

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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REN-15-NGP(a)

**LONG-TERM RENEWABLE
PORTFOLIO POWER PURCHASE AGREEMENT**

BETWEEN

SIERRA PACIFIC POWER COMPANY D/B/A NV ENERGY

AND

OKGP LLC

Nevada Geothermal Portfolio

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LONG-TERM RENEWABLE PORTFOLIO POWER PURCHASE AGREEMENT

This Long-Term Renewable Portfolio Power Purchase Agreement (this “Agreement”) is made and entered into as of January 29, 2026 (the “Effective Date”) by and between **SIERRA PACIFIC POWER COMPANY**, a Nevada corporation, d/b/a NV Energy acting in its merchant function capacity (“Buyer”), and **OKGP 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 certain Facilities (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 Project (as such term is defined below) 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 (a) for each Contract Year through the Contract Year ending December 31, 2030, the Development Period Annual Supply Amount for such Contract Year, and (b) for each Contract Year thereafter, the Annual Supply Amount less the total amount of Project 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 Project 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 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.

- 1.5 “Agreement” means this Long-Term Renewable Portfolio Power Purchase Agreement together with the Exhibits attached hereto, as amended from time to time.
- 1.6 “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.
- 1.7 “Alternate Facility” is defined in Section 8.12.1.
- 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 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 “ASC” is defined in Section 12.7.
- 1.11 “Assigned”, “Assign”, “Assigning” and “Assignment” are defined in Section 23.
- 1.12 “Availability Notice” means a notice delivered by Supplier to Buyer pursuant to Section 14.2 notifying Buyer of the availability of each Facility that has achieved Commercial Operation as of the date of delivery of such notice.
- 1.13 “Average Annual Supply Amount” means the total annual MWh for each Contract Year stated in Exhibit 13 divided by the number of hours during such Contract Year.
- 1.14 “Average Monthly Mead Firm Price” means, with respect to each month, the simple average of the Mead for each hour in such month.
- 1.15 “Balancing Authority Area” is defined in the OATT (as may be modified from time to time) of the Balancing Authority Area Operator.
- 1.16 “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 applicable Facility is located. As of the Effective Date, the Balancing Authority Area Operator for each Facility is the Transmission Provider.

- 1.17 “Billing Period” is defined in Section 7.2.1.
- 1.18 “Business Day” means any day other than Saturday, Sunday and any day that is a holiday observed by Buyer.
- 1.19 “Buyer” is defined in the preamble of this Agreement and includes such Person’s permitted successors and assigns.
- 1.20 “Buyer ROFO Notice” is defined in Section 6.1.1.
- 1.21 “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.
- 1.22 “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.
- 1.23 “Callisto Energy II ESA” means that certain Energy Supply Agreement for the energy from the Generating Facility, dated on or about the Effective Date, to be entered into between Buyer and Callisto Enterprises, LLC, a limited liability company; provided, that if such counterparty is not Callisto Enterprises, LLC, Buyer shall inform Supplier as soon as reasonably practicable of the correct counterparty.
- 1.24 “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.
- 1.25 “Capacity Rights” means, with respect to each Facility, 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 such Facility or such 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 any of the Facilities.
- 1.26 “Certified Nameplate Capacity Rating” is defined in Section 8.3.2.2.
- 1.27 “Code” means the United States Internal Revenue Code of 1986, as amended.
- 1.28 “Commercial Operation” means, with respect to each Facility, that: (a) such Facility is fully operational, reliable and interconnected, fully integrated and synchronized with the Transmission System; (b) Supplier or the applicable Project Company shall have received or obtained all Required Facility Documents for such Facility;

and (c) which occurs when all of the applicable requirements set forth in Sections 8.1, 8.3 and 17.2 and the corresponding Exhibits 6, 7 and 7A for such Facility (i) have occurred with respect to such Facility, and (ii) remain simultaneously true and accurate with respect to such Facility: (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 for such Facility pursuant to Section 8.2.1.

- 1.29 “Commercial Operation Date” or “COD” means, with respect to a Facility, the date on which Commercial Operation of such Facility occurs.
- 1.30 “Compliance Cost Cap” is defined in Section 3.5.
- 1.31 “Construction Contract” means, with respect to a Facility, one or more construction agreements (excluding any Major Equipment Contract), in each case, between a Construction Contractor and Project Company or Supplier, as the case may be, pursuant to which, in the aggregate, such Facility will be designed, engineered, constructed, tested and commissioned.
- 1.32 “Construction Contractor” means , with respect to a Construction Contract for an applicable Facility, either (a) a contractor who (i) has at least five (5) years of experience constructing a generating plant of similar technology to such Facility and of at least two hundred (200) MW of generating capacity and (ii) 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; (b) is approved by Buyer in accordance with Section 8.1.2; or (c) Ormat Nevada Inc.
- 1.33 “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.
- 1.34 “Contract Year” means each year during the Term beginning on January 1 and ending on December 31 of the year following the First COD (or commencing on the Commercial Operation Date if the First COD is January 1).
- 1.35 “Controlling Interest” with respect to a Person, means more than fifty percent (50%) of the outstanding ownership interest of such Person, or the power to vote such percentage of ownership interest.
- 1.36 “Covered Facility” is defined in Section 24.5.1.
- 1.37 “Covered Work” is defined in Section 25.14.
- 1.38 “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.

- 1.39 “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.
- 1.40 “Critical Facility Milestone” means a milestone designated as a Critical Facility Milestone on Exhibit 6.
- 1.41 “Critical Facility Milestone Aggregate Delay” is defined in Section 8.2.2.
- 1.42 “Cure Period” is defined in Section 24.3.
- 1.43 “Curtailed Product” is defined in Section 10.2.
- 1.44 “Daily Delay Damages” means an amount equal to: (a) with respect to the first (1st) through and including the sixtieth (60th) day beyond the end of the Development Period, Two Hundred Thirty-Six Dollars and Eleven Cents (\$236.11) per MW of shortfall per day; (b) with respect to the sixty-first (61st) through and including the one-hundred-twentieth (120th) day beyond the end of the Development Period, Four Hundred Seventy-Two Dollars and Twenty Two Cents (\$472.22) per MW of shortfall per day; and (c) with respect to the one-hundred-twenty-first (121st) through and including the one hundred and eightieth (180th) day beyond the end of the Development Period, Seven Hundred and Eight Dollars and Thirty-Three Cents (\$708.33) per MW of shortfall per day.
- 1.45 “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.
- 1.46 “Defaulting Party” is defined in Section 24.1.
- 1.47 “Delivered Amount” means, with respect to any Delivery Hour and a given Facility, the actual amount of Net Energy generated by such Facility and delivered by Supplier and accepted by Buyer at the Delivery Point for such Facility during such Delivery Hour.
- 1.48 “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.
- 1.49 “Delivery Hour” means each hour.
- 1.50 “Delivery Point(s)” means (a) with respect to Net Energy from a specific Facility, the delivery point on the Transmission System set forth in the corresponding Exhibit 5 for such Facility, and (b) with respect to Project Net Energy from the Project, any or all of the delivery points set forth in any Exhibit 5.

- 1.51 “Derating” means a condition of a Generating Facility as a result of which the Project is unable to produce the Supply Amount during a Delivery Hour.
- 1.52 “Development Period” means the period beginning on the Effective Date and ending on the Development Period Completion Date.
- 1.53 “Development Period Annual Supply Amount” means, for each Contract Year through the Contract Year ending December 31, 2030, the result of the following equation:

Development Period Annual Supply Amount (in MWh) =

$$\sum_{j=1}^n A_j \times (B_j \div C_j) \times D_j$$

Where:

- j = each Facility that has achieved Commercial Operation as of the end of such Contract Year;
- n = the total number of Facilities that have achieved Commercial Operation, as applicable, as of the end of such Contract Year;
- A = Certified Nameplate Capacity Rating for Facility “j”;
- B = the number of days in such Contract Year occurring after Facility “j” achieved Commercial Operation;
- C = the total number of days in such Contract Year;
- D = the total number of hours in such Contract Year; and
- ∑ = summation of n Facilities

- 1.54 “Development Period Completion Date” means the earlier of (a) the date on which Supplier provides written notice to Buyer that Supplier will not declare Commercial Operation for any additional Facilities, and (b) December 31, 2030.
- 1.55 “Development Period Maximum Capacity” means one hundred fifty (150) MW.
- 1.56 “Development Period Minimum Capacity” means fifty (50) MW.
- 1.57 “Development Security” is defined in Section 17.1.
- 1.58 “Dispute” is defined in Section 21.1.
- 1.59 “Economic Curtailed Product” is defined in Section 10.4.2.
- 1.60 “Economic Curtailment” is defined in Section 10.4.1.
- 1.61 “Effective Date” is defined in the preamble of this Agreement.

- 1.62 “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.
- 1.63 “Emergency” means any circumstance or combination of circumstances or any condition of a 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.
- 1.64 “Energy” means all energy that is generated by a Generating Facility.
- 1.65 “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.
- 1.66 “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 a Facility Site will not be available or usable for the purposes contemplated by this Agreement.
- 1.67 “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.
- 1.68 “Equipment Specifications” means those requirements and specifications for all equipment procured pursuant to the Major Equipment Contracts and set forth in Exhibit 23.
- 1.69 “Event of Default” is defined in Section 24.1.
- 1.70 “EWG” means an “exempt wholesale generator” as defined in the Public Utility Holding Company Act of 2005 and in implementing regulations issued thereunder.
- 1.71 “Excess Energy” means, (a) with respect to the Stub Period, the portion of the Project Delivered Amount for the Stub Period, if any, that exceeds one hundred percent (100%) of the Adjusted Stub Period Supply Amount, and (b) with respect to a Contract Year, the portion of the Project Delivered Amount for such Contract Year, if any, that exceeds one hundred percent (100%) of the Adjusted Annual Supply Amount for such Contract Year; provided, however, that Project Delivered

Amounts in excess of the Maximum Amount for any Delivery Hour shall be excluded for purposes of determining Excess Energy. All Excess Energy in respect of a Stub Period or Contract Year and any payments made by Buyer for such Excess Energy pursuant to this Agreement will be allocated to each Facility included in the Project in such Stub Period or Contract Year on a pro rata basis based on the quotient of the Certified Nameplate Capacity Rating for each such Facility divided by the Project Capacity in such Stub Period or Contract Year.

- 1.72 “Excess Minimum” is defined in Section 27.6.4.
- 1.73 “Excused Product” is defined in Section 3.6.6.
- 1.74 “Expected Nameplate Capacity Rating” is defined for each Facility in its corresponding Exhibit 1.
- 1.75 “Facility” means a Generating Facility.
- 1.76 “Facility Milestone” means each of the milestones listed in Exhibit 6, including the Critical Facility Milestones.
- 1.77 “Facility Site” means, for each Facility, the site for such Facility, as more particularly described in the corresponding Exhibit 3A and depicted in the corresponding Exhibit 3B for such Facility.
- 1.78 “Facility-Specific Event of Default” is defined in Section 24.7.
- 1.79 “FERC” means the Federal Energy Regulatory Commission and any successor.
- 1.80 “First COD” means the Commercial Operation Date for the first Facility to achieve Commercial Operation.
- 1.81 “Force Majeure” is defined in Section 20.2.
- 1.82 “Generating Facility” means each of Supplier’s geothermal generating power plants as described in a corresponding Exhibit 1, located at the Facility Site as identified in the corresponding Exhibit 3A and 3B for such geothermal generating power plant and including mechanical equipment and associated facilities and equipment required to deliver Net Energy from such geothermal generating power plant to its corresponding Delivery Point, including items as further described in the corresponding Exhibits 1, 3A, 3B, 5 and 14 for such geothermal generating power plant, and as such generating power plant may be expanded or otherwise modified from time to time in accordance with the terms hereof.
- 1.83 “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 geothermal generating facilities 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 geothermal generating facilities 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.

- 1.84 “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.
- 1.85 “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.
- 1.86 “Guaranteed Minimum Project Capacity” means fifty (50) MW.
- 1.87 “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; 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.
- 1.88 “IA” means, for each Facility, the interconnection agreement for such Facility described in the corresponding Exhibit 1 for such Facility.
- 1.89 “IEEE-SA” means the Institute of Electrical and Electronics Engineers Standards Association and any successor entity thereto.
- 1.90 “Indemnified Party” is defined in Section 18.1.

- 1.91 “Indemnifying Party” is defined in Section 18.1.
- 1.92 “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.
- 1.93 “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.
- 1.94 “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.
- 1.95 “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 any Facility, or of a manufacturer or supplier of any equipment installed in any Facility.
- 1.96 “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.
- 1.97 “Major Equipment Contract” means, with respect to an applicable Facility, one or more equipment supply agreements, entered into by Supplier (or one of its Affiliates) to procure circuit breakers, generator step-up transformers, or organic Rankine cycle units, 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.
- 1.98 “Major Equipment Contractor” means, with respect to a Major Equipment Contract, the equipment supplier or contractor that is party to such Major Equipment Contract and is either (a) among the approved vendors listed in Exhibit 25 or (b) is otherwise approved by Buyer in accordance with Section 8.1.2.

- 1.99 “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.
- 1.100 “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.
- 1.101 “Maximum Amount” means, with respect to a Delivery Hour, the product of (a) the Project Capacity as of such Delivery Hour, (b) the constant one and sixty-five-hundredths (1.65), and (c) one (1) hour.
- 1.102 “Mead” means the Hourly Mead Index published by Powerdex.
- 1.103 “Measurement Period” means each two (2) consecutive Contract Years commencing with the first two (2) Contract Years of the Term.
- 1.104 “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 each Facility 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.
- 1.105 “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.
- 1.106 “Monthly Supply Amount” means, with respect to a month, the sum of the Daily Supply Amount for each day in such month.
- 1.107 “Moody’s” means Moody’s Investor Services, Inc. and any successor.
- 1.108 “MW” means megawatts of electrical power in AC.
- 1.109 “MWh” and “MWhs” mean a megawatt hour or megawatt hours of electrical energy.
- 1.110 “NAC” means the Nevada Administrative Code.
- 1.111 “NERC” means the North American Electric Reliability Corporation and any successor.
- 1.112 “Net Energy” means all Energy and capacity produced by a Generating Facility, less Station Usage and transformation and transmission losses and other

adjustments (e.g., Supplier's load other than Station Usage, Station Usage served by behind-the-meter solar photovoltaic generating system generation pursuant to Section 3.10), if any, delivered to and received by Buyer at the Delivery Point for such Generating Facility. Buyer's payment for Net Energy during any applicable Billing Period for any Generating Facility shall not be for more than the total amount of Energy flowing through, and delivered at, the Delivery Point during such Billing Period from such Generating Facility.

- 1.113 "Network Resource" is defined in the OATT.
- 1.114 "Non-Defaulting Party" means the Party other than the Defaulting Party.
- 1.115 "Notice" is defined in Section 29.1.1.
- 1.116 "Notice to Proceed" means a full notice to proceed issued by Supplier or the applicable Project Company to its Construction Contractor(s) pursuant to the Construction Contract to commence work under the Construction Contract(s).
- 1.117 "NRS" means the Nevada Revised Statutes.
- 1.118 "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.
- 1.119 "OFAC" is defined in Section 25.15.1.
- 1.120 "OFAC Sanctions List" is defined in Section 25.15.1.
- 1.121 "Offered Interests" is defined in Section 6.1.1.
- 1.122 "Off-Peak" means hours ending 01:00 through 06:00 PPT and hours ending 23:00 through 24:00 PPT of each day.
- 1.123 "On-Peak" means hours ending 07:00 through 22:00 PPT of each day.
- 1.124 "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.
- 1.125 "Operating Security" is defined in Section 17.2.
- 1.126 "Operation Date" means, with respect to each Facility, the first date on which such Facility is energized and operates in parallel with the Transmission System and delivers Net Energy to and at the Delivery Point.
- 1.127 "Operations Coordination Protocol" is defined in Section 8.8.
- 1.128 "Other Shared Facilities Agreement(s)" is defined in Section 8.1.

- 1.129 “Output Right of First Offer” is defined in Section 24.5.1.
- 1.130 “Party” or “Parties” means each entity set forth in the preamble of this Agreement and its permitted successor or assigns.
- 1.131 “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 a 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.
- 1.132 “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.
- 1.133 “PC Replacement Costs” is defined in Section 3.7.1.
- 1.134 “PC Shortfall” is defined in Section 3.7.1.
- 1.135 “PC Shortfall Amount” is defined in Section 3.7.1.
- 1.136 “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.
- 1.137 “Permission to Operate” means, for each Facility, the Transmission Provider’s written consent to allow such Facility’s Test Energy onto the Transmission System.
- 1.138 “Permitted Transaction” means (a) any sale, transfer, or issuance of direct or indirect equity interests in Supplier or an Affiliate of Supplier to a tax equity investor for the purposes of any transaction (or series of transactions) in which one (1) or more tax equity investors buys an equity interest in Supplier or an Affiliate of Supplier for the purpose of raising a portion of the funds needed to finance the development, construction, or operation of a Facility by monetizing tax credits, depreciation and other tax benefits associate with a Facility, (b) any transfer or assignment of a Controlling Interest or a non-Controlling Interest in Supplier, in either case in accordance with Section 23.2, (c) any sale or transfer of a non-Controlling Interest in Supplier to a third party occurring prior to the Commercial Operation Date of the Facility, (d) any sale, transfer or assignment of a Controlling Interest or a non-Controlling Interest in Ormat Nevada Inc. or Ormat Technologies, Inc., (e) any foreclosure, sale or conveyance contemplated under any consent to collateral assignment pursuant to Section 23.6, or (f) any other sale, transfer or issuance of direct or indirect equity interest in Supplier to Supplier’s Lender or its

designee who is a Qualified Transferee, other than the sale, transfer or issuance of equity interests by a parent company of Supplier that has, as its only significant asset, a direct or indirect interest in Supplier.

- 1.139 “Person” or “Persons” means any natural person, partnership, limited liability company, joint venture, corporation, trust, unincorporated organization, or Governmental Authority.
- 1.140 “Planned Outage” is defined in Section 11.1.
- 1.141 “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).
- 1.142 “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.
- 1.143 “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.
- 1.144 “Product” means all (a) Net Energy, (b) PCs (and any equivalent rights in any other jurisdiction), (c) Renewable Energy Benefits, (d) Capacity Rights, and (e) Ancillary Services, in each case, arising from or relating to a Facility.
- 1.145 “Product Rate” means, for any period, the applicable rate set forth in Exhibit 2A.
- 1.146 “Prohibited Country” or “Prohibited Countries” is defined in Section 25.16.
- 1.147 “Prohibited Regions” is defined in Section 25.17.
- 1.148 “Project” means all of the Facilities.
- 1.149 “Project Capacity” means, subject to Section 8.5.2, for a given date or hour, the sum of the Certified Nameplate Capacity Rating for each of the Facilities that has achieved Commercial Operation as of such date or hour.
- 1.150 “Project Company” means, with respect to each Facility, the entity designated as the owner of the Facility as set forth in the corresponding Exhibit 1 for such Facility.

Subject to any transfer as may be permitted under this Agreement, each Project Company shall at all times be an Affiliate of Supplier.

- 1.151 “Project Delivered Amount” means, with respect to any Delivery Hour, the actual amount of Project Net Energy generated by the Project and delivered by Supplier and accepted by Buyer at the Delivery Points during such Delivery Hour.
- 1.152 “Project Energy” means all Energy produced in the aggregate by all of the Facilities constituting the Project.
- 1.153 “Project Net Energy” means all Project Energy and capacity produced by the Project, less Station Usage and transformation and transmission losses and other adjustments (e.g., Supplier’s load other than Station Usage, Station Usage served by behind-the-meter solar photovoltaic generating system generation pursuant to Section 3.10), for the Project, if any, delivered to and received by Buyer at the Delivery Points. Buyer’s payment for Project Net Energy from the Project shall not be for more than the amount of Energy flowing through, and delivered at, the Delivery Points for the Project.
- 1.154 “Provisional Energy” means Net Energy (but not Test Energy) that is delivered by Supplier to Buyer prior to the Commercial Operation Date from a Facility and at the request of Buyer that is provided in amounts of no less than five (5) MW up to an aggregate maximum of twenty-five (25) MW.
- 1.155 “Provisional Rate” is defined in Section 4.1.1.2.
- 1.156 “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.
- 1.157 “PTC Period” is defined in Exhibit 2A.
- 1.158 “PTC Rate” is defined in Exhibit 2A.
- 1.159 “PUCN” means the Public Utilities Commission of Nevada and any successor.
- 1.160 “PUCN Approval” is defined in Section 16.2.
- 1.161 “PUCN Approval Date” is defined in Section 16.2.
- 1.162 “PUCN Approval Deadline” means two hundred seventy (270) days after the regulatory filing is made by Buyer.
- 1.163 “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.
- 1.164 “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.

- 1.165 “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) 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 one of the Facilities.
- 1.166 “Relevant Rating Agency” means Moody’s or S&P.
- 1.167 “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 any 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 any Facility’s use of renewable resources for generation or because any Facility constitutes a Renewable Energy System or the like or because any 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 any 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 (SO_x), nitrogen oxides (NO_x), 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 any Facility; and (ii) adverse wildlife or environmental impacts.
- 1.168 “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.

- 1.169 “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.
- 1.170 “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.
- 1.171 “Replacement Costs” is defined in Section 3.6.3.
- 1.172 “Required Facility Documents” means, for each Facility, the Governmental Approvals, rights and agreements now or hereafter necessary for construction, operation and maintenance of such Facility set forth in the corresponding Exhibit 12 for such Facility. Nothing set forth in the corresponding Exhibit 12 for such Facility limits Supplier’s obligation to obtain the Governmental Approvals set forth in the corresponding Exhibit 12 for such Facility or otherwise required hereunder or with respect to such Facility.
- 1.173 “Restricted Transaction” is defined in Section 6.1.1.
- 1.174 “Revised Certified Nameplate Capacity Rating” is defined in Section 8.3.4.
- 1.175 “ROFO” is defined in Section 6.1.
- 1.176 “ROFO Period” is defined in Section 6.1.1.
- 1.177 “ROFO Seller” is defined in Section 6.1.1.
- 1.178 “Seller ROFO Notice” is defined in Section 6.1.1.
- 1.179 “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.
- 1.180 “Shortfall” is defined in Section 3.6.1.
- 1.181 “Shortfall Amount” is defined in Section 3.6.2.

- 1.182 “Standard and Poor’s” or “S&P” means Standard and Poor’s Ratings Group, a division of McGraw Hill, Inc., and any successor.
- 1.183 “Standby Service” means the electric service supplied to Project Company by the local retail service provider, which may be Sierra Pacific Power Company or Nevada Power Company, as applicable, for Station Usage (not otherwise self-supplied by Project Company) pursuant to the applicable tariff, as such tariff is in effect and as may be amended from time to time.
- 1.184 “Station Usage” means, for each Facility, all Energy used by such Facility.
- 1.185 “Stub Period” means the period of time commencing on the First COD and ending on December 31 of the year in which such 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).
- 1.186 “Stub Period Supply Amount” means the sum of the Daily Supply Amount for each day of the Stub Period.
- 1.187 “Substitution Facilities” is defined in Section 8.12.2.
- 1.188 “Summer Months” means the months of June, July, August and September occurring during the Stub Period or a Contract Year.
- 1.189 “Supplier” is defined in the preamble of this Agreement and includes such Person’s permitted successors and assigns.
- 1.190 “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 Buyer has consented to in writing, such consent not to be unreasonably withheld, conditioned or delayed) and who is providing money or credit in connection with any development, bridge, construction, takeout, permanent debt or tax equity financing or refinancing for any Facility, set of Facilities or the Project, as the case may be, including lease, inverted lease, sale-leaseback, partnership-flip, monetization of tax benefits, back-leverage financing, or credit derivative arrangements.
- 1.191 “Supplier’s Required Regulatory Approvals” means, for each Facility, the Governmental Approvals listed on the corresponding Exhibit 10 for such Facility.
- 1.192 “Supply Amount” means, with respect to any Delivery Hour, the amount of Project Net Energy stated in Exhibit 13 as of such Delivery Hour.
- 1.193 “Supply Chain Audit” means an audit, review, or investigation of the supply chain through which all equipment and materials to be incorporated into any Facility are sourced, including the mines, factories and other facilities of Supplier and its contractors, subcontractors, vendors, suppliers and materialmen, of any tier, and the contracts, policies and procedures, codes of conduct and other documentation relating to the foregoing, including as may be made available to Supplier as part of

its onboarding and compliance process, for the purpose of validating compliance with the requirements of Section 25.17.

- 1.194 “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.
- 1.195 “Tax Credits” means any federal, state or local production tax credits (including the PTC), depreciation benefit, and/or investment tax credits (including the ITC and any cash grants in lieu of any of the foregoing), tax deductions, or other tax benefits specific to the production of renewable energy and/or investments in renewable energy facilities.
- 1.196 “Term” is defined in Section 2.2.
- 1.197 “Test Energy” means Net Energy delivered by Supplier to Buyer from a Facility after the Operation Date and prior to the Commercial Operation Date for such Facility that is not Provisional Energy or Excess Energy.
- 1.198 “Test Product Rate” is defined in Section 4.1.1.1.
- 1.199 “Transmission Provider” means Sierra Pacific Power Company or any successor operator or owner of the Transmission System.
- 1.200 “Transmission Provider Failures or Delay” is defined in Section 20.2.
- 1.201 “Transmission Provider Instructions” means any instructions, requirements, or demands given to Supplier or Buyer 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.
- 1.202 “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.
- 1.203 “UFLPA” is defined in Section 25.15.1.
- 1.204 “Union” is defined in Section 25.14.
- 1.205 “Weather Meter” is defined in Section 7.1.8.

- 1.206 “WECC” means the Western Electric Coordinating Council (formerly Western System Coordinating Council) and any successor.
- 1.207 “Weighted Measurement Period Index” means, with respect to any Measurement Period, the weighted average of all Average Monthly Mead Firm Prices for all months comprising such Measurement Period where the weighting is based on the percentage of the Shortfall Amount occurring in each of the months during the Measurement Period.
- 1.208 “WREGIS” means the Western Renewable Energy Generation Information System and any successor.
- 1.209 “Yearly PC Amount” means the amount of PCs for a Contract Year as stated in the corresponding Exhibit 18.

2. **TERM; TERMINATION AND SURVIVAL OF OBLIGATIONS**

- 2.1 Effective Date. Subject to Article 16, and except for Section 2.3.4, which shall become effective as of the Effective Date, this Agreement shall become effective on the later of: (a) the Effective Date and (b) the date the Callisto Energy II ESA has been fully executed by the parties thereto and all conditions to its effectiveness have been satisfied or waived in accordance with the terms thereof, written notice of which Buyer shall provide to Supplier.
- 2.2 Term. For each Facility, Supplier’s obligation to deliver Product, and Buyer’s obligation to accept and pay for Product, shall commence on the Operation Date for the Facility and shall continue until the end of the Term. The Term shall commence on the First COD and shall continue for a period of fifteen (15) Contract Years after the Development Period Completion Date, 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.
- 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 Failed Conditions Precedent. This Agreement may be terminated by Buyer in accordance with Article 16 without payment or penalty or liability of any kind to either Party.
- 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 affecting one or more Facilities such that more than fifty percent (50%) of the Project Capacity (based on the Project Capacity in effect immediately prior to the commencement of such Force Majeure event) is unable to generate and deliver Net Energy for longer than twelve (12) consecutive months or three hundred sixty (360) days in any five hundred forty (540) day period.
- 2.3.4 Callisto Energy II ESA. This Agreement may be terminated by Buyer upon written notice to Supplier if the requirements of Section 2.1(b) are not satisfied as of the hour ending 2400 on the sixtieth (60th) day after the final, unappealable dispositions of the last condition precedent to the effectiveness of the Callisto Energy II ESA (other than the provisions that are effective upon execution, in which event this Agreement will be terminated without payment or penalty or liability of any kind to either Party; provided, that, upon reasonable request by Supplier, and subject to Buyer’s confidentiality obligations under the Callisto Energy II ESA, Buyer shall provide reasonable documentary evidence of the disposition of such condition precedent).
- 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 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;
 - 2.4.3 Limitation of liability provisions contained in Article 19;
 - 2.4.4 For a period of two (2) years after the termination date, the right to submit a payment Dispute pursuant to Article 21; or

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

3. SUPPLY SERVICE OBLIGATIONS

- 3.1 Dedication. On and after the Operation Date for each Facility, one hundred percent (100%) of the Product from such Facility shall be dedicated exclusively to Buyer for so long as this Agreement is in force and effect. Subject to Section 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 Project; or (c) divert, redirect or make available a 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 Project 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 Project 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 Project 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 Project Energy (including Excess Energy) existing during the Term, other than as provided in Section 24.2. 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, for each Facility, commencing on the Commercial Operation Date for such Facility and throughout the Term, Supplier shall supply and deliver the Product from such Facility to Buyer at the Delivery Point for such Facility.
- 3.4.2 Project Delivered Amount. Buyer shall take delivery of the Project Net Energy, including any Excess Energy, at the Delivery Points 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 Project Net Energy up to the Delivery Points, including transmission costs, transmission line losses 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 Project Net 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 a Facility with the Transmission System; and (b) any increase in generating capacity of a Facility. The Parties agree that the terms of the IA for each Facility shall govern the allocation of costs associated with any modifications or upgrades to the Transmission System for such Facility. To the extent any terms of this Agreement conflict with an IA, the terms of the applicable IA shall prevail.

- 3.4.3 Title and Risk of Loss. Title and risk of loss with respect to Net Energy delivered by Supplier shall pass from Supplier to Buyer at the applicable Delivery Point. Supplier shall be deemed in exclusive control of the Net Energy and shall be responsible for any damage or injury caused prior to the applicable Delivery Point. Buyer shall be deemed in exclusive control of the Net Energy and shall be responsible for any damage or injury caused at and after the applicable 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 from any Facility prior to the Commercial Operation Date for such Facility 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 for each Facility requires such 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 such Facility and all generators in the control area on a comparable basis. In addition to the requirements of the IA, such 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, within the capabilities of such 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 such Generating Facility downward to a set-point within that range that permits the desired reactive power within the capabilities of such 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 IAs, each Facility will provide voltage set point control at the point of interconnection for the scheduled real-power output, as available, within the capabilities of such Facility shown in Exhibit 22. Each Facility shall provide dynamic reactive power as required for voltage regulation twenty-four (24) hours per day, if such 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.

- 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 from a Generating Facility if such 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 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 from a Generating Facility to be ineligible or non-qualifying as a Renewable Energy System under such Renewable Energy Law, Buyer shall continue to accept delivery of Product from such Facility so long as 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 Hundred Thousand Dollars (\$100,000) in the aggregate for all affected Facilities (the "Compliance Cost Cap") in any Contract Year; *provided*, that on the Development Period Completion Date, the Compliance Cost Cap will be automatically adjusted to the greater of (a) One Hundred Thousand Dollars (\$100,000) or (b) the Project Capacity as of the Development Period Completion Date *multiplied by* One Thousand Dollars (\$1,000) on a per MW basis, which adjusted amount shall equal the Compliance Cost Cap for purposes of this Agreement. 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, and both Parties shall continue to perform their obligations while complying with other applicable provisions hereunder as though the affected Generating Facility(ies) remains a Renewable Energy System.

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 Following the First COD, with respect to each Measurement Period, if the sum of all Project Delivered Amounts (not including Excess Energy) is less than the product of (a) 0.90, and (b) the difference between (i) the sum of the Annual Supply Amount for the Contract Years in such Measurement Period, minus (ii) the total amount of Project Energy associated with Excused Product during such Measurement Period, then a shortfall of Project Energy with respect to such Measurement Period (a “Shortfall”) will be deemed to exist. The Measurement Period Shortfall Amount for such Measurement Period will be calculated pursuant to Section 3.6.2 and the Replacement Costs pursuant to Section 3.6.3.

3.6.1.1 Notwithstanding the foregoing, if, following the First COD, with respect to each Measurement Period, the sum of Project Delivered Amounts (not including Excess Energy) is less than the product of (a) 0.80 and (b) the difference between (i) the Annual Supply Amount for the Contract Years in such Measurement Period, minus (ii) the total amount of Project Energy associated with Excused Product, then an Event of Default shall be deemed to have occurred; provided, that an Event of Default shall not have occurred if such Shortfall at issue in the applicable Measurement Period is the direct result of the extended failure of equipment at a Facility or Facilities not caused by the acts or omissions of Supplier which, despite the use of commercially reasonable efforts by Supplier, cannot be timely repaired or replaced.

3.6.2 If a Shortfall exists with respect to a Measurement Period, then a Shortfall Amount will be calculated in accordance with the following.

“Shortfall Amount” means, with respect to a Measurement Period, an amount expressed in MWh equal to (a) the product of (i) 0.90 and (ii) the

difference between (A) the sum of the applicable Annual Supply Amounts for the Contract Years in such Measurement Period minus (B) the total amount of Project Energy associated with Excused Product (if any) for such Measurement Period, minus (b) the sum of all Project Delivered Amounts (not including Excess Energy) in such Measurement Period. For the avoidance of doubt, if the calculation set forth in the preceding sentence yields an amount of zero or less for a Measurement Period, then no Measurement Period Shortfall Amount will be deemed to exist with respect to such Measurement Period.

- 3.6.3 With respect to each Measurement Period for which a Shortfall Amount exists in accordance with Section 3.6.2, Buyer's "Replacement Costs" with respect to such Measurement Period shall equal (a) the Shortfall Amount, multiplied by (b) the amount equal to (i) Buyer's cost to replace the Shortfall Amount (as described in the following sentence) minus (ii) the Product Rate. Buyer's cost to replace any Shortfall Amount, with respect to each MWh of Shortfall Amount, will equal the Weighted Measurement Period Index. Notwithstanding anything in the foregoing to the contrary, if the calculation of Replacement Costs as set forth in this Section 3.6.3 yields an amount of zero or less for a Measurement Period, then no Replacement Costs will be payable with respect to such Measurement Period.
- 3.6.4 On or before the tenth (10th) day of the first month after the end of any Measurement Period in which a Shortfall has occurred, Supplier will calculate the Replacement Costs with respect to such Shortfall Amount and provide Buyer with written notice of such calculation.
- 3.6.5 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.
- 3.6.6 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 a 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 for any Facility and 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 Project Net Energy that Supplier was unable to generate and deliver 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 Project 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 Project 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 all of the Project Energy and Station Usage generated during 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 for such Measurement Period 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 product of (I) 0.90 multiplied by (II) an amount equal to (1) the sum of the Yearly PC Amount for the Contract Years in such Measurement Period; minus (2) the total amount of PCs associated with Excused Product during such Measurement Period; minus (B) 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 reasonable and market form of 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 Adjustment to Supply Amount.

- 3.8.1 Baseline Adjustment to Supply Amount. No later than the first (1st) anniversary of the Development Period Completion Date, Supplier may, only once as set forth in this Section 3.8.1, adjust the Average Annual Supply Amount, Yearly PC Amount, Supply Amount (but not the Maximum Amount), and the capacity values in Exhibit 1. Such amounts may be increased or decreased such that (a) the adjusted Average Annual Supply Amount for that Contract Year shall not exceed one hundred and twenty percent (120%) of the original Average Annual Supply Amount as of the Effective Date, and shall not be less than seventy percent (70%) of the original Average Annual Supply Amount as of the Effective Date, (b) the Supply Amount (including the Annual Supply Amount and all Monthly Supply Amounts) for each Contract Year shall increase or decrease in the same proportion as the increase or decrease of the Average Annual Supply Amount, (c) the Yearly PC Amount for each Contract Year shall increase or decrease in the same proportion as the increase or decrease of the Average Annual Supply Amount, and (d) the Supply Amount shall not exceed the Maximum Amount.
- 3.8.2 Periodic Increases to Supply Amount. After the Development Period Completion Date, on or before October 1 of each Contract Year, Supplier may increase the Average Annual Supply Amount, Yearly PC Amount, and Supply Amount (but not the Maximum Amount) by providing notice of such increase to Buyer, provided that (a) the increased Average Annual Supply Amount for each Contract Year shall not be greater than ten percent (10%) above the Average Annual Supply Amount for that Contract Year as of the Development Period Completion Date, as the Average Annual Supply Amount may have been modified pursuant to Section 3.8.1, (b) the

Supply Amount (including the Annual Supply Amount and all Monthly Supply Amounts) in effect as of the Development Period Completion Date shall increase in the same proportion as the increase of the Average Annual Supply Amount for that Contract Year pursuant to Section 3.8.2(a), (c) the Yearly PC Amount for each Contract Year in effect as of the Development Period Completion Date shall increase in the same proportion as the increase of the Average Annual Supply Amount for that Contract Year pursuant to Section 3.8.2(a) and (d) the Supply Amount shall not be increased above the Maximum Amount in effect as of the Development Period Completion Date. Each increase to Average Annual Supply Amount, Yearly PC Amount, and Supply Amount (including corresponding increases to Annual Supply Amount and Monthly Supply Amounts) shall only apply to the third (3rd) Contract Year subsequent to the Contract Year Supplier provides notice of such an increase and the remaining Contract Years during the Term and shall not apply to the first (1st) or second (2nd) Contract Years subsequent to the Contract Year Supplier provides notice of such an increase.

- 3.8.3 Periodic Reductions to Supply Amount. After the Development Period Completion Date, on or before October 1 of each Contract Year, Supplier may reduce the Average Annual Supply Amount, Yearly PC Amount, and Supply Amount by providing notice of such reduction to Buyer, provided that: (a) the reduced Average Annual Supply Amount for each Contract Year shall be greater than or equal to eighty-five percent (85%) of the Average Annual Supply Amount for that Contract Year in effect as of the Development Period Completion Date, as the Average Annual Supply Amount may have been modified pursuant to Section 3.8.1, (b) the Supply Amount (including the Annual Supply Amount and all Monthly Supply Amounts) in effect as of the Development Period Completion Date shall be reduced in the same proportion as the reduction of the Average Annual Supply Amount for that Contract Year pursuant to Section 3.8.3(a), (c) the Yearly PC Amount for each Contract Year in effect as of the Development Period Completion Date shall only be reduced by up to the same proportion as the reduction of the Average Annual Supply Amount for that Contract Year pursuant to Section 3.8.2(a), and (d) the reduced Supply Amount during On-Peak hours for each Measurement Period during the Term must always be equal to or greater than eighty-five percent (85%) of the Supply Amount during On Peak hours for each corresponding Measurement Period as of the Development Period Completion Date, as the Supply Amount may be modified pursuant to Section 3.8.1. A reduction in the Average Annual Supply Amount, Yearly PC Amount, Supply Amount, Annual Supply Amount or Monthly Supply Amount shall in no event be made to assist, accommodate or otherwise allow for the sale of Product, Energy, PCs, or Renewable Energy Benefits to third parties. Each reduction to Annual Supply Amount, Yearly PC Amount, and Supply Amount (including corresponding reductions to Annual Supply Amount and Monthly Supply Amounts) shall only apply to the third (3rd) Contract Year subsequent to the Contract Year Supplier provides notice of such a reduction and the

remaining Contract Years during the Term and shall not apply to the first (1st) or second (2nd) Contract Years subsequent to the Contract Year Supplier provides notice of such a reduction.

3.8.4 Revised Exhibits. With respect to any adjustments made by Supplier pursuant to the foregoing Sections 3.8.1, 3.8.2, or 3.8.3, Supplier shall deliver to Buyer revised Exhibits 13 and 18 setting forth the entirety of the Supply Amount and Yearly PC Amount, respectively, which revised Exhibits will be subject to the reasonable approval of Buyer as to form and as to determination that the amounts reflected on such revised Exhibits are in accordance with the adjustments as permitted pursuant to the foregoing Section 3.8.1, 3.8.2 and 3.8.3, and such revised Exhibits 13 and 18 will be deemed attached to this Agreement as the new Exhibit 13 and 18 for all purposes without requiring an amendment of this Agreement.

3.9 [Reserved.]

3.10 Standby Service; Station Usage. Supplier shall be responsible for arranging and obtaining from the local retail electric service provider, at its sole risk and expense, Standby Service. Supplier may self-supply Station Usage, provided that the local retail electric service provider is compensated if required by Applicable Laws. Supplier shall separately meter Station Usage with a Meter for Station Usage. Supplier may elect, in its sole discretion and with notification to Buyer six (6) months in advance of installation, to receive energy from a solar photovoltaic generating system to be located behind the meter at an applicable Facility Site for purposes of providing some or all of the applicable Generating Facility's Station Usage. Supplier may install, or cause to be installed, such solar photovoltaic generating system behind the meter at the Facility Site within three (3) years following the occurrence of the Commercial Operation date. Such solar photovoltaic generating system will be sized so that it shall in no event exceed the Station Usage of such Generating Facility and so that such solar photovoltaic generation is not being delivered to Buyer as Net Energy. Any PCs generated by the solar photovoltaic generating system for Station Usage shall be delivered to Buyer without further compensation from Buyer.

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 For each Facility, on and after the Operation Date for such Facility and prior to the Commercial Operation Date for such Facility, all Product associated with Delivered Amounts of Net Energy from such 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 for such Facility but prior to the Commercial Operation Date for such Facility, 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 a 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 such 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 associated with Delivered Amounts of Net Energy from such Generating Facility from and after the Commercial Operation Date for such Facility, other than Excess Energy, shall be paid for by Buyer at applicable 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 from such Facility other than Excess Energy; provided further that Supplier shall be paid at the Test Product Rate for the month in which the Commercial Operation Date for such Facility occurs if the Commercial Operation Date occurs on or after the sixteenth (16th) day of such month.

