

## **BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA**

Application of NEVADA POWER COMPANY d/b/a NV Energy and SIERRA PACIFIC POWER COMPANY d/b/a NV Energy, seeking approval to add 1,001 MW of renewable power purchase agreements and 100 MW of energy storage capacity, among other items, as part of their joint 2019-2038 integrated resource plan, for the three year Action Plan period 2019-2021, and the Energy Supply Plan period 2019-2021

Docket No. 18-06\_\_\_\_

### **VOLUME 12 OF 18**

#### **TECHNICAL APPENDIX RENEWABLES**

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**REN-1**

# REN-1

## Nevada Power & Sierra IRP 2018 ER-RFP Top Projects:

### 8minutenergy, Eagle Shadow Mountain Solar

Project Name 8minutenergy Eagle Mountain Solar  
 Type PV  
 Nameplate (MW): 300.0  
 COD (mm, dd, year) 1 1 2022  
 Termination (mm, dd, year) 12 31 2046  
 Term 25  
 PPA Entity SPPC  
 Service Territory NPC  
 # of Supply Amount Tables 1

As modeled: Supply, schedule, degradation, and pricing are per Attachment G as submitted by the Bidder. Post bid adjustments may have occurred during final negotiations

Hour Ending	Peak	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1	Off Peak (MWh)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
2		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
3		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
4		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
5		0.000	0.000	0.100	0.000	0.700	2.900	0.000	0.000	0.000	0.000	0.000	0.000
6		0.000	5.100	20.600	19.200	79.700	106.200	62.100	30.500	6.900	0.000	10.700	0.000
7	On Peak (MWh)	49.400	113.700	112.300	156.400	243.900	272.100	225.900	182.500	142.700	63.500	117.200	60.200
8		188.000	217.500	225.400	257.600	265.200	285.900	259.100	265.600	270.200	231.600	208.600	198.000
9		204.500	225.100	253.500	280.000	277.500	288.000	264.300	274.500	273.600	255.900	217.500	201.100
10		190.600	228.000	263.800	281.900	284.100	290.300	275.000	279.700	277.500	256.800	204.100	182.600
11		182.500	227.300	267.200	281.700	285.100	289.200	273.700	285.100	280.300	251.300	201.100	172.300
12		186.300	228.300	269.500	280.400	284.200	290.800	279.900	285.400	276.100	243.600	202.700	169.200
13		201.900	235.600	270.600	275.300	284.700	287.200	281.200	290.500	263.500	237.500	212.700	180.200
14		211.800	243.800	264.000	271.200	275.500	277.700	272.900	287.700	263.700	244.200	229.600	172.000
15		147.300	210.700	248.700	257.800	279.700	289.700	266.500	263.900	273.000	243.700	123.900	72.600
16		18.300	72.700	202.800	233.300	262.900	278.500	267.700	245.600	262.200	186.600	15.100	0.600
17		0.000	0.000	101.400	195.500	256.500	265.000	258.600	204.100	149.300	39.800	0.300	0.000
18		0.000	0.000	11.600	50.700	113.100	153.100	151.700	79.400	17.200	0.000	0.000	0.000
19		0.000	0.000	0.000	0.000	5.900	22.700	21.400	1.700	0.000	0.000	0.000	0.000
20		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
21		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
22		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
23	Off Peak (MWh)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
24		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
DAILY TOTALS	OffPeak (MWh)	0.0	5.1	20.7	19.2	80.4	109.1	62.1	30.5	6.9	0.0	10.7	0.0
	OnPeak (MWh)	1,580.6	2,002.7	2,490.8	2,821.8	3,118.3	3,290.2	3,097.9	2,945.7	2,749.3	2,254.5	1,732.8	1,408.8
	Total (MWh)	1,580.6	2,007.8	2,511.5	2,841.0	3,198.7	3,399.3	3,160.0	2,976.2	2,756.2	2,254.5	1,743.5	1,408.8
MONTHLY TOTALS	OffPeak (MWh)	0.0	142.8	641.7	576.0	2,492.4	3,273.0	1,925.1	945.5	207.0	0.0	321.0	0.0
	OnPeak (MWh)	48,998.6	56,075.6	77,214.8	84,654.0	96,667.3	98,706.0	96,034.9	91,316.7	82,479.0	69,889.5	51,984.0	43,672.8
	Total (MWh)	48,998.6	56,218.4	77,856.5	85,230.0	99,159.7	101,979.0	97,960.0	92,262.2	82,686.0	69,889.5	52,305.0	43,672.8
ANNUAL	Total (MWh)	908,217.7											

8minutenergy, Keno Solar

Projected Portfolio Credits & Pricing						
Year	Total kPCs	Net MW hrs	Degradation	Price /MWh	Yield	Cum. Degrad.
2022	908,217.7	908,217.7	0.0	\$ 23.45	100.00%	0.00%
2023	903,676.6	903,676.6	(4,541)	\$ 23.45	99.50%	0.50%
2024	899,135.5	899,135.5	(9,082)	\$ 23.45	99.00%	1.00%
2025	894,594.4	894,594.4	(13,623)	\$ 23.45	98.50%	1.50%
2026	890,053.3	890,053.3	(18,164)	\$ 23.45	98.00%	2.00%
2027	885,512.3	885,512.3	(22,705)	\$ 23.45	97.50%	2.50%
2028	880,971.2	880,971.2	(27,247)	\$ 23.45	97.00%	3.00%
2029	876,430.1	876,430.1	(31,788)	\$ 23.45	96.50%	3.50%
2030	871,889.0	871,889.0	(36,329)	\$ 23.45	96.00%	4.00%
2031	867,347.9	867,347.9	(40,870)	\$ 23.45	95.50%	4.50%
2032	862,806.8	862,806.8	(45,411)	\$ 23.45	95.00%	5.00%
2033	858,265.7	858,265.7	(49,952)	\$ 23.45	94.50%	5.50%
2034	853,724.6	853,724.6	(54,493)	\$ 23.45	94.00%	6.00%
2035	849,183.5	849,183.5	(59,034)	\$ 23.45	93.50%	6.50%
2036	844,642.5	844,642.5	(63,575)	\$ 23.45	93.00%	7.00%
2037	840,101.4	840,101.4	(68,116)	\$ 23.45	92.50%	7.50%
2038	835,560.3	835,560.3	(72,657)	\$ 23.45	92.00%	8.00%
2039	831,019.2	831,019.2	(77,199)	\$ 23.45	91.50%	8.50%
2040	826,478.1	826,478.1	(81,740)	\$ 23.45	91.00%	9.00%
2041	821,937.0	821,937.0	(86,281)	\$ 23.45	90.50%	9.50%
2042	817,395.9	817,395.9	(90,822)	\$ 23.45	90.00%	10.00%
2043	812,854.8	812,854.8	(95,363)	\$ 23.45	89.50%	10.50%
2044	808,313.8	808,313.8	(99,904)	\$ 23.45	89.00%	11.00%
2045	803,772.7	803,772.7	(104,445)	\$ 23.45	88.50%	11.50%
2046	799,231.6	799,231.6	(108,986)	\$ 23.45	88.00%	12.00%

## NextEra, Dodge Flat

Project Name	NextEra 1.0 Dodge Flat		
Type	PV		
Nameplate (MW):	200.0		
COD (mm, dd, year)	9	1	2021
Termination (mm, dd, year)	12	31	2046
Term	25		
PPA Entity	SPPC		
Service Territory	SPPC		
# of Supply Amount Tables	1		

As modeled: Supply, schedule, degradation, and pricing are per Attachment G as submitted by the Bidder. Post bid adjustments may have occurred during final negotiations

Hour Ending	Peak	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1	OffPeak (MWh)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
2		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
3		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
4		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
5		0.000	0.000	0.000	0.000	0.000	0.449	0.000	0.000	0.000	0.000	0.000	0.000
6		0.000	0.000	0.000	6.197	43.375	69.077	46.606	12.884	0.550	0.000	0.000	0.000
7	OnPeak (MWh)	0.000	0.015	14.441	78.165	142.748	171.404	150.658	107.141	64.124	17.018	0.298	0.000
8		7.145	27.061	102.237	149.562	171.310	182.779	182.778	179.758	170.441	115.708	40.708	7.992
9		72.769	121.599	154.221	164.120	177.794	187.304	187.052	184.199	181.839	163.608	123.274	67.760
10		112.732	141.782	166.230	172.396	181.437	187.535	189.692	186.328	185.237	167.902	134.709	98.781
11		112.084	143.147	170.877	171.258	180.707	186.910	190.279	186.930	183.219	157.117	126.126	97.671
12		108.048	137.420	168.933	172.968	180.725	185.802	189.730	186.514	180.484	150.847	117.537	92.554
13		108.422	133.892	165.909	169.281	178.665	183.284	186.959	184.904	180.926	152.184	119.901	91.487
14		111.360	134.738	166.489	167.452	175.191	181.596	184.833	183.483	181.968	157.430	124.054	95.122
15		114.678	137.735	161.009	163.863	168.938	178.608	180.004	181.346	179.258	159.684	123.112	98.139
16		92.928	127.489	157.601	162.402	155.972	174.013	169.615	172.141	174.754	136.412	77.716	52.896
17		12.901	67.758	126.705	154.429	146.288	165.203	158.476	161.727	134.834	45.606	3.819	0.790
18		0.000	2.173	21.545	72.191	105.332	145.203	136.524	99.739	26.340	0.321	0.000	0.000
19		0.000	0.000	0.000	1.695	15.279	42.524	35.476	8.210	0.000	0.000	0.000	0.000
20		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
21		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
22		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
23	Off Peak (MWh)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
24		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
DAILY TOTALS	OffPeak (MWh)	0.0	0.0	0.0	6.2	43.4	69.5	46.6	12.9	0.6	0.0	0.0	0.0
	OnPeak (MWh)	853.1	1,174.8	1,576.2	1,799.8	1,980.4	2,172.2	2,142.1	2,022.4	1,843.4	1,423.8	991.3	703.2
	Total (MWh)	853.1	1,174.8	1,576.2	1,806.0	2,023.8	2,241.7	2,188.7	2,035.3	1,844.0	1,423.8	991.3	703.2
MONTHLY TOTALS	OffPeak (MWh)	0.0	0.0	0.0	185.9	1,344.6	2,085.8	1,444.8	399.4	16.5	0.0	0.0	0.0
	OnPeak (MWh)	26,445.0	32,894.7	48,862.1	53,993.5	61,391.9	65,164.9	66,404.4	62,695.0	55,302.7	44,138.9	29,737.7	21,799.0
	Total (MWh)	26,445.0	32,894.7	48,862.1	54,179.4	62,736.6	67,250.7	67,849.2	63,094.4	55,319.2	44,138.9	29,737.7	21,799.0
ANNUAL	Total (MWh)	574,306.9											

NextEra, Dodge Flat

Projected Portfolio Credits & Pricing						
Year	Total kPCs	Net MW hrs	Degradation	Price /MWh	Yield	Cum. Degrad.
2021	150,994.8	150,994.8	0.0	\$ 27.51	0.00%	0.00%
2022	574,306.9	574,306.9	(2,871.5)	\$ 27.51	100.00%	0.50%
2023	568,563.8	568,563.8	(5,743.1)	\$ 27.51	99.00%	1.00%
2024	565,692.3	565,692.3	(8,614.6)	\$ 27.51	98.50%	1.50%
2025	562,820.8	562,820.8	(11,486.1)	\$ 27.51	98.00%	2.00%
2026	559,949.2	559,949.2	(14,357.7)	\$ 27.51	97.50%	2.50%
2027	557,077.7	557,077.7	(17,229.2)	\$ 27.51	97.00%	3.00%
2028	554,206.2	554,206.2	(20,100.7)	\$ 27.51	96.50%	3.50%
2029	551,334.6	551,334.6	(22,972.3)	\$ 27.51	96.00%	4.00%
2030	548,463.1	548,463.1	(25,843.8)	\$ 27.51	95.50%	4.50%
2031	545,591.6	545,591.6	(28,715.3)	\$ 27.51	95.00%	5.00%
2032	542,720.0	542,720.0	(31,586.9)	\$ 27.51	94.50%	5.50%
2033	539,848.5	539,848.5	(34,458.4)	\$ 27.51	94.00%	6.00%
2034	536,977.0	536,977.0	(37,329.9)	\$ 27.51	93.50%	6.50%
2035	534,105.4	534,105.4	(40,201.5)	\$ 27.51	93.00%	7.00%
2036	531,233.9	531,233.9	(43,073.0)	\$ 27.51	92.50%	7.50%
2037	528,362.4	528,362.4	(45,944.6)	\$ 27.51	92.00%	8.00%
2038	525,490.8	525,490.8	(48,816.1)	\$ 27.51	91.50%	8.50%
2039	522,619.3	522,619.3	(51,687.6)	\$ 27.51	91.00%	9.00%
2040	519,747.7	519,747.7	(54,559.2)	\$ 27.51	90.50%	9.50%
2041	516,876.2	516,876.2	(57,430.7)	\$ 27.51	90.00%	10.00%
2042	514,004.7	514,004.7	(60,302.2)	\$ 27.51	89.50%	10.50%
2043	511,133.1	511,133.1	(63,173.8)	\$ 27.51	89.00%	11.00%
2044	508,261.6	508,261.6	(66,045.3)	\$ 27.51	88.50%	11.50%
2045	505,390.1	505,390.1	(68,916.8)	\$ 27.51	88.00%	12.00%
2046	502,518.5	502,518.5	(71,788.4)	\$ 27.51	87.50%	12.50%

## NextEra, Fish Springs Ranch

**Project Name** NextEra Fish Springs Ranch Solar  
**Nameplate (MW):** 100  
**COD (mm, dd, year)** 12.0 1 2021  
**Termination (mm, dd, year)** 12 31 2046  
**Term** 25  
**PPA Entity** SPPC  
**Service Territory** SPPC  
**# of Supply Amount Tables** 1

As modeled: Supply, schedule, degradation, and pricing are per Attachment G as submitted by the Bidder. Post bid adjustments may have occurred during final negotiations

Hour Ending	Peak	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1	OffPeak (MWh)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
2		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
3		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
4		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
5		0.000	0.000	0.000	0.000	0.000	0.230	0.000	0.000	0.000	0.000	0.000	0.000
6		0.000	0.000	0.000	2.706	24.199	40.395	28.002	6.484	0.119	0.000	0.000	0.000
7	OnPeak (MWh)	0.000	0.000	4.963	34.956	72.386	84.186	84.701	65.358	33.386	5.197	0.004	0.000
8		0.728	7.698	35.146	60.678	80.502	88.720	91.143	89.096	84.685	59.680	13.813	1.141
9		23.537	35.496	55.856	72.127	84.698	91.194	93.487	92.029	89.764	77.204	51.590	26.797
10		34.824	46.219	68.166	78.532	87.687	92.549	93.898	93.082	90.761	79.316	56.841	37.380
11		39.233	52.227	73.934	81.252	88.915	93.395	94.258	93.324	90.509	76.567	55.584	39.744
12		40.815	53.678	75.642	83.434	89.618	93.447	94.315	93.245	89.516	74.227	54.479	40.004
13		42.732	55.365	75.391	82.580	88.641	92.067	93.499	92.144	89.345	74.377	55.540	41.319
14		44.939	57.322	75.511	80.940	86.415	90.525	92.404	91.249	89.241	75.578	57.080	43.018
15		45.332	54.053	71.230	76.534	83.193	87.173	89.914	88.764	88.108	73.561	55.630	42.572
16		39.380	49.493	63.152	69.012	76.221	82.591	85.584	84.493	84.151	66.861	41.208	28.193
17		6.443	30.960	55.129	59.424	67.641	76.559	80.383	78.788	71.513	26.999	2.187	0.225
18		0.000	1.481	16.190	32.861	54.945	68.781	72.595	56.268	20.472	0.425	0.000	0.000
19		0.000	0.000	0.000	2.495	14.413	31.714	31.164	9.984	0.074	0.000	0.000	0.000
20		0.000	0.000	0.000	0.000	0.000	0.556	0.382	0.000	0.000	0.000	0.000	0.000
21		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
22		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
23	Off Peak (MWh)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
24		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
DAILY TOTALS	OffPeak (MWh)	0.0	0.0	0.0	2.7	24.2	40.6	28.0	6.5	0.1	0.0	0.0	0.0
	OnPeak (MWh)	318.0	444.0	670.3	814.8	975.3	1,073.5	1,097.7	1,027.8	921.5	690.0	444.0	300.4
	Total (MWh)	318.0	444.0	670.3	817.5	999.5	1,114.1	1,125.7	1,034.3	921.6	690.0	444.0	300.4
MONTHLY TOTALS	OffPeak (MWh)	0.0	0.0	0.0	81.2	750.2	1,218.7	868.1	201.0	3.6	0.0	0.0	0.0
	OnPeak (MWh)	9,856.9	12,431.7	20,779.6	24,444.8	30,233.6	32,203.7	34,029.5	31,862.5	27,645.7	21,389.8	13,318.7	9,312.2
	Total (MWh)	9,856.9	12,431.7	20,779.6	24,525.9	30,983.7	33,422.4	34,897.6	32,063.5	27,649.3	21,389.8	13,318.7	9,312.2
ANNUAL	Total (MWh)	270,631.6											

NextEra, Fish Springs Ranch

Projected Portfolio Credits & Pricing						
Year	Total kPCs	Net MW hrs	Degradation	Price /MWh	Yield	Cum. Degrad.
2021	9,312.2	9,312.2	0.0	\$ 29.96	3.44%	0.00%
2022	270,631.6	270,631.6	(1,353)	\$ 29.96	100.00%	0.50%
2023	267,925.3	267,925.3	(2,706)	\$ 29.96	99.00%	1.00%
2024	266,572.1	266,572.1	(4,059)	\$ 29.96	98.50%	1.50%
2025	265,218.9	265,218.9	(5,413)	\$ 29.96	98.00%	2.00%
2026	263,865.8	263,865.8	(6,766)	\$ 29.96	97.50%	2.50%
2027	262,512.6	262,512.6	(8,119)	\$ 29.96	97.00%	3.00%
2028	261,159.5	261,159.5	(9,472)	\$ 29.96	96.50%	3.50%
2029	259,806.3	259,806.3	(10,825)	\$ 29.96	96.00%	4.00%
2030	258,453.2	258,453.2	(12,178)	\$ 29.96	95.50%	4.50%
2031	257,100.0	257,100.0	(13,532)	\$ 29.96	95.00%	5.00%
2032	255,746.8	255,746.8	(14,885)	\$ 29.96	94.50%	5.50%
2033	254,393.7	254,393.7	(16,238)	\$ 29.96	94.00%	6.00%
2034	253,040.5	253,040.5	(17,591)	\$ 29.96	93.50%	6.50%
2035	251,687.4	251,687.4	(18,944)	\$ 29.96	93.00%	7.00%
2036	250,334.2	250,334.2	(20,297)	\$ 29.96	92.50%	7.50%
2037	248,981.0	248,981.0	(21,651)	\$ 29.96	92.00%	8.00%
2038	247,627.9	247,627.9	(23,004)	\$ 29.96	91.50%	8.50%
2039	246,274.7	246,274.7	(24,357)	\$ 29.96	91.00%	9.00%
2040	244,921.6	244,921.6	(25,710)	\$ 29.96	90.50%	9.50%
2041	243,568.4	243,568.4	(27,063)	\$ 29.96	90.00%	10.00%
2042	242,215.3	242,215.3	(28,416)	\$ 29.96	89.50%	10.50%
2043	240,862.1	240,862.1	(29,769)	\$ 29.96	89.00%	11.00%
2044	239,508.9	239,508.9	(31,123)	\$ 29.96	88.50%	11.50%
2045	238,155.8	238,155.8	(32,476)	\$ 29.96	88.00%	12.00%
2046	236,802.6	236,802.6	(33,829)	\$ 29.96	87.50%	12.50%



## Cypress Creek 1, Battle Mountain

**Project Name** Cypress Creek 1 Battle Mountain  
**Type** PV  
**Nameplate (MW):** 101.0  
**COD (mm, dd, year)** 6 1 2021  
**Termination (mm, dd, year)** 12 31 2046  
**Term** 25  
**PPA Entity** SPPC  
**Service Territory** SPPC  
**# of Supply Amount Tables** 1

As modeled: Supply, schedule, degradation, and pricing are per Attachment G as submitted by the Bidder. Post bid adjustments may have occurred during final negotiations

Hour Ending	Peak	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1	Off Peak (MWh)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
2		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
3		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
4		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
5		0.000	0.000	0.000	0.000	0.238	1.030	0.211	0.000	0.000	0.000	0.000	0.000
6	OnPeak (MWh)	0.000	0.000	0.000	4.601	25.047	41.312	29.310	8.935	0.577	0.000	0.000	0.000
7		0.000	0.133	12.480	49.777	79.010	86.659	93.323	71.713	45.963	10.690	0.277	0.000
8		5.437	23.975	69.336	79.980	84.419	90.802	97.324	92.276	90.537	70.974	29.038	4.577
9		50.938	67.762	80.270	82.604	87.233	92.122	96.625	96.552	92.229	85.542	65.213	46.374
10		65.908	74.020	80.246	90.111	87.624	93.608	98.104	96.578	93.904	90.105	62.187	58.176
11		62.071	71.250	78.485	87.542	89.510	93.534	95.209	97.464	92.124	83.506	59.734	52.113
12		53.594	71.441	79.975	86.707	87.178	92.535	93.322	98.106	95.447	80.733	58.595	45.585
13		54.262	72.427	82.713	84.041	92.253	93.787	88.036	91.049	93.470	82.346	56.925	46.646
14		57.808	68.579	83.340	81.671	93.479	95.172	91.251	87.501	92.302	85.142	63.866	52.366
15		58.850	69.576	79.337	80.778	88.380	92.751	92.302	86.754	94.049	84.900	61.908	54.061
16		45.006	64.702	73.146	77.418	85.286	89.936	84.742	85.367	88.805	74.794	31.045	20.959
17		4.500	27.993	59.105	76.031	85.292	86.626	82.196	83.856	67.583	15.248	0.520	0.000
18		0.000	0.259	8.174	31.171	55.725	77.417	76.435	50.575	10.274	0.000	0.000	0.000
19		0.000	0.000	0.000	0.488	7.503	19.903	16.170	3.773	0.000	0.000	0.000	0.000
20		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
21		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
22		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
23	Off Peak (MWh)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
24		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
DAILY TOTALS	OffPeak (MWh)	0.0	0.0	0.0	4.6	25.3	42.3	29.5	8.9	0.6	0.0	0.0	0.0
	OnPeak (MWh)	458.4	612.1	786.6	908.3	1,022.9	1,104.9	1,105.0	1,041.6	956.7	764.0	489.3	380.9
	Total (MWh)	458.4	612.1	786.6	912.9	1,048.2	1,147.2	1,134.6	1,050.5	957.3	764.0	489.3	380.9
MONTHLY TOTALS	OffPeak (MWh)	0.0	0.0	0.0	138.0	783.8	1,270.3	915.1	277.0	17.3	0.0	0.0	0.0
	OnPeak (MWh)	14,209.5	17,139.3	24,384.9	27,249.5	31,709.7	33,145.6	34,256.2	32,288.5	28,700.6	23,683.3	14,679.2	11,806.6
	Total (MWh)	14,209.5	17,139.3	24,384.9	27,387.6	32,493.5	34,415.8	35,171.4	32,565.5	28,717.9	23,683.3	14,679.2	11,806.6
ANNUAL	Total (MWh)	296,654.5											

Cypress Creek 1, Battle Mountain

Projected Portfolio Credits & Pricing						
Year	Total kPCs	Net MW hrs	Degradation	Price /MWh	Yield	Cum. Degrad.
2021	181,039.8	181,039.8	0.0	\$ 26.55	61.03%	0.00%
2022	296,654.5	296,654.5	(1,187)	\$ 26.55	100.00%	0.40%
2023	294,281.3	294,281.3	(2,373)	\$ 26.55	99.20%	0.80%
2024	293,094.7	293,094.7	(3,560)	\$ 26.55	98.80%	1.20%
2025	291,908.1	291,908.1	(4,746)	\$ 26.55	98.40%	1.60%
2026	290,721.4	290,721.4	(5,933)	\$ 26.55	98.00%	2.00%
2027	289,534.8	289,534.8	(7,120)	\$ 26.55	97.60%	2.40%
2028	288,348.2	288,348.2	(8,306)	\$ 26.55	97.20%	2.80%
2029	287,161.6	287,161.6	(9,493)	\$ 26.55	96.80%	3.20%
2030	285,975.0	285,975.0	(10,680)	\$ 26.55	96.40%	3.60%
2031	284,788.3	284,788.3	(11,866)	\$ 26.55	96.00%	4.00%
2032	283,601.7	283,601.7	(13,053)	\$ 26.55	95.60%	4.40%
2033	282,415.1	282,415.1	(14,239)	\$ 26.55	95.20%	4.80%
2034	281,228.5	281,228.5	(15,426)	\$ 26.55	94.80%	5.20%
2035	280,041.9	280,041.9	(16,613)	\$ 26.55	94.40%	5.60%
2036	278,855.3	278,855.3	(17,799)	\$ 26.55	94.00%	6.00%
2037	277,668.6	277,668.6	(18,986)	\$ 26.55	93.60%	6.40%
2038	276,482.0	276,482.0	(20,173)	\$ 26.55	93.20%	6.80%
2039	275,295.4	275,295.4	(21,359)	\$ 26.55	92.80%	7.20%
2040	274,108.8	274,108.8	(22,546)	\$ 26.55	92.40%	7.60%
2041	272,922.2	272,922.2	(23,732)	\$ 26.55	92.00%	8.00%
2042	271,735.5	271,735.5	(24,919)	\$ 26.55	91.60%	8.40%
2043	270,548.9	270,548.9	(26,106)	\$ 26.55	91.20%	8.80%
2044	269,362.3	269,362.3	(27,292)	\$ 26.55	90.80%	9.20%
2045	268,175.7	268,175.7	(28,479)	\$ 26.55	90.40%	9.60%
2046	266,989.1	266,989.1	(29,665)	\$ 26.55	90.00%	10.00%

## 174 Power Global 1 Techren V

**Project Name** 174 Power Global 1 Techren V  
**Type** PV  
**Nameplate (MW):** 50.0  
**COD (mm, dd, year)** 1 1 2021  
**Termination (mm, dd, year)** 12 31 2045  
**Term** 25  
**PPA Entity** SPPC  
**Service Territory** NPC  
**# of Supply Amount Tables** 1

As modeled: Supply, schedule, degradation, and pricing are per Attachment G as submitted by the Bidder. Post bid adjustments may have occurred during final negotiations

Hour Ending	Peak	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1	Off Peak (MWh)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
2		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
3		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
4		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
5		0.000	0.000	0.000	0.000	0.044	0.140	0.012	0.000	0.000	0.000	0.000	0.000
6		0.000	0.000	0.024	2.422	10.262	13.030	9.340	4.107	0.627	0.000	0.000	0.000
7	On Peak (MWh)	0.000	0.762	8.381	20.225	35.375	36.536	28.740	24.561	16.373	8.607	1.726	0.003
8		8.624	15.579	32.772	42.710	45.792	43.812	39.438	40.257	38.898	30.807	18.508	8.230
9		29.265	32.901	42.805	47.812	47.103	46.863	43.240	43.197	42.662	37.007	32.293	26.241
10		33.732	35.981	43.025	47.775	47.172	47.937	44.559	44.025	43.620	37.436	32.564	27.976
11		30.444	34.952	41.359	46.772	47.764	47.048	44.772	42.335	43.970	36.669	31.134	27.709
12		28.398	33.066	40.999	45.080	46.522	46.036	42.707	41.105	43.202	36.343	29.763	25.752
13		28.501	33.921	41.890	44.698	47.336	46.591	41.711	41.133	43.641	37.125	30.488	27.207
14		28.087	34.548	43.147	44.035	46.647	47.887	41.654	40.842	41.066	38.421	32.472	29.159
15		29.555	34.772	42.153	45.097	46.838	47.400	41.507	40.334	41.207	38.047	31.733	27.877
16		20.245	30.443	39.259	41.187	43.726	42.582	39.899	38.109	38.946	27.117	15.076	11.634
17		2.932	11.795	22.533	30.550	36.302	37.763	35.977	34.062	21.248	6.764	0.535	0.082
18		0.000	0.145	3.116	8.134	15.645	20.680	19.130	11.800	2.563	0.000	0.000	0.000
19		0.000	0.000	0.000	0.000	0.905	3.227	3.058	0.305	0.000	0.000	0.000	0.000
20		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
21		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
22		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
23	Off Peak (MWh)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
24		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
DAILY TOTALS	OffPeak (MWh)	0.0	0.0	0.0	2.4	10.3	13.2	9.4	4.1	0.6	0.0	0.0	0.0
	OnPeak (MWh)	239.8	298.9	401.4	464.1	507.1	514.4	466.4	442.1	417.4	334.3	256.3	211.9
	Total (MWh)	239.8	298.9	401.5	466.5	517.4	527.5	475.7	446.2	418.0	334.3	256.3	211.9
MONTHLY TOTALS	OffPeak (MWh)	0.0	0.0	0.7	72.7	319.5	395.1	289.9	127.3	18.8	0.0	0.0	0.0
	OnPeak (MWh)	7,433.3	8,368.3	12,444.6	13,922.2	15,721.0	15,430.9	14,458.2	13,704.0	12,521.9	10,364.6	7,688.7	6,568.0
	Total (MWh)	7,433.3	8,368.3	12,445.4	13,994.9	16,040.5	15,826.0	14,748.1	13,831.3	12,540.7	10,364.6	7,688.7	6,568.0
ANNUAL	Total (MWh)	139,849.7											

174 Power Global 1 Techren V

Projected Portfolio Credits & Pricing						
Year	Total kPCs	Net MW hrs	Degradation	Price /MWh	Yield	Cum. Degrad.
2021	139,849.7	139,849.7	0.0	\$ 29.93	100.00%	0.00%
2022	139,430.2	139,430.2	(420)	\$ 29.93	99.70%	0.30%
2023	139,010.6	139,010.6	(839)	\$ 29.93	99.40%	0.60%
2024	138,591.1	138,591.1	(1,259)	\$ 29.93	99.10%	0.90%
2025	138,171.5	138,171.5	(1,678)	\$ 29.93	98.80%	1.20%
2026	137,752.0	137,752.0	(2,098)	\$ 29.93	98.50%	1.50%
2027	137,332.4	137,332.4	(2,517)	\$ 29.93	98.20%	1.80%
2028	136,912.9	136,912.9	(2,937)	\$ 29.93	97.90%	2.10%
2029	136,493.3	136,493.3	(3,356)	\$ 29.93	97.60%	2.40%
2030	136,073.8	136,073.8	(3,776)	\$ 29.93	97.30%	2.70%
2031	135,654.2	135,654.2	(4,195)	\$ 29.93	97.00%	3.00%
2032	135,234.7	135,234.7	(4,615)	\$ 29.93	96.70%	3.30%
2033	134,815.1	134,815.1	(5,035)	\$ 29.93	96.40%	3.60%
2034	134,395.6	134,395.6	(5,454)	\$ 29.93	96.10%	3.90%
2035	133,976.0	133,976.0	(5,874)	\$ 29.93	95.80%	4.20%
2036	133,556.5	133,556.5	(6,293)	\$ 29.93	95.50%	4.50%
2037	133,136.9	133,136.9	(6,713)	\$ 29.93	95.20%	4.80%
2038	132,717.4	132,717.4	(7,132)	\$ 29.93	94.90%	5.10%
2039	132,297.8	132,297.8	(7,552)	\$ 29.93	94.60%	5.40%
2040	131,878.3	131,878.3	(7,971)	\$ 29.93	94.30%	5.70%
2041	131,458.7	131,458.7	(8,391)	\$ 29.93	94.00%	6.00%
2042	131,039.2	131,039.2	(8,811)	\$ 29.93	93.70%	6.30%
2043	130,619.6	130,619.6	(9,230)	\$ 29.93	93.40%	6.60%
2044	130,200.1	130,200.1	(9,650)	\$ 29.93	93.10%	6.90%
2045	129,780.5	129,780.5	(10,069)	\$ 29.93	92.80%	7.20%

## Sempra, Copper Mountain 5

Project Name **Sempra Copper Mountain 5**  
 Type **PV**  
 Nameplate (MW): **250.0**  
 COD (mm, dd, year) **1 1 2022**  
 Termination (mm, dd, year) **12 31 2046**  
 Term **25**  
 PPA Entity **SPPC**  
 Service Territory **NPC**  
 # of Supply Amount Tables **1**

As modeled: Supply, schedule, degradation, and pricing are per Attachment G as submitted by the Bidder. Post bid adjustments may have occurred during final negotiations

Hour Ending	Peak	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1	Off Peak (MWh)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
2		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
3		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
4		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
5		0.000	0.000	0.000	0.000	0.250	1.835	0.162	0.000	0.000	0.000	0.000	0.000
6		0.000	0.000	0.173	14.460	54.380	72.083	48.751	19.375	3.909	0.056	0.000	0.000
7	OnPeak (MWh)	0.000	4.101	42.851	115.159	181.083	192.688	147.128	128.411	95.790	44.482	8.101	0.233
8		41.399	79.679	152.444	198.318	223.962	225.265	191.627	206.982	207.176	155.143	96.443	45.258
9		132.720	169.562	208.609	210.929	228.817	235.216	211.043	219.275	224.919	181.770	170.739	136.826
10		158.361	173.796	212.368	217.165	229.942	238.089	207.118	216.485	226.374	179.116	165.151	145.197
11		155.150	182.329	211.770	219.416	226.798	239.217	211.813	201.929	220.314	179.126	154.126	141.309
12		151.836	170.909	209.291	222.942	228.716	229.753	206.634	195.909	206.136	180.966	150.506	133.842
13		156.525	172.239	205.162	214.983	228.386	218.708	203.005	203.957	194.197	187.075	159.255	135.667
14		157.577	163.931	208.021	213.318	229.142	216.180	197.077	197.303	194.103	186.546	168.345	133.460
15		155.697	169.818	198.101	219.020	219.163	222.792	190.577	202.117	194.673	178.351	160.441	127.586
16		104.922	139.938	191.801	207.238	209.312	225.854	195.617	184.378	188.693	136.707	77.781	57.237
17		17.734	57.850	110.541	150.271	186.490	207.849	178.820	164.904	106.361	32.151	3.540	0.967
18		0.000	1.085	13.494	38.385	74.264	117.913	104.851	60.830	12.209	0.045	0.000	0.000
19		0.000	0.000	0.000	0.045	4.457	17.679	15.968	1.889	0.000	0.000	0.000	0.000
20		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
21		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
22		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
23	Off Peak (MWh)	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
24		0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000
DAILY TOTALS	OffPeak (MWh)	0.0	0.0	0.2	14.5	54.6	73.9	48.9	19.4	3.9	0.1	0.0	0.0
	OnPeak (MWh)	1,231.9	1,485.2	1,964.5	2,227.2	2,470.5	2,587.2	2,261.3	2,184.4	2,070.9	1,641.5	1,314.4	1,057.6
MONTHLY TOTALS	Total (MWh)	1,231.9	1,485.2	1,964.6	2,241.6	2,525.2	2,661.1	2,310.2	2,203.7	2,074.9	1,641.5	1,314.4	1,057.6
	OffPeak (MWh)	0.0	0.0	5.4	433.8	1,693.5	2,217.6	1,516.3	600.6	117.3	1.7	0.0	0.0
ANNUAL	OnPeak (MWh)	38,189.6	41,586.6	60,898.0	66,815.7	76,586.5	77,616.0	70,099.6	67,715.5	62,128.3	50,885.8	39,432.9	32,785.0
	Total (MWh)	38,189.6	41,586.6	60,903.4	67,249.5	78,280.0	79,833.6	71,615.9	68,316.1	62,245.6	50,887.6	39,432.9	32,785.0

Sempra, Copper Mountain 5

<b>Projected Portfolio Credits &amp; Pricing</b>						
<b>Year</b>	<b>Total kPCs</b>	<b>Net MW hrs</b>	<b>Degradation</b>	<b>Price /MWh</b>	<b>Yield</b>	<b>Cum. Degrad.</b>
2022	691,325.7	691,325.7	0.0	\$ 21.55	100.00%	0.00%
2023	687,869.1	687,869.1	(3,457)	\$ 22.09	99.50%	0.50%
2024	684,412.5	684,412.5	(6,913)	\$ 22.64	99.00%	1.00%
2025	680,955.8	680,955.8	(10,370)	\$ 23.21	98.50%	1.50%
2026	677,499.2	677,499.2	(13,827)	\$ 23.79	98.00%	2.00%
2027	674,042.6	674,042.6	(17,283)	\$ 24.38	97.50%	2.50%
2028	670,586.0	670,586.0	(20,740)	\$ 24.99	97.00%	3.00%
2029	667,129.3	667,129.3	(24,196)	\$ 25.62	96.50%	3.50%
2030	663,672.7	663,672.7	(27,653)	\$ 26.26	96.00%	4.00%
2031	660,216.1	660,216.1	(31,110)	\$ 26.91	95.50%	4.50%
2032	656,759.4	656,759.4	(34,566)	\$ 27.59	95.00%	5.00%
2033	653,302.8	653,302.8	(38,023)	\$ 28.28	94.50%	5.50%
2034	649,846.2	649,846.2	(41,480)	\$ 28.98	94.00%	6.00%
2035	646,389.6	646,389.6	(44,936)	\$ 29.71	93.50%	6.50%
2036	642,932.9	642,932.9	(48,393)	\$ 30.45	93.00%	7.00%
2037	639,476.3	639,476.3	(51,849)	\$ 31.21	92.50%	7.50%
2038	636,019.7	636,019.7	(55,306)	\$ 31.99	92.00%	8.00%
2039	632,563.0	632,563.0	(58,763)	\$ 32.79	91.50%	8.50%
2040	629,106.4	629,106.4	(62,219)	\$ 33.61	91.00%	9.00%
2041	625,649.8	625,649.8	(65,676)	\$ 34.45	90.50%	9.50%
2042	622,193.2	622,193.2	(69,133)	\$ 35.31	90.00%	10.00%
2043	618,736.5	618,736.5	(72,589)	\$ 36.19	89.50%	10.50%
2044	615,279.9	615,279.9	(76,046)	\$ 37.10	89.00%	11.00%
2045	611,823.3	611,823.3	(79,502)	\$ 38.03	88.50%	11.50%
2046	608,366.6	608,366.6	(82,959)	\$ 38.98	88.00%	12.00%

**REN-2**

## Nevada Power & Sierra Generic Placeholder Profiles Common to all Plans

### Summary

#### Generic Placeholders

Placeholder	Nameplate		Location	Capacity	Yr 1 Output	Annual Degradation	Associated Station Usage Credits?
	Type	MW AC					
PPA PV SN 25 MW Tracking	PV	25	Southern NV	34.7%	75,980		
PPA PV NN 25 MW Tracking	PV	25	Northern NV	31.6%	69,252		
PPA Geo NN 25 MW	Geo	25	Northern NV	75.0%	164,312		30,000

#### **PV Projects:**

Tracking assume single axis. Output, capacity & degradation assume Tier 1 crystalline or thin panel technology. Actual generation, capacity and degradation are project specific and would be based on the prevailing technology at the time the project is placed into service. Degradation is not applied to generic placeholder PPA projects. The assumption is that the counter party will assume the production risk.

#### **Geothermal:**

Dry cooled with sufficient resource to support a 75% capacity factor and a 18% parasitic load for the extraction and transportation of geothermal brine or used to pump or compress geothermal brine. Actual generation, station usage and capacity factor are project and resource specific and would be based on the prevailing technology at the time the project is placed into service.

