accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles, consistently applied; (f) the masculine includes the feminine and neuter and vice versa; (g) "including" (and the correlative terms "include", "includes" and "included") means "including, without limitation" or "including, but not limited to"; (h) all references to a particular Law means that Law as amended, supplemented or otherwise modified from time to time; (i) all references to energy or capacity are to be interpreted as utilizing alternating current, unless expressly stated otherwise; and (j) the word "or" is not necessarily exclusive. Reference to "days", "months", "quarters" and "years" shall be to calendar days, months, quarters and years, unless expressly stated otherwise herein. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement. Any reference to any Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

29.5 Headings and Titles. The headings and section titles in this Agreement are for convenience of the Parties only and shall not be used to construe this Agreement.

29.6 Discontinued or Modified Index. If any index publisher discontinues publishing or substantially modifies any index utilized herein, then the index used herein will be modified to the most appropriate available index, with appropriate adjustments to take into account any changes in the location of measurement.

29.7 Severability. If any term, provision or condition of this Agreement is held to be invalid, void or unenforceable by a Governmental Authority and such holding is subject to no further appeal or judicial review, then such invalid, void, or unenforceable term, provision or condition shall be deemed severed from this Agreement and all remaining terms, provisions and conditions of this Agreement shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void or unenforceable terms, provisions or conditions with valid and enforceable provisions which achieve the purpose intended by the Parties to the greatest extent permitted by Law.

29.8 Waivers; Remedies Cumulative. No failure or delay on the part of a Party in exercising any of its rights under this Agreement or in insisting upon strict performance of provisions of this Agreement, no partial exercise by either Party of any of its rights under this Agreement, and no course of dealing, usage of trade or course of performance between the Parties shall constitute a waiver of the rights of either Party under this Agreement. Any waiver shall be effective only by a written instrument signed by the Party granting such waiver, and such shall not operate as a waiver of, or estoppel with respect to, any subsequent failure to comply therewith. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by Law or in equity. Notwithstanding the foregoing or any other provision hereof, for breach of any provision hereof for which an express remedy or measure of damages is provided (including sections 3.5 (Renewable Energy System), 3.6 (Shortfall; Replacement Costs), 3.7 (PC Shortfall; PC Replacement Costs), 8.4 (Failure to Achieve Commercial Operation), 8.5 (Delay Damages), 8.6 (Nameplate Damages) and 8.7 (Modification)), such express remedy or measure of damages will be the sole and exclusive remedy, the obligor's liability will be limited as set forth in such provision and all other remedies or damages at law or in equity are waived, unless the provision in question provides that the express remedies are in addition to other remedies that may be available. Notwithstanding the above, nothing in this section shall prohibit Buyer from exercising Buyer's right to exercise specific performance under Section 29.15.

29.9 Amendments. Amendments or modifications to this Agreement must be in writing and executed by an authorized representative of each Party. Buyer may determine that submitting an amendment or modification to this Agreement to the PUCN and FERC, as applicable, for filing, acceptance or approval shall be a condition precedent to the effectiveness of any such amendment.

29.10 Time is of the Essence. Time is of the essence to this Agreement and in the performance of all of the covenants, agreements, obligations and conditions hereof.

29.11 Choice of Law. This Agreement and the rights and obligations of the Parties hereunder shall be construed and governed by the Laws of the State of Nevada, except for such Laws that would require the application of the Laws of another jurisdiction.

29.12 Further Assurances. The Parties agree to execute and deliver promptly, at the expense of the Party requesting such action, any and all other and further instruments, documents and information which a Party may request and which are reasonably necessary or appropriate to give full force and effect to the terms and intent of this Agreement. Without limiting the foregoing, whenever revised or updated exhibits are delivered or generated hereunder for attachment to this Agreement, the Parties will memorialize the same in a reasonable written instrument, to be executed and delivered by both Parties.

29.13 Forward Contract. The Parties acknowledge and agree that this Agreement and the transactions contemplated hereunder constitute a "forward contract" within the meaning of the United States Bankruptcy Code.

29.14 No Third-Party Beneficiaries. Nothing in this Agreement nor any action taken hereunder shall be construed to create any duty, liability or standard of care to any third party, no third party shall have any rights or interest, direct or indirect, in this Agreement or the services to be provided hereunder, and this Agreement is intended solely for the benefit of the Parties, and the Parties expressly disclaim any intent to create any rights in any third party as a third-party beneficiary to this Agreement or the services to be provided hereunder.

29.15 Specific Performance. Subject to applicable rules of law and equity, Buyer shall be entitled to seek and obtain a decree compelling specific performance or granting injunctive relief with respect to, and shall be entitled, to enjoin any actual or threatened breach of any material obligation of Supplier hereunder. The Parties agree that specific performance (including temporary and preliminary relief) and injunctive relief are proper in the event of any actual or threatened breach of any material obligation of Supplier hereunder, and that, except as provided in Sections 8.4, 19.3 and 29.8, any liability limits contained herein shall not operate to limit the exercise of Buyer's remedies in equity to cause Supplier to perform its obligations hereunder. Supplier agrees that, except where this Agreement provides for the payment of liquidated damages or other specific amounts in Sections 3.4, 3.6, 3.7, 8.4, 8.5 and 8.6, it will not assert as a defense to Buyer's action for specific performance of, or injunctive relief relating to, Buyer's rights and Supplier's obligations hereunder that the amounts payable or paid by Supplier in respect of money damages constitute an adequate remedy for the breach of such obligation, and Supplier hereby conclusively waives such defense. Supplier shall at all times during the Term, own, lease, control, hold in its own name or be signatory to (as the case may be) all assets relating to the Facility to the extent necessary to prevent a material adverse effect on Buyer's right to specific performance or injunctive relief.

29.16 Naming Rights.

29.16.1 Supplier grants to Buyer for the Term an irrevocable right to designate the name by which the Facility will be known. The name of the Facility may include the name of a Buyer commercial customer. Supplier shall have the right to pre-approve such name, which approval shall not be unreasonably conditioned, delayed or denied. Buyer may modify the name during the Term, in each case subject to Supplier's right to pre-approve such modified name, which approval shall not be unreasonably conditioned, delayed or denied.

29.16.2 Supplier further grants to Buyer for the Term an irrevocable, right and license: (a) to install signage in a number, or a size and design and at a location and time (not earlier than sixty (60) days prior to the Commercial Operation Date) determined by Buyer, including the right to include commercial customers' names, corporate logos and other identifying information on such signage; provided, that all signage shall be subject to pre-approval by Supplier, which approval shall not be unreasonably conditioned, delayed or denied, and (b) to use images of the Facility in its communications with the public, including but not limited to written and

electronic media such as pamphlets, websites and social media, including the right to license and to determine the associating of images of the Facility with Buyer's designated corporate logo, and to permit commercial customers designated by Buyer these same image rights contained in this subsection (b); provided, that all uses of images of the Facility shall be subject to Supplier's prior approval, including with respect to issues of confidentiality and proprietary rights, which approval shall not be unreasonably conditioned, delayed or denied.

29.16.3 Buyer shall be responsible for all costs and expenses associated with (a) the selection and maintenance of the name, and modifications to the name; (b) creation, installation, maintenance and removal of signs; and (c) obtaining and using images of the Facility, including licensing corporate customers to do the same.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representative as of the Effective Date.

BUYER:

NEVADA POWER COMPANY

By: _____
Name: Brandon Barkhuff
Title: President and CEO

SUPPLIER:

AV ENERGY CENTER, LLC

By: _____
Name: Charles Spiliotis
Title: Chief Investment Officer

EXHIBIT 1

DESCRIPTION OF FACILITY

1. Name of Generating Facility: AV Energy Center, Phase 1

   (a) Location: Nye County, Nevada

   (b) Delivery Point: Sagebrush 500 kV Substation

2. Supplier: AV Energy Center, LLC

3. Parent: Longroad Energy Holdings, LLC

4. Operator: TBD

5. Equipment:

   (a) Type of Generating Facility: Solar

   (b) Installed Nameplate Capacity:

      (i) Total capacity: 632 MVA

      (ii) Expected Nameplate Capacity Rating: 600 MW AC @ +/- 0.95, subject to the provisions of Section 3.4.5

      (iii) Total gross output capacity: 600 MW_{ac}

      (iv) Total capacity net of Station Usage: 598.8 MW_{ac}

6. Operating Characteristics of Generating Facility:
   (a) VAR, leading: 197.2 MVAR
   (b) VAR, lagging (-): -197.2 MVAR
   (c) Controlled Ramp Rate (MW/minute): 60 MW/min
   (d) Minimum Operating Capacity (MW): 0 MW
   (e) Power Factor: +/- 0.95, subject to the provisions of Section 3.4.5

7. Type of Storage Facility: Lithium-ion Battery Energy Storage

8. Expected Storage Facility Nameplate Capacity Rating: 600 MW AC @ +/- 0.95 leading lagging.

9. Operating Characteristics of Storage Facility: Refer to Exhibit 24

EXHIBIT 2A

PRODUCT RATES

PRODUCT RATE

The Product Rate during the Stub Period (or, if there is no Stub Period because the Commercial Operation Date is January 1st, during the first Contract Year) and each subsequent Contract Year during the Term shall be $68.47 per MWh (the "Product Rate"). Notwithstanding the foregoing, if the Generating Facility is "placed in service" for purposes of the Code on or prior to December 31, 2030, then the Product Rate shall automatically be decreased to $35.47 per MWh. In addition, if the Generating Facility is "placed in service" for purposes of the Code after December 31, 2030, but Supplier is able to otherwise qualify for and monetize (through any tax equity financing or tax credit transfer) any Tax Credits (including PTCs or ITCs) for the Generating Facility pursuant to the Law in effect as of the date the Generating Facility is "placed in service", the Product Rate shall be decreased by one hundred percent (100%) of the Product Rate Adjustment, as determined pursuant to paragraph (B) below. In connection with the foregoing, Supplier shall use commercially reasonable efforts to (a) cause the Generating Facility to be "placed in service" for purposes of the Code on or prior to December 31, 2030, (b) satisfy the Beginning of Construction Requirements with respect to the Generating Facility by July 4, 2026, and (c) if applicable, satisfy any additional requirements for the Generating Facility to qualify for and monetize any Tax Credits. For this purpose, "Beginning of Construction Requirements" means the requirements contained in IRS Notice 2013-29 and Notice 2018-59, as modified or clarified by any successor IRS Notices or other guidance published by the Internal Revenue Service, including IRS Notice 2025-42. If requested by Buyer, Supplier shall provide reasonable documentation to Buyer or Buyer's advisors to support Supplier's compliance with this paragraph (A).

The Parties acknowledge and agree that as of the Effective Date the Facility is, pursuant to the BLM Leases, subject to an additional rental capacity fee of 3.9% of the Facility's annual gross proceeds from the sale of electricity pursuant to 81 CFR 92217, Dec. 19, 2016, as amended at 89 CFR 25964, Apr. 12, 2024; 89 CFR 35680, May 1, 2024; 89 CFR 104890, Dec. 26, 2024; 90 CFR 36114, Aug. 1, 2025 (available at: https://www.ecfr.gov/current/title-43/subtitle-B/chapter-II/subchapter-B/part-2800#p-2806.52(b)) (the "Capacity Fee"). To the extent that the Facility is not subject to the Capacity Fee or the Capacity Fee reverts to an amount lower than or equal to that in effect prior to August 1, 2025, the Product Rate shall be reduced by $1.00/MWh (or, to the extent the Product Rate has been reduced pursuant to the second sentence of the foregoing paragraph, $0.50/MWh) for the duration of time that the Facility is not subject to the Capacity Fee or the Capacity Fee has reverted to amounts lower than or equal to that in effect prior to August 1, 2025.

For purposes of this Exhibit 2A, "BLM Leases" means, collectively, (a) that certain Right-of-Way Lease NVNV-106299839 by and between the BLM and Buyer, effective as of September 13, 2023 and (b) that certain Right-of-Way Lease NVNV-106299890 by and between the BLM and Buyer, effective as of September 13, 2023.

(B) For purposes of this Exhibit 2A, the "Product Rate Adjustment" shall be an amount expressed in $/MWh determined by an independent accounting firm reasonably agreed to by the Parties (the "Independent Accountant"), calculated as follows:

(1) The net present value of the Tax Credits for the Generating Facility which Supplier is able to qualify for and monetize shall be determined by the Independent Accountant, net of all demonstrated incremental costs, including without limitation third-party legal costs, capital costs, operating costs, financing or similar costs, incurred by Seller in order to capture such Tax Credit value, and calculated assuming a discount rate equal to eight percent (8.00%);

(2) The value determined pursuant to clause (1) above shall be converted to a pre-tax amount by dividing that amount by the quantity of one (1) minus the highest marginal Federal corporate income tax rate expressed as a decimal (e.g., 0.21 for a 21% tax rate); and

(3) the Product Rate Adjustment shall be equal to the amount determined in clause (2) above divided by the expected net output of the Generating Facility over the remaining Term of this Agreement. For the avoidance of doubt, in no case shall the Product Rate Adjustment increase the Product Rate in effect as of the Effective Date.

PTC RATE

The "PTC Rate" means the rate used to calculate the PTCs for the Generating Facility that Supplier anticipates reflecting on the IRS Form 8835 (or any successor form thereto) to be filed by Supplier as part of its timely filed federal income tax return for the applicable taxable year (expressed in $/MWh), assuming (i) a base credit amount determined pursuant to Section 45(a)(1), Section 45(b)(6)(A), or Section 45Y(a) (applying either the applicable amount in Section 45Y(a)(2)(A) or Section 45Y(a)(2)(B)) of the Code, as applicable, in each case as in effect as of the Effective Date, and (ii) the inflation adjustment factor and reference price for solar used to determine the PTC as set forth in the most recently published IRS notice of such items, and (if applicable) any subsequent updates or corrections, and (iii) any applicable increases or decreases to the credit amount pursuant to Section 45(b)(3), Section 45(b)(9), Section 45(b)(11), Section 45Y(g)(7), Section 45Y(g)(8), and Section 45Y(g)(11) of the Code. Following the PTC Period, or if Supplier does not claim the PTC with respect to the Generating Facility, the PTC Rate shall be zero (0). For purposes of this Exhibit 2A, the "After-Tax Basis" means, with respect to any payment received or deemed to have been received by Supplier, the amount of such payment (the "Base Payment") supplemented by a further payment (the "Additional Payment") to Supplier so that the sum of the Base Payment plus the Additional Payment shall, after deduction of the amount of all taxes (including federal, state or local income taxes) required to be paid by Supplier in respect of the receipt or accrual of the Base Payment and the Additional Payment (taking into account any current or previous credits or deductions arising from the underlying event giving rise to the Base Payment and Additional Payment), be equal to the amount required to be received. Such calculations shall be made on the assumption that Supplier is subject to federal income taxation at the

highest applicable statutory rate applicable to corporations for the relevant period or periods, and state and local taxes at an applicable statutory rate in the aggregate equal to five percent (5%) with respect to such Base Payment and Additional Payment, and shall take into account the deductibility (for federal income tax purposes) of such state and local income taxes. At the time Supplier first delivers an invoice to Buyer for Economic Curtailed Product pursuant to Section 7.2, Supplier shall attest to Buyer in writing (the "Attestation") the PTC Rate and the assumptions underlying the PTC Rate, including (A) whether taxpayer is claiming the PTC under Section 45 or Section 45Y of the Code, (B) whether the increased credit amount under Section 45(b)(6)(A) or the applicable amount described under Section 45Y(a)(2)(B) applies, and (C) whether any additional credit increases (such as the bonus for domestic content or location in an energy community) or decreases (such as the reduction for tax-exempt bonds) apply. The Attestation shall be signed by a representative of Supplier with knowledge of the matters set forth therein. Supplier shall provide Buyer with an updated Attestation if any of the underlying assumptions addressed in the Attestation change during the PTC Period. For purposes of this Exhibit 2A, the "PTC Period" means the period commencing on the Commercial Operation Date and ending on the ten (10) year anniversary of the Commercial Operation Date.

STORAGE RATE

- The Storage Rate during the Stub Period (or, if there is no Stub Period because the Commercial Operation Date is January 1st, during the first Contract Year) and each subsequent Contract Year during the Term shall be equal to the product of $12,340.00 per MW-month and (b) the applicable Storage Contract Capacity (the "Storage Rate").

EXHIBIT 2B

FORM OF MONTHLY ENERGY INVOICE

Supplier Letterhead

Facility: _____ **Date:** _____

Facility ID: _____ **Billing Period:** _____

Invoice Number: _____

CURRENT MONTHLY BILLING DATA INPUT

Pricing	**$/MWh**
Product Rate	
Provisional Rate	
Test Energy Rate	
PTC Rate	

Monthly Supply Amount (kWh)	**On-Peak**
Supply Amount	
Excused Product	
Planned Outages	
Force Majeure	
Emergencies	
Curtailed Product	
Economic Curtailed Product	
Total Excused Product	

Delivered Amount (kWh)	**On-Peak**	**Off-Peak**
Net Energy (excluding Excess Energy)		
Excess Energy		
Total Delivered Amount		

Storage Pricing	**$/MW**
Storage Rate	

CURRENT MONTHLY INVOICE CALCULATION

	Net Energy		**Rate/kWh**		**Amount**
a. Product[1]		x		=	$
b. Excess Energy		x		=	$
c. Provisional Energy		x		=	$
d. Test Energy		x		=	$
e. Shortfall/Replacement Cost (from page 2B-2)					$
f. Storage Rate					

g. Total Product Payment (a+b+c+d-e+f) $ _____

h. Adjustments (+/-) $ _____

TOTAL AMOUNT DUE (g + h) $ _____

PAYMENT DUE DATE NO LATER THAN: _____

REPLACEMENT COST CALCULATION – For Billing Period: September

[1] Excluding Provisional Energy and Test Energy

Summer On-Peak

a. Monthly On-Peak Supply Amounts	_____	kWh
b. Excused Product – On-Peak	_____	kWh
c. Difference (a – b)	_____	kWh
d. 90% of Difference (0.90 * c)	_____	kWh
e. Delivered Amount	_____	kWh
Shortfall (Y/N)?	_____	
f. Shortfall Amount (max d – e or zero)	_____	kWh
Replacement Cost Calculation		
g. Average On-Peak COB	_____	$/MWh
h. Summer On-Peak Product Rate	_____	$/MWh
i. Difference (max g – h or zero)	_____	$/MWh
j. 10% of Product Rate (0.1 x i)	_____	$/MWh
k. Replacement Cost (max of f * j or f * i)	$ _____	

REPLACEMENT COST CALCULATION – For Billing Period: December

Non-Summer On-Peak

l. Monthly On-Peak Supply Amounts	_____	kWh
m. Excused Product – On Peak	_____	kWh
n. Difference (l – m)	_____	kWh
o. 90% of Difference (0.90 * n)	_____	kWh
p. Delivered Amount	_____	kWh
q. Shortfall (Y/N)?	_____	
r. Shortfall Amount (max o – p or zero)	_____	kWh
Replacement Cost Calculation		
s. Average On-Peak COB	_____	$/MWh
t. Non-Summer On-Peak Product Rate	_____	$/MWh
u. Difference (max s – t or zero)	_____	$/MWh
v. Replacement Cost (r * u)	$ _____	

Date	Hour Ending	On-Peak/ Off-Peak	Supply Amount	Total Delivered Amount	Base Product Amount	Product Rate	Storage Rate]	Base Product Cost	Excess Energy	Maximum Amount Energy	Excused Product	Reason for Excused
Total On-Peak												
Total Off-Peak												
Totals												

2B-3

EXHIBIT 2C

FORM OF PC REPLACEMENT INVOICE

Buyer Letterhead

Facility: _____
Facility ID: _____

Date: _____
Contract Year(s): _____
Invoice Number: _____
Payment Due Date: _____

Contract Year Data	**PCs**
a. Yearly PC Amount	
b. Delivered PCs	
PCs associated with Excused Product	
c. Planned Outage	
d. Force Majeure	
e. Emergencies	
f. Curtailed Product	
g. Economic Curtailed Product	
h. Excused Product (c + d + e + f + g)	
i. PC Shortfall Amount (a – b – h)	

PC REPLACEMENT CALCULATION

j. PC Replacement Rate	$
k. PC REPLACEMENT COSTS (i * j)	$

EXHIBIT 3A

DESCRIPTION OF PROJECT SITE

RIGHT-OF-WAY LEASE
NVN-106299890 (Parcel B)

Mount Diablo Meridian, Nevada

T. 14 S., R. 47 E., unsurveyed.

sec. 21, E1/2NE1/4SE1/4;

sec. 22, N1/2SW1/4, N1/2SW1/4SW1/4, SE1/4SW1/4SW1/4, SE1/4SW1/4, and SE1/4;

sec. 23, S1/2;

sec. 24, SW1/4, and W1/2SE1/4, those portions lying southwesterly of the southwesterly boundary of right-of-way CC-018078 (U.S. Hwy. 95);

sec. 25, W1/2NE1/4 and W1/2;

sec. 26;

sec. 27, NE1/4, NE1/4NW1/4, NE1/4NW1/4NW1/4, N1/2SE1/4NW1/4, SE1/4SE1/4NW1/4, NE1/4NE1/4SW1/4, N1/2SE1/4, N1/2SW1/4SE1/4, SE1/4SW1/4SE1/4, and SE1/4SE1/4;

sec. 34, NE1/4NE1/4, NE1/4NW1/4NE1/4, and E1/2SE1/4NE1/4;

sec. 35, N1/2, N1/2SW1/4, NE1/4SW1/4SW1/4, SE1/4SW1/4, and SE1/4;

sec. 36, NW1/4, N1/2SW1/4, SW1/4SW1/4, and N1/2SE1/4SW1/4, and SW1/4SE1/4SW1/4.

T. 15 S., R. 47 E., unsurveyed.

sec. 1, NW1/4NW1/4NW1/4;

sec. 2, N1/2NE1/4NE1/4, SW1/4NE1/4NE1/4, NW1/4NE1/4, N1/2SW1/4NE1/4, N1/2NE1/4NW1/4, and SE1/4NE1/4NW1/4.

The areas described contain approximately 3,451 acres, more or less, based on GIS information.

EXHIBIT 3B

MAP DEPICTING PROJECT SITE

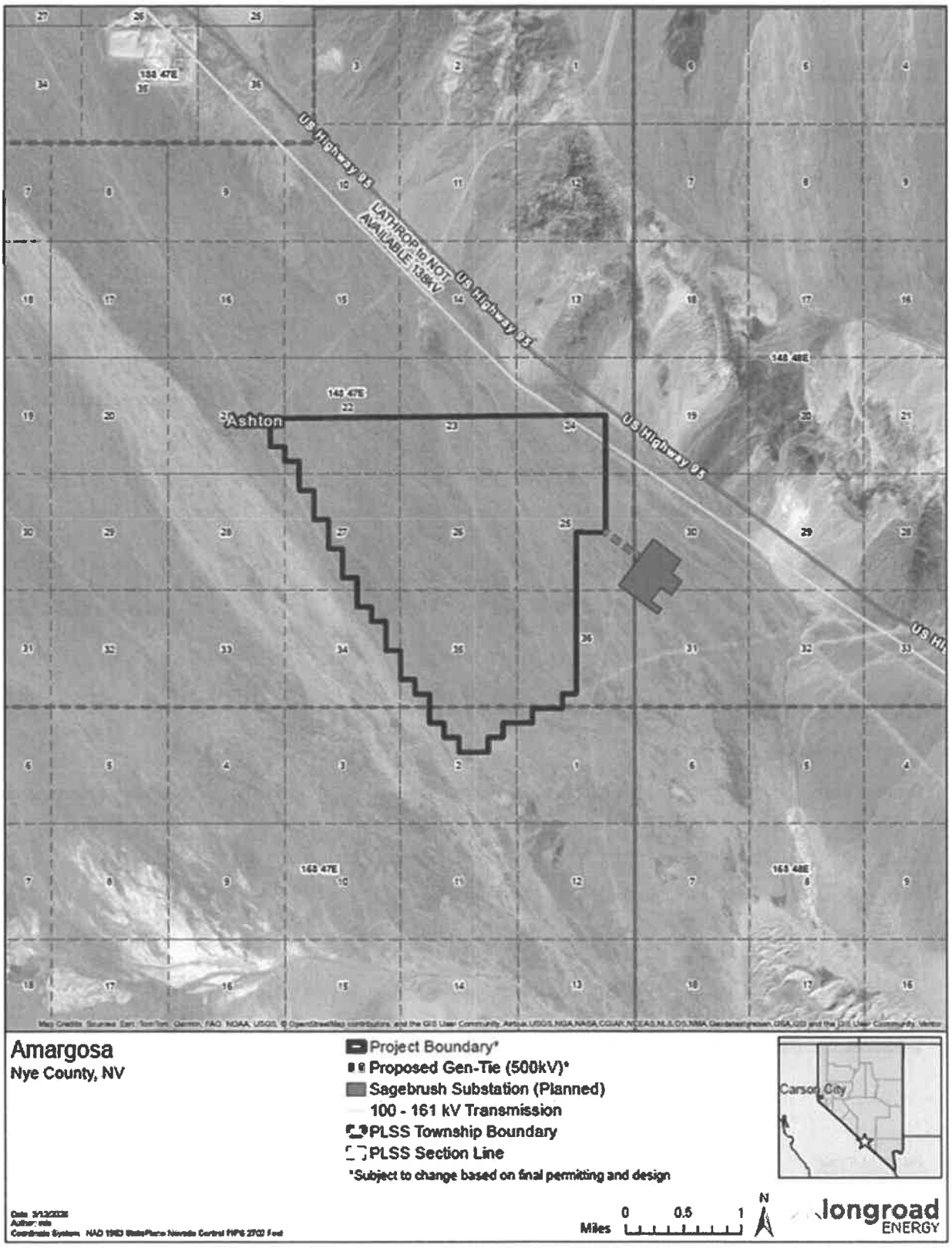


EXHIBIT 4

NOTICES, BILLING AND PAYMENT INSTRUCTIONS

SUPPLIER:

AV Energy Center, LLC

Contact	Mailing Address	Phone	E-mail
CONTRACT REPRESENTATIVE:			
Prior to Commercial Operation Date:			
Rebecca Kelly	125 High Street, High Street Tower, Suite 1705, Boston, MA 02110	415-792-6081	rebecca.kelly@longroadenergy.com
With a copy to:			
General Counsel	125 High Street, High Street Tower, Suite 1705, Boston, MA 02110		Contracts@longroadenergy.com
From and after Commercial Operation Date:			
Asset Management/Operations	125 High Street, High Street Tower, Suite 1705, Boston, MA 02110		services@longroadenergy.com
OPERATING REPRESENTATIVE:			
Prior to Commercial Operation Date:			
Rebecca Kelly	125 High Street, High Street Tower, Suite 1705, Boston, MA 02110	415-792-6081	rebecca.kelly@longroadenergy.com
From and after Commercial Operation Date:			
Asset Management/Operations	125 High Street, High Street Tower, Suite 1705, Boston, MA 02110		services@longroadenergy.com
CHARGING AND DISCHARGING NOTICE COMMUNICATIONS:	[To be provided by Supplier]		
OPERATING NOTIFICATIONS:	[To be provided prior to start of construction]		
Prescheduling			
Real-Time			
Monthly Checkout			