4.1.2.2 All 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 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.
- 4.1.3 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 Project Delivered Amounts of Project Net Energy from the Project delivered during any Delivery Hour in excess of the Maximum Amount, and no payment shall be owing to Supplier for any Product associated with Project Delivered Amounts of Project Net Energy from the Project accepted by Buyer during any Delivery Hour in excess of the Maximum Amount.
- 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 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 a 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 a 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 Product, shall be effective regardless of whether the sale of Energy or Net Energy from a 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, other than as provided in Section 24.2. Supplier shall deliver to Buyer all Renewable Energy Benefits derived from each Facility, including Renewable Energy Benefits associated with Energy for Station Usage, other than as provided in Section 24.2. 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 any 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 each 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 (at Buyer's cost) of any Facility in any other renewable portfolio standard or equivalent program in any states in which Buyer may wish to register or maintain registration of a 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 any 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 For each Facility, on or before January 31 of each year following the Operation Date for such Facility, 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 associated with such Facility: 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, other than as provided in Section 24.2. 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 a Facility, other than as provided in Section 24.2.

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, other than as provided in Section 24.2. 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

6.1 Right of First Offer ("ROFO").

- 6.1.1 Except in accordance with this Section 6.1.1, neither Supplier nor its immediate upstream owner(s) (each, a "ROFO Seller") shall (a) seek to sell, transfer, assign or otherwise dispose of Supplier's direct ownership interest in any Facility pursuant to Section 23.4(iii) or (b) sell, transfer or assign a Controlling Interest in Supplier pursuant to Section 23.5(b) (such ownership interests in any applicable Facility and Supplier, each the "Offered Interests"), (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. For avoidance of doubt, this Section 6.1 does not apply to any Assignment (including pursuant to Section 23.8) that is not a Restricted Transaction.

- 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, or (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 twenty (120) days following ROFO Seller's receipt of the Buyer ROFO Notice, 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.

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 twenty (120) 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.

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 for each Facility shall be subject to Buyer's approval and shall be submitted to Buyer not later than Supplier's completion of the Facility Milestone in Section 2(A) of the corresponding Exhibit 6 for such Facility. 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 for the applicable Facility. The Meters shall also be used for, among other things, metering Station Usage of the applicable 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, each Generating Facility (and any solar photovoltaic generating system elected by Supplier pursuant to Section 3.10) 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 such Generating Facility and only such 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 of such Generating Facility's generation, including Test Energy, is eligible for certification.
- 7.1.3 Location. For each Facility, Meters shall be installed at the location(s) specified in the corresponding Exhibit 5 for such Facility, or as otherwise may be reasonably determined by Buyer to effectuate this Agreement.
- 7.1.4 Non-Interference. Except as permitted under Section 7.1.5, 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 a 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 Project 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 Project 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 affected portion of the Project Delivered Amounts. In such event, such payments made based upon the Parties' estimate of the Project Delivered Amount shall be in full satisfaction of payments due hereunder. If the Parties cannot agree on a best estimate of the Project 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 applicable Facility 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 tenth (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 if provided by Buyer.
- 7.6 Taxes. Buyer is responsible for any Taxes imposed on or associated with the Net Energy or its delivery from and after the applicable Delivery Point. Supplier is responsible for any Taxes imposed on or associated with the Net Energy or its delivery up to or at the applicable 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 each Facility to be constructed in accordance with Good Utility Practices and the Facility Milestones and to ensure that: (a) Supplier is capable of meeting its supply and delivery obligations with respect to Product over the Term; (b) such Facility is consistent with the technical specifications set forth in the corresponding Exhibit 11 for such Facility; (c) except as expressly set forth in Section 3.5, such Generating Facility is at all times considered a Renewable Energy System; and (d) except as expressly set forth in Section 3.5, such 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. For each Facility, Supplier shall deliver to Buyer an ALTA Survey of the Facility Site for such Facility within ten (10) days of such survey becoming available to Supplier, but in no event later than the issuance of the Notice to Proceed for such Facility in accordance with the corresponding Exhibit 6. Supplier shall provide to

Buyer in a form satisfactory to Buyer: (y) not later than the Facility Milestone described in Section 2(A) of Exhibit 6, a completed version of Exhibits 11 and 14 for such Facility; and (z) within thirty (30) days after the Commercial Operation Date of such Facility, a revised version of Exhibit 14 reflecting such Facility as built. At Buyer's request, Supplier shall provide Buyer with copies of the Construction Contract and Major Equipment Contracts for a Facility 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. Except with respect to Shared Facilities between Facilities comprising the Project, under no circumstances shall any Facility share facilities (including all interconnection facilities owned by Supplier) with another generating or storage facility, whether owned by an Affiliate of Supplier or not, provided that Supplier can share any other facilities which are part of such Facility with the owner(s) of any other generating or storage facility 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 "Other Shared Facilities Agreement") and (ii) 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 Other Shared Facilities Agreement, including any amendment or modification thereto, or the sharing of facilities and/or rights under the applicable IA thereunder adversely impact or effect the operation or performance of such Facility, including the operating characteristics and limitations and technical specification of such Facility as set forth in the corresponding 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 Other 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 applicable IA thereunder would reasonably be expected to adversely impact or effect the operation or performance of such Facility, including the operating characteristics and limitations and technical specification of such Facility as set forth in the corresponding 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, each Facility and its mechanical components, buildings, infrastructure, and associated facilities and equipment, including interconnection facilities, shall be used solely for the purpose of generating Energy under this Agreement.

- 8.1.2 Selection of Construction Contractor and Major Equipment Contractor. As soon as reasonably practicable after the selection of any construction

contractor who does not meet the criteria in subsections (a) or (c) of the definition of “Construction Contractor” by Supplier to be the Construction Contractor under any applicable Construction Contract or any equipment supplier who does not meet the criteria in subsection (a) of the definition of “Major Equipment Contractor” to be a Major Equipment Contractor under any applicable Major Equipment Contract (but in no event later than the start of negotiations of the Construction Contract or Major Equipment Contract between Construction Contractor or Major Equipment Contractor and Supplier), Supplier shall notify Buyer as to the identity of the proposed Construction Contractor or Major Equipment Contractor. Buyer shall review the selection of such Construction Contractor or Major Equipment Contractor and shall either accept or reasonably reject the use of such Construction Contractor or Major Equipment Contractor with respect to the Construction Contract or Major Equipment Contractor, as the case may be, within fifteen (15) Business Days of such notification. In the event of any rejection by Buyer of Supplier’s proposed Construction Contractor or Major Equipment Contractor, Supplier shall, within forty-five (45) Business Days of such rejection, propose an alternate construction contractor to be the Construction Contractor or alternate equipment supplier to be the Major Equipment Contractor for Buyer’s review under this Section.

8.2 Performance of Facility Milestones. Except due to the occurrence of a Force Majeure event, Supplier shall complete each Facility Milestone specified in Exhibit 6 on or before 16:00 hours PPT on the date specified for each Facility Milestone listed in Exhibit 6.

8.2.1 Completion of Facility Milestones. Upon Supplier’s completion of each Facility 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 Facility Milestone completion. Such documentation shall be provided within thirty (30) days of such completion but not later than the date specified for such Facility 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 Facility 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 Facility Milestone within fifteen (15) Business Days, then such Facility Milestone will be deemed to occur on the date that such documentation was provided to Buyer. If any Facility 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 Facility Milestone (which will be deemed the new deadline for such Facility Milestone), and any impact on the timing of the Commercial Operation Date (and on any other Facility Milestone) and (ii) provide Buyer with a written report containing Supplier’s analysis of the reasons behind the failure to meet the original Facility 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 Development Period Minimum Capacity. Provided that Supplier complies with the preceding sentence, and subject to Section 8.2.2, then no failure of Supplier to achieve a Facility Milestone on or before the scheduled date will constitute an Event of Default.

- 8.2.2 Critical Facility Milestone Aggregate Delay. Notwithstanding and in addition to the foregoing, if Supplier fails to complete any Critical Facility Milestone on or before the date specified in Exhibit 6 and such failure is not due to the occurrence of a Force Majeure event, Supplier shall promptly notify Buyer of such failure. If, at any point prior to the Development Period Completion Date (and subject to Section 8.12), (1) Supplier has failed to complete the same Critical Facility Milestone for any Facility or Facilities in the Project on or before the dates specified in Exhibit 6 for such Facility or Facilities and, (2) the Expected Nameplate Capacity Ratings of such Facility or Facilities subject to such continued failures are, in the aggregate, equal to or greater than the Guaranteed Minimum Project Capacity (the “Critical Facility Milestone Aggregate Delay Threshold”), such failure will constitute an Event of Default as provided in Article 24; provided, that, if such Event of Default occurs, prior to the Cure Periods set forth in Article 24, Supplier will have thirty (30) days from the latest of the missed Critical Facility Milestones to cure one or more of such failed Critical Facility Milestones to reduce the Expected Nameplate Capacity Ratings of such Facility or Facilities subject to failed Critical Facility Milestones below the Critical Facility Milestone Aggregate Delay Threshold; provided, further, that such failure will not constitute an Event of Default if, at the time the Critical Facility Milestone Aggregate Delay Threshold is met or exceeded, Supplier has successfully achieved the same Critical Facility Milestone for one or more Facilities whose Expected Nameplate Capacity Ratings are, in the aggregate, equal to or greater than the Guaranteed Minimum Project Capacity.
- 8.2.3 For avoidance of doubt, once the Guaranteed Minimum Project Capacity is met, any failure to meet Critical Facility Milestones shall no longer be an Event of Default, and this Section 8.2.2 shall no longer be applicable.
- 8.2.4 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 Facility 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 for any Facility, 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 for a Facility, Supplier shall provide Buyer with written notice stating when Supplier believes that such 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 Facility has delivered Net Energy to and at the Delivery Point applicable to such Facility; (b) all of the requirements set forth in Sections 8.1, 8.3 and 17.2, and the corresponding Exhibits 6, 7 and 7A of the Long-Term Renewable Portfolio Power Purchase Agreement between Supplier and Buyer dated January 29, 2026, ("Agreement") for such Facility have been satisfied; (c) I am authorized to act on behalf of and bind Supplier with respect to this certificate; (d) Supplier or the applicable Project Company has received the Supplier Required Regulatory Approvals listed in the corresponding Exhibit 10 for such Facility and has entered into or obtained all Required Facility Documents as listed in the corresponding Exhibit 12 for such Facility, 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."

8.3.2.2 A certificate addressed to Buyer from a Licensed Professional Engineer confirming: (1) the nameplate capacity rating of the applicable Generating Facility at the anticipated time of Commercial Operation in MW ("Certified Nameplate Capacity Rating") and (2) that such 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

Operations Coordination Protocol; and (3) performance tests required by Exhibit 7 and Exhibit 7A for such Generating Facility have been successfully completed.

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 applicable Facility is physically interconnected with the Transmission System and able to deliver Net 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 applicable 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 for an applicable Facility 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.

8.3.4 Revision of Facility Certified Nameplate Capacity Rating. Prior to the Development Period Completion Date, Supplier has the right to revise the Certified Nameplate Capacity Rating for a Facility by providing notice to Buyer with a certificate addressed to Buyer from a Licensed Professional Engineer confirming: (1) the revised nameplate capacity rating of such Facility at the time of testing in MW ("Revised Certified Nameplate Capacity Rating") and (2) that such 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; and, (3) performance tests required by the corresponding Exhibits 7 and 7A for such Facility have been successfully completed. Upon delivery of such notice and certificate, the Certified Nameplate Capacity Rating for such Facility will be revised to equal the Revised Certified Nameplate Capacity Rating specified in the certificate, effective as of the date that Supplier provided its notice to Buyer. Notwithstanding the prior sentence, Supplier shall not have the right to revise the Certified Nameplate Capacity Rating for a Facility to the extent that such revised Certified Nameplate Capacity Rating would cause the Project Capacity to exceed the Development Period Maximum Capacity.

8.3.5 Limits on Early Delivery Commencement or Commercial Operation. From the Effective Date until the end of the Development Period, Supplier shall not cause a Facility to satisfy the requirements for Commercial Operation if causing such Facility to achieve its Commercial Operation Date would cause the Project Capacity to exceed the Development Period Maximum Capacity. For the avoidance of doubt, this Section 8.3.5 limits Project Capacity, but the Parties acknowledge that the Maximum Amount will exceed such Project Capacity as set forth in the definition of Maximum Amount.

8.4 [Reserved.]

8.5 Delay Damages.

8.5.1 Development Period. If the Project Capacity as of the end of the Development Period is less than the Development Period Minimum Capacity, then, for each day up to, but not exceeding, one hundred and eighty (180) days until the date that the Project Capacity becomes equal to or greater than the Development Period Minimum Capacity, Supplier shall pay liquidated damages to Buyer in an amount equal to the product of (i) the Daily Delay Damages for such day, and (ii) the difference between the Development Period Minimum Capacity and the Project Capacity on such day. If Daily Delay Damages have accrued for one hundred and eighty (180) days and the Project Capacity is less than the Development Period Minimum Capacity, then Buyer may terminate this Agreement. For avoidance of doubt, and subject to Section 8.5.6, Daily Delay Damages paid to Buyer for up to a maximum of one hundred and eighty (180) days pursuant to this Section are Buyer's sole remedy for delay in achieving the Development Period Minimum Capacity. However, if Supplier is delayed in achieving the Development Period Minimum Capacity by the end of the Development Period due to one or more events of Force Majeure, then, if and to the extent Supplier's performance is excused under Section 20, the Expected Nameplate Capacity Rating of the affected Facility will be deducted from the shortfall calculated pursuant to clause (ii) of this Section 8.5.1 for the duration that Supplier's performance is excused.

8.5.2 Notwithstanding anything in this Agreement to the contrary, on the later of (a) the Development Period Completion Date and (b) the date that Supplier achieves the Development Period Minimum Capacity, the Project Capacity for purposes of this Agreement shall be the sum of the Certified Nameplate Capacity Rating for each of the Facilities that have achieved Commercial Operation as of such date, and such capacity shall be the Project Capacity for the remainder of the Term and will not be subject to adjustment except as set forth in Section 24.7.

8.5.3 Notwithstanding anything to the contrary herein, Supplier's aggregate payment obligations pursuant to Section 8.5.1, together with any liability for damages arising from an Event of Default under Section 24.1.6, shall

not exceed Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000).

- 8.5.4 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.
- 8.5.5 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 end of the Development Period for any Facility, and, accordingly, the Parties agree that payment by Supplier of Daily Delay Damages is reasonable as liquidated damages, and is not a penalty. Buyer's right to collect liquidated damages pursuant to Sections 8.5.1 through 8.5.4 is Buyer's sole and exclusive remedies for any delay by Supplier in achieving any required level of Project Capacity.
- 8.5.6 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 for an Event of Default that is not attributable to a delay by Supplier in achieving any required level of Project Capacity.

8.6 [Reserved.]

- 8.7 Modification. Supplier shall not be permitted to make any modification to a Facility inconsistent with the operating characteristics and limitations and technical specification of such Facility as set forth in the corresponding Exhibits 1, 5, 11, 13, 14, 18, 22 and 24 applicable to such Facility without the prior written consent of Buyer, which may be withheld in Buyer's sole discretion. Buyer shall respond to any Supplier request to make such a modification within thirty (30) days following receipt of such request from Supplier; if Buyer does not respond within such thirty (30)-day period, such failure shall be deemed a rejection of such request. 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 or oversizing) to such Facility so long as such maintenance and repairs do not alter such 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 a Facility that is not approved by Buyer, Buyer shall be entitled to receive in addition to any other remedy available to Buyer as liquidated damages an amount equal to (a) the Development Security or Operating Security, as applicable, multiplied by (b) the quotient of the Certified Nameplate Capacity Rating of such Facility, divided by (c) the Project Capacity at such time. 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 the designated portion of the 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 each 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) except as expressly set forth in Section 3.5, each Generating Facility is at all times a Renewable Energy System; and (c) except as expressly set forth in Section 3.5, 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 each 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 a 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 each 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, Supplier shall develop written procedures governing operations of each 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 "Operations Coordination Protocol"). The initial Operations Coordination Protocol are provided in Exhibit 24 and shall be updated by Supplier 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 for each Facility, if Supplier intends to subcontract any aspect of the operation of such Facility, Supplier shall provide a copy of any proposed agreement between Supplier and such sub-operator which requires the sub-operator to operate such Facility in accordance with the terms hereof which shall be attached to this Agreement as the corresponding Exhibit 15 for such Facility. 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 such Facility is located, which shall be attached to this Agreement as part of the corresponding Exhibit 15 for such Facility. Buyer shall have fifteen (15) days in which to notify Supplier of its objection to any proposed sub-operator, 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 a 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.
- 8.12 Addition, Removal or Substitution of Facilities.
- 8.12.1 At any time, and from time to time, prior to the end of the Development Period, Supplier will have the right to designate one or more greenfield geothermal generating power plants interconnecting to the transmission systems owned or operated by Sierra Pacific Power Company or Nevada Power Company that are not already Facilities hereunder (each, an “Alternate Facility”) as Facilities under this Agreement by providing a notice to Buyer specifying the Alternate Facilities that are being designated as Facilities and containing a document in the form of revised Exhibits 1, 3A, 3B, 5, 6, 10, 11, 12, 14, and 15 that include, for the newly designated Facilities, the project details and Facility Milestones applicable to such Facilities. At Buyer’s request, Supplier shall provide Buyer with any additional information relating to the Alternate Facilities that are being designated as Facilities pursuant to this Section 8.12.1 as reasonably requested by Buyer. Upon the date that is six (6) months after delivery of such notice, or any earlier date agreed upon by the Parties, the designated Alternate Facilities will become Facilities hereunder without requiring an amendment of this Agreement and the revised Exhibits 1, 3A, 3B, 5, 6, 10, 11, 12, 14, and 15 included within such notice shall be binding upon the Parties as if set forth herein. The designation of Facilities pursuant to this Section 8.12.1 will not result in (a) any change in the Development Period Minimum Capacity, or Development Period Maximum Capacity or (b) a change of the dates of the Development Period. For the avoidance of doubt, once Alternate Facilities become Facilities hereunder, they will be subject to all of the terms and conditions applicable to Facilities hereunder, including satisfaction of the requirements for Commercial Operation.
- 8.12.2 At any time, and from time to time, prior to the end of the Development Period, Supplier may propose to substitute one or more Alternate Facilities (proposed “Substitution Facilities”) for one or more of the Facilities that are

already subject to this Agreement by providing a written proposal to Buyer specifying such proposed Substitution Facilities and the Facilities that are proposed to cease being Facilities (proposed “Former Facilities”), and containing a document in the form of proposed revised Exhibits 1, 3A, 3B, 5, 6, 10, 11, 12, 14, and 15 that include (i) a description of the proposed Substitution Facilities and associated Facility Milestones with a level of detail that is reasonably comparable to the detail provided for the Facilities and associated Facility Milestones in Exhibits 1, 3A, 3B, 5, 6, 10, 11, 12, 14, and 15 as of the Effective Date, and (ii) proposed removal of the details associated with the Former Facilities. At Buyer’s request, Supplier shall provide Buyer with any additional information relating to the proposed Substitution Facilities as reasonably requested by Buyer. Any such proposal by Supplier under this Section 8.12.2 shall be subject to the following limitations: The designation of any Substitution Facilities or Former Facilities pursuant to this Section 8.12.2 will not result in any change in the (A) any change in the Development Period Minimum Capacity, or Development Period Maximum Capacity or (B) a change of the dates of the Development Period. Each Supplier proposal under this Section 8.12.2 is subject to Buyer’s review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Buyer shall promptly review any proposal by Supplier pursuant to this Section 8.12.2 and provide notice to Supplier within thirty (30) days after receipt of Supplier’s proposal stating whether Buyer accepts or rejects such Supplier proposal. If Buyer fails to respond to Supplier’s proposal within thirty (30) days after receipt of Supplier’s proposal, then Buyer will be deemed to have accepted Supplier’s proposal. Upon the date that Buyer accepts (or is deemed to have accepted) Supplier’s proposal pursuant to this Section 8.12.2, the proposed Substitution Facilities will become Facilities hereunder and the proposed Former Facilities will cease to be Facilities hereunder, without requiring an amendment of this Agreement and the revised Exhibits 1, 3A, 3B, 5, 6, 10, 11, 12, 14, and 15 included within Supplier’s accepted (or deemed accepted) proposal shall be binding upon the Parties as if set forth herein. Except under the circumstances described in Section 24.6, Supplier may not propose under this Section 8.12.2 to designate as a Former Facility any Facility that has achieved Commercial Operation, even if a Substitution Facility is identified for such Facility. For the avoidance of doubt, (I) once Substitution Facilities become Facilities hereunder, they will be subject to all of the terms and conditions applicable to Facilities hereunder, including satisfaction of the requirements Commercial Operation, and (II) once a Former Facility ceases to be a Facility hereunder it will be released from any and all obligations and restrictions applicable to Facilities hereunder.

- 8.12.3 At any time, and from time to time, after the date that the Project Capacity is equal to or greater than the Development Period Minimum Capacity, Supplier will have the right to designate as Former Facilities that are to cease being Facilities hereunder all or any portion of the Facilities that have not yet achieved Commercial Operation by sending notice to Buyer

specifying the Facilities that are being designated as Former Facilities and containing a document in the form of revised Exhibits 1, 3A, 3B, 5, 6, 10, 11, 12, 14, and 15 that remove the details associated with such Former Facilities. Promptly after the later of (a) the Development Period Completion Date and (b) the date that Supplier achieves the Development Period Minimum Capacity, Supplier shall designate as Former Facilities that are to cease being Facilities hereunder any remaining Facilities at such time that have not yet achieved Commercial Operation as of the such later date, by sending notice to Buyer specifying the Facilities that are being designated as Former Facilities and containing a document in the form of revised Exhibits 1, 3A, 3B, 5, 6, 10, 11, 12, 14, and 15 that remove the details associated with such Former Facilities. Upon delivery of such notice pursuant to this Section 8.12.3, the designated Former Facilities will cease to be Facilities hereunder, and Supplier will have no further obligation to Buyer hereunder in respect of such Former Facilities, without requiring an amendment of this Agreement and the revised Exhibits 1, 3A, 3B, 5, 6, 10, 11, 12, 14, and 15 included within such notice shall be binding upon the Parties as if set forth herein. The designation of Former Facilities pursuant to this Section 8.12.3 will not result in (A) any change in the Development Period Minimum Capacity or Development Period Maximum Capacity or (B) a change of the dates of the Development Period. Supplier will not have the right under this Section 8.12.3 to designate as a Former Facility a Facility that has achieved Commercial Operation.

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 a 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 from a Facility to the applicable 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 applicable Delivery Point; (c) the interconnection between such 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 from such Facility) for any reason, even if such curtailment, reduction or re-dispatch directive is carried out by Buyer, which may fulfill such directive by acting in its sole discretion; (e) if Buyer curtails or otherwise reduces the Net Energy from such Facility in order to meet its obligations to the Transmission Provider, Electric System Authority or Market Operator to operate within system limitations; (f) such Facility's Energy is not received because such 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 from such Facility at the applicable 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 of a Facility, Supplier shall not produce Energy from such Facility or sell Product from such Facility 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 any Facility based on an Emergency with respect to such Facility that occurs on such Facility's side of its point of interconnection under the IA for such Facility, except to the extent such Emergency is a result of an event of Force Majeure.

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 (“Economic Curtailment”). Buyer shall provide notice to Supplier of any Economic Curtailment, including Facility(ies) to be curtailed and the Delivery Hours in which Energy is to be curtailed, in accordance with the requirements of the Operations Coordination Protocol.

10.4.2 Supplier shall obey all orders for Economic Curtailment issued by Buyer in accordance with Section 10.4.1. The amount of Project 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 by the curtailed Facility(ies) 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 of a Facility, Supplier shall not produce Energy (to the extent curtailed by Buyer) from such Facility or sell Product from such Facility 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 any Facility based upon an Emergency with respect to such Facility.

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. Within sixty (60) days after the Effective Date, Buyer will submit applications to Transmission Provider to designate each Facility as a Network Resource. Within sixty (60) days after Supplier’s designation of an Alternate Facility as a Facility pursuant to Section 8.12.1 or the acceptance or deemed acceptance of an Alternate Facility as a Substitution Facility pursuant to Section 8.12.2, Buyer will submit an application to Transmission Provider to designate such Facility as a Network Resource. Supplier will provide all information related to each Facility required for such applications within thirty (30) days after the Effective Date or the designation of an Alternate Facility as a Facility pursuant to Section 8.12.1 or the acceptance or deemed acceptance of an Alternate Facility as a Substitution Facility pursuant to Section 8.12.2, as the case may be. Buyer will provide a copy of each 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 (a) non-forced

outage of a Facility or (b) reducing the capability of the Project to deliver the Supply Amount (each such reduction or outage, a “Planned Outage”) so as to minimize the impact on the availability of any Facility or the Project. 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 First COD 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 such 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 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 a 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 a Facility. Supplier shall keep Buyer apprised of the status of any such matters.
- 12.2 Notification of Facility Regulatory Status. For each Facility, Supplier shall notify Buyer of the regulatory status of such Facility as an EWG or QF no later than ninety (90) days prior to the Operation Date for such Facility, and will provide Buyer with evidence documenting receipt of the required Governmental Approvals related to such designation (as such approvals are set forth in the corresponding Exhibit 10 for such Facility). Following the Operation Date of a Facility, Supplier shall notify Buyer, as soon as practicable, of any changes in regulatory status of such 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 the corresponding Exhibit 10 for such Facility) 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, transformers or similar equipment, as applicable) of a 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 and other Product, interconnection and transmission issues, and any additional information requested by Buyer with respect to such Facility.
- 12.4 Project Reports and Project Review Meetings.
- 12.4.1 Prior to the Commercial Operation Date. For each Facility, prior to the Commercial Operation Date for such Facility, Supplier shall provide to

Buyer a quarterly project report, in form and substance reasonably satisfactory to Buyer, which shall include the following: status in obtaining Facility Milestones, including level one schedule; progress in obtaining any Governmental Approvals in connection with achieving the Commercial Operation Date for such Facility; and a discussion of Supplier's progress with respect to the satisfaction or achievement of each Facility 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 Facility Milestone within the period of time required pursuant to the corresponding 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. The quarterly project reports will be provided to Buyer no later than ten (10) Business Days after expiration of the previous quarter. 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 Facility Milestone activities listed in the corresponding Exhibit 6. For each Facility, 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 for such Facility; (b) notify Buyer as soon as Supplier becomes aware of any changes in such projected dates for such Facility; and (c) coordinate with Buyer regarding the commencement of operation of such Facility. In addition to the foregoing, for each Facility, 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 for such Facility.

- 12.4.2 After Commercial Operation Date. For each Facility, after the Commercial Operation Date for such Facility, 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 such Facility, including: (a) all weather data from any collection device measuring data with respect to such 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 for such Facility; (c) all reporting information maintained in the operational log and any other SCADA data from such Facility; (d) any reports pertaining to such Facility's 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 such Facility or such Facility resource as may be requested by the PUCN or any other Governmental Authority. In addition, Supplier shall provide remote access

to Buyer for each 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 for each Facility, 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 for such Facility; (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 from such Facility; and (d) any other significant event or information related to the operation of such Facility or the delivery of Net Energy or other Product from such Facility. 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 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 parent are publicly available electronically on its website, Supplier is deemed to have met the requirements of this Section 12.5.
- 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 a 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 a 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 a 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 for a Facility listed in the corresponding Exhibit 12 for such Facility or otherwise in effect with respect to a Facility. Supplier shall further provide Buyer with information relating to environmental impact mitigation measures it is taking in connection with a 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 a Facility, or (b) the actual or alleged presence of Environmental Contamination at a Facility or on the Facility 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 each 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 each 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 Except where the interconnection agreement for a Facility includes different requirements: (a) 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, and (b) the approved telecommunication circuit line will originate at Buyer's telecommunications 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 from each Facility, Planned Outages, Derating, other outages and similar changes that may affect the Delivered Amount from any Facility 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 Operations Coordination Protocol or by Buyer consistent with Good Utility Practice, Supplier shall deliver to Buyer's Operating Representative an Availability Notice for each Facility in the form set forth in Exhibit 8 and containing such information as may be required by the Operations Coordination Protocol. 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 a Facility from time to time.

14.2.2 Supplier shall update the affected 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 from any Facility, or (b) as otherwise provided for in the Operations Coordination Protocol.

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 Project Delivered Amount is expected to be less than or greater than the Supply Amount.

14.2.4 In the event of a Derating of any 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.

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, except as expressly set forth in Section 3.5, each 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 each 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 each 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 Reserved.
- 15.3.3 Supplier shall provide written notice to the county in which each Facility is located, the local fire department having jurisdiction over the Facility 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 Facility Site of any flammable materials. 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 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.

- 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 a 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 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); (b) a cash deposit, with (a) or (b), as applicable, in an amount equal to One Million Five Hundred Thousand Dollars (\$1,500,000) (the "Development Security"). Supplier shall post the Development Security with Buyer within five (5) Business Days after the Effective Date. Upon the PUCN Approval Date, the Development Security shall increase to an amount equal to Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000). The revised Development Security shall be posted within five (5) Business Days after the PUCN Approval Date and shall be maintained until the Development Period Completion Date. Notwithstanding the foregoing, when a Facility achieves Commercial Operation, the required amount of Development Security shall automatically be reduced by the product of (x) the Certified Nameplate Capacity Rating of such Facility achieving Commercial Operation in kW and Eighty-Five Dollars (\$85); provided, that notwithstanding anything in the foregoing to the contrary, in no event shall the required amount of Development Security be less than Zero Dollars (\$0); provided, further, that with the consent of Buyer, Supplier may apply and maintain the Development Security (including through any applicable amendments to such Development Security) that would otherwise be reduced or released as a portion of Operating Security required to be provided by Supplier pursuant to Section 17.2. Any decrease in the Development Security amount shall be posted no later than ten (10) Business Days following such change in the required Development Security amount, and Buyer shall cooperate reasonably with Supplier to facilitate a return or release of the posted Development Security amount being reduced to meet the new required Development Security amount following any reduction in the required Development Security amount; provided, that any decrease in the Development Security amount shall not be posted or released until the corresponding increase in Operating Security pursuant to Section 17.2 has been posted. 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) if Supplier fails to pay Daily Delay Damages as provided in Section 8.5; (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 two (2) 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 in full to Buyer pursuant to Section 17.2, any remaining 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 (15th) Business Day after the Development Period Completion Date.

- 17.2 Operating Security. With respect to the first Facility to achieve Commercial Operation, as a condition to the achievement of Commercial Operation for such Facility, 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 the product of the Certified Nameplate Capacity Rating of such first Facility to achieve Commercial Operation multiplied by Two Hundred Ninety-Four Thousand Dollars (\$294,000) (the "Operating Security"). Supplier shall post the Operating Security with Buyer no later than five (5) Business Days prior to the First COD. After such posting, when any Facility achieves Commercial Operation, the required amount of Operating Security shall automatically be adjusted to equal the product of the Project Capacity at such time, expressed in MW, multiplied by Two Hundred Ninety-Four Thousand Dollars (\$294,000) per MW. Any increase in the Operating Security amount shall be posted no later than ten (10) Business Days following such change in the required Operating Security amount. 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 two (2) 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 five (5) Business Days of such downgrade pursuant to Section 17.4.

- 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 two (2) 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 five (5) 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 five (5) 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. Except as provided in Sections 8.5 and 8.6 herein, 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 (including any obligation to deliver or accept Product), 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; the occurrence after the Effective Date of an enactment, promulgation, modification or repeal of one or more laws that makes the ability of either Party to perform under this Agreement impossible; 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); or actions, or failures to act or delays by Transmission Provider or interconnection provider, or failures or delays of the Transmission System or any interconnection facilities (together, "Transmission Provider Failures or Delays"). With respect to Transmission Provider Failures or Delays, Supplier shall (i) cooperate with the Transmission Provider to take all reasonable steps in its capacity to mitigate the impact of such Transmission Provider Failures or Delays, (ii) share relevant documentation with the Buyer as part of the Force Majeure notice, and (iii) have no right to claim such event as a Force Majeure to the extent Supplier is responsible for such Transmission Provider Failures or Delays.

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 a 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 Facility 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, except to the extent it is caused by an event of Force Majeure;

20.3.1.4 A Party's failure to meet a Facility 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 a Facility's equipment (including any serial equipment defect) that is not caused by an independent event of Force Majeure at the Facility 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 [Reserved]
- 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 Facility 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 either Party 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 forty-eight (48) hours following such Force Majeure event);

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 Washoe, 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 Project or in any Facility to any Person (other than to a Project Company) prior to the PUCN Approval Date without the prior written consent of Buyer; or (c) a Controlling Interest in Supplier be Assigned (other than as set forth in Section 23.5), 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.

- 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) Nevada 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; (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. After the PUCN Approval Date, Supplier may, without the consent of Buyer, Assign any 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 Project 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; (b) (to the extent that such Assignment is an Assignment of this Agreement to an Affiliate of Supplier) 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) (to the extent that such Assignment is an Assignment of this Agreement to an Affiliate of Supplier) 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 Project. Supplier shall not directly or indirectly Assign its ownership interest in the Project to any Person absent: (a) an Assignment of this Agreement to such Person (in the case of a direct assignment); (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 (in the case of a direct assignment); (c) Buyer's prior written approval, not to be unreasonably withheld, of such Person; and (d) such Person being a Qualified Transferee. This Section 23.4 shall not apply or restrict any Assignment of the Project (i) in accordance with the provisions of Section 23.2 or 23.8, (ii) any other Permitted Transaction, or (iii) that occurs after Buyer has obtained the PUCN Approval described in Section 16.2 that complies with the ROFO provisions of Section 6.1, provided that such Assignment is to a Qualified Transferee or, if such transfer is not to a Qualified Transferee, provided that Buyer consents to such transfer, which consent may be withheld in Buyer's sole discretion.
- 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 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 a 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 such 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 one or more Facilities or the Project. 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 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, a Generating Facility as a Renewable Energy System;
 - 24.1.5 in the case of Supplier, its failure to install, operate, maintain or repair a Facility in accordance in all material respects with Good Utility Practice;

- 24.1.6 in the case of Supplier, (a) the exceeding of the Critical Facility Milestone Aggregate Delay Threshold as set forth in Section 8.2.2 and the expiration of the cure period set forth therein; or (b) unless excused by an event of Force Majeure, its failure to timely achieve the Development Period Minimum Capacity by the end of the Development Period, 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 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 a Party, or in the case of Supplier, if Supplier or a Project Company: (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);
- 24.1.11 in the case of Supplier, if Supplier relinquished possession and control of all or substantially all of a Facility or the Project, other than pursuant to a transfer permitted under this Agreement;
- 24.1.12 in the case of Supplier, if there is an Event of Default due to an excess Shortfall pursuant to Section 3.6.1.1; and
- 24.1.13 in the case of Supplier, Supplier's failure to timely pay Daily Delay Damages as provided in Section 8.5.
- 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 Section 24.1.10 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, 24.1.7, 24.1.8, 24.1.9 or 24.1.10 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 (subject to the limitation set forth in Section 8.5.3), and in the case of Buyer, drawing upon the Development Security and the Operating Security. If Buyer terminates this Agreement due to an Event of Default of Supplier, then for purposes of determining Buyer’s cover damages, (a) prior to the Development Period Completion Date, such damages shall be measured based on an assumption that the Project Capacity for the Term would have been the greater of (i) the Guaranteed Minimum Project Capacity and (ii) the actual Project Capacity as of the date of termination, and (b) after the Development Period Completion Date, such damages shall be measured based on the actual Project Capacity as of such termination date.

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 any Facility or any applicable Facility Site, may thereafter require or seek to require Buyer to make any purchases from any Facility or any electric generation facility constructed on the Facility 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 or due to a Supplier Event of Default then neither Supplier nor Supplier’s Affiliates may sell, or enter into a contract to sell, Project Net Energy or any Product generated by, associated with or attributable to a generating facility (a “Covered Facility”) that from time to time may be constructed by Supplier or any Affiliate of Supplier on any Facility Site through the third (3rd) anniversary date of Buyer’s notice of termination. 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 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 any Facility, or any part thereof, or land rights or interests in the Facility 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 each Facility 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 Responsibility of Project Companies. Notwithstanding any provision to the contrary contained in this Agreement or any assignment of this Agreement to any Project Company, Supplier agrees and acknowledges that it shall be fully responsible and liable to Buyer for (a) performing or causing to be performed all of its obligations under this Agreement notwithstanding the fact that the Project Company and not Supplier may own the applicable Generating Facility at issue and (b) causing the Project Companies to perform any actions required or contemplated to be performed by the Project Companies pursuant to this Agreement or that are required to be performed by the Project Companies in order for Supplier to perform its obligations under this Agreement.
- 24.7 Facility-Specific Events of Default. Notwithstanding anything to the contrary herein, in the event of (a) an Event of Default pursuant to Section 24.1.10 with respect to a Project Company, or (b) an Event of Default by Supplier pursuant to Section 24.1.1, 24.1.3, 24.1.4, 24.1.5, or 24.1.11 that is based on Supplier’s failure to perform the required obligations with respect to some, but not all, of the Facilities comprising the Project at such time (a “Facility-Specific Event of Default”), in lieu of Buyer’s remedies set forth in Sections 24.1 through 24.6, Buyer will be entitled to the remedies set forth in this Section 24.7. Following a Facility-Specific Event of Default, Supplier shall promptly notify Buyer and Supplier shall use commercially reasonable efforts to provide Substitution Facilities as provided in Section 8.12.2 for the affected Facility(ies), even if such Facility-Specific Event of Default and associated substitution occurs after the end of the Development Period. However, as set forth in Section 8.12, a Substitution Facility shall be subject to Buyer’s review and approval, which approval shall not be unreasonably withheld, conditioned, or delayed. Buyer shall promptly review any proposal by Supplier under this Section 24.6 for a Substitution Facility(ies) and provide notice to Supplier within thirty (30) days after receipt of Supplier’s proposal stating whether Buyer accepts or rejects such Supplier proposal. If Buyer fails to respond to Supplier’s proposal within thirty (30) days after receipt of Supplier’s proposal, then Buyer will be deemed to have rejected Supplier’s proposal for a Substitution

Facility(ies) under this Section 24.6. In the event that Supplier does not within thirty (30) days after such Facility-Specific Event of Default designate such Substitution Facilities, or if Buyer does not approve (such approval shall not be unreasonably withheld, conditioned, or delayed) Supplier's proposal for a Substitution Facility(ies), Supplier shall be obligated to pay to Buyer, as liquidated damages for the reduction in the Project Capacity corresponding to the deduction of the aggregate Certified Nameplate Capacity Rating of the affected Facility, an amount equal to the product of (i) the amount of the Operating Security, multiplied by (ii) the quotient of the aggregate Certified Nameplate Capacity Rating of the affected Facilities, divided by the Project Capacity at such time. To the extent that Supplier fails to make payment of such amount within five (5) Business Days after receipt of a demand for payment from Buyer, Buyer shall be entitled to draw from the Operating Security the unpaid amount. Supplier shall provide notice to Buyer and remove the affected Facilities from the Project and upon delivery of such notice the Project Capacity will be reduced by the amount of the aggregate Certified Nameplate Capacity Rating of the affected Facilities for which Supplier is unable to provide Substitution Facilities, and the Yearly PC Amount, Supply Amount, Annual Supply Amount, and Maximum Amount will be adjusted downward on a pro rata basis, and, effective as of such notice, this Agreement shall be amended to reflect such changes, and the Parties shall execute an amendment to this Agreement consistent with the adjustments to the Yearly PC Amount, Supply Amount, Annual Supply Amount, and Maximum Amount. The Parties acknowledge and agree that the damages that Buyer would incur due to a Facility-Specific Event of Default would be difficult or impossible to predict with certainty, and it is impractical and difficult to assess actual damages in those circumstances and, therefore, the liquidated damages provided for above are a fair and reasonable calculation of such damages. Supplier's provision of Substitution Facilities for the Facilities subject to a Facility-Specific Event of Default or payment of the liquidated damages as described in this Section 24.7 are Buyer's sole and exclusive remedies for a Facility-Specific Event of Default.

25. REPRESENTATIONS AND WARRANTIES OF SUPPLIER

Supplier represents and warrants to Buyer as of the Effective Date and for the term of this Agreement 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 for each Facility as set out in the corresponding Exhibit 10 for each Facility, 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 Interconnection Process; Transmission. Supplier or the applicable Project Company has initiated with the Transmission Provider the process of obtaining the rights to interconnect each Facility to the Transmission System in order to provide for the delivery of Net Energy from such Facility to and at the Delivery Point applicable to such Facility.
- 25.7 Interconnection Cost Due Diligence. Supplier has conducted due diligence regarding the costs of all facilities and equipment necessary to interconnect each Facility to and at the Delivery Point applicable to such Facility and all such costs are covered by payments for Product provided for in this Agreement.
- 25.8 Required Facility Documents. All Required Facility Documents for each Facility are listed on the corresponding Exhibit 12 for each Facility. Pursuant to the Required Facility Documents for each Facility, Supplier or the applicable Project

Company holds as of the Effective Date, or will hold by the Commercial Operation Date for such Facility (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 such 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 each Facility complies with all applicable restrictive covenants affecting such Facility or the corresponding Facility Site for such Facility.