Capacity factor are calculated based on nameplate



# PPA PV SN 25 MW Tracking (X), Southern Nevada (1X, 2X, 3X, & 4X)

This profile is specific to Nevada Power

Project Name PPA PV SN 25 MW Tracking  
Energy Source PV  
Nameplate (MW AC): 25  
Life 25  
Owner PPA  
Service Territory NPC  
# of Supply Amount Tables 1.0  
Capacity Factor (Yr 1) 34.7%

Supply Amount Table Source: 2014 NPC RFP Southern NV Site, Tier 1 Panels

Hour Ending	Peak	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1	Off Peak (MWh)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5		0.00	0.00	0.00	0.00	0.07	0.39	0.02	0.00	0.00	0.00	0.00	0.00
6		0.00	0.00	0.01	2.09	8.05	9.89	6.03	2.65	0.49	0.00	0.00	0.00
7	OnPeak (MWh)	0.00	0.21	5.07	14.91	21.73	22.01	17.21	15.20	11.37	5.37	0.63	0.00
8		3.65	8.18	17.99	22.16	23.59	23.64	21.00	22.04	22.24	19.29	11.10	4.37
9		16.07	18.70	22.18	23.02	23.87	24.09	22.41	23.04	23.47	22.13	19.32	15.42
10		18.48	20.47	23.05	23.31	24.01	24.25	22.95	23.35	23.76	22.14	19.48	16.94
11		17.64	20.31	23.16	23.15	23.99	24.23	23.08	23.54	23.84	21.36	18.13	15.63
12		16.23	19.34	22.62	23.01	23.88	24.13	23.23	23.52	23.69	20.53	17.35	14.59
13		16.33	19.19	22.34	22.87	23.69	23.98	23.09	23.38	23.71	20.67	17.61	15.06
14		17.00	19.24	21.85	22.45	23.16	23.78	22.64	23.01	23.54	21.05	18.11	15.60
15		16.46	18.55	20.95	21.71	22.66	23.50	21.78	22.15	22.91	20.16	16.97	14.70
16		10.98	16.16	19.51	20.72	21.89	22.98	20.33	20.94	21.17	15.38	8.33	6.45
17		1.01	5.76	12.62	17.26	20.18	21.66	17.54	17.44	12.25	3.00	0.12	0.00
18		0.00	0.01	1.06	4.12	9.54	13.40	10.07	6.57	0.88	0.00	0.00	0.00
19		0.00	0.00	0.00	0.00	0.25	1.20	0.84	0.07	0.00	0.00	0.00	0.00
20		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23	Off Peak (MWh)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.0	0.0	0.0	2.1	8.1	10.3	6.1	2.6	0.5	0.0	0.0	0.0
		133.8	166.1	212.4	238.7	262.4	272.8	246.2	244.2	232.8	191.1	147.1	118.7
		<b>133.8</b>	<b>166.1</b>	<b>212.4</b>	<b>240.8</b>	<b>270.6</b>	<b>283.1</b>	<b>252.2</b>	<b>246.9</b>	<b>233.3</b>	<b>191.1</b>	<b>147.1</b>	<b>118.7</b>
		0.0	0.0	0.3	62.7	251.8	308.4	187.6	82.1	14.6	0.0	0.0	0.0
		4,148.9	4,651.5	6,583.9	7,161.2	8,135.9	8,185.1	7,630.9	7,571.7	6,985.1	5,923.3	4,414.1	3,681.1
		<b>4,148.9</b>	<b>4,651.5</b>	<b>6,584.2</b>	<b>7,224.0</b>	<b>8,387.7</b>	<b>8,493.6</b>	<b>7,818.5</b>	<b>7,653.8</b>	<b>6,999.7</b>	<b>5,923.3</b>	<b>4,414.1</b>	<b>3,681.1</b>
		<b>75,980.3</b>											

In-Service Month: *	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Net	75,980.3	71,831.4	67,179.9	60,595.6	53,371.7	44,984.0	36,490.4	28,671.9	21,018.2	14,018.5	8,095.1	3,681.1
		94.54%	88.42%	79.75%	70.24%	59.20%	48.03%	37.74%	27.66%	18.45%	10.65%	4.84%

\* for calculation purposes, the worksheet assumes that all projects declare COD on the 1st of the month, the above does not take into account test energy/credits

PPA PV SN 25 MW Tracking (1X)	75,980.3
PPA PV SN 25 MW Tracking (2X)	151,960.6
PPA PV SN 25 MW Tracking (3X)	227,940.8
PPA PV SN 25 MW Tracking (4X)	303,921.1

PPA PV NN 25 MW (X), Northern Nevada (1X, 2X, 3X & 4X)

This profile is specific to Sierra

Project Name PPA PV NN 25 MW Tracking  
 Energy Source PV  
 Nameplate (MW AC): 25  
 Life 25  
 Owner PPA  
 Service Territory SPPC  
 # of Supply Amount Tables 1.0  
 Capacity Factor (Yr 1) 31.6%

Supply Amount Table Source: 2014 NPC RFP North NV Site, Tier 1 Panels

Hour Ending	Peak	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1	Off Peak (MWh)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
3		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
6		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7	OnPeak (MWh)	0.00	0.00	0.00	1.37	6.74	10.70	7.39	2.51	0.00	0.00	0.00	0.00
8		0.27	4.05	2.47	12.06	18.95	21.97	20.75	16.81	9.26	2.39	4.42	0.78
9		7.49	14.09	14.01	18.23	21.62	23.41	23.28	23.29	22.29	15.72	12.40	9.88
10		11.03	16.66	18.15	19.55	22.38	24.04	23.75	23.99	23.03	19.54	12.88	11.75
11		11.50	15.18	19.63	20.32	23.43	23.81	24.07	23.93	23.00	19.40	12.27	10.61
12		10.55	13.87	18.83	20.77	23.21	23.72	23.67	23.73	21.88	17.75	11.55	9.83
13		11.45	14.10	17.55	19.49	21.65	22.57	23.31	22.73	20.66	16.71	13.06	10.71
14		11.81	13.92	18.53	19.96	21.37	22.38	23.04	22.91	20.79	17.63	13.69	11.54
15		12.92	15.41	17.42	20.48	21.27	22.64	23.24	23.35	21.85	18.17	14.67	12.11
16		9.40	14.53	17.01	20.56	20.94	22.31	23.21	23.43	22.56	18.44	8.21	5.27
17		0.69	6.11	16.41	19.33	19.97	22.05	23.40	22.58	21.78	16.27	0.10	0.00
18		0.00	0.00	11.64	17.92	18.53	20.75	22.67	21.11	15.80	4.63	0.00	0.00
19		0.00	0.00	1.75	7.92	13.25	17.50	19.00	12.35	2.71	0.00	0.00	0.00
20		0.00	0.00	0.00	0.00	2.13	5.49	5.36	1.08	0.00	0.00	0.00	0.00
21		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
23	Off Peak (MWh)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
24													
		87.1	127.9	173.4	218.0	255.4	283.3	286.2	263.8	225.6	166.6	103.3	82.5
		<b>87.1</b>	<b>127.9</b>	<b>173.4</b>	<b>218.0</b>	<b>255.4</b>	<b>283.3</b>	<b>286.2</b>	<b>263.8</b>	<b>225.6</b>	<b>166.6</b>	<b>103.3</b>	<b>82.5</b>
		0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
		2,700.3	3,581.9	5,374.8	6,538.7	7,918.6	8,500.3	8,870.7	8,178.0	6,768.4	5,166.0	3,097.6	2,557.0
		<b>2,700.3</b>	<b>3,581.9</b>	<b>5,374.8</b>	<b>6,538.7</b>	<b>7,918.6</b>	<b>8,500.3</b>	<b>8,870.7</b>	<b>8,178.0</b>	<b>6,768.4</b>	<b>5,166.0</b>	<b>3,097.6</b>	<b>2,557.0</b>
		<b>69,252.4</b>											

In-Service Month: *	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Net	69,252.4	66,552.1	62,970.3	57,595.4	51,056.8	43,138.2	34,637.8	25,767.1	17,589.1	10,820.7	5,654.7	2,557.0
		96.10%	90.93%	83.17%	73.73%	62.29%	50.02%	37.21%	25.40%	15.63%	8.17%	3.69%

\* for calculation purposes, the worksheet assumes that all projects declare COD on the 1st of the month, the above does not take into account test energy/credits

PPA PV NN 25 MW Tracking (1X)	69,252.4
PPA PV NN 25 MW Tracking (2X)	138,504.8
PPA PV NN 25 MW Tracking (3X)	207,757.3
PPA PV NN 25 MW Tracking (4X)	277,009.7

# PPA Geo NV 25 MW (X), Northern Nevada (1X, 2X, 3X & 4X)

This profile is common to both Nevada Power & Sierra

Project Name PPA Geo NN 25 MW  
Energy Source Geo  
Nameplate (MW AC): 25  
Life 20  
Owner PPA  
Service Territory SPPC  
# of Supply Amount Ta 1.0  
Degradation per Year n/a  
Capacity Factor (Yr 1) 75.0%

Supply Amount Table Source: Dry Cooled, Enhanced Capacity Factor

Geothermal SU: Energy consumption associated with geothermal brine (extract, transport, pump, etc.) > 18% 30,000.0

Hour Ending	Peak	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1	Off Peak (MWh)	22.65	22.34	22.09	21.40	19.96	17.70	15.44	16.32	18.64	20.71	21.71	22.59
2		22.65	22.40	22.09	21.46	20.21	18.01	15.81	16.69	19.01	20.83	21.78	22.59
3		22.65	22.40	22.15	21.59	20.39	18.32	16.13	16.94	19.08	20.96	21.84	22.59
4		22.65	22.47	22.21	21.71	20.52	18.76	16.38	17.26	19.26	21.02	21.84	22.59
5		22.65	22.53	22.28	21.78	20.65	19.01	16.63	17.57	19.64	21.15	21.90	22.59
6		22.65	22.53	22.28	21.84	20.71	19.01	16.76	17.76	19.70	21.21	21.96	22.59
7		22.65	22.53	22.34	21.71	19.89	17.26	15.63	17.26	19.77	21.34	22.03	22.59
8	On Peak (MWh)	22.65	22.53	22.09	20.90	18.70	16.13	14.06	15.00	18.14	21.15	21.96	22.59
9		22.65	22.28	21.40	20.27	17.82	15.25	12.99	13.93	16.50	19.77	21.46	22.59
10		22.28	21.65	20.90	19.77	17.07	14.37	12.11	13.05	15.63	18.89	20.58	22.15
11		21.84	21.21	20.46	19.33	16.50	13.74	11.42	12.36	14.75	18.14	19.96	21.78
12		21.65	20.90	20.14	18.89	16.06	13.18	10.92	11.86	14.18	17.32	19.58	21.52
13		21.52	20.65	19.96	18.57	15.88	12.93	10.67	11.42	13.81	17.07	19.39	21.52
14		21.59	20.58	19.77	18.32	15.63	12.61	10.54	11.17	13.49	16.57	18.83	21.34
15		21.40	20.33	19.64	18.14	15.50	12.61	10.48	11.11	13.49	16.44	18.89	21.27
16		21.59	20.46	19.77	18.14	15.63	12.61	10.60	11.11	13.55	16.63	19.01	21.46
17		21.78	20.65	19.83	18.39	15.88	12.68	10.79	11.23	13.93	16.94	19.58	21.84
18		22.28	21.27	20.21	18.70	16.19	13.05	11.17	11.67	14.62	18.26	20.71	22.28
19		22.47	21.96	21.02	19.52	16.88	13.74	11.86	12.55	15.88	19.33	20.90	22.34
20		22.47	22.03	21.34	20.33	18.01	14.87	12.86	14.12	16.82	19.64	21.08	22.47
21		22.53	22.09	21.46	20.52	18.70	16.06	13.93	14.81	17.13	19.96	21.27	22.53
22		22.59	22.21	21.65	20.71	19.08	16.57	14.31	15.12	17.51	20.21	21.40	22.53
23	Off Peak (MWh)	22.59	22.28	21.78	21.02	19.39	17.01	14.75	15.63	17.82	20.52	21.59	22.53
24		21.30	21.06	20.65	19.94	18.52	16.27	14.20	15.15	17.28	19.53	20.41	21.30
		179.8	178.0	175.5	170.7	160.3	144.1	126.1	133.3	150.4	165.9	173.0	179.4
		353.9	343.3	332.0	312.2	273.4	227.7	194.3	207.8	249.2	297.6	326.6	352.8
		533.7	521.3	507.5	482.9	433.7	371.8	320.4	341.1	399.6	463.6	499.6	532.2
		5,574.0	4,984.1	5,441.1	5,121.9	4,970.5	4,322.9	3,908.7	4,132.5	4,513.1	5,143.6	5,190.7	5,560.4
		10,971.4	9,612.8	10,290.7	9,365.7	8,475.7	6,829.9	6,024.5	6,440.9	7,475.6	9,226.5	9,798.7	10,936.3
		16,545.4	14,597.0	15,731.7	14,487.6	13,446.2	11,152.8	9,933.2	10,573.4	11,988.7	14,370.1	14,989.4	16,496.7
		164,312.2											

In-Service Month: *	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Net	164,312.2	147,766.8	133,169.9	117,438.1	102,950.5	89,504.3	78,351.6	68,418.3	57,844.9	45,856.2	31,486.1	16,496.7
		89.93%	81.05%	71.47%	62.66%	54.47%	47.68%	41.64%	35.20%	27.91%	19.16%	10.04%

\* for calculation purposes, the worksheet assumes that all projects declare COD on the 1st of the month, the above does not take into account test energy/credits

PPA Geo NN 25 MW (1X)	164,312.2	30,000.0
PPA Geo NN 25 MW (2X)	328,624.5	60,000.0
PPA Geo NN 25 MW (3X)	492,936.7	90,000.0
PPA Geo NN 25 MW (4X)	657,248.9	120,000.0

**REN-3**

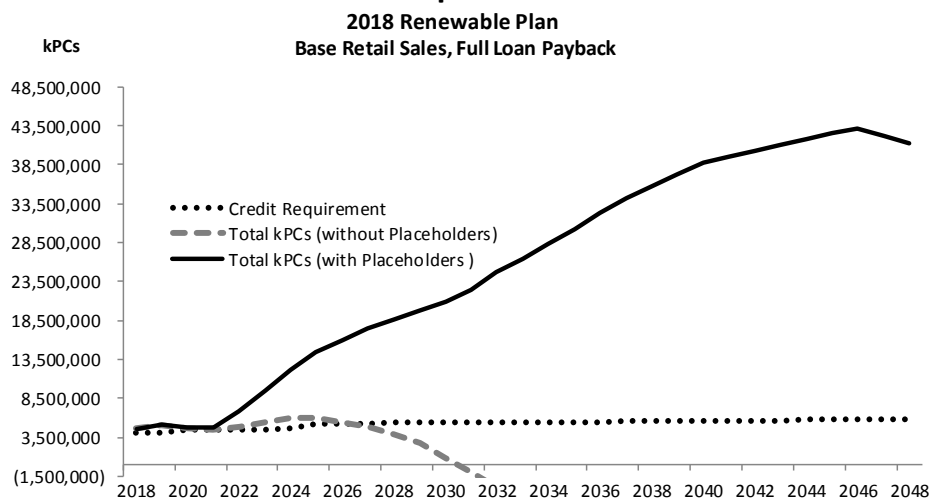
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**REN-4**

## Renewable – Compliance Build Out Scenarios

Nevada Power Renewable Plan, **Base** Retail Sales

### NPC RPS Compliance Outlook



Projected RPS credit short-fall assuming no Placeholder Projects >>

**2027**

Project			MW	COD	MTH/YR
ER RFP	>	8minutenergy, Eagle Shadow Mountain Solar	300.0	1	2022
ER RFP	>	Sempra 1.0 Copper Mountain 5	250.0	1	2022
ER RFP	>	174 Power Global 1 Techren V	50.0	1	2021
Placeholder	>	PPA PV SN 25 MW Tracking (4X)	100.0	1	2023 *
Placeholder	>	PPA PV SN 25 MW Tracking (2X)	50.0	1	2023 *
Placeholder	>	PPA PV SN 25 MW Tracking (4X)	100.0	1	2030
Placeholder	>	PPA PV SN 25 MW Tracking (4X)	100.0	1	2030
Placeholder	>	PPA PV SN 25 MW Tracking (2X)	50.0	1	2030
Placeholder	>	PPA PV SN 25 MW Tracking (4X)	100.0	1	2031
Placeholder	>	PPA PV SN 25 MW Tracking (4X)	100.0	1	2031
Placeholder	>	PPA PV SN 25 MW Tracking (4X)	100.0	1	2032
Placeholder	>	PPA PV SN 25 MW Tracking (4X)	100.0	1	2032
Placeholder	>	PPA PV SN 25 MW Tracking (2X)	50.0	1	2032
Placeholder	>	PPA PV SN 25 MW Tracking (4X)	100.0	1	2033
Placeholder	>	PPA PV SN 25 MW Tracking (4X)	100.0	1	2033
Placeholder	>	PPA PV SN 25 MW Tracking (4X)	100.0	1	2033
Placeholder	>	PPA Geo NN 25 MW (2X)	50.0	1	2035
Placeholder	>	PPA PV SN 25 MW Tracking (4X)	100.0	1	2044
Placeholder	>	PPA PV SN 25 MW Tracking (4X)	100.0	1	2048
Placeholder	>	PPA PV SN 25 MW Tracking (4X)	100.0	1	2048
Total NPC			<u>2,100.0</u>		

\* additional capacity that is needed to double total operating capacity by 2023.

The above placeholder projects do not imply intent. The timing and type of projects selected will be driven based on the proposals submitted and the options that are available at the time.

**Base Retail Sales, Credit Requirement and Credits by Type**

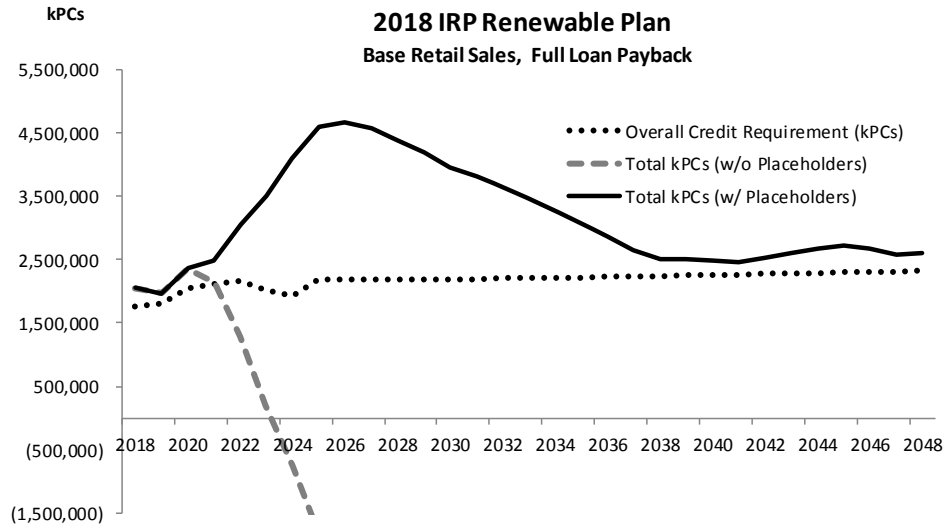
Year	Net Energy	Station Usage, Misc. PEC Purchases, GRT Credit Obligations & Credit Repayments	Renewable Generations	Demand Side Management (DSM)	Exit Credit Obligation	Prior Year Banked + Pool Repayments or (Deficit Carry Forward)	Total kPCs	RPS Credit Requirement
2018	1,216,042	(326,331)	133,148	352,262	0	673,964	2,049,084	1,761,309
2019	1,470,083	(596,254)	138,948	361,669	0	587,775	1,962,221	1,808,344
2020	1,796,341	(882,141)	143,948	204,493	0	1,098,877	2,361,518	2,044,933
2021	2,251,097	(992,615)	148,548	210,261	0	855,023	2,472,314	2,102,609
2022	3,308,118	(1,000,174)	150,698	215,101	0	369,705	3,043,448	2,151,011
2023	3,251,465	(990,665)	150,698	201,667	0	892,437	3,505,602	2,016,668
2024	3,256,077	(985,032)	150,698	191,502	0	1,488,934	4,102,178	1,915,017
2025	3,242,616	(996,085)	150,698	0	0	2,187,161	4,584,390	2,175,431
2026	3,110,005	(1,005,579)	150,698	0	0	2,408,959	4,664,083	2,178,147
2027	2,947,382	(1,026,296)	150,698	0	0	2,485,936	4,557,721	2,181,453
2028	2,896,321	(1,034,500)	150,698	0	0	2,376,268	4,388,786	2,187,749
2029	2,853,825	(1,023,740)	150,698	0	0	2,201,037	4,181,820	2,189,697
2030	2,840,795	(1,019,804)	150,698	0	0	1,992,123	3,963,811	2,192,808
2031	2,900,349	(1,015,869)	150,698	0	0	1,771,003	3,806,180	2,196,460
2032	2,898,571	(1,014,708)	150,698	0	0	1,609,720	3,644,281	2,203,647
2033	2,880,955	(1,008,002)	150,698	0	0	1,440,634	3,464,285	2,206,386
2034	2,871,259	(1,004,070)	150,698	0	0	1,257,899	3,275,787	2,212,190
2035	2,861,565	(1,000,139)	150,698	0	0	1,063,597	3,075,721	2,218,504
2036	2,859,685	(998,938)	150,698	0	0	857,217	2,868,662	2,227,759
2037	2,842,179	(992,279)	150,698	0	0	640,903	2,641,500	2,231,816
2038	2,639,055	(683,605)	150,698	0	0	409,684	2,515,832	2,238,651
2039	2,760,155	(681,119)	150,698	0	0	277,181	2,506,915	2,245,880
2040	2,748,248	(670,850)	150,698	0	0	261,035	2,489,131	2,255,635
2041	2,704,173	(638,215)	150,698	0	0	233,496	2,450,153	2,263,811
2042	2,834,621	(635,921)	150,698	0	0	186,342	2,535,740	2,271,909
2043	2,826,565	(633,628)	150,698	0	0	263,831	2,607,466	2,280,051
2044	2,826,230	(633,064)	150,698	0	0	327,415	2,671,279	2,291,133
2045	2,283,156	(101,745)	150,698	0	0	380,146	2,712,254	2,296,267
2046	2,114,349	50	150,698	0	0	415,987	2,681,084	2,304,587
2047	1,990,683	60,050	150,698	0	0	376,497	2,577,927	2,312,923



## Renewable – Compliance Build Out Scenarios

Sierra Renewable Plan, Base Retail Sales

### SPPC RPS Compliance Outlook



Projected RPS credit short-fall assuming no Placeholder Projects >>

**2022**

	Project	MW	COD MTH/YR
ER RFP >	NextEra 1.0 Dodge Flat	200.0	9 2021
ER RFP >	NextEra 3.0 Fish Springs Ranch Solar	100.0	12 2021
ER RFP >	Cypress Creek 1.0 Battle Mountain	101.0	6 2021
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1 2022 *
Placeholder >	PPA PV NN 25 MW Tracking (2X)	50.0	1 2023 *
Placeholder >	PPA PV NN 25 MW Tracking (2X)	50.0	1 2029
Placeholder >	PPA PV NN 25 MW Tracking (1X)	25.0	1 2031
Placeholder >	PPA PV NN 25 MW Tracking (3X)	75.0	1 2038
Placeholder >	PPA PV NN 25 MW Tracking (2X)	50.0	1 2039
Placeholder >	PPA PV NN 25 MW Tracking (2X)	50.0	1 2042
Placeholder >	PPA Geo NN 25 MW (2X)	50.0	1 2047
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1 2047
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1 2047
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1 2047
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1 2048
Total SPPC		Total	<u>1,251.0</u>

\* additional capacity that is needed to double total operating capacity by 2023

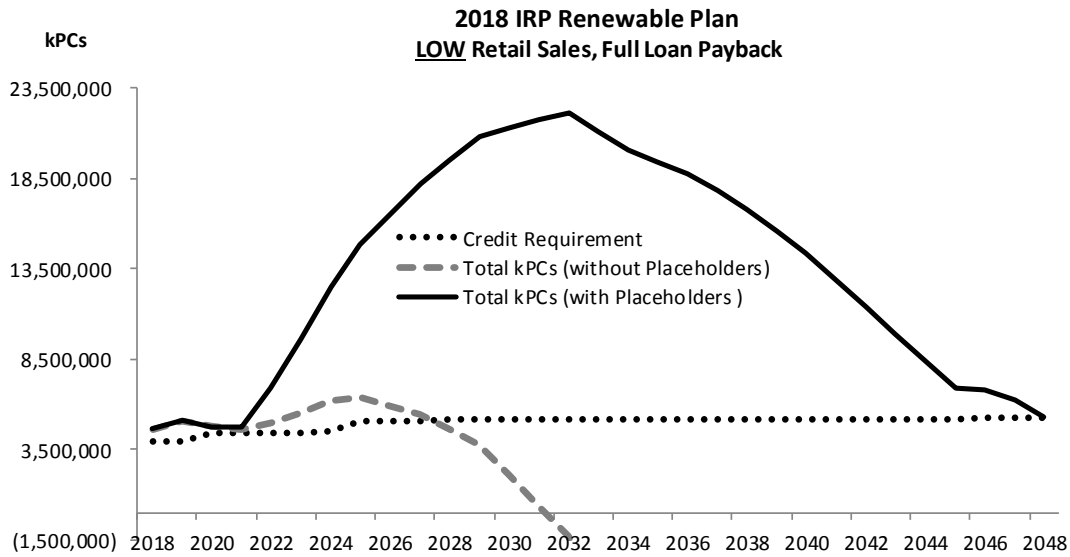
The above placeholder projects do not imply intent. The timing and type of projects selected will be driven based on the proposals submitted and the options that are available at the time.

**Sierra** Base Retail Sales, Credit Requirement and Credits by Type

Year	Net Energy	Station Usage, Misc. PEC Purchases, GRT Credit Obligations & Credit Repayments	Renewable Generations	Demand Side Management (DSM)	Exit Credit Obligation	Prior Year Banked + Pool Repayments or (Deficit Carry Forward)	Total kPCs	RPS Credit Requirement
2018	1,216,042	(326,331)	133,148	352,262	0	673,964	2,049,084	1,761,309
2019	1,470,083	(596,254)	138,948	361,669	0	587,775	1,962,221	1,808,344
2020	1,796,341	(882,141)	143,948	204,493	0	1,098,877	2,361,518	2,044,933
2021	2,251,097	(992,615)	148,548	210,261	0	855,023	2,472,314	2,102,609
2022	3,308,118	(1,000,174)	150,698	215,101	0	369,705	3,043,448	2,151,011
2023	3,251,465	(990,665)	150,698	201,667	0	892,437	3,505,602	2,016,668
2024	3,256,077	(985,032)	150,698	191,502	0	1,488,934	4,102,178	1,915,017
2025	3,242,616	(996,085)	150,698	0	0	2,187,161	4,584,390	2,175,431
2026	3,110,005	(1,005,579)	150,698	0	0	2,408,959	4,664,083	2,178,147
2027	2,947,382	(1,026,296)	150,698	0	0	2,485,936	4,557,721	2,181,453
2028	2,896,321	(1,034,500)	150,698	0	0	2,376,268	4,388,786	2,187,749
2029	2,853,825	(1,023,740)	150,698	0	0	2,201,037	4,181,820	2,189,697
2030	2,840,795	(1,019,804)	150,698	0	0	1,992,123	3,963,811	2,192,808
2031	2,900,349	(1,015,869)	150,698	0	0	1,771,003	3,806,180	2,196,460
2032	2,898,571	(1,014,708)	150,698	0	0	1,609,720	3,644,281	2,203,647
2033	2,880,955	(1,008,002)	150,698	0	0	1,440,634	3,464,285	2,206,386
2034	2,871,259	(1,004,070)	150,698	0	0	1,257,899	3,275,787	2,212,190
2035	2,861,565	(1,000,139)	150,698	0	0	1,063,597	3,075,721	2,218,504
2036	2,859,685	(998,938)	150,698	0	0	857,217	2,868,662	2,227,759
2037	2,842,179	(992,279)	150,698	0	0	640,903	2,641,500	2,231,816
2038	2,639,055	(683,605)	150,698	0	0	409,684	2,515,832	2,238,651
2039	2,760,155	(681,119)	150,698	0	0	277,181	2,506,915	2,245,880
2040	2,748,248	(670,850)	150,698	0	0	261,035	2,489,131	2,255,635
2041	2,704,173	(638,215)	150,698	0	0	233,496	2,450,153	2,263,811
2042	2,834,621	(635,921)	150,698	0	0	186,342	2,535,740	2,271,909
2043	2,826,565	(633,628)	150,698	0	0	263,831	2,607,466	2,280,051
2044	2,826,230	(633,064)	150,698	0	0	327,415	2,671,279	2,291,133
2045	2,283,156	(101,745)	150,698	0	0	380,146	2,712,254	2,296,267
2046	2,114,349	50	150,698	0	0	415,987	2,681,084	2,304,587
2047	1,990,683	60,050	150,698	0	0	376,497	2,577,927	2,312,923

Nevada Power Renewable Plan, **Low** Retail Sales

## NPC RPS Compliance Outlook



Projected RPS credit short-fall assuming no Placeholder Projects >>

**2028**

	Project	MW	COD MTH/YR
ER RFP >	8minutenergy Eagle Shadow Mountain Solar	300.0	1 2022
ER RFP >	Sempra 1.0 Copper Mountain 5	250.0	1 2022
ER RFP >	174 Power Global 1 Techren V	50.0	1 2021
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1 2023 *
Placeholder >	PPA PV SN 25 MW Tracking (2X)	50.0	1 2023 *
Placeholder >	PPA Geo NN 25 MW (2X)	50.0	1 2035
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1 2041
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1 2044
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1 2046
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1 2046
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1 2046
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1 2046
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1 2046
Total NPC		<u>1,500.0</u>	

\* additional capacity that is needed to double total operating capacity by 2023

The above placeholder projects do not imply intent. The timing and type of projects selected will be driven based on the proposals submitted and the options that are available at the time.

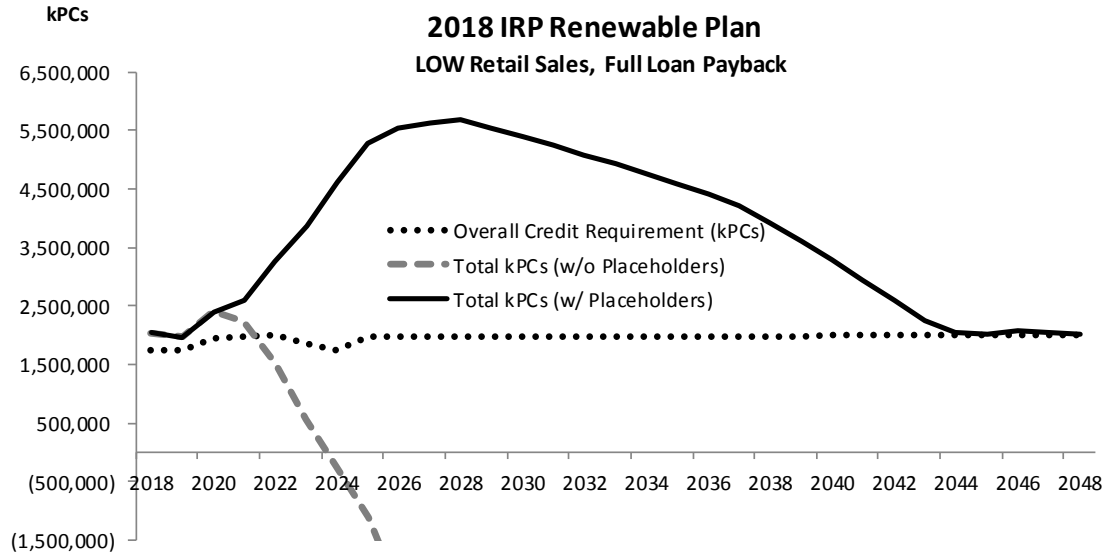
**Nevada Power Low Retail Sales, Credit Requirement and Credits by Type**

Nevada Power - Projected Portfolio Energy Credits by Year and Type								
Year	Net Energy	Station Usage, Misc. PEC Purchases, GRT Credit Obligations & Credit Repayments	Renewable Generations	Demand Side Management (DSM)	Exit Credit Obligation	Prior Year Banked or (Deficit Carry Forward) adjusted for Credits Repaid to SPPC	Total kPCs	RPS Credit Requirement
2018	3,210,576	138,359	505,429	797,737	(447,385)	439,817	4,644,534	3,988,683
2019	3,507,893	138,540	561,242	797,307	(269,353)	355,851	5,091,479	3,986,536
2020	3,655,281	194,980	599,942	440,466	(282,634)	159,943	4,767,979	4,404,657
2021	3,954,255	206,681	632,742	444,027	(292,761)	(175,116)	4,769,829	4,440,273
2022	5,581,167	213,083	646,842	444,473	(335,292)	329,556	6,879,827	4,444,732
2023	6,025,054	214,345	646,842	446,204	(149,282)	2,435,095	9,618,258	4,462,042
2024	6,029,533	216,146	646,842	448,322	(40,967)	5,156,216	12,456,093	4,483,217
2025	6,001,065	216,877	646,842	0	(40,862)	7,972,876	14,796,797	5,101,698
2026	5,989,070	218,203	646,842	0	(40,851)	9,695,099	16,508,364	5,111,598
2027	5,977,076	208,016	646,842	0	(40,729)	11,396,766	18,187,970	5,120,962
2028	5,723,946	104,246	646,842	0	(37,763)	13,067,008	19,504,279	5,135,736
2029	5,696,312	85,968	646,842	0	(37,481)	14,368,543	20,760,184	5,142,097
2030	5,128,470	(120,959)	646,842	0	(30,136)	15,618,087	21,242,305	5,143,834
2031	5,116,476	(119,296)	646,842	0	(30,129)	16,098,471	21,712,364	5,147,113
2032	5,044,047	(133,291)	646,842	0	(29,326)	16,565,251	22,093,523	5,156,204
2033	3,805,199	(279,840)	646,842	0	(16,184)	16,937,319	21,093,335	5,155,237
2034	3,793,204	(278,177)	646,842	0	(16,177)	15,938,098	20,083,790	5,155,937
2035	4,062,325	(217,162)	646,842	0	(15,708)	14,927,853	19,404,151	5,157,708
2036	4,061,428	(216,090)	646,842	0	(15,727)	14,246,443	18,722,895	5,166,208
2037	3,763,513	(110,777)	646,842	0	(13,056)	13,556,687	17,843,209	5,164,360
2038	3,294,149	159,422	646,842	0	(11,239)	12,678,849	16,768,023	5,169,256
2039	3,210,510	158,166	646,842	0	(10,518)	11,598,767	15,603,768	5,175,611
2040	3,156,562	157,392	646,842	0	(9,908)	10,428,157	14,379,044	5,188,978
2041	2,997,560	60,200	646,842	0	(6,131)	9,190,066	12,888,537	5,194,622
2042	2,987,933	60,200	646,842	0	(6,131)	7,693,915	11,382,759	5,200,304
2043	2,978,306	60,200	646,842	0	(6,131)	6,182,455	9,861,672	5,206,005
2044	3,016,336	60,364	646,842	0	(6,131)	4,655,667	8,373,078	5,211,783
2045	2,999,677	60,200	646,842	0	(6,131)	3,161,295	6,861,883	5,217,484
2046	4,471,513	60,200	646,842	0	(6,131)	1,644,399	6,816,823	5,223,282
2047	3,975,678	60,200	646,842	0	(6,131)	1,593,541	6,270,130	3,975,678

## Renewable – Compliance Build Out Scenarios

Sierra Renewable Plan, Low Retail Sales

### SPPC RPS Compliance Outlook



		Project	MW	COD	MTH/YR
ER RFP	>	NextEra 1.0 Dodge Flat	200.0	9	2021
ER RFP	>	NextEra 3.0 Fish Springs Ranch Solar	100.0	12	2021
ER RFP	>	Cypress Creek 1.0 Battle Mountain	101.0	6	2021
Placeholder	>	PPA PV NN 25 MW Tracking (4X)	100.0	1	2022 *
Placeholder	>	PPA PV NN 25 MW Tracking (2X)	50.0	1	2023 *
Placeholder	>	PPA PV NN 25 MW Tracking (2X)	50.0	1	2044
Placeholder	>	PPA PV NN 25 MW Tracking (3X)	75.0	1	2045
Placeholder	>	PPA PV NN 25 MW Tracking (2X)	50.0	1	2046
Placeholder	>	PPA Geo NN 25 MW (2X)	50.0	1	2047
Placeholder	>	PPA PV NN 25 MW Tracking (4X)	100.0	1	2047
Placeholder	>	PPA PV NN 25 MW Tracking (4X)	100.0	1	2047
Placeholder	>	PPA PV NN 25 MW Tracking (4X)	100.0	1	2047
Placeholder	>	PPA PV NN 25 MW Tracking (2X)	50.0	1	2048
Total SPPC		Total	<u>1,126.0</u>		

\* additional capacity that is needed to double total operating capacity by 2023

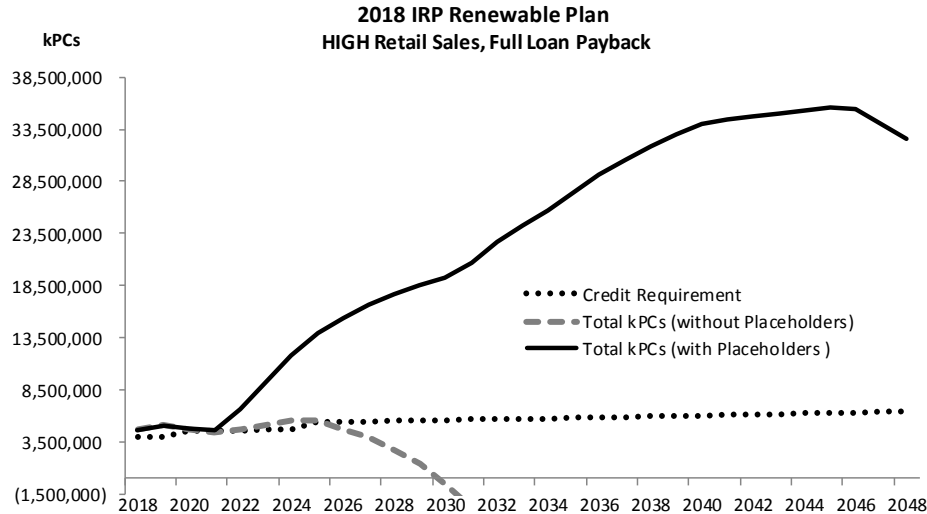
The above placeholder projects do not imply intent. The timing and type of projects selected will be driven based on the proposals submitted and the options that are available at the time.

**Sierra Low Retail Sales, Credit Requirement and Credits by Type**

Sierra Pacific Power - Projected Portfolio Energy Credits by Year and Type								
Year	Net Energy	Station Usage, Misc. PEC Purchases, GRT Credit Obligations & Credit Repayments	Renewable Generations	Demand Side Management (DSM)	Exit Credit Obligation	Prior Year Banked + Pool Repayments or (Deficit Carry Forward)	Total kPCs	RPS Credit Requirement
2018	1,216,042	(326,331)	133,148	348,876	0	673,964	2,045,699	1,744,382
2019	1,470,083	(596,254)	138,948	352,076	0	601,317	1,966,170	1,760,379
2020	1,796,341	(882,141)	143,948	195,737	0	1,150,791	2,404,675	1,957,368
2021	2,251,097	(992,615)	148,548	197,907	0	985,745	2,590,681	1,979,065
2022	3,308,118	(1,000,174)	150,698	199,448	0	611,616	3,269,706	1,994,480
2023	3,251,465	(990,665)	150,698	185,394	0	1,275,226	3,872,119	1,853,944
2024	3,256,077	(985,032)	150,698	174,764	0	2,018,175	4,614,682	1,747,642
2025	3,242,616	(996,085)	150,698	0	0	2,867,040	5,264,269	1,980,436
2026	3,110,005	(1,005,579)	150,698	0	0	3,283,833	5,538,957	1,978,407
2027	2,947,382	(1,026,296)	150,698	0	0	3,560,550	5,632,334	1,976,918
2028	2,896,321	(1,034,500)	150,698	0	0	3,655,416	5,667,935	1,978,746
2029	2,715,320	(1,023,740)	150,698	0	0	3,689,189	5,531,466	1,977,172
2030	2,702,290	(1,019,804)	150,698	0	0	3,554,294	5,387,478	1,976,808
2031	2,692,591	(1,015,869)	150,698	0	0	3,410,670	5,238,090	1,976,756
2032	2,690,244	(1,014,708)	150,698	0	0	3,261,334	5,087,569	1,980,097
2033	2,673,197	(1,008,002)	150,698	0	0	3,107,472	4,923,365	1,978,651
2034	2,663,502	(1,004,070)	150,698	0	0	2,944,714	4,754,845	1,979,774
2035	2,653,808	(1,000,139)	150,698	0	0	2,775,071	4,579,437	1,981,457
2036	2,651,358	(998,938)	150,698	0	0	2,597,980	4,401,099	1,985,721
2037	2,634,422	(992,279)	150,698	0	0	2,415,378	4,208,218	1,985,388
2038	2,223,541	(683,605)	150,698	0	0	2,222,830	3,913,464	1,987,695
2039	2,206,136	(681,119)	150,698	0	0	1,925,769	3,601,483	1,990,300
2040	2,192,711	(670,850)	150,698	0	0	1,611,183	3,283,742	1,995,423
2041	2,150,154	(638,215)	150,698	0	0	1,288,319	2,950,956	1,998,368
2042	2,142,097	(635,921)	150,698	0	0	952,588	2,609,462	2,001,232
2043	2,134,040	(633,628)	150,698	0	0	608,230	2,259,341	2,004,107
2044	2,270,693	(633,064)	150,698	0	0	255,234	2,043,560	2,010,001
2045	1,936,894	(101,745)	150,698	0	0	33,559	2,019,405	2,009,816
2046	1,906,592	50	150,698	0	0	9,589	2,066,929	2,012,736
2047	1,782,925	60,050	150,698	0	0	54,193	2,047,866	2,015,670

Nevada Power Renewable Plan, **High** Retail Sales

## NPC RPS Compliance Outlook



Projected RPS credit short-fall assuming no Placeholder Projects >>

**2021**

	Project	MW	COD MTH/YR
ER RFP >	8minutenergy Eagle Shadow Mountain Solar	300.0	1 2022
ER RFP >	Sempra 1.0 Copper Mountain 5	250.0	1 2022
ER RFP >	174 Power Global 1 Techren V	50.0	1 2021
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1 2023 *
Placeholder >	PPA PV SN 25 MW Tracking (2X)	50.0	1 2023 *
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1 2030
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1 2030
Placeholder >	PPA PV SN 25 MW Tracking (2X)	50.0	1 2030
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1 2031
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1 2031
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1 2032
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1 2032
Placeholder >	PPA PV SN 25 MW Tracking (2X)	50.0	1 2032
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1 2033
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1 2033
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1 2033
Placeholder >	PPA Geo NN 25 MW (2X)	50.0	1 2035
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1 2044
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1 2048
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1 2048
Total NPC		<u>2,100.0</u>	

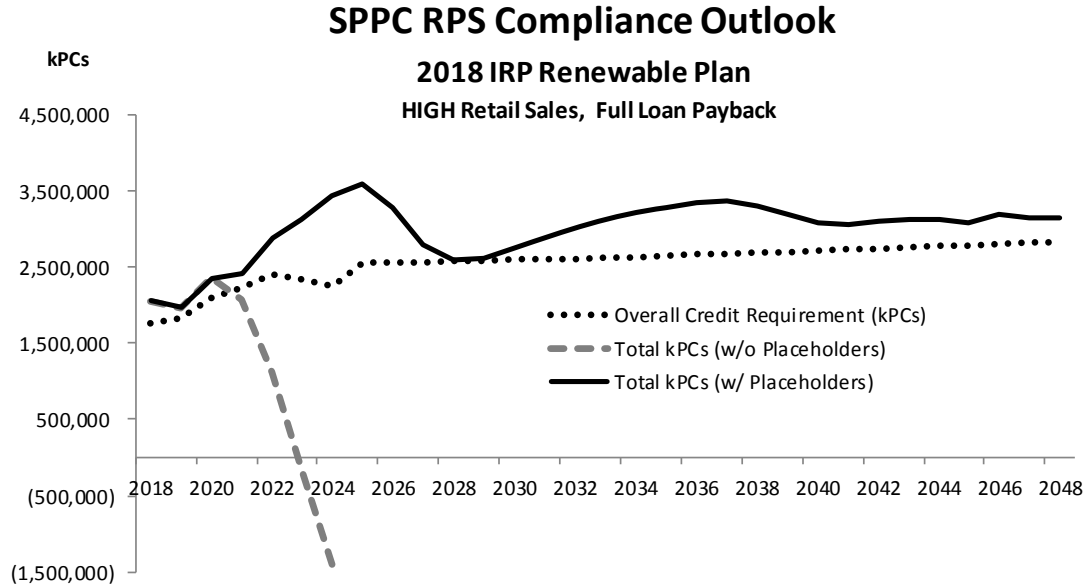
\* additional capacity that is needed to double total operating capacity by 2023

The above placeholder projects do not imply intent. The timing and type of projects selected will be driven based on the proposals submitted and the options that are available at the time.