INVOICES:

[To be provided by Supplier]

Accounts Payable	125 High Street, High Street Tower, Suite 1705, Boston, MA 02110	Ap@longroadenergy.com

PAYMENT INSTRUCTIONS [To be provided by Supplier]

BUYER: NV ENERGY

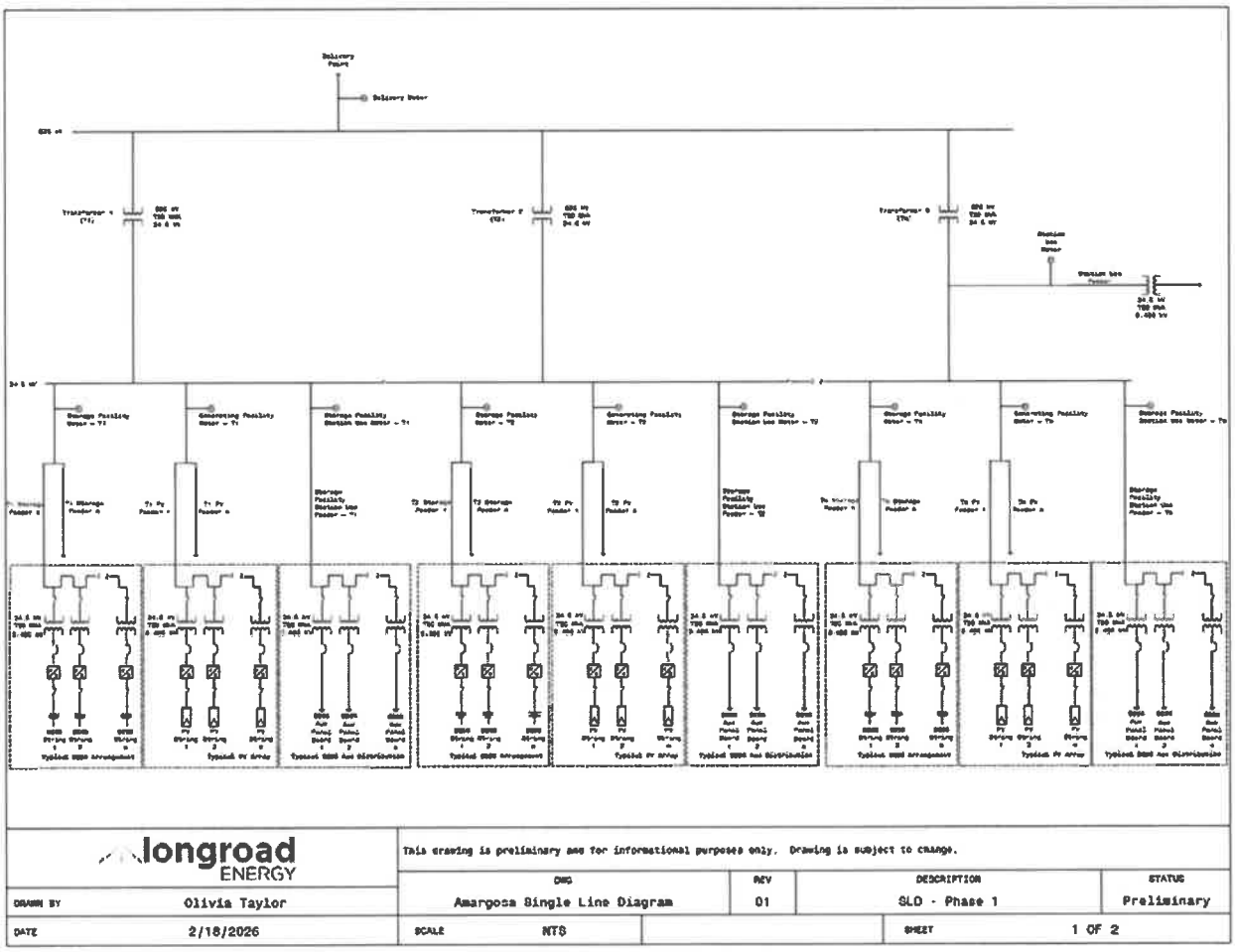
Contact	Phone	E-mail
CONTRACT REPRESENTATIVE:		
Director, Contract Management & Spec Programs 7155 S. Lindell Road, MS B13RE Las Vegas, NV 89118	702/402-5747	ContractManagement@nvenergy.com
OPERATING REPRESENTATIVES		
Scheduling		
- Portfolio Analytics	702/402-1980	PortfolioAnalytics@nvenergy.com
- Generation Dispatch (Control Area Operations)	702/402-7111	sysopr@nvenergy.com
- Seven Day Ahead Schedules	N/A	nveopr@nvenergy.com
- Daily Availability Notice- (Spreadsheet)	702/402-1980	PortfolioAnalytics@nvenergy.com
Emergencies (including Force Majeure)		
- Grid Reliability (NPC)	702/402-6671	TransmissionOperationsNVES@nvenergy.com
- Grid Reliability (SPPC)	775/834-4216	TransmissionOperationsNVEN@nvenergy.com
- Portfolio Analytics	702/402-1980	PortfolioAnalytics@nvenergy.com
Planned Outages-NPC	702/402-6602	esccoc@nvenergy.com
Planned Outages-SPPC	775/834-4716	esccoc@nvenergy.com
Metering-NPC	702/402-6163	EMOSouth@nvenergy.com
Metering-SPPC	775/834-7527	EMONorth@nvenergy.com
INVOICES		
Energy Supply Contract Management 7155 S. Lindell Road, MS B13RE Las Vegas, NV 89118	702/402-5747	ContractManagement@nvenergy.com
CC all invoices to: Fuel & Purchased Power Accounting 6100 Neil Road, M/S S2A20 Reno, NV 89511	775/834-6281	curtis.mcelwee@nvenergy.com

"EVENT OF DEFAULT", "COMMERCIAL OPERATION DATE" AND "FORCE MAJEURE"
CC all notices to:
Office of General Counsel
6226 W. Sahara Ave, M/S 3A
Las Vegas, NV 89146

EXHIBIT 5

ONE-LINE DIAGRAM OF FACILITY AND DELIVERY POINT

Attached is a one-line diagram of the Facility, which indicates the Delivery Point and the ownership and the location of Meters, including the Storage Facility Metering Point.



longroad ENERGY	This drawing is preliminary and for informational purposes only. Drawing is subject to change.				
	DWG	REV	DESCRIPTION	STATUS	
DRAWN BY: Olivia Taylor	Amargosa Single Line Diagram	01	SLD - Phase 1	Preliminary	
DATE: 2/18/2026	SCALE: NTS		SHEET: 1 OF 2		

EXHIBIT 6

PROJECT MILESTONE SCHEDULE

1. All time periods are in months after the BLM NTP Date (designated as "AA" below). Any other timing is as otherwise described in specific items below (except as provided in the definition of Commercial Operation Deadline). Buyer will promptly update this Exhibit 6 with actual dates after the BLM NTP Date.

2. All milestones may be completed earlier than stated times, at the sole option of Supplier.

A) Project Milestone: Supplier shall apply for a Provisional Large Generator Interconnection Agreement ("PLGIA") for the Facility.

Completion Date: Zero (0) months AA.

Documentation: Supplier shall provide Buyer with an officer's certificate from an authorized representative of Supplier certifying that it has applied for the PLGIA and enclosing a true, correct and complete copy of the same.

B) Project Milestone: Supplier shall obtain all Required Facility Documents to construct the Facility.

Completion Date: Twelve (12) months AA.

Documentation: Supplier shall provide Buyer with an officer's certificate from an authorized representative of Supplier certifying that the Required Facility Documents required to construct the Facility which are required in accordance with applicable Law and Good Utility Practice have been obtained and enclosing true, correct, and complete copies of the same, together with the metering system design for the Facility (submitted for Buyer's approval in accordance with Section 7.1) and a completed version of Exhibits 11 and 14.

C) Project Milestone: Supplier's major equipment shall be delivered to the Project Site.

Completion Date: Twenty-Six (26) months AA.

Documentation: Supplier shall provide Buyer with an officer's certificate from an authorized representative of Supplier certifying that the major equipment (including step-up and medium voltage transformers and solar panels, storage, trackers and inverters and battery equipment) has been delivered to the Project Site, and enclosing reasonable documentation of the same.

D) Project Milestone: Supplier shall obtain all Required Facility Documents to operate the Facility.

Completion Date: The Commercial Operation Deadline.

Documentation: Supplier shall provide Buyer with an officer's certificate from an authorized representative of Supplier certifying that the Required Facility

Documents to operate the Facility pursuant to Exhibit 12 and which are otherwise required in accordance with applicable Law and Good Utility Practice have been obtained and enclosing true, correct and complete copies of the same, together with reasonable documentation evidencing registration with PC Administrator.

E) Project Milestone: The Facility achieves the Operation Date.

Completion Date: Twenty-Four (24) months AA.

Documentation: Buyer's Meters shall record Energy being delivered from the Generating Facility to Buyer at the Delivery Point and to the Storage Facility at the Storage Facility Metering Point and Discharging Energy being delivered from the Storage Facility to Buyer at the Delivery Point, and Supplier provides Buyer with an officer's certificate from an authorized representative of Supplier certifying the Facility satisfies the definition of Operation Date.

CRITICAL PROJECT MILESTONES

F) Project Milestone: Supplier shall execute all Construction Contracts and Major Equipment Contracts for the Facility.

Completion Date: Four (4) months AA.

Documentation: Supplier shall provide Buyer with (a) an officer's certificate from an authorized representative of Supplier certifying that all Construction Contracts and Major Equipment Contracts have been executed and are in full force and effect and (b) a certificate from the Licensed Professional Engineer certifying that the equipment procured pursuant to the Major Equipment Contracts meets the Equipment Specifications. The officer's certificate shall include a listing of Construction Contractors and Major Equipment Contract suppliers, contract execution dates, quantities and delivery schedules, sufficient to complete the Facility.

G) Project Milestone: Supplier, or its Construction Contractor primarily responsible for the engineering, construction and procurement of the Facility shall execute the Work Site Agreement.

Completion Date: Twelve (12) months AA.

Documentation: Supplier shall provide Buyer with an Officer's certificate from an authorized representative of Supplier certifying that the Work Site Agreement is in full force and effect and enclosing a true, correct and complete copy of the same.

H) Project Milestone: Supplier shall demonstrate to Buyer that it has completed financing for construction of the Facility.

Completion Date: Twelve (12) months AA.

Documentation: Supplier shall provide Buyer with an officer's certificate from an authorized Representative of Supplier certifying that debt and equity financing arrangements have been executed and are effective for funding of one hundred percent (100%) of the construction financing of the Facility.

I) Project Milestone: Notice to Proceed has been issued to the Construction Contractor under the Construction Contract and construction of the Facility has commenced.

Completion Date: Twelve (12) months AA.

Documentation: Supplier shall provide Buyer with an officer's certificate from an authorized Representative of Supplier certifying that attached are true, correct and complete copies of (i) the executed Notice to Proceed acknowledged by the Construction Contractor and documentation from qualified professionals which indicates that physical work has begun at the Project Site regarding the construction of the Facility and (ii) an ALTA Survey for the Project Site.

J) Project Milestone: The Facility achieves the Commercial Operation Date.

Completion Date: December 31, 2030 ("Commercial Operation Deadline")

Documentation: Supplier shall provide Buyer with the certifications required by Section 8.3.2.

EXHIBIT 7

PERFORMANCE TESTS

1. Performance tests required by the Construction Contract and the Major Equipment Contracts. Supplier shall provide evidence of satisfactory completion of all equipment testing contemplated or required under the Construction Contract and the Major Equipment Contracts.

2. Such other tests as may be required by Law or by Buyer to document resource supply, including the performance testing provided for in Exhibit 7A and specific tests such as storage capacity testing, self-discharge testing, auxiliary load testing, roundtrip efficiency testing and integrated facility testing unless they have already been tested as part of Construction Contract requirements.

EXHIBIT 7A

PERFORMANCE TESTING

Required Tests:

1. Full Nameplate Output Testing
2. Lagging Reactive Power Capability Testing
3. Leading Reactive Power Capability Testing
4. NERC Required Testing

EXHIBIT 7A

PERFORMANCE TESTING

PRE-TESTING REQUIREMENTS

Supplier shall provide Buyer (in coordination with the Transmission Provider) a test plan including but not limited to testing dates and voltage, real power, and reactive power scheduling for approval thirty (30) days prior to the first test start date. Subject to any applicable Transmission Provider Instructions or other requirements, Buyer (in coordination with the Transmission Provider) shall provide a response no later than ten (10) days after submission approving the plan or providing date modifications and voltage, real power, and reactive power curtailments per Transmission System constraints. If necessary, Supplier shall provide an updated test plan for approval or further modifications by Buyer. Testing data for tests 1 through 3 must be certified by the Licensed Professional Engineer pursuant to Section 8.3.2.2 of the Agreement.

1 FULL NAMEPLATE OUTPUT TESTING

1.1 Supplier shall demonstrate full nameplate output capacity of the Generating Facility and Storage Facility individually at +0.95PF (leading) and -0.95PF (lagging) for (1) one hour for each test per table below.

Reactive Power Target (MVAR)	Reactive Power Response (MVAR)	Real Power Target (MW)	Real Power Response (MW)	Power Factor Target	Power Factor Response
		100% (Generating Facility)**		-0.95	
		100% (Generating Facility)**		+0.95	
		100% (Storage Facility)**		-0.95	
		100% (Storage Facility)**		+0.95	

***100% of expected power output based on the designed energy model. Individual tests shall be performed for both Generating Facility and Storage Facility.*

Pass/Fail Criteria		
Generating Facility and Storage Facility measured response level shall be within the greater of ±1% of the expected response level as measured on one (1) minute averages.		
Passed	Failed	Date:
Test Performed by:		
Test Witnessed by:		

Notes/Test Conditions:

EXHIBIT 7A

PERFORMANCE TESTING

2 LAGGING REACTIVE POWER CAPABILITY TESTING

2.1 Supplier shall demonstrate the maximum lagging reactive power capability of the Generating Facility and the Storage Facility for one (1) hour for each test per the table below.

Reactive Power Target (MVAR)	Reactive Power Response (MVAR)	Real Power Target (MW)	Real Power Response (MW)	Power Factor Target	Power Factor Response
*		0*		0	
*		0*		0	
		[TBD relative to Facility Capability] % (Generating Facility)**		-0.90	
		100% (Generating Facility)**		-0.95	
		[TBD relative to Facility Capability]% (Storage Facility)**		-0.90	
		100% (Storage Facility)**		-0.95	

** Reactive-Power Target subject to final system design and engineering. The tests do not need to be performed at night; however, they need to simulate nighttime conditions. This means no DC input to the inverters from the Generating Facility and/or Storage Facility. Typically, inverter should not require DC voltage to manage VAR. Although the system voltage during the day will likely be lower, the reactive power test varying the voltage-hold point will show Generating Facility and Storage Facility response.*

***100% of expected power output based on the designed energy model. Individual tests must be performed for both the Generating Facility and Storage Facility. However, for a DC-coupled Storage Facility, only the Generating Facility will be required for the 100% real power output test indicated in the above table.*

Pass/Fail Criteria		
Generating Facility and Storage Facility measured response level shall be within the greater of ±5% of the expected response level as measured on one (1) minute averages.		
Passed	Failed	Date:
Test Performed by:		
Test Witnessed by:		

Notes/Test Conditions:

EXHIBIT 7A

PERFORMANCE TESTING

3 LEADING REACTIVE POWER CAPABILITY TESTING

3.1 Supplier shall demonstrate the maximum leading reactive power capability of the Generating Facility and the Storage Facility for one hour for each test per the table below.

Reactive Power Target (MVAR)	Reactive Power Response (MVAR)	Real Power Target (MW)	Real Power Response (MW)	Power Factor Target	Power Factor Response
*		0*		0	
*		0*		0	
		[TBD relative to Facility Capability] % (Generating Facility)**		+0.90	
		100% (Generating Facility)**		+0.95	
		[TBD relative to Facility Capability]% (Storage Facility)**		+0.90	
		100% (Storage Facility)**		+0.95	

** Reactive-Power Target subject to final system design and engineering. The tests do not need to be performed at night; however, they need to simulate nighttime conditions. This means no DC input to the inverters from the Generating Facility and the Storage Facility. Typically, the inverters should not require DC voltage to manage VAR. Although the system voltage during the day will likely be lower, the reactive power test varying the voltage-hold point will show Generating Facility and Storage Facility response.*

***100% of expected power output based on the designed energy model. Individual tests must be performed for both the Generating Facility and Storage Facility. However, for a DC-coupled Storage Facility, only the Generating Facility will be required for the 100% real power output test indicated in the above table.*

Pass/Fail Criteria		
Generating Facility and Storage Facility measured response level shall be within the greater of ±5% of the expected response level as measured on one (1) minute averages.		
Passed	Failed	Date:
Test Performed by:		
Test Witnessed by:		

Notes/Test Conditions

EXHIBIT 7A

PERFORMANCE TESTING

4 NERC REQUIRED TESTING***

4.1 The Supplier shall be responsible for conducting testing as mandated by NERC in the most recent versions of standards MOD-025-2, MOD-026-1, MOD-027-1, and providing all necessary modeling data as required by MOD-032-1.

4.2 These tests must be performed under each relevant configuration of the Facility:

- Generating Facility Only: For DC-coupled facilities, testing is required only for the Generating Facility during daylight conditions at 100% power output.
- Generating Facility and Storage Facility: For AC-coupled Facilities, each of the Generating Facility and Storage Facility must be individually modeled and tested at 100% of its power output.
- Storage Facility Only: If the Facility is solely a Storage Facility, testing is required for the Storage Facility at 100% power output.

*** *These tests are not part of performance tests that are required to be completed prior to Commercial Operation and will be excluded from the certifications required by Sections 8.3.2.1 and 8.3.2.2 of the Agreement. These tests will be completed and submitted for approval within ninety (90) days of Commercial Operation, notwithstanding that the NERC requirement allows for these tests to be completed up to one (1) year after Commercial Operation. After submission, Buyer has ten (10) Business Days to review and approve the testing results.*

Pass/Fail Criteria		
Generating Facility and Storage Facility successfully completed all testing mentioned above and all modeling data meets NV Energy's requirements		
Passed	Failed	Date:
Test Performed by:		
Test Witnessed by:		

Notes/Test Conditions:

EXHIBIT 8

FORM OF AVAILABILITY NOTICE

Note: Form of Availability Notice to be provided by Buyer to Supplier in Excel format. The format of the form may not be changed, except by Buyer.[2]

Date For Notice: _____

Supplier: _____

Name of Suppliers Representative: _____

Buyer: Nevada Power Company d/b/a NV Energy

Contact Info: Supplier Address here
City, State, Zip here
123-456-7890

Hour	Net Availability From Plant MWh	Total Derating MWh	Plant Total MWh	Cause and Time of Derating
1:00	0	0	0	
2:00	0	0	0	
3:00	0	0	0	
4:00	0	0	0	
5:00	0	0	0	
6:00	0	0	0	
7:00	0	0	0	
8:00	0	0	0	
9:00	0	0	0	
10:00	0	0	0	
11:00	0	0	0	
12:00	0	0	0	
13:00	0	0	0	
14:00	0	0	0	

[2] NTD: Exhibit 8 to accommodate relevant information with respect to the Storage Facility.

15:00	0	0	0	
16:00	0	0	0	
17:00	0	0	0	
18:00	0	0	0	
19:00	0	0	0	
20:00	0	0	0	
21:00	0	0	0	
22:00	0	0	0	
23:00	0	0	0	
0:00	0	0	0	
Total	0	0	0	

Include other considerations current or anticipated events potentially impacting the Generating Facility's ability to produce the Delivered Amount or Ancillary Services including any Supplier plans to charge the battery.

Note: Supplier to submit Form of Availability Notice in Excel format to Balancing Authority Area Operator as identified in Exhibit 4 Notices. Form requires 7 days of availability.

EXHIBIT 9

BUYER'S REQUIRED REGULATORY APPROVALS

1. PUCN Approval of this Agreement.

2. Other Buyer Required Regulatory Approvals as may be required.

EXHIBIT 10

SUPPLIER'S REQUIRED REGULATORY APPROVALS

1. Renewable Energy System certification.

2. PUCN Approval of this Agreement.

3. Although obtaining EWG status is not a Supplier Required Regulatory Approval, if Supplier elects to obtain EWG status for the Facility, Supplier shall obtain: (a) a Notice of Self Certification as an EWG, or (b) an order from FERC granting the Facility EWG status.

4. Market-Based-Rate Authority based on Supplier's status as a "public utility" under the Federal Power Act, FERC authorization under section 205 of the Federal Power Act to make sales of electric energy, capacity, and Ancillary Services from the Facility.

5. Other Supplier Required Regulatory Approvals as may be required.

EXHIBIT 11

TECHNICAL SPECIFICATIONS

In accordance with Section 8.1, Supplier shall provide, not later than Supplier's completion of the Project Milestone in Section 2(A) of Exhibit 6 relating to obtaining Required Facility Documentation for construction of the Facility, a completed version of Exhibit 11.

EXHIBIT 12

REQUIRED FACILITY DOCUMENTS

1. Supplier to provide *prior to* Commercial Operation Date:
    a. California Energy Commission, Renewable Portfolio Standard Pre-Certification and Certification, if applicable.
    b. Western Renewable Energy Generation Information System (WREGIS), registrations, if applicable.
    c. U.S. Energy Information Administration, filing of Forms 860.
    d. Federal Energy Regulatory Commission, certification of exempt wholesale generator (EWG) status or qualifying facility (QF) status, if required.
    e. Conditionally Exempt Small Quantity Generator or Small Quantity Generator identification number, if required.
    f. Federal Energy Regulatory Commission market based rate authorization, if required.
    g. This Agreement.
    h. Each Construction Contract.
    i. Each Major Equipment Contract.
    j. Operating and maintenance agreement.
    k. IA.
    l. Utilities' permission to operate.
    m. PUCN Approval of this Agreement.
    n. Site control documentation demonstrating ownership of, a leasehold interest in, or a right of way grant to develop a site for the purpose of constructing the Facility.
    o. Work Site Agreement.
    p. Shared Facilities Agreement, if applicable.
    q. Supplier to list all other Pre-Commercial Operation Date Required Facility Documents.
2. Supplier to provide *after* Commercial Operation Date.
    a. Nevada Renewable Energy System endorsement from the PUCN following activation of the unit in WREGIS.
    b. U.S. Energy Information Administration, filing of Form 923.
    c. Shared Facilities Agreement, if applicable.
    d. Supplier to list all other post-Commercial Operation Date Required Facility Documents.

EXHIBIT 13

SUPPLY AMOUNT

The Supply Amount(s) shall be the Energy amounts for each Delivery Hour that shall be delivered by Supplier to Buyer, pursuant to this Agreement, as specified by each value in the attached table below.

		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
0100	Off-Peak	0	0	0	0	0	0	0	0	0	0	0	0
0200		0	0	0	0	0	0	0	0	0	0	0	0
0300		0	0	0	0	0	0	0	0	0	0	0	0
0400		0	0	0	0	0	0	0	0	0	0	0	0
0500		0	0	0	0	0	0	0	0	0	0	0	0
0600		0	0	0	21.0	107.2	144.7	76.0	28.6	0.9	0	0	0
0700	On Peak	0	0.2	75.2	238.4	386	411.4	326.5	269.9	181.7	83.4	2.3	0
0800		64.8	137.1	332.0	480.2	534.5	527.2	512.3	494.1	454.2	351.0	171.1	78.6
0900		261.4	356.9	468.2	506.9	562.5	563.9	565.1	561.7	540.8	462.0	367.7	281.0
1000		359.5	424.6	484.7	525.8	560.2	561.2	573.2	570.1	539.8	471.7	388.7	336.7
1100		347.5	419.5	498.0	540.4	553.0	571.2	558.6	564.1	540.8	458.2	371.9	326.0
1200		331.9	404.5	502.4	552.4	549.0	570.7	564.6	552.1	532.5	442.6	359.3	316.0
1300		347.2	413.1	509.5	546.0	539.2	572.9	569.6	555.9	520.9	445.9	364.7	311.1
1400		341.4	421.0	517.8	561.0	541.2	579.7	549.1	562.2	516.3	448.3	373.1	317.8
1500		361.0	434.2	498.6	527.4	532.6	569.5	544.1	553.7	519.8	434.3	362.8	309.8
1600		238.1	369.8	446.8	503.2	516.2	535.0	529.6	529.6	497.4	325.1	184.3	149.1
1700		45.9	149.2	267.7	375.1	440.0	474.3	454.7	429.7	295.9	89.2	3.1	0.4
1800		0	0.2	43.6	127.7	218.7	272.2	258.2	180.0	49.5	0	0	0
1900		0	0	0	0	18.3	53.5	45.1	5.6	0	0	0	0
2000		0	0	0	0	0	0	0	0	0	0	0	0
2100		0	0	0	0	0	0	0	0	0	0	0	0
2200		0	0	0	0	0	0	0	0	0	0	0	0
2300	Off-Peak	0	0	0	0	0	0	0	0	0	0	0	0
2400		0	0	0	0	0	0	0	0	0	0	0	0
Daily Supply Amount (MWh)		2698	3530	4644	5505	6058	6407	6126	5857	5190	4011	2949	2426
Daily On-Peak Supply Amount (MWh)		2698	3530	4644	5484	5951	6262	6050	5828	5189	4011	2949	2426
Monthly Supply Amount (MWh)		83649	98843	143967	165156	187807	192210	189917	181567	155705	124352	88463	75217
Annual Supply Amount (MWh)		1686852											
Maximum Amount (MW)		600											

EXHIBIT 14

DIAGRAM OF FACILITY

In accordance with Section 8.1, Supplier shall provide: (a) not later than Supplier's completion of the Project Milestone relating to obtaining Required Facility Documentation (Section 2(a) of Exhibit 6), a completed version of Exhibit 14; and (b) within thirty (30) Business Days after the Commercial Operation Date, a revised version of Exhibit 14 reflecting the Facility as built.

The diagram of the Facility to be attached as Exhibit 14 will include a detailed layout of the Facility, including size, type, location and electrical infrastructure.

EXHIBIT 15

OPERATIONS AND MAINTENANCE AGREEMENT; OPERATOR GOOD STANDING CERTIFICATE

In accordance with Section 8.9, Supplier shall provide Exhibit 15 no later than ninety (90) days prior to the Commercial Operation Date.

EXHIBIT 16

PRIMARY FREQUENCY RESPONSE

Primary Frequency Response Requirements for Energy Storage Systems in Solar plus Storage and Standalone Storage Projects

This Exhibit 16 sets forth the requirements for primary frequency response ("PFR" or "Primary Frequency Response") applicable to the Storage Facility. This Exhibit shall govern the design, implementation, testing, and operational obligations of the Storage Facility in providing Primary Frequency Response in accordance with the terms of the Agreement.