- 25.9 Governmental Approvals. Supplier or the applicable Project Company has applied or will apply for or has received the Governmental Approvals for each Facility listed in the corresponding Exhibits 10 and 12 for each Facility, and no other Governmental Approvals are required by Supplier or the applicable Project Company to construct, own, operate and maintain each Facility or perform its obligations under this Agreement. Following the Commercial Operation Date for each Facility, Supplier shall notify Buyer of any additional material Governmental Approvals that are required for the ownership, operation and maintenance of such 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 or the applicable Project Company has entered into or will enter into all material agreements for each Facility as listed in the corresponding Exhibit 12 for each Facility necessary for the construction, ownership, operation and maintenance of such Facility and the performance of its obligations under this Agreement.
- 25.11 Certification. Except as expressly set forth in Section 3.5, each 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 each 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 Project in accordance with the project execution plan submitted by Supplier to Buyer pursuant to the request for proposals dated November 25, 2024. Supplier shall construct each Facility using only such equipment that satisfies the Equipment Specifications.
- 25.14 Union Covered Work. For each Facility, Supplier shall cause its contractors or sub-contractors, as applicable, to use IBEW Local 401 (the "Union") members to perform Covered Work for such Facility, where "Covered Work" (a) includes the electrical construction work at such Facility's Facility Site of (i) the Facility's project substation and (ii) the Facility plant, including the following electrical work within the plant's fenceline: installation of electrical and electronic equipment,

installation and connection of 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, but (b) excludes (i) construction of any transmission lines, (ii) any work performed by federal, state, county, city or other governmental bodies and/or agencies or their contractors, or work performed by employees of Buyer, (iii) purchase of any manufactured item produced in a genuine manufacturing facility for the supply of products, (iv) any offsite fabrication, kitting, preparation or other assembly of components for the Facility, (v) creating inverter skids, if they are created, built, or assembled in a genuine manufacturing facility, (vi) the initial delivery of materials to the Facility's Facility Site, to a drop off location within such site, or to a temporary yard at/or area near such site or the unloading, carrying, or transporting of electrical materials and/or equipment, (vii) any operations or maintenance work relating to such Facility. For each Facility, Supplier shall provide documentation to Buyer reasonably demonstrating that the commitments set forth in this Section 25.14 have been included in Supplier's contracts with its primary contractor for each Facility no later than prior to issuance of the Notice to Proceed for such Facility.

25.15 OFAC Sanctions Lists.

25.15.1 Neither Supplier, any Affiliate of Supplier, nor any partner, joint venturer, or strategic alliance participant of Supplier or any Affiliate of Supplier, nor any officer, director, employee, 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) 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 fully comply and cooperate with 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 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 (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 use in its provision of the procurement for or construction of any Facility contemplated within this Agreement, whether directly or indirectly using subcontractors, subsidiaries, parents, or affiliates, any labor performed or product that was mined, produced or manufactured wholly or in part in the vendor regions or labor performed by citizens of the vendor regions that would cause Supplier or its subcontractors, subsidiaries, parents, or affiliates to be in violation of Applicable Law. Supplier is responsible for being familiar with Applicable Law related to security threats and other prohibitions from foreign government or foreign company involvement in domestic energy infrastructure. 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 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.).

- 25.18 Supply Chain Audit. Within thirty (30) days of satisfying the Milestone F in the Facility Milestones for a Facility, Buyer may request in writing that Supplier undergo a Supply Chain Audit; provided, that prior to making such request, Buyer agrees to consult with Supplier as to any concern that Buyer has with respect to Supplier's compliance with any of Sections 25.15 through 25.17, and Supplier shall have thirty (30) days to respond to such concerns and demonstrate, to Buyer's sole satisfaction, that Buyer's concerns are not substantiated. In the event that Buyer disagrees with Supplier's response and determines that a Supply Chain Audit is warranted, Buyer may direct Supplier to undergo a Supply Chain Audit. Upon such direction, Supplier shall undergo and deliver a Supply Chain Audit, conducted by a third-party consulting firm of national repute selected by Buyer. Supplier shall cooperate with the requirements of the Supply Chain Audit, and Buyer and Supplier agree that such Supply Chain Audit shall be conducted in an efficient manner and avoid imposing unreasonably burdensome or unnecessary requirements on Supplier; provided, that Supplier shall use commercially reasonable efforts to complete or cause to be completed such Supply Chain Audit and cause the findings of the same to be delivered within sixty (60) days of Buyer's direction to perform a Supply Chain Audit. The findings of the Supply Chain Audit shall be simultaneously shared by the consulting firm with both the Buyer and Supplier. Each Party shall have fifteen (15) days to respond to the draft Supply Chain Audit. Buyer, Supplier and the consulting firm agree to resolve any inaccuracies, disputed findings or other information raised by Buyer or Supplier. 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 such Supply Chain Audit.
- 25.19 Cybersecurity. Supplier shall comply in all respects with the requirements in Exhibit 27.
- 25.20 [Reserved.]
- 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 with respect to a Facility as of the Commercial Operation Date and during the Term for such Facility. 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 prompt 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.

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 To the extent of insurable indemnity obligations assumed by Supplier under this Agreement, 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 reduction, 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 reduction, cancellation or non-renewal, Supplier shall immediately provide notice thereof to Buyer;

27.2.3 To the extent of insurable indemnity obligations assumed by Supplier under this Agreement, 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 To the extent of insurable indemnity obligations assumed by Supplier under this Agreement, naming 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 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 or of a reduction of liability limits with respect to a policy.
- 27.4 Certified Copies of Insurance Policies. At Buyer's request, in addition to the foregoing certificates of insurance, Supplier shall deliver to Buyer a copy of each insurance policy, certified as a true and complete copy by an authorized representative of the issuing insurance company.
- 27.5 Inspection of Insurance Policies. Buyer shall have the right to inspect the original policies of insurance applicable to this Agreement at Supplier's place of business during regular business hours.
- 27.6 Supplier's Minimum Insurance Requirements.
- 27.6.1 Worker's Compensation. 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) per each bodily injury by accident; (b) One Million Dollars (\$1,000,000) per each employee bodily injury by occupational disease; and (c) One Million Dollars (\$1,000,000) in the annual aggregate per each bodily injury by occupational disease.
 - 27.6.2 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.
 - 27.6.3 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). The minimum insurance limits set forth in Sections 27.6.1, 27.6.2, and 27.6.3 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.

27.6.4 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.

27.6.5 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 each 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 each 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 each Facility and authorizing the use of pictures of such Facility for such activities, upon reasonable prior notice, during regular business hours, and subject to Buyer's compliance with Suppliers safety requirements regarding the Facility 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. Except as otherwise provided in this Agreement, 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 3.6, 3.7, 3.10, 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 each 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 each Facility will be known. The name of such 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 each 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 such 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 such 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 each 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:

SUPPLIER:

SIERRA PACIFIC POWER COMPANY

OKGP LLC

By: 
Name: Brandon Barkhuff
Title: President and CEO


By: 
Name: Elizabeth Helms
Title: Corporate Secretary

EXHIBIT 1.1

DESCRIPTION OF BALTAZOR FACILITY

1. Name of Generating Facility: **Baltazor**

(a) Location: 41.929634 -118.698082

(b) Delivery Point: Winnemucca Substation - HEC 115kV System

2. Supplier:

(a) Project Company: TBD

3. Parent: Ormat Nevada Inc.

4. Operator: Ormat Nevada Inc.

5. Equipment:

(a) Type of Generating Facility: Geothermal

(b) Installed Nameplate Capacity:

(i) Total capacity: 14 MVA

(ii) Expected Nameplate Capacity Rating: 25 MW AC @ +/- 0.95, subject to the provisions of Section 3.4.5

(iii) Total gross output capacity: 24 MW

(iv) Total capacity net of Station Usage: 7 MW

(c)

Additional Technology Specific Information, if any:

6. Operating Characteristics of Generating Facility:

(a) VAR, leading: TBD, Supplier to provide no later than 6 months prior to COD or sooner per Buyer's request to support interconnection or related requests

(b) VAR, lagging (-): TBD, Supplier to provide no later than 6 months prior to COD or sooner per Buyer's request to support interconnection or related requests

(c) Controlled Ramp Rate (MW/minute): 1 MW per minute

(d) Minimum Operating Capacity (MW): 10 MW

(e) Power Factor: +/- 0.95, subject to the provisions of Section 3.4.5

7. Generating Facility Description: See Exhibit 3A

8. Interconnection Agreement: In queue, SIS Phase at Harney Electric

DESCRIPTION OF WHIRLWIND FACILITY

1. Name of Generating Facility: **Whirlwind**

(a) Location: 40.522522 -116.651299

(b) Delivery Point: Bald Mountain Switching Station

2. Supplier:

(a) Project Company: TBD

3. Parent: Ormat Nevada Inc.

4. Operator: Ormat Nevada Inc.

5. Equipment:

(a) Type of Generating Facility: Geothermal

(b) Installed Nameplate Capacity:

(i) Total capacity: 25 MVA

(ii) Expected Nameplate Capacity Rating: 30 MW AC @ +/- 0.95, subject to the provisions of Section 3.4.5

(iii) Total gross output capacity: 32 MW

(iv) Total capacity net of Station Usage: 7 MW

(c)

Additional Technology Specific Information, if any:

6. Operating Characteristics of Generating Facility:

(a) VAR, leading: TBD, Supplier to provide no later than 6 months prior to COD or sooner per Buyer's request to support interconnection or related requests

(b) VAR, lagging (-): TBD, Supplier to provide no later than 6 months prior to COD or sooner per Buyer's request to support interconnection or related requests

(c) Controlled Ramp Rate (MW/minute): 1 MW per minute

(d) Minimum Operating Capacity (MW): 10 MW

(e) Power Factor: +/- 0.95, subject to the provisions of Section 3.4.5

7. Generating Facility Description: See Exhibit 3A

8. Interconnection Agreement: Company LT (NVE Contract #22-00072)

DESCRIPTION OF DIXIE VALLEY WEST FACILITY

1. Name of Generating Facility: **Dixie Valley West**

- (a) Location: 39.939.98 -117.942001
- (b) Delivery Point: Bannock Switching Station

2. Supplier:

- (a) Project Company: TBD

3. Parent: Ormat Nevada Inc.

4. Operator: Ormat Nevada Inc.

5. Equipment:

- (a) Type of Generating Facility: Geothermal
- (b) Installed Nameplate Capacity:
 - (i) Total capacity: 29 MVA
 - (ii) Expected Nameplate Capacity Rating: 35 MW AC @ +/- 0.95, subject to the provisions of Section 3.4.5
 - (iii) Total gross output capacity: 36 MW
 - (iv) Total capacity net of Station Usage: 7 MW

(c)

Additional Technology Specific Information, if any:

6. Operating Characteristics of Generating Facility:

- (a) VAR, leading: TBD, Supplier to provide no later than 6 months prior to COD or sooner per Buyer's request to support interconnection or related requests
- (b) VAR, lagging (-): TBD, Supplier to provide no later than 6 months prior to COD or sooner per Buyer's request to support interconnection or related requests
- (c) Controlled Ramp Rate (MW/minute): 1 MW per minute
- (d) Minimum Operating Capacity (MW): 10 MW
- (e) Power Factor: +/- 0.95, subject to the provisions of Section 3.4.5

7. Generating Facility Description: See Exhibit 3A

8. Interconnection Agreement: Company QM (NVE Contract #25-00004)

EXHIBIT 1.4

DESCRIPTION OF McGEE FACILITY

1. Name of Generating Facility: **McGee**

(a) Location: 41.795502 -118.865997

(b) Delivery Point: HEC 115kV/Winnemucca Substation

2. Supplier:

(a) Project Company: TBD

3. Parent: Ormat Nevada Inc.

4. Operator: Ormat Nevada Inc.

5. Equipment:

(a) Type of Generating Facility: Geothermal

(b) Installed Nameplate Capacity:

(i) Total capacity: 15 MVA

(ii) Expected Nameplate Capacity Rating: 18 MW AC @ +/- 0.95, subject to the provisions of Section 3.4.5

(iii) Total gross output capacity: 22 MW

(iv) Total capacity net of Station Usage: 7 MW

(c)

Additional Technology Specific Information, if any:

6. Operating Characteristics of Generating Facility:

(a) VAR, leading: TBD, Supplier to provide no later than 6 months prior to COD or sooner per Buyer's request to support interconnection or related requests

(b) VAR, lagging (-): TBD, Supplier to provide no later than 6 months prior to COD or sooner per Buyer's request to support interconnection or related requests

(c) Controlled Ramp Rate (MW/minute): 1 MW per minute

(d) Minimum Operating Capacity (MW): 10 MW

(e) Power Factor: +/- 0.95, subject to the provisions of Section 3.4.5

7. Generating Facility Description: See Exhibit 3A

8. Interconnection Agreement: In queue, SIS Phase with Harney Electric

EXHIBIT 1.5

DESCRIPTION OF EXCELSIOR FACILITY

1. Name of Generating Facility: **Excelsior**

- (a) Location: 38.284592 -118.022133
- (b) Delivery Point: Candelaria Substation

2. Supplier:

- (a) Project Company: TBD

3. Parent: Ormat Nevada Inc.

4. Operator: Ormat Nevada Inc.

5. Equipment:

- (a) Type of Generating Facility: Geothermal
- (b) Installed Nameplate Capacity:
 - (i) Total capacity: 16 MVA
 - (ii) Expected Nameplate Capacity Rating: 19 MW AC @ +/- 0.95, subject to the provisions of Section 3.4.5
 - (iii) Total gross output capacity: 23 MW
 - (iv) Total capacity net of Station Usage: 7 MW

- (c)
Additional Technology Specific Information, if any:

6. Operating Characteristics of Generating Facility:

- (a) VAR, leading: TBD, Supplier to provide no later than 6 months prior to COD or sooner per Buyer's request to support interconnection or related requests
- (b) VAR, lagging (-): TBD, Supplier to provide no later than 6 months prior to COD or sooner per Buyer's request to support interconnection or related requests
- (c) Controlled Ramp Rate (MW/minute): 1 MW per minute
- (d) Minimum Operating Capacity (MW): 10 MW
- (e) Power Factor: +/- 0.95, subject to the provisions of Section 3.4.5

7. Generating Facility Description: See Exhibit 3A

8. Interconnection Agreement: In queue, SIS Phase at NV Energy

DESCRIPTION OF MASON FACILITY

1. Name of Generating Facility: **Mason**

- (a) Location: 38.766701 -119.173851
- (b) Delivery Point: Wassuk Switching Station

2. Supplier:

- (a) Project Company: TBD

3. Parent: Ormat Nevada Inc.

4. Operator: Ormat Nevada Inc.

5. Equipment:

- (a) Type of Generating Facility: Geothermal
- (b) Installed Nameplate Capacity:
 - (i) Total capacity: 18 MVA
 - (ii) Expected Nameplate Capacity Rating: 21.6 MW AC @ +/- 0.95, subject to the provisions of Section 3.4.5
 - (iii) Total gross output capacity: 25 MW
 - (iv) Total capacity net of Station Usage: 7 MW

- (c)
Additional Technology Specific Information, if any:

6. Operating Characteristics of Generating Facility:

- (a) VAR, leading: TBD, Supplier to provide no later than 6 months prior to COD or sooner per Buyer's request to support interconnection or related requests
- (b) VAR, lagging (-): TBD, Supplier to provide no later than 6 months prior to COD or sooner per Buyer's request to support interconnection or related requests
- (c) Controlled Ramp Rate (MW/minute): 1 MW per minute
- (d) Minimum Operating Capacity (MW): 10 MW
- (e) Power Factor: +/- 0.95, subject to the provisions of Section 3.4.5

7. Generating Facility Description: See Exhibit 3A

8. Interconnection Agreement: Company QK (NVE Contract #25-00008)

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 \$107 per MWh (the “Product Rate”).

PTC RATE

The “PTC Rate” means the rate used to calculate the PTCs for a 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 geothermal energy 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 such 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.

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	_____	_____

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)	_____				\$ _____
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

¹ Excluding Provisional Energy and Test Energy

a. Measurement Period Supply Amounts during Measurement Period _____ kWh
b. Excused Product during Measurement Period _____ kWh
c. Difference (a – b) _____ kWh
d. 90% of Difference (0.90 * c) _____ kWh
e. Delivered Amount (w/o Excess Energy) during Measurement Period _____ kWh

Shortfall (Y/N)? _____

f. Shortfall Amount (max d – e or zero) _____ kWh

Replacement Cost Calculation
g. Weighted Measurement Period Index _____ \$/MWh
h. Product Rate _____ \$/MWh
i. Difference (max g – h or zero) _____ \$/MWh

k. Replacement Cost (max of f * i) \$ _____

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)	<u>_____</u>

PC REPLACEMENT CALCULATION

j. PC Replacement Rate	\$ _____
k. PC REPLACEMENT COSTS (i * j)	<u>\$ _____</u>

EXHIBIT 3A

DESCRIPTION OF FACILITY SITE

Description of Facility Sites:

EXHIBIT 3A.1 DESCRIPTION OF BALTAZOR SITE 3A.1-1
EXHIBIT 3A.2 DESCRIPTION OF WHIRLWIND SITE 3A.2-1
EXHIBIT 3A.3 DESCRIPTION OF DIXIE VALLEY WEST SITE..... 3A.3-1
EXHIBIT 3A.4 DESCRIPTION OF McGEE SITE..... 3A.4-1
EXHIBIT 3A.5 DESCRIPTION OF EXCELSIOR SITE 3A.5-1
EXHIBIT 3A.6 DESCRIPTION OF MASON SITE 3A.6-1

EXHIBIT 3A.1

DESCRIPTION OF BALTAZOR SITE

[To be provided by Supplier in form and substance reasonably satisfactory to Buyer]

[To be provided at a later date]

EXHIBIT 3A.2

DESCRIPTION OF WHIRLWIND SITE

[To be provided by Supplier in form and substance reasonably satisfactory to Buyer]

[To be provided at a later date]

EXHIBIT 3A.3

DESCRIPTION OF DIXIE VALLEY WEST SITE

[To be provided by Supplier in form and substance reasonably satisfactory to Buyer]

[To be provided at a later date]

EXHIBIT 3A.4

DESCRIPTION OF McGEE SITE

[To be provided by Supplier in form and substance reasonably satisfactory to Buyer]

[To be provided at a later date]

EXHIBIT 3A.5

DESCRIPTION OF EXCELSIOR SITE

[To be provided by Supplier in form and substance reasonably satisfactory to Buyer]

[To be provided at a later date]

EXHIBIT 3A.6

DESCRIPTION OF MASON SITE

[To be provided by Supplier in form and substance reasonably satisfactory to Buyer]

[To be provided at a later date]

EXHIBIT 3B

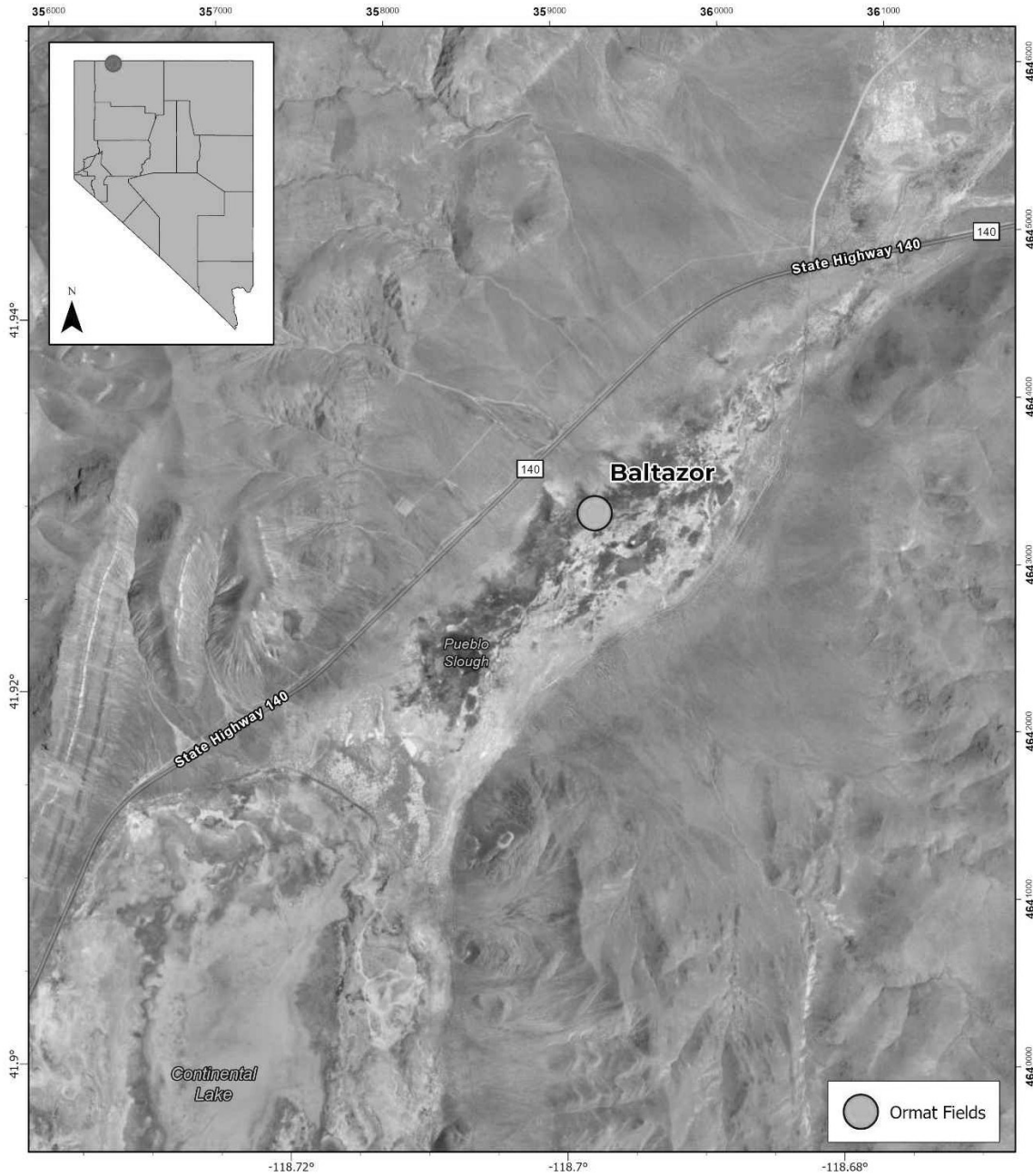
MAP DEPICTING FACILITY SITE


Map depicting Facility Sites:

EXHIBIT 3B.1	MAP DEPICTING BALTAZOR SITE	3B.1-1
EXHIBIT 3B.2	MAP DEPICTING WHIRLWIND SITE	3B.2-1
EXHIBIT 3B.3	MAP DEPICTING DIXIE VALLEY WEST SITE.....	3B.3-1
EXHIBIT 3B.4	MAP DEPICTING McGEE SITE	3B.4-1
EXHIBIT 3B.5	MAP DEPICTING EXCELSIOR SITE	3B.5-1
EXHIBIT 3B.6	MAP DEPICTING MASON SITE.....	3B.6-1

EXHIBIT 3B.1

MAP DEPICTING BALTAZOR SITE



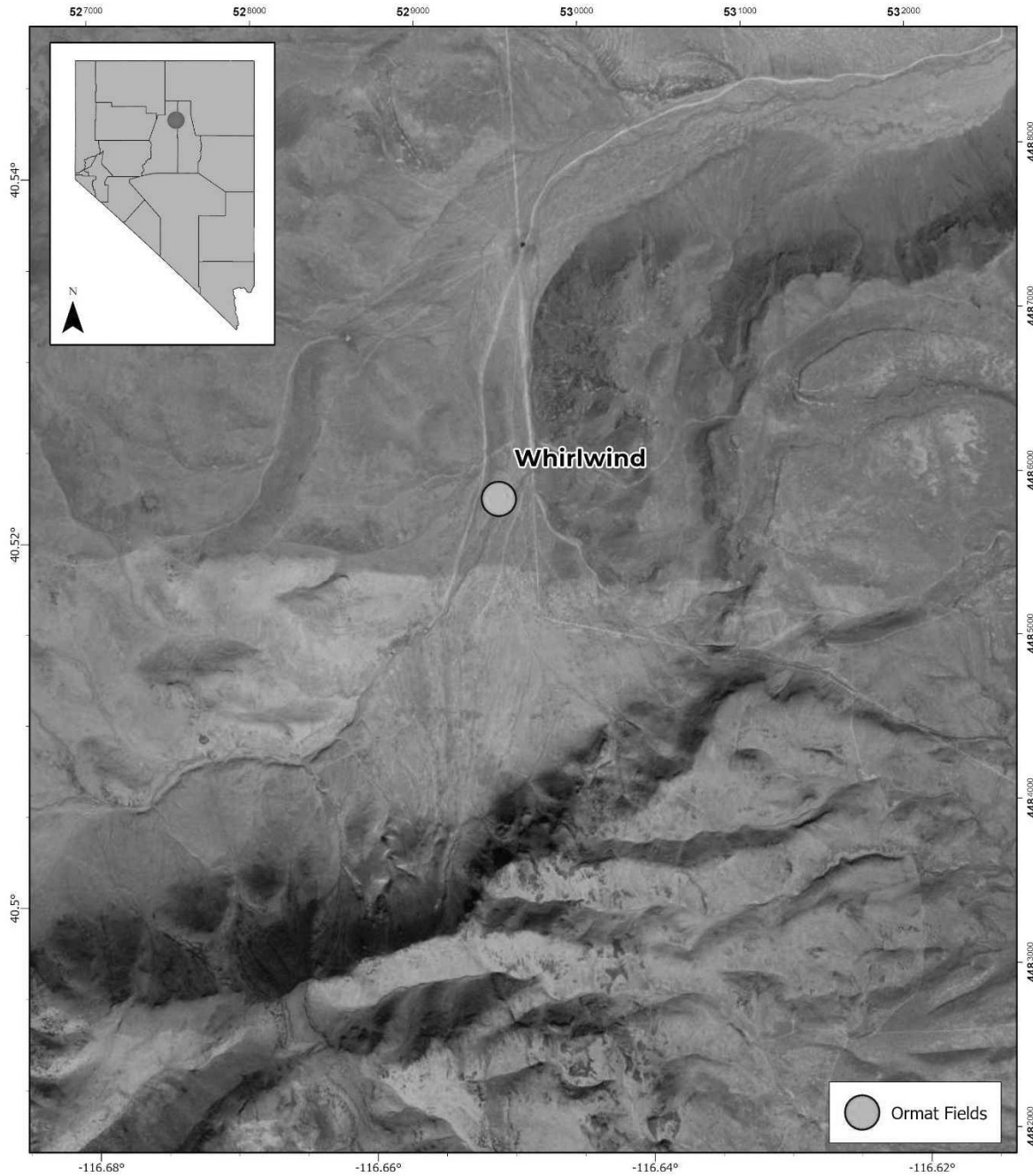
 **Baltazor**
Humboldt County, Nevada, UNITED STATES
WGS 1984 UTM Zone 11N
Prepared by: ENIELSEN Thursday, November 20, 2025


0 0.45 0.9 Miles

N

EXHIBIT 3B.2

MAP DEPICTING WHIRLWIND SITE



 **Whirlwind**
Lander County, Nevada, UNITED STATES
WGS 1984 UTM Zone 11N
Prepared by: ENIELSEN Thursday, November 20, 2025

0 0.45 0.9 Miles




EXHIBIT 3B.3

MAP DEPICTING DIXIE VALLEY WEST SITE

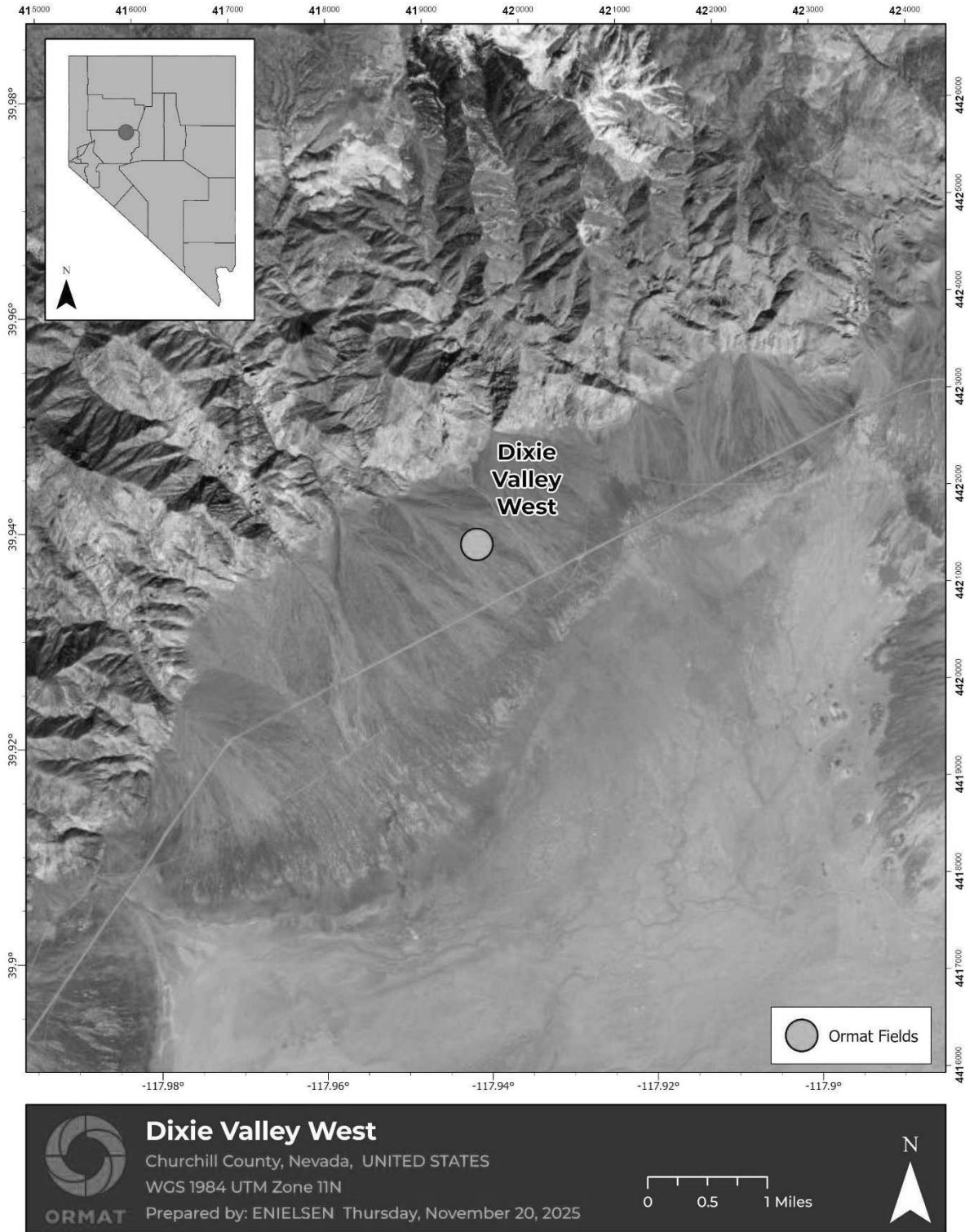


EXHIBIT 3B.4

MAP DEPICTING McGEE SITE

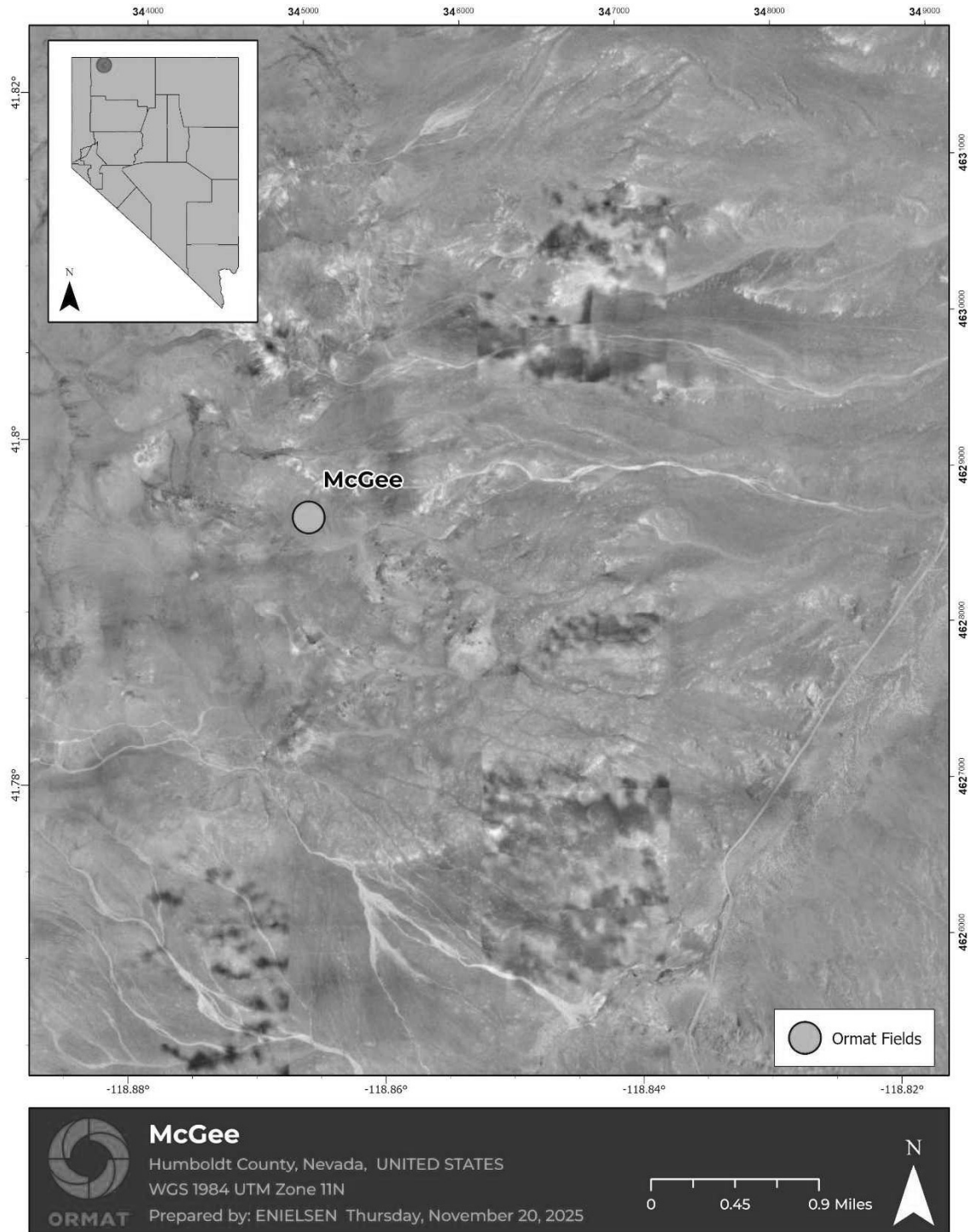


EXHIBIT 3B.5

MAP DEPICTING EXCELSIOR SITE

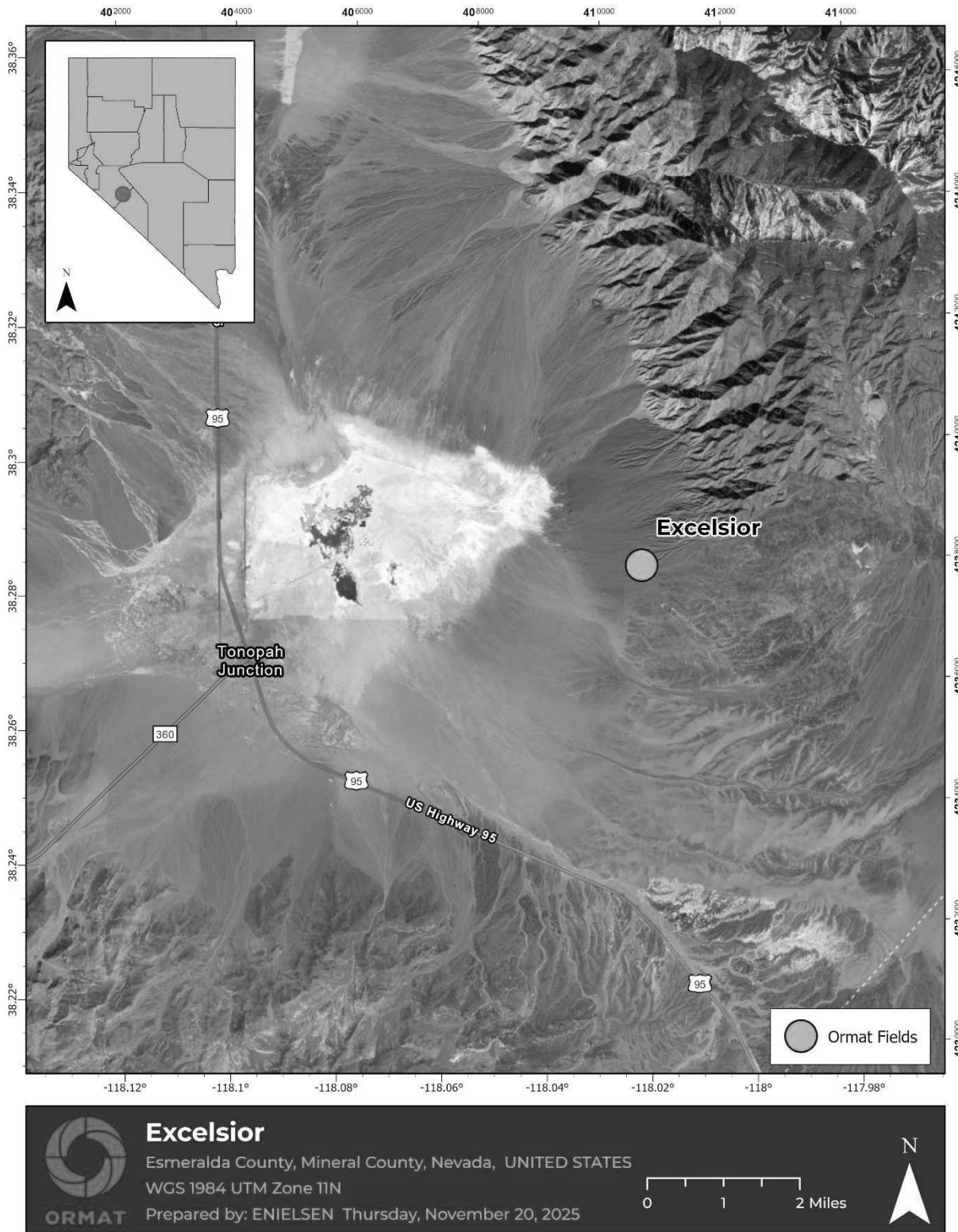
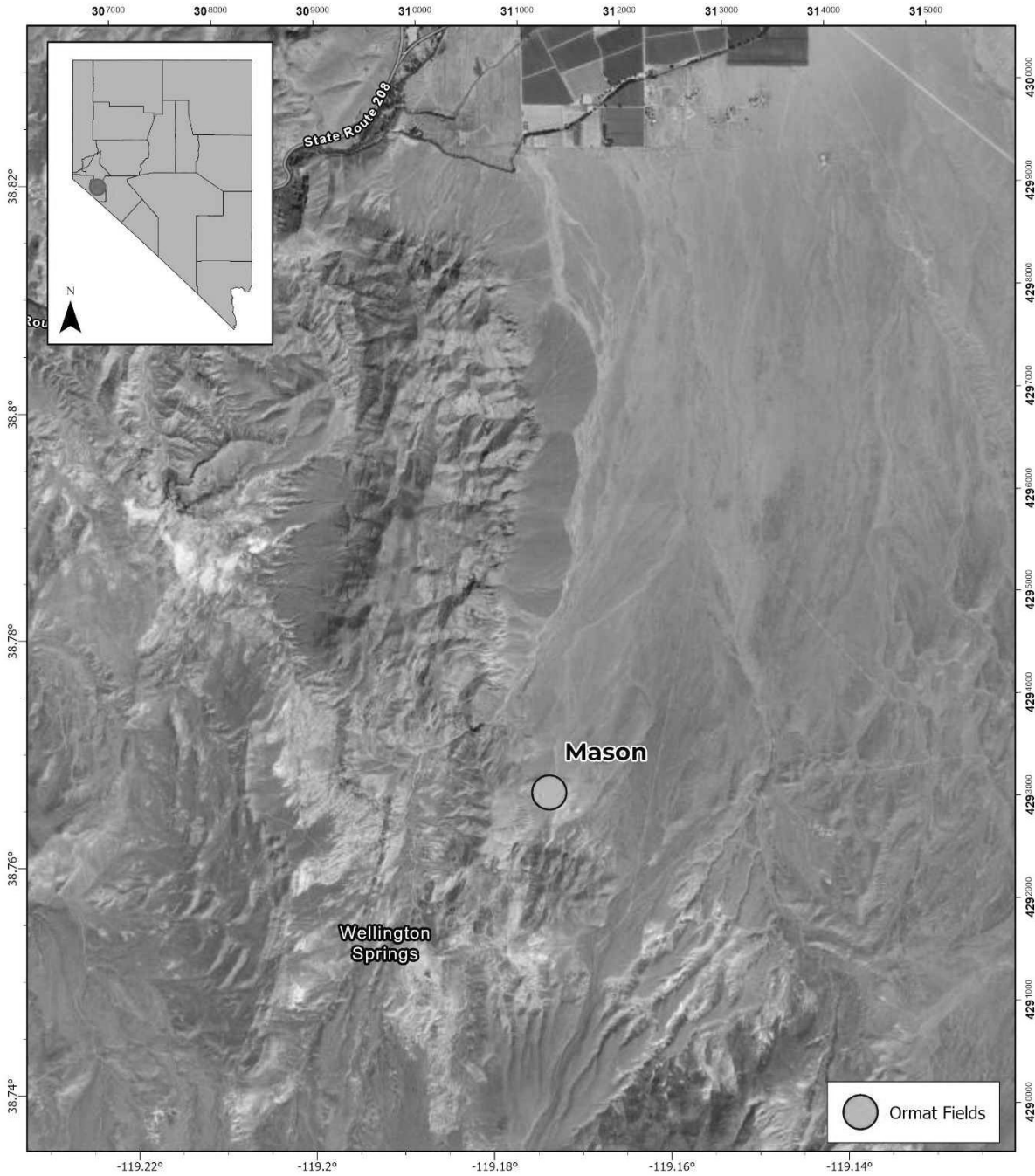