**Nevada Power HIGH Retail Sales, Credit Requirement and Credits by Type**

Nevada Power - Projected Portfolio Energy Credits by Year and Type								
Year	Net Energy	Station Usage, Misc. PEC Purchases, GRT Credit Obligations & Credit Repayments	Renewable Generations	Demand Side Management (DSM)	Exit Credit Obligation	Prior Year Banked or (Deficit Carry Forward) adjusted for Credits Repaid to SPPC	Total kPCs	RPS Credit Requirement
2018	3,210,576	138,359	505,429	802,533	(446,201)	439,817	4,650,513	4,012,663
2019	3,507,893	138,540	561,242	810,371	(265,220)	337,850	5,090,676	4,051,855
2020	3,655,281	194,980	599,942	452,209	(275,604)	93,821	4,720,629	4,522,086
2021	3,954,255	206,681	632,742	460,028	(282,755)	(339,895)	4,631,056	4,600,280
2022	5,581,167	213,083	646,842	463,316	(322,930)	30,776	6,612,254	4,633,158
2023	6,025,054	214,345	646,842	468,159	(142,647)	1,979,096	9,190,848	4,681,587
2024	6,029,533	216,146	646,842	473,170	(38,855)	4,509,261	11,836,098	4,731,696
2025	6,001,065	216,877	646,842	0	(38,755)	7,104,402	13,930,431	5,412,563
2026	5,989,070	218,203	646,842	0	(38,325)	8,517,868	15,333,658	5,449,636
2027	5,977,076	208,016	646,842	0	(37,790)	9,884,022	16,678,165	5,486,909
2028	5,723,946	104,246	646,842	0	(35,404)	11,191,256	17,630,886	5,533,757
2029	5,696,312	85,968	646,842	0	(34,749)	12,097,129	18,491,502	5,573,108
2030	5,888,273	(120,959)	646,842	0	(27,625)	12,918,394	19,304,926	5,607,634
2031	6,484,121	(119,296)	646,842	0	(27,618)	13,697,292	20,681,341	5,644,484
2032	7,177,324	(133,291)	646,842	0	(26,577)	15,036,857	22,701,154	5,688,134
2033	6,844,410	(279,840)	646,842	0	(14,667)	17,013,020	24,209,765	5,724,090
2034	6,832,415	(278,177)	646,842	0	(14,492)	18,485,675	25,672,263	5,763,781
2035	7,101,537	(217,162)	646,842	0	(13,908)	19,908,482	27,425,791	5,805,316
2036	7,108,965	(216,090)	646,842	0	(13,925)	21,620,475	29,146,268	5,854,843
2037	6,802,724	(110,777)	646,842	0	(11,424)	23,291,425	30,618,790	5,891,132
2038	6,333,360	159,422	646,842	0	(9,834)	24,727,658	31,857,448	5,935,385
2039	6,249,721	158,166	646,842	0	(9,094)	25,922,063	32,967,699	5,981,437
2040	6,204,100	157,392	646,842	0	(8,552)	26,986,262	33,986,043	6,034,699
2041	5,732,850	60,200	646,842	0	(5,292)	27,951,344	34,385,944	6,080,474
2042	5,723,223	60,200	646,842	0	(5,227)	28,305,470	34,730,508	6,126,728
2043	5,713,596	60,200	646,842	0	(5,163)	28,603,780	35,019,255	6,173,370
2044	5,759,120	60,364	646,842	0	(5,163)	28,845,885	35,307,048	6,220,509
2045	5,734,967	60,200	646,842	0	(5,098)	29,086,539	35,523,450	6,267,776
2046	5,535,237	60,200	646,842	0	(5,098)	29,255,674	35,492,855	6,315,575
2047	4,127,639	60,200	646,842	0	(5,034)	29,177,280	34,006,927	4,127,639





Projected RPS credit short-fall assuming no Placeholder Projects >>

**2021**

		Project	MW	COD	MTH/YR
ER RFP	>	NextEra 1.0 Dodge Flat	200.0	9	2021
ER RFP	>	NextEra 3.0 Fish Springs Ranch Solar	100.0	12	2021
ER RFP	>	Cypress Creek 1.0 Battle Mountain	101.0	6	2021
Placeholder	>	PPA PV NN 25 MW Tracking (4X)	100.0	1	2022 *
Placeholder	>	PPA PV NN 25 MW Tracking (2X)	50.0	1	2023 *
Placeholder	>	PPA PV NN 25 MW Tracking (4X)	100.0	1	2028
Placeholder	>	PPA PV NN 25 MW Tracking (1X)	25.0	1	2028
Placeholder	>	PPA PV NN 25 MW Tracking (4X)	100.0	1	2029
Placeholder	>	PPA PV NN 25 MW Tracking (2X)	50.0	1	2029
Placeholder	>	PPA PV NN 25 MW Tracking (2X)	50.0	1	2030
Placeholder	>	PPA PV NN 25 MW Tracking (2X)	50.0	1	2041
Placeholder	>	PPA PV NN 25 MW Tracking (1X)	25.0	1	2042
Placeholder	>	PPA PV NN 25 MW Tracking (3X)	75.0	1	2046
Placeholder	>	PPA Geo NN 25 MW (2X)	50.0	1	2047
Placeholder	>	PPA PV NN 25 MW Tracking (4X)	100.0	1	2047
Total SPPC		Total	<u>1,176.0</u>		

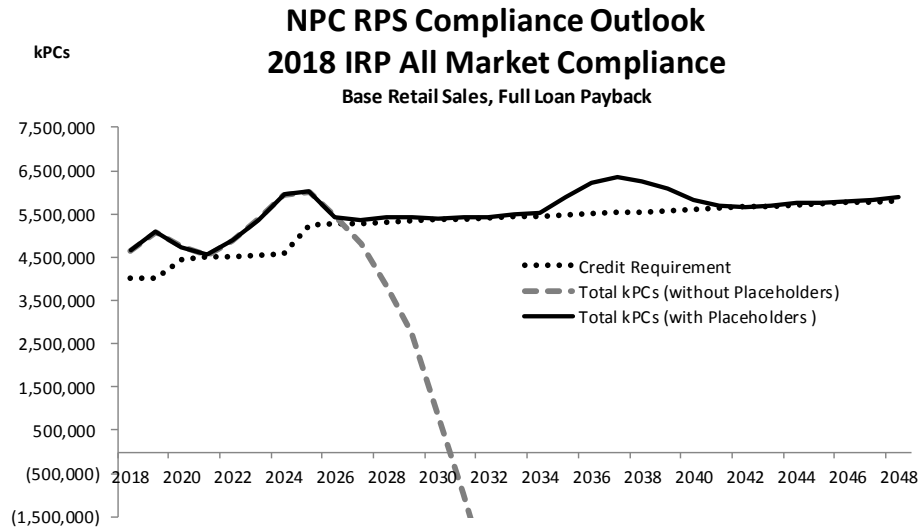
\* additional capacity that is needed to double total operating capacity by 2023

The above placeholder projects do not imply intent. The timing and type of projects selected will be driven based on the proposals submitted and the options that are available at the time.

**Sierra High Retail Sales, Credit Requirement and Credits by Type**

Sierra Pacific Power - Projected Portfolio Energy Credits by Year and Type								
Year	Net Energy	Station Usage, Misc. PEC Purchases, GRT Credit Obligations & Credit Repayments	Renewable Generations	Demand Side Management (DSM)	Exit Credit Obligation	Prior Year Banked + Pool Repayments or (Deficit Carry Forward)	Total kPCs	RPS Credit Requirement
2018	1,216,042	(326,331)	133,148	353,058	0	673,964	2,049,880	1,765,291
2019	1,470,083	(596,254)	138,948	365,127	0	584,589	1,962,494	1,825,634
2020	1,796,341	(882,141)	143,948	210,177	0	1,081,860	2,350,184	2,101,768
2021	2,251,097	(992,615)	148,548	223,474	0	786,854	2,417,358	2,234,743
2022	3,308,118	(1,000,174)	150,698	240,825	0	182,615	2,882,082	2,408,250
2023	3,251,465	(990,665)	150,698	234,118	0	473,832	3,119,449	2,341,182
2024	3,256,077	(985,032)	150,698	224,400	0	778,267	3,424,409	2,243,999
2025	3,242,616	(996,085)	150,698	0	0	1,180,410	3,577,639	2,553,664
2026	3,110,005	(1,005,579)	150,698	0	0	1,023,975	3,279,099	2,560,591
2027	2,947,382	(1,026,296)	150,698	0	0	718,508	2,790,292	2,568,158
2028	3,243,531	(1,034,500)	150,698	0	0	222,134	2,581,864	2,579,121
2029	3,477,096	(1,023,740)	150,698	0	0	2,743	2,606,797	2,585,316
2030	3,602,571	(1,019,804)	150,698	0	0	21,481	2,754,946	2,592,771
2031	3,592,873	(1,015,869)	150,698	0	0	162,175	2,889,877	2,600,948
2032	3,592,992	(1,014,708)	150,698	0	0	288,929	3,017,911	2,613,288
2033	3,573,479	(1,008,002)	150,698	0	0	404,623	3,120,798	2,621,784
2034	3,563,784	(1,004,070)	150,698	0	0	499,014	3,209,426	2,633,047
2035	3,554,089	(1,000,139)	150,698	0	0	576,379	3,281,027	2,644,631
2036	3,554,106	(998,938)	150,698	0	0	636,396	3,342,263	2,659,884
2037	3,534,703	(992,279)	150,698	0	0	682,379	3,375,500	2,669,380
2038	3,123,822	(683,605)	150,698	0	0	706,120	3,297,035	2,682,537
2039	3,106,417	(681,119)	150,698	0	0	614,498	3,190,494	2,696,349
2040	3,095,459	(670,850)	150,698	0	0	494,145	3,069,452	2,712,308
2041	3,188,940	(638,215)	150,698	0	0	357,144	3,058,568	2,727,384
2042	3,250,136	(635,921)	150,698	0	0	331,184	3,096,096	2,742,496
2043	3,242,079	(633,628)	150,698	0	0	353,600	3,112,750	2,757,734
2044	3,242,883	(633,064)	150,698	0	0	355,016	3,115,532	2,776,117
2045	2,698,670	(101,745)	150,698	0	0	339,415	3,087,038	2,787,651
2046	2,737,621	50	150,698	0	0	299,387	3,187,756	2,803,275
2047	2,544,702	60,050	150,698	0	0	384,481	3,139,931	2,819,033

Nevada Power All Market Plan, **Base** Retail Sales



Projected RPS credit short-fall assuming no Placeholder Projects >>

**2027**

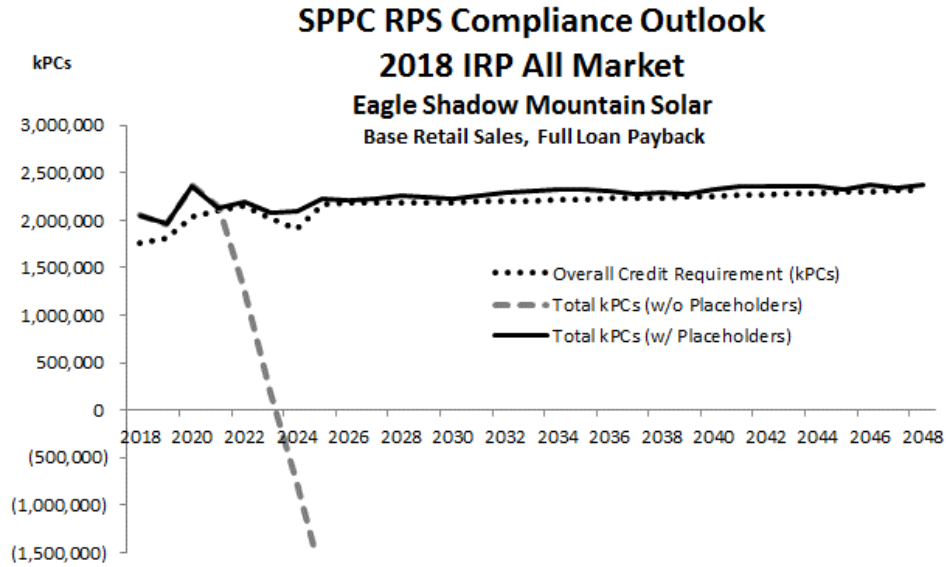
	Project	MW	COD	MTH/YR
ER RFP >	NA	0.0		
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2027
Placeholder >	PPA PV SN 25 MW Tracking (3X)	75.0	1	2027
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2028
Placeholder >	PPA PV SN 25 MW Tracking (3X)	75.0	1	2028
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2030
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2030
Placeholder >	PPA PV SN 25 MW Tracking (2X)	50.0	1	2030
Placeholder >	PPA PV SN 25 MW Tracking (1X)	25.0	1	2031
Placeholder >	PPA PV SN 25 MW Tracking (1X)	25.0	1	2032
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2033
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2033
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2033
Placeholder >	PPA PV SN 25 MW Tracking (3X)	75.0	1	2033
Placeholder >	PPA Geo NN 25 MW (2X)	50.0	1	2035
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2041
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2041
Placeholder >	PPA PV SN 25 MW Tracking (1X)	25.0	1	2041
Placeholder >	PPA PV SN 25 MW Tracking (2X)	50.0	1	2042
Placeholder >	PPA PV SN 25 MW Tracking (1X)	25.0	1	2043
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2044
Placeholder >	PPA PV SN 25 MW Tracking (1X)	25.0	1	2046
Placeholder >	PPA PV SN 25 MW Tracking (1X)	25.0	1	2047
Total NPC		1,625.0		

The above placeholder projects do not imply intent. The timing and type of projects selected will be driven based on the proposals submitted and the options that are available at the time.

**Nevada Power Base Retail Sales, Credit Requirement and Credits by Type**

Nevada Power - Projected Portfolio Energy Credits by Year and Type								
Year	Net Energy	Station Usage, Misc. PEC Purchases, GRT Credit Obligations & Credit Repayments	Renewable Generations	Demand Side Management (DSM)	Exit Credit Obligation	Prior Year Banked or (Deficit Carry Forward) adjusted for Credits Repaid to SPPC	Total kPCs	RPS Credit Requirement
2018	3,210,576	138,359	505,429	800,726	(446,397)	439,817	4,648,510	4,003,629
2019	3,507,893	138,540	561,242	804,615	(266,860)	344,881	5,090,311	4,023,073
2020	3,655,281	194,980	599,942	445,521	(279,806)	122,238	4,738,157	4,455,208
2021	3,814,406	206,681	632,742	450,122	(288,869)	(255,489)	4,559,593	4,501,222
2022	3,842,193	213,083	646,842	451,833	(330,348)	58,371	4,881,974	4,518,326
2023	3,838,616	214,345	646,842	455,124	(146,374)	363,648	5,372,201	4,551,237
2024	3,845,545	216,146	646,842	458,808	(40,122)	820,964	5,948,184	4,588,077
2025	3,831,461	216,877	646,842	0	(40,019)	1,360,107	6,015,268	5,236,776
2026	3,827,884	218,203	646,842	0	(39,587)	778,492	5,431,834	5,262,150
2027	4,356,169	208,016	646,842	0	(39,469)	169,684	5,341,241	5,287,527
2028	4,640,358	104,246	646,842	0	(36,584)	53,714	5,408,575	5,320,575
2029	4,624,102	85,968	646,842	0	(36,311)	88,000	5,408,602	5,346,099
2030	4,824,480	(120,959)	646,842	0	(28,881)	62,503	5,383,985	5,366,118
2031	4,896,883	(119,296)	646,842	0	(28,874)	17,867	5,413,422	5,388,039
2032	4,908,482	(133,291)	646,842	0	(27,799)	25,383	5,419,616	5,415,119
2033	5,122,046	(279,840)	646,842	0	(15,342)	4,497	5,478,203	5,432,649
2034	5,118,469	(278,177)	646,842	0	(15,335)	45,554	5,517,353	5,454,817
2035	5,396,007	(217,162)	646,842	0	(14,726)	62,536	5,873,497	5,479,066
2036	5,407,204	(216,090)	646,842	0	(14,744)	394,431	6,217,643	5,510,133
2037	5,114,029	(110,777)	646,842	0	(12,240)	707,510	6,345,364	5,529,024
2038	4,653,083	159,422	646,842	0	(10,419)	816,340	6,265,268	5,553,594
2039	4,577,861	158,166	646,842	0	(9,751)	711,674	6,084,792	5,578,596
2040	4,536,100	157,392	646,842	0	(9,177)	506,196	5,837,352	5,610,289
2041	4,761,647	60,200	646,842	0	(5,679)	227,063	5,690,073	5,635,193
2042	4,912,398	60,200	646,842	0	(5,679)	54,880	5,668,640	5,660,231
2043	4,987,168	60,200	646,842	0	(5,614)	8,409	5,697,005	5,685,428
2044	5,039,142	60,364	646,842	0	(5,614)	11,577	5,752,312	5,710,783
2045	5,025,374	60,200	646,842	0	(5,550)	41,529	5,768,394	5,736,192
2046	5,039,402	60,200	646,842	0	(5,550)	32,202	5,773,096	5,761,765
2047	5,115,382	60,200	646,842	0	(5,550)	11,331	5,828,206	5,115,382

Sierra All Market Plan, Base Retail Sales



Projected RPS credit short-fall assuming no Placeholder Projects >>

2022

	Project	MW	COD MTH/YR
ER RFP >	8minutenergy Eagle Shadow Mountain Solar	300.0	1 2022
Placeholder >	PPA PV NN 25 MW Tracking (1X)	25.0	1 2023
Placeholder >	PPA PV NN 25 MW Tracking (3X)	75.0	1 2025
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1 2026
Placeholder >	PPA PV NN 25 MW Tracking (3X)	75.0	1 2027
Placeholder >	PPA PV NN 25 MW Tracking (1X)	25.0	1 2028
Placeholder >	PPA PV NN 25 MW Tracking (2X)	50.0	1 2029
Placeholder >	PPA PV NN 25 MW Tracking (1X)	25.0	1 2031
Placeholder >	PPA PV NN 25 MW Tracking (2X)	50.0	1 2038
Placeholder >	PPA PV NN 25 MW Tracking (1X)	25.0	1 2040
Placeholder >	PPA PV NN 25 MW Tracking (2X)	50.0	1 2046
Placeholder >	PPA Geo NN 25 MW (2X)	50.0	1 2047
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1 2047
Placeholder >	PPA PV NN 25 MW Tracking (1X)	25.0	1 2047
Placeholder >	PPA PV NN 25 MW Tracking (2X)	50.0	1 2048
Total SPPC	Total	1,025.0	

The above placeholder projects do not imply intent. The timing and type of projects selected will be driven based on the proposals submitted and the options that are available at the time.

**Sierra Base** Retail Sales, Credit Requirement and Credits by Type

Sierra Pacific Power - Projected Portfolio Energy Credits by Year and Type								
Year	Net Energy	Station Usage, Misc. PEC Purchases, GRT Credit Obligations & Credit Repayments	Renewable Generations	Demand Side Management (DSM)	Exit Credit Obligation	Prior Year Banked + Pool Repayments or (Deficit Carry Forward)	Total kPCs	RPS Credit Requirement
2018	1,216,042	(326,331)	133,148	352,262	0	673,964	2,049,084	1,761,309
2019	1,470,083	(596,254)	138,948	361,669	0	587,775	1,962,221	1,808,344
2020	1,796,341	(882,141)	143,948	204,493	0	1,098,877	2,361,518	2,044,933
2021	1,909,750	(992,615)	148,548	210,261	0	855,023	2,130,967	2,102,609
2022	2,797,733	(1,000,174)	150,698	215,101	0	28,358	2,191,716	2,151,011
2023	2,678,110	(990,665)	150,698	201,667	0	40,705	2,080,514	2,016,668
2024	2,682,023	(985,032)	150,698	191,502	0	63,846	2,103,037	1,915,017
2025	2,878,757	(996,085)	150,698	0	0	188,020	2,221,390	2,175,431
2026	3,024,027	(1,005,579)	150,698	0	0	45,959	2,215,105	2,178,147
2027	3,070,031	(1,026,296)	150,698	0	0	36,958	2,231,392	2,181,453
2028	3,089,621	(1,034,500)	150,698	0	0	49,939	2,255,757	2,187,749
2029	3,047,467	(1,023,740)	150,698	0	0	68,008	2,242,433	2,189,697
2030	3,035,307	(1,019,804)	150,698	0	0	52,736	2,218,936	2,192,808
2031	3,095,731	(1,015,869)	150,698	0	0	26,128	2,256,688	2,196,460
2032	3,095,361	(1,014,708)	150,698	0	0	60,228	2,291,580	2,203,647
2033	3,078,078	(1,008,002)	150,698	0	0	87,933	2,308,707	2,206,386
2034	3,069,253	(1,004,070)	150,698	0	0	102,321	2,318,201	2,212,190
2035	3,060,428	(1,000,139)	150,698	0	0	106,011	2,316,999	2,218,504
2036	3,059,966	(998,938)	150,698	0	0	98,495	2,310,221	2,227,759
2037	3,042,783	(992,279)	150,698	0	0	82,462	2,283,663	2,231,816
2038	2,771,277	(683,605)	150,698	0	0	51,847	2,290,217	2,238,651
2039	2,754,742	(681,119)	150,698	0	0	51,566	2,275,887	2,245,880
2040	2,813,135	(670,850)	150,698	0	0	30,007	2,322,989	2,255,635
2041	2,769,753	(638,215)	150,698	0	0	67,354	2,349,591	2,263,811
2042	2,762,567	(635,921)	150,698	0	0	85,780	2,363,124	2,271,909
2043	2,755,380	(633,628)	150,698	0	0	91,215	2,363,665	2,280,051
2044	2,755,723	(633,064)	150,698	0	0	83,614	2,356,971	2,291,133
2045	2,213,712	(101,745)	150,698	0	0	65,838	2,328,502	2,296,267
2046	2,184,280	50	150,698	0	0	32,235	2,367,263	2,304,587
2047	2,059,935	60,050	150,698	0	0	62,676	2,333,359	2,312,923

Below are the underlying assumptions that are common to all of the above plans:

- Placeholder projects do not imply intent - the timing and types of projects selected will be solely driven based on the proposals submitted in an upcoming request for proposals (RFP);
- Existing contracts will expire in accordance with their terms;
- Demand side management and energy efficiency (DSM) credits are phased out and terminate (capped at 20% 2015-2019, 10%, 2020-2014, and 0% 2025 forward);
- Surplus PCs are not sold but are instead forward with no limitation;
- Planning is based on separate utilities;
- Nevada Power to fully repay all credits borrowed from the joint pool for Sierra's benefit by 2021
- Station usage and solar multipliers would be grandfathered and continue to apply to pre-2016 projects. Station usage would continue to apply to post 2015 geothermal projects under the assumption that the station usage credits would be derived from extraction, transportation, pump and/or compression of geothermal brine;
- PCs from the Renewable Generations incentive programs will continue until funds are exhausted and/or the programs expire in 2021. Solar systems placed into service after 2015 do not qualify for the solar multiplier. The plans assumes that the number of credits from Renewable Generations will plateau in 2022 and then remain flat;
- The Companies adjusted the expected amount of energy and associated PCs from renewable facilities for the action period 2019-2021 in cases where the historical generation, based on two or more years of data, consistently varied from that of the contractual or expected supply table. This is consistent with the methodology that the Companies used for the past several years in developing its ESP. This adjustment recognizes that options to address underperformance with a shorter planning window are limited. No adjustments are made post action period;
- The annual energy from Company owned and PPA PV solar projects degrades with time;
- No changes to the current renewable portfolio standard or the statutes governing the calculation and use of renewable credits;
- The plan includes the projected energy from all Commission approved Nevada GreenEnergy Rider ("NGR") agreements as of May 2018 where the PCs associated with the output if these systems has been assigned to the customer under the tariff and therefore cannot be used by Sierra or Nevada Power towards meeting the RPS; and,
- Exit credit obligation are calculated based on Commission orders issued as of March 31, 2018.

**REN-5**



**2018  
RENEWABLE ENERGY  
REQUEST FOR PROPOSALS**

<b>Issued:</b>	<b>January 9, 2018</b>
<b>Responses Due:</b>	<b>February 2, 2018 5:00 p.m. Pacific Prevailing Time (“PPT”)</b>
<b>Bid Event Website:</b>	<b><u><a href="http://www.poweradvocate.com">www.poweradvocate.com</a></u></b>

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**Attachments**

Attachment A – Confidentiality Agreement

Attachment B – Voluntary Consent Form

Attachment C – Pro Forma Power Purchase Agreement and Exhibits

Attachment D – Pro Forma Asset Purchase Agreement

Attachment E – Pro Forma Build Transfer Agreement and Exhibits

Attachment F – Pro Forma O&M Term Sheet

Attachment G – Proposal Input Forms

Attachment H – Reserved

Attachment I – Reserved

Attachment J – NV Energy Safety Plan Outline

Attachment K – Approved Vendors List

Attachment L – Transmission System Map

Attachment M – Role of Independent Evaluator

Attachment N – Form of Work Site Agreement

## **1.0 OVERVIEW**

### **1.1 Purpose and Scope**

Sierra Pacific Power Company d/b/a NV Energy (“SPPC”) and Nevada Power Company d/b/a NV Energy (“NPC”), collectively referred to as “NV Energy” or the “Company” are issuing this 2018 renewable energy request for proposals (“2018 RE RFP” or “RFP”) to interested parties with the intent of SPPC securing proposals for the acquisition of long-term renewable energy resources ranging from 35 MW<sup>1</sup> up to approximately 330 MW in size <sup>2</sup>, together with all associated environmental and renewable energy attributes. All references to 330 MW mean “up to” 330 MW, depending on resource type, or the equivalent of 950 GWh annually. Notwithstanding the above preferred target, NV Energy reserves the right to vary from this target energy quantity based on evaluation of, among other things, price and risk factors of bids that are received.

This RFP bid protocol document sets forth the terms, conditions and directives of the 2018 RE RFP. By responding to this RFP, Bidder agrees to be bound by all the terms, conditions, and other requirements stated under the RFP, including any modifications made to it by NV Energy prior to Bidder’s submission of its proposal(s). Bidders will be notified of any such modifications prior to the proposal submission deadline.

### **1.2 General Renewable Energy Resource Types and Ownership Structures**

NV Energy will consider qualified proposals from Bidders who currently own, are developing, propose to develop, or have rights to develop acceptable renewable energy generating resources with a minimum net power production capacity of 35 MW. Bidders are required to provide proposals for renewable energy together with all associated environmental and renewable energy attributes as a bundled product, in accordance with this RFP bid protocol document. While this RFP is not renewable energy technology-specific, the Company will not consider demand side, energy efficiency, or Nevada portfolio energy credit (“PC”)-only proposals.

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<sup>1</sup> As used herein, MW refers to the nameplate capacity or quantity of capacity, alternating current.

<sup>2</sup> Specifically, this RFP is seeking up to 330 MW for SPPC (35 MW by 2020 and up to 295 MW by 2021). Actual size will be dependent on resource type (i.e. solar, wind, geothermal, etc.).

This 2018 RE RFP is applicable to the purchase of electrical energy from qualifying renewable energy facilities as defined in Nevada Revised Statutes (“NRS”) Sections 704.7315, 704.7811 and 704.7815, and pursuant to Nevada Administrative Code (“NAC”) Sections 704.8831 through 704.8893. NV Energy is seeking proposals that are compliant with existing renewable portfolio standards and that provide resource diversification value at competitive prices. As described in greater detail below, the Company will consider proposals based on a variety of structures and resource types.

Under this RFP, acceptable renewable energy resource types include solar, geothermal, wind, biomass, and biogas technologies, and acceptable ownership structures for long-term renewable energy resources include power purchase agreements, asset purchase agreements for certain existing renewable energy resources, and build transfer agreements.

The 2018 RE RFP requires projects to be capable of delivering energy to serve load in the Company’s retail service territory. (<http://www.oatiaoasis.com/sppc/>). Bidders may bid a renewable energy resource in the form of any of the products listed in Table 1 below. Certain pro forma agreements relating to acceptable ownership structures for qualifying renewable energy resource types are included as attachments to this RFP bid protocol document.

### **1.3 Battery Energy Storage Systems**

In addition to the 330 MW target energy quantity, NV Energy also will consider supplemental battery energy storage systems (“BESS”) that are eligible for the Investment Tax Credit (“ITC”) and that are associated with Bidder’s proposed renewable energy resource.

BESS system proposals must have a minimum power output of 25 MW for four hours (total of 100 MWh). BESS system proposals in the Sierra Pacific Power territory must have a maximum power output no more than twenty-five percent (25%) of the Generating Facility Capacity as specified in Appendix A of the Large Generator Interconnection Agreement. BESS system proposals in the Nevada Power territory must have a maximum power output of no more than thirty-five percent (35%) of the Generating Facility Capacity as specified in Appendix A of the Large Generator Interconnection Agreement. Bidders need only consider BESS systems as a system capacity resource with a minimum of one hundred fifty (150) and a maximum of three

hundred (300) equivalent cycles per year. For purposes of this RFP, BESS systems are not considered a renewable energy resource or a generating facility.

#### 1.4 Acceptable RFP Products

NV Energy is seeking the following products/categories of resources, located in Nevada, as outlined in more detail in Sections 2.8 through 2.10 below:

**Table 1 – RFP Products**

Product	Category			
	A		B	
	C			
	Bid Option	Renewable <sup>1</sup>	Renewable + Storage <sup>1, 2, 9</sup>	Storage Only <sup>2</sup>
1	PPA	X		
	APA <sup>4, 7</sup>	X		
3	PPA			X
	BT A <sup>5, 8</sup>			X
5	PPA	X	X	
	BT A <sup>4, 5, 7, 8</sup>	X	X	

**Table Footnotes:**

- <sup>1</sup> All renewable energy must include unencumbered PCs.
- <sup>2</sup> NV Energy will consider minimum capacities as stated above with a one to four power to energy (MW:MWh) ratio for energy storage options as capacity replacement.
- <sup>3</sup> Proposed projects must not be currently contracted with NV Energy.
- <sup>4</sup> Only solar, solar with energy storage, wind, or wind with energy storage structures will be considered. Note that the pro forma agreements attached as Attachments D and E are tailored for specific technologies and structures; conforming changes will be required for alternative technologies/structures.
- <sup>5</sup> Proposed projects must be constructed to NV Energy engineering, procurement and construction (“EPC”) standards
- <sup>6</sup> The Large Generator Interconnection Agreement will require action by Bidder to add energy storage. Energy storage dispatch, when paired with renewable energy generation, must not exceed the interconnection agreement’s capacity.
- <sup>7</sup> Renewable energy projects requiring a shared facilities agreement will not be considered.
- <sup>8</sup> Only ITC-eligible energy storage will be considered.
- <sup>9</sup> Pricing under this category will require pricing with and without energy storage.

Bidders are invited to submit multiple proposals, incorporating combinations of the products and categories that allow for cost savings.

The renewable energy resources and/or BESS system options must be integrated into the NV Energy system as a network resource for serving load in NV Energy's balancing authority area. Proposals must allow for one of the following commercial operation dates: (a) on or before December 31, 2020 for at least 35 MW (but optional pricing is also requested for a May 1, 2020 commercial operation date); or (b) on or before December 31, 2021 for up to an additional 295 MW (but optional pricing is also requested for a May 1, 2021 commercial operation date). Proposals that are bid into the 2018 RE RFP must have a point of delivery already identified, and connect directly to NV Energy's system. Bidders must demonstrate, through documentation of the completed process milestones that a Large Generator Interconnection Agreement ("LGIA")<sup>3</sup> is in place or will be in place that allows for the proposed commercial operation date.

Bidders may submit proposals for any acceptable renewable energy resource in the form of a PPA having a term of twenty-five (25) years. For PPA proposals that do not include BESS systems, Bidders are required to submit proposals that include purchase options in favor of NV Energy for the renewable energy resource, including all energy, capacity and associated environmental and renewable energy attributes, which are exercisable (a) at the sixth, tenth, fifteenth and twentieth years following the commercial operation date of the renewable energy resource, and (b) at the end of the term of the PPA. PUCN approval would be required prior to NV Energy exercising any such purchase option. Any PPA for BESS systems shall have a term of ten (10) years, with a cost option for a five (5) year extension. Bidders may also bid any of the other products and structures reflected in Table 1.

## **2.0 GENERAL INFORMATION FOR THE 2018 RE RFP**

### **2.1 General Information**

NV Energy is seeking proposals for renewable energy resources with the target energy quantity set forth in Section 1.1 of this RFP. NV Energy will evaluate the proposals based on

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<sup>3</sup> An LGIA is applicable to facilities with a net generating facility capacity of greater than 20 MW.



pricing relevant to the competitive rates solicited pursuant to this RFP. NV Energy will also evaluate the proposals based on other criteria, including: (a) the greatest economic benefit to the State of Nevada, (b) the greatest opportunity for the creation of new jobs in the State of Nevada, and (c) the best value to NV Energy's customers ; and, (d) the financial stability of the Bidder and the ability of the Bidder to financial back the proposal and any warranty or production guarantee (all subject to the jurisdiction of the United States courts and fully enforceable in United States courts). NV Energy may elect to select less than the product quantity, more than the product quantity, one proposal, multiple proposals or no proposals at all as a result of this RFP.

All proposals submitted to NV Energy pursuant to this RFP become the exclusive property of NV Energy and may be used by NV Energy as it deems appropriate. As part of the RFP process, Bidder will be required to sign a Confidentiality Agreement in the form provided in Attachment A to this RFP. However, Bidders should have no expectation of confidential treatment of the executed agreement(s) which will be submitted to the PUCN and become available to the public.

NV Energy will only consider as confidential those portions of a Bidder's proposal clearly marked "Proprietary and Confidential." Bidders should only mark information as proprietary and confidential that is actually proprietary and confidential. NV Energy will evaluate such marked information and determine, in its discretion, whether or not the information should be deemed as proprietary and confidential. A proposal may be subject to discovery and disclosure in regulatory or judicial proceedings, including those initiated by a party other than NV Energy. Bidders may be required to justify the requested confidential treatment under the provisions of a protective order issued in such a proceeding. NV Energy may disclose proprietary and confidential information in the course of such proceeding without further notice to Bidders as required by law. If required by an order of the PUCN or any other governmental authority, NV Energy may provide the confidential information without prior consultation or notice to Bidders. Such information may also be made available under applicable state or federal laws to regulatory commission(s), their staff(s), and other governmental authorities having an interest or jurisdiction in these matters without further notice to Bidder. The Company also reserves the right to release such information to any contractors for the purpose of providing technical expertise to the Company. Under no circumstances will NV Energy, or any of its affiliates, officers, directors, employees, contractors, consultants, agents or representatives, be liable for any damages resulting from any disclosure of

a Bidder's claimed confidential information, whether such disclosure is made during or after the RFP process.

Bidders will be required to submit bids electronically to the Company using PowerAdvocate, which is accessible via [www.poweradvocate.com](http://www.poweradvocate.com). Accordingly, Bidders are expected to provide a response in each data field represented. The "free text" data field accepts responses that are approximately 1,000 characters. Also, in these fields, Bidders should avoid special formatting and characters, as these can inflate the character count unnecessarily and result in a saving error. In this instance Bidders should simply remove any special characters and formatting, or shorten the answer to save successfully. Bidders should also fill out Excel spreadsheets and provide attachments, to the extent requested by the Company.

## **2.2 RFP Schedule**

NV Energy has established the target schedule for this RFP as shown in Table 2 below. NV Energy reserves the right to amend the target schedule at any time.

**Table 2 – RFP Schedule**

<b>RFP Event</b>	<b>Target Schedule</b>
<b>Issue RFP</b>	01/09/2018
<b>Bids Due</b>	02/02/2018
<b>Initial Shortlist</b>	03/06/2018
<b>Best and Final Pricing</b>	03/09/2018
<b>Final Shortlist</b>	03/26/2018
<b>Negotiations</b>	05/10/2018
<b>Execution of Contract(s)</b>	05/14/2018
<b>PUCN Filing for Approval</b>	06/01/2018
<b>PUCN Approval Timeline (up to 210 Days)</b>	12/28/2018

## **2.3 Registration**

All parties interested in submitting a bid in response to this RFP must complete and submit a Bidders Registration and Contact Information Form located on the website for this RFP, which

can be accessed at [www.nvenergy.com/2018RERFP](http://www.nvenergy.com/2018RERFP). Bid numbers will be self-assigned as directed under Section 3.3. Parties registering for this RFP must include both a primary and alternate point of contact and identify one lead negotiator from your organization who will be available to discuss any questions specific to your proposal.

#### **2.4 Contact Information, Questions, and Answers**

This RFP can be accessed at [www.poweradvocate.com](http://www.poweradvocate.com). ***All communications between Bidders and NV Energy regarding this RFP will be done using PowerAdvocate as the messaging system.*** Communication through this system will be monitored by the Company. Communications with NV Energy personnel regarding this RFP outside of the PowerAdvocate system is grounds to disqualify a Bidder's submission. Any response submitted by mail, facsimile, or email **will not be accepted**. Questions submitted by Bidders through PowerAdvocate, and Company responses, will be made public and available to all Bidders during the RFP process. At any time during the RFP, a Bidder may log into [www.poweradvocate.com](http://www.poweradvocate.com), download the communications, complete the online datasheets information and upload responses.

NV Energy requires that all questions concerning this RFP be submitted by 1:00 p.m. (PPT) on January 29, 2018. Questions submitted after this time may not be answered.

#### **2.5 Proposal Submittal Instructions**

Submitted proposals must be organized in the manner described in Section 3.0 of this RFP and signed by a representative of Bidder who is duly authorized to submit the offer contained in the proposal on behalf of Bidder. Each proposal should specify the self-assigned bid number (see Section 3.3).

Bidders will be required to submit both parts of the proposal (as detailed in Section 3.0) through PowerAdvocate. Part One of Bidder's proposal, as detailed in Section 3.1 below, will be utilized by NV Energy's credit group in completing a credit review of each Bidder.

In order to consistently analyze responses to this RFP, Bidders are required to prepare their submission within the outlined format. Responses not complying with the format requirements may be considered non-conforming and may be disqualified at the discretion of the Company.

For a proposal to be considered by NV Energy, the proposal must be fully uploaded into PowerAdvocate by 5:00 p.m. (PPT) on February 2, 2018. Proposals received after 5:00 p.m. (PPT)

on February 2, 2018, will not be accepted. Bidders are strongly encouraged to complete forms and begin uploading files hours in advance of the deadline.

## **2.6 Bid Fee**

Each Bidder must submit the required Bid Fee(s) to NV Energy, by certified check or cashier's check made payable to "Nevada Power Company d/b/a NV Energy" (for BESS system projects in southern Nevada) or "Sierra Pacific Power Company d/b/a NV Energy" (for all other projects) at the address listed below. The check must reference the 2018 RE RFP and Bidder's bid number(s). The aggregate Bid Fee (as determined below) for each Bidder must be postmarked within two (2) business days of submitting the proposal(s) in PowerAdvocate. Bidder's proposal(s) will not be considered if Bidder fails to submit timely the required Bid Fee(s).

Address for Delivery of Bid Fee:

NV Energy  
Renewable Energy & Origination, Attention – R. Mitchell  
Mail Stop 13  
P.O. Box 98910  
Las Vegas, Nevada 89151-0001

OR

NV Energy  
Renewable Energy & Origination, Attention – R. Mitchell  
Mail Stop 13  
6226 W. Sahara Avenue  
Las Vegas, NV 89146

The required amount of the Bid Fee for each Proposal is as follows:

- (1) \$10,000 if the nameplate capacity of the generating facility is equal to or greater than 100 MW;
- (2) \$5,000 if the nameplate capacity of the generating facility is less than 100 MW and greater than or equal to 35 MW; and
- (3) \$5,000 for any BESS system submittal regardless of whether it is a proposal for a stand-alone system or part of a proposal for a new renewable energy resource.