1. **Applicability**
   The requirements in this Exhibit apply exclusively to the Storage Facility. The photovoltaic ("PV") component (as applicable) of the Facility is not subject to Primary Frequency Response obligations.
2. **Definition and Purpose of PFR**
   PFR is defined as the first automatic and autonomous action taken by inverter-based resources to stabilize grid frequency in response to a system disturbance, without receiving any external communication or dispatch signals. This response is triggered when the system frequency deviates beyond a specified deadband range.
3. **Droop and Deadband Setting Requirements**
   The Storage Facility shall be configured with the following droop and deadband parameters for PFR:

Parameter	Value
Droop	5%
Deadband	±0.036 Hz
Nominal Frequency	60 Hz

The droop setting for PFR represents a proportional relationship between frequency deviation and change in real power output:

$$\text{Droop}(\%) = \left(\frac{\Delta f}{f_{\text{nominal}}} \Big/ \frac{\Delta P}{P_{\text{rated}}} \right) \times 100$$

- A 5% droop setting means that a 5% drop in frequency from nominal (i.e., from 60 Hz to 57 Hz) will result in the unit increasing its output from 0% to 100% of its rated capacity.
- Under typical system conditions, frequency deviations are much smaller (e.g., 0.1 Hz), which results in a proportionally smaller adjustment in power output.

Example: For a 100 MW Storage Facility at 5% droop:

- Nominal frequency: 60 Hz
- Frequency drops to 59.7 Hz ($\Delta f = -0.3$ Hz)

PRIMARY FREQUENCY RESPONSE

- Droop = 5% or full output over 3 Hz
- Output change = (0.3/3.0)×100 MW = +10 MW
- Result: The Storage Facility increases output by 10 MW

The required deadband parameters, aligned with NERC BAL-003-2, are as follows:

System	Nominal Frequency	Deadband (± Hz)	Total Width (Hz)
NERC (BAL-003-2)	60 Hz	±0.036 Hz	0.072

Example: Assume Droop = 5%, Deadband = ±0.036 Hz, Nominal = 60 Hz
Then:

- If frequency drops to 59.975 Hz — no response
- If it drops to 59.964 Hz — still no response
- If it drops below 59.964 Hz — droop response begins

4. **Power Adjustment Based on Droop**
The Storage Facility shall adjust its real power output, as measured at the Delivery Point Meter, according to the following droop curve:

$$\Delta P = -\left(\frac{\Delta f}{f_{\text{nominal}}}\right) \times \frac{1}{R} \times P_{\text{rated}}$$

Where:

- ΔP : change in real power (MW)
- Δf: frequency deviation from nominal (Hz)
- f_{nominal}: nominal frequency (60 Hz)
- R : droop setting (e.g., 0.05 for 5%)
- P_{rated} : rated power capacity of the Storage Facility (MW)

Δf	Frequency Deviation	Required Adjustment	Sign of ΔP	Net Effect
< 0	Under-frequency	Increase power injection (discharge more or charge less)	Positive	Move toward discharging
> 0	Over-frequency	Increase power absorption (charge more or discharge less)	Negative	Move toward charging

5. **SoC-Based Response Availability**

PRIMARY FREQUENCY RESPONSE

The Storage Facility shall provide PFR across its full usable state of charge ("SoC" or "State of Charge") range, using bidirectional or unidirectional logic as appropriate. This enables grid support while respecting technical limits at high or low SoC levels.

Usable SoC Range	PFR Availability	Permitted Action
2.5-99.5%	Full bidirectional	Charge or discharge in response to frequency deviations
<0.1-2.5%	One-way (charge only)	Respond to over-frequency events by absorbing power (charging)
>99.5%	One-way (discharge)	Respond to under-frequency events by injecting power (discharging)
<0.1%	Not applicable	No response required when unit is fully discharged
Offline	Not applicable	No response required when unit is not grid-connected

6. **Power Adjustment Limits Based on SoC**

PFR must respect the Storage Facility's SoC and be capable of sustaining the response for a minimum duration of 15 minutes. The allowable response is defined as follows:

$$P_{\text{charge, max}} = \min\left(\frac{E_{\text{max}} - E_{\text{current}}}{t_{\text{min}}}, P_{\text{rated}}\right)$$

$$P_{\text{discharge, max}} = \min\left(\frac{E_{\text{current}}}{t_{\text{min}}}, P_{\text{rated}}\right)$$

Where:

- E_{max} : maximum energy capacity (MWh)
- E_{current} : current stored energy (MWh)
- P_{rated} : inverter power rating (MW)
- t_{min}: minimum required sustain time = 15 minutes (0.25 hours)

The actual PFR delivered by the Storage Facility shall be constrained to operate within the allowable charging and discharging limits, as defined below:

$$\Delta P_{\text{actual}} = \begin{cases} \min(\Delta P, P_{\text{charge,max}}), & \text{if } \Delta P < 0 \quad \text{(charging)} \\ \min(\Delta P, P_{\text{discharge,max}}), & \text{if } \Delta P > 0 \quad \text{(discharging)} \\ 0, & \text{if } |\Delta f| \leq \text{deadband} \end{cases}$$

Where:

- ΔP_{actual} : power the Storage Facility is actually allowed to inject or absorb (MW)
- $P_{\text{charge,max}}$: maximum available charging power based on SOC
- $P_{\text{discharge,max}}$: maximum available discharging power based on SOC

- Δf : frequency deviation from nominal (Hz)
- *Deadband* : ±0.036 Hz — range within which no PFR response is triggered

7. **Illustrative Examples**

Example 1: High SoC (90%) — Over-frequency Event (Absorb Power)
Assume:

- Nominal frequency = 60 Hz
- Frequency rises to 60.2 Hz → Δf = +0.2 Hz
- Droop = 5% → R = 0.05
- P_{rated} = 100 MW
- $E_{current}$ = 360 MWh (90% of 400 MWh)
- t_{min} = 15 minutes = 0.25 hr

Step 1: Calculate raw droop response

$$\Delta P = -\left(\frac{0.2}{60}\right) \times \frac{1}{0.05} \times 100 = -6.67\ \text{MW}$$

(Storage Facility must absorb 6.67 MW)
Step 2: Calculate available charging power

$$P_{\text{charge,max}} = \min\left(\frac{400 - 360}{0.25}, 100\right) = \min(160, 100) = 100\ \text{MW}$$

Step 3: **Apply limit**

$$\Delta P_{\text{actual}} = \min(-6.67, 100) = -6.67\ \text{MW}$$

Result: Storage Facility can absorb the full 6.67 MW as requested.

Example 2: Low SoC (5%) — Under-frequency Event (Deliver Power)

- Nominal frequency = 60 Hz
- Frequency drops to 59.7 Hz → Δf = −0.3 Hz
- Droop = 5% → R = 0.05
- P_{rated} = 100 MW
- E_{current} = 20 MWh (5% of 400 MWh)
- t_{min} = 15 minutes = 0.25 hr

Step 1: Calculate raw droop response

$$\Delta P = -\left(\frac{-0.3}{60}\right) \times \frac{1}{0.05} \times 100 = +10 \text{ MW}$$

(Storage Facility must inject 10 MW)

Step 2: **Calculate available discharging power**

$$P_{\text{discharge,max}} = \min\left(\frac{20}{0.25}, 100\right) = \min(80, 100) = 80 \text{ MW}$$

Step 3: **Apply limit**

$$\Delta P_{\text{actual}} = \min(10, 80) = 10 \text{ MW}$$

Result: Storage Facility can inject the full 10 MW as requested.

8. **Implementation Requirements**
   - PFR shall be implemented at the plant power controller or battery management system level
   - The response must activate autonomously within 2 seconds, from the time the POI meter frequency reading deviates outside the deadband to the time that the POI meter measures the beginning of an active power response by the BESS.
   - Total response time shall comply with all applicable NERC reliability standards.
   - No coordination with energy management system or automatic generator control is required for PFR activation. The PFR and AGC setpoint calculations are independent, and the setpoints from each of these should be summed together for the total system setpoint.
   - The Storage Facility shall provide PFR continuously, 24/7, including periods when it is in an idle state (i.e., not actively charging or discharging), as long as it is connected to the grid, has a usable state of charge greater than 0.1%, and technically capable of responding.

EXHIBIT 17

FORM OF LETTER OF CREDIT

IRREVOCABLE STANDBY LETTER OF CREDIT

[Name of Issuing Bank]
[Address of Issuing Bank]
[City, State of Issuing Bank]

Letter Of Credit No. [_____]
Irrevocable Standby Letter Of Credit

Date of Issue: [_____], 20__

Stated Expiration Date: [_____]

Applicant:
[Name and address]
[_____]
[_____]

Stated Amount: USD $[_____]

Beneficiary:
[Name and address]
[_____]
[_____]

Credit Available With: [_____]

Ladies and Gentlemen:

At the request and for the account of [_____] (the "Applicant"), we hereby establish in favor of Nevada Power Company ("Beneficiary") for the aggregate amount not to exceed [_____] million United States Dollars ($[_____]), in connection with the Long Term Renewable Power Purchase Agreement (Phase 1) dated as of [_____] (as amended, restated, amended and restated or otherwise modified, the "Agreement"), by and between the Applicant and Beneficiary this Irrevocable Standby Letter of Credit no. [_____] (this "Letter of Credit") expiring on [date not earlier than 364 days from issuance] (the "Stated Expiration Date").

We irrevocably authorize you to draw on this Letter of Credit, in accordance with the terms and conditions hereinafter set forth, in any amount up to the full Available Amount (as defined below) available against presentation of a dated drawing request drawn on [***Name of Issuing Bank***] manually signed by a purported authorized representative of a Beneficiary completed in the form of Annex 1 hereto (a "Drawing Request"). Partial drawings and multiple drawings are allowed under this Letter of Credit. Each Drawing Request honored by us shall immediately reduce the amount available to be drawn hereunder by the amount of the payment made in satisfaction of such Drawing Request (each, an "Automatic Reduction").

On any given date, the Stated Amount (as set forth on the first page of this Letter of Credit) minus any Automatic Reductions plus any amounts increased pursuant to the terms and conditions hereto shall be the aggregate amount available hereunder (the "Available Amount").

Drawing Requests and all communications with respect to this Letter of Credit shall be in writing, addressed or presented in person to us at: [***Address of Issuing Bank***], Attn: [_____], referencing this Letter of Credit No. [_____]. In addition, presentation of a Drawing Request may also be made by facsimile transmission to [***Fax number of Issuing Bank***], or such other facsimile number identified by us in a written notice to you. To the extent a Drawing Request is made by facsimile transmission, you must (i) provide telephone notification to us at [***Telephone number of Issuing Bank***] prior to or simultaneously with the sending of such facsimile transmission and (ii) send the original of such Drawing Request to us by overnight courier, at the same address provided above; provided, however, that our receipt of such telephone notice or original documents shall not be a condition to payment hereunder. Presentation of the original of this Letter of Credit shall only be required for any drawing of the entire Available Amount.

If a Drawing Request is presented in compliance with the terms of this Letter of Credit to us at such address or facsimile number by 11:00 a.m., New York City time, on any Business Day (as defined below), payment will be made not later than the close of business, New York City time, on such Business Day and if such Drawing Request is so presented to us after 11:00 a.m., New York City time, on any Business Day, payment will be made on the following Business Day not later than the close of business, New York City time on such following Business Day. Payment under this Letter of Credit shall be made in immediately available funds by wire transfer to such account as specified in the Drawing Request.

As used in this Letter of Credit, "Business Day" means any day other than a Saturday, Sunday or other day on which commercial banks are authorized or required by Law to remain closed in the State of New York.

This Letter of Credit shall expire on the earliest to occur of (1) our receipt of written confirmation from a Beneficiary authorizing us to cancel this Letter of Credit accompanied by the original of this Letter of Credit; (2) the close of business, New York time, on the date (the "Early Expiration Date") specified in a notice of early expiration in the form of Annex 2 hereto sent by us to the Beneficiary and the Applicant by courier, mail delivery or delivery in person or facsimile transmission and stating that this Letter of Credit shall terminate on such date, which date shall be no less than thirty (30) days after the date of such notice, with the Beneficiary remaining authorized to draw on us prior to such Early Expiration Date in accordance with the terms hereof; or (3) the Stated Expiration Date. It is a condition of this letter of credit that it shall be deemed automatically extended without an amendment for periods of one (1) year each beginning on the present expiry date hereof and upon each anniversary of such date, unless at least thirty (30) days prior to any such expiry date we have sent you written notice (the "Notice of Non-Renewal") by certified mail or overnight courier service that we elect not to permit this Letter of Credit to be so extended beyond, and will expire on its then current expiry date. No presentation made under this Letter of Credit after such expiry date will be honored. To the extent a Notice of Non-Renewal has been provided to the Beneficiary and Applicant in accordance herewith, the Beneficiary are authorized to draw on us up to, in the aggregate, the full Available Amount of this Letter of Credit, by presentation to us, in the manner and at the address specified in the third preceding paragraph, of a Drawing Request completed in the form of Annex 1 hereto and sent and purportedly signed by a Beneficiary's authorized representative.

This Letter of Credit is effective immediately.

In the event that a Drawing Request fails to comply with the terms of this Letter of Credit, we shall provide the Beneficiary prompt notice of same stating the reasons therefor and shall upon receipt of a Beneficiary's instructions, hold any nonconforming Drawing Request and other documents at your disposal or return any non-conforming Drawing Request and other documents to the Beneficiary at the addresses set forth above by delivery in person or facsimile transmission. Upon being notified that the drawing was not effected in compliance with this Letter of Credit, a Beneficiary may attempt to correct such non-complying Drawing Request in accordance with the terms of this Letter of Credit.

This Letter of Credit sets forth in full the terms of our undertaking and this undertaking shall not in any way be modified, amended, limited or amplified by reference to any document, instrument or agreement referred to herein, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement except for Drawing Requests and certificates. The foregoing notwithstanding, this Letter of Credit is subject to the rules of the "International Standby Practices 1998, International Chamber of Commerce, Publication No. 590" published by the Institute of International Banking Law and Practice ("ISP 98") and, as to matters not governed by ISP 98, shall be governed by and construed in accordance with the Laws of the State of New York.

This Letter of Credit is transferable, only in its entirety and not in part, upon presentation to us, at our presentation office specified herein, of a signed transfer certificate in the form of Annex 3 accompanied by this original Letter of Credit and all amendments, if any, in which a Beneficiary irrevocably transfers to its successor or assign all of its rights hereunder, whereupon we will either issue a substitute letter of credit to such successor or assign or endorse such transfer on the reverse of this Letter of Credit. Transfers to designated foreign nationals are not permitted as being contrary to the U.S. Treasury Department or Foreign Assets Controls Regulations.

Any voluntary reduction hereunder shall be in the form of Annex 4 hereto.

All banking charges are for the account of the Applicant. All transfer fees are for the account of the Beneficiary.

All Drawing Requests under this Letter of Credit must bear the clause: "Drawn under [***Name of Issuing Bank***], Letter of Credit Number [_____] dated [_____]."

This Letter of Credit shall not be amended except with the written concurrence of [***Name of Issuing Bank***], the Applicant and the Beneficiary.

We hereby engage with you that a Drawing Request drawn strictly in compliance with the terms of this Letter of Credit and any amendments thereto shall be honored.

We irrevocably agree with you that any legal action or proceeding with respect to this Letter of Credit shall be brought in the courts of the State of New York in the County of New York or of the United States of America in the Southern District of New York. You and we irrevocably submit to the nonexclusive jurisdiction of such courts solely for the purposes of this Letter of Credit. You and we hereby waive to the fullest extent permitted by Law any objection either of us may now or hereafter have to the laying of venue in any such action or proceeding in any such court.

[***Name of Issuing Bank***]

Authorized signature

ANNEX 1
[Letterhead of a Beneficiary]

Drawn under [insert name of Issuing Bank],
Letter of Credit Number [_____] dated [_____]

DRAWING REQUEST
[Date]

[name and address of Issuing Bank]

Ladies and Gentlemen:

The undersigned, a duly authorized representative of a Beneficiary hereby draws on [insert name of Issuing Bank], Irrevocable Standby Letter of Credit No. [_____] (the "Letter of Credit") dated [_____] issued by you in favor of us. Any capitalized term used herein and not defined herein shall have its respective meaning as set forth in the Letter of Credit.

In connection with this drawing, we hereby certify that:

A) This drawing in the amount of US$_____ is being made pursuant to the Letter of Credit;

[Use one or more of the following forms of paragraph B, as applicable, and include in this Drawing Request]

B-1) Beneficiary is authorized to make a drawing under this Letter of Credit in accordance with the terms of the Agreement applicable to Beneficiary.

or

B-2) The Letter of Credit will expire within thirty (30) days of the date of this Drawing Request pursuant to a Notice of Non-Renewal and the Applicant has failed to provide a replacement letter of credit from an acceptable credit provider and satisfying the requirements of the Agreement applicable to Beneficiary;

or

B-3) [insert name of Issuing Bank] has delivered an Early Expiration Notice and such Early Expiration Notice has not been rescinded and the Applicant has not replaced the Letter of Credit;

; and

C) You are directed to make payment of the requested drawing to:

IN WITNESS WHEREOF, the undersigned has executed and delivered this request on this ____ day of _____.

[Beneficiary]

By: _____
Name:
Title:

ANNEX 2
NOTICE OF EARLY EXPIRATION
[Date]

[Beneficiary name and address]

Ladies and Gentlemen:

Reference is made to that Irrevocable Standby Letter of Credit No. [_____] (the "Letter of Credit") dated [_____] issued by [Issuing Bank] in favor of [_____] (the "Beneficiary"). Any capitalized term used herein and not defined herein shall have its respective meaning as set forth in the Letter of Credit.

This constitutes our notice to you pursuant to the Letter of Credit that the Letter of Credit shall terminate on_____, ____ [*insert a date which is thirty (30) or more days after the date of this notice of early expiration*] (the "Early Expiration Date").

Pursuant to the terms of the Letter of Credit, the Beneficiary is authorized to draw (pursuant to one or more drawings), prior to the Early Expiration Date, on the Letter of Credit in an aggregate amount that does not exceed the then Available Amount (as defined in the Letter of Credit).

IN WITNESS WHEREOF, the undersigned has executed and delivered this request on this ____ day of _____.

[ISSUING BANK]

By: _____
Name:
Title:

cc:

[Applicant name and address]

ANNEX 3

REQUEST FOR TRANSFER OF LETTER OF CREDIT IN ITS ENTIRETY

[*Name of Issuing Bank*], Date: _____

[*Address*]
[*City, State*]

Attn: Trade Services Department

Re: [*Name of Issuing Bank*], Irrevocable Standby Letter of Credit No. [_____]

For value received, the undersigned beneficiary hereby irrevocably transfers to:

NAME OF TRANSFEREE

_____

ADDRESS OF TRANSFEREE

_____

_____

CITY, STATE/COUNTRY ZIP

_____

(hereinafter, the "transferee") all rights of the undersigned beneficiary to draw under above letter of credit, in its entirety.

By this transfer, all rights of the undersigned beneficiary in such Letter of Credit are transferred to the transferee and the transferee shall have the sole rights as beneficiary hereof, including sole rights relating to any amendments, whether increases or extensions or other amendments and whether now existing or hereafter made. All amendments are to be advised directly to the transferee without necessity of any consent of or notice to the undersigned beneficiary.

The original of such Letter of Credit and all amendments, if any, is returned herewith, and we ask you to endorse the transfer on the reverse thereof, and forward it directly to the transferee with your customary notice of transfer.

In payment of your transfer commission in amount equal to a minimum of $[____] and maximum of $[_____].

Select one of the following:
____ we enclose a cashier's/certified check
____ we have wired funds to you through _____ bank
____ we authorize you to debit our account # _____ with you, and in addition thereto, we agree to pay you on demand any expenses which may be incurred by you in connection with this transfer

We certify that this transfer request is not in violation of any federal or state laws and further confirm our understanding that the execution of this transfer request by you is subject to compliance with all legal requirements and related procedures implemented by your bank under applicable laws of the United States of America [and the jurisdiction of Issuing Bank].

Very truly yours,

[BENEFICIARY NAME]

_____

Authorized Signature

The signature(s) of _____with title(s) as stated conforms to those on file with us; are authorized for the execution of such instrument; and the beneficiary has been approved under our bank's Customer Identification Program. Further, pursuant to Section 326 of the USA Patriot Act and the applicable regulations promulgated thereunder, we represent and warrant that the undersigned bank: (i) is subject to a rule implementing the anti-money laundering compliance program requirements of 31 U.S.C. section 5318(h); (ii) is regulated by a Federal functional regulator [as such term is defined in 31 C.F.R. section 103.120(a)(2)]; and (iii) has a Customer Identification Program that fully complies with the requirements of the regulations.

_____

_____

(Signature of Authenticating Bank) (Name of Bank)

_____

_____

(Printed Name/Title) (Date)

IN WITNESS WHEREOF, the undersigned has executed and delivered this request on this ____ day of _____.

[Beneficiary name]

By: _____
Name:
Title:

cc:
[insert name and address of Transferee]
[insert name and address of Applicant]

ANNEX 4
VOLUNTARY REDUCTION REQUEST CERTIFICATE
[Date]

[insert name of Issuing Bank]
[insert address of Issuing Bank]

Ladies and Gentlemen:

Reference is made to that Irrevocable Standby Letter of Credit No. [_____] (the "Letter of Credit") dated [_____] issued by you in favor of [_____] (the "Beneficiary"). Any capitalized term used herein and not defined herein shall have its respective meaning as set forth in the Letter of Credit.

The undersigned, a duly authorized representative of the Beneficiary, having been so directed by [_____] (the "Applicant"), hereby requests that the Stated Amount (as such term is defined in the Letter of Credit) of the Letter of Credit be reduced by U.S.$[_____] to U.S.$[_____].

We hereby certify that the undersigned is a duly authorized representative of the Beneficiary.

IN WITNESS WHEREOF, the undersigned has executed and delivered this request on this ____ day of _____.

[Beneficiary name]

By: _____
Name:
Title:

cc:

[Applicant name and address]

EXHIBIT 18

YEARLY PC AMOUNT

Notwithstanding the below, if pursuant to applicable Law or any update thereto, Portfolio Energy Credits are not reduced due to losses in the Storage Facility, the Yearly PC Amount shall equal the Annual Supply Amount.

Yearly PC Amount	1,515,881 MWh[3]

[3] To the extent the Certified Nameplate Capacity Rating is less than the Expected Nameplate Capacity Rating pursuant to Section 8.6.1, the Yearly PC Amount will be adjusted and calculated as follows: Yearly PC Amount = (Annual Supply Amount, MWh)- (Certified Nameplate Capacity, MW)*4 hours*365.25 days*(1-.84)/(.84).

EXHIBIT 19

FORM OF LENDERS CONSENT

This CONSENT AND AGREEMENT (this "Consent"), dated as of _____, 20__, is entered into by and among Nevada Power Company, a Nevada corporation, d/b/a NV Energy, acting in its merchant function capacity (together with its permitted successors and assigns, "NVE"), _____, in its capacity as **[Administrative Agent]** for the Lenders referred to below (together with its successors, designees and assigns in such capacity, "Administrative Agent"), and _____, a _____ formed and existing under the Laws of the State of _____ (together with its permitted successors and assigns, "Borrower"). Unless otherwise defined, all capitalized terms have the meaning given in the Contract (as hereinafter defined).

WHEREAS, Borrower intends to develop, construct, install, test, own, operate and use an approximately ___ MW electric generating facility and integrated storage facility located _____, known as the _____ (the "Project").

WHEREAS, In order to partially finance the development, construction, installation, testing, operation and use of the Project, Borrower has entered into that certain **[Financing Agreement,]** dated as of _____ (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Financing Agreement"), among Borrower, the financial institutions from time to time parties thereto (collectively, the "Lenders"), and Administrative Agent for the Lenders, pursuant to which, among other things, Lenders have extended commitments to make loans and other financial accommodations to, and for the benefit of, Borrower.

[WHEREAS, Borrower anticipates that, prior to the completion of construction of the Project, it will seek an additional investor (the "Tax Investor") to make an investment in Borrower to provide additional funds to finance the operation and use of the Project.]

WHEREAS, Buyer and Borrower have entered into that certain Long-Term Renewable Power Purchase Agreement (Phase 1), dated as of _____ (collectively with all documents entered into in connection therewith that are listed on [Schedule A] attached hereto and incorporated herein by reference, as all are amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the terms thereof and hereof, the "PPA").

WHEREAS, pursuant to a security agreement executed by Borrower and Administrative Agent for the Lenders (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), Borrower has agreed, among other things, to assign, as collateral security for its obligations under the Financing Agreement and related documents (collectively, the "Financing Documents"), all of its right, title and interest in, to and under the PPA to Administrative Agent for the benefit of itself, the Lenders and each other entity or person providing collateral security under the Financing Documents.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound, the parties hereto hereby agree as follows:

SECTION 1. CONSENT TO ASSIGNMENT

NVE acknowledges the collateral assignment by Borrower of, among other things all of its right, title and interest in, to and under the PPA to Administrative Agent for the benefit of itself, the Lenders and each other entity or person providing collateral security under the Financing Documents, consents to an assignment of the PPA pursuant thereto, and agrees with Administrative Agent as follows:

(A) Administrative Agent shall be entitled (but not obligated) to exercise all rights and to cure any defaults of Borrower under the PPA, subject to applicable notice and cure periods provided in the PPA. Upon receipt of notice from Administrative Agent, NVE agrees to accept such exercise and cure by Administrative Agent if timely made by Administrative Agent under the PPA and this Consent. Upon receipt of Administrative Agent's written instructions, NVE agrees to make directly to Administrative Agent all payments to be made by NVE to Borrower under the PPA from and after NVE's receipt of such instructions, and Borrower consents to any such action.

(B) NVE will not, without the prior written consent of Administrative Agent (such consent not to be unreasonably withheld), cancel or terminate the PPA, or consent to or accept any cancellation, termination or suspension thereof by Borrower, except as provided in the PPA and in accordance with subparagraph 1(C) hereof.