EXHIBIT 3B.6

MAP DEPICTING MASON SITE



 **Mason**
Lyon County, Nevada, UNITED STATES
WGS 1984 UTM Zone 11N
Prepared by: ENIELSEN Thursday, November 20, 2025

0 0.5 1 Miles




EXHIBIT 3C

SHARED FACILITIES

Shared Facilities:

EXHIBIT 3C.1 SHARED FACILITIES FOR BALTAZOR SITE	
.....	3C.1-1
EXHIBIT 3C.2 SHARED FACILITIES FOR WHIRLWIND SITE	
.....	3C.2-1
EXHIBIT 3C.3 SHARED FACILITIES FOR DIXIE VALLEY WEST	
SITE.....	3C.3-1
EXHIBIT 3C.4 SHARED FACILITIES FOR McGEE	
SITE.....	3C.4-1
EXHIBIT 3C.5 SHARED FACILITIES FOR EXCELSIOR SITE	
.....	3C.5-1
EXHIBIT 3C.6 SHARED FACILITIES FOR MASON SITE	
.....	3C.6-1

EXHIBIT 3C.1

SHARED FACILITIES FOR BALTAZOR SITE

[To be provided at a later date]

EXHIBIT 3C.2

SHARED FACILITIES FOR WHIRLWIND SITE

[To be provided at a later date]

EXHIBIT 3C.3

SHARED FACILITIES FOR DIXIE VALLEY WEST SITE

[To be provided at a later date]

EXHIBIT 3C.4

SHARED FACILITIES FOR MCGEE SITE

[To be provided at a later date]

EXHIBIT 3C.5

SHARED FACILITIES FOR EXCELSIOR SITE

[To be provided at a later date]

EXHIBIT 3C.6

SHARED FACILITIES FOR MASON SITE

[To be provided at a later date]

EXHIBIT 4

**NOTICES, BILLING AND PAYMENT INSTRUCTIONS
(ALL FACILITIES)**

SUPPLIER: OKGP LLC

Contact	Mailing Address	Phone	E-mail
<u>CONTRACT REPRESENTATIVE:</u>			
Prior to Commercial Operation Date:			
Director, Business Development, Origination	6884 Sierra Center Parkway Reno, NV 89511	(775) 356-9029	kdowty@ormat.com
From and after Commercial Operation Date:			
Asset Manager	6884 Sierra Center Parkway Reno, NV 89511	(775) 356-9029	assetmanager@ormat.com
<u>OPERATING REPRESENTATIVE:</u>			
Prior to Commercial Operation Date:			
VP, Electricity Segment	6884 Sierra Center Parkway Reno, NV 89511	(775) 356-9029	PPAOperations@ormat.com
From and after Commercial Operation Date:			
VP, Electricity Segment	6884 Sierra Center Parkway Reno, NV 89511	(775) 356-9029	PPAOperations@ormat.com
<u>OPERATING NOTIFICATIONS:</u>			
Prescheduling Asset Manager	6884 Sierra Center Parkway Reno, NV 89511	(775) 356-9029	assetmanager@ormat.com
Real-Time Energy Scheduling Desk	6884 Sierra Center Parkway Reno, NV 89511	(775) 356-9029	enegyscheduling@ormat.com
Monthly Checkout Asset Manager	6884 Sierra Center Parkway Reno, NV 89511	(775) 356-9029	assetmanager@ormat.com

INVOICES:

Asset Manager 6884 Sierra Center Parkway (775) 356-9029 assetmanager@ormat.com
Reno, NV 89511

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
<u>OPERATING REPRESENTATIVES</u>		
<u>Scheduling</u>		
- 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
<u>Emergencies (including Force Majeure)</u>		
- 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
<u>Planned Outages-NPC</u>	702/402-6602	escoc@nvenergy.com
<u>Planned Outages-SPPC</u>	775/834-4716	escoc@nvenergy.com
<u>Metering-NPC</u>	702/402-6163	EMOSouth@nvenergy.com
<u>Metering-SPPC</u>	775/834-7527	EMONorth@nvenergy.com

INVOICES

Energy Supply Contract Management 702/402-5747 ContractManagement@nvenergy.com
7155 S. Lindell Road, MS B13RE
Las Vegas, NV 89118

CC all invoices to:

Fuel & Purchased Power Accounting 775/834-6281 curtis.mcelwee@nvenergy.com
6100 Neil Road, M/S S2A20
Reno, NV 89511

“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

One-Line Diagram of Facility and Delivery Point:

EXHIBIT 5.1	ONE-LINE DIAGRAM OF BALTAZOR FACILITY AND DELIVERY POINT	5.1-1
EXHIBIT 5.2	ONE-LINE DIAGRAM OF WHIRLWIND FACILITY AND DELIVERY POINT	5.2-1
EXHIBIT 5.3	ONE-LINE DIAGRAM OF DIXIE VALLEY WEST FACILITY AND DELIVERY POINT	5.3-1
EXHIBIT 5.4	ONE-LINE DIAGRAM OF McGEE FACILITY AND DELIVERY POINT	5.4-1
EXHIBIT 5.5	ONE-LINE DIAGRAM OF EXCELSIOR FACILITY AND DELIVERY POINT	5.5-1
EXHIBIT 5.6	ONE-LINE DIAGRAM OF MASON FACILITY AND DELIVERY POINT	5.6-1

EXHIBIT 5.1

ONE-LINE DIAGRAM OF BALTAZOR FACILITY AND DELIVERY POINT

Attached is a one-line diagram of the Baltazor Facility, which indicates the Delivery Point and the ownership and the location of Meters.

One-line Diagram to be provided at a future date, but no later than one hundred eighty (180) days prior to the Commercial Operation Date or Delivery Commencement Date, as applicable, for such Facility.

EXHIBIT 5.2

ONE-LINE DIAGRAM OF WHIRLWIND FACILITY AND DELIVERY POINT

Attached is a one-line diagram of the Whirlwind Facility, which indicates the Delivery Point and the ownership and the location of Meters.

One-line Diagram to be provided at a future date, but no later than one hundred eighty (180) days prior to the Commercial Operation Date or Delivery Commencement Date, as applicable, for such Facility.

EXHIBIT 5.3

**ONE-LINE DIAGRAM OF DIXIE VALLEY WEST FACILITY AND DELIVERY
POINT**

Attached is a one-line diagram of the Dixie Valley West Facility, which indicates the Delivery Point and the ownership and the location of Meters.

One-line Diagram to be provided at a future date, but no later than one hundred eighty (180) days prior to the Commercial Operation Date or Delivery Commencement Date, as applicable, for such Facility.

EXHIBIT 5.4

ONE-LINE DIAGRAM OF McGEE FACILITY AND DELIVERY POINT

Attached is a one-line diagram of the McGee Facility, which indicates the Delivery Point and the ownership and the location of Meters.

One-line Diagram to be provided at a future date, but no later than one hundred eighty (180) days prior to the Commercial Operation Date or Delivery Commencement Date, as applicable, for such Facility.

EXHIBIT 5.5

ONE-LINE DIAGRAM OF EXCELSIOR FACILITY AND DELIVERY POINT

Attached is a one-line diagram of the Excelsior Facility, which indicates the Delivery Point and the ownership and the location of Meters.

One-line Diagram to be provided at a future date, but no later than one hundred eighty (180) days prior to the Commercial Operation Date or Delivery Commencement Date, as applicable, for such Facility.

EXHIBIT 5.6

ONE-LINE DIAGRAM OF MASON FACILITY AND DELIVERY POINT

Attached is a one-line diagram of the Mason Facility, which indicates the Delivery Point and the ownership and the location of Meters.

One-line Diagram to be provided at a future date, but no later than one hundred eighty (180) days prior to the Commercial Operation Date or Delivery Commencement Date, as applicable, for such Facility.

EXHIBIT 6

FACILITY MILESTONE SCHEDULES

Facility Milestone Schedules:

EXHIBIT 6.1 FACILITY MILESTONE SCHEDULE FOR BALTAZOR SITE
..... 6.1-1

EXHIBIT 6.2 FACILITY MILESTONE SCHEDULE FOR WHIRLWIND SITE
..... 6.2-1

EXHIBIT 6.3 FACILITY MILESTONE SCHEDULE FOR DIXIE VALLEY WEST
SITE..... 6.3-1

EXHIBIT 6.4 FACILITY MILESTONE SCHEDULE FOR McGEE
SITE..... 6.4-1

EXHIBIT 6.5 FACILITY MILESTONE SCHEDULE FOR EXCELSIOR SITE
..... 6.5-1

EXHIBIT 6.6 FACILITY MILESTONE SCHEDULE FOR MASON SITE
..... 6.6-1

EXHIBIT 6.1

FACILITY MILESTONE SCHEDULE FOR BALTAZOR FACILITY

1. All time periods are in months after the PUCN Approval Date (designated as “AA” below). Any other timing is as otherwise described in specific items below. Buyer will update this Exhibit 6 with actual dates after the PUCN Approval is received.
2. All milestones may be completed earlier than stated times, at the sole option of Supplier.

- A) Facility Milestone: Supplier shall obtain all Required Facility Documents to construct the Facility.

Completion Date: Twelve (12) months prior to COD.

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 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 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.

- B) Facility Milestone: Supplier’s major equipment shall be delivered to the Facility Site

Completion Date: Two (2) months prior to COD.

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 turbines) has been delivered to the Facility Site, and enclosing reasonable documentation of the same.

- C) Facility Milestone: Supplier shall obtain all Required Facility Documents to operate the Facility.

Completion Date: prior to COD.

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.

- D) Facility Milestone: Long-term production and injection well testing.

Completion Date: Twelve (12) months prior to COD.

Documentation: Supplier shall provide Buyer with a comprehensive report for the long-term testing, which shall include information related to temperature, pressure, and flow rates taken at the wellhead and downhole taken for the test. The report shall include the production and injection indices.

- E) Facility Milestone: The Facility achieves the Operation Date.

Completion Date: on COD.

Documentation: Buyer's Meters shall record Energy being delivered from the Generating 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 FACILITY MILESTONES

- F) Facility Milestone: Supplier shall execute all Construction Contracts and Major Equipment Contracts for the Facility.

Completion Date: Twelve (12) months prior to COD (i.e., on or before the PUCN Approval Date).

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) Facility Milestone: Supplier shall obtain all site control documentation for the Facility.

Completion Date: Twenty-four (24) months prior to COD (i.e., on or before the PUCN Approval Date).

Documentation: Supplier shall provide Buyer with an officer's certificate from an authorized representative of Supplier certifying that Supplier has obtained the 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, and enclosing true, correct and complete copies of the same.

- H) Facility Milestone: Union Covered Work.

Completion Date: Twelve (12) months prior to COD (i.e., on or before the PUCN Approval Date).

Documentation: Supplier shall provide Buyer with an Officer's certificate from an authorized representative of Supplier certifying that the provisions in Section 25.14 have been met.

- I) Facility Milestone: Supplier shall demonstrate to Buyer that it has complete financing for construction of the Facility.

Completion Date: Twelve (12) months prior to COD (i.e., on or before the PUCN Approval Date).

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.

Facility Milestone: Appraisal well drilling and report.

Completion Date: Twelve (12) months prior to COD.

- J) Documentation: Supplier shall provide Buyer a copy of drilling report and post-drilling testing report. The drilling report will include a well diagram, the depth of the well, perforation depth, and the number of perforations. The testing report will include flow rates, temperature (downhole and wellhead), pressure (downhole and wellhead), and spinner log interpretations measured during the flow test. Along with testing conditions, the final report shall include transient pressure analysis, production, and injection indices.

- K) Facility Milestone: Notice to Proceed has been issued to the Construction Contractor under the Construction Contract and construction of the Facility has commenced.

Completion Date: Eighteen (18) months prior to COD.

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 Facility Site regarding the construction of the Facility and (ii) an ALTA Survey for the Facility Site .

- L) Facility Milestone: The Facility achieves the Commercial Operation Date.

Completion Date: on COD.

Documentation: Supplier shall provide Buyer with the certifications required by Section 8.3.2.

EXHIBIT 6.2

FACILITY MILESTONE SCHEDULE FOR WHIRLWIND FACILITY

1. All time periods are in months after the PUCN Approval Date (designated as “AA” below). Any other timing is as otherwise described in specific items below. Buyer will update this Exhibit 6 with actual dates after the PUCN Approval is received.
2. All milestones may be completed earlier than stated times, at the sole option of Supplier.

- A) Facility Milestone: Supplier shall obtain all Required Facility Documents to construct the Facility.

Completion Date: Twelve (12) months prior to COD.

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 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 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.

- B) Facility Milestone: Supplier’s major equipment shall be delivered to the Facility Site

Completion Date: Two (2) months prior to COD.

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 turbines) has been delivered to the Facility Site, and enclosing reasonable documentation of the same.

- C) Facility Milestone: Supplier shall obtain all Required Facility Documents to operate the Facility.

Completion Date: prior to COD.

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.

- D) Facility Milestone: Long-term production and injection well testing.

Completion Date: Twelve (12) months prior to COD.

Documentation: Supplier shall provide Buyer with a comprehensive report for the long-term testing, which shall include information related to temperature, pressure, and flow rates taken at the wellhead and downhole taken for the test. The report shall include the production and injection indices.

- E) Facility Milestone: The Facility achieves the Operation Date.

Completion Date: on COD.

Documentation: Buyer's Meters shall record Energy being delivered from the Generating 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 FACILITY MILESTONES

- F) Facility Milestone: Supplier shall execute all Construction Contracts and Major Equipment Contracts for the Facility.

Completion Date: Twelve (12) months prior to COD (i.e., on or before the PUCN Approval Date).

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) Facility Milestone: Supplier shall obtain all site control documentation for the Facility.

Completion Date: Twenty-four (24) months prior to COD (i.e., on or before the PUCN Approval Date).

Documentation: Supplier shall provide Buyer with an officer's certificate from an authorized representative of Supplier certifying that Supplier has obtained the 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, and enclosing true, correct and complete copies of the same.

H) Facility Milestone: Union Covered Work.

Completion Date: Twelve (12) months prior to COD (i.e., on or before the PUCN Approval Date).

Documentation: Supplier shall provide Buyer with an Officer's certificate from an authorized representative of Supplier certifying that the provisions in Section 24.14 have been met.

I) Facility Milestone: Supplier shall demonstrate to Buyer that it has complete financing for construction of the Facility.

Completion Date: Twelve (12) months prior to COD (i.e., on or before the PUCN Approval Date).

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.

Facility Milestone: Appraisal well drilling and report.

Completion Date: Twelve (12) months prior to COD.

J) Documentation: Supplier shall provide Buyer a copy of drilling report and post-drilling testing report. The drilling report will include a well diagram, the depth of the well, perforation depth, and the number of perforations. The testing report will include flow rates, temperature (downhole and wellhead), pressure (downhole and wellhead), and spinner log interpretations measured during the flow test. Along with testing conditions, the final report shall include transient pressure analysis, production, and injection indices.

K) Facility Milestone: Notice to Proceed has been issued to the Construction Contractor under the Construction Contract and construction of the Facility has commenced.

Completion Date: Eighteen (18) months prior to COD.

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 Facility Site regarding the construction of the Facility and (ii) an ALTA Survey for the Facility Site.

L) Facility Milestone: The Facility achieves the Commercial Operation Date.

Completion Date: on COD.

Documentation: Supplier shall provide Buyer with the certifications required by Section 8.3.2.

EXHIBIT 6.3

FACILITY MILESTONE SCHEDULE FOR DIXIE VALLEY WEST FACILITY

1. All time periods are in months after the PUCN Approval Date (designated as “AA” below). Any other timing is as otherwise described in specific items below. Buyer will update this Exhibit 6 with actual dates after the PUCN Approval is received.
2. All milestones may be completed earlier than stated times, at the sole option of Supplier.

- A) Facility Milestone: Supplier shall obtain all Required Facility Documents to construct the Facility.

Completion Date: Twelve (12) months prior to COD.

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 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 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.

- B) Facility Milestone: Supplier’s major equipment shall be delivered to the Facility Site

Completion Date: Two (2) months prior to COD.

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 turbines) has been delivered to the Facility Site, and enclosing reasonable documentation of the same.

- C) Facility Milestone: Supplier shall obtain all Required Facility Documents to operate the Facility.

Completion Date: prior to COD.

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.

- D) Facility Milestone: Long-term production and injection well testing.

Completion Date: Twelve (12) months prior to COD.

Documentation: Supplier shall provide Buyer with a comprehensive report for the long-term testing, which shall include information related to temperature, pressure, and flow rates taken at the wellhead and downhole taken for the test. The report shall include the production and injection indices.

- E) Facility Milestone: The Facility achieves the Operation Date.

Completion Date: on COD.

Documentation: Buyer's Meters shall record Energy being delivered from the Generating 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 FACILITY MILESTONES

- F) Facility Milestone: Supplier shall execute all Construction Contracts and Major Equipment Contracts for the Facility.

Completion Date: Twelve (12) months prior to COD (i.e., on or before the PUCN Approval Date).

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) Facility Milestone: Supplier shall obtain all site control documentation for the Facility.

Completion Date: Twenty-four (24) months prior to COD (i.e., on or before the PUCN Approval Date).

Documentation: Supplier shall provide Buyer with an officer's certificate from an authorized representative of Supplier certifying that Supplier has obtained the 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, and enclosing true, correct and complete copies of the same.

- H) Facility Milestone: Union Covered Work.

Completion Date: Twelve (12) months prior to COD (i.e., on or before the PUCN Approval Date).

Documentation: Supplier shall provide Buyer with an Officer's certificate from an authorized representative of Supplier certifying that the provisions in Section 25.14 have been met.

- I) Facility Milestone: Supplier shall demonstrate to Buyer that it has complete financing for construction of the Facility.

Completion Date: Twelve (12) months prior to COD (i.e., on or before the PUCN Approval Date).

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.

Facility Milestone: Appraisal well drilling and report.

Completion Date: Twelve (12) months prior to COD.

- J) Documentation: Supplier shall provide Buyer a copy of drilling report and post-drilling testing report. The drilling report will include a well diagram, the depth of the well, perforation depth, and the number of perforations. The testing report will include flow rates, temperature (downhole and wellhead), pressure (downhole and wellhead), and spinner log interpretations measured during the flow test. Along with testing conditions, the final report shall include transient pressure analysis, production, and injection indices.

- K) Facility Milestone: Notice to Proceed has been issued to the Construction Contractor under the Construction Contract and construction of the Facility has commenced.

Completion Date: Eighteen (18) months prior to COD.

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 Facility Site regarding the construction of the Facility and (ii) an ALTA Survey for the Facility Site .

- L) Facility Milestone: The Facility achieves the Commercial Operation Date.

Completion Date: on COD.

Documentation: Supplier shall provide Buyer with the certifications required by Section 8.3.2.

EXHIBIT 6.4

FACILITY MILESTONE SCHEDULE FOR McGEE FACILITY

1. All time periods are in months after the PUCN Approval Date (designated as “AA” below). Any other timing is as otherwise described in specific items below. Buyer will update this Exhibit 6 with actual dates after the PUCN Approval is received.
2. All milestones may be completed earlier than stated times, at the sole option of Supplier.

- A) Facility Milestone: Supplier shall obtain all Required Facility Documents to construct the Facility.

Completion Date: Twelve (12) months prior to COD.

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 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 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.

- B) Facility Milestone: Supplier’s major equipment shall be delivered to the Facility Site

Completion Date: Two (2) months prior to COD.

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 turbines) has been delivered to the Facility Site, and enclosing reasonable documentation of the same.

- C) Facility Milestone: Supplier shall obtain all Required Facility Documents to operate the Facility.

Completion Date: prior to COD.

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.

- D) Facility Milestone: Long-term production and injection well testing.

Completion Date: Twelve (12) months prior to COD.

Documentation: Supplier shall provide Buyer with a comprehensive report for the long-term testing, which shall include information related to temperature, pressure, and flow rates taken at the wellhead and downhole taken for the test. The report shall include the production and injection indices.

- E) Facility Milestone: The Facility achieves the Operation Date.

Completion Date: on COD.

Documentation: Buyer's Meters shall record Energy being delivered from the Generating 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 FACILITY MILESTONES

- F) Facility Milestone: Supplier shall execute all Construction Contracts and Major Equipment Contracts for the Facility.

Completion Date: Twelve (12) months prior to COD (i.e., on or before the PUCN Approval Date).

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) Facility Milestone: Supplier shall obtain all site control documentation for the Facility.

Completion Date: Twenty-four (24) months prior to COD (i.e., on or before the PUCN Approval Date).

Documentation: Supplier shall provide Buyer with an officer's certificate from an authorized representative of Supplier certifying that Supplier has obtained the 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, and enclosing true, correct and complete copies of the same.

- H) Facility Milestone: Union Covered Work.

Completion Date: Twelve (12) months prior to COD (i.e., on or before the PUCN Approval Date).

Documentation: Supplier shall provide Buyer with an Officer's certificate from an authorized representative of Supplier certifying that the provisions in Section 25.14 have been met.

- I) Facility Milestone: Supplier shall demonstrate to Buyer that it has complete financing for construction of the Facility.

Completion Date: Twelve (12) months prior to COD (i.e., on or before the PUCN Approval Date).

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.

Facility Milestone: Appraisal well drilling and report.

Completion Date: Twelve (12) months prior to COD.

- J) Documentation: Supplier shall provide Buyer a copy of drilling report and post-drilling testing report. The drilling report will include a well diagram, the depth of the well, perforation depth, and the number of perforations. The testing report will include flow rates, temperature (downhole and wellhead), pressure (downhole and wellhead), and spinner log interpretations measured during the flow test. Along with testing conditions, the final report shall include transient pressure analysis, production, and injection indices.

- K) Facility Milestone: Notice to Proceed has been issued to the Construction Contractor under the Construction Contract and construction of the Facility has commenced.

Completion Date: Eighteen (18) months prior to COD.

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 Facility Site regarding the construction of the Facility and (ii) an ALTA Survey for the Facility Site .

- L) Facility Milestone: The Facility achieves the Commercial Operation Date.

Completion Date: on COD.

Documentation: Supplier shall provide Buyer with the certifications required by Section 8.3.2.

EXHIBIT 6.5

FACILITY MILESTONE SCHEDULE FOR EXCELSIOR FACILITY

1. All time periods are in months after the PUCN Approval Date (designated as “AA” below). Any other timing is as otherwise described in specific items below. Buyer will update this Exhibit 6 with actual dates after the PUCN Approval is received.
2. All milestones may be completed earlier than stated times, at the sole option of Supplier.

- A) Facility Milestone: Supplier shall obtain all Required Facility Documents to construct the Facility.

Completion Date: Twelve (12) months prior to COD.

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 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 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.

- B) Facility Milestone: Supplier’s major equipment shall be delivered to the Facility Site

Completion Date: Two (2) months prior to COD.

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 turbines) has been delivered to the Facility Site, and enclosing reasonable documentation of the same.

- C) Facility Milestone: Supplier shall obtain all Required Facility Documents to operate the Facility.

Completion Date: prior to COD.

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.

- D) Facility Milestone: Long-term production and injection well testing.

Completion Date: Twelve (12) months prior to COD.

Documentation: Supplier shall provide Buyer with a comprehensive report for the long-term testing, which shall include information related to temperature, pressure,

and flow rates taken at the wellhead and downhole taken for the test. The report shall include the production and injection indices.

- E) Facility Milestone: The Facility achieves the Operation Date.

Completion Date: on COD.

Documentation: Buyer's Meters shall record Energy being delivered from the Generating 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 FACILITY MILESTONES

- F) Facility Milestone: Supplier shall execute all Construction Contracts and Major Equipment Contracts for the Facility.

Completion Date: Twelve (12) months prior to COD (i.e., on or before the PUCN Approval Date).

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) Facility Milestone: Supplier shall obtain all site control documentation for the Facility.

Completion Date: Twenty-four (24) months prior to COD (i.e., on or before the PUCN Approval Date).

Documentation: Supplier shall provide Buyer with an officer's certificate from an authorized representative of Supplier certifying that Supplier has obtained the 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, and enclosing true, correct and complete copies of the same.

- H) Facility Milestone: Union Covered Work.

Completion Date: Twelve (12) months prior to COD (i.e., on or before the PUCN Approval Date).

Documentation: Supplier shall provide Buyer with an Officer's certificate from an authorized representative of Supplier certifying that the provisions in Section 25.14 have been met.

- I) Facility Milestone: Supplier shall demonstrate to Buyer that it has complete financing for construction of the Facility.

Completion Date: Twelve (12) months prior to COD (i.e., on or before the PUCN Approval Date).

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.

Facility Milestone: Appraisal well drilling and report.

Completion Date: Twelve (12) months prior to COD.

- J) Documentation: Supplier shall provide Buyer a copy of drilling report and post-drilling testing report. The drilling report will include a well diagram, the depth of the well, perforation depth, and the number of perforations. The testing report will include flow rates, temperature (downhole and wellhead), pressure (downhole and wellhead), and spinner log interpretations measured during the flow test. Along with testing conditions, the final report shall include transient pressure analysis, production, and injection indices.

- K) Facility Milestone: Notice to Proceed has been issued to the Construction Contractor under the Construction Contract and construction of the Facility has commenced.

Completion Date: Eighteen (18) months prior to COD.

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 Facility Site regarding the construction of the Facility and (ii) an ALTA Survey for the Facility Site .

- L) Facility Milestone: The Facility achieves the Commercial Operation Date.

Completion Date: on COD.

Documentation: Supplier shall provide Buyer with the certifications required by Section 8.3.2.

EXHIBIT 6.6

FACILITY MILESTONE SCHEDULE FOR MASON FACILITY

1. All time periods are in months after the PUCN Approval Date (designated as “AA” below). Any other timing is as otherwise described in specific items below. Buyer will update this Exhibit 6 with actual dates after the PUCN Approval is received.
2. All milestones may be completed earlier than stated times, at the sole option of Supplier.

- A) Facility Milestone: Supplier shall obtain all Required Facility Documents to construct the Facility.

Completion Date: Twelve (12) months prior to COD.

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 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 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.

- B) Facility Milestone: Supplier’s major equipment shall be delivered to the Facility Site

Completion Date: Two (2) months prior to COD.

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 turbines) has been delivered to the Facility Site, and enclosing reasonable documentation of the same.

- C) Facility Milestone: Supplier shall obtain all Required Facility Documents to operate the Facility.

Completion Date: prior to COD.

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.

- D) Facility Milestone: Long-term production and injection well testing.

Completion Date: Twelve (12) months prior to COD.

Documentation: Supplier shall provide Buyer with a comprehensive report for the long-term testing, which shall include information related to temperature, pressure, and flow rates taken at the wellhead and downhole taken for the test. The report shall include the production and injection indices.

- E) Facility Milestone: The Facility achieves the Operation Date.

Completion Date: on COD.

Documentation: Buyer's Meters shall record Energy being delivered from the Generating 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 FACILITY MILESTONES

- F) Facility Milestone: Supplier shall execute all Construction Contracts and Major Equipment Contracts for the Facility.

Completion Date: Twelve (12) months prior to COD (i.e., on or before the PUCN Approval Date).

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) Facility Milestone: Supplier shall obtain all site control documentation for the Facility.

Completion Date: Twenty-four (24) months prior to COD (i.e., on or before the PUCN Approval Date).

Documentation: Supplier shall provide Buyer with an officer's certificate from an authorized representative of Supplier certifying that Supplier has obtained the 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, and enclosing true, correct and complete copies of the same.

- H) Facility Milestone: Union Covered Work.

Completion Date: Twelve (12) months prior to COD (i.e., on or before the PUCN Approval Date).

Documentation: Supplier shall provide Buyer with an Officer's certificate from an authorized representative of Supplier certifying that the provisions in Section 25.14 have been met.

- I) Facility Milestone: Supplier shall demonstrate to Buyer that it has complete financing for construction of the Facility.

Completion Date: Twelve (12) months prior to COD (i.e., on or before the PUCN Approval Date).

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.

Facility Milestone: Appraisal well drilling and report.

Completion Date: Twelve (12) months prior to COD.

- J) Documentation: Supplier shall provide Buyer a copy of drilling report and post-drilling testing report. The drilling report will include a well diagram, the depth of the well, perforation depth, and the number of perforations. The testing report will include flow rates, temperature (downhole and wellhead), pressure (downhole and wellhead), and spinner log interpretations measured during the flow test. Along with testing conditions, the final report shall include transient pressure analysis, production, and injection indices.

- K) Facility Milestone: Notice to Proceed has been issued to the Construction Contractor under the Construction Contract and construction of the Facility has commenced.

Completion Date: Eighteen (18) months prior to COD.

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 Facility Site regarding the construction of the Facility and (ii) an ALTA Survey for the Facility Site .

- L) Facility Milestone: The Facility achieves the Commercial Operation Date.

Completion Date: on COD.

Documentation: Supplier shall provide Buyer with the certifications required by Section 8.3.2.

EXHIBIT 7

**PERFORMANCE TESTS
(ALL FACILITIES)**

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.

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
(ALL FACILITIES)**

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 for each Facility. 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 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	

Pass/Fail Criteria		
Generating Facility measured response level shall be within the greater of $\pm 1\%$ of the expected response level.		
Passed	Failed	Date:
Test Performed by:		
Test Witnessed by:		

Notes/Test Conditions:

2 LAGGING REACTIVE POWER CAPABILITY TESTING

2.1 Supplier shall demonstrate the maximum lagging reactive power capability of the Generating 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
		50% (Generating Facility)		-0.90	
		50% (Generating Facility)		-0.95	
		100% (Generating Facility)		-0.90	
		100% (Generating Facility)		-0.95	

Pass/Fail Criteria		
Generating Facility measured response level shall be within the greater of $\pm 5\%$ of the expected response level.		
Passed	Failed	Date:
Test Performed by:		
Test Witnessed by:		

Notes/Test Conditions:

3 LEADING REACTIVE POWER CAPABILITY TESTING

3.1 Supplier shall demonstrate the maximum leading reactive power capability of the Generating 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
		50% (Generating Facility)		+0.90	
		50% (Generating Facility)		+0.95	
		100% (Generating Facility)		+0.90	
		100% (Generating Facility)		+0.95	

Pass/Fail Criteria		
Generating Facility measured response level shall be within the greater of $\pm 5\%$ of the expected response level.		
Passed	Failed	Date:
Test Performed by:		
Test Witnessed by:		

Notes/Test Conditions:

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.

**** 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 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
(ALL FACILITIES)**

Unit Name	Date	Measure	HE 01	HE 02	HE 03	HE 04	HE 05	HE 06	HE 07	HE 08	HE 09	HE 10	HE 11	HE 12	HE 13	HE 14	HE 15	HE 16	HE 17	HE 18	HE 19	HE 20	HE 21	HE 22	HE 23	HE 24
	Day 1	BaseMW																								
	Dau 2	BaseMW																								
	Day 3	BaseMW																								
	Day 1	Max Capability																								
	Dau 2	Max Capability																								
	Day 3	Max Capability																								
	Day 1	Min Capability																								
	Dau 2	Min Capability																								
	Day 3	Min Capability																								
	Day 1	Min Capability																								
	Dau 2	Min Capability																								
	Day 3	Min Capability																								

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.

Date For Notice: _____

Supplier: _____

Name of Suppliers Representative: _____

Buyer: Sierra Pacific 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	
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.

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

Supplier’s Required Regulatory Approvals for Facilities:

EXHIBIT 10.1	SUPPLIER’S REQUIRED REGULATORY APPROVALS FOR BALTAZOR FACILITY	10.1-1
EXHIBIT 10.2	SUPPLIER’S REQUIRED REGULATORY APPROVALS FOR WHIRLWIND FACILITY	10.2-1
EXHIBIT 10.3	SUPPLIER’S REQUIRED REGULATORY APPROVALS FOR DIXIE VALLEY WEST FACILITY.....	10.3-1
EXHIBIT 10.4	SUPPLIER’S REQUIRED REGULATORY APPROVALS FOR McGEE FACILITY	10.4-1
EXHIBIT 10.5	SUPPLIER’S REQUIRED REGULATORY APPROVALS FOR EXCELSIOR FACILITY	10.5-1
EXHIBIT 10.6	SUPPLIER’S REQUIRED REGULATORY APPROVALS FOR MASON FACILITY.....	10.6-1

EXHIBIT 10.1

SUPPLIER'S REQUIRED REGULATORY APPROVALS FOR BALTAZOR FACILITY

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 10.2

**SUPPLIER'S REQUIRED REGULATORY APPROVALS FOR WHIRLWIND
FACILITY**

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 10.3

SUPPLIER'S REQUIRED REGULATORY APPROVALS FOR DIXIE VALLEY WEST FACILITY

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 10.4

SUPPLIER'S REQUIRED REGULATORY APPROVALS FOR McGEE FACILITY

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 10.5

SUPPLIER'S REQUIRED REGULATORY APPROVALS FOR EXCELSIOR FACILITY

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 10.6

SUPPLIER'S REQUIRED REGULATORY APPROVALS FOR MASON FACILITY

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

Facility technical specifications:

EXHIBIT 11.1	TECHNICAL SPECIFICATIONS FOR BALTAZOR FACILITY	11.1-1
EXHIBIT 11.2	TECHNICAL SPECIFICATIONS FOR WHIRLWIND FACILITY	11.2-1
EXHIBIT 11.3	TECHNICAL SPECIFICATIONS FOR DIXIE VALLEY WEST FACILITY	11.3-1
EXHIBIT 11.4	TECHNICAL SPECIFICATIONS FOR McGEE FACILITY	11.4-1
EXHIBIT 11.5	TECHNICAL SPECIFICATIONS FOR EXCELSIOR FACILITY	11.5-1
EXHIBIT 11.6	TECHNICAL SPECIFICATIONS FOR MASON FACILITY	11.6-1

[In accordance with Section 8.1, Supplier shall provide, not later than Supplier's completion of the Facility 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 11.1

TECHNICAL SPECIFICATIONS FOR BALTAZOR FACILITY

Primary Equipment located at Baltazor Facility to include:

1. To be provided at a later date.

EXHIBIT 11.2

TECHNICAL SPECIFICATIONS FOR WHIRLWIND FACILITY

Primary Equipment located at Whirlwind Facility to include:

1. To be provided at a later date.

EXHIBIT 11.3

TECHNICAL SPECIFICATIONS FOR DIXIE VALLEY WEST FACILITY

Primary Equipment located at Dixie Valley West Facility to include:

1. To be provided at a later date.

EXHIBIT 11.4

TECHNICAL SPECIFICATIONS FOR McGEE FACILITY

Primary Equipment located at McGee Facility to include:

1. To be provided at a later date.

EXHIBIT 11.5

TECHNICAL SPECIFICATIONS FOR EXCELSIOR FACILITY

Primary Equipment located at Excelsior Facility to include:

1. To be provided at a later date.

EXHIBIT 11.6

TECHNICAL SPECIFICATIONS FOR MASON FACILITY

Primary Equipment located at Mason Facility to include:

1. To be provided at a later date.

EXHIBIT 12

REQUIRED FACILITY DOCUMENTS

Required Facility Documents for the Facilities:

EXHIBIT 12.1 REQUIRED FACILITY DOCUMENTS FOR BALTAZOR FACILITY 12.1-1
EXHIBIT 12.2 REQUIRED FACILITY DOCUMENTS FOR WHIRLWIND FACILITY 12.2-1
EXHIBIT 12.3 REQUIRED FACILITY DOCUMENTS FOR DIXIE VALLEY WEST FACILITY 12.3-1
EXHIBIT 12.4 REQUIRED FACILITY DOCUMENTS FOR MCGEE FACILITY 12.4-1
EXHIBIT 12.5 REQUIRED FACILITY DOCUMENTS FOR EXCELSIOR FACILITY 12.5-1
EXHIBIT 12.6 REQUIRED FACILITY DOCUMENTS FOR MASON FACILITY 12.6-1

EXHIBIT 12.1

REQUIRED FACILITY DOCUMENTS FOR BALTAZOR FACILITY

1. Supplier to provide *prior to* Commercial Operation Date:
 - a. Western Renewable Energy Generation Information System (WREGIS), registrations, if applicable.
 - b. U.S. Energy Information Administration, filing of Forms 860.
 - c. Federal Energy Regulatory Commission, certification of exempt wholesale generator (EWG) status or qualifying facility (QF) status, if required.
 - d. Conditionally Exempt Small Quantity Generator or Small Quantity Generator identification number, if required.
 - e. Federal Energy Regulatory Commission market based rate authorization, if required.
 - f. This Agreement
 - g. Each Construction Contract.
 - h. Each Major Equipment Contracts.
 - i. Operating and maintenance agreement.
 - j. IA.
 - k. Permission to Operate.
 - l. PUCN Approval of this Agreement.
 - m. 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.
 - n. Other Shared Facilities Agreement, if applicable.

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. Other Shared Facilities Agreement, if applicable.

EXHIBIT 12.2

REQUIRED FACILITY DOCUMENTS FOR WHIRLWIND FACILITY

1. Supplier to provide *prior to* Commercial Operation Date:
 - a. Western Renewable Energy Generation Information System (WREGIS), registrations, if applicable.
 - b. U.S. Energy Information Administration, filing of Forms 860.
 - c. Federal Energy Regulatory Commission, certification of exempt wholesale generator (EWG) status or qualifying facility (QF) status, if required.
 - d. Conditionally Exempt Small Quantity Generator or Small Quantity Generator identification number, if required.
 - e. Federal Energy Regulatory Commission market based rate authorization, if required.
 - f. This Agreement
 - g. Each Construction Contract.
 - h. Each Major Equipment Contracts.
 - i. Operating and maintenance agreement.
 - j. IA.
 - k. Permission to Operate.
 - l. PUCN Approval of this Agreement.
 - m. 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.
 - n. Other Shared Facilities Agreement, if applicable.

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. Other Shared Facilities Agreement, if applicable.

EXHIBIT 12.3

**REQUIRED FACILITY DOCUMENTS FOR DIXIE VALLEY WEST WHIRLWIND
FACILITY**

1. Supplier to provide *prior to* Commercial Operation Date:
 - a. Western Renewable Energy Generation Information System (WREGIS), registrations, if applicable.
 - b. U.S. Energy Information Administration, filing of Forms 860.
 - c. Federal Energy Regulatory Commission, certification of exempt wholesale generator (EWG) status or qualifying facility (QF) status, if required.
 - d. Conditionally Exempt Small Quantity Generator or Small Quantity Generator identification number, if required.
 - e. Federal Energy Regulatory Commission market based rate authorization, if required.
 - f. This Agreement
 - g. Each Construction Contract.
 - h. Each Major Equipment Contracts.
 - i. Operating and maintenance agreement.
 - j. IA.
 - k. Permission to Operate.
 - l. PUCN Approval of this Agreement.
 - m. 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.
 - n. Other Shared Facilities Agreement, if applicable.

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. Other Shared Facilities Agreement, if applicable.

EXHIBIT 12.4

REQUIRED FACILITY DOCUMENTS FOR MCGEE WHIRLWIND FACILITY

1. Supplier to provide *prior to* Commercial Operation Date:
 - a. Western Renewable Energy Generation Information System (WREGIS), registrations, if applicable.
 - b. U.S. Energy Information Administration, filing of Forms 860.
 - c. Federal Energy Regulatory Commission, certification of exempt wholesale generator (EWG) status or qualifying facility (QF) status, if required.
 - d. Conditionally Exempt Small Quantity Generator or Small Quantity Generator identification number, if required.
 - e. Federal Energy Regulatory Commission market based rate authorization, if required.
 - f. This Agreement
 - g. Each Construction Contract.
 - h. Each Major Equipment Contracts.
 - i. Operating and maintenance agreement.
 - j. IA.
 - k. Permission to Operate.
 - l. PUCN Approval of this Agreement.
 - m. 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.
 - n. Other Shared Facilities Agreement, if applicable.

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. Other Shared Facilities Agreement, if applicable.