A total of two (2) pricing options may be submitted for a single proposal under the same Bid Fee. This accommodation is strictly for pricing options/variations (e.g. different initial product

pricing, different price escalators, fixed pricing, etc.), and all other terms of the proposal must be identical (e.g. no differences in project size, term length, COD date, contract terms, contracting parties, technology, etc.). A separate Attachment G must be submitted for each pricing variation/option. If a BESS system is proposed along with a new renewable energy resource, include both on one Attachment G. Follow the proposal numbering and file naming convention in Section 3.3 of this RFP bid protocol document (e.g., the proposal number for the initial Attachment G would be 1.0, and the second pricing variation/option for the same proposal would be 1.1).

The Bid Fees will be used to cover the costs incurred by NV Energy in analyzing the proposals, including the costs of any technical consultants. Any such costs that are not covered by the Bid Fees will be recovered through fees assessed on Bidders of successful proposals (the “Success Fees”). The Success Fees will be determined by NV Energy once the final amount of Bid Fees and Company costs are known, provided that in no event will a Success Fee exceed \$250,000 per successful proposal.

**THE BID FEE IS NON-REFUNDABLE. AFTER SUBMISSION OF BIDDER’S PROPOSAL, THE BID FEE WILL NOT BE REFUNDED UNLESS THE PROPOSAL IS WITHDRAWN PRIOR TO THE SUBMITTAL DUE DATE, THE PROPOSAL DOES NOT MEET THE MINIMUM ELIGIBILITY REQUIREMENTS AND THAT DEFICIENCY CANNOT BE CURED, OR THE PROPOSAL IS REJECTED FOR ANY OTHER NON-CONFORMANCE PRIOR TO COMMENCEMENT OF THE SHORTLISTING ANALYSES.**

## **2.7 Minimum Eligibility Requirements for Bidders**

In addition to meeting the proposal organization requirements in Section 3, all Bidders must comply with certain minimum eligibility requirements to have their proposals considered in this RFP. Any proposal submitted in response to this RFP will be deemed non-conforming, and may be rejected by NV Energy, as a result of any of the following:

- a) Failure to submit the full proposal in PowerAdvocate by the due date and time.
- b) Any of Bidder, its proposed prime contractor, or any material subcontractor has an Occupational Safety and Health Administration recordable incident rate greater than 1.5 in the last five (5) years or has had any fatalities on projects in the last three (3) years. Please provide relevant supporting documentation.

- c) Failure to permit disclosure of information contained in the proposal to (i) NV Energy's employees, contractors, consultants, agents or representatives, (ii) relevant regulatory authorities and other governmental authorities, or (iii) non-bidding parties that are party to regulatory proceedings, under appropriate confidentiality agreements.
- d) Bidder fails to demonstrate adequate site control for the proposed project, as evidenced through title, lease agreement, right-of-way, or easement issued by the fee owner or the applicable state or federal land resource agency.
- e) Any attempt to influence NV Energy in the evaluation of the proposals outside the solicitation process.
- f) Any failure to disclose the real parties in interest in the proposal submitted.
- g) Bidder, or any affiliate of Bidder, either (i) is in current litigation or arbitration with NV Energy or an affiliate of NV Energy, with the dispute having an amount in controversy in excess of one million dollars, (ii) has, in writing, threatened litigation against NV Energy or an affiliate of NV Energy, with the threatened dispute having an amount in controversy in excess of one million dollars, or (iii) is currently adverse to NV Energy in any material regulatory proceeding before the PUCN or any other governmental authority, without regard to the amount in controversy.
- h) Proposal has failed to specify all pricing terms.
- i) Bidder fails to address satisfactorily both the price and non-price factors, as discussed in more detail in Section 6 of this RFP.
- j) Collusive bidding or any other anticompetitive behavior or conduct.
- k) Bidder or project being bid is involved in bankruptcy or other insolvency-related proceedings.
- l) Failure of Bidder's authorized officer to sign the proposal.
- m) Failure to provide a copy of Bidder's executed Voluntary Consent submitted to the transmission provider, in the form provided in Attachment B of this RFP, if applicable.
- n) Any matter materially impairing Bidder, its proposed prime contractor, any major subcontractor or the project itself, including any matters impairing the output of the generating resource or its energy or environmental attributes.
- o) Failure to adhere to Approved Vendors List.
- p) For wind: failure to provide one year of viable wind data utilizing at least two anemometers for any wind project to support capacity factors submitted and failure to provide a third party wind study or equivalent to support the expected capacity factor of the project.
- q) For geothermal: failure to provide a minimum of one production well and one injection well flow results to support the viability and amount of the geothermal resource submitted.
- r) For solar: failure to provide Tier 1 solar panel manufacturer resource and technology with a financeable third party report to support the expected capacity factor.

- s) For biomass: failure to provide a letter of intent with a biomass fuel source for a period of ten (10) years or greater.
- t) For biogas: failure to provide a resource assessment report. Report to include at a minimum, history of landfill, total volume permitted, volume filled, estimated closure date, organic fraction of the municipal solid waste, moisture levels, temperature and pH of the waste, future waste receipt, increase or decrease and average rainfall in the area.
- u) For BESS systems: failure to demonstrate qualification for the ITC, failure to meet all requirements identified in Table 1, failure to identify the renewable energy resource, or failure to provide detailed description of required shared facilities with the associated renewable energy project (BESS-only proposals).
- v) Failure to provide evidence of adequate development rights, including water rights and associated calculations demonstrating adequate water requirements, permits and information regarding water sources and well systems to support construction and operational phases for each resource. Bidders will also provide all executed contracts or other such documentation (example, water transmission plans, private transactional documents to support the required water rights, etc.).
- w) Failure to provide cash flow values required during the development, construction, and operations phase for each resource, including, with respect to build transfer agreements, values and schedules for the EPC Agreement and O&M Agreement.
- x) Failure to submit an acceptance of the applicable pro forma agreement(s) as written, or a comprehensive mark-up, including comments and revisions, to the applicable pro forma agreement(s) and related exhibits. See Section 3.2.10 for further information.
- y) Failure to comply with or satisfy any other requirements specified in this RFP or any attachments hereto, including any requirements in connection with the pro forma agreements and any exhibits thereto.

Evaluation of proposals will follow the process discussed in Section 6. Evaluations to determine the final shortlist of Bidders are targeted to be completed as specified in Section 2.2. NV Energy may choose to engage the final shortlist of Bidders in further discussions and negotiations. Any such discussion or negotiation may be terminated by NV Energy at any time for any reason.

## **2.8 Proposal for Power Purchase Agreement**

NV Energy will consider qualifying proposals to enter into power purchase agreements for renewable energy resources and/or BESS systems (“PPAs”) in accordance with the requirements of Table 1 and in the form attached as Attachment C to this RFP.

Any proposed PPA for renewable energy resources shall have a term of twenty-five (25) full contract years and, for PPA proposals that do not include BESS systems, the PPA shall include purchase options in favor of NV Energy that are exercisable (a) in the sixth, tenth, fifteenth and twentieth years following the commercial operation date of the renewable energy resource, and (b) at the end of the term of the PPA. Bidder's proposal must contain the required documentation listed in Attachment G and any proposed changes to the pro forma PPA attached as Attachment C. Bidder's proposal must also contain documentation of the completed process milestones, including demonstrating that a LGIA is in place or will be in place that allows for the proposed commercial operation date of the renewable energy resource. For purposes of this RFP, in determining the levelized cost of energy ("LCOE") of the proposed renewable energy resource, NV Energy will include the transmission network upgrade costs identified in the LGIA that are to be borne by NV Energy. If those network upgrade costs have not yet been determined by the transmission provider, Bidder will estimate such costs for purposes of determining the LCOE. For projects located in southern Nevada, transmission system losses and One Nevada transmission line available capacity will be considered for both feasibility and pricing evaluations.

As noted above, NV Energy also will consider qualifying proposals to enter into PPAs for BESS systems (either as a stand-alone system or in connection with a proposal for a new renewable energy resource) in accordance with the requirements of Table 1 and in the form attached as Attachment C to this RFP. Any proposed PPA for BESS systems shall have a term of ten (10) years, with a cost option for a five (5) year extension. Bidder's proposal must contain the required documentation listed in Attachment G and any proposed changes to the pro forma PPA attached as Attachment C. Bidder's proposal must also contain documentation of the completed process milestones, including demonstrating that a LGIA is in place or will be in place that allows for the proposed commercial operation date of the BESS system. For purposes of this RFP, in determining the levelized cost of energy storage ("LCOS") of the proposed BESS system, NV Energy will use a one to four power to energy (MW:MWh) ratio as noted in Table 1. For projects located in southern Nevada, transmission system losses and One Nevada transmission line available capacity will be considered for both feasibility and pricing evaluations.

Project development security, if applicable, and operating security will be required from Bidders based on the nameplate capacity of the renewable energy resource contained in Bidder's



proposal(s). Project development security amounts and operating security amounts are non-negotiable. The project development security, if applicable, shall be due within five (5) business days after countersignature of the PPA by NV Energy. The operating security shall be due and payable on the earlier of (a) the commercial operation date of the renewable energy resource and (b) countersignature of the PPA by NV Energy (if the renewable energy resource is then in commercial operation).

**Any proposal made for the sale of renewable energy and associated environmental and renewable energy attributes, or the sale of capacity from a BESS system, must be made by Bidder with the understanding that the pro forma PPA attached as Attachment C to this RFP will be the basis for any definitive agreement between Bidder and NV Energy, and the proposal pricing must reflect the terms and conditions set forth in the pro forma PPA.**

## **2.9 Proposal for Asset Purchase Agreement**

NV Energy will consider qualifying proposals to enter into asset purchase agreements (“APAs”) for the sale of existing renewable energy resources in accordance with the requirements of Table 1 and in the form attached as Attachment D to this RFP. Bidders should note the requirement in Table 1 that any renewable energy resource proposed by a Bidder under this category must not be currently contracted with NV Energy. Bidder’s proposal must contain the required documentation listed in Attachment G and any proposed changes to the pro forma APA attached as Attachment D. For purposes of this RFP, in determining the LCOE of the proposed existing renewable energy resource, NV Energy will include its resource integration costs. For projects located in southern Nevada, transmission system losses and One Nevada transmission line available capacity will be considered for both feasibility and pricing evaluations.

**Any proposal made for the sale of an existing renewable energy resource and associated environmental and renewable energy attributes must be made by Bidder with the understanding that the pro forma APA attached as Attachment D to this RFP will be the basis for any definitive agreement between Bidder and NV Energy, and the proposal pricing must reflect the terms and conditions set forth in the pro forma APA.**

## **2.10 Proposal for Build Transfer Agreement**

NV Energy will consider qualifying proposals to enter into build transfer agreements (“BTAs”) for new renewable energy resources in accordance with the requirements of Table 1 and in the form attached as Attachment E to this RFP. Bidders should note the requirement in Table 1 that the applicable new renewable energy resource must be constructed to NV Energy’s Engineering, Procurement and Construction standards. Bidder’s proposal must contain the required documentation listed in Attachment G and any proposed changes to the pro forma BTA attached as Attachment E. For the purposes of this RFP, in determining the LCOE of the proposed new renewable energy resource, NV Energy will include its resource integration costs and the transmission network upgrade costs identified in the LGIA that are to be borne by NV Energy. If those network upgrade costs have not yet been determined by the transmission provider, Bidder will estimate such costs for purposes of determining the LCOE. For projects located in southern Nevada, transmission system losses and One Nevada transmission line available capacity will be considered for both feasibility and pricing evaluations. All applicable security provisions are listed in the applicable pro forma agreement and associated attachments and exhibits.

As noted above, NV Energy also will consider qualifying proposals to enter into separate, stand-alone BTAs for BESS systems in accordance with the requirements of Table 1 and in the form attached as Attachment E to this RFP (as modified for a stand-alone BESS system). Bidders should note the requirement in Table 1 that the BESS system must be constructed to NV Energy’s Engineering, Procurement and Construction standards, where applicable. Bidder’s proposal must contain the required documentation listed in Attachment G and any proposed changes to the pro forma BTA attached as Attachment E (as modified for a stand-alone BESS system). Bidder’s proposal must also contain documentation of the completed process milestones, including demonstrating that a LGIA is in place or will be in place that allows for the proposed commercial operation date of the BESS system. For purposes of this RFP, in determining the LCOS of the proposed BESS system, NV Energy will use a one to four power to energy (MW:MWh) ratio as noted in Table 1. For projects located in southern Nevada, transmission system losses and One Nevada transmission line available capacity will be considered for both feasibility and pricing evaluations.

**Any proposal made for the sale of a new renewable energy resource and associated environmental and renewable energy attributes, or the sale of capacity from a BESS system, must be made by Bidder with the understanding that the pro forma BTA attached as Attachment E to this RFP will be the basis for any definitive agreement between Bidder and NV Energy, and the proposal pricing must reflect the terms and conditions set forth in the pro forma BTA.**

## **2.11 NV Energy Security and Approvals**

PLEASE NOTE THAT NV ENERGY WILL NOT POST SECURITY TO SUPPORT ITS OBLIGATIONS UNDER ANY DEFINITIVE AGREEMENT. BIDDERS WHO WILL REQUIRE SUCH SECURITY FROM NV ENERGY SHOULD NOT SUBMIT A PROPOSAL UNDER THIS RFP.

NV Energy reserves the right to update, modify, or revise any or all of the terms and conditions contained in the pro forma agreements attached to this RFP. If a definitive agreement is reached with a Bidder, the agreement will be contingent on the approval of the PUCN and other governmental authorities, as required. NV Energy reserves the right to assign a definitive agreement, or assign or delegate any of its rights and obligations under a definitive agreement, in accordance with the assignment provisions contained in the applicable pro forma agreements attached to this RFP.

## **2.12 Performance and Reliability Standards**

The performance and reliability standards for this RFP are incorporated or referenced in the pro forma agreements attached to this RFP. The Company is seeking performance and reliability standards that will, at a minimum, meet the compliance requirements set forth in NAC Sections 704.8777 through 704.8793, and provide the most value to NV Energy's customers by ensuring the resource is meeting load and is able to provide Nevada portfolio credits to meet its compliance requirements. Such performance and reliability standards are similar to those that NV Energy has required in prior renewable energy resource RFPs but have been updated to address changes in market circumstances and consistency in contract administration, all with the intent to ensure NV Energy's customers are afforded reliable and cost-effective energy resources.

### 3.0 SUBMITTAL PREPARATION INSTRUCTIONS

All proposals must comply with the requirements specified in this Section. Specifically, Bidders must organize their written proposals according to the format specified in this Section 3, and must provide all applicable information required in Sections 3.1.1 through 3.2.11. In addition, all proposals must be submitted in accordance with the requirements set forth in Section 2.5 of this RFP.

#### **General Organization of the Proposal**

All proposals must contain the following information and, to facilitate timely evaluation, must be organized as indicated below. The sections of the proposals must be as follows:

##### **Part One**

- 3.1.1. Cover Letter
- 3.1.2. Bidder Information

##### **Part Two**

- 3.2.1 Executive Summary
- 3.2.2 Technical Information
- 3.2.3 Transmission
- 3.2.4 Resource Supply
- 3.2.5 Assurance of Generating Equipment Supply
- 3.2.6 Facility Operation and Maintenance Plan
- 3.2.7 Project Schedule
- 3.2.8 Project Execution Plan
- 3.2.9 Financing Plan
- 3.2.10 Contract Terms and Conditions
- 3.2.11 Environmental Plan
- 3.2.12 Other Information (may be provided in written proposal or as appendices)

**Proposals that do not conform to the directives of this RFP bid protocol document may be eliminated for non-conformance at the sole discretion of NV Energy.** All proposals should include complete responses to the parts set forth above in addition to the information provided in the relevant RFP attachments. Supporting documentation for these sections may be included separately as appendices by providing clear references to the sections concerned. Section titles should match those listed above.

If submitting a document as a separate file, the document name/reference must be stated in the written proposal (see file naming convention under Section 3.3). As an alternative, the

document may be included as an appendix/attachment at the end of the written proposal, and should also be referenced within the body of the written proposal.

Supporting documentation in the form of an official document (e.g. permits, studies, applications, etc.) may be submitted as a comprehensive listing, in spreadsheet format, summarizing the pertinent aspects of the required documents. Please specify whether or not approvals have been obtained or applied for.

### **3.1 Part One of Proposal**

#### **3.1.1 Cover Letter**

The cover letter must include all signatures necessary to approve and submit Bidder's proposal by one or more representatives<sup>4</sup> having the authority to contractually commit Bidder to Bidder's offer(s) provided in the proposal. Additionally, the cover letter must also include the following declaration:

“[Insert legal name of Bidder] (the “Bidder”) acknowledges receipt of NV Energy's 2018 Renewable Energy Request for Proposals on January 9, 2018. Bidder makes the following representations to NV Energy:

1. All of the statements and representations made in this proposal are true to the best of Bidder's knowledge and belief;
2. Bidder possesses or will possess all necessary land rights for sufficient site control to undertake development of the project as set forth in the proposal;
3. Bidder possesses or will possess all necessary water rights for construction and ongoing maintenance of the project through the term of the agreement.
4. Bidder has obtained, or can demonstrate how it will obtain, all necessary authorizations and approvals that will enable Bidder to commit to the terms provided in this proposal;

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<sup>4</sup> If the proposal is being bid under a partnership, the partnership must be fully established prior to submission of a proposal under this RFP. Each partner shall be bound to comply with the terms of this RFP and the proposal. The signature of each partner must be included on the cover letter, along with their contact information (i.e. company name, phone number, email address, etc.). The proposal must include evidence documenting the legal and binding partnership, otherwise the proposal will not be accepted.

5. This proposal pertains solely to energy, including environmental and renewable energy attributes, from a renewable energy system. The renewable energy system will meet the requirements of NRS § 704.7315, § 704.7811 and § 704.7815; and NAC § 704.8831 to 704.8893; and the generating facility is or will be qualified as a renewable energy system in accordance with NRS §704.7801 to 7828; and the associated regulations promulgated by the PUCN;
6. Bidder and its legal counsel have reviewed the pro forma agreement(s), and Bidder's provided mark-up(s) of the applicable pro forma agreement(s) reflect all of the now known issues that Bidder may have, or revisions that Bidder intends to request, with respect to the applicable pro forma agreement(s); and
7. This proposal is a firm and binding offer, for a period of at least 220 days from [insert date of letter/bid submittal]."

### **3.1.2 Bidder Information**

In this Section Bidder should provide the following information:

- Profile of Bidder's organization and its ownership structure (including direct ownership and ultimate parent company, which can be in the form of a diagram);
- Description (including nameplate, gross and net capacities) of generating facilities and BESS systems, if applicable, that are owned or operated by Bidder and currently in service;
- Description (including total nameplate, gross and net capacities) of generating facilities and BESS systems, if applicable, that have been successfully developed, constructed, and placed into commercial operation by Bidder (and not otherwise set forth in response to the above request);
- Description (including nameplate, gross and net capacities) of generating facilities and BESS systems, if applicable, of the same technology proposed in the proposal which are currently in service and owned or operated by Bidder;
- Bidder's Nevada contractor's license information;
- Bidder's pertinent experience in Nevada and adjacent states; and

- Any current litigation that Bidder, or any of its subsidiaries (including any off-balance sheet entities in which Bidder has an interest) is involved in regarding an energy generating facility or an energy supply contract.

As evidence of financial capability to carry out its obligations explicitly articulated or implied in the proposal, the following information must also be included in this Section of the proposal for Bidder's company, any parent company and any partners<sup>5</sup> involved with the generating facility or BESS system proposed in the proposal:

- Current bond ratings, if any;
- Current rating agency ratings or reviews, if any;
- Audited financial statements and footnotes from the last three (3) years;
- Plan for financing the proposed project (government, private, self-funded, etc.) and general description of status; and
- Other financial information that would be necessary for NV Energy's evaluation.
- If a guarantee is support is to be provided by an affiliate of the Bidder that affiliate must provide a guarantee that is enforceable in the United States.

NV Energy's Credit Department will analyze the required financial criteria to determine, in its sole discretion, Bidder's financial capability to successfully implement its proposal, and may require the provision of credit support in connection with the definitive agreements.

## **3.2 Part Two of Proposal**

### **3.2.1 Proposal Executive Summary**

The Executive Summary should highlight the content of the proposal and features of the offer broken down by resource and site. Each resource and site description must include the commercial operation date, the amount of energy being offered, the type of energy being offered (e.g., wind, solar, geothermal, etc.), a general description of the pricing proposal, the status of interconnection, a summary description of the transmission interconnection and service path for the project to connect to the NV Energy transmission system, water rights, status of environmental permitting, and whether the generating facility is currently operational, in construction, or in

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<sup>5</sup> See footnote under Section 3.1.1.

development. In addition, this section should identify any material government incentives that are being sought in connection with the proposal.

### **3.2.2 Technical Information**

Bidders must provide technical information regarding the proposal as described below. To be considered a conforming proposal, Attachment G must be completed in its entirety and in accordance with the corresponding instructions. If the project is bid using photovoltaic (“PV”) technology, the plant capacity and pricing should reflect the facility’s AC MW rating.

Responses under the Non-Price Input worksheet of Attachment G are to be concise with details provided in Part Two of the proposal. Column E of the worksheet should include proposal page/section references where the detailed information is located, as applicable.

Bidder must provide the following information describing the generating facility (as further described in Sections 3.2.2.1 through 3.2.2.5):

- Facility Description
- Site and Route Characteristics and Demonstrated Site Control
- Environmental Compliance Plan and Land Permitting
- Construction and Operating Permits
- Benefits of the Generating Facility and/or BESS Systems to Nevada

#### **3.2.2.1 Facility Description**

Bidder must include a description of the generating facility and/or BESS systems forming the basis of the proposal to NV Energy. All facilities should be included in the description (e.g. gen-tie line(s), roads, affected NV Energy substation(s), water lines and source, gas lines, etc.) This Section, along with Attachment G, should also include information related to the type of plant, configuration, general layout diagrams, preliminary site plan showing site boundaries and plant layout, one-line diagram, resource type (e.g. wind, solar, geothermal, etc.), nameplate capacity rating (MW AC), net plant capacity (MW AC), annual net output (MWh) for each hour of the year, projected capacity factor, in-service date, and the major equipment providers contemplated. See Section 3.2.5 regarding major equipment providers and the approved vendors list (Attachment K).



If the proposal is based on an existing generating facility, Bidder must provide historical data (a) for the last three (3) years, or (b) if the age of the generating facility is less than three (3) years, from when the generating facility was built. Existing generating facility information must also include the historical production schedule, net output rating (MW AC), capacity factor, equivalent availability, forced outage rate, scheduled outage rate, deratings, and the forecasted five (5) year scheduled maintenance cycle and production schedule. Any known flexibility as to the timing of the maintenance schedule must also be described. Bidder must also provide a general (non-confidential) description of any existing or proposed energy and capacity arrangements involving the generating facility and how they relate to this proposal.

If the proposal for sale of energy is from a new generating facility and/or BESS systems that is yet to be built, Bidder must describe any feasibility studies performed for the proposed generating facility. Bidder must also describe the level of engineering completed for the generating facility and the plan for equipment procurement and construction. Bidder should also identify any contractors that have been engaged to provide any of these services. Bidder should also describe any innovative technical features of the generating facility and/or BESS systems incorporating new energy technologies. If innovative technical features are included, Bidder must describe any previous experience with implementation of such technical features and the level of risk involved in this application. A production profile for the generating facility must be provided showing the energy deliveries in average energy production by month and time of day. The data and evaluations provided must support the proposed level of generation and the projected capacity factor.

For BESS systems bids, Bidder must provide a description of the plant communications and control plan. The plan shall include a description and diagrams (as applicable) that demonstrate how Bidder will provide:

- BESS systems data, including state of charge, power charge/discharge status, and asset health indicators (temperature, HVAC alerts, emergency status, etc.)
- BESS system control, including limitation of charging only from renewable energy production, charge/discharge scheduling, and station service load

All information provided in this Section must be consistent with the information provided in Attachment G, which includes information required for the evaluation of the proposal as further described in Section 6.0 of this RFP.

### **3.2.2.2 Site and Route Characteristics and Demonstrated Site Control**

As applicable, Bidder must:

(a) Provide a legal description, including, County, Section, Township & Ranges and metes and bounds legal description with exhibit, of the generating facility site and/or BESS systems and, both a street map and the appropriate section of a USGS (or equivalent) map showing the location of the generating facility and/or BESS systems. The map should show all land parcels, with parcels owned, leased or optioned by Bidder clearly marked.

(b) Provide an aerial photo or Google Earth® image of the project site showing project facilities under construction, and a layout of the proposed facilities.

(c) Provide the County Assessor's parcel number, site address, and site coordinates.

(d) Provide an ALTA/ACSM survey of the project site if such survey has been conducted. This survey will be required if the proposal is shortlisted.

(e) Provide a description of the lease or ownership arrangement, along with all copies of leases, deeds, options, purchase agreements, preliminary title reports, easements, other land rights and other documentation for private, local municipalities and state owned lands that are in place or contemplated for the site and all linear appurtenances (e.g., gen-tie lines, microwave facilities, access roads, substation expansions, etc.), the number of acres at the site and of all linear appurtenances, site access roads and, as applicable, water rights or the plan for securing water rights, the waste disposal plan, water supply, fuel supply (as applicable), associated water/fuel transmission plans, or other infrastructure additions required outside of the site boundaries for the proposed project to be implemented.

(f) Provide all documentation of exclusive or non-exclusive site control and property/land rights, or a description of the current status of efforts to secure such site control and property/land rights for Federal or Tribal owned lands (i.e., Right of Way Grants or offer of Grant (including stipulations), SF299 application package's including all exhibits and the Plan of

Development, fees paid, option agreements, Tribal consent, Bureau of Indian Affairs (BIA) consent, expected dates for approvals, executed site option with ongoing option payments, unilateral right to strike on site option at agreed upon price or prices over the term of the option agreement, etc.).

(g) Identify any mitigation requirements already defined and estimated cost, and any future site procurement costs and environmental permitting work to be completed under ROW Grant or Tribal/BIA Option Agreement.

### **3.2.2.3 Environmental Compliance Plan and Land Permitting/Authorization**

Bidder must also:

(a) Describe all local, state and federal environmental requirements, authorizations, permits, etc. anticipated in order to secure land rights, as well as to construct and operate the entire project in accordance with all applicable environmental laws and regulations.

(b) Describe all coordination efforts/actions already taken, or anticipated to be taken, with local, state, and federal agencies with respect to securing land rights and any potential environmental issues identified by these agencies.

(c) Provide copies of any environmental surveys, land/environmental constraint studies, hazardous/waste material reports or other information associated with the land(s) acquisition and use of the proposed project site, including lands for all linear appurtenances.

(d) Describe any existing on-site environmental issues of concern such as site contamination, presence of waste disposal area, state or federally protected plant and/or wildlife species and species of concern present or potentially present, sensitive habitats or ecologically sensitive areas, wetland delineations, and any other known environmental issues, with an explanation of how Bidder will address any such issue so as to maintain the ability to meet the anticipated commercial operation date or the other long-term obligations of the agreement.

(e) Include any Phase I or Phase II environmental site assessment reports conducted by or available to Bidder.

(f) Describe whether or not the project would potentially require any air permits, and if so, provide any air quality modeling results, and estimated air emission rates identified or expected to be included in an air permit process. For wind projects, include airspace and radar clearance.

(g) Describe the land uses adjacent to and in proximity of the generating facility site. Describe current or planned efforts to build local community support.

(h) Provide copies of any land and/or environmental permits already successfully secured, including their associated applications and supporting documents, studies and reports.

(i) Provide a detailed list of all applicable state, local and federal land and environmental permits and authorizations anticipated for securing land rights for the entire project (e.g. generation facility and all linear appurtenances) and authorizing the construction and operation of the facility. Provide a detailed critical path schedule containing clear and concise task descriptions and anticipated timelines for securing those permits and approvals.

(j) Identify important milestones and decision points in the schedule along with an explanation of how land and environmental permitting activities will be coordinated within the overall construction and development schedule.

#### **3.2.2.4 Construction and Operating Permits**

Bidder shall provide a list of permits required for construction, operation and occupancy of the proposed project. Bidder is responsible for obtaining all permits. Additionally, Bidder shall:

(a) Describe all local, state and federal construction requirements, authorizations, permits, (e.g. grading, dust control, occupancy, etc.) anticipated in order to construct and operate the entire project in accordance with all applicable laws and regulations.

(b) Describe all coordination efforts/actions already taken, or anticipated to be taken, with local, state, and federal agencies with respect to acquiring the necessary construction and operations related permits.

(c) Describe any existing on-site construction issues of concern that may impact the ability to meet the anticipated commercial operation date. Include risk mitigation efforts planned to maintain the commercial operation date.

(d) Provide copies of any construction and operating permits already secured, including their associated applications and supporting documents, studies and reports.

(e) Provide a detailed critical path schedule containing clear and concise task descriptions and anticipated timelines for securing all applicable state, local and federal construction and operating permits.

#### **3.2.2.5 Benefits of the Proposed Project to Nevada**

Bidder must describe any other special expected environmental, social, or economic benefits of the proposed project, including value attributes (e.g. availability, dispatchability, scheduling, fuel diversity/hedging, ancillary services, etc.). Bidder must describe how the project will provide the creation of new jobs in the state of Nevada. In addition, Bidder must also complete the applicable economic benefits spreadsheet in Attachment G. Instructions are provided in the “Economic Benefit Input” tab.

#### **3.2.3 Transmission**

As applicable, Bidder must provide information on whether an interconnection request has been submitted to the applicable transmission provider for the generating facility, and if so, the status of such request. Bidder will include with such responses information regarding any necessary network upgrades or modifications and their estimated costs. Bidder will also identify the anticipated interconnection point and energization date for the proposed generating facility and/or BESS systems. Bidder will provide the executed interconnection agreement with documentation supporting completed milestones. For proposals where an LGIA has not been executed, Bidder will provide, at a minimum, the system impact study and facilities study prepared by the transmission provider.

If applicable, Bidder must also provide a copy of its executed Voluntary Consent submitted to the transmission provider, in the form provided in Attachment B of this RFP.

NV Energy will only consider generating facilities and/or BESS systems physically located in Nevada and capable of delivering energy to serve load in NV Energy’s retail service territory (<http://www.oasis.oati.com/NEVP/>).

### **3.2.4 Resource Supply**

Bidder must provide sufficient information with respect to resource supply to provide assurance to NV Energy that the generating facility and/or BESS systems will be able to meet its projected production estimates for the full term of the PPA or, if applicable, the expected useful life of the generating facility. In particular, the following information is requested for the different technologies:

#### **Geothermal**

- Provide a summary of all collected geothermal data for the proposed generating facility site.
- Characterize the geothermal resource quality, quantity and projected production levels.
- Provide a graph or table that illustrates the annual and monthly projection of geothermal resources.
- Describe any other existing geothermal facilities in the resource area and characterize their production and their anticipated impact, if any, on the generating facility.
- Provide any production well and injection well flow results to support the viability and amount of geothermal resource submitted. For results in excess of three (3) years, summarize the results for all years and provide the detail for the past three (3) years of production well flow tests.

#### **Solar**

- Describe the sources of insolation data, either onsite, satellite, or a nearby station. If using a nearby station, state the exact distance from that station.
- Provide source and number of years of solar data used to support the capacity factor.
- Specific resource and technology, including a requirement that all bids include panels manufactured by a Tier 1 solar panel manufacturer, and inverters from a vendor on the Approved Vendors List (Attachment K).

#### **Wind**

- Provide a summary of all collected wind data for the generating facility site.
- Indicate where the data was collected and its proximity to the generating facility site.
- Provide one (1) year of wind resource data utilizing at least two anemometers for any wind project to support capacity factors and a wind resource assessment report that can be used to finance the project.

- Compare the long-term wind speeds in the area to the collected resource data at the generating facility site.
- Confirmation of wind turbine availability, size, and manufacturer.

### **Biomass**

- Describe the biomass fuel makeup and its source.
- Provide all available resource assessments of available biomass fuel for the generating facility and its proximity to the generating facility. Such resource assessments should identify long-term fuel price risk and availability risk issues.
- Identify competing resource end-uses.
- Provide a plan for obtaining the biomass fuel, including a transportation plan.
- Identify any contracts or letters of intent to acquire and transport the biomass fuel.
- A letter of intent with a biomass fuel source for a period of ten (10) years or greater.

### **Biogas**

- Provide all available resource assessment reports. Such assessment reports should include at a minimum: history of landfill, total volume permitted, volume filled, estimated closure date, organic fraction of the municipal solid waste, moisture levels, temperatures and pH of the waste, future waste receipt, increase or decrease and average rainfall in the area.

### **BESS**

- BESS systems degradation, controls, location, life, cycles, load duration, description of shared facilities with the associated renewable generation facility and the other applicable information listed in Attachment G.

## **3.2.5 Assurance of Generating Equipment Supply**

Bidder must demonstrate that it has access to, or has completed sourcing of, the necessary major equipment, pursuant to the Approved Vendors List provided in Attachment K of this RFP, to complete the design, engineering and construction of the facility contemplated in the proposal to meet the stated commercial operation date. If Bidder has a preferred equipment provider that is not included in Attachment K, please identify the provider, detail Bidder's reasoning for the preference, and specify any direct experience Bidder has had with the provider. If a contract is in place for any equipment, please identify the contracted party.

### **3.2.6 Facility Operation and Maintenance Plan**

Bidder must provide a description of the expected operation and maintenance (“O&M”) plan for the generating facility and/or BESS systems. This information should include the following:

- Whether Bidder or affiliate will operate and manage the generating facility and/or BESS systems or will contract for O&M services. If Bidder will contract for O&M services, explain the current status of selecting an O&M contractor.
- Completed integrated solar and storage O&M term sheets and pricing for generating facility and BESS systems.
- A brief description of the basic philosophy for performing O&M including a discussion of contracting for outside services.
- Planned maintenance outage schedules.
- Plan for replacement of major equipment during the term of the contract.
- Plan for any land rights issues or environmental concerns.

### **3.2.7 Project Schedule**

Bidder must provide a detailed project schedule that includes the anticipated period to complete the project and achieve commercial operation, referenced in months, following receipt of all regulatory approvals, including PUCN approval. This time period must allow for environmental and land right acquisition and permitting, environmental studies, mitigation and treatment, transmission construction, financing, site development, construction permitting, construction, testing, and any other development and construction requirements. Bidder must provide a milestone schedule for the proposed project, inclusive of the major development milestones listed below (as applicable):

- Major Equipment Ordered;
- Project Interconnection to Transmission System;
- All Permits Obtained for land, environmental and construction;
- All land rights acquired;
- Construction Financing Obtained;
- Construction Start;
- Operation Date (first energy to grid); and
- Commercial Operation Date.



These milestones should be noted in number of months following receipt of all regulatory approvals, including PUCN approval.

Bidder also shall describe any measures to be taken to ensure the proposed schedule will be met.

Note that Bidder will be required to post security following execution of a definitive agreement and prior to the submittal of the definitive agreement for PUCN approval.

### **3.2.8 Project Execution Plan**

Bidder will provide a summary-level, site-specific project execution plan. Key elements of the execution plan are:

#### **3.2.8.1 Safety Program**

The development and implementation of a good safety program at the site is of paramount importance to NV Energy. Safety is a core principle of NV Energy and is a priority in every aspect of our business. The same level of safety diligence is expected from contracted parties. Bidder's safety program must comply with or exceed NV Energy's safety requirements, as outlined in Attachment J to this RFP. Any exceptions or comments must be noted in Bidder's proposal. As part of its proposal, Bidder must submit its corporate safety incident report for the preceding five (5) years.

#### **3.2.8.2 Project Controls and Reporting Plan**

Bidder will submit a summary (Level II) construction schedule displaying major activities, durations and proposed sequencing which demonstrates Bidder's proposal to achieve substantial completion prior to the operation date listed in its proposal.

#### **3.2.8.3 Quality Control Program**

Bidder will provide an outline of its Quality Control Program with its proposal.

#### **3.2.8.4 Subcontractor Strategy**

Bidder will provide detailed information as to a proposed execution plan for its proposed project, including the name and experience of anticipated major subcontractors. It is the expectation that Bidder (or an affiliate thereof) would remain primarily responsible for the obligations of Bidder regardless of whether the obligations are performed by Bidder or a subcontractor.

### **3.2.8.5 Project Labor or Work Site Agreement Plan**

A pro forma project labor/work site agreement (“PLA/WSA”) is attached as Attachment N to this RFP. This form may be modified based on the applicable unions and their associated master agreements. The form of PLA/WSA, as modified, or an executed PLA/WSA, is to be inserted in the applicable Exhibit of the agreement being proposed, unless the proposal is for Product 2A (as set forth in Table 1). Bidders must provide an executed PLA/WSA or a comprehensive plan with a milestone schedule to obtain a PLA/WSA prior to execution of the agreement.

### **3.2.9 Financing Plan**

Bidder should provide a detailed description of the financing plan for the proposed project.

### **3.2.10 Contract Terms and Conditions**

NV Energy strongly encourages Bidders to accept the terms and conditions set forth in the applicable pro forma agreements and related exhibits included attachments to this RFP. Bidders who take exception to the terms of the pro forma agreements must provide a mark-up of the applicable agreements, including Bidder’s proposed language. In addition, a statement of acceptance of the agreement as written, or explanation of each exception must be provided within the proposal. **Proposals without a complete mark-up or acceptance, will be disqualified.** In providing such a mark-up, Bidder should ensure that the allocation of risk in the agreement is not materially altered. NV Energy will consider the impact of the mark-up in its evaluation of the proposal. Allowances will be made for mark-ups to BESS systems provisions. Attachment K and Attachment N of this RFP bid protocol document are to be inserted in the applicable exhibits of the agreement. **Note that Bidder is required to have an officer of its company certify that the applicable pro forma agreements have been thoroughly vetted, including review by Bidder’s legal counsel, and that the pro forma agreements either are accepted or the mark-ups**

provided by Bidder are substantially complete. See item 6 of cover letter under Section 3.1.1 of this RFP bid protocol document.

### 3.2.11 Environmental Plan

Bidder should provide a detailed description of the environmental plan should all or any portion of the proposed project be located on federal or tribal land or have any environmental issues of concern. This plan should include all potential mitigation measures required for pre-construction activities, construction activities and post-construction activities.

### 3.2.12 Other Information

Bidder should provide any additional information that will assist NV Energy in its evaluation of the proposal. The proposal should indicate whether or not other information has been provided, and specify or list (if appendage) the other information.

## 3.3 Bid Numbering and File Naming Convention

Bid numbers will be self-assigned by Bidder. There is no limit to the number of proposals that may be submitted. See Section 2.6 regarding Bid Fees.

For each proposal enter a whole number beginning with the number 1 and each subsequent proposal will have a separate sequential bid number (i.e. 2, 3, etc.).

File names should be kept short by using abbreviations wherever possible. All required documents must use the following naming convention:

File Name	RFP Sect Ref
[Bidder name abbreviated]_[Bid number]_Prop_Part_1	3.0; 3.1
[Bidder name abbreviated]_[Bid number]_Prop_Part_2	3.0; 3.2
[Bidder name abbreviated]_[Bid number]_Prop_Part_1_Appx_[1, 2, 3, etc.]_[insert RFP section reference and brief descriptor]	3.1
[Bidder name abbreviated]_[Bid number]_Prop_Part_2_Appx_[1, 2, 3, etc.]_[insert RFP section reference and brief descriptor]	3.2
[Bidder name abbreviated]_[Bid number]_Attch_B_Vol_Consent_Form	Attachment B
[Bidder name abbreviated]_[Bid number]_Attch_C_PPA_Redline	Attachment C
[Bidder name abbreviated]_[Bid number]_Attch_G_Prop_Input_Forms_[pricing option number <sup>6</sup> ].xlsm	Attachment G

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<sup>6</sup> See Section 2.6 regarding file naming for alternate pricing option, and additional Attachment G.

<b>Examples:</b>	
NVE_1.0_Prop_Part_1	3.0; 3.1
NVE_1.0_Prop_Part_2	3.0; 3.2
NVE_1.0_Prop_Part_2_Appx_1_2.7_3rd_Party_Support_of_CF	3.2.2.1; 2.7
NVE_1.0_Prop_Part_2_Appx_2_3.2.2.1_Feasibility_Study	3.2.2.1; 2.7
NVE_1.0_Prop_Part_2_Appx_3_3.2.4_Res_Supply_Viab	3.2.4; 2.7
NVE_1.0_Prop_Part_2_Appx_4_3.2.4_Biomass_Fuel_Ltr_of_Intent	3.2.4; 2.8
NVE_1.0_Prop_Part_2_Appx_5_3.2.2.2_Water_Supply_Agmt	3.2.10
NVE_2.2_Attch_G_Prop_Input_Forms 1.0.xlsm	Attachment G

All files related to a single bid must be compressed together and uploaded into PowerAdvocate as a single .zip file named [Bidder name abbreviated]\_[Bid Number].zip (example: “NVE\_1.zip”). Subfolders for technology-specific documents should be included in the .zip file and should maintain the same directory structure and organization as is provided in the “Download Documents” tab of PowerAdvocate. Files that have been prepared or modified by Bidder must apply the naming convention outlined in the table above before being compressed into the bid .zip file. The .zip file associated with a bid may be quite large and take some time to upload, so please plan adequate time to upload each bid’s .zip file into PowerAdvocate hours in advance of the bid submission deadline.

### 3.4 Evaluation of Work

Bidder will cooperate with and provide information to any person or entity retained by NV Energy for purposes of evaluating Bidder’s proposal.