(C) NVE agrees to deliver duplicates or copies of all notices of default delivered by NVE under or pursuant to the PPA to Administrative Agent in accordance with the notice provisions of this Consent. NVE may deliver any such notices concurrently with delivery of the notice to Borrower under the PPA. Administrative Agent shall have: (a) the same period of time to cure the breach or default that Borrower is entitled to under the PPA if such default is the failure to pay amounts to NVE which are due and payable by Borrower under the PPA, except that if NVE does not deliver the default notice to Administrative Agent concurrently with delivery of the notice to Borrower under the PPA, then as to Administrative Agent, the applicable cure period under the PPA shall begin on the date on which the notice is given to Administrative Agent, or (b) the later of the applicable cure period under the PPA or thirty (30) days from the date notice of default or breach is delivered to Administrative Agent to cure such default if such breach or default cannot be cured by the payment of money to NVE, so long as Administrative Agent continues to perform any monetary obligations under the PPA and all other obligations under the PPA are performed by Borrower or Administrative Agent or its designees or assignees. If possession of the Project is necessary to cure such breach or default, and Administrative Agent or its designees or assignees declare Borrower in default and commence foreclosure proceedings, Administrative Agent or its designees or assignees will be allowed a reasonable period to complete such proceedings but not to exceed ninety (90) days. NVE consents to the transfer of Borrower's interest under the PPA to a Qualified Transferee upon enforcement of such security at a foreclosure sale by judicial or non-judicial foreclosure and sale or by a conveyance by Borrower in lieu of foreclosure and agrees that upon such foreclosure, sale or conveyance, NVE shall recognize such Qualified Transferee as the applicable party under the PPA (provided that such Qualified Transferee assumes the obligations of Borrower under the PPA). "Qualified Transferee" means a Person that is at least as financially and operationally qualified as Borrower and, at a minimum, has a tangible net worth of at least Thirty Million Dollars ($30,000,000) or provides adequate assurance in an amount and form reasonably acceptable to Buyer and has (or agrees to contract with an operator who has) at least three (3) years of experience operating a generating plant of similar technology and similar size to the Project.

(D) Notwithstanding subparagraph 1(C) above, in the event that the PPA is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding, or if the PPA is terminated for any reason other than a default which could have been but was not cured by Administrative Agent or its designees or assignees as provided in subparagraph 1(C) above, and if, within forty-five (45) days after such rejection or termination, the Lenders or their successors or assigns shall so request, to the extent permitted by applicable law, NVE will enter into a new contract with a Qualified Transferee. Such new contract shall be on the same terms and conditions as the original PPA for the remaining term of the original PPA before giving effect to such termination, provided, however that such terms shall be modified to the extent NVE reasonably determines such modifications are necessary to comply with any laws, rules or regulations applicable to Borrower, NVE or Lender, including any state, and federal constitutions, statutes, rules, regulations, published rates, and orders of governmental bodies and all judicial orders, judgments and decrees (hereinafter "Applicable Law") in effect at such time. Lenders or Administrative Agent shall cure or cause the cure of any payment defaults then existing under the original PPA prior to NVE entering into a new contract.

(E) In the event Administrative Agent, the Lenders or their designees or assignees elect to perform Borrower's obligations under the PPA as provided in subparagraph 1(C) above or enter into a new contract as provided in subparagraph 1(D) above, the recourse of NVE against Administrative Agent, Lenders or their designees and assignees shall be limited to such parties' interests in the Project, the Development Security and Operating Security required under the PPA, and recourse against the assets of any party or entity that assumes the PPA or that enters into such new contract. Nothing herein abrogates, and any Qualifying Assignee shall be subject to, NVE's rights under Article 6 of the PPA.

(F) In the event a Qualified Transferee succeeds to Borrower's interest under the PPA, Administrative Agent, the Lenders or their designees or assignees shall cure any then-existing payment and performance defaults under the PPA, except any performance defaults of Borrower itself which by their nature are not capable of being cured and do not impair NVE's rights under the PPA. Administrative Agent, the Lenders and their designees or assignees shall have the right to assign the PPA or the new contract entered into pursuant to subparagraph 1(d) above to any Qualified Transferee to whom Borrower's interest in the Project is transferred, provided that such transferee assumes the obligations of Borrower under the PPA. Upon such assignment, Administrative Agent and the Lenders and their designees or assignees (including their agents and employees, but excluding Supplier) shall be released from any further liability thereunder accruing from and after the date of such assignment.

SECTION 2. REPRESENTATIONS AND WARRANTIES

NVE, acting in its merchant function capacity (and therefore specifically excluding the knowledge of NVE, acting in its transmission function capacity ("NVE Transmission"), as to any of the matters stated below, and without imputation to NVE of any knowledge whatsoever relating to the NVE Transmission, whether as a result of information publicly posted to the open access same-time information system or otherwise), hereby represents and warrants that as of the date of this Consent:

(A) It (i) is a corporation duly formed and validly existing under the laws of the state of its organization, (ii) is duly qualified, authorized to do business and in good standing in every jurisdiction necessary to perform its obligations under this Consent, and (iii) has all requisite

corporate power and authority to enter into and to perform its obligations hereunder and under the PPA, and to carry out the terms hereof and thereof and the transactions contemplated hereby and thereby;

(B) the execution, delivery and performance of this Consent and the PPA have been duly authorized by all necessary corporate action on its part and do not require any approvals, material filings with, or consents of any entity or person which have not previously been obtained or made;

(C) each of this Consent and the PPA is in full force and effect;

(D) each of this Consent and the PPA has been duly executed and delivered on its behalf and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms;

(E) the execution, delivery and performance by it of this Consent and the PPA, and the consummation of the transactions contemplated hereby, will not result in any violation of, breach of or default under any term of (i) its formation or governance documents, or (ii) any material contract or material agreement to which it is a party or by which it or its property is bound, or of any material Requirements of Law presently in effect having applicability to it, the violation, breach or default of which could have a material adverse effect on its ability to perform its obligations under this Consent; and

(F) neither NVE nor, to NVE's actual knowledge, any other party to the PPA, is in default of any of its obligations thereunder.

SECTION 3. NOTICES

All notices required or permitted hereunder shall be in writing and shall be effective (a) upon receipt if hand delivered, (b) upon telephonic verification of receipt if sent by facsimile and (c) if otherwise delivered, upon the earlier of receipt or three (3) Business Days after being sent registered or certified mail, return receipt requested, with proper postage affixed thereto, or by private courier or delivery service with charges prepaid, and addressed as specified below:

If to NVE:

[_____]
[_____]
[_____]
Telephone No.: [_____]
Telecopy No.: [_____]
Attn: [_____]

If to Administrative Agent:

[_____]
[_____]
[_____]
Telephone No.: [_____]
Telecopy No.: [_____]
Attn: [_____]

If to Borrower:

[_____]
[_____]
[_____]
Telephone No.: [_____]
Telecopy No.: [_____]
Attn: [_____]

Any party shall have the right to change its address for notice hereunder to any other location within the United States by giving thirty (30) days written notice to the other parties in the manner set forth above. Further, the Tax Investor shall be entitled to receive notices from NVE by providing written notice to NVE of Tax Investor's address for notices. NVE's failure to provide any notice to the Tax Investor shall not be a breach of this Consent.

SECTION 4. CONFIRMATION, TERMINATION, AMENDMENT AND GOVERNING LAW

NVE agrees to confirm its continuing obligation hereunder in writing upon the reasonable request of (and at the expense of) Borrower, Administrative Agent, the Lenders or any of their respective successors, transferees or assigns. No termination, amendment, variation or waiver of any provisions of this Consent shall be effective unless in writing and executed by the parties hereto. This Consent shall be governed by the laws of the State of New York (without giving effect to the principles thereof relating to conflicts of law except Section 5-1401 and 5-1402 of the New York General Obligations Law).

SECTION 5. COUNTERPARTS

This Consent may be executed in one or more duplicate counterparts, and when executed and delivered by all the parties listed below, shall constitute a single binding agreement.

SECTION 6. SEVERABILITY

In case any provision of this Consent, or the obligations of any of the parties hereto, shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions, or the obligations of the other parties hereto, shall not in any way be affected or impaired thereby.

SECTION 7. ACKNOWLEDGMENTS BY BORROWER.

Borrower, by its execution hereof, acknowledges and agrees that notwithstanding any term to the contrary in the PPA, NVE may perform as set forth herein and that neither the execution of this Consent, the performance by NVE of any of the obligations of NVE hereunder, the exercise

of any of the rights of NVE hereunder, or the acceptance by NVE of performance of the PPA by any party other than Borrower shall (1) release Borrower from any obligation of Borrower under the PPA, (2) constitute a consent by NVE to, or impute knowledge to NVE of, any specific terms or conditions of the Financing Agreement, the Security Agreement or any of the other Financing Documents, or (3) constitute a waiver by NVE of any of its rights under the PPA. Borrower and Administrative Agent acknowledge hereby for the benefit of NVE that none of the Financing Agreement, the Security Agreement, the Financing Documents or any other documents executed in connection therewith alter, amend, modify or impair (or purport to alter, amend, modify or impair) any provisions of the PPA. Borrower shall have no rights against NVE on account of this Consent.

SECTION 8. JURY TRIAL WAIVER

THE PARTIES EACH HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

IN WITNESS WHEREOF, the parties by their officers duly authorized, have duly executed this Consent as of the date first set forth above.

Nevada Power Company

By: _____
Name: _____
Title: _____

_____,
a _____

By: _____
Name: _____
Title: _____

_____,
as Administrative Agent for the Lenders

[Borrower]

By: _____
Name: _____
Title: _____

EXHIBIT 20

RESERVED

EXHIBIT 21

WORK SITE AGREEMENT

1. INITIAL PROVISIONS

1.1. This Work Site Agreement ("Agreement") is entered into by [Owner/Developer] (referred to as "Supplier" in the [Power Purchase Agreement ("PPA") or Build Transfer Agreement ("BTA")] and referred to herein as "Owner"), [IBEW Local Unions 1245, 401, 357 and 396], ("the Unions")

1.2. The NV Energy [Project Name] (the "Project") will provide [megawatts] MW as a [resource type] renewable power plant located in [Southern/Northern] Nevada. This location is known as the "Project Site". The Project is owned by [owner]. Owner and NV Energy are parties to that certain [PPA/BTA], and this Agreement has been attached to the [PPA/BTA] as Exhibit [_]. Owner will enter into a Contract with an EPC Contractor for the construction of the Project ("EPC Contractor"). It is understood and agreed that all Covered Work on this Project will be performed pursuant to, and will be subject to, this Work Site Agreement. It is understood and agreed by and between the Parties to this Agreement that the final plans for the Project may be subject to modifications and approval by those public agencies possessing lawful approval authority over the Project pursuant to the 2023 Open Resource Request for Proposals issued by NV Energy on or about January 13, 2023 and that this Agreement applies to the Project as it is finally approved by such entities and agencies. Once a final physical address is secured for this Project Site, they will be incorporated into this Agreement.

1.3. Owner is responsible for the completion of the Project, which will be constructed by Owner's EPC Contractor. It is understood and agreed that Owner's EPC Contractor shall be bound by this Work Site Agreement.

1.4. As provided below, all persons or entities assigning, awarding or subcontracting Covered Work (as defined in Article 2), or authorizing another party to assign, award or subcontract Covered Work, or performing Covered Work including, but not limited to, Owner's EPC Contractor and its subcontractors and vendors, (and all of whom are individually and collectively referred to as "'Employer" or "Employers") will become subject to this Agreement by executing Attachment A (the "Agreement To Be Bound"). Notwithstanding the foregoing, Owner shall only be deemed an Employer for purposes of this agreement to the extent that Owner's employees perform Covered Work.

1.5. The Unions are labor organizations whose members are construction industry employees. The Unions are party to a multi-employer collective bargaining agreement ("Master Agreement") that covers the geographic area of the Project. Where the term Master Agreement is used, it means the existing Master Agreement in effect on the date hereof.

1.6. A large labor pool represented by the Unions will be required to execute the work

involved in the Project. Owner and Employers wish, and it is the purpose of this Agreement to ensure, that a sufficient supply of skilled craft workers are available at the Project, that all construction work and related work performed by the members of the Unions on this Project proceed continuously, without interruption, in a safe and efficient manner, economically with due consideration for the protection of labor standards, wages and working conditions. The parties also expressly recognize that the Project may be located in extreme weather conditions subject to high or low temperatures. Employers will provide a safe work site and comply with all state and federal requirements related to protection from heat. The Unions will not seek to restrict productivity based on these conditions. In furtherance of these purposes and to secure optimum productivity, harmonious relations between the parties and the orderly performance of the work, the parties to this Agreement agree to establish adequate and fair wage levels and working conditions.

1.7. A central purpose of the parties in executing this Agreement is to guarantee labor peace on the Project by minimizing the jobsite friction that could arise at a common-situs jobsite when union employees are required to work alongside non-union employees in those other crafts with which they generally work in close proximity performing work that is closely related and coordinated, and by ensuring there will be no disruption of the work should any non-union workers be present to perform work outside the scope of the Agreement. This Agreement accomplishes these objectives by requiring that all Covered Work be performed by workers who are members of the Unions. For work that falls outside the scope of this Agreement or that is excluded from Covered Work, the Primary Employer further protects itself from the potential effects of jobsite friction by prohibiting all strikes, picketing or other concerted activity for any reason whatsoever, including payment of liquidated damages for any violation of such prohibition.

1.8. In the interest of the future of the construction industry in the local area, of which the Unions are a vital part, and to maintain the most efficient and competitive posture possible, the Unions pledge to work and cooperate with Owner and the Employers to produce the most efficient utilization of labor and equipment in accordance with this Agreement. In particular, the Unions shall make all efforts to first source labor local to the Project Site and to minimize per diem expenses. In addition, the Unions shall not afford preferential status to other jobs in the jurisdiction; to the extent such preference will inhibit the availability of qualified workers for the Project.

1.9. The parties' obligations under this Agreement are subject to and only enforceable should the Owner obtain the PUCN Approval for the Project described in the [PPA/BTA]. If PUCN Approval for the Project is not obtained as outlined in the [PPA/BTA], this Agreement will terminate and the parties will have no liability towards one another.

2. SCOPE OF AGREEMENT

2.1. All work to construct Project covered by this Agreement is referred to as "Covered

Work." This Agreement also covers work done in temporary yards or facilities adjacent to or near the Project that is otherwise Covered Work described below. The scope of Covered Work set forth in this Agreement for this Project shall not be considered precedential.

2.2. IBEW Inside Work Includes:

2.2.1. This Agreement covers the following on-site electrical construction work within the scope of the Union's Master Agreement: handling and installation of electrical and electronic equipment, installation and connection of any electrical wires and cables, connections to power conversion stations, electrical fixtures, electrical appliances, electrical apparatus, electrical raceways or trays, electrical conduits, electrical instrumentation and controls. All of the foregoing work within the scope of this Agreement is referred to as "Covered Work."

2.2.2. IBEW Inside Wire Covered Work also includes all work performed by electrical craft labor that is part of startup and commissioning, including, but not limited to, loop checks and rework and modifications during start-up and commissioning. The Primary Employer, manufacturer's representatives, vendor's representatives, and plant operating personnel may supervise and direct employees performing startup and commissioning, including loop checks and rework and modifications during start-up and commissioning. This related craft work is typically performed as part of a joint effort with these representatives and personnel. After a system or subsystem becomes operational and upon acceptance by the Primary Employer, Covered Work on that system or subsystem is completed. However, rework and modifications normally provided as a function of the initial construction effort, and other related initial construction work normally performed by members of the Unions, will be performed by members of the Unions. Nothing set forth in this Section 2.1.2 shall be construed as prohibiting or limiting permanent operating personnel, who are not members of the Unions, from operating systems prior to Covered Work being completed, or industry standard work performed by a manufacturer or vendor or its representatives to satisfy its guarantee or warranty prior to startup of a piece of equipment.

2.2.3. The handling following delivery to the Project Site and installation at the Project Site of any and all components of any electrical energy storage systems including but not limited to: battery Packs, racks, equipment and associated wiring, off loading of containerized or individual batteries, including but not limited to hoisting, handling, placement, installation, stacking, rack assembly, setting, welding, connections of all Megapacks, transformers, inverters including power cables, grounding and bonding, installation and testing of all monitoring and maintaining equipment, electrical safety components, electrically activated fire and smoke detection and protection devices, power and data cables, conduit below and above ground, AC and DC connections, start up and commissioning

of all equipment, and clean up of electrical materials.

2.3. IBEW Outside Line Work includes all construction of transmission and distribution lines, outside substations, switchyards, and sub-station or switchyard related ground grids. To the extent there is additional work needed by Employer on the Project that is outside of the above language, but covered within the scope of work for the IBEW Outside Line Construction Agreement, [IBEW Local 357/396/401/1245 and the Employer agree to meet and confer to determine if that work can be covered by IBEW Local 357/396/401/1245].

2.4. Covered Work shall not include any work performed by federal, state, county, city or other governmental bodies and/or agencies or their contractors, or work performed by employees of NV Energy.

2.5. Purchase of any manufactured item produced in a genuine manufacturing facility for the supply of products is not Covered Work and shall not be considered subcontracting under Article 3 below. Any offsite fabrication, kitting, preparation or other assembly of components for the Project is Covered Work and shall be performed on site. For the convenience of the Employer, such work may be performed offsite if performed in accordance with the union standards for the applicable Union established by this Agreement. Covered Work does not include creating inverter skids, if they are created, built, or assembled in a genuine manufacturing facility.

2.6. The initial delivery of materials to the Project site, to a drop off location within the site, or to a temporary yard at/or area near the Project is not Covered Work. The loading, unloading and distributing of electrical materials within the site after the initial delivery are Covered Work.

2.7. This Agreement applies to employees performing Covered Work. It does not apply to supervisors not covered by a collective bargaining agreement, assistant supervisors, technical or non-manual employees including, but not limited to executives, office and clerical personnel, drafters, engineers, timekeepers, messengers, or any other employees above the classification of general foreman who perform administrative/clerical functions.

2.8. Notwithstanding anything to the contrary, Covered Work does not include operations or maintenance work. Futher, Covered Work does not include:

2.8.1. Any engineering, design or procurement for the Project;

2.8.2. Any non-construction specialty services, such as technical representatives from equipment or design suppliers and project management personnel;

2.8.3. Any installation of highly technical equipment, such as Supervisory Control and Data Acquisition ("SCADA") components and housing of SCADA systems, control devices, computers or servers, provided that all raceways and wire trays, and all

electrical cabling and termination, including fiber optic cabling for such systems, is Covered Work and not subject to this exception;

2.8.4. All work of non-manual employees, including, but not limited to, superintendents, supervisors and assistant supervisors, staff engineers or designers, inspectors, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, security and safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory, environmental compliance, executive and management employees or other employees not covered by the Master Agreement of one of the Unions;

2.8.5. Work done by a manufacturer or its representatives to satisfy its guarantee or warranty obligations after temporary certificate of occupancy or functioning turnover.

3. SUBCONTRACTING

3.1. Owner and each Employer agree that they will contract for the assignment, awarding or subcontracting of Covered Work, or authorize another party to assign, award or subcontract Covered Work, only to a person, firm, corporation or other entity that, at the time the contract is executed, has become a party to this Agreement by executing the Agreement to Be Bound.

3.2. Owner and each Employer agree that they will subcontract Covered Work only to a person, firm, or corporation who is or becomes signatory to this Work Site Agreement and who is or becomes signatory to the Union's Master Agreement. The subcontractor agrees to become a signatory of the Master Agreement under this provision only for the life of the current Master Agreement. Any Employer performing Covered Work on the Project shall, as a condition to working on the Project, become signatory to and perform all work under the terms of this Agreement and the Master Agreement. Before being authorized to perform any Covered Work, Employers (other than Primary Employer) shall become a party to this Agreement by signing an Agreement To Be Bound, which is provided as Attachment A to this Agreement. Every Employer shall notify the Unions in writing within three business days after it has subcontracted work, and shall at the same time provide to the Unions a copy of an Agreement To Be Bound executed by the Employer.

3.3. Nothing in this Agreement shall in any manner whatsoever limit the rights of Owner, or any other Employer, to subcontract work or to select its contractors or subcontractors, provided, however, that all Employers, at all tiers, performing Covered Work shall be required to comply with the provisions of this Agreement. Owner and every other Employer shall notify each of its contractors and subcontractors of the provisions of this Agreement and require as a condition precedent to the award of any construction contract or subcontract for Covered Work or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers become signatory to this Agreement and the Master Agreement. If any Employer fails to provide the Union with the Agreement To Be Bound executed by its subcontractor,

that Employer shall be liable for any contributions to any trust funds that the subcontractor, or any subcontractor to that subcontractor, fails to make.

4. WAGES. BENEFITS. HOURS OF WORK. SHIFT WORK. HOLIDAYS

4.1. All employees covered by this Agreement (including foremen and general foremen if they are covered by a Master Agreement) shall be classified and paid wages, and contributions made on their behalf to multi-employer trust funds, all in accordance with the appropriate Master Agreement.

4.2. The standard work day shall consist of eight (8) hours of work between 6:00 a.m. and 5:30 p.m. with one-half hour designated as an unpaid period for lunch. Breaks will be allowed in accordance with Federal/State Law. The standard work week shall be five (5) consecutive days starting on Monday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.

4.3. It is recognized by the parties to this Agreement that the standard work week may not be desirable or cost effective for the Project, and other arrangements for hours of work may be considered. Such proposed modifications to the standard work week will be established with the consent of the Employer and the Union.

4.4. Shifts may be established when considered necessary by the Employer. Shift hours will be as follows: First shift will be eight (8) hours pay for eight (8) hours worked, plus one-half hour unpaid lunch period, Second shift will be eight (8) hours pay for eight (8) hours worked, plus the shift differential set forth in the Master Agreement.

4.5. A four (4) day ten (10) hour per day work week may be established. Forty (40) hours per week constitutes the work week Monday through Thursday. Hours beyond ten (10) will be paid at the double time rate. Overtime on Friday will be paid at time and one-half for the first eight (8) hours; hours beyond eight (8) will be paid at the rate established in the Master Agreement, not to exceed double time. There shall be no make-up days.

4.6. The Employer may establish two four (4) day ten (10) hour per day shifts at the straight time rate of pay Monday through Thursday. The first shift shall be ten (10) hours pay for ten (10) hours worked at the regular straight time hourly rate, exclusive of thirty (30) minute unpaid meal period. The second shift shall be ten (10) hours pay for ten (10) hours worked plus the shift differential set forth in the Master Agreement.

4.7. There will be no pyramiding of overtime rates.

4.8. Recognized holidays shall be as follows: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. Under no circumstances shall any work be performed on Labor Day except in cases of emergency

involving life or property. In the event a holiday falls on Saturday, the previous day, Friday, shall be observed as such holiday. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. There shall be no paid holidays. If employees are required to work on a holiday, they shall receive the appropriate rate as provided in the Master Agreement not to exceed double the straight time rate of pay, Work on Labor Day requires the prior approval of the Business Manager of the applicable Union. The listed holidays may be modified by mutual agreement of the Primary Employer and the Unions.

4.9. Employees performing IBEW Covered Work dispatched off the Helper Book shall, at a minimum, receive wages and benefits as specified in Attachment C.

5. UNION RECOGNITION AND REFERRAL

5.1. The Employers recognize the Unions signatory to this Agreement as the sole and exclusive collective bargaining agents for its construction craft employees performing Covered Work for the Project, and further recognize the traditional and customary craft jurisdiction of the Unions.

5.2. All employees performing Covered Work shall be or shall become and then remain members in good standing of the Union as a condition of employment on or before the eighth (8th) day of employment, or the eighth (8th) day following the execution of this Agreement, whichever is later.

5.3. The Unions shall be the source of all craft employees for Covered Work for the Project. Employers agree to be bound by the hiring and layoff practices of the Unions, including hiring of apprentices, and to utilize its registration facilities and referral systems. Notwithstanding this provision, Owner and the Employers shall have the right to determine the competency of all referrals; determine the number of employees required determine the selection of employees to be laid-off and reject any applicant referred by the Unions.

5.4. The Unions will exert their utmost efforts to recruit sufficient numbers of skilled and qualified craft employees to fulfill the requirements of each Employer. The Unions and the Employers agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, age, pregnancy, any genetic information or any other protected classification protected by law or regulation. Each Employer, Owner and the Unions agree that they will not require any employee or applicant to submit to genetic testing or non-job related medical inquiries.

5.5. NV Energy has always stressed the importance of local hiring on any construction project. Local hiring brings a sense of community to the initiative and supports the local economy in which it is doing business. In continuance of that initiative, the parties agree that hiring will be from the Unions books for the geographic area.

5.6. In the event the referral facilities maintained by the Unions do not refer the employees as requested by the Employer within a forty eight (48) hour period after such requisition is made by the Employer (Saturdays, Sundays and Holidays excepted), the Employer may employ applicants from any source.

5.7. Employers performing work under Section 2.2 (IBEW Inside Work) may utilize the workmen dispatched from the Helper Books described in Attachment C. These workmen may be used for all work involving installation of Generating Panels including material distribution and removal of waste from within the arrays. Installation Crews shall be setup in teams of 1 Foreman, 3 Apprentices, and 3 Helpers. Material Distribution Crews shall have at least 1 (JW) foreman and any combination of Apprentices, Helpers, and Material Expediters not exceeding a crew size of 16 workmen. Once the Generating Panels are installed, any further work downstream of this identified work will be performed by either Apprentices or Journeymen as per the Master Agreement. In accordance with Section 4.28 of the Master Agreement, a foreman is required on any job with (3) or more workmen and may supervise up to (15) workmen including himself/herself.

5.7.1. If there are insufficient apprentices available, an Employer performing work under Section 2.2 (IBEW Inside Work) may utilize the workmen dispatched from the Helper Books with the consent of the IBEW.

6. STRIKES AND LOCKOUTS

6.1. During the term of this Agreement, the Unions, agree that they shall not (and that it shall not cause its agents, representatives and employees) to incite, encourage, condone or participate in any strike, walkout, slowdown, sit-down, stay in, boycott, sympathy strike, picketing or other work stoppage for any cause whatsoever with respect to this Project; and it is expressly agreed that any such action is in violation of this Agreement. In the event of a violation of this provision, any Employer shall be entitled to seek relief in court, specifically including injunctive relief, to restrain any such action on the part of the Unions, and/or any of their agents, representatives or employees, in addition to the Liquidated Damages for violation of Section 1.5 and/or 6.1 of this Agreement.

6.2. Upon written notice of a violation to the Union and its' officers, and their agents, representatives, employees and persons acting in concert with it, the Union shall take immediate action and will use its best efforts to prevent, end or avert any such activity or the threat thereof by any of its officers, members, representatives or employees, either individually or collectively, including but not limited to, publicly disavowing any such action and ordering all such officers, representatives, employees or members who participate in such unauthorized activity to cease and desist from same immediately and to return to work and comply with its orders. Nothing in this Agreement shall be construed to limit or restrict the right of any of the parties to this Agreement to pursue fully any and all remedies available under law in the event of a violation of this Article 6.

6.3. The parties agree that to the extent the Master Agreement provisions of the Unions current labor agreement apply to this Project, they shall continue to apply throughout the duration of this Project notwithstanding the expiration of that agreement for all affected Employers on this Project.

6.4. Neither Owner nor any other Employer shall incite, encourage or participate in any lockout or cause to be locked out any employee covered under the provisions of this Agreement. The term "lockout" does not refer to the discharge, termination or layoff of employees by any Employer for any reasons in the exercise of its rights as set forth in any provision of this Agreement, nor does "lockout" include a decision by Owner or any Employer to terminate or suspend work on the Project Site or any portion thereof for any reason other than a labor dispute.