EXHIBIT 12.5

REQUIRED FACILITY DOCUMENTS FOR EXCELSIOR WHIRLWIND FACILITY

1. Supplier to provide *prior to* Commercial Operation Date:
 - a. Western Renewable Energy Generation Information System (WREGIS), registrations, if applicable.
 - b. U.S. Energy Information Administration, filing of Forms 860.
 - c. Federal Energy Regulatory Commission, certification of exempt wholesale generator (EWG) status or qualifying facility (QF) status, if required.
 - d. Conditionally Exempt Small Quantity Generator or Small Quantity Generator identification number, if required.
 - e. Federal Energy Regulatory Commission market based rate authorization, if required.
 - f. This Agreement
 - g. Each Construction Contract.
 - h. Each Major Equipment Contracts.
 - i. Operating and maintenance agreement.
 - j. IA.
 - k. Permission to Operate.
 - l. PUCN Approval of this Agreement.
 - m. 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.
 - n. Other Shared Facilities Agreement, if applicable.

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. Other Shared Facilities Agreement, if applicable.

EXHIBIT 12.6

REQUIRED FACILITY DOCUMENTS FOR MASON WHIRLWIND FACILITY

1. Supplier to provide *prior to* Commercial Operation Date:
 - a. Western Renewable Energy Generation Information System (WREGIS), registrations, if applicable.
 - b. U.S. Energy Information Administration, filing of Forms 860.
 - c. Federal Energy Regulatory Commission, certification of exempt wholesale generator (EWG) status or qualifying facility (QF) status, if required.
 - d. Conditionally Exempt Small Quantity Generator or Small Quantity Generator identification number, if required.
 - e. Federal Energy Regulatory Commission market based rate authorization, if required.
 - f. This Agreement
 - g. Each Construction Contract.
 - h. Each Major Equipment Contracts.
 - i. Operating and maintenance agreement.
 - j. IA.
 - k. Permission to Operate.
 - l. PUCN Approval of this Agreement.
 - m. 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.
 - n. Other Shared Facilities Agreement, if applicable.

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. Other Shared Facilities Agreement, if applicable.

SUPPLY AMOUNT

As a condition to achievement of the First COD, Supplier shall provide to Buyer the Supply Amount(s) of Energy for each Delivery Hour that will be delivered by Supplier to Buyer, as specified by each value in the form of table below, which table will be subject to Buyer’s written approval, such approval not to be unreasonably withheld, conditioned or delayed. If Buyer reasonably disapproves of the table provided by Supplier, then Supplier shall provide a certificate by a Licensed Professional Engineer either confirming Supplier’s table or setting forth such Licensed Professional Engineer’s suggested changes. Such Supply Amount, upon Buyer’s written approval or, if not approved by Buyer, as confirmed or modified by the Licensed Professional Engineer, shall be the Supply Amount for purposes of this Agreement. Supplier shall, as a condition to achieving Commercial Operation for each subsequent Facility, provide an updated table in the form of table below accounting for such subsequent Facility showing the updated Supply Amount(s) of Energy for each Delivery Hour that will be delivered by Supplier to Buyer, which updated table shall be subject to Buyer’s written approval, such written approval not to be unreasonably withheld, conditioned or delayed. If Buyer reasonably disapproves of the updated table provided by Supplier, then Supplier shall provide a certificate by a Licensed Professional Engineer either confirming Supplier’s updated table or setting forth such Licensed Professional Engineer’s suggested changes. Upon Buyer’s written approval of any such updated table or, if not approved by Buyer, as confirmed or modified by the Licensed Professional Engineer, such Supply Amount shall be the Supply Amount for purposes of this Agreement.

Hour Ending		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
0100	Off-Peak	58.5	58.1	55.5	50.9	49.3	42.5	37.6	37.6	45.6	54.3	56.6	57.9
0200		59.5	59.9	58.7	54.0	52.3	46.6	41.0	41.1	48.8	57.4	59.5	59.7
0300		59.5	60.2	58.9	54.8	52.7	47.6	42.3	42.4	49.2	57.5	59.7	59.8
0400		59.6	60.3	59.2	55.4	53.0	48.2	43.6	43.6	49.9	58.0	59.8	59.9
0500		59.9	60.5	59.4	56.0	53.5	48.9	44.7	44.5	50.7	58.5	59.9	60.0
0600		60.0	60.6	59.5	56.5	54.0	49.7	45.6	45.5	51.4	59.0	60.0	60.1
0700	On Peak	60.0	60.7	59.5	56.9	54.1	50.1	46.0	46.0	52.1	59.3	60.1	60.2
0800		60.1	60.8	58.8	56.1	53.0	47.9	44.1	45.1	52.2	59.5	59.7	60.0
0900		59.9	60.5	57.1	53.8	51.2	45.2	40.8	41.9	50.3	59.0	58.1	59.2
1000		58.9	59.1	55.1	51.6	49.6	42.9	38.1	38.7	47.2	57.1	55.6	57.8
1100		57.3	56.9	53.8	50.0	48.1	41.3	36.3	36.3	44.5	54.2	53.4	56.1
1200		55.8	54.7	52.7	48.8	47.2	39.8	34.9	34.5	42.7	51.9	51.9	54.8
1300		54.7	53.4	51.9	47.9	46.8	38.5	33.6	33.0	41.5	50.3	51.1	53.9
1400		54.0	52.4	51.3	47.0	46.3	37.4	32.6	31.7	40.7	49.0	50.5	53.5
1500		53.7	51.9	51.0	46.3	45.8	36.6	31.7	30.7	40.1	48.1	50.2	53.3
1600		53.7	51.6	51.0	45.8	45.4	36.0	30.7	30.1	39.8	47.4	50.5	53.4
1700		54.1	51.7	51.2	45.8	45.3	35.7	30.1	29.9	39.6	47.0	51.6	54.3
1800		55.1	52.4	52.2	46.0	45.5	35.9	30.0	29.9	39.6	47.4	53.7	55.7
1900		56.4	53.8	53.4	46.6	46.1	36.4	30.8	30.5	40.2	48.6	55.6	57.0
2000		57.3	55.7	54.6	48.8	47.4	37.3	32.6	32.1	41.7	50.5	56.9	57.8
2100		58.1	57.4	55.7	49.3	48.3	39.1	34.8	34.6	43.4	52.7	57.6	58.3
2200		58.7	58.4	56.5	50.7	49.6	41.3	36.7	36.8	45.0	54.3	58.2	57.8
2300	Off - Peak	59.1	59.0	57.1	51.7	50.5	43.1	37.9	38.2	46.1	55.4	58.6	59.0

2400		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 Amount (MWh)		1383.1	1369.4	1331.8	1223.2	1185.9	1012.5	895.5	894	1089.5	1292.5	1347.8	1378.8
Daily On-Peak Supply Amount (MWh)		907.8	891.4	865.8	791.4	769.7	641.4	563.8	561.8	700.6	836.3	874.7	903.1
Monthly Supply Amount (MWh)		42876.1	38343.2	41285.8	36696	36762.9	30375	27760.5	27714	32685	40067.5	40434	42742.8
Annual Supply Amount (MWh)		437,623											
Maximum Amount (MW)		60.8											

DIAGRAM OF FACILITY

Diagrams of Facilities:

EXHIBIT 14.1	DIAGRAM OF BALTAZOR FACILITY	14.1-1
EXHIBIT 14.2	DIAGRAM OF WHIRLWIND FACILITY	14.2-1
EXHIBIT 14.3	DIAGRAM OF DIXIE VALLEY WEST FACILITY	14.3-1
EXHIBIT 14.4	DIAGRAM OF McGEE FACILITY	14.4-1
EXHIBIT 14.5	DIAGRAM OF EXCELSIOR FACILITY	14.5-1
EXHIBIT 14.6	DIAGRAM OF MASON FACILITY	14.6-1

DIAGRAM OF BALTAZOR FACILITY

In accordance with Section 8.1, Supplier shall provide: (a) not later than Supplier's completion of the Facility 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.

DIAGRAM OF WHIRLWIND FACILITY

In accordance with Section 8.1, Supplier shall provide: (a) not later than Supplier's completion of the Facility 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.

DIAGRAM OF DIXIE VALLEY WEST FACILITY

In accordance with Section 8.1, Supplier shall provide: (a) not later than Supplier's completion of the Facility 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.

DIAGRAM OF MCGEE FACILITY

In accordance with Section 8.1, Supplier shall provide: (a) not later than Supplier's completion of the Facility 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.

DIAGRAM OF EXCELSIOR FACILITY

In accordance with Section 8.1, Supplier shall provide: (a) not later than Supplier's completion of the Facility 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.

DIAGRAM OF MASON FACILITY

In accordance with Section 8.1, Supplier shall provide: (a) not later than Supplier's completion of the Facility 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

**OPERATION AND MAINTENANCE AGREEMENT; OPERATOR GOOD STANDING
CERTIFICATE**

Operation and maintenance agreement; operator good standing certificate for the Facilities:

EXHIBIT 15.1	BALTAZOR FACILITY OPERATION AND MAINTENANCE AGREEMENT; OPERATOR GOOD STANDING CERTIFICATE	15.1-1
EXHIBIT 15.2	WHIRLWIND FACILITY OPERATION AND MAINTENANCE AGREEMENT; OPERATOR GOOD STANDING CERTIFICATE	15.2-1
EXHIBIT 15.3	DIXIE VALLEY WEST FACILITY OPERATION AND MAINTENANCE AGREEMENT; OPERATOR GOOD STANDING CERTIFICATE.....	15.3-1
EXHIBIT 15.4	McGEE FACILITY OPERATION AND MAINTENANCE AGREEMENT; OPERATOR GOOD STANDING CERTIFICATE	15.4-1
EXHIBIT 15.5	EXCELSIOR FACILITY OPERATION AND MAINTENANCE AGREEMENT; OPERATOR GOOD STANDING CERTIFICATE	15.5-1
EXHIBIT 15.6	MASON FACILITY OPERATION AND MAINTENANCE AGREEMENT; OPERATOR GOOD STANDING CERTIFICATE	15.6-1

**BALTAZOR FACILITY OPERATION AND MAINTENANCE AGREEMENT;
OPERATOR GOOD STANDING CERTIFICATE**

In accordance with Section 8.9, Supplier shall provide Exhibit 15 no later than one hundred eighty (180) days prior to the Commercial Operation Date.

**WHIRLWIND FACILITY OPERATION AND MAINTENANCE AGREEMENT;
OPERATOR GOOD STANDING CERTIFICATE**

In accordance with Section 8.9, Supplier shall provide Exhibit 15 no later than one hundred eighty (180) days prior to the Commercial Operation Date.

**DIXIE VALLEY WEST FACILITY OPERATION AND MAINTENANCE
AGREEMENT;
OPERATOR GOOD STANDING CERTIFICATE**

In accordance with Section 8.9, Supplier shall provide Exhibit 15 no later than one hundred eighty (180) days prior to the Commercial Operation Date.

**McGEE FACILITY OPERATION AND MAINTENANCE AGREEMENT;
OPERATOR GOOD STANDING CERTIFICATE**

In accordance with Section 8.9, Supplier shall provide Exhibit 15 no later than one hundred eighty (180) days prior to the Commercial Operation Date.

**EXCELSIOR FACILITY OPERATION AND MAINTENANCE AGREEMENT;
OPERATOR GOOD STANDING CERTIFICATE**

In accordance with Section 8.9, Supplier shall provide Exhibit 15 no later than one hundred eighty (180) days prior to the Commercial Operation Date.

**MASON FACILITY OPERATION AND MAINTENANCE AGREEMENT;
OPERATOR GOOD STANDING CERTIFICATE**

In accordance with Section 8.9, Supplier shall provide Exhibit 15 no later than one hundred eighty (180) days prior to the Commercial Operation Date.

EXHIBIT 16

[RESERVED]

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 Sierra Pacific Power Company ("Beneficiary") for the aggregate amount not to exceed [] million United States Dollars (\$[]), in connection with the Long Term Renewable Power Purchase Agreement 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]

YEARLY PC AMOUNT

Yearly PC Amount	For each Contract Year, the Yearly PC Amount equals the Annual Supply Amount for such Contract Year
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FORM OF LENDERS CONSENT

This CONSENT AND AGREEMENT (this "Consent"), dated as of _____, 20__, is entered into by and among Sierra Pacific 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 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 Portfolio Power Purchase Agreement, 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.

Sierra Pacific Power Company

By: _____
Name: _____
Title: _____

_____,
a _____

By: _____
Name: _____
Title: _____

_____,
as Administrative Agent for the Lenders

[Borrower]

By: _____
Name: _____
Title: _____

[RESERVED]

EXHIBIT 21

[RESERVED]

EXHIBIT 22


REACTIVE CAPABILITY CURVES

To be provided by Supplier no later than twelve (12) months prior to Commercial Operation for each Facility.

EXHIBIT 23

EQUIPMENT SPECIFICATIONS

[Attached]

	EQUIPMENT SPECIFICATIONS	
	Subject: <p style="text-align: center;">Renewable Energy & Origination HV / MV Electrical Equipment</p>	
Number: <p style="text-align: center;">NVE-PPA04</p>	Current Issue: <p style="text-align: center;">REV 1</p>	Issue Date: <p style="text-align: center;">01/29/2025</p>
	Revised by: Director, Engineering & Project Management Shane Pritchard: _____	
	Approved by: VP, Renewable Energy & Origination Jimmy Daghljan: _____	

Revision No.	Date	Revision Notes	Reviewed By	Approved By
0	10/29/2024			
1	01/29/2025	See markup revisions below		



**EQUIPMENT SPECIFICATIONS
HV/MV ELECTRICAL EQUIPMENT**

(ALL FACILITIES)

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**EQUIPMENT SPECIFICATIONS
HV/MV ELECTRICAL EQUIPMENT**

(ALL FACILITIES)

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

(ALL FACILITIES)

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

(ALL FACILITIES)

- **Type:** Oil-immersed transformers.
- **Temperature Range:** -25°C to 50°C (for ambient temperature).
- **Efficiency:** $\geq 98\%$.
 - 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:** $\geq 98\%$.
 - 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

(ALL FACILITIES)

- **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:

Manufacturer must provide a minimum of 3 client references from completed utility-scale projects, specifically attesting to:

(ALL FACILITIES)

- 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:

(ALL FACILITIES)

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

(ALL FACILITIES)

- **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

**OPERATIONS COORDINATION PROTOCOL
(ALL FACILITIES)**

The initial Operations Coordination Protocol for the Generating Facility is defined and set forth in Exhibit 24. The final version shall be developed and submitted by Supplier no later than ninety (90) days prior to the Development Period Completion Date for Buyer's review and approval. The Parties shall review the Operations Coordination Protocol annually within sixty (60) days after the start of each Contract Year to optimize operational reporting and communication practices between the Parties.

Any proposed changes to the Operations Coordination Protocol shall be submitted to the Buyer for review. The Parties shall cooperate to integrate the systems and controls necessary to implement the updated Protocol and, subject to the terms of the Agreement, make any required adjustments to the Facility and their respective systems to support its implementation. If such integration or adjustments are not reasonably practicable or would conflict with the Agreement, the Parties shall meet and confer in good faith and use commercially reasonable efforts to amend the Agreement, including the Operations Coordination Protocol, to enable such integration.

I. Forecasting

- A. Supplier will provide the Buyer with an Availability Notice in accordance with Section 14.2 of the Agreement, and which incorporates information regarding Supplier's Generating Facility availability on an hourly basis using provided WECC schedule template.
- B. Planned Outages and forced outages notifications and scheduling shall be given 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 use commercially reasonable efforts to support Buyer's market bidding and dispatch strategy. This includes providing requested operational data, assisting with configuration efforts, and making necessary adjustments to the Facility to enable it to receive and implement dispatch instructions. All such instructions will be communicated manually by Buyer via email or phone, using the contact information provided in Exhibit 4.

II. [Reserved]

III. Modifications to Generation Facility Output

- A. On the day of operation, to the extent technically feasible, Buyer reserves the right to request adjustments to the output of the Generation Facility. Any such adjustments shall be made in a manner that is mutually agreeable to both Buyer and Supplier.
- B. Buyer may initiate intraday output adjustments through direct communication with Supplier using a mutually agreed-upon method, such as email or phone call. These communications may be initiated for reasons including, but not limited to, transmission

**OPERATIONS COORDINATION PROTOCOL
(ALL FACILITIES)**

system-related issues identified by the Balancing Authority or economic optimization by Buyer's Resource Optimization team. Requests made for economic reasons are subject to the Agreement's provisions governing economic curtailment.

- C. Upon receiving a request, the Supplier shall respond promptly and confirm whether the requested adjustment is technically feasible based on the current operating status of the Generation Facility. If the adjustment is not feasible, Buyer and Supplier shall work together to either:
1. Agree on a feasible alternative adjustment to the output schedule, or
 2. Maintain the original schedule as previously communicated by Buyer.

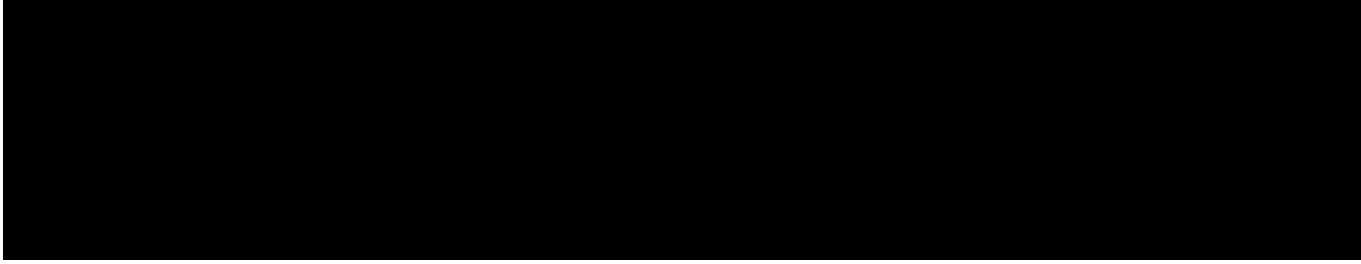
VII. Key Personnel Lists

Supplier shall provide the Buyer with a list of key personnel. The key personnel list shall include, but not limited to, positions such as Plant Manager, Operations Supervisor, Control Room Operators, Safety Officer, and Environmental Compliance Officer. 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.

VIII 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 are not 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.

APPROVED VENDORS LIST



[RESERVED]

CYBERSECURITY1.1. 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 knows or reasonably believes that an act or omission has adversely impacted the cybersecurity of the products or services provided to Buyer by Supplier or the physical, technical, administrative, or organizational safeguards protecting Supplier's systems or Buyer's systems holding Buyer Data; or (iii) Supplier receives any complaint, notice, or communication 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 products or services provided to Buyer 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 warrants that the hardware, software, and patches provided under this Agreement, will not contain malicious code or any unwanted or unexpected features. Supplier agrees to provide a method to verify the integrity and authenticity of all software and patches provided by Supplier.
- 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 (1) 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@brkenenergy.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 Buyer 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 Buyer 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.

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.

[RESERVED]

REN-15-NGP(b)
FILED UNDER CONFIDENTIAL SEAL

REN-15-NGP(c)

REN-15-NGP(c) - Nevada Geothermal Portfolio (OKGP) NAC-NRS Compliance

Summary of Nevada Administrative Codes applicable to OKGP Portfolio.

NAC 704.8885 (New renewable energy contracts: Review by Commission; criteria for approval) and NAC 704.8887 (New renewable energy contracts: Determination of whether price for electricity is reasonable) requires that the Company provide specific information regarding new renewable energy contracts for which it is seeking approval.

NAC 704.8885(2)(a) requires the Commission to determine the reasonableness of the price of electricity based on the factors set forth in NAC 704.8887, detailed in pertinent part as follows:

NAC 704.8887(1) instructs the utility to calculate the price for electricity acquired or saved pursuant to a new long-term renewable energy contract or energy efficiency contract by calculating the levelized market price for the electricity.

The project's calculated cost of energy is \$105.00 per megawatt-hour not including network upgrade costs. The rate is for the purchase of energy and portfolio credits ("PCs").

NAC 704.8887(2)(a) requires the Commission to address whether the new renewable energy contract or energy efficiency contract comports with the utility provider's most recently approved plan to increase its supply of or decrease the demand for electricity.

This project is being proposed as part of the Companies' 2026 triennial integrated resource plan to increase its supply of electricity.

NAC 704.8887(2)(b) addresses the reasonableness of any price indexing provisions set forth in the new renewable energy contract or energy efficiency contract.

The price for renewable energy and PCs set forth in this contract is \$107.00 MWh with no escalation for the 15-year term of the contract.

NAC 704.8887(2)(c) addresses whether the new renewable energy systems will reduce environmental costs in this State as compared to competing facilities or energy systems that use fossil fuels.

The technology that the OKGP Portfolio utilizes creates near zero air emissions. When compared to a modern gas-fired combined cycle unit, the emissions avoided are shown in the table below.

Avoided Air Emissions [tons] ¹					
Project	SO ₂	CO	VOC	NOX	PM
OKGP Portfolio	0.81	2.03	0.14	6.76	3.38
1 Avoided Emissions derived from average heat rate for a state of the art combined cycle unit. This is a conservative assumption as avoided emissions are likely to be from higher heat rate market purchases or from older, less efficient units.					

The project efficiently utilizes land for geothermal energy generation and has minimal impacts on wildlife.

NAC 704.8887(2)(d) addresses the net economic impact and all environmental benefits and environmental costs to this State in accordance with NAC 704.9005 to 704.9525, inclusive, and section 7 of this regulation (measurement and verification protocol for all energy efficiency measures).

According to the bidder, the net economic impact of the project includes:

- A temporary increase in workforce during the construction phase of each facility of an estimated 20 positions, of which an estimated 15 positions will be sourced locally from Nevada at an estimated average salary of \$87,942 annually, equaling a total estimated payroll of \$1,758,848 million over one construction year per facility;*
- A permanent long-term increase in the workforce for the operation and maintenance of each facility of an estimated 13 positions at an estimated average salary of \$72,252.8 annually, and a total payroll of \$19,825,728 over 20 years per facility;*
- Overall, based on information provided by the supplier, the Companies estimate that the investment in Nevada's economy, due to payroll, sale taxes and property taxes directly associated with the OKGP Portfolio project will have a net economic impact of more than \$129.7 million.*
- The environmental benefit will be a reduction in air emissions as shown in the table above.*

NAC 704.8887(2)(e) addresses any economic benefits that might incur to any sector of the economy of this State.

The economic benefits of the project include increased property tax in Humboldt County, Lander County, Churchill County, Esmeralda County, Mineral County, and Lyon County and sales taxes from the purchase of local goods. Other benefits include an increase in short-term construction employment and long-term operations employment.

NAC 704.8887(2)(f) addresses the diversity of energy sources being used to generate electricity that is consumed in this State.

Commission approval of the PPA will increase the diversity of energy sources used to generate electricity that is consumed in Nevada. The portfolio of renewable energy will increase with a commensurate decrease in its reliance on fossil fuel generation.

NAC 704.8887(2)(g) addresses the diversity of energy suppliers generating or selling electricity in this State.

OKGP,LLC. is a U.S.-based company, headquartered in Delaware. Its parent company, Ormat Nevada, Inc., is a geothermal and recovered energy company that develops and operates plants across the United States and internationally.

NAC 704.8887(2)(h) addresses the value of any price hedging or energy price stability associated with the new renewable energy contract or energy efficiency contract.

The agreement has a fixed starting price with no escalation over the term of the contract. The price is therefore known through the term of the contract and is not subject to fuel risk

NAC 704.8887(2)(i) addresses the date on which each renewable energy system is projected to begin commercial operation.

The portfolio is required to reach commercial operation on or before December 31, 2030. The projects in the portfolio will provide SPCC with individual Commercial Operation Dates as the projects develop.

NAC 704.8887(2)(j) addresses whether the utility provider has any flexibility concerning the quantity of electricity that the utility provider must acquire or save pursuant to the new renewable energy contract or energy efficiency contract.

The PPA calls for Sierra Pacific Power Company (“Sierra”) to take all net energy, including any excess energy and PCs generated by the facility. Curtailment or redispatch of up to 100 percent of the expected output can be ordered by the transmission provider, electric system authority, or market operator. Sierra has no obligation to pay for transmission-provider curtailed product or for generation in excess of the contractual Maximum Amount. Excess energy is paid for at \$53.50/MWh up to 100 percent of the adjusted annual supply amount and \$53.50/MWh for Test Energy.

NAC 704.8887(2)(k) addresses whether the new renewable energy contract or energy efficiency contract will result in any benefits to the transmission system of the utility provider.

The Large Generator Interconnection Agreement (“LGIA”) for the Baltazor and McGee projects have been executed within HEC territory. The Dixie Valley West and Excelsior projects have completed cluster studies. The Mason and Whirlwind projects have executed LGIAs with Sierra. The studies did not identify any negative impacts to Sierra’s transmission grid that could not be mitigated by the transmission system additions proposed in the study. The projects generate electricity which will provide benefits to the transmission grid by providing real and reactive power at the point of interconnection.

NAC 704.8887(2)(l) addresses whether the electricity acquired or saved pursuant to the new renewable energy contract or energy efficiency contract is priced at or below the utility provider’s long-term avoided cost rate.

When compared to the long-term avoided costs approved by the Commission in Docket No. 24-05041, the blended rate for energy and PCs is greater than the annualized average long-term avoided costs in years 2030 through 2050.

NAC 704.8887(3) addresses the price of electricity acquired or saved in a renewable energy contract or energy efficiency contract for the solar energy requirement of its portfolio standard to be evaluated separately.

This NAC is not applicable as the North Nevada Geothermal Portfolio is for a geothermal product, not solar.

NAC 704.8885(2)(b) addresses the term of the contract.

The term of the PPA commences on the First commercial operation date and shall

continue for a period of 15 contract years after the development period completion date.

NAC 704.8885(2)(c) addresses the location of the portfolio energy system or efficiency measure that is subject to the contract.

The projects are located in Humboldt County, Lander County, Churchill County, Esmeralda County, Mineral County, and Lyon County, Nevada.

NAC 704.8885(2)(d) addresses the use of natural resources by each renewable energy system that is subject to the contract.

The Project utilizes naturally occurring subsurface geothermal heat to generate electricity. Thermal energy from geothermal fluids is converted to electricity through a steam-based Rankine cycle.

NAC 704.8885(2)(e) addresses the firmness of the electricity to be delivered and the delivery schedule.

The project generates firm energy that will be delivered to SPPC's grid, which will be delivered through firm transmission pursuant to the designation of the facility as a network resource.

NAC 704.8885(2)(f) addresses the delivery point for the electricity.

The Baltazor Project will interconnect at Winnemucca Substation – Harney Electric Cooperative, Inc. (“HEC”) 115kV System.

The Whirlwind Project will interconnect at the Bald Mountain Switching Station.

The Dixie Valley West Project will interconnect at the Bannock Switching Station.

The McGee Project will interconnect at the Winnemucca Substation – HEC 115kV System.

The Excelsior Project will interconnect at the Candelaria Substation.

The Mason Project will interconnect at the Wassuk Switching Station.

NAC 704.8885(2)(g) addresses the characteristics of similar renewable energy systems.

Geothermal power plant that generates electricity by accessing underground heat. The plants use a binary system to access the renewable energy resource.

NAC 704.8885(2)(h) addresses the requirements for ancillary services.

The facility will provide ancillary services to support grid stability including voltage support and inertia support.

NAC 704.8885(2)(i) addresses the unit contingent provisions.

The energy from the facility is contingent upon the availability of the unit. If the unit is not producing within the performance specifications of the PPA, then energy will be replaced from other sources.

NAC 704.8885(2)(j) addresses the system peak capacity requirements of the utility provider.

The power purchase agreement will provide benefits to the system peak capacity requirements of SPPC.

NAC 704.8885(2)(k) addresses the requirements for scheduling.

All net energy from the facility will be delivered directly to SPPC's electric grid. The McGee and Baltazor projects interconnect into the Harney Electric Cooperative's transmission system, but the electricity will all be delivered to the SPPC owned Winnemucca Substation. The facility will be considered a designated network resource with SPPC's system.

NAC 704.8885(2)(l) addresses conditions and limitations on the transmission system.

The Baltazor Project is in the SIS phase with Harney Electric Cooperative, Inc.

The Whirlwind Project has an executed GIA with SPPC.

The Dixie Valley West Project has an executed GIA with SPPC.

The McGee Project is in the SIS phase with Harney Electric Cooperative, Inc.

The Excelsior Project is in the queue, SIS Phase with SPPC.

The Mason Project has an executed GIA with SPPC.

NAC 704.8885(2)(m) addresses project insurance.

The PPA requires the supplier to provide workers compensation insurance of not less than \$1,000,000 per occurrence, general liability of not less than \$5,000,000 annual aggregate, and automobile liability insurance of at least \$2,000,000 aggregate.

NAC 704.8885(2)(n) addresses the costs for procuring replacement power in the event of non-delivery.

In the event the project does not meet certain performance requirements, the supplier is obligated to compensate Sierra for Shortfalls in Energy and PCs. Compensation for an energy shortfall is based upon the difference between the cost of replacement power, as specified in the PPA, and the PPA price. However, should the cost of replacement power be less than the contract price of power from supplier, the replacement cost will be \$0.00. Compensation for a PC shortfall is determined by Sierra exercising its reasonable discretion based on the average PC replacement cost to replace the PC shortfall amount from the same resource type with a comparable expiration date.

NAC 704.8885(2)(o) addresses information verifying that each renewable energy system transmits or distributes or will transmit or distribute the electricity that it generates in accordance with the requirements of NRS 704.7815.

The generating facility uses renewable solar energy to generate electricity and transmits that energy to SPPC. Therefore, the generating facility comports with NRS §§ 704.7815(1)(a) and 704.7815(1)(b)

NAC 704.8885(2)(p) addresses the total number of renewable energy systems that the owner of the renewable energy system is or has been associated with as an owner or operator.

OKGP LLC, a subsidiary of Ormat, Nevada Inc., is headquartered in North America. Ormat Nevada, Inc. has approximately 1,105 MW of total net generating capacity across 10 U.S. states and 7 countries. Ormat Nevada, Inc. has developed, constructed, and operated more than 34 sites generating nearly 1,105 MW of geothermal energy.

OKGP LLC, a subsidiary of Ormat Nevada, Inc., has extensive experience in Nevada, with 14 operational utility-scale geothermal plants. Notable Nevada projects include Blue Mountain, Steamboat, McGinness Hills, and more.

NAC 704.8885(2)(q) addresses the points of interconnection with the electric system of the utility.

*The Baltazor Project will interconnect at Winnemucca Substation – HEC 115kV System
The Whirlwind Project will interconnect at the Bald Mountain Switching Station.
The Dixie Valley West Project will interconnect at the Bannock Switching Station.
The McGee Project will interconnect at the Winnemucca Substation – HEC 115kV System.
The Excelsior Project will interconnect at the Candelaria Substation.*

The Mason Project will interconnect at the Wassuk Switching Station.

NAC 704.8885(2)(r) addresses the interconnection priority which has been established for the available transmission capacity of the utility provider for all proposed renewable energy systems that will interconnect and begin commercial operation within the three-year period immediately following the date on which the new renewable energy contract or energy efficiency contract is submitted for approval.

Commission approval of the project will not affect any pending Federal Energy Regulatory Commission (“FERC”) interconnection priorities. Pursuant to the provisions of SPPC’s FERC-approved OATT, interconnection priority of a generator is determined based on the date the requesting customer submits a valid interconnection request.

NAC 704.8885(2)(s) addresses any requests for transmission service that have been filed with the utility provider.

The Baltazor Project is in the SIS phase with Harney Electric.

The Whirlwind Project has an executed GIA with SPPC.

The Dixie Valley West Project has an executed GIA with SPPC.

The McGee Project is in the SIS phase with Harney Electric.

The Excelsior Project is in the queue, SIS Phase at SPPC.

The Mason Project has an executed GIA with SPPC.

NAC 704.8885(2)(t) addresses any evidence that an environmental assessment, an environmental impact statement or an environmental impact report is being completed or has been completed with regard to the renewable energy system, or any evidence that a contract has been executed with an environmental contractor who will prepare such an assessment, statement or report within the 3-year period immediately preceding the date on which the renewable energy system is projected to begin commercial operation.

Environmental assessments for the projects in the portfolio are to be completed. The environmental assessments will be completed two years prior to COD. OKGP, LLC will coordinate and share such assessments with SPPC.

NAC 704.8885(2)(u) addresses permits required for the renewable energy systems within the 3-year period immediately preceding the date on which the renewable energy system is projected to begin commercial operation.

Permits for the projects in the portfolio are to be completed. The permits will be completed two years prior to COD. OKGP, LLC will coordinate and share such permits with SPPC.

NAC 704.8885(2)(v) addresses applications for development rights with the appropriate Federal agencies (including BLM), where the granting of such developmental rights is not contingent upon a competitive bidding process.

Permits for development rights for the projects in the portfolio are to be completed. The permits for development rights will be completed two years prior to COD. OKGP, LLC will coordinate and share such permits with SPPC.

NAC 704.8885(2)(w) addresses any evidence that establishes rights of ownership, possession or use concerning land or natural resources, including, without limitation, deeds, land patents, leases, contracts, licenses or permits concerning land, geothermal drilling rights or other rights to natural resources.

Geothermal leases for each project in the portfolio have been acquired and maintained.

NAC 704.8885(2)(x) addresses whether the utility provider has any economical dispatch rights.

The agreement calls for Sierra to take all net energy, including any excess energy and PCs generated by the facility, however, it does permit Sierra the flexibility to economically curtail the facility, but the curtailed energy that would have been delivered to the grid must be paid for at the contract rate.

Summary of **Nevada Revised Statutes** applicable to OKGP Portfolio.

NRS 704.741 Plan to increase supply or decrease demands: Submission not less than triennially; joint plans by certain affiliated utilities; contents prescribed by regulation; requirements (Regulation of Public Utilities Generally, Electric Service, Optional Pricing and Resource Planning).

NRS 704.741.4(a) For each energy resource proposed:

NRS 704.741.4(a)(1) addresses a description of each energy resource to be constructed, acquired or contracted for by the utility, including, without limitation, the location of the energy resource, the technology to be used by the energy resource to generate electricity, the anticipated capacity of the energy resource and the anticipated date by which the energy resource will be placed into service;

The Baltazor Facility will produce 24MW of geothermal capacity by OKGP, LLC. The facility is located in Humboldt County, Nevada. The project is not in commercial operation.

The Whirlwind Facility will produce 32MW of geothermal capacity by OKGP, LLC. The facility is located in Lander County, Nevada. The project is not in commercial operation.

The Dixie Valley West Facility will produce 36MW of geothermal capacity by OKGP, LLC. The facility is located in Churchill County, Nevada. The project is not in commercial operation.

The McGee Facility will produce 22MW of geothermal capacity by OKGP, LLC. The facility is located in Humboldt County, Nevada. The project is not in commercial operation.

The Excelsior Facility will produce 23MW of geothermal capacity by OKGP, LLC. The facility is located in Esmeralda and Mineral County, Nevada. The project is not in commercial operation.

The Mason Facility will produce 25MW of geothermal capacity by OKGP, LLC. The facility is located in Lyon County, Nevada. The project is not in commercial operation.

NRS 704.741.4(a)(2) addresses the cost of constructing or acquiring, operating and maintaining the energy resource or, if the energy resource is contracted for by the utility, the price of the energy to be supplied by the energy resource;

This PPA is for a portfolio of geothermal generating facilities with an aggregate minimum capacity of 50 MW and a maximum capacity of 150 MW. Energy delivered under this agreement is priced at \$107 per megawatt-hour and the contract term extends for 15 Contract Years following completion of the Development Period.

NRS 704.741.4(a)(3) addresses whether the energy resource will be owned by the utility or utilized by the utility pursuant to a contract with a third party;

This portfolio will be utilized by SPPC dba NV Energy pursuant to a Power Purchase Agreement with OKGP, LLC.

NRS 704.741(a)(4) addresses any other information required by the Commission to evaluate the prudence of the scenario.

A large customer brought this project to the Companies to help serve their load, as this PPA is sleeved through a customer agreement. The project's calculated Levelized Cost of Energy is \$107 per megawatt-hour, which is not inclusive of transmission costs, as they are not yet fully known.

NRS 704.741.4(b) An evaluation of the impact that the implementation of the scenario will have on:

NRS 704.741.4(b)(8) addresses the benefits from high-quality jobs, job training and apprenticeships provided by the projects included in the plan, whether constructed or operated by the utility or a third-party developer.