## 4.0 STANDARDS OF CONDUCT

Each Bidder responding to this RFP must conduct its communications, operations and other actions in compliance with FERC’s Standards of Conduct for Transmission Providers. Any necessary interconnection to or transmission service on NV Energy’s transmission system contemplated in a Bidder’s proposal will not be considered an arrangement with NV Energy’s merchant function, which is sponsoring this RFP. Such arrangements for interconnection and transmission service will be with NV Energy’s functionally separate transmission function, and therefore absolutely no communication by a Bidder to NV Energy’s transmission function can be made through the submission of a proposal in this RFP. **Any Bidder seeking to communicate**

**with NV Energy's transmission function personnel will have its proposal(s) summarily rejected if the attempt is not immediately withdrawn when discovered.** Bidders are required to execute the Voluntary Consent Form in Attachment B to this RFP that enables NV Energy's merchant function to discuss Bidder's interconnection and transmission service application(s) with the transmission interconnection or transmission service provider, including, if applicable, NV Energy's transmission function.

## **5.0 TRANSMISSION PROVIDER CONSIDERATIONS**

All proposals that will require a new electrical interconnection or an upgrade to an existing electrical interconnection must include the cost of interconnection, together with a diagram of the interconnection facilities provided in the LGIA. Bidder will be responsible for, and is required to include in its proposal, all costs to interconnect to the transmission provider's system. If such transmission studies have not yet been completed at the time the proposals are submitted, Bidder must provide its cost estimate, clearly marked as an estimate, and contact the applicable transmission function (i.e., NV Energy's transmission function at <http://www.oatiaoasis.com/sppc/>) immediately for information related to a system interconnection request. All such requests must be made directly to NV Energy's transmission function, and not made to NV Energy through the submission of a proposal in this RFP. The interconnection costs from all Bidders will be included in the proposal evaluations. Bidders will describe interconnection costs in their proposals by disclosing that portion of costs associated with network upgrades and that portion that is facility-specific. Bidders are reminded that the cost responsibility for all transmission facilities will be pursuant to the provisions of the OATT. The Interconnection Customer is responsible for all of the Transmission Provider's Interconnection Facilities ("TPIF") costs. The Transmission Provider is responsible for the costs associated with Network Upgrades ("NU") pursuant to the OATT; however such costs will be securitized by the Interconnection Customer as provided under the provisions of the OATT. Interconnection Customer's Interconnection Facilities ("ICIF") are the sole responsibility of the Interconnection Customer. Due to the construction timeline, Bidders are expected to have an executed LGIA or completed system impact and facility studies, at a minimum.

If the existing renewable energy project LGIA does not already include the proposed BESS systems, the LGIA will need to be amended and restated to incorporate the BESS systems. The

Interconnection Customer specified in the LGIA will need to submit an evaluation for a material modification along with updated plant specifications and generator model data to the Transmission Provider in accordance with the applicable Open Access Transmission Tariff requirements.

## **6.0 EVALUATION PROCEDURES AND CRITERIA**

As discussed in Section 1.1 above, proposals submitted in this RFP will be evaluated separately by the Company such that a target energy quantity of no more than 330 MW (or 950 GWh annually) of renewable energy resources may be contracted from proposals.

Each proposal will be initially evaluated by NV Energy to determine the proposal's conformance to the directives of this RFP bid protocol document and Bidder credit risk. **Proposals may be eliminated for non-conformance or due to credit risk.**

For each product in this RFP that passes the initial evaluation, NV Energy will conduct a two-stage process as part of its proposal evaluation and selection process leading up to selection of the preferred proposals for contract execution. In the first stage, NV Energy will conduct price, economic benefit (including job impacts) and non-price analyses, as well as a price screening methodology designed to identify the lowest cost proposals for each product. NV Energy will select a shortlist based on those proposals for each product which have the highest overall score based on an evaluation of price, economic benefit and non-price factors. In the second stage, the shortlisted proposals will have the opportunity to refresh their prices; provided, however, that Bidders will not be permitted to increase the prices initially submitted with their proposal. The final proposals will then be modeled and evaluated based on the impact of the proposals on NV Energy's overall system costs. A more detailed description of each stage of the process is provided below.

NV Energy will conduct the two-stage evaluation and selection process independently for each of the proposals, by resource type. NV Energy will select and propose to the PUCN, for review and final approval, the proposal(s) that provide the best value to NV Energy's customers, considering all the factors described in this Section 6.

### **6.1 First Stage: Price, Economic Benefit and Non Price Analysis; Development of Initial Shortlists**

The price, economic benefit and non-price forms in Attachment G will be used to determine individual initial shortlists of proposals, separated by type of resource (i.e., wind, solar, geothermal, biomass, biogas and BESS systems). These resource-specific shortlists will be deemed the initial shortlists for further evaluation.

In considering a proposal, NV Energy will, in addition to considering the cost to customers, evaluate the following:

- (a) The greatest economic benefit to the State of Nevada;
- (b) The greatest opportunity for the creation of new jobs in the State of Nevada; and
- (c) The best value to customers of the electric utility.

Price factors will be analyzed to determine the LCOE or LCOS, as applicable, per MWh value of each proposal, and then ranked using the comparison metric described in Section 6.1.1 below. Price factors will recognize the value of the power associated with the delivery profile submitted in the proposal.

Non-price factors considered by the Company fall into four general categories:

- 1) Bidder's project development and operational experience;
- 2) technology and value attributes;
- 3) conformity to the terms of the applicable pro forma agreements; and
- 4) development milestones.

NV Energy intends to evaluate each proposal in a consistent manner by separately evaluating the non-price characteristics, economic benefit characteristics and the price characteristics of the proposal utilizing a project scorecard.

The project scorecard will include three factors, all of which may be viewed in Attachment G:

- 1) price factor;
- 2) non-price factor with four primary categories; and
- 3) economic benefit factor with three categories.

Each component will be evaluated separately and recombined to determine the bundled price, economic benefit and non-price score. The price factor will be weighted up to 60%, the economic benefit factor will be weighted up to 10%, and the non-price factor will be weighted up to 30%. No proposal will receive a total weighting in excess of 100%. The price, economic benefit and non-price evaluations will be added together and used to determine the initial shortlist for each resource type. The initial shortlists in this RFP will be made up of the highest scoring proposals for each resource type.

#### **6.1.1 Price Factor Evaluation (up to 60%)**

A pricing model will be used to derive the LCOE per MWh value of each proposal based on the price factors (“Proposal LCOE”) or, for BESS systems, the pricing model will derive the LCOS per MWh value of each proposal based on the price factors (“Proposal LCOS”). The Proposal LCOE and Proposal LCOS may also be referred to as the proposal levelized cost value (“Proposal LCV”).

For each of the products, NV Energy will utilize a comparison metric to evaluate and determine the Proposal LCV ranking for the resource-specific initial shortlists.

The comparison metric will be the Proposal LCV per MWh. The Proposal LCV will be determined by calculating the present value of the annual cost over the term, converting the present value to an equivalent annual annuity and then dividing that annual annuity by the levelized annual energy provided. The discount rate will be the weighted average cost of capital as approved by the PUCN in NV Energy’s most recent General Rate Case, as applicable. Project LCOE and LCOS will not be compared to one another. BESS systems and renewable energy systems will be evaluated separately.

#### **6.1.2 Non-Price Factor (up to 30%)**

The primary purpose of the non-price analysis is to help gauge the factors related to the proposal which are outside of price. The non-price factor will be weighted up to 30% in the determination of which proposals in this RFP will be chosen for each resource-specific initial shortlist. The scorecard will be used to score the non-price criteria under four categories: (1) Bidder’s (or its development team’s) project development experience; (2) technology and value



attributes; (3) conformity to the terms of the pro forma agreement(s) and related exhibits; and (4) development milestones. The criteria for each of these four categories are set forth below.

Category 1 – Bidding Company/Development Team’s Project Development Experience

- Project Development Experience
- Nevada, Federal or Tribal Lands Development Experience
- Ownership/O&M Experience
- Safety – Occupational Safety and Health Administration recordable incident rate
- Financial Capability

Category 2 – Technology and Value Attributes

- Technical Feasibility
- Resource Quality
- Equipment Supply Control
- Utilization of Resource
- Flexibility
- Environmental Benefits
- Fuel Diversity/Hedging
- Other Ancillary Services

Category 3 – Conformity to Pro forma Agreement(s) and Related Exhibits

- Magnitude of proposed revisions to pro forma agreement(s)

Category 4 – Development Milestones

- Land and Environmental Authorization Status/Feasibility
- Water Rights
- Project Financing Status
- Interconnection Progress
- Transmission Requirements (Network Upgrades)
- Reasonableness of COD as Demonstrated by Critical Path Schedule

### **6.1.3 Economic Benefits Factor (up to 10%)**

The economic benefits to the state of Nevada will take into consideration the following matters, based on information submitted by Bidders, and NV Energy's evaluation:

- Location of jobs created
  - Within the soliciting NV Energy service territory
  - Within the non-soliciting NV Energy service territory
  - Within the state of Nevada
- Number of jobs created
  - Jobs created during construction
  - Jobs created during operation
- Economic benefits to Nevada
  - The value of expenditures made in Nevada attributed to the Project
  - Other economic benefits to Nevada

## **6.2 Second Stage: Best and Final Pricing**

Proposals selected for the shortlist in each product will have an opportunity to refresh their price to take into account further development of the project or updated pricing for equipment or other costs from the time the initial proposal was submitted to the time of "best and final" offer. However, Bidders are only permitted to lower their pricing during this refresh period. Bidders may not increase the pricing initially submitted with their proposal. Bidders are encouraged to lower their pricing or look for opportunities to enhance their production profiles (based, for example, on changes to equipment) to increase the value of their proposals to NV Energy.

### **6.2.1 The Final Shortlist**

For each of the products, proposals on the initial shortlists will then be evaluated using a production cost model to determine the final shortlist based on the best and final pricing. NV Energy's production cost simulation model, used for integrated resource planning, will be used to determine a list of proposals deemed as the final shortlist. BESS systems will be evaluated separately.

In its analysis for this RFP, the Company will run each of the resource-specific initial shortlisted proposals and portfolios through the Preferred Plan by replacing the equivalent amount of proposed MW of resources, for each of NPC and SPPC, in the Preferred Plan with each of the initial shortlisted proposals to determine the Present Worth Revenue Requirement (“PWRR”) of each alternative portfolio of resources.

NV Energy may choose to engage the final shortlist Bidders in further discussions or negotiations. Any such discussions or negotiations may be terminated by NV Energy at any time, for any reason.

### **6.3 Final Selection of Proposal(s)**

The two stages described above constitute the formal evaluation process which will be utilized to select the proposals that will be submitted to the PUCN for approval. In addition to this two-stage analysis, in selecting the final proposals, NV Energy will consider the non-price factors qualitatively. Furthermore, NV Energy will also include in its evaluation any factor that may impact the total cost of a resource, including, but not limited to, all of the factors used in the initial shortlist cost analysis plus consideration of accounting treatment and potential effects due to rating agency treatment, if applicable.

## **7.0 AWARDING OF CONTRACTS**

This RFP is merely an invitation to make proposals to the Company. No proposal in and of itself constitutes a binding contract. The Company may, in its sole discretion, perform any one or more of the following:

- Determine which proposals are eligible for consideration as proposals in response to this RFP.
- Issue additional subsequent solicitations for information and conduct investigations with respect to the qualifications of each Bidder.
- Supplement, amend, or otherwise modify this RFP, or cancel this RFP with or without the substitution of another RFP.
- Negotiate and request Bidders to amend any proposals.
- Select and enter into agreements with the Bidder(s) who, in the Company’s sole judgment, is most responsive to this RFP and whose proposals best satisfy the interests of the Company, its customers, and state legal and regulatory requirements, and not

- necessarily on the basis of any single factor alone.
- Issue additional subsequent solicitations for proposals.
  - Reject any or all proposals in whole or in part.
  - Vary any timetable.
  - Conduct any briefing session or further RFP process on any terms and conditions.
  - Withdraw any invitation to submit a response.
  - Select and enter into agreements with Bidder(s) for additional MW of renewable energy resources should additional demand be identified.

## **8.0 POST-BID NEGOTIATIONS**

NV Energy may further negotiate both price and contract terms and conditions during post-bid negotiations. Post-bid negotiation will be based on NV Energy's cost and value assessment. NV Energy will continually update its economic and risk evaluations until both parties execute a definitive agreement acceptable to NV Energy in its sole discretion. All transactions are subject to the approval of the PUCN on terms and conditions that are satisfactory to NV Energy in its sole and absolute discretion.

**ATTACHMENT A – CONFIDENTIALITY AGREEMENT**

This attachment is available in electronic format in PowerAdvocate.

**ATTACHMENT B – VOLUNTARY CONSENT FORM**

This attachment is available in electronic format in PowerAdvocate.

**ATTACHMENT C – PRO FORMA POWER PURCHASE AGREEMENT AND  
EXHIBITS**

This attachment is available in electronic format in PowerAdvocate.

**ATTACHMENT D – PRO FORMA ASSET PURCHASE AGREEMENT**

This attachment is available in electronic format in PowerAdvocate.



**ATTACHMENT E – PRO FORMA BUILD TRANSFER AGREEMENT AND EXHIBITS**

This attachment is available in electronic format in PowerAdvocate.

**ATTACHMENT F – PRO FORMA O&M TERM SHEET**

This attachment is available in electronic format in PowerAdvocate.

**ATTACHMENT G – PROPOSAL INPUT FORMS**

**(Price, Non-Price and Economic Benefit Input Forms)**

This attachment is available in electronic format in PowerAdvocate. The contents of the workbook are as follows:

- 1) Scoring Structure
- 2) Bid Evaluation Criteria
- 3) Corporate Information \*
- 4) Price Input \*
- 5) 8760 Production Profile \*
- 6) Price Input – Battery Energy Storage System (“BESS”) \*
- 7) Non-Price Scoring
- 8) Non-Price Input \*
- 9) Economic Benefit Scoring
- 10) Economic Benefit Input \*
  - a. Solar PV \*
  - b. Energy Storage \*
  - c. Wind \*
  - d. Geothermal \*
  - e. Biopower \*
  - f. Hydro \*
  - g. Fossil \*
- 11) Technology Specific Data
  - a. Solar Data \*
  - b. Energy Storage Data \*
  - c. Wind Data \*
  - d. Geothermal Data \*
  - e. Biopower Data \*
  - f. Hydro Data \*
  - g. Fossil Data \*

\* Required to be completed by Bidder, as applicable

**ATTACHMENT H – RESERVED**

**ATTACHMENT I – RESERVED**

**ATTACHMENT J – NV ENERGY SAFETY PLAN OUTLINE**

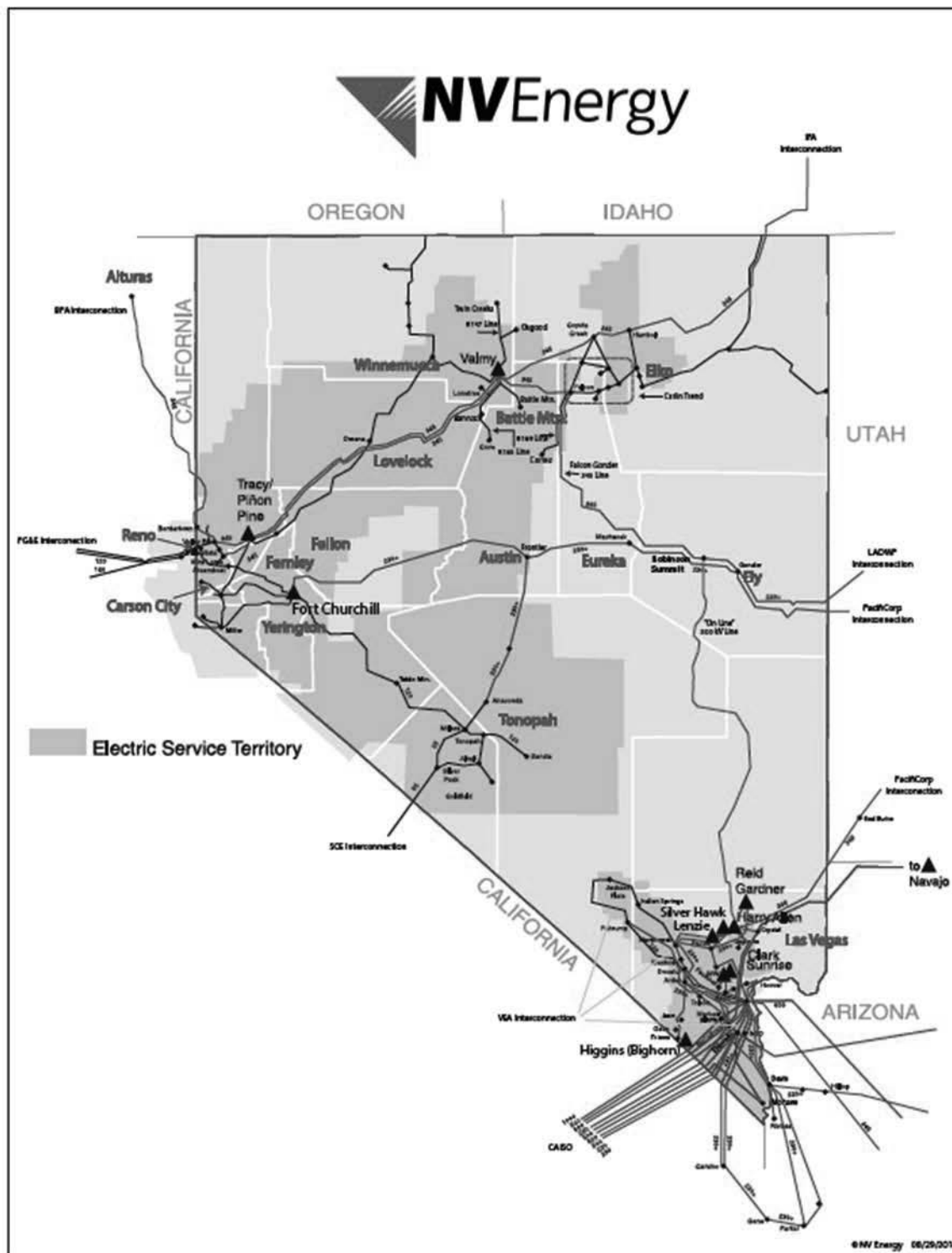
This attachment is available in electronic format in PowerAdvocate.

**ATTACHMENT K – APPROVED VENDORS LIST**

This attachment is available in electronic format in PowerAdvocate.

**The Approved Vendors List is to be inserted in the applicable Exhibit of the agreement being proposed.**

ATTACHMENT L – TRANSMISSION SYSTEM MAP





## **ATTACHMENT M – ROLE OF INDEPENDENT EVALUATOR**

In order to provide for a transparent and fair process, the 2018 RE RFP will be conducted under the oversight of an Independent Evaluator (“IE”).

- The IE will monitor and oversee the RFP to ensure that a competitive, fair and transparent RFP process is conducted, including the following:
  - Communications between bidder and the Company;
  - Any requested bidder updates to proposals
  - Any amendments to the renewable RFP issued by the Company
  - Evaluation and ranking of bid responses;
  - Selection of the initial shortlist of bids;
  - Selection of the final shortlist of bids; and
  - Negotiation of proposed contract(s) with successful Bidders.
- Validate that the renewable RFP evaluation criteria, methods, models, and other processes have been consistently and appropriately applied to all bids. Verify that the assumptions, inputs, outputs and results are appropriate and reasonable.
- Verify the basis for selection of the initial shortlist of bids:
  - Verify that the price score is based on the LCOE, LCOS or financial model, as applicable, and is consistently applied to all bids.
  - Verify that the non-price score is based on the evaluation criteria specified in the RFP (i.e., project development experience, project technology, value attributes, conformity to pro forma, development milestones, economic benefits, etc.).
- Verify the basis for selection of the final shortlist of bids:
  - Verify the results of the production cost simulation modeling of candidate resources on overall system costs and risks, and
  - Verify that the Company fairly and consistently applies any qualitative evaluation of the non-price factors, including but not limited to any factor that may impact the total cost of a resource, consideration of accounting treatment and potential effects due to rating agency treatment.
- The IE will independently score bids to determine whether the Company’s initial or final selections are reasonable.
- The IE and the Company will compare scores of selected bids and attempt to reconcile and resolve any scoring differences.
- The IE will monitor negotiations between the Company and the selected bidder(s).
- The IE will complete and submit a report that will detail bid scoring and evaluation results with a detailed assessment of the Company’s selection of the winning proposal(s).

**ATTACHMENT N – FORM OF WORK SITE AGREEMENT**

This attachment is available in electronic format in PowerAdvocate.

**The form of PLA/WSA, as modified, or an executed PLA/WSA, is to be inserted in the applicable Exhibit of the agreement being proposed, unless the proposal is for Product 2A (as set forth in Table 1).**

**REN-6-BMS (a)**

**LONG-TERM RENEWABLE  
POWER PURCHASE AGREEMENT**

**BETWEEN**

**SIERRA PACIFIC POWER COMPANY D/B/A NV ENERGY**

**AND**

**BATTLE MOUNTAIN SP, LLC**

**Battle Mountain Project  
Humboldt County, Nevada**

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## LONG-TERM RENEWABLE POWER PURCHASE AGREEMENT

This Long-Term Renewable Power Purchase Agreement (this “Agreement”) is made and entered into as of May 14, 2018 (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 **BATTLE MOUNTAIN SP, 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 intends to construct or cause to be constructed the Facility (as such term is defined below) upon the terms and conditions set forth herein; and

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

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

### 1. DEFINITIONS

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

- 1.1 “Accepted Compliance Costs” is defined in Section 3.5.
- 1.2 “Adjusted Annual Supply Amount” means, with respect to a Contract Year, the Annual Supply Amount less the total amount of Net Energy associated with Excused Product, if any, for such Contract Year.
- 1.3 “Adjusted Stub Period Supply Amount” means, with respect to the Stub Period, the Stub Period Supply Amount less the total amount of Net Energy associated with Excused Product, if any, for the Stub Period.
- 1.4 “Affiliate” means, with respect to any Person, each Person that directly or indirectly, controls or is controlled by or is under common control with such Person. For the purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or by contract or otherwise. Notwithstanding the foregoing, with respect to 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 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 “Annual Supply Amount” means, with respect to each Contract Year, the sum of the twelve (12) Monthly Supply Amounts for that Contract Year.
- 1.8 “ASC” is defined in Section 12.7.
- 1.9 “Availability Liquidated Damages” is defined in Exhibit 26.
- 1.10 “Availability Notice” means a notice delivered by Supplier to Buyer pursuant to Section 14.2 notifying Buyer of the availability of the Facility.
- 1.11 “Availability Test” means the test described in Exhibit 26.
- 1.12 “Average On-Peak COB” means the simple average of the COB for the On-Peak hours of the Summer Months or the Non-Summer Months, as applicable.
- 1.13 “Balancing Authority Area” is defined in the OATT (as may be modified from time to time) of the Balancing Authority Area Operator.
- 1.14 “Balancing Authority Area Operator” means a Person, and its agents and any successors thereto, that is responsible for the operation of the electric transmission system and for maintaining reliability of the electric transmission system, including the Transmission System, within the Balancing Authority Area where the Facility is located. As of the Effective Date, the Balancing Authority Area Operator is the Transmission Provider.
- 1.15 “Billing Period” is defined in Section 7.2.1.
- 1.16 “Business Day” means any day other than Saturday, Sunday and any day that is a holiday observed by Buyer.
- 1.17 “Buyer” is defined in the preamble of this Agreement and includes such Person’s permitted successors and assigns.
- 1.18 “Buyer ROFO Notice” is defined in Section 6.1.1.
- 1.19 “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.

- 1.20 “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.
- 1.21 “CAMD” means the Clean Air Markets Division of the Environmental Protection Agency or successor administrator, or any state or federal Governmental Authority given jurisdiction over a program involving transferability of Renewable Energy Benefits or any part thereof.
- 1.22 “Capacity Rights” means any current or future defined characteristic, certificate, tag, credit, ancillary service or attribute thereof, or accounting construct, including any of the same counted towards any current or future resource adequacy or reserve requirements, associated with the electric generation capability and capacity of the Facility or the Facility’s capability and ability to produce energy. Capacity Rights are measured in MW and do not include any Tax incentives of any kind existing now or in the future associated with the construction, ownership or operation of the Facility.
- 1.23 “Certified Nameplate Capacity Rating” is defined in Section 8.3.2.2.
- 1.24 “Charging Energy” means all Energy and capacity produced by the Generating Facility, less transformation and transmission losses, if any, delivered to the Storage Facility Metering Points in accordance with a Charging Notice from Buyer pursuant to Section 3.4.6. All Charging Energy shall be used solely to charge the Storage Facility. Buyer’s payment for Charging Energy shall not be for more than the amount of Energy flowing through, and delivered at, the Storage Facility Metering Points and, in any event, not greater than the amount of Charging Energy included in the applicable Charging Notice.
- 1.25 “Charging Notice” means the operating instruction, and any subsequent updates, given by Buyer to Supplier, directing the Storage Facility to charge at a specific MW rate to a specified Stored Energy Level, provided that any operating instruction shall be in accordance with the Operating Procedures. Charging Notices may be communicated electronically, via facsimile, telephonically or other verbal means, provided that telephonic or other verbal communications shall be documented (either recorded by tape, electronically or in writing), and such recordings shall be made available to both Buyer and Supplier upon request for settlement purposes. For the avoidance of doubt, any Buyer request to initiate a Storage Capacity Test shall not be considered a Charging Notice.
- 1.26 “COB” means the Hourly California Oregon Border Index published by Powerdex.
- 1.27 “Commercial Operation” means that: (a) the Generating Facility is fully operational, reliable and interconnected, fully integrated and synchronized with the

Transmission System, and that the Storage Facility is fully capable of charging, storing and discharging energy up to the Storage Contract Capacity; (b) Supplier shall have received or obtained all Required Facility Documents; and (c) which occurs when all of the requirements set forth in Sections 8.1, 8.3 and 17.2 and Exhibits 6 and 7 (i) have occurred, and (ii) remain simultaneously true and accurate: (A) as of the date and time Supplier gives Buyer notice that Commercial Operation has occurred; and (B) for the period Buyer has to review Supplier's notice of Commercial Operation pursuant to Section 8.2.1.

- 1.28 “Commercial Operation Date” means the date on which Commercial Operation occurs.
- 1.29 “Commercial Operation Deadline” means the date specified in Exhibit 6 by which the Commercial Operation Date must occur, as such date may be extended if and to the extent Supplier fails to achieve the Commercial Operation Date as a result of Force Majeure.
- 1.30 “Compliance Cost Cap” is defined in Section 3.5.
- 1.31 “Construction Contract” means one or more construction and equipment supply agreements, in each case, between a Construction Contractor and Supplier (or one of its Affiliates), pursuant to which, in the aggregate, the Facility will be designed, engineered, constructed, tested and commissioned.
- 1.32 “Construction Contractor” with respect to a Construction Contract, means the construction contractor and/or equipment supplier that is party to such Construction Contract.
- 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 Commercial Operation Date (or commencing on the Commercial Operation Date if the Commercial Operation Date is January 1).
- 1.35 “Controlling Interest” with respect to a Person, means fifty percent (50%) or more 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 “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.

- 1.38 “Critical Project Milestone” means a Project Milestone designated as a Critical Project Milestone on Exhibit 6.
- 1.39 “Cure Period” is defined in Section 24.3.
- 1.40 “Curtailed Product” is defined in Section 10.3.
- 1.41 “Daily Delay Damages” means an amount equal to: (a) with respect to the first (1st) through and including the sixtieth (60th) day subsequent to the Commercial Operation Deadline, one hundred ninety-four dollars and forty-four cents (\$194.44) per MW of Expected Nameplate Capacity Rating per day; (b) with respect to the sixty-first (61st) through and including the one-hundred-twentieth (120th) day subsequent to the Commercial Operation Deadline, three hundred eighty-eight dollars and eighty-nine cents (\$388.89) per MW of Expected Nameplate Capacity Rating per day; and (c) with respect to the one-hundred-twenty-first (121st) through and including the one hundred and eighty ((180th) day subsequent to the Commercial Operation Deadline, five hundred eighty-eight dollars and thirty-three cents (\$583.33) per MW of Expected Nameplate Capacity Rating per day.
- 1.42 “Daily On-Peak Supply Amount” means, with respect to a month, the sum of the Supply Amounts for the Delivery Hours ending 07:00 through 22:00 PPT for each day in that month.
- 1.43 “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.
- 1.44 “Defaulting Party” is defined in Section 24.1.
- 1.45 “Deficit Damages” is defined in Section 8.6.1.
- 1.46 “Deficit Damages Rate” means \$200,000 per MW.
- 1.47 “Delivered Amount” means, with respect to any Delivery Hour, the actual amount of Net Energy delivered by Supplier and accepted by Buyer at the Delivery Point during such Delivery Hour, including Charging Energy delivered by Supplier at the Storage Facility Metering Points 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” means, with respect to Net Energy and Discharging Energy, the delivery point on the Transmission System set forth in Exhibit 5.
- 1.51 “Delivery Point Maximum Amount” means, with respect to a Delivery Hour, 101 MWh.
- 1.52 “Derating” means a condition of the Generating Facility as a result of which it is unable to produce the Supply Amount during a Delivery Hour.
- 1.53 “Development Security” is defined in Section 17.1.
- 1.54 “Discharging Energy” means all Energy and capacity discharged by the Storage Facility, less inverter, transformation and transmission losses, if any, delivered to the Delivery Point.
- 1.55 “Discharging Notice” means the operating instruction, and any subsequent updates, given by Buyer to Supplier, directing the Storage Facility to discharge Discharging Energy at a specific MW rate to a specified Stored Energy Level, provided that any operating instruction shall be in accordance with the Operating Procedures. Discharging Notices may be communicated electronically, via facsimile, telephonically or other verbal means, provided that telephonic or other verbal communications shall be documented (either recorded by tape, electronically or in writing), and such recordings shall be made available to both Buyer and Supplier upon request for settlement purposes.
- 1.56 “Dispute” is defined in Section 21.1.
- 1.57 “Early Purchase Option” is defined in Section 6.2.
- 1.58 “Economic Curtailment” is defined in Section 10.4.1.
- 1.59 “Economic Curtailed Product” is defined in Section 10.4.2.
- 1.60 “Effective Date” is defined in the preamble of this Agreement.
- 1.61 “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.
- 1.62 “Emergency” means any circumstance or combination of circumstances or any condition of the Facility, the Transmission System or the transmission system of other transmission operators, which is determined or reported by Buyer, the Transmission Provider or any Electric System Authority to be (a) reasonably likely to endanger life or property and necessitates immediate action to avert injury to persons or serious damage to property or (b) reasonably likely to adversely affect,

degrade or impair Transmission System reliability or transmission system reliability of the transmission system of other electric utilities.

- 1.63 “Energy” means all energy that is generated by the Generating Facility.
- 1.64 “Energy Choice Initiative” means the initiated constitutional amendment that: (a) appeared as ballot question 3 in the State of Nevada general election held on November 8, 2016 (titled Nevada Legislature to Minimize Regulations on the Energy Market and Eliminate Legal Energy Monopolies Amendment); (b) was approved by a majority of the Nevada voters in the State of Nevada general election on November 8, 2016; and (c) will appear on the ballot of the State of Nevada general election scheduled to be held on or about November 6, 2018.
- 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 location, or of such form or character, as to constitute a violation of Laws and present a material risk under Laws that the Project Site will not be available or usable for the purposes contemplated by this Agreement.
- 1.67 “Environmental Law” shall mean 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 “Equivalent Cycle” means the amount of energy measured at the Delivery Point that equals the Storage Contract Capacity times four (4) hours as stated in Exhibit 1 8(b), as modified by Exhibit 25. Equivalent Cycles will be measured and recorded by the Supplier and sent to the Seller according to Exhibit 24.
- 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 Charging Energy” is defined in Section 3.4.6.3.
- 1.72 “Excess Energy” means, (a) with respect to the Stub Period, the portion of the Delivered Amount for the Stub Period, if any, that exceeds one hundred percent (100%) of the Adjusted Stub Period Supply Amount, and (b) with respect to a Contract Year, the portion of the Delivered Amount for such Contract Year, if any, that exceeds one hundred (100%) of the Adjusted Annual Supply Amount for such Contract Year; provided, however, that Delivered Amount (excluding Charging

Energy) in excess of the Delivery Point Maximum Amount for any Delivery Hour shall be excluded for purposes of determining Excess Energy.

- 1.73 “Excused Product” is defined in Section 3.6.4.
- 1.74 “Expected Nameplate Capacity Rating” is defined in Exhibit 1.
- 1.75 “Facility” means the Generating Facility and the Storage Facility.
- 1.76 “Fair Market Value” means the price which a willing buyer would pay for the Facility in an arm’s-length transaction to a willing seller under no compulsion to sell, as such price shall be determined by mutual agreement of the Parties or, absent mutual agreement of the Parties, pursuant to Article 21.
- 1.77 “FERC” means the Federal Energy Regulatory Commission and any successor.
- 1.78 “Final Purchase Option” is defined in Section 6.3.
- 1.79 “Force Majeure” is defined in Section 20.2.
- 1.80 “Generating Facility” means Supplier’s generating power plant as described in Exhibit 1, located at the Project Site as identified in Exhibit 3A and 3B and including mechanical equipment and associated facilities and equipment required to deliver Net Energy to the Delivery Point and Storage Facility Metering Points, including items as further described in Exhibits 1, 3A, 3B, 5 and 14, and as such generating power plant may be expanded or otherwise modified from time to time in accordance with the terms hereof.
- 1.81 “Good Utility Practice” means (a) the applicable practices, methods and acts required by or consistent with applicable Laws and reliability criteria, whether or not the Party whose conduct at issue is a member of any relevant organization and otherwise engaged in or approved by a significant portion of the electric utility industry during the relevant time period with respect to grid-interconnected, utility-scale generating facilities with integrated storage in the Western United States, or (b) any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to acceptable practices, methods or acts generally accepted in the industry with respect to grid-interconnected, utility-scale generating facilities with integrated storage in the Western United States. Good Utility Practice shall include compliance with applicable Laws, applicable reliability criteria, and the criteria, rules and standards promulgated in the National Electric Safety Code and the National Electrical Code, as they may be amended or superseded from time to time, including the criteria, rules and standards of any successor organizations.

- 1.82 “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.
- 1.83 “Governmental Authority” means, as to any Person, any federal, state, local, 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.
- 1.84 “Guaranteed Storage Availability” is defined in Section 3.4.8.1.
- 1.85 “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.
- 1.86 “IA” means the Large Generator Interconnection Agreement executed on September 20, 2017, as amended from time to time, between Supplier and the Transmission Provider for the Facility.
- 1.87 “IEEE-SA” means the Institute of Electrical and Electronics Engineers Standards Association and any successor entity thereto.
- 1.88 “Indemnified Party” is defined in Section 18.1.
- 1.89 “Indemnifying Party” is defined in Section 18.1.
- 1.90 “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.

- 1.91 “ITC” means the investment tax credit established pursuant to Section 48 of the United States Internal Revenue Code of 1986.
- 1.92 “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.
- 1.93 “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.
- 1.94 “Licensed Professional Engineer” means a person proposed by Supplier and acceptable to Buyer in its reasonable judgment who: (a) is licensed to practice engineering in the appropriate engineering discipline for the required certification being made in Nevada; (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 and is not an employee of its members or Affiliates, other than with the prior written consent of Buyer, for services previously or currently being rendered to Supplier or its members or Affiliates; and (d) is not a representative of a consulting engineer, contractor, designer or other individual involved in the development of the Facility, or of a manufacturer or supplier of any equipment installed in the Facility.
- 1.95 “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.
- 1.96 “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 financial condition of such Party.
- 1.97 “Measurement Period” means two (2) consecutive Contract Years commencing with the first two (2) Contract Years of the Term. Measurement Periods do not overlap or roll.
- 1.98 “Meter” means any of the physical or electronic metering devices, data processing equipment and apparatus associated with the meters required for: (a) accurate determination of the: quantities of Delivered Amounts and Station Usage from the Facility, the quantities of Charging Energy delivered to the Storage Facility Metering Points, the amount of Discharging Energy delivered to the Delivery Point, and for recording other related parameters required for the reporting of data to Supplier: (b) the computation of the payments due from one Party to another under



this Agreement; and (c) compliance with requirements of any Electric System Authority, any Governmental Authority or Transmission Provider. Meters do not include any check meters Supplier may elect to install as contemplated by Section 7.1.1.

- 1.99 “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.
- 1.100 “Monthly Storage Availability” is defined in Exhibit 26.
- 1.101 “Monthly Supply Amount” means, with respect to a month, the sum of the Daily Supply Amount for each day in such month.
- 1.102 “Monthly On-Peak Supply Amount” means, with respect to a month, the sum of the Daily On-Peak Supply Amount for each day in such month.
- 1.103 “Moody’s” means Moody’s Investor Services, Inc. and any successor.
- 1.104 “MW” means megawatts of electrical power in AC.
- 1.105 “MWh” and “MWhs” mean a megawatt hour or megawatt hours of electrical energy.
- 1.106 “NAC” means the Nevada Administrative Code.
- 1.107 “NERC” means the North American Electric Reliability Corporation and any successor.
- 1.108 “Net Energy” means all Energy and capacity produced by the Generating Facility (including Charging Energy, but not Discharging Energy), less Station Usage and transformation and transmission losses and other adjustments (e.g., Supplier’s load other than Station Usage), if any, delivered to and received by Buyer at the Delivery Point and delivered to the Storage Facility Metering Points. Buyer’s payment for Net Energy shall not be for more than the amount of Energy flowing through, and delivered at, the Delivery Point and Storage Facility Metering Points.
- 1.109 “Network Resource” is defined in the OATT.
- 1.110 “Non-Defaulting Party” means the Party other than the Defaulting Party.
- 1.111 “Non-Summer Months” means all months of the Stub Period or a Contract Year, not including the Summer Months.
- 1.112 “Notice” is defined in Section 29.1.1.
- 1.113 “Notice to Proceed” means the initial notification by Supplier to its Construction Contractor to commence work under the Construction Contract.

- 1.114 “NRS” means the Nevada Revised Statutes.
- 1.115 “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.
- 1.116 “Offered Interests” is defined in Section 6.1.1.
- 1.117 “Off-Peak” means hours ending 01:00 through 06:00 PPT and hours ending 23:00 through 24:00 PPT of each day.
- 1.118 “On-Peak” means hours ending 07:00 through 22:00 PPT of each day.
- 1.119 “Operating Procedures” is defined in Section 8.8.
- 1.120 “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.
- 1.121 “Operating Security” is defined in Section 17.2.
- 1.122 “Operation Date” means the first date on which the Generating Facility is energized and operates in parallel with the Transmission System and delivers Net Energy to and at the Delivery Point and Storage Facility Metering Points and the Storage Facility is fully capable of charging, storing and discharging energy up to the Storage Contract Capacity and receiving instructions to charge, store and discharge energy.
- 1.123 “PPT” means Pacific Standard Time or Pacific Daylight Time, whichever is then prevailing in Las Vegas, Nevada.
- 1.124 “Party” or “Parties” means each entity set forth in the preamble of this Agreement and its permitted successor or assigns.
- 1.125 “PC” or “Portfolio Energy Credit” means a unit of credit which equals one kilowatt-hour of electricity generated, acquired or saved (or deemed so) by the Facility, all as calculated by the PUCN operations staff and certified by the PC Administrator pursuant to the Renewable Energy Law (or by a successor Governmental Authority pursuant to a successor Law if the Renewable Energy Law is replaced, superseded or preempted by another Law or regulatory regime tasked with enforcement of renewable energy quotas by utility providers in Nevada), and certified by WREGIS.
- 1.126 “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.

- 1.127 “PC Replacement Costs” is defined in Section 3.7.1.
- 1.128 “PC Shortfall” is defined in Section 3.7.1.
- 1.129 “PC Shortfall Amount” is defined in Section 3.7.1.
- 1.130 “Penalties” means any penalties, fines, damages, or sanctions attributable to Supplier’s failure to perform under this Agreement and actually imposed on Buyer pursuant to an order issued by any Governmental Authority, the Transmission Provider or any Electric System Authority.
- 1.131 “Person” or “Persons” means any natural person, partnership, limited liability company, joint venture, corporation, trust, unincorporated organization, or Governmental Authority.
- 1.132 “Planned Outage” is defined in Article 11.1.
- 1.133 “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).
- 1.134 “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.
- 1.135 “Preliminary Interest Notice” is defined in Section 6.2.1.
- 1.136 “Product” means all (a) Net Energy, (b) PCs (and any equivalent rights in any other jurisdiction), (c) Renewable Energy Benefits, and (d) Capacity Rights, in each case, arising from or relating to the Facility, including Storage Product.
- 1.137 “Product Rate” means, for any period, the applicable rate set forth in Exhibit 2A.
- 1.138 “Project Milestone” means each of the milestones listed in Exhibit 6.

- 1.139 “Project Site” means the site for the Facility, as more particularly described in Exhibit 3A and depicted in Exhibit 3B.
- 1.140 “Provisional Energy” means Net Energy (but not Test Energy) that is delivered by Supplier to Buyer prior to the Commercial Operation Date and at the request of Buyer in increments of no less than five (5) MW up to an aggregate maximum of one hundred one (101) MW.
- 1.141 “Provisional Rate” is defined in Section 4.1.1.2.
- 1.142 “PTC” means the production tax credit established pursuant to Section 45 of the United States Internal Revenue Code of 1986.
- 1.143 “PUCN” means the Public Utilities Commission of Nevada and any successor.
- 1.144 “PUCN Approval” is defined in Section 16.2.
- 1.145 “PUCN Approval Date” means the date the PUCN Approval becomes effective pursuant to NAC §703.790.
- 1.146 “PUCN Approval Deadline” means December 28, 2018.
- 1.147 “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.
- 1.148 “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.
- 1.149 “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 otherwise provides replacement Development Security or Operating Security to Buyer, as applicable, 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 the Facility.
- 1.150 “Relevant Rating Agency” means Moody’s or S&P.
- 1.151 “Renewable Energy Benefits” means any and all renewable and environmental attributes, emissions reductions attributes, Portfolio Energy Credits (and any equivalent rights in any other jurisdictions), credits, offsets, allowances, reporting rights and benefits, howsoever entitled, and includes any and all: (a) available, allocated, assigned, awarded, certified or otherwise transferred or granted to Supplier or Buyer by the PC Administrator or any Governmental Authority in any jurisdiction in connection with the Facility or the generation, transmission or use of

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

- 1.152 “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.
- 1.153 “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.
- 1.154 “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.