6.5. Notwithstanding the provisions of Section 6.1, it is agreed that the Unions retain the right to withhold the services of its members from a particular Employer who fails to make timely payments to the Unions benefit plans, or fails to timely pay its weekly payroll, in accordance with the Master Agreement; provided, in the event the Unions or any of its members withholds their services from such Employer, Owner or the applicable Employer shall have the right to replace such Employer with any other Employer who executes the Agreement To Be Bound. The Unions shall not withhold the services of its members under this provision without first giving Owner and the individual Employer alleged to be delinquent in its payments at least five (5) business days' notice, in the case of payroll delinquencies, and ten (10) business days' notice, in the case of benefit fund delinquencies, and an opportunity to cure the delinquency by tendering payment to the relevant employees or trust funds.

7. GRIEVANCE PROCEDURE

7.1. It is mutually agreed that any question arising out of and during the term of this Agreement involving interpretation and application of this Agreement shall be considered a grievance. Any grievances involving interpretation and application of this Agreement will be governed by this Agreement's grievance procedure as set forth below. Any grievances involving interpretation and application of the Master Agreement will be governed by the Master Agreement's grievance procedure.

7.2. Owner and any Employer, as well as the Unions, may bring forth grievances under this Article.

7.3. A grievance shall be considered null and void if not brought to the attention of the Employer(s) within five (5) working days after the incident that initiated the alleged grievance occurred or was discovered, whichever is later. The term "working days" as used in this Article shall exclude Saturdays, Sundays or holidays regardless of whether any work is actually performed on such days.

7.4. Grievances shall be settled according to the following procedure, except that grievances that do not involve an individual grievant shall be discussed by Owner (or the

applicable Employer) and the Union, and then, if not resolved within five (5) working days of written notice unless extended by mutual consent, commence at Step 4.

7.5. Step 1. The steward and the grievant shall attempt to resolve the grievance with the Employer's supervisor within five (5) working days after the grievance bas been brought to the attention of the Employer.

7.6. Step 2. In the event the matter remains unresolved in Step 1 above after five (5) working days, within five (5) working days after notice to the Union, the alleged grievance, in writing, may then be referred to the Business Manager of the Union and the Labor Relations representative of the Employer for discussion and resolution. A copy of the written grievance shall also be mailed/e-mailed to Owner and the applicable Employer.

7.7. Step 3. In the event the matter remains unresolved in Step 2 above after five (5) working days, within five (5) working days, the alleged grievance, in writing, may then be referred to the Business Manager of the Union and the Manager of Labor Relations of the Contractor or the Manager's designated representative and Owner (or the applicable Employer) as for discussion and resolution.

7.8. Step 4. If the grievance is not settled in Step 3 within five (5) working days, within five (5) days thereafter, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties. The request for arbitration and/or the request for an extension of time must be in writing with a copy to Owner and the applicable Employer. Should the parties be unable to mutually agree on the selection of an arbitrator, selection for that given arbitration shall be made by seeking a list of seven (7) labor arbitrators with construction experience from the Federal Mediation and Conciliation Service and alternately striking names from the list of names on the list until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall alternate between the party bringing forth the grievance and the party defending the grievance. Owner (or the applicable Employer) shall keep a record of the sequence and shall notify the parties to the grievance as to which party has the right to strike a name first.

7.9. The selected arbitrator ("Arbitrator") shall conduct a hearing at which the parties to the grievance shall be entitled to present testimonial and documentary evidence. Hearings will be transcribed by a certified court reporter. The parties shall be entitled to file written briefs after the close of the hearing and receipt of the transcript.

7.10. Upon expiration of the time for the parties to file briefs, the Arbitrator shall issue a written decision that will be served on all parties and on Owner and the applicable Employer. The Arbitrator shall have the authority to utilize any equitable or legal remedy to prevent and/or cure any breach or threatened breach of this Agreement. The Arbitrator's decision shall be final and binding as to all parties signatory to this Agreement. No arbitration decision or award under this Article may provide retroactive relief of any kind exceeding fifteen (15) calendar days prior to the date the grievance was first initiated at Step 1.

7.11. The cost of the Arbitrator and the court reporter, and any cost to pay for facilities for the hearing, shall be borne equally by the parties to the grievance. All other costs and expenses in connection with the grievance hearing shall be borne by the party who incurs them.

7.12. The Arbitrator's decision shall be confined to the issue(s) posed by the grievance and the Arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any provision of this Agreement.

7.13. Any party to a grievance may invite Owner to participate in resolution of a grievance. Owner may, at its own initiative, participate in Steps 1 through 3 of the grievance procedure.

7.14. In determining whether the time limits of Steps 2 through 4 of the grievance procedure have been met, a written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or e-mailed within the five (5) working day period. Any of the time periods set forth in this Article may be extended in writing by mutual consent of the parties to the grievance, and any written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or e-mailed during the extended time period.

7.15. For purposes of e-mailed copies of grievances to Owner, they can be sent to the following e-mail address: [_____@_____]

8. MANAGEMENT RIGHTS

8.1. Except as expressly limited by the specific provisions of this Agreement, the Employers retain full and exclusive authority for the management of their Project operations including, but not limited to: the right to direct the work force, including determination as to the number to be hired and the qualifications therefore; the number assigned to any specific work, the promotion, transfer, layoff of employees; the discipline or discharge of employees; the type of equipment to be used, the assignment and schedule of work; the promulgation of reasonable Project work rules; safety rules, drug and alcohol policies pursuant to Section 10.9 and the requirement, timing and number of employees to be utilized for Covered Work. Except as provided in the Master Agreement, no rules, customs, or practices which limit or restrict productivity or efficiency of the individual, and/or joint working efforts with other employees shall be permitted or observed. The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically covered by this Agreement.

8.2. There shall be no limitations or restriction upon Owner's choice of materials, techniques, methods, technology or design, or, regardless of source (including but not limited to country source of origin) or location, upon the use and installation of equipment, machinery, package units, pre-cast, prefabricated, prefinished, or preassembled materials of any kind, tools, or other labor-saving devices. The Union agrees that such material and equipment is to be installed without incident.

8.3. In recognition of the dynamic nature of the power industry, the parties agree that Owner may apply new technologies to the Project as they are developed, (including technological advances in the construction of power plants) even if such application results in a reduction of the amount of labor on the Project.

8.4. All construction equipment assigned by an Employer to the Project shall be under the control of Owner. Owner shall have the right to determine how many pieces of construction equipment an individual shall operate.

8.5. Owner retains the right to deny access to the Project to any employee on the basis of violating Owner's safety processes and procedures.

9. SUCCESSORSHIP AND SURVIVABILITY

9.1. The subcontracting obligations described in Article 3 are independent obligations of Owner and all Employers which shall survive any full or partial termination of Owner's involvement in the Project for any reason, including, without limitation: (i) any full or partial termination or transfer of Owner's right to control and coordinate construction work on the Project (ii) any full or partial termination or transfer of a contract, if any, of Owner for any Covered Work; (iii) the transfer of al] or any portion of the Project or any interest in the Project by any Owner; or (iv) any other event that results in the replacement of Owner with another Owner.

9.2. The parties agree that: (i) if Owner's involvement in the Project is terminated and (ii) Covered Work is performed by a contractor or subcontractor that is not in compliance with the provisions of Article 3, then Owner shall pay liquidated damages, as set forth on Attachment B.

9.3. Upon execution and delivery of an agreement assuming all the obligations of this Agreement and determination by the Unions that the successor is financially responsible, Owner shall be released from liability for the payment of liquidated damages under this Article 9 and shall have no liability for any breach of this Agreement by a successor employer or contractor. A successor shall be considered financially responsible if the Unions, in the exercise of its' reasonable judgment, determine that the successor is financially capable of completing the Project and complying with the obligations and undertakings of Owner under this Agreement, including any obligation to pay liquidated damages under this Article 9.

9.4. This Article shall be enforceable in any court of competent jurisdiction, and shall not be subject to the grievance procedure.

10. GENERAL PROVISIONS

10.1. If any article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the executive legislative, judicial or administrative branch of the federal or state government, the Employers and the Union

shall suspend the operation of such article or provisions during the period of its invalidity and shall substitute by mutual consent, in its place and stead, an article or provision which will satisfy the objections to its validity and which, to the greatest extent possible, will be in accord with the intent and purpose of the article or provision in question.

10.2. If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law, or by any of the above mentioned tribunals of competent jurisdiction, the remainder of the Agreement or application of such article or provision to persons or circumstances other than to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

10.3. Except as enumerated in this Agreement, all other terms and conditions of employment described in the Master Agreements that are in effect shall apply.

10.4. The provisions of this Agreement shall take precedence over conflicting provisions of the Master Agreement of the Unions.

10.5. The parties agree that all covered employees will be required to be at his or her work station and ready to begin work at the designated starting times. The parties support a pay arrangement that provides for the covered employee to be at his or her work station and ready to work at the start of this shift without compensation for the time traveled to his or her workstation however the parties further agree that employees will be compensated at the appropriate hourly rate of pay for travel time back to their vehicles from the workstation.

10.6. Each person executing this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of the party or parties indicated.

10.7. Rights of Owner. Nothing in this Agreement shall be construed as limiting the Owner, in its sole discretion at any time to terminate, delay, cease, or suspend construction activities, in whole or part, on this Project and/or shut down the Project Site or any part thereof for reason other than a labor dispute without any liability whatsoever, except for liability incurred prior to such action.

10.8. This Agreement may be executed in counterparts.

10.9. The parties recognize that Owner strongly supports a drug free work environment on each of its projects. To that end, the parties agree that Owner's drug testing policies shall be applied to the Project by each Employer on the site. Specifically, that policy includes pre-employment drug testing prior to starting work on the site, random drug testing on the worksite once employed and drug testing following any industrial accident resulting in an injury or any damage to Employer or Owner property. Should Owner require a pre-employment drug test of the employee(s) of the signatory Employer as noted above, and the employee(s) (through the signatory Employer) will be paid (1) hour show up pay if he successfully passes the pre-employment drug test.

Should an employee(s) initial test be deemed inconclusive and require further testing that employee(s) shall be paid (2) hour waiting time per day upon successfully passing the pre-employment drug testing. This pay provision shall only apply to pre-employment drug tests.

10.10. Zone Pay -- the parties reiterate their agreement that the provisions of the Inside Construction Master Agreement, Section 4.38 and 4.39 shall not apply throughout the term of the Project and that no zone pay shall be payable when workers are ordered to report directly to a jobsite. Any other references to Zone Pay in the Inside Construction Master Agreement shall not apply.

10.11. Any notices required under this Agreement shall be given as follows. Either party may notify the other in writing if its person designated to receive notice is changed.

To Owner:	To the Unions:
[Name]	[Name]
[Title]	[Title]
[Company]	[Company]
[Address]	[Address]
[City, State, Zip]	[City, State, Zip]
[Email]	[Email]
[Phone]	[Phone]

With a copy to:

[Name]	[Name]
[Title]	[Title]
NV Energy	[IBEW Local 357/396/401/1245]
[Address]	[Address]
[City, State, Zip]	[City, State, Zip]
[Email]	[Email]
[Phone]	[Phone]

11. TERM OF AGREEMENT

11.1. The term of this Agreement shall commence on the date an agreement is executed between NV Energy and Owner for the Project regarding this Project as identified in

Section 1.2, and shall continue in effect until completion of all Covered Work pursuant to Article 2.

SIGNATURE PAGE FOLLOWS

EXHIBIT 21

WORK SITE AGREEMENT

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of [insert date].

[Owner Company]

By: [Name]
Its: [Title]

[IBEW LOCAL 357]

By: [Name]
Its: [Title]

[IBEW LOCAL 396]

By: [Name]
Its: [Title]

[IBEW LOCAL 401]

By: [Name]
Its: [Title]

[IBEW LOCAL 1245]

By: [Name]
Its: [Title]

EXHIBIT 21

WORK SITE AGREEMENT

ATTACHMENT A
AGREEMENT TO BE BOUND

[PROJECT NAME]

The undersigned hereby certifies and agrees that:

1.) It is an Employer as that term is defined in Section 1.4 of the NV ENERGY RENEWABLE ENERGY PROJECT Work Site Agreement ("Agreement") because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Project (as defined in Sections 1.2 and Article 2 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

2.) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.

3.) If it performs Covered Work, it will be bound by the legally established trust agreements designated in local master collective bargaining agreements, and hereby authorize the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.

4.) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.

5.) It will secure a duly executed Agreement To Be Bound, in form identical to this document, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: _____ Name of Employer _____

(Authorized Officer & Title) _____

_____

(Address) _____

EXHIBIT 21

WORK SITE AGREEMENT

ATTACHMENT B
SCHEDULE OF LIQUIDATED DAMAGES FOR BOTH PARTIES

WORK SITE AGREEMENT
[PROJECT NAME]

1. Strikes: In the event the Union violates the terms of Section 6.1 of the Work Site Agreement, including without limitation, by interfering with the Project or by supporting a strike at the work site, then the Union shall be jointly and severally liable for an amount equal to twenty thousand dollars ($20,000) for each day in which the Union is in violation of the terms of Sections 1.5 and/or 6.1.

2. Failure of Successor to Assume. In the event Owner fails to cause its successor to assume the Work Site Agreement,

   Owner shall pay an amount equal to the journeyman electrician's or journeyman lineman's total compensation, as applicable, for each hour that work was performed on the Project within the scope of this Agreement by employees of contractors or subcontractors who are not signatory to this Agreement as follows:

   Fifty Percent (50%) per hour to the qualified pension plan and
   Fifty Percent (50%) per hour to the qualified health and welfare plan

   of the Union(s) performed by the contractor(s) or subcontractor(s) not signatory to this Agreement. The parties agree that the Union shall enforce, collect and receive the liquidated damages described herein on behalf of its qualified pension plan and its qualified health and welfare plan. The qualified pension plans and the qualified health and welfare plans shall have no right to independently enforce the provisions of this Agreement.

3. The liability of the Owner, any Employer and/or the Union under this Agreement shall be several and not joint. Neither the Owner, nor any Contractor shall be liable for any violations of this Agreement by any other Contractor or party; and the Union shall not be liable for any violations of this Agreement by any other Union or party.

4. In no event shall Owner or Unions' liability for violation of this Agreement exceed $1,000,000 (one million dollars).

EXHIBIT 21

WORK SITE AGREEMENT

ATTACHMENT C

IBEW 357 NV Energy [Project Name] Project Helper Rates

	Check	H&W	DFW	B-Plan	JATC	LMCC *	NLMCC	NEBF 3%	CAF 0.2%	Total
Helper										

* LMCC is a total of [$]: [$] contribution from the contractor and [$] deduction from the employees' wages.

Wages and Benefits are for workers dispatched from the Helper Books for the NV Energy [Project Name].

EXHIBIT 22

REACTIVE CAPABILITY CURVES

Sample Reactive Capability Curve included at execution, and final Reactive Capability Curve to be provided after final equipment selection by Supplier.

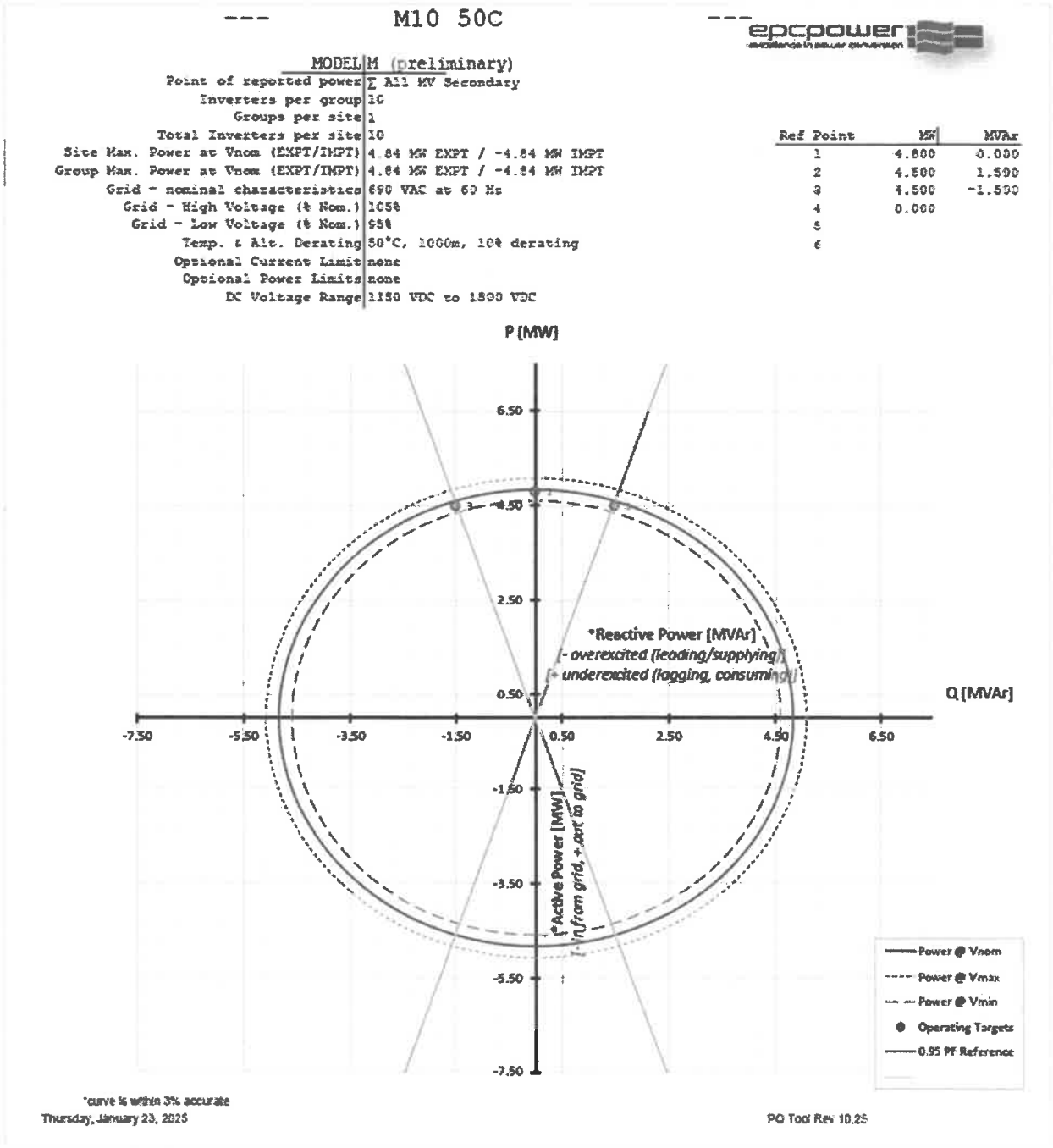


EXHIBIT 23A

EQUIPMENT SPECIFICATIONS (SOLAR PV)

[Attached]

NVEnergy	EQUIPMENT SPECIFICATIONS	
	Subject: Renewable Energy & Origination **Solar PV Generating Facility**	
Number: **NVE-PPA01**	Current Issue: **REV 2**	Issue Date: **02/10/2025**
	Revised by: Director, Engineering & Project Management Shane Pritchard: _____	
	Approved by: VP, Renewable Energy & Origination Jimmy Daghlian: _____	

Revision No.	Date	Revision Notes	Reviewed By	Approved By
0	11/20/2024			
1	01/29/2025	See markup revisions below		
2	2/10/2025	Revision to section 4.1 panel temp coefficient specification		

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1.0 DEFINITIONS

Term	Definition
AC	Alternating Current
Bifaciality Factor	The ratio of the rear side efficiency to the front side efficiency.
DC	Direct Current
EMC	Electromagnetic Compatibility
EMS	Energy Management System
FAT	Factory Acceptance Test or Factory Acceptance Testing
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronics Engineers
LeTID (Light and Elevated Temperature Induced Degradation)	Degradation that occurs in PV modules when exposed to light and elevated temperatures over time.
LID (Light Induced Degradation)	Decrease in the performance of PV modules when first exposed to sunlight.
Mono PERC	A type of solar cell technology that includes passivated emitter and rear cell.
MPPT	Maximum Power Point Tracking
MTBF	Mean time between failures
PV	Photovoltaic
PID (Potential Induced Degradation)	A phenomenon in which the power output of a PV module is reduced due to high voltage stress.
SCADA	Supervisory Control and Data Acquisition systems
Tier 1	A classification used to denote the highest quality and reliability in PV module manufacturing, typically characterized by financial stability, proven product performance, and large-scale production capabilities.
THD	Total Harmonic Distortion
UL	Underwriters Laboratories

2.0 CODES AND STANDARDS

1. IEC 61215: Standard for design qualification and type approval of PV modules.
2. IEC 61730: Standard for safety qualification of PV modules.
3. IEC 61853-1: Photovoltaic (PV) module performance testing and energy rating - Part 1: Irradiance and temperature performance measurements and power rating.
4. IEC 61853-2: Photovoltaic (PV) module performance testing and energy rating - Part 2: Spectral response, incidence angle, and module operating temperature measurements.
5. IEC 61853-3: Photovoltaic (PV) module performance testing and energy rating - Part 3: Energy rating of PV modules.
6. IEC 61853-4: Photovoltaic (PV) module performance testing and energy rating - Part 4: Standard reference climatic profiles.
7. IEC 62782: Photovoltaic (PV) modules - Cyclic (dynamic) mechanical load testing.
8. IEC 62804-1: Photovoltaic (PV) modules - Test methods for the detection of potential-induced degradation - Part 1: Crystalline silicon.
9. IEC 62804-2: Photovoltaic (PV) modules - Test methods for the detection of potential-induced degradation - Part 2: Thin-film.
10. IEC 61646: Thin-film terrestrial photovoltaic (PV) modules - Design qualification and type

approval.

11. UL 1703: Standard for Flat-Plate Photovoltaic Modules and Panels.
12. UL 61730: Photovoltaic (PV) Module Safety Qualification.
13. UL 61701: Salt mist corrosion testing of photovoltaic (PV) modules.
14. UL 61215: Standard for crystalline silicon terrestrial photovoltaic (PV) modules - Design qualification and type approval.
15. UL 61730-1: Photovoltaic (PV) module safety qualification - Part 1: Requirements for construction.
16. UL 61730-2: Photovoltaic (PV) module safety qualification - Part 2: Requirements for testing.
17. UL 6703: Connectors for Photovoltaic Systems.
18. ASTM E1036: Standard Test Methods for Electrical Performance of Non-Concentrator Terrestrial Photovoltaic Modules and Arrays Using Reference Cells
19. ASTM E2236: Standard Test Methods for Electrical Performance of Concentrator Terrestrial Photovoltaic Modules and Systems
20. ASTM E2848: Standard Test Method for Reporting Photovoltaic Non-Concentrator System Performance
21. ISO 9001: Quality management systems - Requirements
22. ISO 14001: Environmental management systems - Requirements with guidance for use
23. RoHS (Restriction of Hazardous Substances): Ensured materials used in PV modules are free from hazardous substances
24. IEC 62109-1: Safety of power converters for use in photovoltaic power systems - Part 1: General requirements
25. IEC 62109-2: Safety of power converters for use in photovoltaic power systems - Part 2: Particular requirements for inverters
26. IEC 61727: Photovoltaic (PV) systems - Characteristics of the utility interface
27. IEC 62116: Utility-interconnected photovoltaic inverters - Test procedure of islanding prevention measures
28. IEC 60068: Environmental testing
29. IEC 61000: Electromagnetic compatibility (EMC)
30. UL 1741: Standard for Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources
31. UL 62109-1: Safety of power converters for use in photovoltaic power systems - Part 1: General requirements
32. UL 62109-2: Safety of power converters for use in photovoltaic power systems - Part 2: Particular requirements for inverters
33. UL 1998: Standard for Safety-Related Software
34. IEEE 1547: Standard for Interconnection and Interoperability of Distributed Energy Resources with Associated Electric Power Systems Interfaces
35. IEEE 1547.1: Standard Conformance Test Procedures for Equipment Interconnecting Distributed Energy Resources with Electric Power Systems and Associated Interfaces
36. MIL-STD-810G: Environmental Engineering Considerations and Laboratory Tests

3.0 OVERVIEW AND BENEFITS OF EQUIPMENT SPECIFICATIONS

The equipment specifications outlined in this Exhibit 23 (these "Specifications") are designed to ensure the safe, reliable, and efficient operation of the Generating Facility over the Term. These Specifications

have been carefully developed to maintain high standards of performance, availability, and reliability, which are essential for meeting contractual energy delivery obligations and ensuring the long-term viability of the Generating Facility.

The primary objective of these Specifications is to mitigate risks associated with equipment failure, degradation, and suboptimal performance by establishing rigorous technical and quality requirements for all major components. By doing so, these Specifications help to safeguard the Generating Facility's operational efficiency, ensure compliance with applicable industry codes and standards, and provide a framework that supports grid stability and integration.

Key benefits include:

- **Performance Assurance:** These Specifications are tailored to maintain optimal performance of the Generating Facility over the Term, minimizing the risk of Energy output shortfalls and maximizing the return on investment.
- **Reliability and Availability:** These Specifications promote the use of high-quality, proven equipment with warranties and manufacturer experience, reducing downtime and enhancing Generating Facility availability.
- **Safety:** These Specifications enforce strict compliance with safety standards and guidelines to ensure the safety of both personnel and the broader energy system.
- **Risk Mitigation:** Clear technical and performance standards reduce the likelihood of unforeseen issues, ensuring that any risks related to equipment quality, installation, and long-term performance are managed proactively.
- **Long-term Sustainability:** By ensuring that equipment is capable of withstanding the environmental and operational conditions specific to the Generating Facility location, these Specifications contribute to the long-term sustainability of the Generating Facility.

By enforcing these Specifications, Buyer aims to ensure that the Generating Facility not only meets immediate energy delivery goals but also maintains consistent, reliable performance throughout the lifespan of the Generating Facility. This approach provides value to all stakeholders, including developers, investors, and utility customers, through increased efficiency, reduced risks, and enhanced operational certainty.

If the Generating Facility is paired with a Storage Facility, additional specifications specific to the Storage Facility will be provided to address the unique requirements for the Storage Facility.

4.0 SOLAR MODULES

Solar modules are the fundamental components in PV systems responsible for converting sunlight into electrical energy. These modules vary in size, type, and efficiency depending on the application, whether for commercial, industrial, or utility-scale solar projects. The following section outlines the minimum acceptable specifications for PV modules, including power ratings, temperature coefficients, and compliance with international standards. Additionally, it covers key requirements such as module efficiency, degradation rates, warranty periods, and fire safety classifications.

4.1 PV Module Specifications

Module Category:

- Commercial and Industrial PV Modules (Medium Scale Industrial sites; ≥480W if polycrystalline silicon or monocrystalline or ≥465W if thin-film) & Utility Scale Modules (Solar Farms, Power plants; ≥480W if polycrystalline silicon or monocrystalline or ≥465W if thin-film)

- Polycrystalline silicon Bifacial Modules: 520W; Bi-faciality Factor of ≥70% standard
    - Typical Rear side gain of 65% or greater bifaciality factor (The exact bifacial gain depends on many factors, most commonly dependent on Albedo, Ground Cover ratio, and structural height)
- Thin-Film Modules: ≥465W
- **ALL PV Modules must be Tier 1 Rated (Bloomberg) for power purchase agreements**

Maximum System Voltage: 1000V/1500V (depending on model specifications). All ground mount systems shall be 1500V rated.