According to the bidder, the net economic impact of the project includes:

- *A temporary increase in workforce during the construction phase of each facility of an estimated 20 positions, of which an estimated 15 positions will be sourced locally from Nevada at an estimated average salary of \$87,942 annually, equaling a total estimated payroll of \$1,758,848 million over one construction year per facility;*
- *A permanent long-term increase in the workforce for the operation and maintenance of each facility of an estimated 13 positions at an estimated average salary of \$72,252.8 annually, and a total payroll of \$19,825,728 over 20 years per facility;*

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REN-15-NGP(d) - Nevada Geothermal (OKGP) Key Provisions

Owner/Project Name	OKGP LLC
Developer/Counterparty	Ormat Nevada Inc.
Off Taker	Sierra Pacific Power Company, dba NV Energy
Term	For each Facility, Supplier's obligation to deliver Product, and Buyer's obligation to accept and pay for Product, shall commence on the Operation Date for the Facility and shall continue until the end of the Term. The Term shall commence on the First COD and shall continue for a period of fifteen (15) Contract Years after the Development Period Completion Date, 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. [§ 2.2]
Technology	Portfolio Purchase Power Agreement
Contract Capacity	<u>Baltazor</u> : Geothermal; 7 MW (net of Station Usage) <u>Whirlwind</u> : Geothermal; 7 MW (net of Station Usage) <u>Dixie Valley West</u> : Geothermal; 7 MW (net of Station Usage) <u>McGee</u> : Geothermal; 7 MW (net of Station Usage) <u>Excelsior</u> : Geothermal; 7 MW (net of Station Usage) <u>Mason</u> : Geothermal; 7 MW (net of Station Usage)

REN-15-NGP(d) - Nevada Geothermal (OKGP) Key Provisions

Commercial Operation	Means, with respect to each Facility, that: (a) such Facility is fully operational, reliable and interconnected, fully integrated and synchronized with the Transmission System; (b) Supplier or the applicable Project Company shall have received or obtained all Required Facility Documents for such Facility; and (c) which occurs when all of the applicable requirements set forth in Sections 8.1, 8.3 and 17.2 and the corresponding Exhibits 6, 7 and 7A for such Facility (i) have occurred with respect to such Facility, and (ii) remain simultaneously true and accurate with respect to such Facility: (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 for such Facility pursuant to Section 8.2.1. [§1.28]
Development Period Completion Date	Means the earlier of (a) the date on which Supplier provides written notice to Buyer that Supplier will not declare Commercial Operation for any additional Facilities, and (b) December 31, 2030 [§1.54]
Yearly Supply Amount (Contract Year 1)	437,623 MWh [Exhibit 13]
Yearly PC Amount (Contract Year 1)	For each Contract Year, the Yearly PC Amount equals the Annual Supply Amount for such Contract Year [Exhibit 18]
Development Period Maximum Capacity	Means one hundred fifty (150) MW [§1.55]
Development Period Minimum Capacity	Means fifty (50) MW [§1.56]
Delivery Point Maximum Amount	60.8 MWh (for all six (6) geothermal projects) in any Delivery Hour [Exhibit 13]
Supply Degradation	After the Development Period Completion Date, on or before October 1 of each Contract Year, Supplier may reduce the Average Annual Supply Amount, Yearly PC Amount, and Supply Amount by providing notice of such reduction to Buyer, <u>provided</u> that: (a) the reduced Average Annual Supply Amount for each Contract Year shall be greater than or equal to eighty-five percent (85%) of the Average Annual Supply Amount for that Contract Year in effect as of the Development Period Completion Date, as the Average Annual Supply Amount may have been modified pursuant to Section 3.8.1, (b) the Supply Amount (including the Annual Supply Amount and all Monthly Supply Amounts) in effect as of the

REN-15-NGP(d) - Nevada Geothermal (OKGP) Key Provisions

	<p>Development Period Completion Date shall be reduced in the same proportion as the reduction of the Average Annual Supply Amount for that Contract Year pursuant to Section 3.8.3(a), (c) the Yearly PC Amount for each Contract Year in effect as of the Development Period Completion Date shall only be reduced by up to the same proportion as the reduction of the Average Annual Supply Amount for that Contract Year pursuant to Section 3.8.2(a), and (d) the reduced Supply Amount during On-Peak hours for each Measurement Period during the Term must always be equal to or greater than eighty-five percent (85%) of the Supply Amount during On Peak hours for each corresponding Measurement Period as of the Development Period Completion Date, as the Supply Amount may be modified pursuant to Section 3.8.1. See Section 3.8.3 for more details.</p>
<p>Conditions Precedent</p>	<p>Obligations thereunder, shall not become effective unless and until 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. [§16.1]</p>
<p>Development Security</p>	<p>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); (b) a cash deposit, with (a) or (b), as applicable, in an amount equal to One Million Five Hundred Thousand Dollars (\$1,500,000) (the “Development Security”). Supplier shall post the Development Security with Buyer within five (5) Business Days after the Effective Date. Upon the PUCN Approval Date, the Development Security shall increase to an amount equal to Four Million Two Hundred Fifty Thousand Dollars (\$4,250,000). The revised Development Security shall be posted within five (5) Business Days after the PUCN Approval Date and shall be maintained until the Development Period Completion Date. Notwithstanding the foregoing, when a Facility achieves Commercial Operation, the required amount of Development Security shall automatically be reduced by the product of (x) the Certified Nameplate Capacity Rating of such Facility achieving Commercial Operation in kW and Eighty-Five Dollars (\$85); provided, that notwithstanding anything in the foregoing to the contrary, in no event shall the required amount of Development Security be less than</p>

REN-15-NGP(d) - Nevada Geothermal (OKGP) Key Provisions

	<p>Zero Dollars (\$0) 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 two (2) Business Days of the drawing. See Section 17.1 for more details.</p>
<p>Operating Security</p>	<p>With respect to the first Facility to achieve Commercial Operation, as a condition to the achievement of Commercial Operation for such Facility, 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 the product of the Certified Nameplate Capacity Rating of such first Facility to achieve Commercial Operation multiplied by Two Hundred Ninety-Four Thousand Dollars (\$294,000) (the “Operating Security”). Supplier shall post the Operating Security with Buyer no later than five (5) Business Days prior to the First COD. After such posting, when any Facility achieves Commercial Operation, the required amount of Operating Security shall automatically be adjusted to equal the product of the Project Capacity at such time, expressed in MW, multiplied by Two Hundred Ninety-Four Thousand Dollars (\$294,000) per MW. Any increase in the Operating Security amount shall be posted no later than ten (10) Business Days following such change in the required Operating Security amount. 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 two (2) Business Days of the drawing. See §17.2 for further details.</p>
<p>Product Rate</p>	<p>The Product Rate (for each of the six (6) geothermal projects) 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 \$107 per MWh (the “<u>Product Rate</u>”).</p>
<p>Provisional Rate</p>	<p>Buyer shall pay Supplier seventy-five percent (75%) of the Product Rate (“<u>Provisional Rate</u>”) for each MWh of such Provisional Energy. [§4.1.1.2]</p>

REN-15-NGP(d) - Nevada Geothermal (OKGP) Key Provisions

Provisional Energy (Defined)	Means Net Energy (but not Test Energy) that is delivered by Supplier to Buyer prior to the Commercial Operation Date from a Facility and at the request of Buyer that is provided in amounts of no less than five (5) MW up to an aggregate maximum of twenty-five (25) MW. [§1.154]
Excess Energy (Rate)	All 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. [§4.1.2.3]
Excess Energy (Defined)	Means, (a) with respect to the Stub Period, the portion of the Project Delivered Amount for the Stub Period, if any, that exceeds one hundred percent (100%) of the Adjusted Stub Period Supply Amount, and (b) with respect to a Contract Year, the portion of the Project Delivered Amount for such Contract Year, if any, that exceeds one hundred percent (100%) of the Adjusted Annual Supply Amount for such Contract Year; provided, however, that Project Delivered Amounts in excess of the Maximum Amount for any Delivery Hour shall be excluded for purposes of determining Excess Energy. All Excess Energy in respect of a Stub Period or Contract Year and any payments made by Buyer for such Excess Energy pursuant to this Agreement will be allocated to each Facility included in the Project in such Stub Period or Contract Year on a pro rata basis based on the quotient of the Certified Nameplate Capacity Rating for each such Facility divided by the Project Capacity in such Stub Period or Contract Year. [§1.71]
Test Product Rate	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 “ <u>Test Product Rate</u> ”). [§4.1.1.1]
Test Energy (Defined)	Means Net Energy delivered by Supplier to Buyer from a Facility after the Operation Date and prior to the Commercial Operation Date for such Facility that is not Provisional Energy or Excess Energy. [§1.197]
Maximum Amount (Rate)	Means, with respect to a Delivery Hour, the product of (a) the Project Capacity as of such Delivery Hour, (b) the constant one and sixty-five-hundredths (1.65), and (c) one (1) hour. [§1.101]
Measurement Period	Means each two (2) consecutive Contract Years commencing with the first two (2) Contract Years of the Term. [§1.103]

REN-15-NGP(d) - Nevada Geothermal (OKGP) Key Provisions

<p>Shortfall Threshold</p>	<p>Notwithstanding the foregoing, if, following the First COD, with respect to each Measurement Period, the sum of Project Delivered Amounts (not including Excess Energy) is less than the product of (a) 0.80 and (b) the difference between (i) the Annual Supply Amount for the Contract Years in such Measurement Period, minus (ii) the total amount of Project Energy associated with Excused Product, then an Event of Default shall be deemed to have occurred; <u>provided</u>, that an Event of Default shall not have occurred if such Shortfall at issue in the applicable Measurement Period is the direct result of the extended failure of equipment at a Facility or Facilities not caused by the acts or omissions of Supplier which, despite the use of commercially reasonable efforts by Supplier, cannot be timely repaired or replaced. See Section 3.6.1 for more details. [§3.6.1.1]</p>
<p>Shortfall Amount</p>	<p>“<u>Shortfall Amount</u>” means, with respect to a Measurement Period, an amount expressed in MWh equal to (a) the product of (i) 0.90 and (ii) the difference between (A) the sum of the applicable Annual Supply Amounts for the Contract Years in such Measurement Period minus (B) the total amount of Project Energy associated with Excused Product (if any) for such Measurement Period, minus (b) the sum of all Project Delivered Amounts (not including Excess Energy) in such Measurement Period. For the avoidance of doubt, if the calculation set forth in the preceding sentence yields an amount of zero or less for a Measurement Period, then no Measurement Period Shortfall Amount will be deemed to exist with respect to such Measurement Period. See Section 3.6.1 and Section 3,6.2 for more details. [§3.6.2]</p>
<p>Replacement Cost</p>	<p>With respect to each Measurement Period for which a Shortfall Amount exists in accordance with Section 3.6.2, Buyer’s “<u>Replacement Costs</u>” with respect to such Measurement Period shall equal (a) the Shortfall Amount, multiplied by (b) the amount equal to (i) Buyer’s cost to replace the Shortfall Amount (as described in the following sentence) minus (ii) the Product Rate. Buyer’s cost to replace any Shortfall Amount, with respect to each MWh of Shortfall Amount, will equal the Weighted Measurement Period Index. Notwithstanding anything in the foregoing to the contrary, if the calculation of Replacement Costs as set forth in this Section 3.6.3 yields an amount of zero or less for a Measurement Period, then no Replacement Costs will be payable with respect to such Measurement Period. See Section 3.6.1 and Section 3,6.2 for more details. [§3.6.1.3]</p>

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<p>Voltage Support</p>	<p>The IA for each Facility requires such 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 such Facility and all generators in the control area on a comparable basis. In addition to the requirements of the IA, such 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, within the capabilities of such Facility. Additional details are included in Section 3.4.5 of the PPA. [§3.4.5]</p>
<p>PC Shortfall Amount</p>	<p>If after the PC Administrator issues all the PC statements or certificates for all of the Project Energy and Station Usage generated during 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 for such Measurement Period 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 product of (I) 0.90 multiplied by (II) an amount equal to (1) the sum of the Yearly PC Amount for the Contract Years in such Measurement Period; minus (2) the total amount of PCs associated with Excused Product during such Measurement Period; minus (B) 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. [§3.7.1]</p>
<p>PC Replacement Cost</p>	<p>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</p>

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	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). [§3.7.2]
Daily Delay Damages	Means an amount equal to: (a) with respect to the first (1st) through and including the sixtieth (60th) day beyond the end of the Development Period, Two Hundred Thirty-Six Dollars and Eleven Cents (\$236.11) per MW of shortfall per day; (b) with respect to the sixty-first (61st) through and including the one-hundred-twentieth (120th) day beyond the end of the Development Period, Four Hundred Seventy-Two Dollars and Twenty Two Cents (\$472.22) per MW of shortfall per day; and (c) with respect to the one-hundred-twenty-first (121st) through and including the one hundred and eightieth (180th) day beyond the end of the Development Period, Seven Hundred and Eight Dollars and Thirty-Three Cents (\$708.33) per MW of shortfall per day. [§1.44]
Force Majeure	Supplier's obligations may be excused by an event of Force Majeure. [§20]

REN-16-NBM(a)

**THIRD AMENDMENT
TO LONG-TERM FIRM PORTFOLIO ENERGY CREDIT AND RENEWABLE
POWER PURCHASE AGREEMENT**

THIS THIRD AMENDMENT TO LONG-TERM FIRM PORTFOLIO ENERGY CREDIT AND RENEWABLE POWER PURCHASE AGREEMENT (this “*Third Amendment*”) is effective as of January 9, 2026 (“*Execution Date*”) between Nevada Power Company, a Nevada corporation d/b/a NV Energy (“*Buyer*”), NGP Blue Mountain I, LLC, a Delaware limited liability company (“*Supplier*”) and, for purposes of Section 8 below only, Sierra Pacific Power Company, a Nevada corporation d/b/a NV Energy (“*SPPC*”). Capitalized terms used but not otherwise defined in this Third Amendment shall have the meanings assigned to them in the Original PPA (defined below).

Recitals

WHEREAS, Buyer and Supplier are parties to that certain Long-Term Firm Portfolio Energy Credit and Renewable Power Purchase Agreement, dated as of August 16, 2006 (the “*Original Agreement*”), as amended by that certain First Amendment to Long-Term Firm Portfolio Energy Credit and Renewable Power Purchase Agreement, dated as of November 3, 2008 (the “*First Amendment*”) and by that certain Second Amendment to Long-Term Firm Portfolio Energy Credit and Renewable Power Purchase Agreement, dated as of April 1, 2021, (the “*Second Amendment*”; the Second Amendment together with the Original Agreement and First Amendment, collectively, the “*Original PPA*”), pursuant to which Buyer purchases from Supplier, and Supplier sells to Buyer, firm energy generated by the Generating Facility and the associated Portfolio Energy Credits and Renewable Energy Benefits, upon the terms and subject to the conditions set forth in the Original PPA;

WHEREAS, the Original Agreement was assigned to Supplier pursuant to that certain Assignment and Assumption of Power Purchase Agreement, dated as of October 25, 2007, by and between Supplier and Nevada Geothermal Power Company, a Nevada limited liability company;

WHEREAS, Buyer and Supplier desire to amend the Original PPA, upon the terms and subject to the conditions set forth in this Third Amendment;

WHEREAS, on the Third Amendment Effective Date (as defined below), and pursuant to any necessary PUCN approvals, Buyer intends to assign the Agreement (as defined below) to Sierra Pacific Power Company d/b/a NV Energy pursuant to Section 24.1.1 of the Agreement and pursuant to the terms and conditions as set forth herein; and

WHEREAS, this Third Amendment will require the approval of the PUCN in accordance with Section 2 of this Third Amendment, and, pending such approval and except as otherwise set forth in this Third Amendment, the terms and conditions of the Original PPA will remain in full force and effect in accordance with its terms.

Agreement

In consideration of the foregoing and the covenants and conditions set forth in this Third Amendment, and intending to be legally bound, the Parties agree as follows:

1. Original PPA. For the avoidance of doubt, the Parties acknowledge and agree that the Original PPA will remain in full force and effect in accordance with its terms unless and until this Third Amendment is approved by the PUCN in accordance with Section 2 hereof, and that from and after the Third Amendment Effective Date, the Original PPA will continue in force and effect as amended by this Third Amendment.

2. PUCN Approval. Within one hundred twenty (120) days after the Execution Date and in accordance with the requirements of Law, Buyer shall submit the Agreement (“**Agreement**” meaning, for purposes of this Third Amendment, the Original PPA as amended by this Third Amendment) to the PUCN for PUCN Approval. For purposes of this Third Amendment, “**PUCN 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 preliminary injunction filed pursuant to NRS Section 703.374 (the expiration of the dates for items (b)(i), (ii) and (iii) being the “**PUCN Approval Date**”), and which PUCN Approval includes a determination that (A) the terms and conditions of this Agreement are just and reasonable and (B) the costs of purchasing Product under the Agreement are prudently incurred and that Buyer may recover all just and reasonable costs of Product purchased under the Agreement. Buyer will promptly notify Supplier (1) after PUCN Approval is obtained or if the PUCN does not grant PUCN Approval and (2) of the PUCN Approval Date

3. Effectiveness. The amendments to the Original PPA as set forth in this Third Amendment shall be effective as of the PUCN Approval Date (the “**Third Amendment Effective Date**”).

4. Amendments. Effective as of the Third Amendment Effective Date, the Original PPA is amended as follows:

(a) Section 1 (Definitions). Section 1 (Definitions) of the Original PPA is amended to add the following defined terms, provided that where a defined term below is also defined in the Original PPA, then the defined term in the Original PPA is deleted in its entirety and replaced with the definition below.

“Agreement” means this Long-Term Portfolio Energy Credit and Renewable Power Purchase Agreement, together with the Exhibits attached hereto, as amended pursuant to that as amended by that certain First Amendment to Long-Term Firm Portfolio Energy Credit and Renewable Power Purchase Agreement, dated as of

November 3, 2008, by that certain Second Amendment to Long-Term Firm Portfolio Energy Credit and Renewable Power Purchase Agreement, dated as of April 1, 2021, and by that certain Third Amendment to Long-Term Firm Portfolio Energy Credit and Renewable Power Purchase Agreement, dated as of January 9, 2026 (the “Third Amendment”), as may be further amended from time to time.

“Capital Improvements” means the redevelopment project for the Generating Facility described in Exhibit 20.

“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.

“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.

“OFAC” has the meaning ascribed to that term in Section 26.11.1 (OFAC Sanctions Lists).

“OFAC Sanctions Lists” has the meaning ascribed to that term in Section 26.11.1 (OFAC Sanctions Lists).

“On-site Generation” has the meaning ascribed to that term in Section 3.4 (Station Usage).

“Prohibited Country” or “Prohibited Countries” has the meaning ascribed to that term in Section 26.12 (State- or Government-Owned Enterprises or Companies).

“Prohibited Regions” has the meaning ascribed to that term in Section 26.13 (Prohibited Regions).

“Supply Chain Audit” means an audit or investigation of the supply chain through which all equipment and materials to be incorporated into the Generating Facility are sourced, including the mines, factories and other facilities of Supplier and its contractors, subcontractors, vendors, suppliers and materialmen, 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 26.14.

“Third Amendment” has the meaning ascribed to that term in the definition of Agreement.

“Third Amendment Effective Date” has the meaning ascribed to that term in the Third Amendment.

“UFPLA” has the meaning ascribed to that term in Section 26.11.1 (OFAC Sanctions Lists).

(b) Section 1 (Definitions). The definition of “Adjusted PTC Product Rate” is deleted in its entirety from Section 1 (Definitions) of the Original PPA.

(c) Section 1 (Definitions). The definition of “Maximum Amount” in Section 1 (Definitions) of the Original PPA is deleted in its entirety and replaced with the following:

“Maximum Amount” means, with respect to a Dispatch Hour, an amount of Energy equal to thirty (30) MWh.

(d) Section 1 (Definitions). The definition of “Supply Amount” in Section 1 (Definitions) of the Original PPA is deleted in its entirety and replaced with the following:

“Supply Amount” with respect to any Dispatch Hour, means the amount of Energy stated in Exhibit 13, unless reduced pursuant to Section 12.1.2 (Planned Outage), Section 11.6 (Emergency), or as may be adjusted pursuant to Section 3.7 (Adjustment to Supply Amount). The Supply Amount is firm Energy.

(e) Section 2.2 (Term). Section 2.2 (Term) of the Original PPA is deleted in its entirety and replaced with the following:

2.2 Term. Supplier’s obligation to deliver Product, and Buyer’s obligation to accept and pay for Product, under this Agreement shall commence on the Operation Date and shall continue until December 31, 2046, subject to earlier termination of this Agreement pursuant to the terms hereof (the “Term”).

(f) Section 3.4 (Consumption). Section 3.4 (Consumption) of the Original PPA is deleted in its entirety and replaced with the following:

3.4. Station Usage. Supplier shall supply its Station Usage from (a) the Generating Facility, (b) one (1) or more solar photovoltaic generating systems (including, at Seller’s option, with co-located battery energy storage systems) to be located behind the meter at the Generating Facility’s site that are installed in accordance with this Section 3.4 (collectively, “On-site Generation”), and/or (c) Standby Service, as governed by the special conditions relating to “Backup Power” pursuant to the Standby Service tariff referenced in Exhibit 3 hereto. Supplier may elect, in its sole discretion and with notification to Buyer six (6) months in advance of installation, to receive energy from On-site Generation for purposes of providing some or all of the Project’s Station Usage, in which case the Energy generated by the Generating Facility that would have otherwise served the Station Usage shall for the purposes of this Agreement constitute Product and shall be sold to Buyer in

accordance with the provisions of this Agreement. Supplier may install, or cause to be installed, On-Site Generation only during the two (2)-year period commencing on the Third Amendment Effective Date. Any On-site Generation must be sized or configured so that it does not exceed the Station Usage of the Project and so that any electrical energy generated or produced by the On-site Generation is not delivered to Buyer as Product. For the avoidance of doubt, in no event may electrical energy generated or produced by On-site Generation be Energy for purposes of this Agreement, or sold to a third party or onto the Transmission System. Any PCs generated by On-site Generation shall be delivered to Buyer without further compensation from Buyer.

(g) Section 3.7 (Adjustment to Supply Amount). Section 3.7 (Adjustment to Supply Amount) of the Original PPA is deleted in its entirety and replaced with the following:

3.7 Adjustment to Supply Amount. Supplier may, by notice delivered no later than sixty (60) days prior to the start of any Contract Year starting in 2028, adjust all (but not less than all) of the Average Annual Supply Amounts, Supply Amounts and Yearly PC Amounts, in each case, upwards or downwards by up to three and one-half percent (3.5%) in any Contract Year; provided that the Maximum Amount will in no event exceed thirty (30) MW.

(h) Section 4.2 (Adjustment to PTC Product Rate or Non-PTC Product Rate, as applicable). Section 4.2 (Adjustment to PTC Product Rate or Non-PTC Product Rate, as applicable) of the Original PPA is deleted in its entirety.

(i) Section 4.3. Section 4.3 of the Original PPA is deleted in its entirety.

(j) Section 10.4 (Modification). Section 10.4 (Modification) of the Original PPA is amended by adding the following sentence to the end of Section 10.4 (Modification):

Supplier shall, on the schedule provided for in Exhibit 20, modify the Facility to incorporate the capital improvements provided for in Exhibit 20.

(k) Article 21 (Force Majeure). Article 21 (Force Majeure) of the Original PPA is deleted in its entirety and replaced with the following:

21.1 Excuse. Subject to the provisions of this Article 21, neither Party will be liable under this Agreement for any delay or failure in the performance of its obligations under this Agreement (including any obligation to deliver or accept Product), 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 21 have been met, that such Party is entitled to relief, and the extent of any relief to which such Party is entitled.

21.2 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 inaction of a Governmental Authority, including expropriation, requisition or material change in law imposed by a 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 inaction, and so long as the action or inaction 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).

21.3 Exclusions.

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

21.3.1 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;

21.3.2 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 Generating Facility’s site;

21.3.3 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, except to the extent it is caused by an event of Force Majeure;

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

21.3.5 The imposition of costs or Taxes on a Party;

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

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

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

21.3.9 Delay or failure of Supplier to obtain or perform any agreements listed in Exhibit 12 unless due to an independent event of Force Majeure;

21.3.10 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);

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

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

21.3.13 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;

21.3.14 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

21.3.15 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 21 are fully satisfied.

21.3.2 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 21.2 are met.

21.4 Conditions. In addition to the conditions set forth in Section 21.2, 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 21.4.1 through 21.4.5; provided that if either Party 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:

21.4.1 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 forty-eight (48) hours following such Force Majeure event);

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

21.4.3 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;

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

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

21.5 Application. Without limiting the generality of Section 21.1, during the existence of an event of Force Majeure, as a result of which Buyer is

unable to receive Product at the Delivery Point or is unable to deliver Product to its customers: (a) Buyer shall have no payment liability in respect of Product delivered by Supplier during such period of the Force Majeure event, (b) for purposes of calculating Replacement Costs, the Supply Amount shall be reduced for such period of the Force Majeure event and (c) for purposes of calculating PC Replacement Costs, the Yearly PC Amount shall be reduced for such period of the Force Majeure event.

(1) Article 26 (Representations and Warranties of Supplier). Article 26 (representations and Warranties of Supplier) is amended to add the following new Section 26.11 through Section 26.16:

26.11 OFAC Sanctions Lists.

26.11.1 Neither Supplier, any Affiliate of Supplier, nor any partner, joint venturer, or strategic alliance participant of Supplier or any Affiliate of Supplier, nor any officer, director, employee, 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) 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.

26.11.2 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 26.11.1 is no longer accurate or that it is in breach of its covenants in this Section 26.11.2. Supplier will fully comply and cooperate with 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 failure or violation of Supplier's warranties, representations, or obligations under Section 26.11.1 or 26.11.2. For the avoidance of doubt, Supplier shall not be in breach of this Section 26.11 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.

- 26.12 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 (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 26.12. For the avoidance of doubt, Supplier shall not be in breach of this Section 26.12 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.
- 26.13 Prohibited Regions. Supplier warrants that Supplier will not use in its provision of the procurement for or construction of any Facility contemplated within this Agreement, whether directly or indirectly using subcontractors, subsidiaries, parents, or affiliates, any labor performed or product that was mined, produced or manufactured wholly or in part in the vendor regions or labor performed by citizens of the vendor regions that would cause Supplier or its subcontractors, subsidiaries, parents, or affiliates to be in violation of Applicable Law. Supplier is responsible for being familiar with Applicable Law related to security threats and other prohibitions from foreign government or foreign company involvement in domestic energy infrastructure. 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 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.).

- 26.14 Supply Chain Audit. Within thirty (30) days of entering into one or more material construction or procurement agreements in the respect of the Capital Improvements, written notice of which Supplier shall provide to Buyer, Buyer may request in writing that Supplier undergo a Supply Chain Audit; provided, that prior to making such request, Buyer agrees to consult with Supplier as to any concern that Buyer has with respect to Supplier's compliance with any of Sections 26.11 through 26.13, and Supplier shall have thirty (30) days to respond to such concerns and demonstrate, to Buyer's sole satisfaction, that Buyer's concerns are not substantiated. In the event that Buyer disagrees with Supplier's response and determines that a Supply Chain Audit is warranted, Buyer may direct Supplier to undergo a Supply Chain Audit. Upon such direction, Supplier shall undergo and deliver a Supply Chain Audit, conducted by a third-party consulting firm of national repute selected by Buyer. Supplier shall cooperate with the requirements of the Supply Chain Audit, and Buyer and Supplier agree that such Supply Chain Audit shall be conducted in an efficient manner and avoid imposing unreasonably burdensome or unnecessary requirements on Supplier; provided, that Supplier shall use commercially reasonable efforts to complete or cause to be completed such Supply Chain Audit and cause the findings of the same to be delivered within sixty (60) days of Buyer's direction to perform a Supply Chain Audit. The findings of the Supply Chain Audit shall be simultaneously shared by the consulting firm with both the Buyer and Supplier. Each Party shall have fifteen (15) days to respond to the draft Supply Chain Audit. Buyer, Supplier and the consulting firm agree to resolve any inaccuracies, disputed findings or other information raised by Buyer or Supplier. The findings of the Supply Chain Audit shall assess the compliance of Supplier with the requirements of Section 26.13 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 26.13, then Supplier shall be responsible for the full cost and expense of such Supply Chain Audit.
- 26.15 Cybersecurity. Supplier shall comply in all respects with the requirements in Exhibit 19.

26.16 Continuing Nature of Representations and Warranties; Notice. The representations and warranties set forth in this Article 26 are made as of the Third Amendment Effective Date and shall be deemed repeated with respect to the Generating Facility 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 26 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 26.16 shall be given as soon as practicable after Supplier obtains actual knowledge of any such fact, circumstance, event or information.

(m) Exhibit 1 (Description of Generating Facility). Exhibit 1 (Description of Generating Facility) to the Original PPA is deleted in its entirety and replaced with Exhibit 1 (Description of Generating Facility) attached hereto as Attachment A.

(n) Exhibit 2A (Product Rates). Exhibit 2A (Product Rates) to the Original PPA is deleted in its entirety and replaced with Exhibit 2A (Product Rates) attached hereto as Attachment B.

(o) Exhibit 13 (Supply Amount). Exhibit 13 (Supply Amount) to the Original PPA is deleted in its entirety and replaced with Exhibit 13 (Supply Amount) attached hereto as Attachment C.

(p) Exhibit 18 (Yearly PC Amount). Exhibit 18 (Yearly PC Amount) to the Original PPA is deleted in its entirety and replaced with Exhibit 18 (Yearly PC Amount) attached hereto as Attachment D.

(q) Exhibit 19 (Cybersecurity). The Original PPA is amended to add a new Exhibit 19 (Cybersecurity) attached hereto as Attachment E.

(r) Exhibit 20 (Capital Improvements). The Original PPA is amended to add a new Exhibit 20 (Capital Improvements) attached hereto as Attachment F.

5. Reference to and Effect on the Original PPA. Except as set forth in this Third Amendment, the Original PPA shall continue in full force and effect according to its terms.

6. Governing Law. This Third Amendment and the rights and obligations of the Parties shall be construed and governed by the Laws of the State of Nevada.

7. Counterparts. This Third Amendment may be executed in two (2) counterparts, both of which shall be deemed an original.

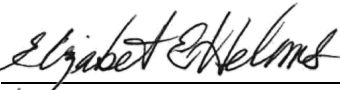
8. Assignment of the Agreement. Effective as of the Third Amendment Effective Date and pursuant to Section 24.1.1 of the Agreement, Buyer hereby assigns, transfers and sets over to SPPC all of its right, title and interest in and to the Agreement, including all liabilities and financial responsibility for the performance thereunder, each of which as arising after the Third Amendment Effective Date, and SPPC hereby accepts the assignment, transfer and setting over of Buyer's right, title and interest in and to the Agreement, and agrees to assume, perform and observe all liabilities and financial responsibility for the performance thereunder, each of which as arising after the Third Amendment Effective Date.

9. Amendment of Second Amendment Provisions. Effective as of the Third Amendment Effective Date, Sections 6, 7 and 9 of the Second Amendment are deleted in their entirety.

[Signature page follows]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Third Amendment as of the Execution Date.

SUPPLIER:
NGP BLUE MOUNTAIN 1, LLC

By: 
Name: Elizabeth Helms
Title: Corporate Secretary

[Signature Page to Third Amendment to PPA (Blue Mountain)]

BUYER:
NEVADA POWER COMPANY

By: 
Name: Brandon Barkhuff
Title: President and CEO

[Signature Page to Third Amendment to PPA (Blue Mountain)]

For purposes of Section 8 of this Third
Amendment only:

SPPC:
SIERRA PACIFIC POWER COMPANY

By: 
Name: Brandon Barkhart
Title: President and CEO

[Signature Page to Third Amendment to PPA (Blue Mountain)]

List of Attachments to Third Amendment

Attachment A	Exhibit 1 (Description of Generating Facility)
Attachment B	Exhibit 2A (Product Rates)
Attachment C	Exhibit 13 (Supply Amount)
Attachment D	Exhibit 18 (Yearly PC Amount)
Attachment E	Exhibit 19 (Cybersecurity)
Attachment F	Exhibit 20 (Capital Improvements)

Attachment A to Third Amendment

EXHIBIT 1

DESCRIPTION OF GENERATING FACILITY

-
1. Name of Facility: Faulkner I
 - (a) Location: Blue Mountain, Humboldt County, Nevada
 2. Owner: Nevada Geothermal Power Company
 3. Operator: Nevada Geothermal Power Company
 4. Equipment:
 - (a) Type of Facility: Geothermal
 - (b) Capacity
 - Total normal nameplate capacity: 49.5 MW
 - Total nominal net capacity (as of Commercial Operation): 40.1 MW

Attachment B to Third Amendment

EXHIBIT 2A

PRODUCT RATES

The Product Rates as of the Third Amendment Effective Date, shall be:

- (i) \$105.00 per MWh (the “PTC Product Rate”); or
- (ii) \$105.00 per MWh (the “Non-PTC Product Rate”).

Attachment C to Third Amendment

EXHIBIT 13

SUPPLY AMOUNT

1. Supply Amount in 2026

The Supply Amount in 2026 is as follows:

Supply Amount - MWh													
Expected Hourly Generation (MWh)	Hour Ending	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	1	24.00	24.37	24.51	24.19	23.52	22.33	21.37	21.68	22.48	22.79	22.90	23.12
	2	23.86	24.23	24.37	24.04	23.38	22.19	21.23	21.54	22.34	22.65	22.76	22.98
	3	23.72	24.09	24.23	23.90	23.24	22.05	21.09	21.40	22.20	22.51	22.62	22.84
	4	23.58	23.95	24.09	23.76	23.10	21.91	20.95	21.26	22.06	22.37	22.48	22.70
	5	23.44	23.81	23.94	23.62	22.96	21.77	20.81	21.12	21.92	22.23	22.34	22.56
	6	23.30	23.66	23.80	23.48	22.82	21.63	20.67	20.98	21.78	22.09	22.20	22.42
	7	23.15	23.52	23.66	23.34	22.68	21.49	20.53	20.84	21.64	21.95	22.06	22.28
	8	23.01	23.38	23.52	23.20	22.54	21.35	20.39	20.69	21.50	21.81	21.92	22.14
	9	22.87	23.24	23.38	23.06	22.40	21.21	20.25	20.55	21.36	21.67	21.78	22.00
	10	22.73	23.10	23.24	22.92	22.25	21.07	20.11	20.41	21.22	21.53	21.64	21.86
	11	22.59	22.96	23.10	22.77	22.11	20.93	19.97	20.27	21.08	21.39	21.50	21.72
	12	22.45	22.82	22.96	22.63	21.97	20.78	19.83	20.13	20.94	21.25	21.36	21.58
	13	22.31	22.68	22.81	22.49	21.83	20.64	19.69	19.99	20.79	21.11	21.21	21.44
	14	22.45	22.82	22.96	22.63	21.97	20.78	19.83	20.13	20.94	21.25	21.36	21.58
	15	22.59	22.96	23.10	22.77	22.11	20.93	19.97	20.27	21.08	21.39	21.50	21.72
	16	22.73	23.10	23.24	22.92	22.25	21.07	20.11	20.41	21.22	21.53	21.64	21.86
	17	22.87	23.24	23.38	23.06	22.39	21.21	20.25	20.55	21.36	21.67	21.78	22.00
	18	23.01	23.38	23.52	23.20	22.54	21.35	20.39	20.69	21.50	21.81	21.92	22.14
	19	23.15	23.52	23.66	23.34	22.68	21.49	20.53	20.83	21.64	21.95	22.06	22.28
	20	23.30	23.66	23.80	23.48	22.82	21.63	20.67	20.98	21.78	22.09	22.20	22.42
	21	23.44	23.81	23.94	23.62	22.96	21.77	20.81	21.12	21.92	22.23	22.34	22.56
	22	23.58	23.95	24.08	23.76	23.10	21.91	20.95	21.26	22.06	22.37	22.48	22.70
	23	23.72	24.09	24.23	23.90	23.24	22.05	21.09	21.40	22.20	22.51	22.62	22.84
	24	23.86	24.23	24.37	24.04	23.38	22.19	21.23	21.54	22.34	22.65	22.76	22.98
Daily Supply Amount	555.71	564.56	567.87	560.13	544.24	515.73	492.70	500.04	519.29	526.79	529.34	534.72	
Monthly Supply Amount	17226.86	15807.56	17604.02	16803.94	16871.50	15471.95	15273.62	15501.33	15578.81	16330.45	15880.14	16576.17	
Annual Supply Amount	194926.35												
Average Annual Supply Amount	22.25												

2. Supply Amount in 2027

The Supply Amount in 2027 is as follows:

Supply Amount - MWh													
Expected Hourly Generation (MWh)	Hour Ending	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	1	0.00	0.00	0.00	29.14	28.34	26.91	25.75	26.12	27.08	27.46	27.59	27.86
	2	0.00	0.00	0.00	28.97	28.17	26.74	25.58	25.95	26.92	27.29	27.42	27.69
	3	0.00	0.00	0.00	28.80	28.00	26.57	25.41	25.78	26.75	27.12	27.25	27.52
	4	0.00	0.00	0.00	28.63	27.83	26.40	25.24	25.61	26.58	26.95	27.08	27.35
	5	0.00	0.00	0.00	28.46	27.66	26.23	25.07	25.44	26.41	26.78	26.91	27.18
	6	0.00	0.00	0.00	28.29	27.49	26.06	24.90	25.27	26.24	26.61	26.74	27.01
	7	0.00	0.00	0.00	28.12	27.32	25.89	24.73	25.10	26.07	26.45	26.57	26.84
	8	0.00	0.00	0.00	27.95	27.15	25.72	24.56	24.93	25.90	26.28	26.40	26.67
	9	0.00	0.00	0.00	27.78	26.98	25.55	24.40	24.76	25.73	26.11	26.24	26.51
	10	0.00	0.00	0.00	27.61	26.81	25.38	24.23	24.59	25.56	25.94	26.07	26.34
	11	0.00	0.00	0.00	27.44	26.64	25.21	24.06	24.43	25.39	25.77	25.90	26.17
	12	0.00	0.00	0.00	27.27	26.47	25.04	23.89	24.26	25.22	25.60	25.73	26.00
	13	0.00	0.00	0.00	27.10	26.30	24.87	23.72	24.09	25.05	25.43	25.56	25.83
	14	0.00	0.00	0.00	27.27	26.47	25.04	23.89	24.26	25.22	25.60	25.73	26.00
	15	0.00	0.00	0.00	27.44	26.64	25.21	24.06	24.43	25.39	25.77	25.90	26.17
	16	0.00	0.00	0.00	27.61	26.81	25.38	24.23	24.59	25.56	25.94	26.07	26.34
	17	0.00	0.00	0.00	27.78	26.98	25.55	24.39	24.76	25.73	26.11	26.24	26.51
	18	0.00	0.00	0.00	27.95	27.15	25.72	24.56	24.93	25.90	26.28	26.40	26.67
	19	0.00	0.00	0.00	28.12	27.32	25.89	24.73	25.10	26.07	26.44	26.57	26.84
	20	0.00	0.00	0.00	28.29	27.49	26.06	24.90	25.27	26.24	26.61	26.74	27.01
	21	0.00	0.00	0.00	28.46	27.66	26.23	25.07	25.44	26.41	26.78	26.91	27.18
	22	0.00	0.00	0.00	28.63	27.83	26.40	25.24	25.61	26.58	26.95	27.08	27.35
	23	0.00	0.00	0.00	28.80	28.00	26.57	25.41	25.78	26.74	27.12	27.25	27.52
	24	0.00	0.00	0.00	28.97	28.17	26.74	25.58	25.95	26.91	27.29	27.42	27.69
Daily Supply Amount	0.00	0.00	0.00	674.86	655.71	621.36	593.61	602.46	625.65	634.69	637.76	644.24	
Monthly Supply Amount	0.00	0.00	0.00	20245.71	20327.10	18640.91	18401.95	18676.30	18769.65	19675.25	19132.70	19971.29	
Annual Supply Amount	173840.86												
Average Annual Supply Amount	19.84												

3. Supply Amount in 2028

The Supply Amount in 2028 is as follows:

Supply Amount - MWh													
Expected Hourly Generation (MWh)	Hour Ending	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	1	28.92	29.36	29.53	29.14	28.34	26.91	25.75	26.12	27.08	27.46	27.59	27.86
	2	28.75	29.19	29.36	28.97	28.17	26.74	25.58	25.95	26.92	27.29	27.42	27.69
	3	28.58	29.02	29.19	28.80	28.00	26.57	25.41	25.78	26.75	27.12	27.25	27.52
	4	28.41	28.85	29.02	28.63	27.83	26.40	25.24	25.61	26.58	26.95	27.08	27.35
	5	28.24	28.68	28.85	28.46	27.66	26.23	25.07	25.44	26.41	26.78	26.91	27.18
	6	28.07	28.51	28.68	28.29	27.49	26.06	24.90	25.27	26.24	26.61	26.74	27.01
	7	27.90	28.34	28.51	28.12	27.32	25.89	24.73	25.10	26.07	26.45	26.57	26.84
	8	27.73	28.17	28.34	27.95	27.15	25.72	24.56	24.93	25.90	26.28	26.40	26.67
	9	27.56	28.00	28.17	27.78	26.98	25.55	24.40	24.76	25.73	26.11	26.24	26.51
	10	27.39	27.83	28.00	27.61	26.81	25.38	24.23	24.59	25.56	25.94	26.07	26.34
	11	27.22	27.66	27.83	27.44	26.64	25.21	24.06	24.43	25.39	25.77	25.90	26.17
	12	27.04	27.49	27.66	27.27	26.47	25.04	23.89	24.26	25.22	25.60	25.73	26.00
	13	26.87	27.32	27.49	27.10	26.30	24.87	23.72	24.09	25.05	25.43	25.56	25.83
	14	27.04	27.49	27.66	27.27	26.47	25.04	23.89	24.26	25.22	25.60	25.73	26.00
	15	27.21	27.66	27.83	27.44	26.64	25.21	24.06	24.43	25.39	25.77	25.90	26.17
	16	27.39	27.83	28.00	27.61	26.81	25.38	24.23	24.59	25.56	25.94	26.07	26.34
	17	27.56	28.00	28.17	27.78	26.98	25.55	24.39	24.76	25.73	26.11	26.24	26.51
	18	27.73	28.17	28.34	27.95	27.15	25.72	24.56	24.93	25.90	26.28	26.40	26.67
	19	27.90	28.34	28.51	28.12	27.32	25.89	24.73	25.10	26.07	26.44	26.57	26.84
	20	28.07	28.51	28.68	28.29	27.49	26.06	24.90	25.27	26.24	26.61	26.74	27.01
	21	28.24	28.68	28.85	28.46	27.66	26.23	25.07	25.44	26.41	26.78	26.91	27.18
	22	28.41	28.85	29.02	28.63	27.83	26.40	25.24	25.61	26.58	26.95	27.08	27.35
	23	28.58	29.02	29.19	28.80	28.00	26.57	25.41	25.78	26.74	27.12	27.25	27.52
	24	28.75	29.19	29.36	28.97	28.17	26.74	25.58	25.95	26.91	27.29	27.42	27.69
Daily Supply Amount	669.52	680.19	684.18	674.86	655.71	621.36	593.61	602.46	625.65	634.69	637.76	644.24	
Monthly Supply Amount	20755.25	19045.25	21209.66	20245.71	20327.10	18640.91	18401.95	18676.30	18769.65	19675.25	19132.70	19971.29	
Annual Supply Amount	234851.02												
Average Annual Supply Amount	26.81												

4. Supply Amount in 2029

The Supply Amount in 2029 is as follows:

Supply Amount - MWh													
Expected Hourly Generation (MWh)	Hour Ending	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	1	27.91	28.34	28.50	28.12	27.35	25.97	24.85	25.20	26.14	26.50	26.62	26.88
	2	27.74	28.17	28.33	27.96	27.19	25.80	24.69	25.04	25.97	26.34	26.46	26.72
	3	27.58	28.01	28.17	27.79	27.02	25.64	24.52	24.88	25.81	26.17	26.30	26.56
	4	27.41	27.84	28.00	27.63	26.86	25.48	24.36	24.71	25.65	26.01	26.13	26.39
	5	27.25	27.68	27.84	27.46	26.69	25.31	24.20	24.55	25.48	25.85	25.97	26.23
	6	27.09	27.51	27.67	27.30	26.53	25.15	24.03	24.39	25.32	25.68	25.81	26.07
	7	26.92	27.35	27.51	27.14	26.37	24.98	23.87	24.22	25.16	25.52	25.64	25.90
	8	26.76	27.19	27.35	26.97	26.20	24.82	23.70	24.06	24.99	25.36	25.48	25.74
	9	26.59	27.02	27.18	26.81	26.04	24.66	23.54	23.90	24.83	25.19	25.32	25.58
	10	26.43	26.86	27.02	26.64	25.87	24.49	23.38	23.73	24.67	25.03	25.15	25.42
	11	26.26	26.69	26.85	26.48	25.71	24.33	23.21	23.57	24.50	24.87	24.99	25.25
	12	26.10	26.53	26.69	26.31	25.55	24.17	23.05	23.41	24.34	24.70	24.83	25.09
	13	25.93	26.36	26.52	26.15	25.38	24.00	22.89	23.24	24.18	24.54	24.67	24.93
	14	26.10	26.53	26.69	26.31	25.55	24.17	23.05	23.41	24.34	24.70	24.83	25.09
	15	26.26	26.69	26.85	26.48	25.71	24.33	23.21	23.57	24.50	24.87	24.99	25.25
	16	26.43	26.86	27.02	26.64	25.87	24.49	23.38	23.73	24.67	25.03	25.15	25.42
	17	26.59	27.02	27.18	26.81	26.04	24.66	23.54	23.90	24.83	25.19	25.32	25.58
	18	26.76	27.18	27.35	26.97	26.20	24.82	23.70	24.06	24.99	25.36	25.48	25.74
	19	26.92	27.35	27.51	27.13	26.36	24.98	23.87	24.22	25.16	25.52	25.64	25.90
	20	27.08	27.51	27.67	27.30	26.53	25.15	24.03	24.39	25.32	25.68	25.81	26.07
	21	27.25	27.68	27.84	27.46	26.69	25.31	24.19	24.55	25.48	25.85	25.97	26.23
	22	27.41	27.84	28.00	27.63	26.86	25.47	24.36	24.71	25.65	26.01	26.13	26.39
	23	27.58	28.01	28.17	27.79	27.02	25.64	24.52	24.88	25.81	26.17	26.29	26.55
	24	27.74	28.17	28.33	27.95	27.18	25.80	24.69	25.04	25.97	26.33	26.46	26.72
Daily Supply Amount	646.09	656.38	660.24	651.24	632.76	599.62	572.84	581.38	603.76	612.47	615.44	621.69	
Monthly Supply Amount	20028.82	18378.66	20467.32	19537.11	19615.65	17988.48	17757.89	18022.63	18112.71	18986.61	18463.05	19272.30	
Annual Supply Amount	226631.23												
Average Annual Supply Amount	25.87												