- 1.155 “Replacement Costs” is defined in Section 3.6.1.3 with respect to the Summer Months and Section 3.6.2.3 with respect to Non-Summer Months.
- 1.156 “Required Facility Documents” means the Governmental Approvals, rights and agreements now or hereafter necessary for construction, operation and maintenance of the Facility set forth in Exhibit 12. Nothing set forth in Exhibit 12 limits Supplier’s obligation to obtain the Governmental Approvals set forth in Exhibit 12 or otherwise required hereunder or with respect to the Facility.
- 1.157 “Restricted Period” is defined in Section 24.5.1.
- 1.158 “Restricted Transaction” is defined in Section 6.1.1.
- 1.159 “ROFO” is defined in Section 6.1.
- 1.160 “ROFO Period” is defined in Section 6.1.1.
- 1.161 “ROFO Seller” is defined in Section 6.1.1.
- 1.162 “Seller ROFO Notice” is defined in Section 6.1.1.
- 1.163 “Shortfall” is defined in Section 3.6.1.1 with respect to the Summer Months and Section 3.6.2.1 with respect to Non-Summer Months.
- 1.164 “Shortfall Amount” is defined in Section 3.6.1.2 for the Summer Months and Section 3.6.2.2 for Non-Summer Months.
- 1.165 “Shortfall Threshold” is defined in Section 3.6.1.1 for the Summer Months and Section 3.6.2.1 for the Non-Summer Months.
- 1.166 “Standard and Poor’s” or “S&P” means Standard and Poor’s Ratings Group, a division of McGraw Hill, Inc., and any successor.
- 1.167 “Standby Service” means the electric service supplied by Sierra Pacific Power Company for Station Usage pursuant to Schedule LSR, Large Standby Service Rider, as such tariff is in effect and as may be amended from time to time.
- 1.168 “Station Usage” means all Energy used by the Facility.
- 1.169 “Storage Capacity” means the maximum dependable operating capability of the Storage Facility to discharge electric energy, and any other products that may be developed or evolve from time to time during the Term that relate to the maximum dependable operating capability of the Storage Facility to discharge electric energy.
- 1.170 “Storage Capacity Test” means the testing procedures, requirements and protocols set forth in Section 3.4.7 and Exhibit 25.

- 1.171 “Storage Contract Capacity” means the total capacity (in MW) that can be sustained for four (4) consecutive hours by the Storage Facility determined in accordance with Section 3.4.7 and Exhibit 25, as the same may be adjusted from time to time pursuant to Section 3.4.7 and Exhibit 25.
- 1.172 “Storage Facility” means Supplier’s energy storage facility as described in Exhibit 1 (including the operational requirements of the energy storage facility), located at the Project Site as identified in Exhibit 3A and 3B and including mechanical equipment and associated facilities and equipment required to deliver Storage Product, including items as further described in Exhibits 1, 3A, 3B, 5 and 14, and as such storage facility may be expanded or otherwise modified from time to time in accordance with the terms hereof.
- 1.173 “Storage Facility Metering Points” means, with respect to Charging Energy, the the summation of all metering points at the Storage Facility set forth in Exhibit 5.
- 1.174 “Storage Facility Metering Points Maximum Amount” means, with respect to a Delivery Hour, 25 MW.
- 1.175 “Storage Product” means (a) Discharging Energy, (b) PCs (and any equivalent rights in any other jurisdiction), if any, (c) Renewable Energy Benefits, if any, (d) Storage Capacity, and (e) Ancillary Services, in each case arising from or relating to the Storage Facility.
- 1.176 “Storage Rate” means, for any period, the applicable charge set forth in Exhibit 2A.
- 1.177 “Stored Energy Level” means, at a particular time, the amount of electric energy in the Storage Facility, expressed in MWh.
- 1.178 “Stub Period” means the period of time commencing on the Commercial Operation Date and ending on December 31 of the year in which the Commercial Operation Date occurs (provided, however, that if the Commercial Operation Date occurs on January 1, then the term “Stub Period” will have no application to this Agreement).
- 1.179 “Stub Period Supply Amount” means the sum of the Daily Supply Amount for each day of the Stub Period.
- 1.180 “Summer Months” means the months of June, July, August and September occurring during the Stub Period or a Contract Year.
- 1.181 “Supplier” is defined in the preamble of this Agreement and includes such Person’s permitted successors and assigns.
- 1.182 “Supplier’s Lenders” means any Person, other than an Affiliate of Supplier, and its permitted successors and assigns, providing money or credit in connection with any development, bridge, construction, takeout, permanent debt or tax equity financing or refinancing for the Facility, including lease, inverted lease, sale-leaseback,

partnership-flip, monetization of tax benefits, back-leverage financing, or credit derivative arrangements.

- 1.183 “Supplier’s Required Regulatory Approvals” means the Governmental Approvals listed on Exhibit 10.
- 1.184 “Supply Amount” means, with respect to any Delivery Hour, the amount of Net Energy stated in Exhibit 13.
- 1.185 “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.
- 1.186 “Tax Credits” means the PTC, ITC and any other state, local and/or federal production tax credit, depreciation benefit, tax deduction and/or investment tax credit specific to the production of renewable energy and/or investments in renewable energy facilities.
- 1.187 “Term” is defined in Section 2.2.
- 1.188 “Test Energy” is defined in Section 4.1.1.1.
- 1.189 “Test Product Rate” is defined in Section 4.1.1.1.
- 1.190 “Transmission Provider” means Sierra Pacific Power Company or any successor operator or owner of the Transmission System.
- 1.191 “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.
- 1.192 “Weather Meter” is defined in Section 7.1.8.
- 1.193 “WECC” means the Western Electric Coordinating Council (formerly Western System Coordinating Council) and any successor.
- 1.194 “WREGIS” means the Western Renewable Energy Generation Information System and any successor.



- 1.195 “Yearly PC Amount” means the amount of PCs for a Contract Year as stated in Exhibit 18.

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

- 2.1 Effective Date. Subject to Article 16, this Agreement shall become effective on the Effective Date.
- 2.2 Term. Supplier’s obligation to deliver Product, and Buyer’s obligation to accept and pay for Product, shall commence on the Operation Date and shall continue for a period of 25 Contract Years, subject to earlier termination of this Agreement pursuant to the terms hereof (the “Term”); provided, however, that Buyer’s obligations to pay for or accept any Product are conditioned on the receipt of the PUCN Approval in form and substance acceptable to Buyer in its sole discretion. Buyer shall not be obligated to accept or pay for any Product, unless the PUCN Approval is received in form and substance acceptable to Buyer in its sole discretion or Buyer waives its right to terminate this Agreement pursuant to Article 16. Notwithstanding the preceding sentence, all of the provisions in this Agreement related to the Storage Facility and the Storage Product, including the operation, maintenance, performance of the Storage Facility and the scheduling and payment for Storage Product shall automatically terminate, be null and void and of no force and effect effective as of the last day of the 10<sup>th</sup> Contract Year, unless prior thereto the Parties agree in writing to continue such provisions on such terms and conditions as the Parties may agree in their sole discretion, including a later date on which such provisions shall automatically terminate. Effective as of the date such provisions shall automatically terminate, this Agreement shall be amended to reflect the termination of such provisions, and the Parties shall execute an amendment to this Agreement consistent with the terms of this Section 2.2.
- 2.3 Termination.
- 2.3.1 For Cause. Except as provided below in this Section 2.3.1, this Agreement may be terminated at any time by the Non-Defaulting Party upon two (2) Business Days’ prior notice to the Defaulting Party if an Event of Default has occurred and is continuing (after the applicable Cure Period (if any) in Section 24.3 has expired); provided, however, that any purported termination by Supplier shall first require that Supplier deliver Notice to Buyer stating prominently therein in type font no smaller than 14 point all-capital letters that “THIS IS A TERMINATION NOTICE UNDER A RENEWABLE RESOURCE PPA. YOU MUST CURE A DEFAULT, OR THE PPA WILL BE TERMINATED,” and shall state therein any amount purported to be owed and wiring instructions. Notwithstanding any provision to the contrary contained in this Agreement, Supplier will not have any right to terminate this Agreement if the Event of Default that gave rise to the termination right is cured within fifteen (15) Business Days after receipt of such notice.

- 2.3.2 Failed Conditions Precedent. This Agreement may be terminated by Buyer in accordance with Article 16 without payment or penalty or liability of any kind.
- 2.3.3 Force Majeure. This Agreement may be terminated by Buyer if Supplier's obligations hereunder have been excused by the occurrence of an event of Force Majeure for longer than twelve (12) consecutive months or three hundred sixty (360) days in any five hundred forty (540) day period.
- 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. One hundred percent (100%) of the Product from the Facility shall be dedicated exclusively to Buyer for so long as this Agreement is in force and effect. Subject to 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 Facility; or (c) divert, redirect or make available the Facility or any resource therefrom to another generating facility or storage facility or any third party. The Parties agree that remedies at Law may be inadequate in the event of a breach of this Section 3.1, and Supplier agrees that Buyer shall be entitled, without proof of actual damages and without necessity of posting bond or other security, to temporary, preliminary and permanent injunctive relief from any Governmental Authority of competent jurisdiction restraining Supplier from committing or continuing any breach of this Section 3.1.
- 3.2 Purchase and Sale. For and in consideration of Buyer's payment for the Product, Supplier sells to Buyer, and Buyer accepts from Supplier, any right, title and interest that Supplier may have in and to the Product, including Capacity Rights and Renewable Energy Benefits on all Energy (including Excess Energy) existing during the Term.

- 3.3 No Double Sales. Supplier represents that it has not sold, and covenants that during the Term it will not sell or attempt to sell to any other Person, the Product, including the Capacity Rights, if any, and the Renewable Energy Benefits on all Energy (including Excess Energy) existing during the Term, other than as provided in Section 24.2. During the Term, Supplier shall not report to any person or entity that the Product, including the Capacity Rights, if any, and the Renewable Energy Benefits on all Energy (including Excess Energy) existing during the Term, belong to anyone other than Buyer. Buyer may report to any person that it exclusively owns the Product, including the Capacity Rights, if any, and the Renewable Energy Benefits on all Energy (including Excess Energy) existing during the Term. At Buyer's request, the Parties shall execute such documents and instruments as may be reasonably required to effect recognition and transfer of the Capacity Rights, if any, to Buyer.
- 3.4 Delivery Responsibilities.
- 3.4.1 Product. Subject to the provisions of this Agreement, commencing on the Commercial Operation Date and throughout the Term, Supplier shall supply and deliver the Product to Buyer at the Delivery Point (other than the Charging Energy which shall be delivered at the Storage Facility Metering Points).
- 3.4.2 Delivered Amount. Buyer shall take delivery of the Net Energy, including any Excess Energy, and Discharging Energy at the Delivery Point in accordance with the terms of this Agreement. Supplier shall be responsible for paying or satisfying when due all costs or charges imposed in connection with the scheduling and delivery of Net Energy and Discharging Energy up to the Delivery Point, including transmission costs, transmission line losses, any costs or charges imposed in connection with scheduling and delivery of the Charging Energy to the Storage Facility Metering Points and any operation and maintenance charges imposed by the Transmission Provider. Buyer shall be responsible for all costs or charges, if any, imposed in connection with the delivery of Net Energy and Discharging Energy at and after the Delivery Point, including transmission costs and transmission line losses and imbalance charges. Without limiting the generality of the foregoing, Buyer, in its merchant capacity, shall not bear costs associated with the modifications to the Transmission System (including system upgrades) caused by or related to: (a) the interconnection of the Facility with the Transmission System; and (b) any increase in generating capacity of the Generating Facility. The Parties agree that the terms of the IA shall govern the allocation of costs associated with any modifications or upgrades to the Transmission System.
- 3.4.3 Title and Risk of Loss. Title and risk of loss with respect to Net Energy and Discharging Energy delivered by Supplier shall pass from Supplier to Buyer at the Delivery Point. Supplier shall be deemed in exclusive control of the Net Energy and Discharging Energy and shall be responsible for any

damage or injury caused prior to the Delivery Point. Buyer shall be deemed in exclusive control of the Net Energy and Discharging Energy and shall be responsible for any damage or injury caused at and after the Delivery Point. Supplier warrants that all Product delivered to Buyer is free and clear of all liens, security interests, claims and encumbrances of any kind.

3.4.4 Provisional Energy Delivery. Buyer may request by written notice to Supplier to deliver Provisional Energy prior to the Commercial Operation Date, in increments as defined in Section 1.140, 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.

3.4.5 Voltage Support. The IA requires the Facility to maintain a composite power delivery at continuous rated power output at the point of interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, unless Transmission Provider has established different requirements that apply to the Facility and all generators in the control area on a comparable basis. In addition to the requirements of the IA, the Facility will provide voltage set point control at the point of interconnection within the range of 0.90 leading to 0.90 lagging at full rated real-power output, as available, within the capabilities of the Facility. The Facility shall provide dynamic reactive power as required for voltage regulation twenty-four (24) hours per day, if the Facility is capable of providing reactive power, regardless of real power output. The performance of reactive power output to provide voltage support shall be according to unit real/reactive capability curves provided in Exhibit 22.

3.4.6 Charging Energy Management.

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

3.4.6.2 Subject to the requirements and limitations set forth in this Agreement, Buyer will have the right to charge the Storage Facility in accordance with Operating Procedures and operational requirements specified in Exhibit 1, by providing Charging Notices to Supplier electronically. Each Charging Notice will be effective unless and until Buyer modifies such Charging Notice by providing Supplier with an updated Charging Notice. If an electronic submittal is not

possible for reasons beyond Buyer's control, Buyer may provide Charging Notices by (in order or preference, unless the Parties agree to a different order) electronic mail, facsimile transmission or telephonically to Supplier's personnel designated in Exhibit 4 to receive such communications. Notwithstanding the foregoing, scheduled Charging Notice times shall be limited to only times when Energy is available and Charging Notices will be fulfilled based on Stored Energy Level.

- 3.4.6.3 Supplier shall not charge the Storage Facility during the Term other than pursuant to a Charging Notice, or in connection with a Storage Capacity Test. If during the Term Supplier (a) charges the Storage Facility to a Stored Energy Level greater than the Stored Energy Level provided for in the Charging Notice or (b) charges the Storage Facility without Buyer providing a Charging Notice ("Excess Charging Energy"), then (x) Supplier shall be responsible for all costs associated with such Excess Charging Energy, (y) Buyer shall not be required to pay for such Excess Charging Energy, and (z) Buyer shall be entitled to discharge such Excess Charging Energy and to all of the benefits (including Storage Product) associated with discharging such Excess Charging Energy.

3.4.7 Storage Capacity Tests.

- 3.4.7.1 Prior to the Commercial Operation Date, Supplier shall schedule and complete a Storage Capacity Test in accordance with Exhibit 25. Thereafter, once per Contract Year, Supplier shall schedule and complete a Storage Capacity Test in accordance with Exhibit 25. Buyer shall have the right to run a retest of the Storage Capacity Test in accordance with Exhibit 25.
- 3.4.7.2 Buyer shall have the right to send one or more representative(s) to witness all Storage Capacity Tests. Buyer shall be responsible for all costs, expenses and fees payable or reimbursable to its representative(s) witnessing any Storage Capacity Test. All other costs of any Storage Capacity Test shall be borne by Supplier (other than any third party costs incurred by Supplier for any retest required by Buyer pursuant to Section 3.4.7, unless such retest shall result in the Storage Contract Capacity being reduced from the Storage Contract Capacity established by the immediately preceding Storage Capacity Test, in which case Supplier shall be responsible for such costs).

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

3.4.8 Storage Availability.

- 3.4.8.1 During the Term, the Storage Facility shall maintain a Monthly Storage Availability during the On-Peak hours of each of the Summer Months of no less than ninety-eight percent (98%) (the “Guaranteed Storage Availability”), which Monthly Storage Availability shall be calculated in accordance with Exhibit 26.

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

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

- 3.5 Renewable Energy System. Notwithstanding anything in this Agreement to the contrary, Buyer shall not be obligated to purchase or accept delivery of Product if the Generating Facility: (a) is not at the time of delivery qualified as a Renewable Energy System; or (b) is not delivering to Buyer all of the Renewable Energy Benefits associated with the Net Energy and Discharging Energy being delivered; provided that if there is a change in the Renewable Energy Law after the execution of this Agreement that causes the Net Energy and Discharging Energy from the Generating Facility to be ineligible or non-qualifying as a Renewable Energy

System under such Renewable Energy Law, Supplier shall use commercially reasonable efforts to comply with such Renewable Energy Law. For purposes hereof, commercially reasonable efforts shall include the expenditure of amounts up to one hundred one thousand dollars (\$101,000) (the “Compliance Cost Cap”) in any Contract Year. If Supplier reasonably concludes that it may incur costs in excess of the Compliance Cost Cap in any Contract Year in order to comply with the Renewable Energy Law, it shall provide Buyer with a notice itemizing such excess costs. Buyer shall evaluate such notice and either: (i) agree to reimburse Supplier for such excess costs (the “Accepted Compliance Costs”); or (ii) waive Supplier’s obligation to comply with the Renewable Energy Law to the extent such inability results from failing to expend amounts in excess of the Compliance Cost Cap. If Buyer agrees to reimburse Supplier for the Accepted Compliance Costs, then Supplier shall be required to comply in full with the Renewable Energy Law, and Buyer shall reimburse Supplier for Supplier’s actual and reasonable out-of-pocket compliance costs in excess of the Compliance Cost Cap, not to exceed the Accepted Compliance Costs. If Supplier’s inability to comply with the Renewable Energy Law cannot be cured by the expenditure of money, such noncompliance shall be excused and shall not constitute an Event of Default.

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

3.6.1 Summer Months – On-Peak.

- 3.6.1.1 If, for the Summer Months of any Measurement Period, the sum of all Delivered Amounts during the On-Peak hours of such Summer Months is less than the Shortfall Threshold for such Summer Months, then a shortfall of Net Energy (a “Shortfall”) will be deemed to exist for such Summer Months. “Shortfall Threshold” means, with respect to the Summer Months in any Measurement Period, the product of (a) 0.90 multiplied by (b) the difference between (i) the sum of the Monthly On-Peak Supply Amount for such Summer Months minus (ii) the total amount of Net Energy associated with Excused Product (if any) during the On-Peak hours of such Summer Months.
- 3.6.1.2 If a Shortfall exists with respect to the Summer Months in any Measurement Period, then a Shortfall Amount will be calculated in accordance with the following. “Shortfall Amount” means, with respect to the Summer Months in any Measurement Period, an amount expressed in MWh equal to the Shortfall Threshold for such Summer Months minus the sum of all Delivered Amounts during the On-Peak hours of such Summer Months, provided that if the calculation of Shortfall Amount yields an amount of zero or less for the Summer Months in any Measurement Period, then no Shortfall Amount will be deemed to exist with respect to such Summer Months.

- 3.6.1.3 Buyer's "Replacement Costs" with respect to any Summer Months in any Measurement Period shall equal (a) the Shortfall Amount for such Summer Months multiplied by (b) the greater of (i) ten-percent (10%) of the applicable Product Rate or (ii) an amount equal to Average On-Peak COB for the Summer Months minus the applicable Product Rate, provided that if the calculation of Replacement Costs yields an amount of zero or less for such Summer Months, then no Replacement Costs will be payable with respect to such Summer Months.
- 3.6.1.4 Within five (5) Business Days after the end of any Measurement Period in which a Shortfall has occurred with respect to the Summer Months, Supplier will calculate the Replacement Costs with respect to such Shortfall Amount and provide Buyer with written notice of such calculation. Such Replacement Costs shall be reflected on the Invoice for the same Billing Period in which such Replacement Costs are calculated.

3.6.2 Non-Summer Months – On-Peak.

- 3.6.2.1 If, for the Non-Summer Months of any Measurement Period, the sum of all Delivered Amounts during the On-Peak hours of such Non-Summer Months is less than the Shortfall Threshold for such Non-Summer Months, then a shortfall of Net Energy (a "Shortfall") will be deemed to exist for such Non-Summer Months. "Shortfall Threshold" means, with respect to the Non-Summer Months in any Measurement Period, the product of (a) 0.90 multiplied by (b) the difference between (i) the sum of Monthly On-Peak Supply Amount for such Non-Summer Months minus (ii) the total amount of Net Energy associated with Excused Product (if any) during the On-Peak hours of such Non-Summer Months.
- 3.6.2.2 If a Shortfall exists with respect to the Non-Summer Months in any Measurement Period, then a Shortfall Amount will be calculated in accordance with the following. "Shortfall Amount" means, with respect to the Non-Summer Months in any Measurement Period, an amount expressed in MWh equal to the Shortfall Threshold for such Non-Summer Months minus the sum of all Delivered Amounts during the On-Peak hours of such Non-Summer Months, provided that if the calculation of Shortfall Amount yields an amount of zero or less for the Non-Summer Months, then no Shortfall Amount will be deemed to exist with respect to such Non-Summer Months.
- 3.6.2.3 Buyer's "Replacement Costs" with respect to any Non-Summer Months in any Measurement Period shall equal (a) the Shortfall Amount for such Non-Summer Months multiplied by (b) an amount equal to Average On-Peak COB for the Non-Summer Months minus



the applicable Product Rate, provided that if the calculation of Replacement Costs yields an amount of zero or less for such Non-Summer Months, then no Replacement Costs will be payable with respect to such Non-Summer Months.

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

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

3.6.4 Calculations. As soon as practicable following any period of: (a) Force Majeure; (b) Buyer's failure to accept Net Energy or PCs in breach of this Agreement; (c) Emergency (except for an Emergency with respect to the Facility that is not also a Force Majeure); (d) Planned Outage; (e) Curtailed Product; or (f) Economic Curtailed Product, in each case as a result of which Supplier has failed to deliver Product to Buyer during such period and, subject to the terms of this Agreement, such failure and Supplier's liability for damages therefor may be excused, Supplier shall calculate the amount of Net Energy that Supplier was unable to generate and deliver to the Storage Facility Metering Points and to Buyer at the Delivery Point solely as a result of such event, by summing for each hour of the period the difference between (i) the Net Energy that Supplier would have been capable of delivering if not for such event during each hour (not to exceed the Supply Amount) and (ii) the Delivered Amount during each hour (the "Excused Product"); provided that the amount of Curtailed Product shall be determined in accordance with Section 10.3 and the amount of Economic Curtailed Product shall be determined in accordance with Section 10.4. Supplier shall provide Buyer its calculations and include all relevant back-up data and other information reasonably requested by Buyer. If Buyer disagrees with the calculation of Excused Product, then the Excused Product will be determined through the Dispute resolution provisions of Article 21.

### 3.7 PC Shortfall; PC Replacement Costs.

- 3.7.1 If after the PC Administrator issues all the PC statements or certificates for any Measurement Period there is a PC Shortfall, then Supplier shall pay Buyer for the replacement costs and any Penalties associated with such PC Shortfall (collectively, the “PC Replacement Costs”). Subject to the last sentence of this Section 3.7.1, for purposes of this Agreement a “PC Shortfall” shall occur in any Measurement Period if the sum of all Delivered PCs is less than the product of (a) 0.90 multiplied by (b) an amount equal to (i) the sum of the Yearly PC Amount for the Contract Years in such Measurement Period minus (ii) the total amount of PCs associated with Excused Product during such Measurement Period. For purposes of this Agreement, a “PC Shortfall Amount” with respect to any Measurement Period means: (A) the sum of the Yearly PC Amount for the Contract Years in such Measurement Period; minus (B) the total amount of PCs associated with Excused Product during such Measurement Period; minus (C) the Delivered PCs during such Measurement Period. If the calculation of the PC Shortfall Amount set forth in this Section 3.7.1 yields an amount of zero or less for any Measurement Period, then no PC Shortfall will be deemed to exist with respect to such Measurement Period.
- 3.7.2 The PC Replacement Costs shall be determined by Buyer exercising its reasonable discretion based on the estimated cost of purchasing PCs to replace the PC Shortfall Amount from the same resource type with a comparable expiration date or the cost of replacing the PC Shortfall Amount with PCs of Buyer’s choice already in Buyer’s PC Account; provided, however, that Buyer shall not be required to actually purchase replacement PCs in order to receive payment from Supplier for PC Replacement Costs. Buyer shall include in the PC Replacement Costs any Penalties allocable to Supplier’s proportionate amount of Buyer’s aggregate shortfall under the applicable Portfolio Standard (factoring in Supplier’s shortfall in prior years carried forward as a deficit or reducing the surplus in such prior years).
- 3.7.3 The Parties recognize and agree that the payment of amounts by Supplier pursuant to this Section 3.7 is an appropriate remedy and that any such payment does not constitute a forfeiture or penalty of any kind, but rather constitutes anticipated costs to Buyer under the terms of this Agreement. The Parties further acknowledge and agree that the amount payable by Supplier pursuant to this Section 3.7 is difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the damages calculated hereunder constitute a reasonable approximation of the harm or loss.
- 3.7.4 All information used by Buyer to establish PC Replacement Costs shall be verifiable by Supplier; and Buyer shall provide reasonable access to all such information supporting calculations within five (5) Business Days of Supplier’s request for such information. Supplier agrees to execute a confidentiality agreement regarding the review of this information upon request by Buyer.

- 3.7.5 For any Measurement Period, Buyer, at its sole option, may allow Supplier to meet its PC Replacement Cost obligation by transferring a quantity of PCs to Buyer in the amount of no less than the PC Shortfall Amount. Such PCs shall be from the same resource type with a comparable expiration date as the PCs that should have been delivered to Buyer under this Agreement.
- 3.8 Supply Degradation. Beginning with the second Contract Year, and each Contract Year thereafter, each Supply Amount, the Delivery Point Maximum Amount and the Yearly PC Amount shall be reduced by four-tenths of a percent (0.4%). No later than January 1 of each Contract Year Buyer shall deliver to Supplier revised Exhibits 13 and 18 which shall reflect such reductions, and effective as of January 1 of each Contract Year this Agreement shall automatically be amended to substitute such revised Exhibits 13 and 18 for the then existing Exhibits 13 and 18.

#### **4. PRICE OF PRODUCT**

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

4.1.1 Prior to the Commercial Operation Date.

- 4.1.1.1 On and after the Operation Date and prior to the Commercial Operation Date, all Product associated with Delivered Amounts of Net Energy from the Generating Facility, other than (a) Excess Energy (which shall not be compensable) and (b) Provisional Energy ("Test Energy"), shall be paid for by Buyer at the lesser of: (i) fifty percent (50%) of the applicable Product Rate; or (ii) the COB for each Delivery Hour of Test Energy ("Test Product Rate").
- 4.1.1.2 Notwithstanding the above, 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 applicable Product Rate ("Provisional Rate") for such Provisional Energy.
- 4.1.1.3 Provisional Energy shall be distinguished from Test Energy in so far as Provisional Energy is for a determined amount of energy provided as the Generating Facility is capable of consistently generating such amounts of energy, whereas Test Energy is energy generated after the Operation Date and prior to Commercial Operation that is needed to commission the Generating Facility. Supplier shall provide notice when Provisional Energy is available and Buyer and Supplier shall mutually agree to the date and time when Provisional Energy shall be supplied in accordance with Section 3.4.4. Five (5)

Business Days prior to the start of each month Supplier shall provide notice to Buyer with an estimate of the forecasted amounts of Test Energy and Provisional Energy for that month with correlated meter data for actual amounts of Test Energy and Provisional Energy amounts to be provided with invoicing. Such determination shall be subject to verification by Buyer in the exercise of its reasonable discretion.

4.1.2 Subsequent to the Commercial Operation Date.

- 4.1.2.1 All Product associated with Delivered Amounts of Net Energy from the Generating Facility, other than Excess Energy, shall be paid for by Buyer at the applicable Product Rate set forth in Exhibit 2A and based on the quantity of Net Energy; provided, however, that such payment constitutes the entirety of the amount due to Supplier from Buyer for the Product associated with Delivered Amounts of Net Energy; provided further that Supplier shall be paid at the Test Product Rate for the month in which the Commercial Operation Date occurs if the Commercial Operation Date occurs on or after the sixteenth (16<sup>th</sup>) day of such month.
- 4.1.2.2 All Product associated with Economic Curtailed Product shall be paid for at the Product Rate.
- 4.1.2.3 All Product associated with Excess Energy shall be paid for at the Test Product Rate.
- 4.1.2.4 All Storage Product shall be paid at the Storage Rate based on the Storage Contract Capacity of the Storage Facility, as such Storage Contract Capacity may be adjusted from time to time in accordance with Section 3.4.7 and Exhibit 25; provided, however, that such payment constitutes the entirety of the amount due to Supplier from Buyer for the Storage Product associated with Discharging Energy.
- 4.1.3 No payment shall be owing to Supplier for any Product associated with Energy that is for any reason not Net Energy except as otherwise provided in Section 4.1.2.3.
- 4.1.4 Notwithstanding any provision to the contrary contained in this Agreement, (a) Buyer shall not be required to accept from Supplier and no payment shall be owing to Supplier for any Product associated with Delivered Amounts of Net Energy (excluding Charging Energy) delivered to and accepted by Buyer at the Delivery Point during any Delivery Hour in excess of the Delivery Point Maximum Amount, and (b) Buyer shall not be required to accept from Supplier and no payment shall be owing to Supplier for any Product associated with Charging Energy delivered to and accepted by Buyer at the Storage Facility Metering Points during any Delivery Hour in excess of the Storage Facility Metering Points Maximum Amount.

- 4.2 Excused Product. Buyer shall not pay for Product comprising Excused Product except as otherwise provided in Section 4.1.2.3.
- 4.3 Tax Credits. The Parties agree that neither the Product Rate, the Storage Rate nor the Test Product Rate are subject to adjustment or amendment if Supplier fails to receive any Tax Credits, or if any Tax Credits expire, are repealed or otherwise cease to apply to Supplier or the Facility in whole or in part, or Supplier or its investors are unable to benefit from any Tax Credits. Supplier shall bear all risks, financial and otherwise, throughout the Term, associated with Supplier's or the Facility's eligibility to receive Tax Credits or to qualify for accelerated depreciation for Supplier's accounting, reporting or Tax purposes. The obligations of the Parties hereunder, including those obligations set forth herein regarding the purchase and price for and Supplier's obligation to deliver Net Energy and Discharging Energy and Product, shall be effective regardless of whether the sale of Energy or Net Energy from the Facility is eligible for, or receives Tax Credits during the Term.

## **5. PORTFOLIO ENERGY CREDITS/RENEWABLE ENERGY BENEFITS**

### **5.1 Delivery of Renewable Energy Benefits and Portfolio Energy Credits.**

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

connection with the Facility. All representations and warranties made by Supplier with respect to Renewable Energy Benefits are freely transferrable by Buyer to any purchaser or transferee of such Renewable Energy Benefits or part thereof.

- 5.1.2 On or before January 31 of each year following the Operation Date, Supplier, as owner or operator of the Renewable Energy System, shall deliver to Buyer a written attestation for the prior year that no part of the Renewable Energy Benefits: have been or will be (a) used for or by any Person to obtain renewable energy credit in any state or jurisdiction, except for Buyer pursuant to this Agreement; (b) sold or otherwise exchanged for compensation or used for credit in any other state or jurisdiction; and (c) included within a blended energy product certified to include a fixed percentage of renewable energy in any other state or jurisdiction, pursuant to Chapter 704 of the NAC. No Person other than Buyer (or its designee) will be entitled to claim Portfolio Energy Credits, Renewable Energy Benefits (or equivalents in any jurisdiction) in connection with the Facility.
- 5.2 Injunction. If any Person other than Buyer (or its designee) attempts to claim such Renewable Energy Benefits or part thereof, the Parties agree that remedies at Law may be inadequate to protect Buyer in the event of a breach of this Section 5.2, and Supplier hereby in advance agrees: (a) that Buyer shall be entitled to seek without proof of actual damages or the necessity of posting any bond or other security, temporary, preliminary and permanent injunctive relief from any Governmental Authority of competent jurisdiction restraining Supplier from committing or continuing any breach of this Section 5.2; and (b) that Supplier will promptly undertake all necessary actions to prevent such other Person from claiming such Renewable Energy Benefits (including joining with or otherwise assisting Buyer in seeking the relief described in clause (a)).
- 5.3 Transfers. Buyer shall be entitled to PC Replacement Costs for Renewable Energy Benefits associated with any Energy for which WREGIS Certificates, PCs or any part of the Renewable Energy Benefits that are not delivered to Buyer. Supplier shall promptly give Buyer copies of all documentation it submits to WREGIS or PUCN or otherwise with respect to Renewable Energy Benefits. Further, in the event of the promulgation of a scheme involving any part of the Renewable Energy Benefits administered by CAMD, upon notification by CAMD that any transfers contemplated by this Agreement will not be recorded, the Parties shall promptly cooperate in taking all reasonable actions necessary so that such transfers can be recorded. Supplier shall not report under Section 1605(b) of the Energy Policy Act of 1992 or under any applicable program that any of the Renewable Energy Benefits belong to any person other than Buyer. Without limiting the generality of Buyer's ownership of the Renewable Energy Benefit Reporting Rights, Buyer may report under such program that all Renewable Energy Benefits purchased hereunder belong to it. Each Party shall promptly give the other Party copies of all documents it submits to the CAMD to effectuate any transfers.

## **6. RIGHT OF FIRST OFFER; EARLY PURCHASE OPTION; END OF TERM PURCHASE OPTION**

### **6.1 Right of First Offer ("ROFO").**

- 6.1.1 Except in accordance with this Section 6.1.1, Supplier: (a) shall not sell, transfer or offer or negotiate to sell or transfer, the Facility; and (b) shall cause its immediately upstream owner(s) (together with Supplier, each a "ROFO Seller") not to sell, transfer or offer or negotiate to sell or transfer, any ownership interest in Supplier (the Facility and ownership interests in Supplier, each the "Offered Interests") other than to an Affiliate in accordance with the provisions of Section 23.2 (each a "Restricted Transaction"). 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 ninety (90) 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 ninety (90)-day period, the "ROFO Period").
- 6.1.2 In the event that Buyer does not elect to negotiate with ROFO Seller for the purchase of the Offered Interests pursuant to Section 6.1.1, ROFO Seller shall be free to sell, transfer or offer or negotiate to sell or transfer the Offered Interests in ROFO Seller's sole discretion, within one hundred eighty (180) days following ROFO Seller's receipt of the Buyer ROFO Notice. In the event that Buyer elects to negotiate with ROFO Seller for the purchase of the Offered Interests pursuant to Section 6.1.1, and 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, 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 economic terms (such as purchase price, payment terms and overall revenue streams associated with such transaction) or other material terms less favorable to ROFO Seller than such economic terms, if any, as were negotiated by Buyer and ROFO Seller. As used in this Section 6.1.2, "other material terms" means any terms identified by the Parties acting in good faith within five (5) Business Days following expiration of

the ROFO Period that the Parties have not agreed to during their negotiation.

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

## 6.2 Early Purchase Option.

- 6.2.1 Supplier hereby grants to Buyer options to purchase the Facility ("Early Purchase Option") on a date chosen by Buyer during the six (6) months after the Facility's 6<sup>th</sup>, 10<sup>th</sup>, 15<sup>th</sup> and 20<sup>th</sup> anniversaries of the Commercial Operation Date at the greater of (i) Fair Market Value and (ii) the applicable buyout price set forth in Exhibit 27, which option may be exercised by Buyer providing written notice to Supplier no less than one hundred and eighty (180) days before the applicable anniversary ("Preliminary Interest Notice").

- 6.2.2 Determination of Fair Market Value of the Facility. Promptly following delivery of the Preliminary Interest Notice, Buyer and Supplier shall mutually agree to the Fair Market Value of the Facility. If Buyer and Supplier cannot mutually agree to a Fair Market Value of the Facility within one (1) month of delivery of the Preliminary Interest Notice, then Buyer and Supplier shall each select and retain, at their own cost and expense, a nationally recognized independent appraiser with experience and expertise in appraising solar generation facilities to determine separately the value of the Facility. Subject to the appraisers' execution and delivery to Supplier of a suitable confidentiality agreement in a form reasonably acceptable to Supplier, Supplier shall provide both appraisers access to the Facility and its books and records during business hours and upon prior written notice. The appraisers shall act reasonably and in good faith to determine the Fair Market Value of the Facility and the Parties shall use their best efforts to cause the appraisers to complete such determination no later than two (2) months following delivery of the Preliminary Interest Notice. If for any reason (other than failure by Supplier to provide access hereunder to Buyer's appraiser), one of the appraisals is not completed within three (3) months following delivery of the Preliminary Interest Notice, the results of the other completed appraisal shall be deemed the Fair Market Value of the Facility. Buyer and Supplier may provide to both appraisers a list of factors which they suggest be taken into consideration when the appraisers generate their appraisals, consistent with industry standards prevailing at such time for appraising solar generation facilities. Any information provided to an appraiser by the Supplier or Buyer shall be provided to the other appraiser and the other Party at the same time, it being the intent of the Parties that the appraisers have access to the same information. Buyer and Supplier shall deliver the results of their respective appraisal to the



other Party when completed. If so requested by either Buyer or Supplier, the appraisals shall be exchanged simultaneously. After both appraisals are completed and exchanged, the Parties and their appraisers shall promptly confer and attempt to agree upon the Fair Market Value of the Facility.

- 6.2.3 Disagreement as to Fair Market Value. If, within one (1) month after completion of both appraisals, Buyer and Supplier cannot agree on the Fair Market Value of the Facility, the Fair Market Value of the Facility shall be the simple average of the two appraisals.
- 6.2.4 Exercise of Final Purchase Option. Within ninety days (90) days following the determination of the Fair Market Value of the Facility pursuant to Section 6.2.2 (and as applicable, Section 6.2.3), Buyer shall notify Supplier if the Buyer elects to exercise the Final Purchase Option.
- 6.3 Purchase Option at the End of Term. Supplier hereby grants to Buyer the option to purchase the Facility at the end of the Term at the Fair Market Value (the “Final Purchase Option”), which option may be exercised by Buyer providing written notice to Supplier no less than one hundred and eighty (180) days prior to the end of the Term of Buyer’s election to exercise such option.
- 6.4 Efforts Required to Transfer Facility and Offered Interests. If Buyer exercises the Early Purchase Option, the Final Purchase Option or otherwise agrees to purchase the Facility pursuant to Section 6.1, then such purchase shall occur pursuant to a form of purchase and sale agreement prepared by Buyer which shall contain customary representations, warranties and covenants and otherwise be in form reasonably acceptable to Buyer. It shall be a condition of any such purchase that Buyer obtains all necessary Governmental Approvals and notwithstanding any language to the contrary in this Agreement Buyer shall be given sufficient time to obtain such approvals in accordance with applicable statutes and regulations. Pursuant to the purchase and sale agreement, Supplier will take all actions necessary to transfer by deed, bill of sale, or both, the Facility to Buyer, as well as all other improvements placed on the Project Site by Supplier that are required for the continued and uninterrupted use, maintenance and operation of the Facility, free and clear from any lien or monetary encumbrance created by or on behalf of Supplier or its Affiliates. In addition, Supplier will assign to Buyer all transferrable Governmental Approvals applicable to the Facility and Required Facility Documents, and all transferrable warranties for the Facility. Supplier shall cooperate with Buyer to assign and enforce any and all warranties that apply to the Facility or any of its component parts, which obligation shall survive the termination of this Agreement.
- 6.5 Due Diligence; Cooperation; Governmental Approvals; Notice of Rights. Supplier will provide in a timely manner, information regarding the Offered Interests which is reasonably requested by Buyer to allow Buyer to perform due diligence for the purchase of the Offered Interests pursuant to this Article 6. Supplier shall further provide commercially reasonable cooperation and assistance to Buyer, without further compensation, throughout Buyer’s efforts to properly account for and obtain

any necessary Governmental Approvals with respect to the purchase of the Offered Interests pursuant to this Article 6. Notwithstanding anything in this Agreement or any definitive transaction documentation, Buyer shall not be obligated to proceed with the purchase of any Offered Interests pursuant to this Article 6 if Buyer does not receive all necessary Governmental Approvals in connection with such transaction. Supplier shall put any Person with which it enters into discussions or negotiations regarding a Restricted Transaction on notice of the rights of Buyer set forth in this Article 6. Buyer shall be permitted to file a notice of the rights contained in this Article 6 with respect to the Project Site.

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

## **7. METERING, INVOICING AND PAYMENTS**

### **7.1 Metering.**

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

7.1.2 WREGIS Metering. Supplier shall cause, at its sole cost and expense, the Facility to implement all necessary generation information communications in WREGIS, and report generation information to WREGIS pursuant to a WREGIS-approved meter that is dedicated to the Facility and only the 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.