Type: Monocrystalline or polycrystalline silicon, or thin-film (CdTe, CIGS); All monocrystalline or polycrystalline silicon must be bi-facial. Thin-film shall be bifacial if best available module is available in bi-facial from the manufacturer. **Temperature Coefficient (absolute value):** ≤ 0.4%/°C(for better performance in high temperatures).

- Typical range (-0.26%/°C to -0.36%/°C) for crystalline modules (Mono or Poly) and bifacial modules.
- Typical range (-0.2%/°C to -0.4%/°C) for thin-film modules.

Operational Temperature Ranges: -40°C to +85°C

Compliance with Standards and Testing: PV modules shall comply with IEC 61215, IEC 61730, IEC 61853, IEC 67282, IEC62804, IEC 61646, UL 61215, UL 6703, ASTM E1036, ASTM E2236, ASTM E2848, ISO 9001, ISO 14001, RoHS, UL 1703, IEC 61701 and UL 61730 standards.

Efficiency: ≥21% for crystalline modules; ≥21% for bifacial modules (front side); ≥17% for thin film modules.

- The PV module efficiency and operating temperature range must be based on measured performance data from independent third-party testing and certification (e.g. TUV, UL, or IEC lab testing), field testing results from similar projects or FAT. The data should cover efficiency at various load levels and confirm that the module maintains optimal performance across the specified operating temperature range. Performance claims made in datasheets must be validated with supporting performance documentation.

Warranty: 25 years for performance (linear output warranty) and 10 years for product. (minimum warranty periods)

Degradation Rates:

- **Contract Year 1 Degradation:** The maximum allowable degradation rate in the first Contract Year should not exceed 3%.
- **Annual Degradation After Contract Year 1:** The degradation rate should not exceed 0.50% per Contract Year after the first Contract Year.
- **Performance at Contract Year 25:** By the end of the 25-year period comprising the Term, the modules should retain at least 80% of their original power output.

Fire Safety Classification: Modules should be classified as Class A, Class B, or Class C based on the installation requirements and local fire safety codes. (as per IEC 61730-2).

Accessories and Fittings:

- **Connectors:** Standard MC4 or compatible connectors. (as per UL 6703)

5.0 INVERTERS

Inverters are a critical component of PV systems, responsible for converting the DC generated by solar modules into AC for grid connection and use. They ensure optimal energy output through advanced technologies such as MPPT and play a vital role in maintaining Generating Facility reliability and performance. The following section details the minimum acceptable specifications for inverters, covering key aspects like inverter type, efficiency, voltage ranges, cooling systems, protection features, and compliance with industry standards to ensure operational safety and reliability.

5.1 Inverter specifications

Type: String inverters or central inverters.

Temperature Range: -25°C to 55°C. Rated capacity shall be maintained at temperatures up to 50°C, with derating to be acceptable above 50°C

MPPT: Inverters should include advanced Maximum Power Point Tracking (MPPT) capabilities to optimize the power output from the PV array.

Input Voltage Range: Wide input voltage range to accommodate different PV array configurations, typically up to 1000V DC for roof top PV inverters and 600V to 1500V DC for ground mounted PV system inverters. .

Output Voltage: Standard output voltage for grid connection, typically 208V, 240V, 400V, 480V, or medium voltage options for utility-scale applications (e.g., 600V, 630V, 800V, 1000V).

THD: THD should be less than 3% to ensure power quality.

- Provide measured data on THD for both voltage and current to ensure the inverter complies with grid code requirements and does not introduce significant power quality issues.

Efficiency: ≥ 98% (conversion efficiency). (MPPT efficiency at least 99%)

- The inverter efficiency and operating temperature range must be based on measured performance data from independent third-party testing and certification (e.g. TUV, UL, or IEC lab testing), field testing results from similar projects or FAT. The data should cover efficiency at various load levels and confirm that the inverter maintains optimal performance across the specified operating temperature range. Performance claims made in datasheets must be validated with supporting performance documentation.

Warranty: Minimum 5 years product warranty with optional extensions up to 20 years.

MTBF - Mean Time Between Failures:

- A minimum acceptable MTBF shall be provided with inverter equipment suggestion. It shall be based on field-tested or independently measured reliability data. This can be based on historical data from similar installations or accelerated life testing. Please see Table below table for the minimum acceptable MTBF values for inverters.

Ambient Temperature	25° C	30° C	35°C	40° C

MTBF – 50% Duty Cycle	58,000 h	50,000 h	44,000 h	39,000 h

*Note: These MTBF values are viewed as a guide to the minimum acceptable hours. Inverter manufacturers' MTBF values may exceed these minimums without exception. If the inverter manufacturers MTBF values fall within 2.5% below the table values, the Buyer must be informed to make a decision for the product. Any manufacturer whose MTBF values are more than 2.5% below the table values will not be accepted or considered.

Performance Guarantee: Guarantee of specified efficiency and performance levels over the warranty period.

Compliance with Standards: PV Inverters shall comply with IEC 62109, IEC 61727, IEC62116, IEC 60068, IEC 61000, UL62109 UL 1741, IEEE 1547, UL 1998, and MIL-STD-810G.

Cooling Systems: Effective cooling mechanisms (forced air cooling, liquid cooling) to maintain optimal operating temperatures.

Protection Features: Include overvoltage protection, undervoltage protection, overcurrent protection, short-circuit protection, ground fault protection, and surge protection.

Communication Interfaces: Support for various communication protocols (Modbus, RS485, Ethernet) for remote monitoring and control and integration with SCADA systems for comprehensive energy management.

5.2 Telemetry Integration for Inverters

For effective real-time monitoring and control the following critical data points must be transmitted via telemetry to Buyer's EMS or SCADA systems:

1. **System-Level Output Power (AC Side)**
    - Total power output from all inverters combined, measured in megawatts (MW), representing how much energy the Generating Facility is feeding into the grid or providing to loads.
2. **System Input Power (DC Side)**
    - For PV Generating Facility, the combined DC power coming from all solar arrays to the inverters.
3. **System Efficiency**
    - Aggregated conversion efficiency for the entire Generating Facility, representing the ratio of total AC power output to DC input power.
4. **System Voltage (AC Side)**
    - The total output voltage at the point of interconnection to the grid.
5. **System Current (AC Side)**
    - Total current output on the AC side, representing the total flow of electrical power from the Generating Facility to the grid.
6. **Power Factor**

- The aggregate power factor for the Generating Facility

7. **Total Energy Output (Cumulative)**
8. **Reactive Power Output (Q)**
9. **Inverter Capacity Utilization**
    - Aggregated data showing the extent to which the Generating Facility's inverters are being utilized, typically expressed as a percentage of total available capacity.
10. **Inverter availability**
    - Total number of inverters available for power generation excluding any inverters that are unavailable due to Generating Facility maintenance, planned outages or forced outages etc.
11. **Grid Connection Status**
    - The Generating Facility's overall connection status to the grid, indicating whether it is operating grid-connected, in island mode, or offline.

5.3 Enclosure Rating

Appropriate IP rating (IP65 or higher for outdoor installations) to protect against dust, water, and environmental conditions.

5.4 Additional Features

Anti-Islanding Protection, Reactive Power Control, Grid Support Functions, Firmware Upgrades.

6.0 MOUNTING SYSTEMS

Mounting systems securely install solar modules, ensuring stability and efficiency under various conditions. For utility-scale projects, they include corrosion-resistant racking, support posts, rails, and foundations. Mounting systems may be fixed-tilt or tracking to optimize energy capture. Key components like clamps, fasteners, and actuators are designed to withstand wind, snow, and extreme temperatures. This section outlines the minimum requirements for these mounting systems.

- **Material:** Corrosion-resistant materials (e.g., aluminum or galvanized steel).
- **Load Capacity:** Designed to withstand local wind loads and snow loads, hail and extreme temperatures.
- **Mounting Type:** Fixed-tilt or tracking
- **Trackers:** Single axis, dual axis
- **Actuators:** Electro-mechanical
- **Reliability (trackers and actuators):** MTBF>175,000 hours
- **Warranty:** 10 years on structural components; 5 years on electrical and mechanical components.

7.0 COMBINER BOXES

Combiner boxes play a crucial role in utility-scale solar installations, consolidating multiple PV strings into a single output for streamlined connection to the inverter. This section outlines the minimum specifications, focusing on DC voltage and current ratings, overcurrent protection, environmental durability, and compliance with relevant safety standards to ensure reliable performance and safety in large-scale solar applications.

- **DC Voltage Rating:** The combiner box must be rated to handle the maximum DC voltage of the PV array.
    - Typical ratings: 1500V DC for large utility-scale systems. Combiner box voltage rating must align with the maximum Generating Facility voltage to prevent damage or failure.
- **Current Rating:** The box must be capable of handling the total current from all the connected strings. Current rating depends on the number of strings, the current per string, and any safety margins.
- **Fuse/Breaker Current Ratings:** Fuses or breakers should be sized according to the PV module short-circuit current (Isc), typically at 1.25 times the Isc.
- **Overcurrent Protection:**
    - Fuse Protection: Ensure that the combiner box includes sufficient overcurrent protection to prevent damage to the Generating Facility in case of fault conditions.
    - Arc-Fault and Ground-Fault Protection: Combiner boxes with integrated arc-fault and ground-fault protection (Preferred), which is essential for systems subject to safety standards like the NEC (National Electrical Code).
- **Environmental Conditions and Protection:** Ingress Protection (IP) or NEMA Ratings:
    - IP65 or NEMA 4X for outdoor environments, providing protection against dust and water.
    - NEMA 3R for installations where the exposure to water is limited, such as covered or sheltered areas.
- **Compliance with Standards and Regulations**
    - UL and IEC Certification: Combiner box shall comply with relevant safety standards, such as UL 1741 for US-based installations, IEC 61439-2 for international installations, and NEC Compliance to Article 690
- **Surge Protection**
    - Surge Protection Devices (SPDs): Combiner box shall be equipped with surge protection to guard against transient voltage spikes from lightning or grid faults.

8.0 EQUIPMENT MANUFACTURER QUALIFICATION

Equipment manufacturer qualification requirements ensure that only reputable manufacturers provide critical equipment for utility-scale solar projects. These qualifications apply to manufacturers of solar modules and inverters and assess the manufacturer's experience, capabilities, and compliance with industry standards, helping to mitigate risks and protect the long-term success of this Agreement.

8.1 PV Module Manufacturer Requirements

- **Experience Level:** Minimum 10 years of experience in the manufacturing and supply of PV modules.
- **Track Record:** Proven experience with similar projects. The manufacturer must have supplied modules to at least 6 projects greater than 20 MW each, with each project financed by a major financial institution.
- **Annual Module Capacity:** Demonstrated annual production capacity of 8,500 MW of PV modules.

- **Certifications**: Certified under **ISO 9001** (Quality Management Systems) and all relevant industry standards and certifications, including **IEC 61215** and **IEC 61730**.
- **Client References**: A minimum of **3 client references** from completed PV projects, with feedback on module performance, reliability, and customer satisfaction.
- **Financial Stability**: Proof of financial stability, such as financial statements showing minimum annual revenue of **$500 million**. Additionally, an **Altman-Z** score of at least **1.8** (indicating stable financial health).
- **Project Examples**: Three examples of PV projects over **$50 million** each within the last **five years**. Each example must include:
    - Project name, description, and location.
    - Size (MW) and total energy output (MWh annually).
    - Project structure (e.g., EPC, PPA, TSA).
    - Performance metrics, including uptime, energy yield, and performance guarantees met or exceeded.

8.2 Inverter Manufacturer Requirements

- **Experience Level**: Minimum **10 years** in the design, manufacture, and supply of inverters for utility-scale solar projects.
- **Track Record**: Demonstrated success with similar scale projects, having supplied inverters to at least **6 projects** over **20 MW** each, each with a separate financing institution involved.
- **Annual Production Capacity**: Sufficient production capacity to meet the Generating Facility's needs, typically demonstrated by supplying at least **500 MW** of inverters annually.
- **Certifications**: Compliance with **ISO 9001** standards and any relevant **UL, IEC, or ANSI certifications** specific to inverter safety and performance (e.g., **IEC 62109**).
- **Client References**: Minimum of **3 client references** from recent inverter installation projects using the proposed model of inverters, confirming reliability, performance, and client satisfaction.
- **Reliability and Performance Data**: Demonstrated reliability through **MTBF** data and compliance with any **energy output guarantees** relevant to utility-scale projects.
- **Project Examples**: Three recent projects (within the last five years) with a scope value over **$50 million**. Include:
    - Project name, description, and location.
    - Capacity (MW) and structure (e.g. EPC, PPA).
    - Performance metrics, including uptime, energy output, and performance guarantees.
    - Reliability records (e.g., MTBF) and major maintenance events.

9.0 TESTING REQUIREMENTS (QUALITY CONTROL)

This section outlines the testing and quality control requirements for PV modules and inverters supplied for the Generating Facility under this Agreement.

The supplier is responsible for determining the appropriate scope of both pre-shipment testing and Factory Acceptance Testing (FAT), following prudent industry practices to ensure long-term performance of the Generating Facility under the PPA.

For PV modules, the supplier shall establish a pre-shipment testing protocol that meets industry standards to verify performance and quality prior to delivery. Recommended tests may include flash testing, visual inspections, and electroluminescence (EL) imaging, but the final scope of testing remains at the supplier's discretion to align with best practices.

For inverters, the supplier shall conduct FAT to validate functionality, performance, and compliance with Generating Facility specifications. The scope of FAT shall be determined by the supplier, ensuring alignment with prudent industry practices and sufficient testing to support reliable operation over the PPA term.

By implementing appropriate testing measures, the supplier ensures that PV modules and inverters meet the necessary quality and performance standards to maintain the long-term reliability of the Generating Facility.

9.1 Pre-Shipment Testing Requirements for PV modules

Only a portion of the panels is required to be tested. This will be done via batch sampling with acceptable quality level. The testing may include the following:

1. **Flash Testing:** Verifies the power output (wattage, voltage, and current) under standard test conditions.
2. **Visual Inspections:** Ensures there are no defects such as cracks, scratches, or delamination.
3. **Electroluminescence (EL) Imaging:** Detects microcracks or hidden defects.
4. **Basic Functionality Checks** Confirms that the modules are working as expected and meet minimum quality thresholds.
5. **Acceptable Quality Level:**
   A minimum of 0.1% of modules from each batch will be tested. If all sampled modules pass the tests, the entire batch will be considered acceptable. If any failures occur, an additional 1% of the batch will be tested. If failures persist during the extended testing, the entire batch may be subjected to further testing and inspection, corrective measures, or replacement, depending on the severity of the defects and the Supplier's discretion.

9.2 FAT Requirements for Inverters

A portion of inverters supplied for the Generating Facility must undergo comprehensive FAT at the manufacturer's facility prior to shipment. The FAT process will verify that the inverters meet the technical, performance, and safety specifications required for the Generating Facility. The testing may include the following:

1. **Functional Testing:**
   - Verification of input/output voltage and current ratings.
   - Efficiency testing under various load conditions.
   - Protection system functionality (e.g., overvoltage, overcurrent, and grounding).
   - Grid compliance and anti-islanding features.
2. **Performance Testing:**
   - Testing at full and partial loads to confirm rated performance.

- Harmonic distortion testing to ensure compliance with power quality standards.
- Thermal performance testing to verify operation within the specified temperature range.

3. **Communication and Telemetry Testing:**
   - Verification of data logging and communication capabilities with SCADA systems.
   - Testing of telemetry functions for monitoring critical parameters such as inverter status, power output, and fault signals.
4. **Environmental Testing:**
   - Temperature cycling to simulate extreme operating conditions.
   - Humidity testing to ensure robustness against environmental factors.
5. **Safety and Compliance Testing:**
   - Testing for compliance with relevant safety standards (e.g., UL, IEC).
   - Grounding and insulation resistance tests.
6. **Acceptable Quality Level:**
   - A minimum of 4% of the total inverters will be subjected to FAT. If all tested inverters meet the specifications, the batch will be considered acceptable. If any inverter fails, an additional 10% of the batch will be tested. If failures persist during the extended testing, the entire batch may be subjected to further testing, corrective measures, or replacement, depending on the severity of the defects and the Supplier's discretion.

EXHIBIT 23B

EQUIPMENT SPECIFICATIONS (BESS)

[Attached]

NVEnergy	**EQUIPMENT SPECIFICATIONS**	
	Subject: Renewable Energy & Origination **Energy Storage Facility**	
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1.0 DEFINITIONS

Term	Definition
AC	Alternating Current
BESS	Battery Energy Storage Systems
BMS	Battery Management Systems
DoD	Depth of Discharge
DC	Direct Current
EMS	Energy Management System
FAT	Factory Acceptance Test
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronics Engineers
MTBF	Mean time between failures
PCS	Power Conversion System
SCADA	Supervisory Control and Data Acquisition systems
SOC	State of Charge (Battery)
SOH	State of Health (Battery)
UL	Underwriters Laboratories

2.0 CODES AND STANDARDS

1. UL 1973: Standard for Batteries for Use in Stationary, Vehicle Auxiliary Power and Light Electric Rail (LER) Applications
2. UL9540 and UL9540A: Energy Storage Systems and Equipment
3. IEC 62619 Safety requirements for secondary lithium cells and batteries, for use in industrial applications
4. UL 1741: Standard for Inverters, Converters, Controllers and Interconnection System Equipment for Use with Distributed Energy Resources
5. IEEE 1547: Standard for Interconnection and Interoperability of Distributed Energy Resources with Associated Electric Power Systems Interfaces
6. IEEE 1547.1: Standard Conformance Test Procedures for Equipment Interconnecting Distributed Energy Resources with Electric Power Systems and Associated Interfaces
7. NFPA 855: Standard for the installation of Stationary Energy Storage Systems
8. NFPA 2001: Clean Agent Fire Extinguishing Systems
9. NFPA 2010: Fixed Aerosol Fire Extinguishing Systems

3.0 OVERVIEW AND BENEFITS OF EQUIPMENT SPECIFICATIONS

The equipment specifications outlined in this Exhibit 23 (these "Specifications") are designed to ensure the safe, reliable, and efficient operation of the Storage Facility over the Term applicable to the Storage Facility. These Specifications have been carefully developed to maintain high standards of performance, availability, and reliability, which are essential for meeting contractual energy delivery obligations and ensuring the long-term viability of the Storage Facility.

The primary objective of these Specifications is to mitigate risks associated with equipment failure,

degradation, and suboptimal performance by establishing rigorous technical and quality requirements for all major components. By doing so, these Specifications help to safeguard the Storage Facility's operational efficiency, ensure compliance with applicable industry codes and standards, and provide a framework that supports grid stability and integration.

Key benefits include:

- **Performance Assurance:** These Specifications are tailored to maintain optimal performance over the Term applicable to the Storage Facility, minimizing the risk of Product shortfalls and maximizing the return on investment.
- **Reliability and Availability:** These Specifications promote the use of high-quality, proven equipment with warranties and manufacturer experience, reducing downtime and enhancing Storage Facility availability.
- **Safety:** These Specifications enforce strict compliance with safety standards and guidelines to ensure the safety of both personnel and the broader energy system.
- **Risk Mitigation:** Clear technical and performance standards reduce the likelihood of unforeseen issues, ensuring that any risks related to equipment quality, installation, and long-term performance are managed proactively.
- **Long-term Sustainability:** By ensuring that equipment is capable of withstanding the environmental and operational conditions specific to the Storage Facility location, these Specifications contribute to the long-term sustainability of the Storage Facility.

By enforcing these Specifications, Buyer aims to ensure that the Storage Facility not only meets immediate energy delivery goals but also maintains consistent, reliable performance throughout the lifespan of the Storage Facility. This approach provides value to all stakeholders, including developers, investors, and utility customers, through increased efficiency, reduced risks, and enhanced operational certainty.

4.0 BESS COMPONENTS

This section specifies the minimum requirements for BESS components, including battery type, operating conditions, cycle life, and warranties, to ensure reliability and longevity. Key elements such as the BMS, PCS, and efficiency parameters are detailed to optimize performance, safety, and compliance with grid standards.

4.1. Battery Packs

- **Type:** Lithium-ion or other advanced chemistries, suitable for modular utility-scale units (e.g., 2-10MW per unit)
- **Temperature Range:** The battery pack must operate between -20°C and +50°C, in accordance with individual battery pack specifications. Rated capacity shall be maintained at temperatures up to +50°C, with acceptable derating permitted above +50°C depending on the selected site elevation.
- **Capacity:** Total energy capacity specified at the pack level and sized in MWh based on overall Storage Facility storage requirements.
- **Cycle Life:** ≥ 5,000 cycles at 80% DoD for cells within each pack, ensuring longevity and durability.
- **Warranty:** Minimum 10-year warranty, for major components of BESS pack including:
    1. **Battery Cells/Modules**
        - Coverage for capacity retention, cycle life, and performance degradation within

specified limits
- Protection against manufacturing defects or failures under normal operating conditions.

2. **Battery Management System (BMS)**
   - Ensures monitoring, control, and safety of the batteries.
   - Coverage for functionality, such as balancing cells and protecting against overcharging, over-discharging, and overheating.
3. **Power Conversion System (PCS)/Inverter (PCS only requires a 5 year warranty)**
   - Converts direct current (DC) from the batteries to alternating current (AC) and vice versa.
   - Warranty covers performance efficiency, power capacity, and defects in design or materials.
4. **Thermal Management System**
   - Includes HVAC systems, cooling fans, or liquid cooling units.
   - Warranty addresses operational reliability and the ability to maintain optimal temperature ranges.
5. **Enclosures/Container**
   - Protects components from environmental factors such as temperature, humidity, and dust.
   - Coverage often includes material integrity and resistance to environmental degradation.
6. **Auxiliary Systems within the Battery System**
   - Includes fire suppression systems, relays, and cabling.
   - Warranties cover proper operation and safety compliance.
7. **Structural Components**
   - Mounting racks or support structures for batteries and equipment.
   - Coverage often includes material defects and structural integrity.

- **Grid Compliance:** Battery packs must meet UL 1973, UL 9540, UL 9540A, UL 1741 SB (Inverter), IEC 62619, and IEEE 1547 standards for safe grid integration and operation.

4.2. Battery Management System (BMS)

- **Function:** Monitors and manages battery health, charge/discharge rates, and thermal conditions.
- **Temperature Range:** Same as the battery system.
- **Accuracy:** High precision in voltage and temperature measurements.

4.3. Power Conversion System (PCS)

- **Type:** Inverters specifically designed for BESS.
- **Efficiency:** ≥ 93% (round-trip efficiency).
- **Temperature Range:** The PCS must operate between –20°C and +50°C. Rated capacity of the entire facility shall be maintained at temperatures up to +50°C, with acceptable derating permitted above +50°C depending on the selected site elevation.

4.4. Battery Packs MTBF

- Requirement: ≥50,000 hours. This must be supported by field-tested or independently measured reliability data, such as historical performance from similar installations or results from accelerated life testing, to ensure reliability for utility-scale applications.

4.5. BESS overall AC to AC Efficiency (Round-Trip Efficiency):

- Requirement: ≥ 84% round-trip efficiency from AC input to AC output at the Storage Facility Metering Point. This value represents the effective average efficiency over the project's lifetime. Calculations should account for losses due to thermal management, BMS power consumption, and other auxiliary systems to provide an accurate representation of operational efficiency.

5.0 TELEMETRY INTEGRATION:

BMS/EMS must monitor and provide key data points at a BESS level, including:

1. **State of Charge (SoC):**
   - aggregated across the entire battery system to give an overall charge level for the Storage Facility.
2. **State of Health (SoH)**
   - as an aggregate value for the entire Storage Facility, based on the performance of all cells and modules.
3. **Total Voltage**
4. **Total Current (Charge/Discharge Current)**
5. **Power (Charge/Discharge Power)**
6. **Cycle Count**
7. **Energy (Cumulative/ total Charging Energy and Discharging Energy for the entire Storage Facility)**
8. **Reactive Power Output (Q)**
9. **Charging Energy/Discharging Energy limits**

Some of these data points may be provided at the EMS/SCADA level, as individual BMS units may not have the capability to record site-level data.

All these data points should be transmitted via telemetry to the Buyer's EMS or SCADA systems for real-time monitoring and control.

6.0 BESS PACK MANUFACTURER QUALIFICATION

Equipment manufacturer qualification requirements ensure that only reputable manufacturers provide critical components for utility-scale BESS, supporting the long-term success of this Agreement. These standards specifically apply to manufacturers of battery packs and related systems; if the battery pack manufacturer differs from the cell manufacturer, these requirements are applicable to the pack manufacturer. By assessing experience, capabilities, and adherence to industry standards, these qualifications help mitigate risks and ensure reliable, enduring Storage Facility performance.

6.1. Experience Level

Minimum of 3 years in the manufacturing and supply of BESS packs, specifically for utility-scale applications.

6.2. Track Record

The manufacturer must demonstrate a proven track record with similar projects, having supplied BESS packs to at least 6 projects each exceeding 20 MW/80MWh in capacity, with each project financed by a reputable financial institution.

6.3. Annual Production Capacity

Demonstrated annual production capacity of at least 2 GWh of BESS packs, with scalable production capabilities to meet project demands.

6.4. Certifications

Must hold relevant certifications, including:

- ISO 9001 (Quality Management Systems)
- ISO 14001 (Environmental Management Systems)
- ISO 45001 (Occupational Health and Safety)
- UL 9540 (Safety of Energy Storage Systems) or equivalent

6.5. Client References

Subject to confidentiality restrictions, Buyer to use commercially reasonable efforts to provide a minimum of 3 client references from completed BESS projects, specifically focused on:

- Module performance
- Reliability
- Customer satisfaction
- Warranty support and responsiveness

6.6. Financial Stability

Submission of proof of financial stability, including financial statements demonstrating a minimum annual revenue of $50 million. The manufacturer must also provide an Altman-Z score of at least 1.8, or other reasonable evidence, indicating stable financial health and low risk of bankruptcy.

6.7. Project Examples

Present 3 examples of completed BESS projects with a total project cost exceeding $50 million each within the last 5 years. Each example must include:

- Project name and description: Specify the project location and any unique features of the project.
- Size (MW) and total energy output: Specify the total energy contracted.
- Project structure: Specify the nature of the project.
- Performance Metrics: Subject to confidentiality restrictions, Buyer to use commercially reasonable efforts to include at least one of the following criteria:
    - Uptime percentage (minimum 95%)
    - Energy yield (expected vs. actual)
    - Performance guarantees met or exceeded (including degradation rates and capacity retention)

6.8. Technical Support and Warranty

Provide details of post-installation technical support, including warranty terms (minimum of 10 years for battery performance and 5 years for ancillary components).