5. Supply Amount in 2030

The Supply Amount in 2030 is as follows:

2030													
Supply Amount - MWh													
Expected Hourly Generation (MWh)	Hour Ending	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	1	26.93	27.34	27.50	27.14	26.39	25.06	23.98	24.32	25.22	25.57	25.69	25.94
	2	26.77	27.19	27.34	26.98	26.23	24.90	23.82	24.17	25.06	25.41	25.53	25.78
	3	26.61	27.03	27.18	26.82	26.08	24.74	23.66	24.01	24.91	25.26	25.38	25.63
	4	26.45	26.87	27.02	26.66	25.92	24.58	23.51	23.85	24.75	25.10	25.22	25.47
	5	26.30	26.71	26.86	26.50	25.76	24.43	23.35	23.69	24.59	24.94	25.06	25.31
	6	26.14	26.55	26.71	26.34	25.60	24.27	23.19	23.53	24.43	24.78	24.90	25.15
	7	25.98	26.39	26.55	26.19	25.44	24.11	23.03	23.38	24.28	24.63	24.75	25.00
	8	25.82	26.23	26.39	26.03	25.28	23.95	22.88	23.22	24.12	24.47	24.59	24.84
	9	25.66	26.08	26.23	25.87	25.13	23.79	22.72	23.06	23.96	24.31	24.43	24.68
	10	25.50	25.92	26.07	25.71	24.97	23.64	22.56	22.90	23.80	24.15	24.27	24.53
	11	25.34	25.76	25.91	25.55	24.81	23.48	22.40	22.75	23.65	24.00	24.12	24.37
	12	25.18	25.60	25.75	25.39	24.65	23.32	22.24	22.59	23.49	23.84	23.96	24.21
	13	25.03	25.44	25.60	25.24	24.49	23.16	22.09	22.43	23.33	23.68	23.80	24.05
	14	25.18	25.60	25.75	25.39	24.65	23.32	22.24	22.59	23.49	23.84	23.96	24.21
	15	25.34	25.76	25.91	25.55	24.81	23.48	22.40	22.75	23.65	24.00	24.12	24.37
	16	25.50	25.92	26.07	25.71	24.97	23.64	22.56	22.90	23.80	24.15	24.27	24.53
	17	25.66	26.07	26.23	25.87	25.13	23.79	22.72	23.06	23.96	24.31	24.43	24.68
	18	25.82	26.23	26.39	26.03	25.28	23.95	22.87	23.22	24.12	24.47	24.59	24.84
	19	25.98	26.39	26.55	26.18	25.44	24.11	23.03	23.38	24.28	24.63	24.75	25.00
	20	26.14	26.55	26.71	26.34	25.60	24.27	23.19	23.53	24.43	24.78	24.90	25.15
	21	26.30	26.71	26.86	26.50	25.76	24.43	23.35	23.69	24.59	24.94	25.06	25.31
	22	26.45	26.87	27.02	26.66	25.92	24.58	23.51	23.85	24.75	25.10	25.22	25.47
	23	26.61	27.03	27.18	26.82	26.07	24.74	23.66	24.01	24.91	25.26	25.37	25.62
	24	26.77	27.18	27.34	26.98	26.23	24.90	23.82	24.16	25.06	25.41	25.53	25.78
Daily Supply Amount	623.48	633.41	637.13	628.44	610.62	578.63	552.79	561.03	582.63	591.03	593.89	599.93	
Monthly Supply Amount	19327.81	17735.41	19750.96	18853.31	18929.11	17358.88	17136.36	17391.84	17478.77	18322.08	17816.85	18597.77	
Annual Supply Amount	218699.14												
Average Annual Supply Amount	24.97												

6. Supply Amount in 2031

The Supply Amount in 2031 is as follows:

2031.00													
Supply Amount - MWh													
Expected Hourly Generation (MWh)	Hour Ending	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	1	25.99	26.39	26.54	26.19	25.47	24.18	23.14	23.47	24.34	24.68	24.79	25.03
	2	25.84	26.23	26.38	26.03	25.32	24.03	22.99	23.32	24.19	24.52	24.64	24.88
	3	25.68	26.08	26.23	25.88	25.16	23.88	22.84	23.17	24.03	24.37	24.49	24.73
	4	25.53	25.93	26.08	25.73	25.01	23.72	22.68	23.01	23.88	24.22	24.34	24.58
	5	25.38	25.77	25.92	25.57	24.86	23.57	22.53	22.86	23.73	24.07	24.18	24.43
	6	25.22	25.62	25.77	25.42	24.70	23.42	22.38	22.71	23.58	23.92	24.03	24.27
	7	25.07	25.47	25.62	25.27	24.55	23.27	22.23	22.56	23.43	23.76	23.88	24.12
	8	24.92	25.32	25.47	25.12	24.40	23.11	22.07	22.41	23.27	23.61	23.73	23.97
	9	24.76	25.16	25.31	24.96	24.25	22.96	21.92	22.25	23.12	23.46	23.58	23.82
	10	24.61	25.01	25.16	24.81	24.09	22.81	21.77	22.10	22.97	23.31	23.42	23.67
	11	24.46	24.86	25.01	24.66	23.94	22.66	21.62	21.95	22.82	23.16	23.27	23.52
	12	24.30	24.70	24.85	24.51	23.79	22.50	21.47	21.80	22.67	23.01	23.12	23.36
	13	24.15	24.55	24.70	24.35	23.64	22.35	21.31	21.65	22.51	22.85	22.97	23.21
	14	24.30	24.70	24.85	24.50	23.79	22.50	21.47	21.80	22.67	23.01	23.12	23.36
	15	24.46	24.86	25.01	24.66	23.94	22.66	21.62	21.95	22.82	23.16	23.27	23.52
	16	24.61	25.01	25.16	24.81	24.09	22.81	21.77	22.10	22.97	23.31	23.42	23.67
	17	24.76	25.16	25.31	24.96	24.25	22.96	21.92	22.25	23.12	23.46	23.58	23.82
	18	24.92	25.31	25.46	25.12	24.40	23.11	22.07	22.41	23.27	23.61	23.73	23.97
	19	25.07	25.47	25.62	25.27	24.55	23.27	22.23	22.56	23.43	23.76	23.88	24.12
	20	25.22	25.62	25.77	25.42	24.70	23.42	22.38	22.71	23.58	23.92	24.03	24.27
	21	25.37	25.77	25.92	25.57	24.86	23.57	22.53	22.86	23.73	24.07	24.18	24.42
	22	25.53	25.93	26.08	25.73	25.01	23.72	22.68	23.01	23.88	24.22	24.33	24.58
	23	25.68	26.08	26.23	25.88	25.16	23.87	22.84	23.17	24.03	24.37	24.49	24.73
	24	25.83	26.23	26.38	26.03	25.31	24.03	22.99	23.32	24.19	24.52	24.64	24.88
Daily Supply Amount	601.66	611.24	614.83	606.45	589.24	558.38	533.44	541.39	562.23	570.35	573.11	578.93	
Monthly Supply Amount	18651.33	17114.67	19059.68	18193.45	18266.59	16751.32	16536.59	16783.12	16867.01	17680.81	17193.26	17946.84	
Annual Supply Amount	211044.67												
Average Annual Supply Amount	24.09												

7. Supply Amount in 2032

The Supply Amount in 2032 is as follows:

2032.00													
Supply Amount - MWh													
Expected Hourly Generation (MWh)	Hour Ending	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	1	25.08	25.46	25.61	25.27	24.58	23.33	22.33	22.65	23.49	23.81	23.92	24.16
	2	24.93	25.32	25.46	25.12	24.43	23.19	22.18	22.50	23.34	23.67	23.78	24.01
	3	24.78	25.17	25.31	24.97	24.28	23.04	22.04	22.36	23.19	23.52	23.63	23.86
	4	24.64	25.02	25.16	24.83	24.13	22.89	21.89	22.21	23.05	23.37	23.48	23.72
	5	24.49	24.87	25.02	24.68	23.99	22.75	21.74	22.06	22.90	23.23	23.34	23.57
	6	24.34	24.72	24.87	24.53	23.84	22.60	21.60	21.92	22.75	23.08	23.19	23.42
	7	24.19	24.58	24.72	24.38	23.69	22.45	21.45	21.77	22.61	22.93	23.04	23.28
	8	24.04	24.43	24.57	24.24	23.55	22.30	21.30	21.62	22.46	22.79	22.90	23.13
	9	23.90	24.28	24.43	24.09	23.40	22.16	21.15	21.47	22.31	22.64	22.75	22.99
	10	23.75	24.13	24.28	23.94	23.25	22.01	21.01	21.33	22.17	22.49	22.60	22.84
	11	23.60	23.99	24.13	23.79	23.10	21.86	20.86	21.18	22.02	22.35	22.46	22.69
	12	23.45	23.84	23.98	23.65	22.96	21.72	20.71	21.03	21.87	22.20	22.31	22.55
	13	23.30	23.69	23.84	23.50	22.81	21.57	20.57	20.89	21.73	22.05	22.17	22.40
	14	23.45	23.84	23.98	23.65	22.96	21.72	20.71	21.03	21.87	22.20	22.31	22.55
	15	23.60	23.99	24.13	23.79	23.10	21.86	20.86	21.18	22.02	22.35	22.46	22.69
	16	23.75	24.13	24.28	23.94	23.25	22.01	21.01	21.33	22.17	22.49	22.60	22.84
	17	23.90	24.28	24.43	24.09	23.40	22.16	21.15	21.47	22.31	22.64	22.75	22.99
	18	24.04	24.43	24.57	24.24	23.55	22.30	21.30	21.62	22.46	22.79	22.90	23.13
	19	24.19	24.58	24.72	24.38	23.69	22.45	21.45	21.77	22.61	22.93	23.04	23.28
	20	24.34	24.72	24.87	24.53	23.84	22.60	21.60	21.91	22.75	23.08	23.19	23.42
	21	24.49	24.87	25.02	24.68	23.99	22.75	21.74	22.06	22.90	23.23	23.34	23.57
	22	24.63	25.02	25.16	24.83	24.13	22.89	21.89	22.21	23.05	23.37	23.48	23.72
	23	24.78	25.17	25.31	24.97	24.28	23.04	22.04	22.36	23.19	23.52	23.63	23.86
	24	24.93	25.31	25.46	25.12	24.43	23.19	22.18	22.50	23.34	23.67	23.78	24.01
Daily Supply Amount	580.60	589.84	593.31	585.22	568.62	538.83	514.77	522.44	542.56	550.39	553.05	558.67	
Monthly Supply Amount	17998.54	16515.66	18392.59	17556.68	17627.26	16165.02	15957.81	16195.72	16276.66	17061.98	16591.49	17318.70	
Annual Supply Amount	203658.11												
Average Annual Supply Amount	23.25												

8. Supply Amount in 2033

The Supply Amount in 2033 is as follows:

2033.00													
Supply Amount - MWh													
Expected Hourly Generation (MWh)	Hour Ending	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	1	24.20	24.57	24.71	24.38	23.72	22.52	21.55	21.86	22.67	22.98	23.09	23.31
	2	24.06	24.43	24.57	24.24	23.57	22.38	21.41	21.72	22.52	22.84	22.94	23.17
	3	23.92	24.29	24.43	24.10	23.43	22.23	21.27	21.57	22.38	22.70	22.80	23.03
	4	23.77	24.14	24.28	23.96	23.29	22.09	21.12	21.43	22.24	22.55	22.66	22.89
	5	23.63	24.00	24.14	23.82	23.15	21.95	20.98	21.29	22.10	22.41	22.52	22.75
	6	23.49	23.86	24.00	23.67	23.01	21.81	20.84	21.15	21.96	22.27	22.38	22.60
	7	23.35	23.72	23.86	23.53	22.86	21.67	20.70	21.01	21.82	22.13	22.24	22.46
	8	23.20	23.57	23.71	23.39	22.72	21.52	20.56	20.87	21.67	21.99	22.10	22.32
	9	23.06	23.43	23.57	23.25	22.58	21.38	20.41	20.72	21.53	21.85	21.95	22.18
	10	22.92	23.29	23.43	23.10	22.44	21.24	20.27	20.58	21.39	21.71	21.81	22.04
	11	22.77	23.15	23.29	22.96	22.29	21.10	20.13	20.44	21.25	21.56	21.67	21.90
	12	22.63	23.00	23.14	22.82	22.15	20.96	19.99	20.30	21.11	21.42	21.53	21.76
	13	22.49	22.86	23.00	22.68	22.01	20.81	19.85	20.16	20.97	21.28	21.39	21.62
	14	22.63	23.00	23.14	22.82	22.15	20.96	19.99	20.30	21.11	21.42	21.53	21.76
	15	22.77	23.15	23.29	22.96	22.29	21.10	20.13	20.44	21.25	21.56	21.67	21.90
	16	22.92	23.29	23.43	23.10	22.44	21.24	20.27	20.58	21.39	21.71	21.81	22.04
	17	23.06	23.43	23.57	23.25	22.58	21.38	20.41	20.72	21.53	21.85	21.95	22.18
	18	23.20	23.57	23.71	23.39	22.72	21.52	20.56	20.86	21.67	21.99	22.10	22.32
	19	23.34	23.72	23.86	23.53	22.86	21.67	20.70	21.01	21.81	22.13	22.24	22.46
	20	23.49	23.86	24.00	23.67	23.01	21.81	20.84	21.15	21.96	22.27	22.38	22.60
	21	23.63	24.00	24.14	23.81	23.15	21.95	20.98	21.29	22.10	22.41	22.52	22.75
	22	23.77	24.14	24.28	23.96	23.29	22.09	21.12	21.43	22.24	22.55	22.66	22.89
	23	23.91	24.29	24.42	24.10	23.43	22.23	21.26	21.57	22.38	22.70	22.80	23.03
	24	24.06	24.43	24.57	24.24	23.57	22.37	21.41	21.71	22.52	22.84	22.94	23.17
Daily Supply Amount	560.28	569.20	572.54	564.74	548.72	519.97	496.75	504.16	523.57	531.12	533.69	539.11	
Monthly Supply Amount	17368.59	15937.61	17748.85	16942.19	17010.30	15599.25	15399.28	15628.87	15706.98	16464.81	16010.79	16712.55	
Annual Supply Amount	196530.07												
Average Annual Supply Amount	22.43												

9. Supply Amount in 2034

The Supply Amount in 2034 is as follows:

2034.00													
Supply Amount - MWh													
Expected Hourly Generation (MWh)	Hour Ending	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	1	23.35	23.71	23.85	23.53	22.89	21.73	20.80	21.09	21.87	22.17	22.28	22.49
	2	23.22	23.57	23.71	23.39	22.75	21.59	20.66	20.96	21.74	22.04	22.14	22.36
	3	23.08	23.44	23.57	23.26	22.61	21.46	20.52	20.82	21.60	21.90	22.00	22.22
	4	22.94	23.30	23.43	23.12	22.47	21.32	20.38	20.68	21.46	21.77	21.87	22.09
	5	22.80	23.16	23.30	22.98	22.34	21.18	20.25	20.55	21.33	21.63	21.73	21.95
	6	22.67	23.02	23.16	22.84	22.20	21.04	20.11	20.41	21.19	21.49	21.60	21.81
	7	22.53	22.89	23.02	22.71	22.06	20.91	19.97	20.27	21.05	21.36	21.46	21.68
	8	22.39	22.75	22.88	22.57	21.93	20.77	19.84	20.13	20.92	21.22	21.32	21.54
	9	22.25	22.61	22.75	22.43	21.79	20.63	19.70	20.00	20.78	21.08	21.19	21.40
	10	22.11	22.47	22.61	22.30	21.65	20.50	19.56	19.86	20.64	20.95	21.05	21.27
	11	21.98	22.34	22.47	22.16	21.51	20.36	19.43	19.72	20.51	20.81	20.91	21.13
	12	21.84	22.20	22.33	22.02	21.38	20.22	19.29	19.59	20.37	20.67	20.78	21.00
	13	21.70	22.06	22.20	21.88	21.24	20.09	19.15	19.45	20.23	20.54	20.64	20.86
	14	21.84	22.20	22.33	22.02	21.38	20.22	19.29	19.59	20.37	20.67	20.78	21.00
	15	21.98	22.34	22.47	22.16	21.51	20.36	19.43	19.72	20.51	20.81	20.91	21.13
	16	22.11	22.47	22.61	22.30	21.65	20.50	19.56	19.86	20.64	20.95	21.05	21.27
	17	22.25	22.61	22.75	22.43	21.79	20.63	19.70	20.00	20.78	21.08	21.19	21.40
	18	22.39	22.75	22.88	22.57	21.93	20.77	19.84	20.13	20.91	21.22	21.32	21.54
	19	22.53	22.89	23.02	22.71	22.06	20.91	19.97	20.27	21.05	21.36	21.46	21.68
	20	22.67	23.02	23.16	22.84	22.20	21.04	20.11	20.41	21.19	21.49	21.59	21.81
	21	22.80	23.16	23.30	22.98	22.34	21.18	20.25	20.55	21.33	21.63	21.73	21.95
	22	22.94	23.30	23.43	23.12	22.47	21.32	20.38	20.68	21.46	21.77	21.87	22.09
	23	23.08	23.44	23.57	23.26	22.61	21.45	20.52	20.82	21.60	21.90	22.00	22.22
	24	23.22	23.57	23.71	23.39	22.75	21.59	20.66	20.96	21.74	22.04	22.14	22.36
Daily Supply Amount	540.67	549.28	552.50	544.97	529.51	501.78	479.36	486.51	505.24	512.53	515.01	520.25	
Monthly Supply Amount	16760.69	15379.79	17127.64	16349.22	16414.94	15053.27	14860.31	15081.86	15157.24	15888.54	15450.41	16127.61	
Annual Supply Amount	189651.52												
Average Annual Supply Amount	21.65												

10. Supply Amount in 2035

The Supply Amount in 2035 is as follows:

Supply Amount - MWh													
Expected Hourly Generation (MWh)	Hour Ending	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	1	22.54	22.88	23.01	22.71	22.09	20.97	20.07	20.35	21.11	21.40	21.50	21.71
	2	22.40	22.75	22.88	22.58	21.95	20.84	19.94	20.22	20.97	21.27	21.37	21.58
	3	22.27	22.62	22.75	22.44	21.82	20.70	19.80	20.09	20.84	21.14	21.23	21.44
	4	22.14	22.48	22.61	22.31	21.69	20.57	19.67	19.96	20.71	21.00	21.10	21.31
	5	22.01	22.35	22.48	22.18	21.56	20.44	19.54	19.83	20.58	20.87	20.97	21.18
	6	21.87	22.22	22.35	22.05	21.42	20.31	19.41	19.69	20.45	20.74	20.84	21.05
	7	21.74	22.09	22.22	21.91	21.29	20.18	19.27	19.56	20.32	20.61	20.71	20.92
	8	21.61	21.95	22.08	21.78	21.16	20.04	19.14	19.43	20.18	20.48	20.58	20.79
	9	21.47	21.82	21.95	21.65	21.03	19.91	19.01	19.30	20.05	20.34	20.44	20.66
	10	21.34	21.69	21.82	21.52	20.89	19.78	18.88	19.17	19.92	20.21	20.31	20.52
	11	21.21	21.55	21.69	21.38	20.76	19.65	18.75	19.03	19.79	20.08	20.18	20.39
	12	21.08	21.42	21.55	21.25	20.63	19.51	18.61	18.90	19.66	19.95	20.05	20.26
	13	20.94	21.29	21.42	21.12	20.50	19.38	18.48	18.77	19.52	19.82	19.92	20.13
	14	21.08	21.42	21.55	21.25	20.63	19.51	18.61	18.90	19.66	19.95	20.05	20.26
	15	21.21	21.55	21.68	21.38	20.76	19.65	18.75	19.03	19.79	20.08	20.18	20.39
	16	21.34	21.69	21.82	21.51	20.89	19.78	18.88	19.17	19.92	20.21	20.31	20.52
	17	21.47	21.82	21.95	21.65	21.03	19.91	19.01	19.30	20.05	20.34	20.44	20.66
	18	21.61	21.95	22.08	21.78	21.16	20.04	19.14	19.43	20.18	20.48	20.58	20.79
	19	21.74	22.09	22.21	21.91	21.29	20.18	19.27	19.56	20.31	20.61	20.71	20.92
	20	21.87	22.22	22.35	22.04	21.42	20.31	19.41	19.69	20.45	20.74	20.84	21.05
	21	22.00	22.35	22.48	22.18	21.56	20.44	19.54	19.83	20.58	20.87	20.97	21.18
	22	22.14	22.48	22.61	22.31	21.69	20.57	19.67	19.96	20.71	21.00	21.10	21.31
	23	22.27	22.62	22.75	22.44	21.82	20.70	19.80	20.09	20.84	21.13	21.23	21.44
	24	22.40	22.75	22.88	22.57	21.95	20.84	19.93	20.22	20.97	21.27	21.37	21.57
Daily Supply Amount	521.74	530.05	533.17	525.90	510.98	484.21	462.59	469.48	487.56	494.59	496.99	502.04	
Monthly Supply Amount	16174.06	14841.50	16528.17	15776.99	15840.42	14526.41	14340.20	14553.99	14626.73	15332.44	14909.65	15563.14	
Annual Supply Amount	183013.72												
Average Annual Supply Amount	20.89												

11. Supply Amount in 2036

The Supply Amount in 2036 is as follows:

2036.00													
Supply Amount - MWh													
Hour Ending	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
1	21.75	22.08	22.21	21.91	21.31	20.24	19.37	19.64	20.37	20.65	20.75	20.95	
2	21.62	21.95	22.08	21.79	21.18	20.11	19.24	19.51	20.24	20.52	20.62	20.82	
3	21.49	21.83	21.95	21.66	21.06	19.98	19.11	19.39	20.11	20.40	20.49	20.69	
4	21.36	21.70	21.82	21.53	20.93	19.85	18.98	19.26	19.99	20.27	20.36	20.57	
5	21.24	21.57	21.69	21.40	20.80	19.72	18.86	19.13	19.86	20.14	20.24	20.44	
6	21.11	21.44	21.57	21.27	20.67	19.60	18.73	19.00	19.73	20.01	20.11	20.31	
7	20.98	21.31	21.44	21.15	20.55	19.47	18.60	18.88	19.60	19.89	19.98	20.19	
8	20.85	21.18	21.31	21.02	20.42	19.34	18.47	18.75	19.48	19.76	19.86	20.06	
9	20.72	21.06	21.18	20.89	20.29	19.21	18.35	18.62	19.35	19.63	19.73	19.93	
10	20.59	20.93	21.05	20.76	20.16	19.09	18.22	18.50	19.22	19.51	19.60	19.81	
11	20.47	20.80	20.93	20.63	20.03	18.96	18.09	18.37	19.10	19.38	19.48	19.68	
12	20.34	20.67	20.80	20.51	19.91	18.83	17.96	18.24	18.97	19.25	19.35	19.55	
13	20.21	20.54	20.67	20.38	19.78	18.70	17.84	18.11	18.84	19.12	19.22	19.42	
14	20.34	20.67	20.80	20.51	19.91	18.83	17.96	18.24	18.97	19.25	19.35	19.55	
15	20.47	20.80	20.93	20.63	20.03	18.96	18.09	18.37	19.09	19.38	19.48	19.68	
16	20.59	20.93	21.05	20.76	20.16	19.09	18.22	18.50	19.22	19.51	19.60	19.81	
17	20.72	21.06	21.18	20.89	20.29	19.21	18.34	18.62	19.35	19.63	19.73	19.93	
18	20.85	21.18	21.31	21.02	20.42	19.34	18.47	18.75	19.48	19.76	19.86	20.06	
19	20.98	21.31	21.44	21.15	20.55	19.47	18.60	18.88	19.60	19.89	19.98	20.19	
20	21.11	21.44	21.57	21.27	20.67	19.60	18.73	19.00	19.73	20.01	20.11	20.31	
21	21.23	21.57	21.69	21.40	20.80	19.72	18.85	19.13	19.86	20.14	20.24	20.44	
22	21.36	21.70	21.82	21.53	20.93	19.85	18.98	19.26	19.99	20.27	20.36	20.57	
23	21.49	21.82	21.95	21.66	21.06	19.98	19.11	19.39	20.11	20.39	20.49	20.69	
24	21.62	21.95	22.08	21.78	21.18	20.11	19.24	19.51	20.24	20.52	20.62	20.82	
Daily Supply Amount	503.48	511.50	514.51	507.49	493.10	467.27	446.40	453.05	470.49	477.28	479.59	484.47	
Monthly Supply Amount	15607.97	14322.05	15949.69	15224.80	15286.01	14017.98	13838.29	14044.60	14114.80	14795.81	14387.81	15018.43	
Annual Supply Amount	176608.24												
Average Annual Supply Amount	20.16												

12. Supply Amount in 2037

The Supply Amount in 2037 is as follows:

2037.00													
Supply Amount - MWh													
Expected Hourly Generation (MWh)	Hour Ending	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	1	20.99	21.31	21.43	21.15	20.57	19.53	18.69	18.95	19.65	19.93	20.02	20.21
	2	20.86	21.18	21.31	21.02	20.44	19.40	18.56	18.83	19.53	19.80	19.90	20.09
	3	20.74	21.06	21.18	20.90	20.32	19.28	18.44	18.71	19.41	19.68	19.77	19.97
	4	20.62	20.94	21.06	20.78	20.20	19.16	18.32	18.59	19.29	19.56	19.65	19.85
	5	20.49	20.81	20.93	20.65	20.07	19.03	18.20	18.46	19.16	19.44	19.53	19.72
	6	20.37	20.69	20.81	20.53	19.95	18.91	18.07	18.34	19.04	19.31	19.41	19.60
	7	20.24	20.57	20.69	20.41	19.83	18.79	17.95	18.22	18.92	19.19	19.28	19.48
	8	20.12	20.44	20.56	20.28	19.70	18.67	17.83	18.09	18.80	19.07	19.16	19.36
	9	20.00	20.32	20.44	20.16	19.58	18.54	17.70	17.97	18.67	18.95	19.04	19.23
	10	19.87	20.20	20.32	20.04	19.46	18.42	17.58	17.85	18.55	18.82	18.92	19.11
	11	19.75	20.07	20.19	19.91	19.33	18.30	17.46	17.73	18.43	18.70	18.79	18.99
	12	19.63	19.95	20.07	19.79	19.21	18.17	17.33	17.60	18.30	18.58	18.67	18.87
	13	19.50	19.83	19.95	19.67	19.09	18.05	17.21	17.48	18.18	18.45	18.55	18.75
	14	19.63	19.95	20.07	19.79	19.21	18.17	17.33	17.60	18.30	18.58	18.67	18.87
	15	19.75	20.07	20.19	19.91	19.33	18.30	17.46	17.72	18.43	18.70	18.79	18.99
	16	19.87	20.20	20.32	20.04	19.46	18.42	17.58	17.85	18.55	18.82	18.92	19.11
	17	20.00	20.32	20.44	20.16	19.58	18.54	17.70	17.97	18.67	18.95	19.04	19.23
	18	20.12	20.44	20.56	20.28	19.70	18.66	17.83	18.09	18.79	19.07	19.16	19.36
	19	20.24	20.57	20.69	20.41	19.83	18.79	17.95	18.22	18.92	19.19	19.28	19.48
	20	20.37	20.69	20.81	20.53	19.95	18.91	18.07	18.34	19.04	19.31	19.41	19.60
	21	20.49	20.81	20.93	20.65	20.07	19.03	18.19	18.46	19.16	19.44	19.53	19.72
	22	20.61	20.94	21.06	20.78	20.20	19.16	18.32	18.58	19.29	19.56	19.65	19.85
	23	20.74	21.06	21.18	20.90	20.32	19.28	18.44	18.71	19.41	19.68	19.77	19.97
	24	20.86	21.18	21.30	21.02	20.44	19.40	18.56	18.83	19.53	19.80	19.90	20.09
Daily Supply Amount	485.86	493.60	496.50	489.73	475.84	450.91	430.77	437.19	454.03	460.58	462.81	467.51	
Monthly Supply Amount	15061.69	13820.78	15391.45	14691.93	14751.00	13527.36	13353.95	13553.04	13620.78	14277.95	13884.24	14492.79	
Annual Supply Amount	170426.95												
Average Annual Supply Amount	19.46												

13. Supply Amount in 2038

The Supply Amount in 2038 is as follows:

2038.00													
Supply Amount - MWh													
Hour Ending	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
1	20.25	20.56	20.68	20.41	19.85	18.84	18.03	18.29	18.97	19.23	19.32	19.51	
2	20.13	20.44	20.56	20.29	19.73	18.72	17.91	18.17	18.85	19.11	19.20	19.39	
3	20.01	20.32	20.44	20.17	19.61	18.61	17.80	18.05	18.73	18.99	19.08	19.27	
4	19.89	20.20	20.32	20.05	19.49	18.49	17.68	17.93	18.61	18.87	18.96	19.15	
5	19.77	20.09	20.20	19.93	19.37	18.37	17.56	17.82	18.49	18.76	18.85	19.03	
6	19.66	19.97	20.08	19.81	19.25	18.25	17.44	17.70	18.37	18.64	18.73	18.92	
7	19.54	19.85	19.96	19.69	19.13	18.13	17.32	17.58	18.26	18.52	18.61	18.80	
8	19.42	19.73	19.84	19.57	19.01	18.01	17.20	17.46	18.14	18.40	18.49	18.68	
9	19.30	19.61	19.73	19.45	18.89	17.89	17.08	17.34	18.02	18.28	18.37	18.56	
10	19.18	19.49	19.61	19.33	18.78	17.77	16.96	17.22	17.90	18.16	18.25	18.44	
11	19.06	19.37	19.49	19.22	18.66	17.66	16.85	17.10	17.78	18.05	18.14	18.33	
12	18.94	19.25	19.37	19.10	18.54	17.54	16.73	16.99	17.66	17.93	18.02	18.21	
13	18.82	19.13	19.25	18.98	18.42	17.42	16.61	16.87	17.54	17.81	17.90	18.09	
14	18.94	19.25	19.37	19.10	18.54	17.54	16.73	16.99	17.66	17.93	18.02	18.21	
15	19.06	19.37	19.49	19.22	18.66	17.66	16.85	17.10	17.78	18.05	18.14	18.33	
16	19.18	19.49	19.61	19.33	18.78	17.77	16.96	17.22	17.90	18.16	18.25	18.44	
17	19.30	19.61	19.72	19.45	18.89	17.89	17.08	17.34	18.02	18.28	18.37	18.56	
18	19.42	19.73	19.84	19.57	19.01	18.01	17.20	17.46	18.14	18.40	18.49	18.68	
19	19.54	19.85	19.96	19.69	19.13	18.13	17.32	17.58	18.26	18.52	18.61	18.80	
20	19.65	19.97	20.08	19.81	19.25	18.25	17.44	17.70	18.37	18.64	18.73	18.92	
21	19.77	20.08	20.20	19.93	19.37	18.37	17.56	17.82	18.49	18.76	18.84	19.03	
22	19.89	20.20	20.32	20.05	19.49	18.49	17.68	17.93	18.61	18.87	18.96	19.15	
23	20.01	20.32	20.44	20.17	19.61	18.61	17.79	18.05	18.73	18.99	19.08	19.27	
24	20.13	20.44	20.56	20.29	19.73	18.72	17.91	18.17	18.85	19.11	19.20	19.39	
Daily Supply Amount	468.86	476.32	479.12	472.59	459.18	435.13	415.70	421.89	438.14	444.46	446.61	451.15	
Monthly Supply Amount	14534.53	13337.05	14852.75	14177.71	14234.71	13053.90	12886.56	13078.68	13144.05	13778.23	13398.29	13985.54	
Annual Supply Amount	164462.01												
Average Annual Supply Amount	18.77												

14. Supply Amount in 2039

The Supply Amount in 2039 is as follows:

2039.00													
Supply Amount - MWh													
Expected Hourly Generation (MWh)	Hour Ending	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	1	19.54	19.84	19.95	19.69	19.15	18.18	17.40	17.65	18.30	18.56	18.64	18.82
	2	19.43	19.73	19.84	19.58	19.04	18.07	17.29	17.54	18.19	18.44	18.53	18.71
	3	19.31	19.61	19.72	19.46	18.92	17.95	17.17	17.42	18.07	18.33	18.41	18.60
	4	19.20	19.50	19.61	19.35	18.81	17.84	17.06	17.31	17.96	18.21	18.30	18.48
	5	19.08	19.38	19.49	19.23	18.69	17.73	16.94	17.19	17.85	18.10	18.19	18.37
	6	18.97	19.27	19.38	19.12	18.58	17.61	16.83	17.08	17.73	17.99	18.07	18.25
	7	18.85	19.15	19.26	19.00	18.46	17.50	16.71	16.96	17.62	17.87	17.96	18.14
	8	18.74	19.04	19.15	18.89	18.35	17.38	16.60	16.85	17.50	17.76	17.84	18.03
	9	18.62	18.92	19.03	18.77	18.23	17.27	16.49	16.73	17.39	17.64	17.73	17.91
	10	18.51	18.81	18.92	18.66	18.12	17.15	16.37	16.62	17.27	17.53	17.62	17.80
	11	18.39	18.69	18.80	18.54	18.00	17.04	16.26	16.51	17.16	17.41	17.50	17.68
	12	18.28	18.58	18.69	18.43	17.89	16.92	16.14	16.39	17.05	17.30	17.39	17.57
	13	18.16	18.46	18.57	18.31	17.77	16.81	16.03	16.28	16.93	17.19	17.27	17.46
	14	18.28	18.58	18.69	18.43	17.89	16.92	16.14	16.39	17.05	17.30	17.39	17.57
	15	18.39	18.69	18.80	18.54	18.00	17.04	16.26	16.51	17.16	17.41	17.50	17.68
	16	18.51	18.81	18.92	18.66	18.12	17.15	16.37	16.62	17.27	17.53	17.62	17.80
	17	18.62	18.92	19.03	18.77	18.23	17.27	16.49	16.73	17.39	17.64	17.73	17.91
	18	18.74	19.04	19.15	18.89	18.35	17.38	16.60	16.85	17.50	17.76	17.84	18.03
	19	18.85	19.15	19.26	19.00	18.46	17.50	16.71	16.96	17.62	17.87	17.96	18.14
	20	18.97	19.27	19.38	19.12	18.58	17.61	16.83	17.08	17.73	17.98	18.07	18.25
	21	19.08	19.38	19.49	19.23	18.69	17.72	16.94	17.19	17.84	18.10	18.19	18.37
	22	19.20	19.50	19.61	19.35	18.81	17.84	17.06	17.31	17.96	18.21	18.30	18.48
	23	19.31	19.61	19.72	19.46	18.92	17.95	17.17	17.42	18.07	18.33	18.41	18.60
	24	19.43	19.73	19.84	19.58	19.04	18.07	17.29	17.54	18.19	18.44	18.53	18.71
Daily Supply Amount	452.45	459.65	462.35	456.05	443.11	419.90	401.15	407.13	422.80	428.90	430.98	435.36	
Monthly Supply Amount	14025.83	12870.25	14332.90	13681.49	13736.50	12597.01	12435.53	12620.93	12684.01	13295.99	12929.35	13496.05	
Annual Supply Amount	158705.84												
Average Annual Supply Amount	18.12												

15. Supply Amount in 2040

The Supply Amount in 2040 is as follows:

2040.00													
Supply Amount - MWh													
Expected Hourly Generation (MWh)	Hour Ending	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	1	18.86	19.15	19.26	19.00	18.48	17.55	16.79	17.03	17.66	17.91	17.99	18.17
	2	18.75	19.04	19.15	18.89	18.37	17.44	16.68	16.92	17.55	17.80	17.88	18.06
	3	18.64	18.93	19.03	18.78	18.26	17.33	16.57	16.81	17.44	17.69	17.77	17.95
	4	18.53	18.82	18.92	18.67	18.15	17.22	16.46	16.70	17.33	17.58	17.66	17.84
	5	18.41	18.70	18.81	18.56	18.04	17.11	16.35	16.59	17.22	17.47	17.55	17.73
	6	18.30	18.59	18.70	18.45	17.93	16.99	16.24	16.48	17.11	17.36	17.44	17.62
	7	18.19	18.48	18.59	18.34	17.82	16.88	16.13	16.37	17.00	17.25	17.33	17.51
	8	18.08	18.37	18.48	18.23	17.71	16.77	16.02	16.26	16.89	17.14	17.22	17.40
	9	17.97	18.26	18.37	18.12	17.60	16.66	15.91	16.15	16.78	17.03	17.11	17.29
	10	17.86	18.15	18.26	18.00	17.48	16.55	15.80	16.04	16.67	16.91	17.00	17.18
	11	17.75	18.04	18.15	17.89	17.37	16.44	15.69	15.93	16.56	16.80	16.89	17.07
	12	17.64	17.93	18.04	17.78	17.26	16.33	15.58	15.82	16.45	16.69	16.78	16.95
	13	17.53	17.82	17.92	17.67	17.15	16.22	15.47	15.71	16.34	16.58	16.67	16.84
	14	17.64	17.93	18.04	17.78	17.26	16.33	15.58	15.82	16.45	16.69	16.78	16.95
	15	17.75	18.04	18.15	17.89	17.37	16.44	15.69	15.93	16.56	16.80	16.89	17.06
	16	17.86	18.15	18.26	18.00	17.48	16.55	15.80	16.04	16.67	16.91	17.00	17.17
	17	17.97	18.26	18.37	18.12	17.60	16.66	15.91	16.15	16.78	17.02	17.11	17.28
	18	18.08	18.37	18.48	18.23	17.71	16.77	16.02	16.26	16.89	17.14	17.22	17.39
	19	18.19	18.48	18.59	18.34	17.82	16.88	16.13	16.37	17.00	17.25	17.33	17.50
	20	18.30	18.59	18.70	18.45	17.93	16.99	16.24	16.48	17.11	17.36	17.44	17.61
	21	18.41	18.70	18.81	18.56	18.04	17.10	16.35	16.59	17.22	17.47	17.55	17.72
	22	18.53	18.81	18.92	18.67	18.15	17.22	16.46	16.70	17.33	17.58	17.66	17.83
	23	18.64	18.93	19.03	18.78	18.26	17.33	16.57	16.81	17.44	17.69	17.77	17.94
	24	18.75	19.04	19.14	18.89	18.37	17.44	16.68	16.92	17.55	17.80	17.88	18.05
Daily Supply Amount	436.61	443.56	446.17	440.09	427.60	405.20	387.11	392.88	408.00	413.89	415.89	420.12	
Monthly Supply Amount	13534.92	12419.79	13831.25	13202.64	13255.72	12156.12	12000.29	12179.20	12240.07	12830.63	12476.82	13023.69	
Annual Supply Amount	153151.13												
Average Annual Supply Amount	17.48												

16. Supply Amount in 2041

The Supply Amount in 2041 is as follows:

2041.00													
Supply Amount - MWh													
Expected Hourly Generation (MWh)	Hour Ending	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	1	18.20	18.48	18.58	18.34	17.83	16.93	16.21	16.44	17.04	17.28	17.36	17.53
	2	18.09	18.37	18.48	18.23	17.73	16.83	16.10	16.33	16.94	17.17	17.25	17.42
	3	17.98	18.26	18.37	18.12	17.62	16.72	15.99	16.22	16.83	17.07	17.15	17.32
	4	17.88	18.16	18.26	18.02	17.51	16.61	15.89	16.12	16.72	16.96	17.04	17.21
	5	17.77	18.05	18.15	17.91	17.41	16.51	15.78	16.01	16.62	16.85	16.94	17.10
	6	17.66	17.94	18.05	17.80	17.30	16.40	15.67	15.90	16.51	16.75	16.83	17.00
	7	17.56	17.84	17.94	17.70	17.19	16.29	15.57	15.80	16.41	16.64	16.72	16.89
	8	17.45	17.73	17.83	17.59	17.09	16.19	15.46	15.69	16.30	16.54	16.62	16.79
	9	17.34	17.62	17.73	17.48	16.98	16.08	15.35	15.58	16.19	16.43	16.51	16.68
	10	17.23	17.51	17.62	17.37	16.87	15.97	15.25	15.48	16.09	16.32	16.40	16.57
	11	17.13	17.41	17.51	17.27	16.77	15.87	15.14	15.37	15.98	16.22	16.30	16.47
	12	17.02	17.30	17.40	17.16	16.66	15.76	15.03	15.26	15.87	16.11	16.19	16.36
	13	16.91	17.19	17.30	17.05	16.55	15.65	14.92	15.16	15.77	16.00	16.08	16.26
	14	17.02	17.30	17.40	17.16	16.66	15.76	15.03	15.26	15.87	16.11	16.19	16.36
	15	17.13	17.41	17.51	17.27	16.77	15.87	15.14	15.37	15.98	16.22	16.30	16.47
	16	17.23	17.51	17.62	17.37	16.87	15.97	15.24	15.48	16.09	16.32	16.40	16.57
	17	17.34	17.62	17.73	17.48	16.98	16.08	15.35	15.58	16.19	16.43	16.51	16.68
	18	17.45	17.73	17.83	17.59	17.09	16.19	15.46	15.69	16.30	16.54	16.62	16.79
	19	17.56	17.83	17.94	17.69	17.19	16.29	15.56	15.80	16.40	16.64	16.72	16.89
	20	17.66	17.94	18.05	17.80	17.30	16.40	15.67	15.90	16.51	16.75	16.83	17.00
	21	17.77	18.05	18.15	17.91	17.41	16.51	15.78	16.01	16.62	16.85	16.93	17.10
	22	17.88	18.16	18.26	18.02	17.51	16.61	15.88	16.12	16.72	16.96	17.04	17.21
	23	17.98	18.26	18.37	18.12	17.62	16.72	15.99	16.22	16.83	17.07	17.15	17.32
	24	18.09	18.37	18.47	18.23	17.73	16.83	16.10	16.33	16.94	17.17	17.25	17.42
Daily Supply Amount	421.33	428.04	430.55	424.68	412.64	391.02	373.56	379.13	393.72	399.41	401.34	405.41	
Monthly Supply Amount	13061.20	11985.10	13347.16	12740.55	12791.77	11730.65	11580.28	11752.92	11811.67	12381.56	12040.13	12567.86	
Annual Supply Amount	147790.84												
Average Annual Supply Amount	16.87												