- 7.1.3 Location. Meters shall be installed at the location(s) specified in Exhibit 5, or as otherwise may be reasonably determined by Buyer to effectuate this Agreement.
- 7.1.4 Non-Interference. Supplier shall not undertake any action that may interfere with the operation of the Meters. Supplier shall be liable for all costs, expense, and liability associated with any such interference with the Meters. Metering requirements shall apply such that there is no impact on the infrastructure and output associated with the Facility due to the presence of any other contiguous project.
- 7.1.5 Meter Testing. Meters shall be tested at least once every two (2) years by Buyer. Either Party may request a special test of Meters or check meters, but the requesting Party shall bear the cost of such testing unless there is an inaccuracy outside the limits established in American National Standard Institute Code for Electricity Metering (ANSI C12.1, latest version), in which case the Party whose meters were found to be inaccurate shall be responsible for the costs of the special testing. Meters installed pursuant to this Agreement shall be sealed and the seal broken only when the meters are to be adjusted, inspected or tested. Authorized representatives of both Parties shall have the right to be present at all routine or special tests and to inspect any readings, testing, adjustment or calibration of the Meters or check meters. Buyer's Operating Representative shall provide fifteen (15) Business Days prior notice of routine Meter testing to Supplier's Operating Representative. If Supplier has installed check meters in accordance with Section 7.1.1, Supplier shall test and calibrate each such meter at least once every two (2) years. Supplier's Operating Representative shall provide fifteen (15) Business Days prior notice of routine check meter testing to Buyer's Operating Representative. In the event of special Meter testing, the Parties' Operating Representatives shall notify each other with as much advance notice as practicable.
- 7.1.6 Metering Accuracy. If the Meters are registering but their accuracy is outside the limits established in ANSI C12.1, Buyer shall repair and recalibrate or replace the Meters and Buyer shall adjust payments to Supplier for the Delivered Amount for the lesser of the period in which the inaccuracy existed and ninety (90) days. If the period in which the inaccuracy existed cannot be determined, adjusted payments shall be made for a period equal to one-half of the elapsed time since the latest prior test and calibration of the Meters; provided, however, that the adjustment period shall not exceed ninety (90) days. If adjusted payments are required, Buyer shall render a statement describing the adjustments to Supplier within thirty (30) days of the date on which the inaccuracy was rectified. Additional payments to Supplier by Buyer shall be made within thirty (30) days of receipt of Buyer's statement. Any payments due Buyer pursuant to this Section 7.1.6 shall accompany Supplier's next Billing Period statement.

- 7.1.7 Failed Meters. If the Meters fail to register, Buyer shall make payments to Supplier based upon Supplier's check metering; provided, however, that if the accuracy of the check meters is subsequently determined to be outside the limits established in ANSI C12.1, Buyer shall adjust the payments to Supplier for the Delivered Amount calculated using the check meters for the lesser of the period in which the inaccuracy existed and ninety (90) days. If the period in which the inaccuracy existed cannot be determined, adjusted payments shall be made for a period equal to one-half of the elapsed time since the latest prior test and calibration of the check meters; provided, however, that the adjustment period shall not exceed ninety (90) days. If no such metering is available, payments shall be based upon the Parties' best estimate of the Delivered Amount. In such event, such payments made based upon the Parties' estimate of the Delivered Amount shall be in full satisfaction of payments due hereunder. If the Parties cannot agree on a best estimate of the Delivered Amount the Dispute shall be resolved in accordance with Article 21.
- 7.1.8 Weather Meter. Supplier shall, at Supplier's cost and no later than six (6) months prior to the Commercial Operation Date, provide, install, own, operate and maintain a device for the measurement of weather conditions relevant to the generation of Energy at the Project Site (the "Weather Meter"), provided that Supplier shall not select the type of Weather Meter without the prior written consent of Buyer, which shall not be unreasonably withheld. No later than twelve (12) months prior to the Commercial Operation Date, the Parties shall agree on the location of the Weather Meter and any applicable protocols for testing, accuracy, failure or other relevant characteristics of the Weather Meter.

## 7.2 Invoices.

- 7.2.1 Monthly Invoicing and Payment. On or before the 10<sup>th</sup> 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 (20<sup>th</sup>) day following the end of each Billing Period (or the next following Business Day, if such twentieth (20<sup>th</sup>) day does not fall on a Business Day) or ten (10) Business Days from receipt of Invoice.
- 7.2.5 Examination and Correction of Invoices. As soon as practicable either Party shall notify the other Party in writing of any alleged error in an Invoice.
- 7.2.5.1 If a Party notifies the other Party of an alleged error in an Invoice, the Parties agree to use good faith efforts to reconcile the billing and mutually agree on the appropriate correction, if any.
- 7.2.5.2 If a correction is determined to be required, the invoicing Party shall provide an adjusted Invoice to the invoiced Party. If such error results in an additional payment to the invoicing Party, the invoiced Party shall pay such invoicing Party the amount of the adjusted Invoice within thirty (30) days of the date of receipt of the adjusted Invoice. If such error resulted in a refund owed to the invoiced Party, the invoicing Party shall pay the invoiced Party the amount of the adjusted Invoice within thirty (30) days of the date of receipt of the statement or at the invoiced Party's option, the invoiced Party may net such amount against the subsequent monthly payment to the invoicing Party.
- 7.3 Overdue Amounts and Refunds. Overdue amounts and refunds of overpayments shall bear interest from and including, the due date or the date of overpayment, as the case may be, to the date of payment of such overdue amounts or refund at a rate calculated pursuant to 18 C.F.R. § 35.19a.
- 7.4 Access to Books and Records. Supplier agrees to make available for inspection upon five (5) Business Days written notice from Buyer its books and records for the purpose of allowing Buyer to verify the information contained within the invoices presented pursuant to Section 7.2.

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

## **8. FACILITY CONSTRUCTION; OPERATIONS AND MODIFICATIONS**

- 8.1 Construction of Facility. Supplier shall construct or cause the Facility to be constructed in accordance with Good Utility Practices and the Project Milestones and to ensure that: (a) Supplier is capable of meeting its supply and delivery obligations with respect to Product over the Term; (b) the Facility is consistent with the technical specifications set forth in Exhibit 11; (c) the Generating Facility is at all times considered a Renewable Energy System; and (d) the Generating Facility is at all times in compliance with all requirements imposed on Renewable Energy Systems as set forth in the applicable Renewable Energy Law. Supplier shall deliver to Buyer an ALTA Survey of the Project Site within ten (10) days of such survey becoming available to Supplier, but in no event later than the issuance of the Notice to Proceed in accordance with Exhibit 6. Supplier shall provide to Buyer in a form satisfactory to Buyer: (y) not later than the Project Milestone described in Section 2(A) of Exhibit 6, a completed version of Exhibit 14; and (z) within thirty (30) days after the Commercial Operation Date, a revised version of Exhibit 14 reflecting the Facility as built. At Buyer's request, Supplier shall provide Buyer with copies of the Construction Contract and 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 use commercially reasonable efforts to secure in the Construction Contract the ability to disclose the terms of the Construction Contract other than pricing information. Under no circumstances shall the Facility share facilities with another facility, whether an affiliate of Supplier or not. The Facility and its mechanical components, buildings, and infrastructure shall be used solely for the purpose of generating, charging, storing and discharging Energy under this Agreement.
- 8.2 Performance of Project Milestones. Supplier shall complete each Project Milestone specified in Exhibit 6 on or before 16:00 hours PPT on the date specified for each Project Milestone listed in Exhibit 6.

8.2.1 Completion of Project Milestones. Upon Supplier's completion of each Project Milestone, Supplier shall provide to Buyer in writing, pursuant to Section 29.1, documentation as specified in Exhibit 6 and reasonably satisfactory to Buyer demonstrating such Project Milestone completion. Such documentation shall be provided within thirty (30) days of such completion but not later than the date specified for such Project Milestone listed in Exhibit 6. Buyer shall acknowledge receipt of the documentation provided under this Section 8.2.1 and shall provide Supplier with written acceptance or denial of each Project Milestone within fifteen (15) Business Days of receipt of the documentation. If Buyer does not acknowledge receipt or provide written acceptance or denial of any Project Milestone within fifteen (15) Business Days, then such Project Milestone will be deemed to occur on the date that such documentation was provided to Buyer. Failure of Supplier to achieve a Critical Project Milestone on or before the scheduled date (or, in the case of the Commercial Operation Deadline, after expiration of the applicable period for which Daily Delay Damages are owed by Supplier pursuant to Section 8.5.1) will constitute an Event of Default as provided in Article 24. If any Project Milestone (other than a Critical Project Milestone) is not completed on or before the date specified in Exhibit 6, Supplier will (i) inform Buyer of a revised projected date for the occurrence or completion of such Project Milestone (which will be deemed the new deadline for such Project Milestone), and any impact on the timing of the Commercial Operation Date (and on any other Project Milestone) and (ii) provide Buyer with a written report containing Supplier's analysis of the reasons behind the failure to meet the original Project Milestone deadline and whether remedial actions are necessary or appropriate, and describing any remedial actions that Supplier intends to undertake to ensure the timely achievement of the Commercial Operation Date. Provided that Supplier complies with the preceding sentence, no failure of Supplier to achieve a Project Milestone (other than a Critical Project Milestone) on or before the scheduled date will constitute an Event of Default.

8.2.2 Progress Towards Completion. Supplier shall notify Buyer's Contract Representatives promptly (and in any event within ten (10) Business Days) following its becoming aware of information that leads to a reasonable conclusion that a Project Milestone will not be met, and shall convene a meeting with Buyer to discuss the situation not later than fifteen (15) Business Days after becoming aware of this information.

### 8.3 Commercial Operation Date.

8.3.1 Notice of Testing. Supplier shall notify Buyer's Contract Representatives at least ten (10) Business Days prior to the commencement of any performance tests required by the Construction Contract, including any performance tests required by Exhibit 7. 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, Supplier shall provide Buyer with written notice stating when Supplier believes that the Facility has achieved Commercial Operation, including the following written certifications.

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

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

- 8.3.2.2 A certificate addressed to Buyer from a Licensed Professional Engineer confirming: (1) the nameplate capacity rating of the Generating Facility at the anticipated time of Commercial Operation in MW (“Certified Nameplate Capacity Rating”) and (2) that the Facility is able to generate and deliver electric power reliably in amounts expected by this Agreement and in accordance with all other terms and conditions hereof, including the Operating Procedures; and, (3) performance tests required by Exhibit 7 have been successfully completed; and (4) that the Storage Facility is able to charge, store and discharge energy reliably in amounts expected by this Agreement and in accordance with all other terms and conditions hereof, including



the Operating Procedures. The Certified Nameplate Capacity Rating must not be less than 101 MW.

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

8.3.2.4 An opinion from an attorney licensed in the state of Nevada that is not an employee of Supplier (or any Affiliate) and has no financial interest in the Facility addressed to Buyer with respect to such customary matters as Buyer may reasonably request and in form and substance mutually agreed upon by Buyer and Supplier.

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

8.4 Failure to Achieve Commercial Operation.

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

8.4.2 The provisions of this Section 8.4 are in addition to, and not in lieu of, any of Buyer's rights or remedies under this Agreement, including Article 24.

8.5 Delay Damages.

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

8.5.2 In addition to amounts payable pursuant to Section 8.5.1, Supplier shall be liable, in accordance with Section 18.1, for any Penalties incurred or suffered by Buyer as a result of Supplier's failure to achieve Commercial Operation by the Commercial Operation Deadline.

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

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

8.6 Nameplate Damages.

8.6.1 If the Certified Nameplate Capacity Rating is less than the Expected Nameplate Capacity Rating, Supplier shall provide Buyer a onetime payment in an amount equal to (a) subtracting (i) Certified Nameplate Capacity Rating from (ii) the Expected Nameplate Capacity Rating in MW, multiplied by (b) Deficit Damages Rate per MW of difference ("Deficit Damages"). Supplier's total liability for Deficit Damages shall not exceed two million twenty thousand dollars (\$2,020,000). Deficit Damages, if any, shall be paid to Buyer within five (5) business days of Buyer's receipt of the certification required in Section 8.3.2.2. Upon payment of Deficit Damages: (i) Exhibit 1 shall be revised to reflect the Certified Nameplate Capacity Rating; and (ii) the Annual Supply Amount, each Supply Amount, the Delivery Point Maximum Amount, the Storage Facility Metering Points Maximum Amount and the Yearly PC Amount shall each be adjusted by the ratio of the Certified Nameplate Capacity Rating to the Expected

Nameplate Capacity Rating, and Exhibits 13 and 18 shall be revised accordingly.

- 8.6.2 If the Certified Nameplate Capacity Rating is greater than the Expected Nameplate Capacity Rating by greater than two percent (2%), Supplier shall pay Buyer a onetime payment in an amount equal to one half of the Development Security, paid to Buyer within five (5) Business Days of Buyer's receipt of the certification required in Section 8.3.2.2. If Supplier fails to make such payment in a timely manner, Buyer may retain such amount from the Development Security or Operational Security. Supplier shall take all necessary actions, including but not limited to software or hardware solutions, to limit the Certified Nameplate Capacity Rating to the Expected Nameplate Capacity Rating.
- 8.7 Modification. Buyer shall not be permitted to make any modification to the Generating Facility that would increase the Expected Nameplate Capacity Rating, generating capability, or the rate of production and delivery of Net Energy of the Generating Facility or that would increase or decrease the Storage Capacity or the operating parameters of the Storage Facility. Without the prior written consent of Buyer, which may be withheld in Buyer's sole discretion, Supplier shall not make any modification to the Facility that might: (a) expose Buyer to any additional liability or increase its obligations under this Agreement; (b) adversely affect Supplier's or Buyer's ability to perform its obligations under this Agreement or any Law or to any third party; or (c) increase the Expected Nameplate Capacity Rating, generating capability, or the rate of production and delivery of Net Energy of the Generating Facility or increase or decrease the Storage Capacity or the operating parameters of the Storage Facility. Any permitted modifications shall be conducted in accordance with Good Utility Practice and all applicable Laws and reliability criteria, as such may be amended from time to time, and the requirements of Article 11. If Supplier makes a modification to the Facility that is not approved by Buyer, Buyer shall be entitled to receive in addition to any other remedy available to Buyer as liquidated damages the full amount of the Development Security or Operating Security, as applicable. The Parties agree that it would be extremely difficult and impracticable under presently known and anticipated facts and circumstances to ascertain and fix the actual damages Buyer would incur if the Supplier does not meet its obligations hereunder, and, accordingly, the Parties agree that payment by Supplier of Development Security or Operating Security, as applicable, is reasonable as liquidated damages, and is not a penalty.
- 8.8 Operation and Maintenance. Supplier, at all times shall install, operate, maintain and repair the Facility in accordance with Good Utility Practice and applicable Laws and to ensure: (a) Supplier is capable of meeting its supply obligations over the Term; (b) the Generating Facility is at all times a Renewable Energy System; and (c) Supplier is at all times in compliance with all requirements of a renewable energy generator set forth in the Renewable Energy Law. Supplier shall (x) maintain records of all operations of the Facility in accordance with Good Utility Practice, and (y) follow all regulations, directions and procedures of Buyer, Transmission Provider, any Electric System Authority and any other Governmental

Authority to protect and prevent the Transmission System from experiencing any negative impacts resulting from the operation of the Facility. In the event of an inconsistency between any applicable procedures, Buyer may direct which procedures shall govern (or barring direction from Buyer, the more stringent procedure shall govern). Supplier shall use all reasonable efforts to avoid any interference with Buyer's operations. Supplier shall cause the Energy to meet the Power Quality Standards at all times, and shall operate the Facility consistent with WECC, NERC, Buyer, Electric System Authority, Governmental Authority and Transmission Provider requirements. Prior to the beginning of the Term, the Parties shall mutually develop written procedures governing operations of the Storage Facility, not in contravention or amendment of any right or obligation set forth herein, including (a) minimum and maximum operating parameters; (b) procedures for scheduling and dispatch, (c) methods of day-to-day communications, (d) key personnel lists, (e) recordkeeping and (f) such other procedures and protocols as the Parties deem appropriate for implementation of this Agreement (the "Operating Procedures"); provided that failure to agree on such procedures shall not relieve either of the Parties of its obligations under this Agreement. The Operating Procedures are provided in Exhibit 24. Notwithstanding anything else contained in this Section 8.8, Buyer may, unilaterally and after providing Supplier with prior notice, change scheduling and outage procedures and requirements in Exhibit 24 so long as such changes do not conflict with the Operating Characteristics of Storage Facility defined in Exhibit 1.

- 8.9 Operation and Maintenance Agreement. No later than one hundred eighty (180) days prior to the Commercial Operation Date, if Supplier intends to subcontract any aspect of the operation of the Facility, Supplier shall provide a copy of any proposed agreement between Supplier and such sub-operator which requires the sub-operator to operate the Facility in accordance with the terms hereof which shall be attached to this Agreement as Exhibit 15. Supplier shall also provide a certified copy of a certificate warranting that the sub-operator is a corporation, limited liability company or partnership in good standing with the State in which the Facility is located, which shall be attached to this Agreement as part of Exhibit 15. 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 the Facility or this Agreement.
- 8.11 Undertaking of Agreement; Professionals and Experts. Supplier has engaged those professionals or other experts it believes necessary to understand its rights and obligations pursuant to this Agreement. All professionals or experts, including engineers, attorneys or accountants, that Supplier may have consulted or relied on

in undertaking the transactions contemplated by this Agreement have been solely those of Supplier. In entering into this Agreement and the undertaking by Supplier of the obligations set forth herein, Supplier has investigated and determined that it is capable of performing hereunder and has not relied upon the advice, experience or expertise of Buyer in connection with the transactions contemplated by this Agreement.

## **9. EMERGENCY**

- 9.1 Compliance. Supplier shall promptly comply with any applicable requirements of any Electric System Authority, Governmental Authority, Transmission Provider, transmission operator or their successors, regarding the reduced or increased production of the Facility or otherwise in the event of any Emergency.
- 9.2 Notification. Supplier shall provide prompt oral and written notification to Buyer of any Emergency, including a description in reasonable detail of the Emergency and any actions undertaken to prevent, avoid or mitigate Loss therefrom or to expedite the restoration of service.
- 9.3 Due Care. In the event of an Emergency, Supplier shall take all reasonable actions to prevent, avoid or mitigate Loss therefrom or to expedite the restoration of service; provided, however, that Supplier shall give Buyer prior notice, if practicable, before taking any action. This Section 9.3 shall not be construed to supersede Sections 9.1 and 9.2.
- 9.4 Not Excused Product. An Emergency declared by Supplier will not result in any Excused Product except to the extent the Emergency qualifies as an event of Force Majeure.
- 9.5 No Buyer Liability. Notwithstanding any provision to the contrary contained in this Agreement, Buyer shall have no obligation to pay Supplier in respect of any Product Supplier is unable to deliver or Buyer is unable to receive in accordance with the requirements of this Agreement due to an Emergency or Force Majeure.

## **10. CURTAILMENT**

- 10.1 Compliance. Supplier shall obey all orders for curtailment of Energy by the Transmission Provider or any Electric System Authority.
- 10.2 Curtailments. Without limiting Section 10.1, Buyer shall not be obligated to purchase, receive, pay for or pay any damages associated with or impose any liability on Buyer with respect to, compliance or curtailment of Energy by Supplier made in response to any orders for curtailment provided for in Section 10.1, including in respect of Net Energy (or associated Renewable Energy Benefits) not delivered to the Delivery Point for any reason, including due to any of the following: (a) the interconnection between the Facility and the Transmission System is disconnected, suspended or interrupted, in whole or in part; (b) the Transmission Provider, Electric System Authority or Market Operator directs a

general curtailment, reduction or re-dispatch of generation in the area (which would include the Net Energy), for any reason, 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; (c) if Buyer curtails or otherwise reduces the Net Energy in order to meet its obligations to the Transmission Provider, Electric System Authority or Market Operator to operate within system limitations; (d) the Facility's Energy is not received because the Facility is not fully integrated or synchronized with the Transmission System; or (e) an event of Force Majeure prevents either Party from delivering or receiving Net Energy at the Delivery Point.

10.3 Curtailed Product. The amount of Net Energy curtailed under Sections 10.1 or 10.2 ("Curtailed Product") shall be reasonably determined by Supplier after the curtailment has ended based upon the Net Energy that could have been generated and delivered to Buyer at the Delivery Point consistent with the provisions of this Agreement, but that was not generated and delivered solely as a result of such curtailment. Supplier shall promptly provide Buyer with such information and data as Buyer may request to confirm the amount of the Curtailed Product that was not generated as a result of the curtailment. During any such period of curtailment, Supplier shall not produce Energy (to the extent curtailed by Transmission Provider) or sell Product to any third party. Curtailed Product shall constitute Excused Product for purposes of calculating a Shortfall or PC Shortfall. Under no circumstance shall the provisions of this Section 10.3 apply to a curtailment of the Facility based upon an Emergency with respect to the Facility.

10.4 Economic Curtailment.

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

10.4.2 Supplier shall obey all orders for Economic Curtailment issued by Buyer in accordance with Section 10.4.1. The amount of Net Energy curtailed under this Section 10.4.2 ("Economic Curtailed Product") shall be reasonably determined by Supplier after the Economic Curtailment has ended based upon the Net Energy that would have been generated and delivered to Buyer at the Delivery Point consistent with the provisions of this Agreement, but that was not generated and delivered solely as a result of the Economic Curtailment. Supplier shall promptly provide Buyer with such information and data as Buyer may request to confirm the amount of the Economic Curtailed Product that was not generated as a result of the Economic Curtailment. During any period of Economic Curtailment, Supplier shall not produce Energy (to the extent curtailed by Buyer) or sell Product to any third party. Economic Curtailed Product shall constitute Excused Product for purposes of calculating a Shortfall or PC Shortfall. Under no circumstance shall the provisions of this Section 10.4.2 apply to a

curtailment of the Facility based upon an Emergency with respect to the Facility.

10.4.3 For the avoidance of doubt, in no event shall curtailment of Energy pursuant to Section 10.3 be treated as Economic Curtailed Product.

10.5 Network Resource Designation. Within sixty (60) days after the Effective Date, Buyer will submit an application to Transmission Provider to designate the Facility as a Network Resource. Supplier will provide all information related to the Facility required for such application within thirty (30) days after the Effective Date. Buyer will provide a copy of such application to Supplier.

## 11. PLANNED OUTAGES

11.1 Approvals. Supplier shall request and obtain Buyer's prior written approval, which approval shall not be unreasonably withheld, before conducting any non-forced outage of the Facility or reducing the capability of the Generating Facility to deliver the Supply Amount or the Storage Facility to receive Charging Energy or deliver Discharging Energy (each such reduction or outage, a "Planned Outage") so as to minimize the impact on the availability of the Facility. Supplier shall only schedule Planned Outages during the months of March, April, October and November, unless otherwise approved by Buyer, and as may be otherwise restricted by Law.

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

11.2.1 Within ninety (90) days prior to the Commercial Operation Date and on or before October 1 of each 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. Product not delivered to Buyer during periods of Planned Outages, up to the MW specified, (a) will comprise Excused Product to the extent such Planned Outages are conducted in

accordance with the Planned Outage schedule approved by Buyer in accordance with this Article 11, and (b) will not comprise Excused Product to the extent any outage period or MW exceed that set forth in the Planned Outage schedule approved by Buyer in accordance with this Article 11, or is not approved by Buyer. Supplier shall make reasonable efforts to accommodate any proposed revisions by Buyer to the approved Planned Outage schedule.

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

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

## **12. REPORTS; OPERATIONAL LOG**

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

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

12.3 Notices of Change in Facility. In addition to any consent required pursuant to Section 8.7, Supplier shall provide notice to Buyer as soon as practicable prior to



any temporary or permanent change to the performance, operating characteristics, or major generation components (such as turbines, generators, inverters, solar panels or similar equipment, as applicable) of the Facility. Such notice shall describe any changes, expected or otherwise, to the Expected Nameplate Capacity Rating, generating capability, the rate of production and delivery of Net Energy, Discharging Energy and other Product, interconnection and transmission issues, and any additional information requested by Buyer.

#### 12.4 Project Reports and Project Review Meetings.

12.4.1 Prior to the Commercial Operation Date. Prior to the Commercial Operation Date, Supplier shall provide to Buyer a monthly project report, which shall include the following: status in obtaining Project Milestones, including level one schedule; progress in obtaining any Governmental Approvals in connection with achieving the Commercial Operation Date; and a discussion of any foreseeable disruptions or delays. The monthly project reports will be provided to Buyer no later than ten (10) Business Days after expiration of the previous month. The Parties shall conduct meetings every six (6) months (or more frequently if requested by Buyer) to review this data and any information related to Supplier's completion of or progress toward the Project Milestone activities listed in Exhibit 6. In addition to any other requirements for Commercial Operation under this Agreement, Supplier shall: (a) provide notice to Buyer of its best estimate of the projected Operation Date, Commercial Operation Date and the PUCN Approval Date; (b) notify Buyer as soon as Supplier becomes aware of any changes in such projected dates; and (c) coordinate with Buyer regarding the commencement of operation of the Facility. In addition to the foregoing, Supplier will provide Buyer with such other operational or technical data as Buyer may reasonably request and as may be reasonably necessary to determine Supplier's compliance with its obligations hereunder and its progress toward Commercial Operation.

12.4.2 After Commercial Operation Date. After the Commercial Operation Date, Supplier shall provide to Buyer within thirty (30) days of the end of each quarter throughout the Term, in electronic format, a report which shall include all pertinent information in connection with the Facility, including: (a) all weather data from any collection device measuring data with respect to the Facility (such as a met tower or similar measurement device); (b) any available site condition reports; (c) all reporting information maintained in the operational log and any other SCADA data from the Facility; and (d) any reports pertaining to the Facility resource and such other data and reports as may be reasonably requested by Buyer and which should be maintained by Supplier in accordance with Good Utility Practice for the relevant technology. In addition, Supplier shall provide remote access to Buyer for the Facility's operations and maintenance data for purposes of Buyer integrating such data into Buyer's Monitoring & Diagnostics center.

- 12.4.3 Operations Log. Supplier shall maintain in accordance with Good Utility Practice an operations log, which shall include: (a) all Planned Outages and unplanned outages, alarms, circuit breaker trip operations, partial deratings of equipment, mechanical impairments defects or unavailability with respect to generating equipment; (b) the cause (including any root cause analysis undertaken) and remediation undertaken by Supplier with respect to the events listed in (a); (c) the Delivered Amounts for the Stub Period and each Contract Year; and (d) any other significant event or information related to the operation of the Facility or the delivery of Net Energy or other Product. The operations logs shall be available for inspection by Buyer upon forty-eight (48) hours' notice together with all data maintained by Supplier as support for such logs. Supplier shall be responsible for maintaining sufficient evidentiary support in order to document the information contained in such operation logs.
- 12.5 Financial Information. Within thirty (30) days of Buyer's written request, Supplier shall provide Buyer with copies of Supplier's most recent quarterly and annual unaudited financial statements, which financial statements shall be prepared in accordance with generally accepted accounting principles.
- 12.6 Information to Governmental Authorities. Supplier shall, promptly upon written request from Buyer, provide Buyer with data collected by Supplier related to the construction, operation and maintenance of the Facility reasonably required by Buyer or an Affiliate thereof for reports to, and information requests from, any Governmental Authority, or any intervenor or party in any rate case or regulatory proceeding of Buyer or an Affiliate thereof. In addition, Supplier shall provide to Buyer copies of all submittals to a Governmental Authority directed by Buyer and related to the operation of the Facility with a certificate that the contents of the submittals are true and accurate to the best of Supplier's knowledge after due inquiry. Supplier shall use best efforts to provide this information to Buyer with sufficient advance notice to enable Buyer to review such information and meet any submission deadlines imposed by the requesting Governmental Authority.
- 12.7 Accounting Standards. If Buyer or one of its Affiliates determines that it may hold a variable interest in Supplier under the Accounting Standards Codification ("ASC") 810, Consolidation of Variable Interest Entities, or requirements of Law, but it lacks the information necessary to make a definitive conclusion, Supplier hereby agrees to provide, upon Buyer's written request, sufficient financial and ownership information so that Buyer or its Affiliate may confirm whether a variable interest does exist under ASC 810 or requirements of Law. If Buyer or its Affiliate determines that, it holds such a variable interest in Supplier, Supplier hereby agrees to provide, upon Buyer's written request, sufficient financial and other information to Buyer or its Affiliate so that Buyer may properly consolidate the entity in which it holds the variable interest or present the disclosures required by ASC 810 or applicable Law. Supplier shall have the right to seek confidential treatment of any such information from any Governmental Authority entitled to receive such information. Information provided pursuant to this Section 12.7 is subject to

Buyer's rights to disclose such information pursuant to this Agreement and pursuant to any applicable requirements of Law.

- 12.8 Documents to Governmental Authorities. Supplier shall promptly provide to Buyer a copy of any statement, application, and report or any document with any Governmental Authority relating to operation and maintenance of the Facility.
- 12.9 Environmental Information. Supplier shall, promptly upon written request from Buyer, provide Buyer with all data reasonably requested by Buyer relating to environmental information under any Required Facility Document listed in Exhibit 12 or otherwise in effect with respect to the Facility. Supplier shall further provide Buyer with information relating to environmental impact mitigation measures it is taking in connection with the Facility's construction or operation that are required by any Governmental Authority. As soon as it is known to Supplier, Supplier shall disclose to Buyer, the extent of any actual or alleged violation of any Environmental Laws arising out of the construction or operation of the Facility, or the actual or alleged presence of Environmental Contamination at the Facility or on the Project Site, or occurrence of any enforcement, legal or regulatory action or proceeding relating to the foregoing.

### **13. COMMUNICATIONS**

- 13.1 Supplier's Operating Representative. Supplier's Operating Representative shall be available to address and make decisions on all operational matters under this Agreement on a twenty-four (24) hour per day, seven (7) day per week basis. Supplier shall, at its expense, provide a protocol with Buyer's Operating Representative at Buyer's operations center and with Buyer's scheduling personnel, as listed on Exhibit 4, to maintain communications between personnel at the Facility and Buyer's Operating Representative, Buyer's schedulers and Electric System Authorities at all times.
- 13.2 Communications. In connection with meeting its obligations pursuant to this Article 13, Supplier shall provide at its expense:
- 13.2.1 For the purposes of telemetering, a telecommunications circuit from the Facility to Buyer's operations center, or other readily accessible real-time performance monitoring (e.g., a web-based performance monitoring system);
- 13.2.2 Two (2) dedicated T1 lines for purposes of accessing Buyer's metering equipment and for communications with Buyer's operations center; and
- 13.2.3 Equipment to transmit to and receive facsimiles and email from Buyer and the Balancing Authority Area Operator, including cellular telephones.

### **14. SCHEDULING NOTIFICATION**

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

14.2 Availability Notice Procedures.

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

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

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

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

14.3 Storage Facility Scheduling.

14.3.1 During the Term, Buyer has the exclusive right to schedule or designate the Storage Facility to deliver the Storage Product to Buyer and/or accept Charging Energy, in accordance with the Operating Procedures and the operational requirements specified in Exhibit 1. Subject to Section 3.4.6.2, the operational requirements specified in Exhibit 1 will allow Buyer to schedule the Storage Facility for seven (7) days per week and twenty-four (24) hours per day (including holidays) for all available components of the Storage Product, unless the Storage Facility is, in whole or in part, incapable of operations due to Force Majeure, an Emergency or a Planned Outage. During the Term, Supplier shall operate the Storage Facility to charge or discharge the Storage Facility in accordance with Buyer's instruction pursuant to Section 3.4.6. During the Term, Supplier shall not dispatch and operate the Storage Facility other than pursuant to an instruction by Buyer pursuant to Section 3.4.6.

- 14.3.2 Storage Product will not serve Storage Facility Station Usage. Supplier shall separately meter Station Usage from the Storage Facility with a Meter for Station Usage. Supplier will design, construct and operate the Storage Facility such that (a) no Station Usage is measured and served via a Meter for the Delivered Amount and (b) Storage Product does not serve Station Usage.

## 15. COMPLIANCE

- 15.1 Laws. Each Party shall comply with all relevant Laws in connection with the performance of its obligations under this Agreement. Supplier shall comply with all Laws to ensure that, the Generating Facility is at all times a Renewable Energy System and Supplier is at all times in compliance with all requirements of a renewable energy generator as set forth in the Renewable Energy Law, and shall, at its sole expense, maintain in full force and effect all relevant material Governmental Approvals required for the maintenance of the Facility and the performance of its obligations under this Agreement. Supplier shall be responsible for any costs associated with the Clean Power Plan, including for obtaining, at its sole cost, any allowances that may be required under applicable Law pertaining to the Clean Power Plan, in a quantity or amount sufficient to support Supplier's obligations set forth in 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 Interconnection Agreement. Supplier shall operate the Facility in accordance with the IA and to the extent there is a conflict between this Agreement and the IA, the IA shall prevail.

## 16. APPROVALS

- 16.1 Condition Precedent. Unless Buyer waives its right or otherwise fails to terminate this Agreement pursuant to Sections 16.3 or 16.6, as applicable, then, notwithstanding any provision to the contrary contained in this Agreement, each Party's performance of its respective obligations under Articles 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 of this Agreement is subject to: (a) Buyer obtaining the PUCN Approval described in Section 16.2 before the PUCN Approval Deadline and in form and substance satisfactory to Buyer in its sole discretion; and (b) the Energy Choice Initiative failing to pass a second consecutive vote by a majority of the Nevada voters in the State of Nevada general election scheduled to be held on or about November 6, 2018.

- 16.2 PUCN Approval. Within one hundred twenty (120) 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”) consisting of:
- 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 the Buyer may recover all just and reasonable costs of Product purchased under this Agreement.
- 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 [Reserved].
- 16.5 [Reserved].
- 16.6 Energy Choice Initiative. If the Energy Choice Initiative should pass a second consecutive vote by a majority of the Nevada voters in the State of Nevada general election scheduled to be held on or about November 6, 2018, then within thirty (30) days after the date of the general election 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 Energy Choice Initiative passing a second consecutive vote by a majority of the Nevada voters in the State of Nevada general election scheduled to be held on or about November 6, 2018.
- 16.7 Cooperation. If requested by Buyer, Supplier shall cooperate with Buyer as Buyer may deem necessary in order to obtain any Governmental Approval (including the PUCN Approval and any FERC approval) in connection with this Agreement, including providing affidavits, providing timely responses to data requests of the relevant Governmental Authority, intervening in any relevant dockets, and requesting “commenter” or “intervener” status in any relevant docket. Each Party agrees to notify the other Party of any significant developments in obtaining any Governmental Approval in connection with achieving Commercial Operation of the Facility, including the PUCN Approval. Each Party shall use reasonable efforts to obtain such required Governmental Approvals and shall exercise due diligence and shall act in good faith to cooperate with and assist each other in 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 in the form attached hereto as Exhibit 17; (b) a cash deposit; or (c) a surety bond that is issued by a surety or insurance company that has an A.M. Best Financial Strength Rating (FSR) equal to or better than B+ or an equivalent Standard & Poor's Ratings Services or Moody's Investors Service rating (A- or A3) or that is otherwise acceptable to Buyer substantially in the form attached hereto as Exhibit 16, in any case, in an amount equal to two million five hundred twenty-five thousand dollars (\$2,525,000) (the "Development Security"). The Development Security shall be posted within five (5) Business Days after the Effective Date. Upon the satisfaction of the all conditions precedent set forth in Article 16, the Development Security shall increase to an amount equal to seven million seventy thousand dollars (\$7,070,000). The revised Development Security shall be posted within five (5) Business Days after the satisfaction of all the conditions precedent set forth in Article 16 and be maintained until fifteen (15) Business Days after the Commercial Operation Date. Buyer shall have the right to draw upon the Development Security, at Buyer's sole discretion: (i) as a non-exclusive remedy available to Buyer under Article 24; (ii) in the event Supplier fails to achieve Commercial Operation by the Commercial Operation Deadline and fails to pay Daily Delay Damages as provided in Section 8.5.1; (iii) if Supplier fails to make any payments owing under this Agreement; or (iv) if Supplier fails to reimburse Buyer for costs, including Replacement Costs, PC Replacement Costs and Penalties, that Buyer has incurred or may incur as a result of Supplier's failure to perform its obligations under this Agreement. Unless this Agreement is terminated, any such drawing on the Development Security by Buyer shall give rise to an obligation of Supplier to replenish the Development Security to its required amount within 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 to Buyer, the Development Security shall be released to Supplier upon the earlier of (x) termination of this Agreement in accordance with its terms or (y) on the fifteenth (15<sup>th</sup>) Business Day after the Facility achieves Commercial Operation. With the consent of Buyer, Supplier may apply and maintain the Development Security as a portion of Operating Security required to be provided by Supplier pursuant to Section 17.2. Notwithstanding the foregoing, in the event of a termination of this Agreement pursuant to Article 16, the Development Security shall be released to Supplier within five (5) Business Days after such termination.
- 17.2 Operating Security. As a condition to achieving Commercial Operation, Supplier shall provide to Buyer, as security for the performance of Supplier's obligations hereunder, either: (a) a letter of credit from a Qualified Financial Institution substantially in the form attached hereto as Exhibit 17; (b) a cash deposit; or (c) a surety bond that is issued by a surety or insurance company that has an A.M. Best Financial Strength Rating (FSR) equal to or better than B+ or an equivalent

Standard & Poor's Ratings Services or Moody's Investors Service rating (A- or A3) or that is otherwise acceptable to Buyer substantially in the form attached hereto as Exhibit 16, in each case of (a), (b) or (c), in an amount equal to seven million eight hundred sixty-one thousand four hundred dollars (\$7,861,400); or (d) a Guaranty substantially in the form of Exhibit 20 if the guarantor meets Buyer's minimum credit requirements as determined by Buyer in its sole and absolute discretion (the "Operating Security"). The Operating Security shall be posted no later than five (5) Business Days prior to the Commercial Operation Date. Buyer shall have the right to draw upon the Operating Security, at Buyer's sole discretion: (1) as a non-exclusive remedy available to Buyer in the event this Agreement is terminated under Article 24; (2) in the event Supplier fails to make any payments owing under this Agreement; or (3) if Supplier fails to reimburse Buyer for costs, including Replacement Costs, PC Replacement Costs and Penalties that Buyer has incurred or may incur as a result of Supplier's failure to perform its obligations under this Agreement. Unless this Agreement is terminated, any such drawing on the Operating Security by Buyer shall give rise to an obligation of Supplier to replenish the Operating Security to its original amount within two (2) Business Days. 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 (15<sup>th</sup>) 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 equal amount; (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 (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 Guarantors. Supplier shall promptly notify Buyer regarding downgrade or other material change regarding the creditworthiness or financial condition of any guarantor providing a guaranty pursuant to Sections 17.1 or 17.2. If at any time after the Effective Date, any guarantor providing a guaranty pursuant to Sections 17.1 or 17.2 fails to meet Buyer's minimum credit requirements as determined by Buyer in its sole and absolute discretion, then Buyer shall notify Supplier in writing and Supplier shall cause a letter of credit or cash in the amount of the Development Security or Operating Security, as the case may be, to be delivered to Buyer within five (5) Business Days of such notice. Failure to provide the Development Security or Operating Security pursuant hereto in a timely manner shall constitute an Event of Default pursuant to Article 24.
- 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 the 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 the Buyer's obligation to return any surplus proceeds remaining after such obligations are satisfied in full.
- 17.8 Waiver of Buyer Security. Supplier hereby waives any and all rights it may have, including rights at Law or otherwise, to require Buyer to provide financial

assurances or security (including cash, letters of credit, bonds or other collateral) in respect of its obligations under this Agreement.

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

## **18. INDEMNIFICATION**

- 18.1 Indemnification for Losses. Each Party to this Agreement (the "Indemnifying Party") shall indemnify, defend and hold harmless, on and after state and federal Tax basis, the other Party, its Affiliates, and each of their officers, directors, employees, attorneys, agents and successors and assigns (each an "Indemnified Party") from, for and against any and all Losses arising out of, relating to, or resulting from the Indemnifying Party's breach, or performance or non-performance of its obligations under this Agreement, including the Indemnifying Party's negligence and willful misconduct (including reasonable attorneys' fees and costs); provided, however, that no Party shall be indemnified hereunder for any Loss to the extent resulting from its own gross negligence, fraud or willful misconduct. Supplier shall be solely responsible for (and shall defend and hold Buyer harmless against) any damage that may occur as a direct result of Supplier's acts that affect the Transmission System.

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 performance 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, 3.6, 3.7, 7.5, 8.4, 8.5, 15.1, 17.1, 17.2, 18.1, 19.1, 27.1, 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 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 Section 20.4, neither Party shall be considered in default 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) if such delay or failure is due to an event of Force Majeure.
- 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 Party affected by the event; (c) is not the result of the affected Party’s negligence or failure to act; and (d) could not be overcome by the affected Party’s use of due diligence in the circumstances. 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; civil disturbance; sabotage; strikes, lock-outs, or work stoppages of a regional or national scope; 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 ).
- 20.3 Exclusions. Notwithstanding the foregoing, none of the following shall constitute Force Majeure:
- 20.3.1 Economic hardship of either Party, including lack of money;
  - 20.3.2 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;
  - 20.3.3 A Party’s failure to obtain any Governmental Approval from a Governmental Authority, except to the extent it is caused by an act of God or civil disturbance;
  - 20.3.4 A Party’s failure to meet a Project Milestone, except to the extent it is caused by an event of Force Majeure;

- 20.3.5 The imposition of costs or Taxes on a Party;
  - 20.3.6 Supplier's failure to obtain, or perform under, the IA, or its other contracts and obligations to Transmission Provider unless due to a Force Majeure event;
  - 20.3.7 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;
  - 20.3.8 Any breakdown or malfunction of the Facility's equipment (including any serial equipment defect) that is not caused by an independent event of Force Majeure;
  - 20.3.9 Delay or failure of Supplier to obtain or perform any Required Facility Document unless due to a Force Majeure event;
  - 20.3.10 Any delay, alleged breach of contract, or failure by the Transmission Provider unless due to a Force Majeure event;
  - 20.3.11 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 event of Force Majeure); or
  - 20.3.12 The increased cost of electricity, equipment, steel, labor, or transportation.
- 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:
- 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 assigned 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.