6.9. Sustainability Practices

Outline sustainability practices related to the production, use, and end-of-life disposal or recycling of the BESS packs, demonstrating a commitment to environmental stewardship.

7.0 TESTING REQUIREMENTS (QUALITY CONTROL)

FAT is a critical quality assurance process conducted prior to the shipment of BESS packs. The primary purpose of FAT is to verify that the equipment meets specified design criteria, operates as intended, and complies with relevant standards and regulations. FAT provides assurance to stakeholders that the BESS packs are manufactured to the required quality, performance, and safety specifications before deployment in the field.

The supplier is responsible for determining the appropriate scope of Factory Acceptance Testing, following prudent industry practices to ensure long-term performance of the Facility under the PPA. Recommended tests may include the following; however, the final FAT scope remains at the supplier's discretion, allowing alignment with industry best practices and project-specific requirements.

7.1. FAT Testing Requirements:

1. **Visual Inspection:** Conduct a thorough visual check for any physical defects or abnormalities in the BESS packs.
2. **Electrical Testing:** Perform insulation resistance testing and continuity checks on electrical components.
3. **Functional Testing:** Execute operational tests to ensure proper functioning of all components, including the BMS.
4. **Performance Testing:** Assess the charge and discharge cycles, measuring energy output and efficiency against benchmarks.
5. **Safety and Compliance Testing:** Verify adherence to relevant safety standards (e.g., UL 9540, IEC 62619).
6. **Data Logging and Reporting:** Document all test results, anomalies, and corrective actions, generating a comprehensive FAT report.
7. **Client Witnessing:** Allow client representatives to observe the FAT process for transparency.
8. **Acceptable Quality Level:** A minimum of 10% of the packs designated for shipment as part of the project must undergo FAT testing. If all sampled modules pass the tests, the entire batch will be deemed acceptable. However, if any failures occur during this initial testing phase, an additional 20% of the batch will be subjected to FAT. Should further failures be identified during this extended testing, the following actions will be taken:
    - The entire batch may be subject to a comprehensive inspection at the discretion of Supplier.
    - Supplier may reject the batch based on the severity of the defects.
    - Supplier will be required to either replace the defective modules or implement corrective actions as necessary to meet the specified quality standards.

EXHIBIT 23C

EQUIPMENT SPECIFICATIONS (HV/MV)

[Attached]

NVEnergy	EQUIPMENT SPECIFICATIONS	
	Subject: Renewable Energy & Origination **HV / MV Electrical Equipment**	
Number: **NVE-PPA04**	Current Issue: **REV 1**	Issue Date: **01/29/2025**
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1.0 DEFINITIONS

Term	Definition
PPA	Power Purchase Agreement
PV	Photovoltaic
BESS	Battery Energy Storage System
TUV	Technischer Überwachungsverein (Technical Inspection Association)
UL	Underwriters Laboratories
IEC	International Electrotechnical Commission
MTBF	Mean Time Between Failures
SCADA	Supervisory Control and Data Acquisition
DCS	Distributed Control Systems
PLC	Programmable Logic Controllers
HMI	Human-Machine Interface
ISO	International Organization for Standardization
ANSI	American National Standards Institute
HV	High voltage
MV	Medium voltage
FAT	Factory Acceptance Tests or Factory Acceptance Testing

2.0 CODES AND STANDARDS

1. ANSI/IEEE C57.12 Power Transformers and Reactors
2. ANSI/IEEE C37 Circuit Breakers, Switchgear
3. IEC 60076 Power Transformers
4. IEC 62271 High Voltage Switchgear and Controlgear
5. IEC 61439 Low Voltage and Medium Voltage Switchgear and Controlgear Assemblies
6. IEC 60898 Circuit Breakers for Overcurrent Protection
7. IEC 60947 Low-Voltage Switchgear and Controlgear
8. IEC 60529 Degrees of Protection Provided by Enclosures - IP Code
9. NFPA 70 (NEC) – National Electrical Code
10. UL 1741 Inverters, Converters, Controllers, and Interconnection System Equipment for Use with Distributed Energy Resources
11. FERC standards

3.0 OVERVIEW AND BENEFITS OF EQUIPMENT SPECIFICATIONS

These HV and MV equipment specifications (these "Specifications") outlined in this Exhibit 23-A apply to renewable energy facilities, including solar PV, BESS, wind, and other renewable energy generating facilities. These Specifications are designed to ensure the safe, reliable, and efficient operation of the Facility throughout the Term. They have been carefully developed to maintain high standards of

performance, availability, and reliability, which are essential for meeting contractual energy delivery obligations and ensuring the long-term viability of the Facility.

The primary objective of these Specifications is to mitigate risks associated with equipment failure, degradation, and suboptimal performance by establishing rigorous technical and quality requirements for all major components. By doing so, these Specifications help to safeguard the Facility's operational efficiency, ensure compliance with applicable industry codes and standards, and provide a framework that supports grid stability and integration.

Key benefits include:

- **Performance Assurance:** These Specifications are tailored to maintain optimal performance over the Term, minimizing the risk of energy output shortfalls and maximizing the return on investment.
- **Reliability and Availability:** These Specifications promote the use of high-quality, proven equipment with warranties and manufacturer experience, reducing downtime and enhancing Facility availability.
- **Safety**: These Specifications enforce strict compliance with safety standards and guidelines to ensure the safety of both personnel and the broader energy system.
- **Risk Mitigation:** Clear technical and performance standards reduce the likelihood of unforeseen issues, ensuring that any risks related to equipment quality, installation, and long-term performance are managed proactively.
- **Long-term Sustainability:** By ensuring that equipment is capable of withstanding the environmental and operational conditions specific to the Facility location, these Specifications contribute to the long-term sustainability of the Facility.

By enforcing these Specifications, Buyer aims to ensure that the Facility not only meets immediate energy delivery goals but also maintains consistent, reliable performance throughout the lifespan of the Facility. This approach provides value to all stakeholders, including developers, investors, and utility customers, through increased efficiency, reduced risks, and enhanced operational certainty.

4.0 TRANSFORMERS

This section specifies the minimum requirements for HV and MV transformers used in utility-scale renewable energy projects. These transformers are critical for safe and efficient power transfer, designed to meet stringent standards for performance, reliability, and durability in various environmental conditions. The specifications below outline essential parameters such as temperature range, efficiency and reliability to ensure long-term operational stability.

The transformer design must be tailored to the specific use case and duty cycle (e.g., solar, wind, or BESS applications) to meet the unique demands of each system.

4.1 HV Transformers

- **Type:** Oil-immersed transformers.
- **Temperature Range:** -25°C to 50°C (for ambient temperature).
- **Efficiency:** ≥ 98%.
    - The transformer efficiency and operating temperature range shall be based on measured performance data from independent third-party testing and certification (e.g., TUV, UL, or IEC lab testing), field testing results from similar projects or FAT. The data should cover efficiency at various load levels and confirm that the

transformer maintains optimal performance across the specified operating temperature range. Performance claims made in datasheets shall be validated with supporting performance documentation.

- **Insulation:** High-quality insulation materials to ensure long-term reliability.

4.2 MV Transformers

- **Type:** Oil-immersed, dry-type or cast-resin transformers.
- **Temperature Range:** -25°C to 50°C (for ambient temperature).
- **Efficiency:** ≥ 98%.
    - The transformer efficiency and operating temperature range shall be based on measured performance data from independent third-party testing and certification (e.g., TUV, UL, or IEC lab testing), field testing results from similar projects or FAT. The data should cover efficiency at various load levels and confirm that the transformer maintains optimal performance across the specified operating temperature range. Performance claims made in datasheets shall be validated with supporting performance documentation.
- **Insulation:** Enhanced insulation systems to handle environmental conditions.
- **MTBF:** A minimum acceptable MTBF for MV and HV transformers is 100,000 hours. It shall be based on field-tested or independently measured reliability data. This can be based on historical data from similar installations or accelerated life testing

5.0 CIRCUIT BREAKERS, DISCONNECT SWITCHES, SURGE ARRESTORS

This section specifies the minimum requirements for HV and MV circuit breakers, disconnect switches and surge arrestors to ensure safe, reliable operation in utility-scale renewable energy projects. Each component must meet or exceed specified performance standards, including temperature tolerance, fault current handling capacity, and MTBF.

5.1 HV Breakers

- **Type:** Air-insulated, SF6-insulated, or vacuum breakers.
- **Temperature Range:** -25°C to 50°C (for ambient temperature).
- **Interrupting Capacity:** Sufficient to handle the maximum fault current in the system.

5.2 MV Breakers

- **Type:** Air-insulated, SF6-insulated or vacuum breakers
- **Temperature Range:** -25°C to 50°C (for ambient temperature).
- **Interrupting Capacity:** Adequate for the maximum fault levels in the installation.

5.3 HV/MV Disconnect Switches

- **Type:** Air-insulated, SF6-insulated or vacuum breakers
- **Temperature Range:** -25°C to 50°C (for ambient temperature).
- **Withstand Capacity:** Sufficient to withstand the maximum fault current in the system.

5.4 HV/MV Surge Arrestors

- **Type:** Station class metal-oxide
- **Temperature Range:** -25°C to 50°C (for ambient temperature).

5.5 MTBF:

- The minimum acceptable MTBF for MV/ HV circuit breakers, disconnect switches and surge arrestors is 200,000 hours. It shall be based on field-tested or independently measured reliability data. This can be based on historical data from similar installations or accelerated life testing.

6.0 EQUIPMENT MANUFACTURER QUALIFICATIONS

These Specifications are established to ensure that only reputable and experienced manufacturers provide MV and HV transformers, circuit breakers, and disconnect switches that are critical to the reliability and safety of the Facility. This criteria focuses on the manufacturer's experience, production capacity, certifications, financial stability, and proven reliability metrics, all of which help mitigate operational risks and ensure durable, high-performance equipment.

6.1 Manufacturer Qualification Requirements for MV and HV Transformers

1. **Experience Level:**
   Manufacturer must have a minimum of 15 years in the design, manufacturing, and supply of MV and HV transformers for utility-scale applications, demonstrating experience with transformers designed to meet grid interconnection and renewable energy standards.

2. **Track Record:**
   Manufacturer must show a proven track record with similar projects, having supplied MV and HV transformers to at least 10 utility-scale projects with each project capacity exceeding 50 MW. Each project should be financed by a reputable financial institution and include renewable energy applications (e.g., wind, solar, or BESS projects).

3. **Annual Production Capacity:**
   Manufacturer must have an annual production capacity of at least 5,000 MVA of MV and HV transformers combined, ensuring they can meet the scalability demands of large utility-scale projects.

4. **Certifications:**
   The manufacturer must hold relevant certifications to ensure quality, safety, and environmental compliance, including

   - ISO 9001: Quality Management Systems
   - IEC, IEEE, or ANSI Certifications: Compliance with relevant international standards for transformers, including IEC 60076 (Power transformers) and ANSI C57 standards.

5. **Client References:**
   Subject to confidentiality restrictions, Buyer to use commercially reasonable efforts to obtain client references. Manufacturer must provide a minimum of 3 client references from completed utility-scale projects, specifically attesting to:

   - Transformer performance under various load conditions
   - Reliability and operational uptime
   - Customer satisfaction, post-installation support, and responsiveness

6. **Financial Stability:**

Manufacturer must demonstrate financial stability with proof of a minimum annual revenue of $500 million. Additionally, the manufacturer must provide an Altman-Z score of at least 1.8, indicating low risk of financial distress or bankruptcy.

7. **Project Examples:**
Manufacturer must present 3 examples of completed projects within the last 5 years, each with a total project value exceeding $100 million. Each example should include:

   - Project Name and Description: Including location, unique design requirements, and renewable energy application.
   - Transformer Size and Type: Details on MV and HV transformers, specifying power ratings, voltage class, and type (e.g., oil-immersed or dry-type).
   - Performance Metrics: Metrics such as load efficiency, operating temperature range, and compliance with performance guarantees.

8. **Technical Support and Warranty:**
Manufacturer must provide comprehensive post-installation technical support and a minimum warranty period of 10 years for MV and HV transformers. The warranty must cover both performance and material defects, with clear terms on response times and support for any operational issues.

6.2 Equipment Manufacturer Qualification Requirements for Circuit Breakers and Disconnect Switches

1. **Experience Level:**

   Minimum of 10 years in the design, manufacturing, and supply of HV and MV circuit breakers and disconnect switches for utility-scale applications.

2. **Annual Production Capacity:**
Manufacturer must have an annual production capacity of at least 10,000 units of circuit breakers and disconnect switches combined, ensuring scalability to meet project demands.

3. **Certifications:**

   The manufacturer must hold the following relevant certifications:
   - **ISO 9001:** Quality Management Systems
   - **IEC or ANSI Certifications:** Compliance with relevant international standards for HV and MV voltage equipment, such as IEC 62271 (HV switchgear and controlgear) and ANSI C37 (American National Standard for circuit breakers).

4. **Financial Stability:**
The manufacturer must demonstrate financial stability with proof of a minimum annual revenue of at least $25 million. An Altman-Z score of at least 1.8 is required, indicating low risk of financial distress or bankruptcy.

5. **Reliability and MTBF Data:**
Manufacturers must provide evidence of MTBF data for both circuit breakers and disconnect switches, with a minimum acceptable MTBF of 100,000 hours. This data should be based on field testing or independent verification from similar installations.

6. **Technical Support and Warranty:**
The manufacturer must provide comprehensive post-installation technical support, including a minimum warranty of 5 years for both circuit breakers and disconnect switches. Warranty coverage should include both performance issues and material defects.

7.0 TESTING REQUIREMENTS (QUALITY CONTROL)

FAT Requirements for Transformers, Circuit Breakers, and Disconnect Switches

FAT is a critical quality assurance process conducted before the shipment of MV and HV transformers, circuit breakers, and disconnect switches. This testing verifies that each component meets specified design, performance, and safety standards necessary for reliable operation in utility-scale renewable energy projects. FAT provides assurance that the equipment will perform as required under field conditions, ensuring operational stability and efficiency. The following FAT requirements outline key tests for each equipment type to validate functionality, reliability, and compliance with industry standards.

The supplier is responsible for determining the appropriate scope of Factory Acceptance Testing, following prudent industry practices to ensure long-term performance of the Facility under the PPA.

Recommended tests may include the following; however, the final FAT scope remains at the supplier's discretion, allowing alignment with industry best practices and project-specific requirements.

7.1 FAT Testing Requirements for Transformers

- **Visual Inspection**: Verification of physical integrity, including the absence of defects, proper labeling, and complete assembly.
- **Insulation Resistance Test**: Checks insulation quality between windings and ground.
- **Transformer Turns Ratio (TTR) Test**: Ensures correct voltage ratios between primary and secondary windings.
- **Power Factor Test**: Measures insulation quality and identifies potential deterioration.
- **Temperature Rise Test**: Confirms the transformer's capability to operate within specified temperature limits.
- **Leakage Test**: Assesses the tightness of oil-immersed transformers to prevent leaks.
- **Impedance Measurement**: Verifies transformer impedance to ensure it meets design specifications.

7.2 FAT Testing Requirements for Circuit Breakers

- **Operational Mechanism Test**: Evaluates the opening and closing operation of the breaker under simulated load conditions.
- **Insulation Resistance Test**: Checks insulation integrity across contacts and to the ground.
- **Contact Resistance Test**: Measures resistance across closed contacts to ensure minimal loss.
- **Timing Test**: Ensures the breaker operates within specified opening and closing time limits.
- **Dielectric Test**: Confirms the breaker's ability to withstand high voltage without breakdown.
- **Pressure and Leak Test** (for SF6-insulated breakers): Ensures no gas leaks and checks internal pressure levels.

7.3 Acceptable Quality Level (AQL)

For **HV transformers, circuit breakers, and disconnect switches, 100% of the components** designated for the project must undergo FAT to ensure they meet stringent quality and reliability standards required for utility-scale applications.

For **MV transformers, circuit breakers, and disconnect switches**, a minimum of 10% of the components must undergo FAT. If all sampled MV parts pass, the batch will be deemed acceptable. However, if any failures occur during this initial testing phase, an additional 20% of the batch will be subjected to FAT. Should further failures arise in the extended sample, the following actions will be taken:

- **Comprehensive Inspection**: The entire batch may be subject to a full inspection at Supplier's discretion.
- **Batch Rejection**: Supplier reserves the right to reject the batch if defects are deemed substantial.

7.4 Corrective Actions

If defects are identified during FAT, Supplier will be required to either replace the defective parts or implement corrective actions to ensure compliance with specified quality standards. This corrective process ensures that all equipment aligns with the requirements of this Agreement, safeguarding the operational integrity and reliability of the Facility and supporting the long-term success of this Agreement.

EXHIBIT 24

OPERATING PROCEDURES

The initial Operating Procedures of the Generating Facility and Storage Facility are as defined and set forth in this Exhibit 24. The final Operating Procedures for the Generating Facility and Storage Facility will be mutually developed and agreed to by the Parties no later than ninety (90) days prior to the Commercial Operation Date. The Operating Procedures shall be annually reviewed by the Parties within sixty (60) days after the beginning of each Contract Year to optimize operations of the Generating Facility and Storage Facility for both Parties. Any mutually developed and agreed to changes to the Operating Procedures shall be included in an amended and restated Exhibit 24. The Parties shall cooperate to integrate the systems and controls necessary to implement the Operating Procedures and shall, subject to the requirements set forth in the Agreement, adjust the Facility and their respective systems and controls in order to implement the Operating Procedures. If such integration or adjustments are not reasonably practicable or would violate the terms and conditions of the Agreement, the Parties shall meet and confer and use commercially reasonable efforts to make reasonable amendments to the Agreement, including these Operating Procedures, in order to integrate such systems and controls.

I. Forecasting

A. Supplier will provide to Buyer an Availability Notice in accordance with Section 14.2 of the Agreement, and which incorporates the following information:
   1) Supplier's Generating Facility availability on an hourly basis;
   2) Supplier's optimal charging schedule, including charging window and hourly charging rate;
   3) hourly maximum charging rate availability of the Storage Facility;
   4) hourly minimum charging rate availability of the Storage Facility; and
   5) current status of the Storage Facility, expressed as a percentage of total availability of the Storage Facility for discharge or state of charge.

B. Planned Outages and forced outages notifications and scheduling shall be via the Availability Notice. Additionally, in the event of a forced outage, Supplier shall notify the Buyer's Operating Representative of such forced outage and expected date and time for return to service.

C. Supplier shall reasonably cooperate with Buyer and Buyer's Operating Representative to provide data for Buyer's Automatic Generation Control ("AGC") signals for the Generating Facility and the Storage Facility.

D. Supplier shall use commercially reasonable efforts to support Buyer's market bidding and dispatch strategy, including adding additional required equipment, generating requested data points, assisting in programming efforts, and making adjustments to the Facility to allow it to better receive and follow AGC signals. Notwithstanding the foregoing and subject to the terms and conditions of the Agreement, Supplier shall strictly adhere to Buyer's Charging Notices and Discharging Notices.

OPERATING PROCEDURES

II. Charging Notices and Discharging Notices

A. Buyer's Energy Management System shall provide separate AGC dispatch signals for the Generating Facility and the Storage Facility. Buyer shall update the AGC signal every five (5) minutes. If Buyer fails to update the AGC signal for either the Generating Facility or the Storage Facility, the Generating Facility or the Storage Facility, as applicable, shall continue to dispatch in accordance with the latest AGC signal received.

B. A Discharging Notice will be delivered to Supplier in conjunction with each Charging Notice.

C. Buyer will provide to Supplier, per the WECC pre-scheduling calendar, a forecasted Charging Notice and Discharging Notice. The Charging Notice and Discharging Notice will incorporate Supplier's solar resource availability per Supplier's 7-day hourly rolling forecast.

D. For the Charging Notices, Buyer shall provide Supplier with the following information:
   1) the hours in which Supplier shall charge the Storage Facility;
   2) the energy in each hour Supplier shall charge the Storage Facility; and
   3) whenever feasible, Buyer will utilize Supplier's provided optimal charging window identified in section I.A.2.

E. For the Charging Notices, Buyer may request charging from any other source besides the Generating Facility, subject to Supplier's consent not to be unreasonably withheld, conditioned or delayed.

F. For the Discharging Notices, Buyer shall provide Supplier with the following information:
   1) the hours in which Supplier shall discharge the Storage Facility; and
   2) the energy to be discharged from the Storage Facility in each hour.

G. Buyer's Energy Management System will provide AGC signals identifying when Buyer is economically curtailing Energy deliveries from the Generating Facility. This AGC signal will indicate that Buyer is requesting less output than the Generating Facility otherwise has been forecasted to generate and deliver. Notwithstanding anything to the contrary contained in this Agreement, curtailment required by the Market Operator or other entity performing such function as a result of economic offers for the Facility energy into a market shall be considered curtailment required by Buyer for economic reasons.

H. For any curtailments pursuant to Sections 10.1 or 10.2 of the Agreement, Balancing Authority Area Operator will manually adjust the Delivery Point setpoint to the required curtailment value. Such adjustments from the Balancing Authority Area Operator may also be communicated to Supplier verbally or in writing, particularly in the event of Transmission System issues that require Facility curtailment until such issues are resolved. Delivery Point setpoint will override AGC commands issued to the Generating Facility and the Storage Facility.

I. Buyer and Supplier shall review Buyer's dispatch strategy on a quarterly basis.

OPERATING PROCEDURES

III. Modifications to the Charging and Discharging Notices

A. On the day of operation, to the degree that it is technically feasible, Buyer reserves the right to make adjustments to its Charging Notices and Discharging Notices. To this end, Supplier will provide to Buyer real-time software application(s) which allow(s) Buyer to access the Stored Energy Level status of the Storage Facility, as well as the current forecasts of PV generation from the Generating Facility.

B. To make intraday adjustments on the day of operation, Buyer will communicate with Supplier in a manner that is mutually agreeable to both Buyer and Supplier. Such communications may be made telephonically with Supplier to verbally request adjustments to the charge or discharge status of the Storage Facility, including the rate of charge or discharge of the Storage Facility.

C. Supplier will communicate with Buyer, utilizing the manner of communication mutually agreed upon above, whether Buyer's requested adjustment to the charge or discharge schedule contained in Buyer's Charging Notice and Discharging Notice is feasible, both in terms of the hour(s) requested, as well as the rate of charge or discharge requested. Should Buyer's requested adjustment to the charge or discharge schedule be infeasible, due to the current charged or discharged status of the Storage Facility, Buyer and Supplier shall mutually agree to:

1) an alternate adjustment to the charge or discharge schedule, which adjustment is technically feasible given the Stored Energy Level or discharge of the Storage Facility; or
2) reject Buyer's adjustment to the charge or discharge schedule, and resume Buyer's original charge or discharge schedule as specified in Buyer's Charging Notice and Discharging Notice; and
3) any adjustments necessary to future charge or discharge schedules contained in Buyer's Charging Notices and Discharging Notices which will be rendered infeasible due to Buyer's requested adjustment to the charge or discharge schedules on the day of operation.

IV. Delivery

Supplier will deliver the Discharging Energy to the Delivery Point in a real-time response to:

1) in the primary instance, with a real-time dispatch command per section III above; or
2) an automated, scheduled Discharge Notice per section II.E above as a backup.

The total Discharging Energy in real-time will be limited to the Stored Energy Level (less any losses to deliver such stored energy to the Delivery Point) and to the available power rating of the Generating Facility and contractual limits under the Agreement.

V. Measurement and Verification

A. "Equivalent Cycles" or "Equivalent Full Cycles" shall occur at the point at which, during any discrete period of time, the measured aggregate energy throughput (charge and

OPERATING PROCEDURES

discharge) of the Storage Facility during such period of time equals contracted aggregate throughput (charge and discharge) capacity of the Storage Facility during such time.

B. Supplier will push real-time Storage Facility data to Buyer's equipment for Buyer to view Supplier's energy management system and data historian that will monitor the Storage Facility's state of health metrics as well as usage metrics such as Equivalent Cycles to date. In accordance to Exhibit 1, Buyer will be allowed to use 365 Equivalent Cycles per Contract Year with a maximum of two Equivalent Cycles per day. Buyer will be able to monitor the number of Equivalent Cycles that have occurred over the life of the Storage Facility on a real-time basis. As soon as the Storage Facility meets the Equivalent Cycle limit, Supplier will no longer be able to execute Charge Notices or Discharging Notices for that Contract Year.

VI. Scheduling Reports

Supplier will send out a daily report to Buyer so they may transmit to other parties. The report will include, at a minimum, the following day's Charging Notice and Discharging Notice as well as forecasted Energy generation from the Generating Facility, including the forecasted Net Energy of the Generating Facility to be delivered to the Delivery Point in so much as it is reduced by Charging Energy sent to the Storage Facility.

VII. Operating Parameters

#	OPERATING PARAMETER	VALUES	NOTES
1	Charging Method	Constant Power (CP)-Constant Voltage (CV)	
2	Discharging Method	Constant Power (CP)	
3	Maximum CP-rate for charging and discharging the Storage Facility	600 MW	Measured at the Storage Facility Metering Point
4	Charging Source	Generating Facility and, subject to the requirements of Section 3.4.6.2, other sources	
5	Maximum Annual Average State of Charge (SOC)	45%	
6	Operational State of Charge (SOC) Limits	0%-100% or as per manufacturer recommendation	As defined in the EMS

OPERATING PROCEDURES

7	Maximum Number of Equivalent Full Cycles per Contract Year	365	
8	Delivery Point Maximum Amount	600 MW	
9	Maximum Cumulative Discharging Energy per Contract Year	876,000 MWh	
10	Maximum Cumulative Discharging Energy per day	Storage Contract Capacity (MW) of the Storage Facility for the given Contract Year * 4 * 2	e.g., 200 MW * 4 * 2= 1600 MWh. Allows potential for two Equivalent Cycles in a day yet average one Equivalent Cycle per day per condition #8 above
11	Specified Charge/Discharge Ramp Rate for Roundtrip Efficiency Test Only	600 MW/min	This is a specific ramp rate that is only used during a Round Trip Efficiency Test. It may or may not be the same ramp rate that AGC uses during normal operation.
12	Specified Rest Period for Storage Facility for Roundtrip Efficiency Test Only	Up to 3 hours or as per manufacturer recommendation	This is a specific rest period that is only used during a Round Trip Efficiency Test.
13	Minimum State of Charge for Roundtrip Efficiency Test Only	0 % or as per manufacturer recommendation	This is a specific State of Charge that is only used during a Round Trip Efficiency Test.
14	Operating Temperature	-20°C to 50°C	

VIII. Key Personnel Lists

OPERATING PROCEDURES

Supplier shall provide Buyer with a list of key personnel. The key personnel list shall include, but not be limited to, positions such as Plant Manager, Control Room Manager, and VP of Safety and Environmental Compliance. This list should be reviewed and updated annually by Supplier to account for any changes in staffing, and any modifications made must be communicated promptly to Buyer and any other relevant parties.