17. Supply Amount in 2042

The Supply Amount in 2042 is as follows:

2042.00													
Supply Amount - MWh													
Expected Hourly Generation (MWh)	Hour Ending	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	1	17.56	17.83	17.93	17.70	17.21	16.34	15.64	15.86	16.45	16.68	16.75	16.92
	2	17.46	17.73	17.83	17.59	17.11	16.24	15.54	15.76	16.34	16.57	16.65	16.81
	3	17.36	17.62	17.73	17.49	17.00	16.13	15.43	15.66	16.24	16.47	16.55	16.71
	4	17.25	17.52	17.62	17.39	16.90	16.03	15.33	15.55	16.14	16.37	16.44	16.61
	5	17.15	17.42	17.52	17.28	16.80	15.93	15.23	15.45	16.04	16.26	16.34	16.51
	6	17.04	17.31	17.42	17.18	16.69	15.83	15.12	15.35	15.93	16.16	16.24	16.40
	7	16.94	17.21	17.31	17.08	16.59	15.72	15.02	15.24	15.83	16.06	16.14	16.30
	8	16.84	17.11	17.21	16.97	16.49	15.62	14.92	15.14	15.73	15.96	16.03	16.20
	9	16.73	17.00	17.11	16.87	16.39	15.52	14.81	15.04	15.63	15.85	15.93	16.10
	10	16.63	16.90	17.00	16.77	16.28	15.41	14.71	14.94	15.52	15.75	15.83	15.99
	11	16.53	16.80	16.90	16.66	16.18	15.31	14.61	14.83	15.42	15.65	15.73	15.89
	12	16.42	16.69	16.80	16.56	16.08	15.21	14.51	14.73	15.32	15.55	15.62	15.79
	13	16.32	16.59	16.69	16.46	15.97	15.10	14.40	14.63	15.21	15.44	15.52	15.69
	14	16.42	16.69	16.80	16.56	16.08	15.21	14.51	14.73	15.32	15.55	15.62	15.79
	15	16.53	16.80	16.90	16.66	16.18	15.31	14.61	14.83	15.42	15.65	15.73	15.89
	16	16.63	16.90	17.00	16.77	16.28	15.41	14.71	14.94	15.52	15.75	15.83	15.99
	17	16.73	17.00	17.11	16.87	16.39	15.52	14.81	15.04	15.63	15.85	15.93	16.10
	18	16.84	17.11	17.21	16.97	16.49	15.62	14.92	15.14	15.73	15.96	16.03	16.20
	19	16.94	17.21	17.31	17.08	16.59	15.72	15.02	15.24	15.83	16.06	16.14	16.30
	20	17.04	17.31	17.41	17.18	16.69	15.83	15.12	15.35	15.93	16.16	16.24	16.40
	21	17.15	17.42	17.52	17.28	16.80	15.93	15.23	15.45	16.04	16.26	16.34	16.51
	22	17.25	17.52	17.62	17.39	16.90	16.03	15.33	15.55	16.14	16.37	16.44	16.61
	23	17.35	17.62	17.72	17.49	17.00	16.13	15.43	15.65	16.24	16.47	16.55	16.71
	24	17.46	17.73	17.83	17.59	17.11	16.24	15.53	15.76	16.34	16.57	16.65	16.81
Daily Supply Amount	406.58	413.06	415.48	409.82	398.20	377.34	360.48	365.86	379.94	385.43	387.29	391.23	
Monthly Supply Amount	12604.06	11565.62	12880.01	12294.63	12344.06	11320.08	11174.97	11341.57	11398.26	11948.20	11618.73	12127.98	
Annual Supply Amount	142618.16												
Average Annual Supply Amount	16.28												

18. Supply Amount in 2043

The Supply Amount in 2043 is as follows:

2043.00													
Supply Amount - MWh													
Expected Hourly Generation (MWh)	Hour Ending	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	1	16.95	17.21	17.30	17.08	16.61	15.77	15.09	15.31	15.87	16.09	16.17	16.32
	2	16.85	17.11	17.20	16.98	16.51	15.67	14.99	15.21	15.77	15.99	16.07	16.23
	3	16.75	17.01	17.11	16.88	16.41	15.57	14.89	15.11	15.67	15.89	15.97	16.13
	4	16.65	16.91	17.01	16.78	16.31	15.47	14.79	15.01	15.57	15.79	15.87	16.03
	5	16.55	16.81	16.91	16.68	16.21	15.37	14.69	14.91	15.48	15.70	15.77	15.93
	6	16.45	16.71	16.81	16.58	16.11	15.27	14.59	14.81	15.38	15.60	15.67	15.83
	7	16.35	16.61	16.71	16.48	16.01	15.17	14.49	14.71	15.28	15.50	15.57	15.73
	8	16.25	16.51	16.61	16.38	15.91	15.07	14.40	14.61	15.18	15.40	15.47	15.63
	9	16.15	16.41	16.51	16.28	15.81	14.97	14.30	14.51	15.08	15.30	15.37	15.53
	10	16.05	16.31	16.41	16.18	15.71	14.87	14.20	14.41	14.98	15.20	15.28	15.43
	11	15.95	16.21	16.31	16.08	15.61	14.77	14.10	14.31	14.88	15.10	15.18	15.34
	12	15.85	16.11	16.21	15.98	15.51	14.68	14.00	14.21	14.78	15.00	15.08	15.24
	13	15.75	16.01	16.11	15.88	15.41	14.58	13.90	14.12	14.68	14.90	14.98	15.14
	14	15.85	16.11	16.21	15.98	15.51	14.67	14.00	14.21	14.78	15.00	15.08	15.24
	15	15.95	16.21	16.31	16.08	15.61	14.77	14.10	14.31	14.88	15.10	15.18	15.34
	16	16.05	16.31	16.41	16.18	15.71	14.87	14.20	14.41	14.98	15.20	15.28	15.43
	17	16.15	16.41	16.51	16.28	15.81	14.97	14.30	14.51	15.08	15.30	15.37	15.53
	18	16.25	16.51	16.61	16.38	15.91	15.07	14.39	14.61	15.18	15.40	15.47	15.63
	19	16.35	16.61	16.71	16.48	16.01	15.17	14.49	14.71	15.28	15.50	15.57	15.73
	20	16.45	16.71	16.81	16.58	16.11	15.27	14.59	14.81	15.38	15.60	15.67	15.83
	21	16.55	16.81	16.91	16.68	16.21	15.37	14.69	14.91	15.47	15.70	15.77	15.93
	22	16.65	16.91	17.00	16.78	16.31	15.47	14.79	15.01	15.57	15.79	15.87	16.03
	23	16.75	17.01	17.10	16.88	16.41	15.57	14.89	15.11	15.67	15.89	15.97	16.13
	24	16.85	17.11	17.20	16.98	16.51	15.67	14.99	15.21	15.77	15.99	16.07	16.22
Daily Supply Amount	392.35	398.60	400.94	395.48	384.26	364.13	347.87	353.05	366.64	371.94	373.74	377.53	
Monthly Supply Amount	12162.92	11160.83	12429.21	11864.32	11912.01	10923.88	10783.85	10944.62	10999.32	11530.01	11212.07	11703.50	
Annual Supply Amount	137626.53												
Average Annual Supply Amount	15.71												

19. Supply Amount in 2044

The Supply Amount in 2044 is as follows:

2044.00													
Supply Amount - MWh													
Expected Hourly Generation (MWh)	Hour Ending	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	1	16.36	16.61	16.70	16.48	16.03	15.22	14.56	14.77	15.32	15.53	15.60	15.75
	2	16.26	16.51	16.60	16.38	15.93	15.12	14.47	14.67	15.22	15.43	15.51	15.66
	3	16.16	16.41	16.51	16.29	15.83	15.03	14.37	14.58	15.13	15.34	15.41	15.56
	4	16.07	16.32	16.41	16.19	15.74	14.93	14.27	14.48	15.03	15.24	15.31	15.47
	5	15.97	16.22	16.31	16.09	15.64	14.83	14.18	14.39	14.93	15.15	15.22	15.37
	6	15.87	16.12	16.22	16.00	15.55	14.74	14.08	14.29	14.84	15.05	15.12	15.28
	7	15.78	16.03	16.12	15.90	15.45	14.64	13.99	14.20	14.74	14.96	15.03	15.18
	8	15.68	15.93	16.03	15.81	15.35	14.55	13.89	14.10	14.65	14.86	14.93	15.08
	9	15.58	15.83	15.93	15.71	15.26	14.45	13.80	14.00	14.55	14.76	14.84	14.99
	10	15.49	15.74	15.83	15.61	15.16	14.35	13.70	13.91	14.46	14.67	14.74	14.89
	11	15.39	15.64	15.74	15.52	15.07	14.26	13.60	13.81	14.36	14.57	14.65	14.80
	12	15.29	15.55	15.64	15.42	14.97	14.16	13.51	13.72	14.26	14.48	14.55	14.70
	13	15.20	15.45	15.54	15.32	14.87	14.07	13.41	13.62	14.17	14.38	14.45	14.61
	14	15.29	15.55	15.64	15.42	14.97	14.16	13.51	13.72	14.26	14.48	14.55	14.70
	15	15.39	15.64	15.74	15.52	15.07	14.26	13.60	13.81	14.36	14.57	14.65	14.80
	16	15.49	15.74	15.83	15.61	15.16	14.35	13.70	13.91	14.46	14.67	14.74	14.89
	17	15.58	15.83	15.93	15.71	15.26	14.45	13.80	14.00	14.55	14.76	14.84	14.99
	18	15.68	15.93	16.02	15.81	15.35	14.54	13.89	14.10	14.65	14.86	14.93	15.08
	19	15.78	16.03	16.12	15.90	15.45	14.64	13.99	14.20	14.74	14.95	15.03	15.18
	20	15.87	16.12	16.22	16.00	15.55	14.74	14.08	14.29	14.84	15.05	15.12	15.28
	21	15.97	16.22	16.31	16.09	15.64	14.83	14.18	14.39	14.93	15.15	15.22	15.37
	22	16.06	16.32	16.41	16.19	15.74	14.93	14.27	14.48	15.03	15.24	15.31	15.47
	23	16.16	16.41	16.51	16.29	15.83	15.02	14.37	14.58	15.12	15.34	15.41	15.56
	24	16.26	16.51	16.60	16.38	15.93	15.12	14.47	14.67	15.22	15.43	15.50	15.66
Daily Supply Amount	378.62	384.65	386.91	381.64	370.81	351.38	335.69	340.70	353.81	358.92	360.65	364.32	
Monthly Supply Amount	11737.21	10770.20	11994.18	11449.07	11495.09	10541.54	10406.41	10561.56	10614.34	11126.46	10819.65	11293.88	
Annual Supply Amount	132809.60												
Average Annual Supply Amount	15.16												

20. Supply Amount in 2045

The Supply Amount in 2045 is as follows:

2045.00													
Supply Amount - MWh													
Expected Hourly Generation (MWh)	Hour Ending	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	1	15.78	16.02	16.11	15.90	15.47	14.68	14.05	14.25	14.78	14.99	15.05	15.20
	2	15.69	15.93	16.02	15.81	15.37	14.59	13.96	14.16	14.69	14.89	14.96	15.11
	3	15.60	15.84	15.93	15.72	15.28	14.50	13.87	14.07	14.60	14.80	14.87	15.02
	4	15.50	15.75	15.84	15.62	15.19	14.41	13.78	13.98	14.50	14.71	14.78	14.93
	5	15.41	15.65	15.74	15.53	15.10	14.31	13.68	13.88	14.41	14.62	14.69	14.83
	6	15.32	15.56	15.65	15.44	15.00	14.22	13.59	13.79	14.32	14.52	14.59	14.74
	7	15.22	15.47	15.56	15.35	14.91	14.13	13.50	13.70	14.23	14.43	14.50	14.65
	8	15.13	15.37	15.46	15.25	14.82	14.04	13.41	13.61	14.13	14.34	14.41	14.56
	9	15.04	15.28	15.37	15.16	14.72	13.94	13.31	13.51	14.04	14.25	14.32	14.46
	10	14.94	15.19	15.28	15.07	14.63	13.85	13.22	13.42	13.95	14.15	14.23	14.37
	11	14.85	15.09	15.19	14.97	14.54	13.76	13.13	13.33	13.86	14.06	14.13	14.28
	12	14.76	15.00	15.09	14.88	14.45	13.67	13.04	13.24	13.76	13.97	14.04	14.19
	13	14.67	14.91	15.00	14.79	14.35	13.57	12.94	13.14	13.67	13.88	13.95	14.10
	14	14.76	15.00	15.09	14.88	14.45	13.67	13.04	13.24	13.76	13.97	14.04	14.19
	15	14.85	15.09	15.19	14.97	14.54	13.76	13.13	13.33	13.86	14.06	14.13	14.28
	16	14.94	15.19	15.28	15.07	14.63	13.85	13.22	13.42	13.95	14.15	14.22	14.37
	17	15.04	15.28	15.37	15.16	14.72	13.94	13.31	13.51	14.04	14.25	14.32	14.46
	18	15.13	15.37	15.46	15.25	14.82	14.04	13.40	13.61	14.13	14.34	14.41	14.56
	19	15.22	15.47	15.56	15.34	14.91	14.13	13.50	13.70	14.23	14.43	14.50	14.65
	20	15.32	15.56	15.65	15.44	15.00	14.22	13.59	13.79	14.32	14.52	14.59	14.74
	21	15.41	15.65	15.74	15.53	15.09	14.31	13.68	13.88	14.41	14.62	14.69	14.83
	22	15.50	15.74	15.84	15.62	15.19	14.41	13.77	13.98	14.50	14.71	14.78	14.92
	23	15.60	15.84	15.93	15.72	15.28	14.50	13.87	14.07	14.60	14.80	14.87	15.02
	24	15.69	15.93	16.02	15.81	15.37	14.59	13.96	14.16	14.69	14.89	14.96	15.11
Daily Supply Amount		365.37	371.19	373.37	368.28	357.83	339.09	323.94	328.77	341.43	346.36	348.03	351.57
Monthly Supply Amount		11326.41	10393.24	11574.39	11048.35	11092.77	10172.59	10042.19	10191.90	10242.84	10737.04	10440.96	10898.59
Annual Supply Amount		128161.26											
Average Annual Supply Amount		14.63											

21. Supply Amount in 2046

The Supply Amount in 2046 is as follows:

2046.00													
Supply Amount - MWh													
Expected Hourly Generation (MWh)	Hour Ending	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	1	15.23	15.46	15.55	15.35	14.92	14.17	13.56	13.75	14.26	14.46	14.53	14.67
	2	15.14	15.37	15.46	15.26	14.84	14.08	13.47	13.67	14.17	14.37	14.44	14.58
	3	15.05	15.28	15.37	15.17	14.75	13.99	13.38	13.58	14.08	14.28	14.35	14.49
	4	14.96	15.19	15.28	15.08	14.66	13.90	13.29	13.49	14.00	14.19	14.26	14.40
	5	14.87	15.10	15.19	14.99	14.57	13.81	13.20	13.40	13.91	14.10	14.17	14.31
	6	14.78	15.01	15.10	14.90	14.48	13.72	13.11	13.31	13.82	14.02	14.08	14.22
	7	14.69	14.92	15.01	14.81	14.39	13.63	13.03	13.22	13.73	13.93	13.99	14.14
	8	14.60	14.84	14.92	14.72	14.30	13.54	12.94	13.13	13.64	13.84	13.91	14.05
	9	14.51	14.75	14.83	14.63	14.21	13.46	12.85	13.04	13.55	13.75	13.82	13.96
	10	14.42	14.66	14.74	14.54	14.12	13.37	12.76	12.95	13.46	13.66	13.73	13.87
	11	14.33	14.57	14.65	14.45	14.03	13.28	12.67	12.86	13.37	13.57	13.64	13.78
	12	14.24	14.48	14.56	14.36	13.94	13.19	12.58	12.77	13.28	13.48	13.55	13.69
	13	14.15	14.39	14.47	14.27	13.85	13.10	12.49	12.68	13.19	13.39	13.46	13.60
	14	14.24	14.48	14.56	14.36	13.94	13.19	12.58	12.77	13.28	13.48	13.55	13.69
	15	14.33	14.57	14.65	14.45	14.03	13.28	12.67	12.86	13.37	13.57	13.64	13.78
	16	14.42	14.66	14.74	14.54	14.12	13.37	12.76	12.95	13.46	13.66	13.73	13.87
	17	14.51	14.75	14.83	14.63	14.21	13.46	12.85	13.04	13.55	13.75	13.82	13.96
	18	14.60	14.83	14.92	14.72	14.30	13.54	12.94	13.13	13.64	13.84	13.90	14.05
	19	14.69	14.92	15.01	14.81	14.39	13.63	13.02	13.22	13.73	13.93	13.99	14.14
	20	14.78	15.01	15.10	14.90	14.48	13.72	13.11	13.31	13.82	14.02	14.08	14.22
	21	14.87	15.10	15.19	14.99	14.57	13.81	13.20	13.40	13.91	14.10	14.17	14.31
	22	14.96	15.19	15.28	15.08	14.66	13.90	13.29	13.49	14.00	14.19	14.26	14.40
	23	15.05	15.28	15.37	15.17	14.75	13.99	13.38	13.58	14.08	14.28	14.35	14.49
	24	15.14	15.37	15.46	15.26	14.83	14.08	13.47	13.66	14.17	14.37	14.44	14.58
Daily Supply Amount	352.58	358.20	360.30	355.39	345.31	327.22	312.60	317.26	329.48	334.23	335.85	339.26	
Monthly Supply Amount	10929.99	10029.48	11169.28	10661.66	10704.52	9816.55	9690.71	9835.18	9884.34	10361.24	10075.53	10517.14	
Annual Supply Amount	123675.62												
Average Annual Supply Amount	14.12												

Attachment D to Third Amendment

EXHIBIT 18

YEARLY PC AMOUNTS

2026	194,926
2027	173,840
2028	234,851
2029	226,631
2030	218,699
2031	211,045
2032	203,658
2033	196,530
2034	189,652
2035	183,014
2036	176,608
2037	170,427
2038	164,462
2039	158,706
2040	153,151
2041	147,790
2042	142,618
2043	137,626
2044	132,809
2045	128,161
2046	123,675

Attachment E to Third Amendment

EXHIBIT 19

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 knows or reasonably believes that an act or omission has adversely impacted the cybersecurity of the products or services provided to Buyer by Supplier or the physical, technical, administrative, or organizational safeguards protecting Supplier’s systems or Buyer’s systems holding Buyer Data; or (iii) Supplier receives any complaint, notice, or communication 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 products or services provided to Buyer 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 warrants that the hardware, software, and patches provided under this Agreement, will not contain malicious code or any unwanted or unexpected features. Supplier agrees to provide a method to verify the integrity and authenticity of all software and patches provided by Supplier.

- 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@brkenegy.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 Buyer 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 Buyer 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.

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.

Attachment F to Third Amendment

EXHIBIT 20

CAPITAL IMPROVEMENTS

Proposed Scope:

- The addition of 3 water cooled condensers
- Replacement of 6 turbine expansion assemblies and all level 1 turbine outlet cones
- Replacement of turbine bypass silencers
- Modification of the cooling water piping, brine piping and motive fluid piping
- Modification to the level 2 and level 3 vaporizers
- De-staging motive fluid pumps and adding VFDs
- Addition of parasitic solar yard

Proposed Schedule:

Task Name	Start	Finish
Full Plant Outage	Mon 1/4/27	Fri 3/26/27
Commissioning and Testing	Fri 3/12/27	Fri 3/26/27
COD	Fri 3/26/27	Tue 3/30/27

REN-15-NGP(b)
FILED UNDER CONFIDENTIAL SEAL

REN-16-NBM(c)

REN-16-NBM(c) – NGP Blue Mountain Third Amendment NAC-NRS Compliance

Summary of Nevada Administrative Codes applicable to NGP Blue Mountain Third Amendment.

NAC 704.8885 (New renewable energy contracts: Review by Commission; criteria for approval) and NAC 704.8887 (New renewable energy contracts: Determination of whether price for electricity is reasonable) requires that the Company provide specific information regarding new renewable energy contracts for which it is seeking approval.

NAC 704.8885(2)(a) requires the Commission to determine the reasonableness of the price of electricity based on the factors set forth in NAC 704.8887, detailed in pertinent part as follows:

NAC 704.8887(1) instructs the utility to calculate the price for electricity acquired or saved pursuant to a new long-term renewable energy contract or energy efficiency contract by calculating the levelized market price for the electricity.

The project's calculated cost of energy is \$105.00 per megawatt-hour. The NGP Blue Mountain Third Amendment project will be enacted at the existing NGP Blue Mountain facility, so network upgrades are not required. The rate is for the purchase of renewable energy and portfolio credits ("PCs") at a blended rate.

NAC 704.8887(2)(a) requires the Commission to address whether the new renewable energy contract or energy efficiency contract comports with the utility provider's most recently approved plan to increase its supply of or decrease the demand for electricity.

This project is being proposed as part of the Companies' 2026 Joint IRP to increase its supply of electricity. The addition of this resource is expected to reduce the Companies' open position.

NAC 704.8887(2)(b) addresses the reasonableness of any price indexing provisions set forth in the new renewable energy contract or energy efficiency contract.

The price for renewable energy and PCs set forth in this contract is \$105.00 MWh with no escalation for the 20 year term of the contract.

NAC 704.8887(2)(c) addresses whether the new renewable energy systems will reduce environmental costs in this State as compared to competing facilities or energy systems that use fossil fuels.

The technology that the NGP Blue Mountain Third Amendment utilizes creates near zero air emissions. When compared to a modern gas-fired combined cycle unit, the emissions avoided are shown in the table below.

Avoided Air Emissions [tons] ¹					
Project	SO2	CO	VOC	NOX	PM
NGP Blue Mountain Third Amendment	0.37	0.92	0.06	3.06	1.53
<small>1 Avoided Emissions derived from average heat rate for a state of the art combined cycle unit. This is a conservative assumption as avoided emissions are likely to be from higher heat rate market purchases or from older, less efficient units.</small>					

The project efficiently utilizes land for geothermal energy generation and has minimal impacts on wildlife.

NAC 704.8887(2)(d) addresses the net economic impact and all environmental benefits and environmental costs to this State in accordance with NAC 704.9005 to 704.9525, inclusive, and section 7 of this regulation (measurement and verification protocol for all energy efficiency measures).

According to the bidder, the net economic impact of the project includes:

- *A temporary increase in workforce during the construction phase of the facility of an estimated 50 positions for the repower of the project and an estimated 30 positions for the addition of parasitic solar, of which an estimated 70 positions will be sourced locally from Nevada at an estimated average salary of \$144,000 annually, equaling a total estimated payroll of \$11,520,000 million over one construction year;*
- *A permanent long-term increase in the workforce for the operation and maintenance of the facility of an estimated 13 positions at an estimated average salary of \$72,253 annually, and a total payroll of \$19,825,728 over 20 years;*
- *The NGP Blue Mountain Third Amendment project did not provide the expected value for their sale taxes and property taxes, but an economic impact to Nevada’s economy related to such taxes is expected.*
- *The environmental benefit will be a reduction in air emissions as shown in the table above.*

NAC 704.8887(2)(e) addresses any economic benefits that might inure to any sector of the economy of this State.

The economic benefits of the project include increased property tax in Humboldt County, and sales taxes from the purchase of local goods. Other benefits include an increase in short term construction employment and long-term operations employment.

NAC 704.8887(2)(f) addresses the diversity of energy sources being used to generate electricity that is consumed in this State.

Commission approval of the PPA will increase the diversity of energy sources used to generate electricity that is consumed in Nevada. The portfolio of renewable energy will increase with a commensurate decrease in its reliance on fossil fuel generation.

NAC 704.8887(2)(g) addresses the diversity of energy suppliers generating or selling electricity in this State.

NGP Blue Mountain I, LLC. is a U.S.-based company, headquartered in Delaware. Its parent company, Ormat Nevada, Inc., is a geothermal and recovered energy company that develops and operates plants across the United States and internationally.

NAC 704.8887(2)(h) addresses the value of any price hedging or energy price stability associated with the new renewable energy contract or energy efficiency contract.

The agreement has a fixed starting price with no escalation over the term of the contract. The price is therefore known through the term of the contract and is not subject to fuel risk.

NAC 704.8887(2)(i) addresses the date on which each renewable energy system is projected to begin commercial operation.

The project is in commercial operation.

NAC 704.8887(2)(j) addresses whether the utility provider has any flexibility concerning the quantity of electricity that the utility provider must acquire or save pursuant to the new renewable energy contract or energy efficiency contract.

The agreement calls for Sierra Pacific Power Company (“SPPC”) to take delivery of the net energy, including any excess energy, and PCs generated by the facility. Curtailment or re-dispatch of up to 100 percent of the expected output can be ordered by the transmission provider, electric system authority, or market operator. SPPC has no obligation to pay for such curtailed product. The agreement permits SPPC the flexibility to economically curtail up to seventy-five percent (75%) of the energy of the facility. Excess energy that exceeds one hundred and five percent (105%) of the hourly supply amount, shall be paid for at the lesser of ninety percent (90%) of the daily Off-Peak Mead per MWh or \$40.00 per MWh (excess product rate). Energy that exceeds the Maximum Amount (30 MW) shall be paid for at the lesser of seventy-five percent (75%) of the daily off-peak Mead per MWh or seventy-five percent (75%) of the excess product rate.

NAC 704.8887(2)(k) addresses whether the new renewable energy contract or energy efficiency contract will result in any benefits to the transmission system of the utility provider.

All net energy from the facility will be delivered directly to SPPC’s electric grid. The facility will be considered a designated network resource with SPPC’s system.

NAC 704.8887(2)(l) addresses whether the electricity acquired or saved pursuant to the new renewable energy contract or energy efficiency contract is priced at or below the utility provider’s long-term avoided cost rate.

When compared to the long-term avoided costs approved by the Commission in Docket No. 21-05041, the blended rate for energy and PCs is greater than the annualized average long-term avoided costs in all contract years.

NAC 704.8887(3) addresses the price of electricity acquired or saved in a renewable energy contract or energy efficiency contract for the solar energy requirement of its portfolio standard to be evaluated separately.

The cost of power and PCs delivered from the project are competitive to both the prices SPPC pays for its recent geothermal projects and the other compliant bids submitted in the 2024 All-Source RFP.

NAC 704.8885(2)(b) addresses the term of the contract.

The term of the PPA is 20 years.

NAC 704.8885(2)(c) addresses the location of the portfolio energy system or efficiency measure that is subject to the contract.

The project is located in Blue Mountain, Humboldt County, Nevada.

NAC 704.8885(2)(d) addresses the use of natural resources by each renewable energy system that is subject to the contract.

The project utilizes geothermal resources. The project will require approximately 0.37 acre-feet annually of water for operations, where Ormat already owns the water rights needed for operation.

NAC 704.8885(2)(e) addresses the firmness of the electricity to be delivered and the delivery schedule.

The project generates firm energy that will be delivered into SPPC's grid, which will be delivered through firm transmission pursuant to the designation of the facility as a network resource.

NAC 704.8885(2)(f) addresses the delivery point for the electricity.

The generating facility will be interconnected to the existing Blue Mountain Switching Station. A one-line diagram depicting the interconnection can be found in Exhibit 5 of the original PPA.

NAC 704.8885(2)(g) addresses the characteristics of similar renewable energy systems.

The characteristics of the project are similar to those of SPPC's other geothermal projects. The plant design is proven technology. Geothermal power plant that generates electricity by accessing underground heat. The plant uses a binary system to access the renewable energy resource.

NAC 704.8885(2)(h) addresses the requirements for ancillary services.

Requirements for ancillary services are not affected by the PPA.

NAC 704.8885(2)(i) addresses the unit contingent provisions.

The energy from the facility is contingent upon the availability of the unit. If the unit is not producing within the performance specifications of the PPA, then energy will be replaced from other sources.

NAC 704.8885(2)(j) addresses the system peak capacity requirements of the utility provider.

The power purchase agreement will provide benefits to the system peak capacity requirements of SPPC.

NAC 704.8885(2)(k) addresses the requirements for scheduling.

All net energy from the facility will be delivered directly to SPPC's electric grid. The facility will be considered a network resource with SPPC's system and output from the facility will be used to meet its native load.

NAC 704.8885(2)(l) addresses conditions and limitations on the transmission system.

The Large Generator Interconnection Agreement for this project has been executed. Network upgrades are not required as this is an existing facility.

NAC 704.8885(2)(m) addresses project insurance.

The PPA requires the supplier to provide workers compensation insurance of not less than \$1,000,000 per occurrence, general liability of not less than \$5,000,000 annual aggregate, and automobile liability insurance of at least \$2,000,000 aggregate.

NAC 704.8885(2)(n) addresses the costs for procuring replacement power in the event of non-delivery.

In the event the project does not meet certain performance requirements, the supplier is obligated to compensate SPPC for shortfalls in energy and PCs. Compensation for an energy shortfall is based upon the difference between the cost of replacement power, as specified in the PPA, and the PPA price. However, should the cost of replacement power be less than the contract price of power from supplier, the replacement cost will be \$0.00. Compensation for a PC shortfall is determined by SPPC exercising its reasonable discretion based on the estimated cost of purchasing PCs.

NAC 704.8885(2)(o) addresses information verifying that each renewable energy system transmits or distributes or will transmit or distribute the electricity that it generates in accordance with the requirements of NRS 704.7815.

The generating facility uses renewable geothermal energy to generate electricity and transmits that energy to SPPC. Therefore, the generating facility comports with NRS §§ 704.7815(1)(a) and 704.7815(1)(b).

NAC 704.8885(2)(p) addresses the total number of renewable energy systems that the owner of the renewable energy system is or has been associated with as an owner or operator.

NGP Blue Mountain I, LLC, a subsidiary of Ormat, Nevada Inc., is headquartered in North America, with approximately 1,105 MW of total net generating capacity across 10 U.S. states and 7 countries. Ormat Nevada, Inc. has developed, constructed, and operated more than 34 sites generating nearly 1,105 MW of geothermal energy.

NGP Blue Mountain I, LLC, a subsidiary of Ormat Nevada, Inc. has extensive experience in Nevada, with 14 operational utility-scale geothermal plants. Notable Nevada projects include Blue Mountain, Steamboat, McGinness Hills, and more.

NAC 704.8885(2)(q) addresses the points of interconnection with the electric system of the utility.

The generating facility is interconnected to the existing Blue Mountain Switching Station.

NAC 704.8885(2)(r) addresses the interconnection priority which has been established for the available transmission capacity of the utility provider for all proposed renewable energy systems that will interconnect and begin commercial operation within the three-year period immediately following the date on which the new renewable energy contract or energy efficiency contract is submitted for approval.

Commission approval of the project will not affect any pending Federal Energy Regulatory Commission (“FERC”) interconnection priorities. Pursuant to the provisions of SPPC’s FERC-approved OATT, interconnection priority of a generator is determined based on the date the requesting customer submits a valid interconnection request.

NAC 704.8885(2)(s) addresses any requests for transmission service that have been filed with the utility provider.

The LGIA to support the NGP Blue Mountain facility interconnection position was originally executed on November 5, 2007. An Amended and Restated LGIA between SPPC and NGP Blue Mountain LLC was executed on April 2, 2008. The commercial operation date has been achieved, and will support the NGP Blue Mountain Third Amendment project.

NAC 704.8885(2)(t) addresses any evidence that an environmental assessment, an environmental impact statement or an environmental impact report is being completed or has been completed with regard to the renewable energy system, or any evidence that a contract has been executed with an environmental contractor who will prepare such an assessment, statement or report within the 3-year period immediately preceding the date on which the renewable energy system is projected to begin commercial operation.

Environmental assessment was completed prior to development and construction of plant.

NAC 704.8885(2)(u) addresses permits required for the renewable energy systems within the 3-year period immediately preceding the date on which the renewable energy system is projected to begin commercial operation.

Permits necessary for the construction and operation of the have been maintained since development and construction of the plant.

NAC 704.8885(2)(v) addresses applications for development rights with the appropriate Federal agencies (including BLM), where the granting of such developmental rights is not contingent upon a competitive bidding process.

Not applicable, project is in operation.

NAC 704.8885(2)(w) addresses any evidence that establishes rights of ownership, possession or use concerning land or natural resources, including, without limitation, deeds, land patents, leases, contracts, licenses or permits concerning land, geothermal drilling rights or other rights to natural resources.

Land possession and permits to drill and operate geothermal resources have been maintained since the development and construction of the plant.

NAC 704.8885(2)(x) addresses whether the utility provider has any economical dispatch rights.

The agreement calls for SPPC to take all net energy, including any excess energy and PCs generated by the facility, however, it does permit SPPC the flexibility to economically curtail the facility, but the curtailed energy that would have been delivered to the grid must be paid for at the contract rate.

Summary of **Nevada Revised Statutes** applicable to NGP Blue Mountain Third Amendment.

NRS 704.741 Plan to increase supply or decrease demands: Submission not less than triennially; joint plans by certain affiliated utilities; contents prescribed by regulation; requirements (Regulation of Public Utilities Generally, Electric Service, Optional Pricing and Resource Planning).

NRS 704.741.4(a) For each energy resource proposed:

NRS 704.741.4(a)(1) addresses a description of each energy resource to be constructed, acquired or contracted for by the utility, including, without limitation, the location of the energy resource, the technology to be used by the energy resource to generate electricity, the anticipated capacity of the energy resource and the anticipated date by which the energy resource will be placed into service;

The NGP Blue Mountain project has a nameplate capacity of 49.5 megawatts of geothermal by NGP Blue Mountain I, LLC. The facility is located in Blue Mountain, Humboldt County, Nevada. The NGP Blue Mountain Third Amendment project would add capital improvements to the existing NGP Blue Mountain facility currently in commercial operation, allowing an expected maximum amount of 30 MW of geothermal capacity for the facility.

NRS 704.741(a)(2) addresses the cost of constructing or acquiring, operating and maintaining the energy resource or, if the energy resource is contracted for by the utility, the price of the energy to be supplied by the energy resource;

The price for renewable energy and PCs set forth in this contract is \$105.00 MWh with no escalation for the 20-year term of the contract.

NRS 704.741(a)(3) addresses whether the energy resource will be owned by the utility or utilized by the utility pursuant to a contract with a third party;

This facility will be utilized by Sierra Pacific Power Company dba NV Energy pursuant to a Power Purchase Agreement with NGP Blue Mountain I, LLC.

NRS 704.741(a)(4) addresses any other information required by the Commission to evaluate the prudence of the scenario.

NV Energy issued an All-Source Request for Proposal in November 2024, resulting in the shortlisting of this facility that underwent pricing and non-pricing due diligence and commercial negotiations. The project's calculated Levelized Cost of Energy is \$105.00 per megawatt-hour.

NRS 704.4(b) An evaluation of the impact that the implementation of the scenario will have on:

NRS 704.741.4(b)(8) addresses the benefits from high-quality jobs, job training and apprenticeships provided by the projects included in the plan, whether constructed or operated by the utility or a third-party developer.

According to the bidder, the net economic impact of the project includes:

- A temporary increase in workforce during the construction phase of the facility of an estimated 50 positions for the repower of the project and an estimated 30 positions for the addition of parasitic solar, of which an estimated 70 positions will be sourced locally from Nevada at an estimated average salary of \$144,000 annually, equaling a total estimated payroll of \$11,520,000 million over one construction year;*
- A permanent long-term increase in the workforce for the operation and maintenance of the facility of an estimated 13 positions at an estimated average salary of \$72,252.8 annually, and a total payroll of \$19,825,728 over 20 years;*

REN-16-NBM(d)

**Key Provisions for: NGP Blue Mountain Thid Amendment
Existing Power Purchase Agreement Amendment**

Owner/Project Name	NGP Blue Mountain I (Faulkner 1), LLC/NGP Blue Mountain Third Amendment
Developer/Counterparty	Cyrq/Ormat
Off Taker	Nevada Power Company dba NV Energy; however, agreement to be assigned to Sierra Pacific Power Company, dba NV Energy
Term	Supplier's obligation to deliver Product, and Buyer's obligation to accept and pay for Product, under the Agreement shall commence on the Operation Date and shall continue until December 31, 2046, subject to earlier termination of the Agreement pursuant to the terms of the agreement
PUCN Approval Necessary	Yes
Contract Effective Date	As of the PUCN Approval Date
Technology	Geothermal
Net Contract Capacity	40.1 MW
Nameplate Capacity	49.5 MW
Amendment Effective Date	January 9, 2026

**Key Provisions for: NGP Blue Mountain I (Faulkner 1), LLC
New Power Purchase Agreement**

Yearly Supply Amount	2026	194,926
	2027	173,841
	2028	234,851
	2029	226,631
	2030	218,699
	2031	211,045
	2032	203,658
	2033	196,530
	2034	189,652
	2035	183,014
	2036	176,608
	2037	170,427
	2038	164,462
	2039	158,706
	2040	153,151
	2041	147,791
	2042	142,618
2043	137,627	
2044	132,810	
2045	128,161	
2046	123,676	

**Key Provisions for: NGP Blue Mountain I (Faulkner 1), LLC
New Power Purchase Agreement**

Yearly PC Amounts	2026 194,926 2027 173,840 2028 234,851 2029 226,631 2030 218,699 2031 211,045 2032 203,658 2033 196,530 2034 189,652 2035 183,014 2036 176,608 2037 170,427 2038 164,462 2039 158,706 2040 153,151 2041 147,790 2042 142,618 2043 137,626 2044 132,809 2045 128,161 2046 123,675
Adjustment to Supply Amount	Supplier may, by notice delivered no later than sixty (60) days prior to the start of any Contract Year starting in 2028, adjust all (but not less than all) of the Average Annual Supply Amounts, Supply Amounts and Yearly PC Amounts, in each case, upwards or downwards by up to three and one-half percent (3.5%) in any Contract Year; provided that the Maximum Amount will in no event exceed thirty (30) MW.
Force Majeure, Excuse (under Force Majeure), and Exclusions	See Sections 21.1, 21.2 and 21.3 in the Third Amendment for more details.
Cybersecurity	See Exhibit 19. This 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 the Agreement.

**Key Provisions for: NGP Blue Mountain I (Faulkner 1), LLC
New Power Purchase Agreement**

"OFAC" and "OFAC Sanctions Lists"	"OFAC" has the meaning ascribed to that term in Section 26.11.1 (OFAC Sanctions Lists); "OFAC Sanctions Lists" has the meaning ascribed to that term in Section 26.11.1 (OFAC Sanctions Lists).
"Prohibited Country" or "Prohibit Countries" or Prohibited Regions"	Has the meaning ascribed to that term in Section 26.12 (State- or Government-Owned Enterprises or Companies) or has the meaning ascribed to that term in Section 26.13 (Prohibited Regions).
Station Usage	Supplier shall supply its Station Usage from (a) the Generating Facility, (b) one (1) or more solar photovoltaic generating systems (including, at Seller’s option, with co-located battery energy storage systems) to be located behind the meter at the Generating Facility’s site that are installed in accordance with Section 3.4 (collectively, “On-site Generation”), and/or (c) Standby Service, as governed by the special conditions relating to “Backup Power” pursuant to the Standby Service tariff referenced in Exhibit 3 hereto. Supplier may elect, in its sole discretion and with notification to Buyer six (6) months in advance of installation, to receive energy from On-site Generation for purposes of providing some or all of the Project’s Station Usage, in which case the Energy generated by the Generating Facility that would have otherwise served the Station Usage shall for the purposes of the Agreement constitute Product and shall be sold to Buyer in accordance with the provisions of the Agreement. Supplier may install, or cause to be installed, On-Site Generation only during the two (2)-year period commencing on the Third Amendment Effective Date. Any On-site generation must be sized or configured so that it does not exceed the Station Usage of the Project and so that any electrical energy generated or produced by the On-site Generation is not delivered to Buyer as Product.
Product Rate	The Product Rates as of the Third Amendment Effective Date, shall be: (i) \$105.00 per MWh (the “PTC Product Rate”); or (ii) \$105.00 per MWh (the “Non-PTC Product Rate”).
Maximum Amount (Rate)	means, with respect to a Dispatch Hour, an amount of Energy equal to thirty (30) MWh.