IX. Record Keeping

All operational, maintenance, safety, and environmental records must be diligently documented and stored by Supplier in a secure and easily accessible manner. These records shall include, but not be limited to, daily operation logs, equipment maintenance records, safety inspection reports, environmental compliance documentation, and any incident reports. Records must be retained by Supplier for a minimum of five (5) years, and a systematic record archiving process should be implemented to ensure efficient retrieval when needed.

EXHIBIT 25

STORAGE CAPACITY TESTS

Upon no less than ten (10) Business Days prior notice to Buyer, Supplier shall schedule and complete a Storage Capacity Test prior to the Commercial Operation Date. Such initial Storage Capacity Test shall adjust the Storage Contract Capacity based on the actual capacity of the Storage Facility for the first Contract Year.

Thereafter, at least once per Contract Year within the first quarter of each Contract Year, upon no less than ten (10) Business Days prior notice to Buyer, Supplier shall schedule and complete a Storage Capacity Test. In addition, Buyer shall have the right to require a retest of the Storage Capacity Test at any time upon five (5) days prior written notice to Supplier if Buyer reasonably believes that the Storage Capacity has varied materially from the results of the most recent tests. Supplier shall have the right to run a retest of the Storage Capacity Test at any time upon five (5) days prior written notice to Buyer (or any shorter period reasonably acceptable to Buyer consistent with Good Utility Practice).

No later than five (5) days following any Storage Capacity Test, Supplier shall submit a testing report detailing results and findings of the test. The report shall include Meter readings and plant log sheets verifying the operating conditions and output of the Storage Facility. The actual capacity determined pursuant to a Storage Capacity Test shall become the new Storage Contract Capacity at the beginning of the day following the completion of the test for all purposes under this Agreement.

Supplier will perform a Storage Capacity Test generally in the following manner and utilizing the following steps:

1) Supplier may conduct any pre-capacity test activities required or recommended by the Storage Facility equipment suppliers, including charging or discharging the Storage Facility, prior to commencing step 2 below;

2) Supplier will fully charge the Storage Facility so that it is in a state that it is made commonly and typically available to Buyer as fully charged and dispatchable;

3) Supplier will discharge the Storage Facility at full capacity, over a duration of four (4) consecutive hours;

4) Supplier will add the quantity of MWh produced by the Storage Facility during the four (4) consecutive hours to produce a sum quantity of MWh for the four (4) hour full discharge of the Storage Facility;

5) Supplier will divide the sum quantity of MWh produced over the four (4) hour full discharge of the Storage Facility by a factor of four (4), to produce a value that will become the Storage Contract Capacity for the Contract Year.

Example:
Hour 1 Discharge = 25 MWh
Hour 2 Discharge = 25 MWh
Hour 3 Discharge = 25 MWh

EXHIBIT 25

STORAGE CAPACITY TESTS

Hour 4 Discharge = 25 MWh
25 + 25 + 25 + 25 = 100 MWh
100 MWh/4 hours = 25 MW
Storage Contract Capacity = 25 MW

EXHIBIT 26

AVAILABILITY TESTS

1. Availability Test; Monthly Storage Availability

Test procedures for the Availability Test and calculation of the Monthly Storage Availability of the Storage Facility to be provided by Supplier, subject to Buyer's approval.

Storage Capacity at Delivery Point$_m$ = the Storage Contract Capacity at Delivery Point as adjusted from time to time in accordance with Section 3.4.7, multiplied by four then multiplied by the number of days in Month$_m$ (in MWh).

Monthly Storage Availability = $\frac{\text{(Storage Capacity at Delivery Point}_m\text{) - (Undischarged Energy}_m\text{)}}{\text{(Storage Capacity at Delivery Point}_m\text{)}}$

2. Availability Liquidated Damages

The Availability Liquidated Damages in Summer Month (m) in which the Monthly Storage Availability is less than the Guaranteed Storage Availability shall be calculated as follows:

Availability Liquidated Damages$_m$ = .98 * Undischarged Energy Price$_m$ * Undischarged Energy$_m$

Where:

Availability Liquidated Damages$_m$ = Availability Liquidated Damages in Summer Month m (in $)

Undischarged Energy Price$_m$ = Average On-Peak Mead in Summer Month m (in $/MWh)

Undischarged Energy$_m$ = The total amount (in MWh) of Discharging Energy in Summer Month m excluding Excused Products that Buyer could have scheduled and received at the Delivery Point pursuant to Section 14.3 from the Storage Facility but was unable to schedule and receive because the Storage Facility was out of service, in whole or in part, or otherwise not performing in accordance with the operational requirements specified in Exhibits 1 and 24, such amount of Discharging Energy to be reasonably determined by Supplier (i) during the period the Storage Facility was out of service, in whole or in part, or otherwise not performing in accordance with the operational requirements specified in Exhibit 1 and (ii) consistent with the Operating Procedures and operational requirements specified in Exhibit 1.

EXHIBIT 27

CYBERSECURITY

1.1. SCOPE OF THIS ARTICLE

This Exhibit applies to Supplier and its personnel and subcontractors that provide hardware, software, or services to Buyer that may impact the confidentiality, integrity, or availability of Buyer's networks, systems, software, Data, or Confidential Information for the term of this Agreement.

1.2. DEFINITIONS

1.2.1. "BES Cyber System Information" or "BCSI" shall mean information concerning CIPS Covered Assets that: (i) relates to the production, generation or transmission of energy; (ii) could be useful to a person planning an attack on critical infrastructure; and (iii) provides strategic information beyond the geographic location of the critical asset, and which is identified as BCSI by Buyer.

1.2.2. "CIPS Covered Assets" shall mean any assets identified by Buyer as "BES assets," "BES cyber assets," "BES cyber systems," "protected cyber assets," "electronic access control or monitoring systems," "electronic access points," or, "physical access control systems," as those terms are defined in the North American Electric Reliability Corporation (NERC) Glossary of Terms.

1.2.3. "BES" shall mean the "Bulk Electric System" as defined by NERC.

1.2.4. "Confidential Information" shall mean: (i) proprietary information of Buyer; (ii) information marked or designated by Buyer as confidential, sensitive, or internal; (iii) BCSI of Buyer; (iv) information, whether or not in written form and whether or not designated as confidential, which is known to Supplier as being treated by Buyer as confidential; (v) information provided to Buyer that Buyer is obligated to keep confidential (including but not limited to information that identifies an individual or customer of Buyer, such as customer account numbers, customer addresses, customer energy usage information, credit or bank account numbers, social security numbers, passport or driver's license numbers, whether or not such information is publicly available); and (vi) information developed by Supplier in connection with the performance of this Agreement.

1.2.5. "Data" shall mean any information, formulae, algorithms, or other content that Buyer or Buyer's employees, agents and end users upload, create or modify using any software provided pursuant to this Agreement. Data also includes user identification information and metadata which may contain Data or from which Buyer's Data may be ascertainable.

1.2.6. "Security Incident" shall mean any circumstance when (i) Supplier knows or reasonably believes that the confidentiality, integrity, or availability of any Buyer Data has been adversely impacted, including but not limited to, incidents where Buyer Data has been damaged, lost, corrupted, destroyed, or accessed, acquired, modified, used, or obtained by any unauthorized person, by any person in an unauthorized manner, or for an unauthorized purpose; (ii) Supplier or Buyer knows

or reasonably believes that an act or omission has adversely impacted the cybersecurity of the products or Facility, or the supply chain of products and equipment by Supplier or by the existence or discovery of active or latent risk which adversely impacts the physical, technical, administrative, or organizational safeguards protecting Supplier's systems or Buyer's systems holding Buyer Data; or (iii) Supplier or Buyer receives any complaint, notice, or communication for an active or latent risk which relates directly or indirectly to (a) Supplier's handling of Buyer Data or Supplier's compliance with the data safeguards in this Agreement or applicable Law in connection with Buyer Data or (b) the cybersecurity of the equipment or Facility, or the supply chain of equipment, provided by Supplier.

1.2.7. "Sensitive Personnel" shall mean all employees, agents or subcontractors of Supplier who may have authorized unescorted physical access or authorized cyber access to Buyer's CIPS Covered Assets.

1.3. CYBER SECURITY CONTROLS

1.3.1. Supplier shall have and maintain security controls to protect Buyer's networks, systems, software, Confidential Information, and Data that are no less rigorous than the latest published version of ISO/IEC 27001 – Information Security Management Systems–Requirements, and ISO/IEC 27002 – Code of Practice for International Security Management

1.3.2. Supplier agrees to disclose to Buyer known security vulnerabilities in hardware, software, and services provided under this Agreement in a timely manner.

1.3.3. Supplier will take commercially reasonable steps to ensure that services as provided under this Agreement shall not contain malicious code, unwanted or unexpected features.

1.3.4. If Supplier will have remote access to Buyer systems or networks, Supplier shall follow all applicable Buyer requirements for Supplier-initiated interactive remote access and system-to-system remote access with Supplier. To the extent Supplier's personnel will have interactive remote access to Buyer's networks, systems or applications, Supplier's personnel will use multi-factor authentication provided by Buyer. Authentication tokens and passwords must not be shared. Upon either (i) personnel termination actions or (ii) changes in the status of personnel which removes their need for remote access, Supplier shall report such termination or change in status to Buyer's Service Desk by telephone and email as soon as practicable and no later than close of the same business day. In the case of Sensitive Personnel and/or involuntary termination, notification must be immediate. In all other cases, notification must be within one business day.

1.3.5. Supplier shall ensure that email from Supplier and any services provided under this Agreement:

1.3.5.1. Originates from a domain or domains with a published Domain-based Message Authentication, Reporting and Conformance ("DMARC")

policy of "reject" and with a published Sender Policy Framework policy consisting of valid senders and a "fail" directive (-all). If the optional DMARC "pct" directive is used, "pct" must be set to "100";

1.3.5.2. Passes a DMARC authentication check;

1.3.5.3. Utilizes a DomainKeys Identified Mail (DKIM) 2048 bit key; and,

1.3.5.4. Supports Transport Layer Security (TLS).

1.3.6. Supplier shall encrypt and sign file transfers to or from Buyer via Gnu Privacy Guard (GPG), Pretty Good Privacy (PGP), or other mutually agreeable payload encryption solution. Encryption shall utilize National Institute of Standards and Technologies-approved algorithms, key lengths and cryptoperiods, with a two (2)-year key lifetime or other mutually agreeable payload encryption solution.

1.3.7. Supplier shall utilize physical or virtual token-based multi-factor authentication compliant with National Institute of Standards and Technologies Authentication Assurance Level 2 or higher for remote access into Supplier networks and external access to Supplier email. Authenticators classified as Restricted by National Institute of Standards and Technologies guidance, such as short message service text messages or email, are prohibited.

1.3.8. If Supplier requires receipt and retention of Buyer Data during the Term of the Agreement and in accordance with the scope of the Agreement, Supplier shall follow all applicable Buyer requirements for storage, transfer, disposition and access of Buyer Data as set forth in this Agreement or in any agreement entered into between the Parties pursuant to this Agreement, including but not limited to:

1.3.8.1. Supplier requests for Buyer Data shall be limited solely to the extent necessary to perform Supplier's work, services or obligations to Buyer under the scope of this Agreement and shall be subject to Buyer approval of transfer and storage implementations.

1.3.8.2. Supplier shall permanently delete Buyer Data in temporary transfer locations as soon as Supplier moves such data to a storage location.

1.3.8.3. Supplier shall restrict access to Buyer Data to solely necessary Supplier personnel and in accordance with the scope of this Agreement.

1.3.8.4. Supplier shall delete or return Buyer Data to Buyer during the Term when retention of such Buyer Data is no longer necessary to fulfillment of obligations under this Agreement.

1.3.9. If Supplier's scope under this Agreement includes an application programming interface, Supplier shall provide to Buyer a specification for its interface aligned to the latest version available from the OpenAPI Initiative or mutually-agreed equivalent.

1.4. OVERSIGHT OF COMPLIANCE

As evidence of compliance, Supplier shall either:

1.4.1. If this Agreement includes hosted or cloud services, Supplier shall provide annually to Buyer a Statement on Standards for Attestation Engagements (SSAE) Service Organization Control (SOC) 2 Type II audit covering the scope of this Agreement and pertaining directly to Supplier.

1.4.2. If this Agreement does not include hosted or cloud services, Supplier shall either:

1.4.2.1. Annually provide a copy of ISO 27001 certification covering the scope of this Agreement and pertaining directly to Supplier; or,

1.4.2.2. Annually provide a copy of a third-party audit covering the security controls relevant to hardware, software, or services provided under this Agreement and pertaining directly to Supplier. Audit results and Supplier's plan to correct any negative findings must also be made available to Buyer; or,

1.4.2.3. Allow Buyer to conduct an assessment, audit, examination, or review of Supplier's security controls to confirm Supplier's adherence to the terms of this Article, as well as any applicable laws, regulations, and industry standards, not more than once per year or upon notification of any Security Incident or complaint regarding Supplier's privacy and security practices. Buyer may elect to obtain the services of a mutually-agreeable third party to conduct this assessment, audit, examination, or review on behalf of Buyer. Buyer shall give Supplier no less than thirty (30) calendar days' notice of its intent to conduct such assessment, audit, examination, or review. As part of this assessment, audit, examination, or review, Buyer may review all controls in Supplier's physical and/or technical environment in relation to all Confidential Information being handled and/or hardware, software, or services being provided pursuant to this Agreement. Supplier shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, application software, and systems relevant to the provision of hardware, software, or services under this Agreement.

1.5. SECURITY INCIDENT PROCEDURES; EQUITABLE RELIEF

In the event of a Supplier, or subcontractor Security Incident affecting Buyer, Buyer's networks, systems, software, Data, or Buyer's Confidential Information,

1.5.1. Supplier shall:

1.5.1.1. Notify Buyer of the Security Incident as soon as practicable, but no later than 48 hours after Supplier becomes aware of it, to 515-281-2967 and GlobalSecurityOperations@brkenergy.com; and

1.5.1.2. Provide Buyer with the name, phone number, and email for the Supplier personnel who shall serve as Supplier's primary security contact and shall be available to assist Buyer with Security Incident management, response, and recovery associated with the Security Incident.

1.5.2. Immediately following Supplier's notification to Buyer of a Security Incident, the Parties shall coordinate with each other to investigate such Security Incident. Supplier agrees to coordinate with Buyer in Buyer's handling of the matter, including: (i) assisting with any investigation and (ii) making available all relevant records and other materials required to comply with applicable law, regulation, industry standards, or otherwise reasonably required by Buyer.

1.5.3. Supplier shall use best efforts to immediately remedy any Security Incident and prevent any further or recurrent Security Incident at Supplier's expense in accordance with applicable privacy laws, regulations, and standards. Supplier shall reimburse Buyer for actual reasonable costs incurred by Buyer in responding to, and mitigating damages caused by, any Security Incident, including all costs of notice and/or remediation pursuant to this section.

1.5.4. Supplier shall fully cooperate at its own expense with Buyer in any litigation or other formal action deemed reasonably necessary by Buyer to protect its rights relating to the use, disclosure, protection, and maintenance of its Confidential Information and Data.

1.5.5. Supplier acknowledges that any breach of Supplier's obligations set forth in this Article may cause Buyer substantial irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such a breach or threatened breach, Buyer is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which Buyer may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other available remedies at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

1.6. OBLIGATIONS ON TERMINATION AND TERMINATION ASSISTANCE

In addition to any other obligations that arise on termination or expiration of this Agreement, the Parties agree that, on any expiration or termination of this Agreement, upon completion of the delivery of the products and services to be provided under this Agreement, or at any time upon Buyer's request, regardless of the circumstance:

1.6.1. Supplier shall immediately surrender to Buyer all access cards, security passes, passwords and other such devices granting access to any Work Site or to Buyer networks or computer systems; and

1.6.1.1. If Supplier has access to Buyer facilities or systems, Supplier shall immediately surrender to Buyer all access cards, security passes, passwords and other such devices granting access to any Work Site or to Buyer networks or computer systems; and

1.6.1.2. If Supplier has Buyer Data, Supplier shall return any Buyer Data that is in its care, custody or control to Buyer in the format requested by Buyer and Supplier shall, within 14 days of receiving Buyer's written confirmation that it can read the Data provided by Supplier, (1) permanently delete any copies of the Data in Supplier's care, custody or control and (2) send Buyer written confirmation that data has been deleted.

1.6.1.3. If Supplier has Buyer hardware or removable media, Supplier will return to Buyer all hardware and removable media provided by Buyer that contains Buyer Data. Buyer Data in such returned hardware and removable media may not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by Buyer. If the hardware or removable media containing Buyer Data is owned by Supplier or a third-party, a written statement detailing the destruction method used and the data sets involved, the date of destruction and the entity or individual who performed the destruction will be sent to a designated Buyer security representative within fifteen (15) calendar days after completion of the delivery of the products and services to be provided under this Agreement, or at any time upon Buyer's request. Supplier's destruction or erasure of Buyer Data pursuant to this Exhibit must be in compliance with NIST or ISO Standards.

1.6.2. Prior to the expected expiration or termination of this Agreement (or any agreement entered into between the Parties pursuant to this Agreement) by either Party for any reason, or prior to the expected expiration or termination of this Agreement for any reason, including a default under this Agreement (or any other agreement entered into between the Parties pursuant to this Agreement), Supplier agrees to provide Buyer with the reasonable assistance services requested by Buyer. These services will include, at a minimum, converting data, providing parallel services until Buyer has transitioned to a new system, providing on-site technical support, cooperating with Buyer or its designated vendor in developing required interfaces, and such other assistance services as shall be necessary or appropriate to facilitate, without material or extended interruption to the services provided under this Agreement, the orderly transition of such services to Buyer or its new provider of services. The Parties agree that assistance services may extend beyond the Term as reasonably required by Buyer.

EXHIBIT 28

STORAGE ROUND TRIP EFFICIENCY GUARANTEE

A. Storage Round Trip Efficiency Test.

1. Testing Prior to Commercial Operation Date. Upon no less than ten (10) Business Days prior notice to Buyer, and at any time prior to the Commercial Operation Date, Supplier shall schedule and complete a Storage Round Trip Efficiency Test to verify that the Storage Facility can satisfy the Storage Round Trip Efficiency Guarantee. The "Round Trip Efficiency, measured as a percentage, is a ratio of the Energy charged to the battery to the Energy discharged from the battery measured at the Storage Facility Metering Point. It represents the AC-AC (or DC-DC for DC-coupled Storage Facility, as applicable) efficiency of the Storage Facility including losses from self-discharge and other electrical losses.

2. Testing after Commercial Operation Date. At least once per Contract Year (starting after the first Contract Year) at such time during the Contract Year as the Parties may mutually agree, Supplier shall schedule and complete a Storage Round Trip Efficiency Test. Supplier shall coordinate with Buyer to identify a mutually agreeable time for each Storage Round Trip Efficiency Test. In each Contract Year, Supplier shall have the right to run up to four (4) additional Storage Round Trip Efficiency Tests at any time upon five (5) days prior written notice to Buyer (or any shorter period reasonably acceptable to Buyer consistent with Good Utility Practice). In addition, Buyer shall have the right to require an additional Storage Round Trip Efficiency Test at any time upon five (5) days prior written notice to Supplier if Buyer reasonably believes that the Storage Round Trip Efficiency has varied materially from the results of the most recent Storage Round Trip Efficiency Test. For the avoidance of doubt, any additional Storage Round Trip Efficiency Test performed pursuant to the immediately preceding two sentences shall be considered a Storage Round Trip Efficiency Test for purposes of this Exhibit 28. If Supplier runs three (3) additional Storage Round Trip Efficiency Test (whether requested by Supplier or Buyer) within a rolling three (3) year period, then promptly after the third such additional Storage Round Trip Efficiency Test Supplier shall: (i) deliver to Buyer a written plan on the maintenance or improvements that it will make with respect to the Storage Facility to ensure that the fourth Storage Round Trip Efficiency Test is passed at the Storage Round Trip Efficiency Guarantee, which plan shall be subject to Buyer's reasonable approval and (ii) thereafter promptly implement the approved plan. Notwithstanding anything to the contrary contained in this Exhibit 28, in no event shall Storage Round Trip Efficiency Tests be performed more frequently than monthly.

3. Witnessing Test; Costs and Expenses. Buyer shall have the right to send one or more representative(s) to witness all Storage Round Trip Efficiency Tests. Buyer shall be responsible for all costs and expenses payable or reimbursable to its representative(s) witnessing any Storage Round Trip Efficiency Test. All other costs of any Storage Round Trip Efficiency Test shall be borne by Supplier (other than (i) any Charging Energy required to perform such Storage Round Trip Efficiency Test and (ii) any third party costs incurred by Supplier for any Storage Round Trip Efficiency Test required by Buyer, unless such Storage Round Trip Efficiency Test shall result in the Storage Round Trip Efficiency being less than the Storage Round Trip Efficiency established by the immediately preceding Storage Round Trip Efficiency Test, in which case Supplier shall be responsible for such costs).

4. Test Results. No later than five (5) days following any Storage Round Trip Efficiency Test, whether successfully passed or failed, Supplier shall deliver a testing report to Buyer detailing results and findings of the Storage Round Trip Efficiency Test (the "Storage Round Trip Efficiency Testing Report"), including screen shots of the Storage Facility's SCADA

Storage Facility Metering Point data showing Charging Energy and Discharging Energy during the Storage Round Trip Efficiency Test and other reasonable supporting data. The Storage Round Trip Efficiency Testing Report shall include meter readings and plant log sheets verifying the operating conditions and output of the Storage Facility.

5. Storage Round Trip Efficiency Damages. If Storage Round Trip Efficiency determined as a result of the Storage Round Trip Efficiency Test ("Actual RTE") is less than Storage Round Trip Efficiency Guarantee ("Guaranteed RTE"), then Supplier shall be liable to pay Buyer liquidated damages ("Storage Round Trip Efficiency Damages") calculated as provided below, provided that Supplier shall not be liable for Storage Round Trip Efficiency Damages if within thirty (30) days following such failed Storage Round Trip Efficiency Test Supplier is able to conduct a Storage Round Trip Efficiency Test which verifies that the Storage Facility satisfies the Storage Round Trip Efficiency Guarantee. The Storage Round Trip Efficiency Damages shall equal the hourly product of:

(a) Positive value of (1 - Guaranteed RTE / Actual RTE); where Actual RTE is less than Guaranteed RTE; where Actual RTE = EnergyOUT / EnergyIN (both defined below);
(b) the Average On-Peak Mead; and
(c) the actual Discharging Energy.

A Storage Round Trip Efficiency will be considered remedied after a successful re-test. Liquidated damages shall accrue from the day following date of Round Trip Efficiency Test and continuing until successful re-test.

Below is an example scenario and calculation for hourly Storage Round Trip Efficiency Damages:

a) Actual RTE is 80%; Guaranteed RTE is 85%; (1 – 0.85 / 0.80, or 0.0625,
b) Applicable Average On-Peak Mead is $50/MWh, and
c) Discharging Energy is 50 MWhs

Storage Round Trip Efficiency Damages = 0.0625 * $50 * 50 MWhs = $156.25

6. Invoicing. If Storage Round Trip Efficiency determined as a result of the Storage Round Trip Efficiency Test is less than Storage Round Trip Efficiency Guarantee, then within thirty (30) days after receipt by Buyer of the Storage Round Trip Efficiency Testing Report, including reasonable supporting data, Buyer shall deliver to Supplier an invoice showing Buyer's computation of the Storage Round Trip Efficiency Damages calculated pursuant to Section A.5 of this Exhibit 28. Thereafter, Buyer shall deliver to Supplier an invoice showing Buyer's computation of the Storage Round Trip Efficiency Damages calculated pursuant to Section A.5 of this Exhibit 28 for each subsequent month until there is a successful Storage Round Trip Efficiency Test in accordance with this Exhibit 28. Within ten (10) Business Days of receipt of the invoice, Supplier shall pay to Buyer, by wire transfer of immediately available funds to an account specified in writing by Buyer or by any other means agreed to by the Parties in writing from time to time, the amount set forth as due in such invoice. Any Storage Round Trip Efficiency Damages not paid by Supplier when due under this Section A.6 will bear interest calculated pursuant to Section 7.3 of the Agreement from the date due until but not including the date paid. Buyer reserves its right

pursuant to Sections 7.2.3 and 7.5 of the Agreement to set off any amounts owed by Supplier hereunder against any amounts owed by Buyer to Supplier under this Agreement. The dispute provisions of Article 21 shall apply with respect to any dispute between the Parties with respect to the Storage Round Trip Efficiency Testing Report or Buyer's invoice of Storage Round Trip Efficiency Damages.

B. Storage Round Trip Efficiency Test Procedures.

Supplier will perform each Storage Round Trip Efficiency Test in the following manner and utilizing the following steps:

1. Supplier may conduct any pre-capacity test activities required or recommended by the Storage Facility equipment suppliers, including charging or discharging the Storage Facility, prior to commencing step 2 below. During commissioning or re-commissioning after repairs, Supplier to complete any battery balancing activities recommended by the Storage Facility equipment suppliers prior to commencing step 2 below.

2. Supplier will fully discharge the Storage Facility to the minimum recommended state of charge. This is dependent upon the Storage Facility equipment manufacturer specifications, but typically when the state of charge is at 0% as registered in the SCADA.

3. Select appropriate operating mode.

4. Set the Storage Facility ramp rate parameter to the value specified in the applicable Operating Procedures.

5. Charge the Storage Facility to the maximum state of charge. This is dependent on the Storage Facility equipment manufacturer specifications but typically when the state of charge is at 100% as registered in the SCADA. Complete the specified Storage Facility rest period in accordance with the applicable Operating Procedures, if applicable, based on the Storage Facility equipment manufacturer specifications.

6. Review the Storage Facility Metering Point data, as well as the Storage Facility auxiliary metering point data (if separately metered), and determine and record the "EnergyIN", which is the amount of energy used to charge the Storage Facility from minimum state of charge to maximum state of charge plus the energy consumed by the Station Usage during the charge period.

7. Complete the Storage Facility rest period as provided in the applicable Operating Procedures, if applicable, based on equipment manufacturer specifications.

8. Discharge the Storage Facility according to the Storage Capacity Test procedures at the higher of the full capacity or the Storage Contract Capacity for the full four (4) hours. Do not cease discharging at the four (4) hour point, but instead discharge shall be stopped based upon the lower of (a) the minimum state of charge specified in the applicable Operating Procedures and (b) any of the following conditions: a critically low state of charge, power foldbacks, or other safety and system stability reasons.

9. Review the Storage Facility Metering Point data and the Storage Facility auxiliary metering point data, and determine and record the "EnergyOUT", which is the amount of energy used to discharge the Storage Facility from maximum state of charge to minimum state of charge plus the amount of Station Usage measured during the discharge period.

10. If the Storage Facility will not follow a Discharging Notice within the rest period as specified in the applicable Operating Procedures, then Supplier shall return the state of charge to within the range specified by the Storage Facility equipment manufacturer for standby operations.

EXHIBIT 29

[SHARED FACILITIES AGREEMENT]

[To be added as necessary]

EXHIBIT 30

APPROVED CONTRACTORS