- 23.1 Buyer Assignment. Buyer may, without the consent of Supplier, assign this Agreement or assign or delegate its rights and obligations under this Agreement, in whole or in part, if such assignment or delegation is made to: (a) Sierra Pacific Power Company; (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 whose Credit Rating, as published by either Relevant Rating Agency, is equal or superior to the Minimum Credit Rating as of the time of assignment; (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, as published by either Relevant Rating Agency, is equal or superior to the Minimum Credit Rating as of the time of assignment; or (f) a Person (other than a natural person) as otherwise required by Law. Buyer shall provide Supplier with written notice of any assignment pursuant to this Section 23.1.
- 23.2 Supplier Assignment. Supplier may, without the consent of Buyer (and without relieving itself from liability hereunder), transfer or assign a Controlling Interest in Supplier to any of Supplier's Affiliates or this Agreement to any of Supplier's Affiliates in connection with a transfer of the Facility to such Affiliate or a corporate reorganization between Supplier and its Affiliates so long as the purposes of the ROFO in Article 6 are not frustrated by such a transfer or assignment; provided that Supplier provides Buyer prior notice of any such transfer or assignment and (a) 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 Operational Security, as applicable, is maintained without change due to such transfer or

assignment or is replaced with Development Security or Operational Security, as applicable, in accordance with the requirements of Article 17, and (b) 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 transfer or assignment of this Agreement by Supplier to an Affiliate pursuant to this Section 23.2, together with information supporting the permissible nature of the transfer or 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 transfer or assignment.

- 23.3 Liability After Assignment. A Party's assignment or transfer of rights or obligations pursuant to this Article 23 (other than Section 23.2) of this Agreement shall relieve such Party from any liability and financial responsibility for the performance thereof arising after any such transfer or 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 or transferring Party's obligations hereunder and otherwise agrees to be bound by the terms of this Agreement.
- 23.4 Transfers of Ownership. Subject to the provisions of Article 6, Supplier shall not directly or indirectly sell, transfer, assign or otherwise dispose of its ownership interest in the Facility to any third party absent: (a) a transfer of this Agreement to such third party; (b) Supplier entering into an assignment and assumption agreement, in form and substance satisfactory to Buyer, with such third party pursuant to which such third party assumes all of Supplier's obligations hereunder and otherwise agrees to be bound by the terms of this Agreement; (c) Buyer's prior written approval, not to be unreasonably withheld, of such third party; and (d) such third party being a Qualified Transferee. This Section 23.4 shall not apply or restrict any sale, transfer, assignment or disposal of the Facility in accordance with the provisions of Section 23.2. This Section 23.4 shall also not apply to any transfer that complies with the ROFO provisions of Section 6.1, provided that such transfer is to a Qualified Transferee.
- 23.5 Controlling Interest. Subject to the provisions of Article 6, no Controlling Interest in Supplier may be directly or indirectly sold, transferred or assigned (whether through a single transaction or a series of transactions over time) without Buyer's prior written approval, not to be unreasonably withheld, and then only to a Qualified Transferee. This Section 23.5 shall not apply or restrict any sale, transfer or assignment of a Controlling Interest in Supplier (a) in accordance with the provisions of Section 23.2 or (b) that complies with the ROFO provisions of Section 6.1, provided that such transfer is to a Qualified Transferee.
- 23.6 Assignee Obligations with Respect to Granting a Security Interest. As a condition precedent to granting any Person a security interest in the Facility, Supplier shall (a) satisfy the requirements of Section 23.8 or (b) procure and deliver to Buyer an



agreement, enforceable by Buyer, 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 sell, transfer or otherwise dispose of its interest in the Facility to any Person other than in accordance with the provisions of this Article 23.

- 23.7 Successors and Assigns. This Agreement and all of the provisions hereof are binding upon, and inure to the benefit of, the Parties and their respective permitted successors and permitted assigns.
- 23.8 Collateral Assignment by Supplier. Supplier may, without the consent of Buyer (and without relieving itself from liability hereunder), transfer, pledge, encumber or collaterally assign this Agreement or the account, revenues or proceeds hereof to Supplier's Lender in connection with any financing, including tax equity financing, or other financial arrangements for the Facility. In the event that Supplier intends to transfer, pledge, encumber or collaterally assign this Agreement to Supplier's Lenders, Supplier shall provide 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 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 respect 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, the Generating Facility as a Renewable Energy System;

- 24.1.5 in the case of Supplier, its failure to install, operate, maintain or repair the Facility in accordance in all material respects with Good Utility Practice;
  - 24.1.6 in the case of Supplier, unless excused by an event of Force Majeure, its failure to timely achieve: (a) any of the Critical Project Milestones (excluding Commercial Operation) before the scheduled date set forth in Exhibit 6; and (b) Commercial Operation by the Commercial Operation Deadline as set forth in Exhibit 6, after expiration of the applicable period for which Daily Delay Damages are owed by Supplier pursuant to Section 8.5.1;
  - 24.1.7 in the case of Supplier, its failure to comply with the provisions of Article 17 (including any replenishment requirement);
  - 24.1.8 in the case of Supplier, its failure to comply with the provisions of Article 23;
  - 24.1.9 in the case of Supplier, its failure to comply with the provisions of Article 27;
  - 24.1.10 in the case of Supplier, if Supplier: (a) becomes insolvent, files for or is forced into bankruptcy (and in the case of an involuntary bankruptcy, such proceeding is not dismissed within thirty (30) days); (b) makes an assignment for the benefit of creditors; (c) is unable to pay its debts as they become due; or (d) is subject to a similar action or proceeding (and in the case of an involuntary bankruptcy, such proceeding is not dismissed within thirty (30) days); and
  - 24.1.11 in the case of Supplier, if Supplier: (a) relinquished possession and control of all or substantially all of the Facility, other than pursuant to a transfer permitted under this Agreement; or (b) after commencement of the construction of the Facility, and prior to the Commercial Operation Date, completely ceases construction, testing, and inspection of the Facility for ninety (90) consecutive days, if not attributable to an Event of Default of, or request by Buyer, or an event of Force Majeure; and
  - 24.1.12 in the case of Supplier, if: (a) the Storage Contract Capacity of the Storage Facility determined pursuant to a Storage Capacity Test is less than or equal to ninety percent (90%) for at least two (2) consecutive Contract Years; or (b) the Monthly Storage Availability is less than or equal to seventy-five percent (75%) for at least two (2) consecutive Summer Months or four (4) Summer Months during two (2) consecutive Contract Years.
- 24.2 Duty/Right to Mitigate. Each Party has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of its obligations under this Agreement. For the purpose of this Section 24.2,

commercially reasonable efforts by Supplier shall include maximizing the price for Product received by Supplier from third parties, including entering into an enabling agreement with, or being affiliated with, one or more power marketers of nationally recognized standing to market such Product not purchased or accepted by Buyer during a period Buyer is a Defaulting Party and Supplier is entitled to sell such Product to third parties in accordance with the terms of this Agreement.

- 24.3 Cure Period. Other than for an Event of Default under Sections 24.1.6 or 24.1.10 or 24.1.12 for which there is no 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, 24.1.9, and 24.1.11, had a period of ten (10) Business Days from the date the applicable payment or performance was due; and (b) for purposes of all other Events of Default described in Section 24.1 (other than Sections 24.1.2, 24.1.6, 24.1.7, 24.1.8, 24.1.9, 24.1.10 or 24.1.11 which are addressed above), had 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) Supplier is diligently and continuously proceeding to cure such potential Event of Default.
- 24.4 Remedies. If an Event of Default is not cured by the Defaulting Party during the applicable Cure Period, if any, then the Non-Defaulting Party shall be entitled to all legal and equitable remedies that are not expressly prohibited by the terms of this Agreement, including termination of this Agreement as provided in Section 2.3, payment of damages, and in the case of Buyer, drawing upon the Development Security and the Operating Security.
- 24.5 Termination of Duty to Buy. If this Agreement is terminated because of an Event of Default by Supplier, neither Supplier nor any Affiliate of Supplier, nor any successor to Supplier with respect to the ownership of the Facility or the Project Site, may thereafter require or seek to require Buyer to make any purchases from the Facility or any electric generation facility constructed on the Project Site, under the Public Utility Regulatory Policies Act of 1978 or any other Law, for any periods that would have been within the Term had this Agreement remained in effect. Supplier, on behalf of itself and any other entity on whose behalf it may act, hereby waives its rights to require Buyer so to do.
- 24.5.1 Right of First Offer for Product. If Buyer terminates this Agreement in accordance with Section 2.3.1, then neither Supplier nor Supplier’s Affiliates may sell, or enter into a contract to sell, Net Energy or any Product generated by, associated with or attributable to a generating facility that from time to time may be constructed by Supplier or any Affiliate of Supplier on the Project Site and the Storage Contract Capacity at the

Storage Rate for any such storage facility (“Covered Facility”) installed at the Project Site to a party other than Buyer for a period of three (3) years following the effective date of such termination (“Restricted Period”). Supplier shall provide Buyer with no less than twelve (12) months’ prior written notice of the anticipated commercial operation date for any Covered Facility. Buyer shall notify Supplier within thirty (30) days of receipt of such notice from Supplier as to whether Buyer elects to purchase such Product. If Buyer elects to purchase such Product, then the same shall be sold to Buyer at the Product Rate and/or Storage Rate, as the case may be, in this Agreement and the Parties shall enter into a binding agreement consistent with the foregoing and otherwise on terms and conditions substantially similar with this Agreement, the same being modified only as necessary to address changes which arise due to the passage of time. Neither Supplier nor Supplier’s Affiliates may sell or transfer the Facility, or any part thereof, or land rights or interests in the Project Site (including the interconnection queue position) during the Restricted Period 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 pursuant to a written agreement approved by Buyer. Notwithstanding the above prohibition on a sale of transfer, this prohibition will not prevent the sale to a third party if an independent engineer provides a notarized certification to the fact that a solar facility cannot be developed on the Project Site. Buyer shall be permitted to file a notice of the rights contained in this Section 24.5.1 with respect to the Project Site. Supplier shall indemnify and hold Buyer harmless from all Losses sustained by Buyer as a result of any breach of the covenants contained in this Section 24.5.1.

## 24.6 Step-In Rights.

24.6.1 Step-In Rights following an Event of Default. If (a) Supplier commits an Event of Default pursuant to Section 24.1.6(b), (b) Supplier and Supplier’s Lenders, as applicable, have failed to cure such Event of Default during the applicable Cure Period, and (c) this Agreement has not been terminated by Buyer, then without limiting its other rights and remedies hereunder, Buyer shall have the right to enter the Project Site and take possession of the Facility and to take or cause to be taken all such actions and do or cause to be done all such things as Buyer may consider necessary or desirable to cure the Event of Default, including to complete the Facility and cause Commercial Operation to occur. Following the cure of the Event of Default, Buyer shall: (a) return possession of the Facility to Supplier upon execution by Supplier of an indemnity and release agreement, in form and substance reasonably acceptable to Buyer, pursuant to which Supplier shall indemnify and release Buyer from all claims arising out of Buyer’s exercise of its rights pursuant to this Section 24.6; or (b) failing the execution of such indemnity and release agreement: (i) operate the Facility for all or such portion of the remaining Term as Buyer may elect, in its sole discretion, pursuant to the license granted in Section 24.6.2; and/or (ii) exercise its other rights and remedies under this Agreement, including the right to

terminate this Agreement without the payment of any damages by Buyer. Notwithstanding the foregoing, and for the avoidance of doubt, Buyer acknowledges that Buyer's step-in rights contemplated in this Section 24.6.1 shall not vest unless and until Supplier and Supplier's Lenders, as applicable, have failed to cure such Event of Default during the applicable Cure Period.

- 24.6.2 License to Operate Facility. Supplier hereby irrevocably grants to Buyer the right, license and authority to enter the Project Site, to construct, operate and maintain the Facility for the Term following any Event of Default by Supplier. During any period in which Buyer constructs, operates or maintains the Facility pursuant to the license granted in this Section 24.6.2, Supplier shall, upon request from Buyer, reimburse Buyer for all reasonable costs and expenses incurred by Buyer to construct, operate and maintain the Facility.
- 24.6.3 Records and Access. Supplier shall collect and have available at a convenient, central location at the Project Site all documents, contracts, books, manuals, reports, and records required to construct, operate and maintain the Facility in accordance with Good Utility Practice. Upon Buyer's notice of intent to exercise its rights under this Section 24.6, Buyer, its employees, contractors, or designated third parties shall have the right to enter the Project Site and the Facility for the purpose of constructing, operating or maintaining the Facility. Upon the exercise by Buyer of the its rights under this Section 24.6, Supplier shall cause the Facility contractor or operator (and any Person within the control of Supplier) to give Buyer access to and control of the construction, operation and maintenance of the Facility, as applicable, to the extent reasonably necessary to enable Buyer to exercise its rights under this Section 24.6, and shall provide reasonable assistance and cooperation to Buyer to effect safely the transfer of responsibility for construction, operation and maintenance as may be requested by Buyer. Supplier shall execute such documents and take such other action as may be necessary for Buyer to effectuate its rights under this Section 24.6.
- 24.6.4 Return. Buyer may, at any time and in its sole discretion, terminate its exercise of its rights under this Section 24.6 whether or not the applicable Event of Default has been cured. If at any time after exercising its rights under this Agreement, Buyer elects to return possession of the Facility to Supplier, Buyer shall provide Supplier with at least ten (10) days advance notice of the date Buyer intends to return such possession, and upon receipt of such notice Supplier shall take all actions necessary to resume possession of the Facility on such date.
- 24.6.5 No Assumption. Buyer's exercise of its rights under this Section 24.6 shall not be deemed an assumption by Buyer of any liability of Supplier due and owing prior to the exercise of such rights. Buyer shall not assume any liability of Supplier for the period during which Buyer exercises its rights

under this Section 24.6. During any period that Buyer is exercising its rights, Supplier shall retain legal title to and ownership of the Facility and all of its other property and its revenues. When exercising its rights under this Section 24.6, Buyer shall assume possession, operation, and control of the Facility solely as agent for Supplier. In no event shall Buyer's election to exercise its rights under this Section 24.6 be deemed to constitute a transfer of ownership of or title to the Facility, the Project Site or any assets of Supplier.

24.6.6 Costs and Expenses. Supplier shall indemnify and hold harmless Buyer from and against all Losses incurred by Buyer in connection with exercise of its rights under this Section 24.6 other than due to the gross negligence or willful misconduct of Buyer. In connection with its exercise of its rights under this Section 24.6, Buyer shall have the right to recoup and set off all such Losses against amounts otherwise owed by Buyer hereunder. Buyer's exercise of such recoupment and set off rights shall not limit the other rights and remedies available to Buyer hereunder or otherwise.

## **25. REPRESENTATIONS AND WARRANTIES OF SUPPLIER**

Supplier represents and warrants to Buyer as of the Effective Date as follows, and covenants to Buyer that such representations and warranties will be true and correct for so long as this Agreement is in force and effect:

- 25.1 Organization. Supplier is a limited liability company duly organized, validly existing and in good standing under the Laws of the State of Delaware and has all requisite entity power and authority to own or lease and operate its properties and to carry on its business as is now being conducted. Supplier is duly qualified or licensed to do business and is in good standing in the State of Nevada and in each other jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification necessary, except where the failure to be so duly qualified or licensed and in good standing would not reasonably be expected to have a Material Adverse Effect on Supplier.
- 25.2 Authority. Supplier has full authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated herein and has taken all corporate actions necessary to authorize the execution, delivery and performance of its obligations under this Agreement. No other proceedings or approvals on the part of Supplier are necessary to authorize this Agreement. This Agreement constitutes a legal, valid and binding obligation of Supplier enforceable in accordance with its terms except as the enforcement thereof may be limited by (a) applicable bankruptcy, insolvency or similar Laws affecting the enforcement of creditors' rights generally and (b) general principles of equity, whether considered in a proceeding in equity or at law.
- 25.3 Governmental Approvals; No Violation. Other than obtaining the Supplier's Required Regulatory Approvals as set out in Exhibit 10, the execution, delivery and performance of this Agreement by Supplier shall not: (a) conflict with or result in

any breach of any provision of the articles of organization (and/or other governing documents) of Supplier; (b) require any Governmental Approval, except where the failure to obtain such Governmental Approval would not reasonably be expected to have a Material Adverse Effect on Supplier; or (c) result in a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, agreement, lease or other instrument or obligation to which Supplier or any of its subsidiaries is a party or by which any of their respective assets may be bound, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained.

- 25.4 Regulation as a Utility. Except for its anticipated future status as a “public utility” as defined in the Federal Power Act, and as set forth in Exhibit 10, Supplier is not subject to regulation as a public utility or public service company (or similar designation) by any Governmental Authority.
- 25.5 Availability of Funds. Supplier has, or will have, and shall maintain sufficient funds available to it to perform all of its obligations under this Agreement and to consummate the transactions contemplated pursuant hereto.
- 25.6 Interconnection Process; Transmission. Supplier has initiated with the Transmission Provider the process of obtaining the rights to interconnect the Facility to the Transmission System in order to provide for the delivery of Net Energy and Discharging Energy to and at the Delivery Point.
- 25.7 Interconnection Cost Due Diligence. Supplier has conducted due diligence regarding the costs of all facilities and equipment necessary to interconnect the Facility to and at the Delivery Point and all such costs are covered by payments for Product provided for in this Agreement.
- 25.8 Required Facility Documents. All Required Facility Documents are listed on Exhibit 12. Pursuant to the Required Facility Documents, Supplier holds as of the Effective Date, or will hold by the Commercial Operation Date (or such other later date as may be specified under requirements of Law), and will maintain for the Term all Required Facility Documents (including all material authorizations, rights and entitlements) necessary to construct, own, operate and maintain the Facility and to perform its obligations under this Agreement, including the sale and delivery of Product to Buyer in accordance with this Agreement. The anticipated use of the Facility complies with all applicable restrictive covenants affecting the Facility or the Project Site.
- 25.9 Governmental Approvals. Supplier has applied or will apply for or has received the Governmental Approvals listed in Exhibits 10 and 12, and no other Governmental Approvals are required by Supplier to construct, own, operate and maintain the Facility or perform its obligations under this Agreement. Following the Commercial Operation Date, Supplier shall notify Buyer of any additional material Governmental Approvals that are required for the ownership, operation and maintenance of the Facility or the performance by Supplier of its obligations under

this Agreement, in each case, promptly after Supplier makes any such determination.

- 25.10 Related Agreements. Supplier has entered into or will enter into all material agreements as listed in Exhibit 12 necessary for the construction, ownership, operation and maintenance of the Facility and the performance of its obligations under this Agreement.
- 25.11 Certification. The Generating Facility qualifies as a Renewable Energy System and Supplier has been and is in compliance with all requirements set forth in the Renewable Energy Law.
- 25.12 Title. Supplier will own all Product attributable to the Facility and has the right to sell such Product to Buyer. Supplier will convey good title to the Product to Buyer free and clear of any liens or other encumbrances or title defects, including any which would affect Buyer's ownership of any portion of such Product or prevent the subsequent transfer of any portion of such Product by Buyer to a third party.
- 25.13 Project Execution Plan. Supplier will execute the development and construction of the Facility in accordance with the project execution plan submitted by Supplier to Buyer pursuant to the request for proposals dated January 5, 2018. To the extent the Facility uses equipment listed on Exhibit 23, Supplier shall construct the Facility using only such equipment manufactured by the vendors, subcontractors and equipment suppliers listed on Exhibit 23.
- 25.14 Work Site Agreement. Supplier shall enter into a work site agreement, memorandum of understanding, or similar document in the form attached hereto as Exhibit 21.
- 25.15 Continuing Nature of Representations and Warranties; Notice. The representations and warranties set forth in this Article 25 are made as of the Effective Date and shall be deemed repeated as of the Commercial Operation Date. 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 25.15 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 of the Effective Date as follows and covenants to Supplier that such representations and warranties will be true and correct for so long as this Agreement is in force and effect:



- 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 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. 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. The notice required pursuant to this Section 26.4 shall be given as soon as practicable after Buyer obtains actual knowledge of any such fact, circumstance, event or information.

## **27. INSURANCE**

- 27.1 General Requirements. From and after the Effective Date, Supplier shall maintain at all times, at its own expense, general/commercial liability, worker's compensation, and other forms of insurance relating to its property, operations and facilities in the manner and amounts set forth in this Article 27. Supplier shall maintain coverage on all policies written on a "claims made" or "occurrence" basis. If any policy is maintained on a "claims made" form and is converted to an "occurrence form," the new policy shall be endorsed to provide coverage back to a retroactive date acceptable to Buyer.
- 27.2 Qualified Insurers. Every contract of insurance providing the coverage required herein shall be with an insurer or eligible surplus lines insurer qualified to do business in the State of Nevada and with the equivalent, on a continuous basis, of an "A.M. Best Company Rating" of "A" or better and shall include provisions or endorsements:
- 27.2.1 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 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 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 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 within thirty (30) days of each anniversary thereafter during the Term, and upon any change in coverage or at the request of Buyer (not to exceed once each year), Supplier shall provide to Buyer properly executed and current certificates of insurance with respect to all insurance policies required to be maintained by Supplier under this Agreement. Certificates of insurance shall provide the following information:

- 27.3.1 The name of insurance company, policy number and expiration date;
  - 27.3.2 The coverage required and the limits on each, including the amount of deductibles or self-insured retentions, which shall be for the account of Supplier; and
  - 27.3.3 A statement indicating that Buyer shall receive at least thirty (30) days prior notice of cancellation or non-renewal of a policy 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 (\$1,000,000.00) per each bodily injury by accident; (b) one million dollars (\$1,000,000.00) per each employee bodily injury by occupational disease; and (c) one million dollars (\$1,000,000.00) in the annual aggregate per each bodily injury by occupational disease.
  - 27.6.2 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 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 Supplier shall not issue any such public announcement, statement or other disclosure without having first received the written consent of Buyer, except as may be required by Law. Notwithstanding the foregoing, Supplier acknowledges and agrees that Buyer may advertise, issue brochures or make other announcements, publications or releases regarding this Agreement and the Facility for educational, promotional or informational purposes and Supplier may disclose this Agreement and information regarding the Facility to its members, officers, directors, employees, attorneys, agents and representatives in connection with the execution, delivery and performance of its obligations under this Agreement. Supplier shall reasonably cooperate with Buyer regarding such activities, including providing Buyer with reasonable access to the Facility and authorizing the use of pictures of the Facility for such activities. It shall not be deemed a violation of this Section 28.2 to file this Agreement with the PUCN or FERC or any other Governmental Authority in connection with Buyer's Required Regulatory Approvals, Supplier's Required Regulatory Approvals or otherwise.

## **29. MISCELLANEOUS**

- 29.1 Notices.
- 29.1.1 All notices, requests, demands, submittals, waivers and other communications required or permitted to be given under this Agreement (each, a "Notice") shall, unless expressly specified otherwise, be in writing and shall be addressed, except as otherwise stated herein, to the Parties' Contract Representatives as set forth in Exhibit 4, as the same may be modified from time to time by Notice from the respective Party to the other Party.
- 29.1.2 All Notices required by this Agreement shall be sent by regular first class U.S. mail, registered or certified U.S. mail (postage paid return receipt requested), overnight courier delivery, or electronic mail. Such Notices will be effective upon receipt by the addressee, except that Notices transmitted by electronic mail shall be deemed to have been validly and effectively

given on the day (if a Business Day and, if not, on the next following Business Day) on which it is transmitted if transmitted before 16:00 PPT, and if transmitted after that time, on the following Business Day. If any Notice sent by regular first class U.S. mail, registered or certified U.S. mail postage paid return receipt requested, or overnight courier delivery is tendered to an addressee and the delivery thereof is refused by such addressee, then such Notice shall be deemed validly and effectively given upon such tender. All oral notifications required under this Agreement shall be made to the receiving Party's Contract Representative or Operating Representative (as applicable) and shall promptly be followed by Notice as provided in this Section 29.1.

29.1.3 Notices of Force Majeure or an Event of Default pursuant to Article 20 or Article 24, respectively, and Notices of a change to Exhibit 4 shall be sent either by registered or certified U.S. mail (postage paid return receipt requested), overnight courier delivery or electronic mail. If any such Notice is sent via electronic mail, then a copy of such Notice shall also be sent either by registered or certified U.S. mail (postage paid return receipt requested), or overnight courier delivery. Such Notices will be effective as provided in Section 29.1.2.

29.1.4 Any payments required to be made to a Party under this Agreement shall be made pursuant to the payment instructions in Exhibit 4, as such payment instructions may be amended by such Party from time to time by Notice to the other Party.

29.2 Merger. This Agreement contains the entire agreement and understanding between the Parties with respect to all of the subject matter contained herein, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject matter contained herein whether written or oral.

29.3 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.

29.4 Rules of Construction; Interpretation. Unless otherwise required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) references to "Articles," "Sections," "Schedules," or "Exhibits" are to articles, sections, schedules, or exhibits hereof; (c) all references to a particular Person include a reference to such Person's permitted successors and assigns; (d) "herein," "hereof" and "hereunder" refer to this Agreement as a whole; (e) all accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles, consistently applied; (f) the masculine includes the feminine and neuter and vice versa; (g) "including" (and the correlative terms "include", "includes" and "included") means "including, without limitation" or "including, but not limited to"; (h) all references to a particular Law means that Law as amended, supplemented or otherwise modified from time to time; (i) all references to energy or capacity are to be interpreted as utilizing alternating current, unless expressly stated otherwise; and (j) the word "or" is not necessarily exclusive.

Reference to “days”, “months”, “quarters” and “years” shall be to calendar days, months, quarters and years, unless expressly stated otherwise herein. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement. Any reference to any Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

- 29.5 Headings and Titles. The headings and section titles in this Agreement are for convenience of the Parties only and shall not be used to construe this Agreement.
- 29.6 Discontinued or Modified Index. If any index publisher discontinues publishing or substantially modifies any index utilized herein, then the index used herein will be modified to the most appropriate available index, with appropriate adjustments to take into account any changes in the location of measurement.
- 29.7 Severability. If any term, provision or condition of this Agreement is held to be invalid, void or unenforceable by a Governmental Authority and such holding is subject to no further appeal or judicial review, then such invalid, void, or unenforceable term, provision or condition shall be deemed severed from this Agreement and all remaining terms, provisions and conditions of this Agreement shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void or unenforceable terms, provisions or conditions with valid and enforceable provisions which achieve the purpose intended by the Parties to the greatest extent permitted by Law.
- 29.8 Waivers; Remedies Cumulative. No failure or delay on the part of a Party in exercising any of its rights under this Agreement or in insisting upon strict performance of provisions of this Agreement, no partial exercise by either Party of any of its rights under this Agreement, and no course of dealing, usage of trade or course of performance between the Parties shall constitute a waiver of the rights of either Party under this Agreement. Any waiver shall be effective only by a written instrument signed by the Party granting such waiver, and such shall not operate as a waiver of, or estoppel with respect to, any subsequent failure to comply therewith. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by Law or in equity.
- 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. 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 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 it will not assert as a defense to Buyer’s action for specific performance of, or injunctive relief relating to, Buyer’s obligations hereunder that the amounts payable or paid by Supplier in respect of liquidated damages constitute an adequate remedy for the breach of such obligation, and Supplier hereby conclusively waives such defense. Supplier shall at all times during the Term, own, lease, control, hold in its own name or be signatory to (as the case may be) all assets relating to the Facility to the extent necessary to prevent a material adverse effect on Buyer’s right to specific performance or injunctive relief.

**[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:**

**SIERRA PACIFIC POWER COMPANY**

By: 

Name: Douglas A. Cannon  
Title: President

**SUPPLIER:**

**BATTLE MOUNTAIN SP, LLC**

By: 

Name: Brian Matthey  
Title: Authorized Person



## **EXHIBIT 1**

### **DESCRIPTION OF FACILITY**

1. Name of Generating Facility: Battle Mountain SP, LLC

(a) Location: State of Nevada, County of Humboldt, Township 33 North, Range 44 East, M.D.B.&M., Section 19 and 29

(b) Delivery Point: 120 kV Battle Mountain – Valmy #120 line

2. Supplier: Battle Mountain SP, LLC

3. Parent: Cypress Creek Renewables, LLC

4. Operator: Cypress Creek Renewables O&M, LLC

5. Equipment:

(a) Type of Generating Facility: Solar Photovoltaic Power Plant

(b) Installed Nameplate Capacity:

(i) Total capacity: 101 MVA

(ii) Expected Nameplate Capacity Rating: 101 MW AC @ +/- 0.95, subject to the provisions of Section 3.4.5

(iii) Total gross output capacity: 114 MW

(iv) Total capacity net of Station Usage: 101 MW

(c) Additional Technology Specific Information, if any:

6. Operating Characteristics of Generating Facility:

(a) VAR, leading: 33.2

(b) VAR, lagging (-): 33.2

(c) Controlled Ramp Rate (MW/minute): N/A

(d) Minimum Operating Capacity (MW): 0

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

7. Type of Storage Facility:

(a) Each central PV inverter will have a DC-Coupled Li-Ion Battery Energy Storage System (BESS). The BESS will receive Charging Energy from the DC production of the PV panels associated with that central PV inverter. The BESS will discharge Discharging Energy into a DC bus which will feed into the central PV inverter. The central PV inverter will convert the DC Discharging Energy into AC energy in the same manner as if the energy were produced directly from the PV panels.

(b) The BESS coupled with each of the central PV inverters will be operated via a common monitoring & control system and will comprise the Storage Facility

(c) Total Storage Facility Capacity: 25MW

(d) Total Storage Facility Beginning of Life (BOL) Energy: 100MWh

## **EXHIBIT 1**

### **DESCRIPTION OF FACILITY**

#### **8. Operating Characteristics of Storage Facility:**

##### **(a) Maximum number of Equivalent Cycles**

a. Per Day: 2

b. Per Year: 300

##### **(b) Equivalent Cycle for a given year based on Li-Ion battery degradation.**

Through the End of Contract Year	Maximum Stored Energy Level (MWh)
1	100
2	98
3	96
4	94
5	92
6	90
7	88
8	86
9	84
10	82

## **EXHIBIT 2A**

### **PRODUCT RATES**

#### **PRODUCT RATE**

The Product Rate shall be \$26.50 per MWh.

#### **STORAGE RATE**

The Storage Rate during the Stub Period (or, if there is no Stub Period because the Commercial Operation Date is January 1<sup>st</sup>, during the first Contract Year) shall be \$7,755 per MW (the “Initial Storage Rate”).

Thereafter, for the Term of the Agreement, the Storage Rate shall be subject to adjustment in accordance with Exhibit 25 (the Initial Storage Rate, as so adjusted during the Term, the “Storage Rate”).

## **EXHIBIT 2B**

### **FORM OF MONTHLY ENERGY INVOICE**

#### **Supplier Letterhead**

**Facility:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Facility ID:** \_\_\_\_\_ **Billing Period:** \_\_\_\_\_  
**Invoice Number:** \_\_\_\_\_

#### **CURRENT MONTHLY BILLING DATA INPUT**

**Pricing** **\$/MWh**  
Product Rate \_\_\_\_\_  
Provisional Rate \_\_\_\_\_  
Test Energy Rate \_\_\_\_\_

**Monthly Supply Amount (kWh)** **On-Peak**  
Supply Amount \_\_\_\_\_

**Excused Product**  
Planned Outages \_\_\_\_\_  
Force Majeure \_\_\_\_\_  
Emergencies \_\_\_\_\_  
Curtailed Product \_\_\_\_\_  
Economic Curtailed Product \_\_\_\_\_  
**Total Excused Product** \_\_\_\_\_

**Delivered Amount (kWh)** **On-Peak** **Off-Peak**  
Net Energy (excluding Excess Energy) \_\_\_\_\_  
Excess Energy \_\_\_\_\_  
**Total Delivered Amount** \_\_\_\_\_

**Storage Pricing** **\$/MW**  
Storage Rate \_\_\_\_\_

#### **CURRENT MONTHLY INVOICE CALCULATION**

	<b>Net Energy</b>		<b>Rate/kWh</b>		<b>Amount</b>
a. Product <sup>1</sup>	_____	x	_____	=	\$ _____
b. Excess Energy	_____	x	_____	=	\$ _____
c. Provisional Energy	_____	x	_____	=	\$ _____
d. Test Energy	_____	x	_____	=	\$ _____
e. Shortfall/Replacement Cost (from page 2B-2)					\$ _____
f. Storage Rate	_____				
<b>g. Total Product Payment (a+b+c+d-e+f)</b>					\$ _____
h. Adjustments (+/-)					\$ _____
<b>TOTAL AMOUNT DUE (g + h)</b>					\$ _____

**PAYMENT DUE DATE NO LATER THAN:** \_\_\_\_\_

<sup>1</sup> Excluding Provisional Energy and Test Energy

## **EXHIBIT 2B**

### **FORM OF MONTHLY ENERGY INVOICE**

#### **REPLACEMENT COST CALCULATION – For Billing Period: September**

##### **Summer On-Peak**

a. Monthly On-Peak Supply Amounts \_\_\_\_\_ kWh  
b. Excused Product – On-Peak \_\_\_\_\_ kWh  
c. Difference (a – b) \_\_\_\_\_ kWh  
d. 90% of Difference (0.90 \* c) \_\_\_\_\_ kWh  
e. Delivered Amount \_\_\_\_\_ kWh

Shortfall (Y/N)? \_\_\_\_\_

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

##### **Replacement Cost Calculation**

g. Average On-Peak COB \_\_\_\_\_ \$/MWh  
h. Summer On-Peak Product Rate \_\_\_\_\_ \$/MWh  
i. Difference (max g – h or zero) \_\_\_\_\_ \$/MWh

j. 10% of Product Rate (0.1 x i) \_\_\_\_\_ \$/MWh

k. Replacement Cost (max of f \* j or f \* i) \$ \_\_\_\_\_

#### **REPLACEMENT COST CALCULATION – For Billing Period: December**

##### **Non-Summer On-Peak**

l. Monthly On-Peak Supply Amounts \_\_\_\_\_ kWh  
m. Excused Product – On Peak \_\_\_\_\_ kWh  
n. Difference (l – m) \_\_\_\_\_ kWh  
o. 90% of Difference (0.90 \* n) \_\_\_\_\_ kWh

p. Delivered Amount \_\_\_\_\_ kWh

q. Shortfall (Y/N)? \_\_\_\_\_

r. Shortfall Amount (max o – p or zero) \_\_\_\_\_ kWh

##### **Replacement Cost Calculation**

s. Average On-Peak COB \_\_\_\_\_ \$/MWh  
t. Non-Summer On-Peak Product Rate \_\_\_\_\_ \$/MWh  
u. Difference (max s – t or zero) \_\_\_\_\_ \$/MWh

v. Replacement Cost (r \* u) \$ \_\_\_\_\_

**EXHIBIT 2B**

## FORM OF MONTHLY ENERGY INVOICE DETAIL

[illegible]

**EXHIBIT 2C**

**FORM OF PC REPLACEMENT INVOICE**

**Buyer Letterhead**

Facility: \_\_\_\_\_  
Facility ID: \_\_\_\_\_

Date: \_\_\_\_\_  
Contract Year(s): \_\_\_\_\_  
Invoice Number: \_\_\_\_\_  
Payment Due Date: \_\_\_\_\_

**Contract Year Data**

**PCs**

a. Yearly PC Amount

\_\_\_\_\_

b. Delivered PCs

\_\_\_\_\_

PCs associated with Excused Product

\_\_\_\_\_

c. Planned Outage

\_\_\_\_\_

d. Force Majeure

\_\_\_\_\_

e. Emergencies

\_\_\_\_\_

f. Curtailed Product

\_\_\_\_\_

g. Economic Curtailed Product

\_\_\_\_\_

h. Excused Product (c + d + e + f + g)

\_\_\_\_\_

**i. PC Shortfall Amount (a – b – h)**

\_\_\_\_\_

=====

**PC REPLACEMENT CALCULATION**

j. PC Replacement Rate

\$ \_\_\_\_\_

**k. PC REPLACEMENT COSTS (i \* j)**

\$ \_\_\_\_\_

## **EXHIBIT 3A**

### **DESCRIPTION OF PROJECT SITE**

The Project Site referred to herein is situated in the State of Nevada, County of Humboldt, described as follows:

Township 33 North, Range 44 East, M.D.B.&M.  
Section 19: 640 acres  
APN: 07-0471-09

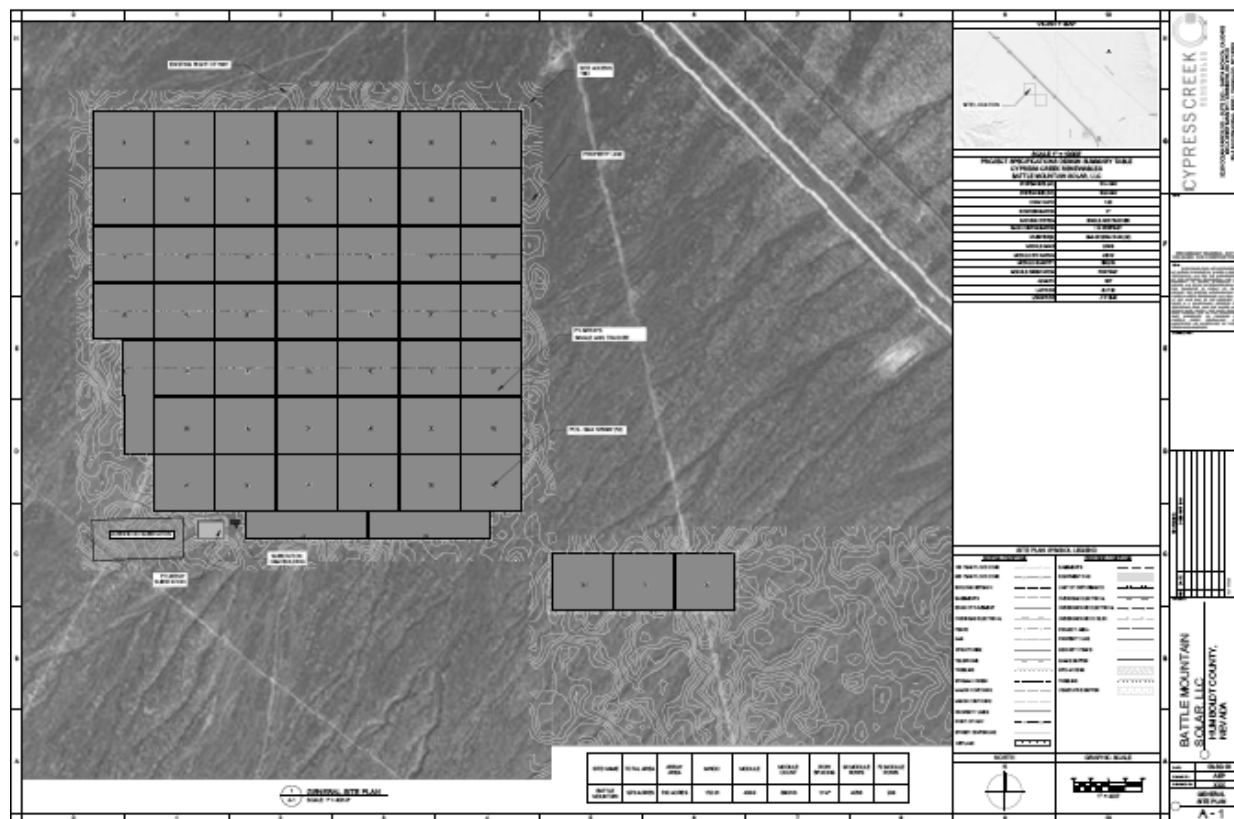
Township 33 North, Range 44 East, M.D.B.&M.,  
Section 29: 640 acres  
APN:07-0471-13

Right-Of-Way Grant / Temporary Use Permit issued by the United States Department of the Interior Bureau of Land Management, Serial Number N-94790  
Township 33 North, Range 44 East, M.D.B.&M.,  
Section 18: 1,000 ft access road  
APN: 07-0471-06

As well as all necessary access rights and easements for all that portion of Section 17 lying South of the Highway I-80  
Township 33 North, Range 44 East, M.D.B.&M.,  
Section 17: 1,000 ft access road  
APN: 07-0471-20.



### MAP DEPICTING PROJECT SITE



3B-1

## **EXHIBIT 4**

### **NOTICES, BILLING AND PAYMENT INSTRUCTIONS**

#### **SUPPLIER:**

##### **Battle Mountain SP, LLC**

<b>Contact</b>	<b>Mailing Address</b>	<b>Phone</b>	<b>E-mail</b>
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##### **CONTRACT REPRESENTATIVE:**

Prior to Commercial Operation Date:

Alexander Drake, Director of Market Development	445 Bush St, Fl 8, San Francisco CA 94110	415-917-7453	<a href="mailto:Alex.drake@ccrenew.com">Alex.drake@ccrenew.com</a>
--	--	--------------	--

From and after Commercial Operation Date:

Asset Management Department	3250 Ocean Park Blvd, Suite 355, Santa Monica, CA 90405	(310) 581-6299	<a href="mailto:assetmanagement@ccrenew.com">assetmanagement@ccrenew.com</a>
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##### **OPERATING REPRESENTATIVE:**

Prior to Commercial Operation Date:

Chris Norqual, VP Utilities	3250 Ocean Park Blvd, Suite 355, Santa Monica, CA 90405	(310) 581-6299	<a href="mailto:utilities@ccrenew.com">utilities@ccrenew.com</a>
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From and after Commercial  
Operation Date:

Asset Management Department	3250 Ocean Park Blvd, Suite 355, Santa Monica, CA 90405	(310) 581-6299	<a href="mailto:assetmanagement@ccrenew.com">assetmanagement@ccrenew.com</a>
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##### **CHARGING AND DISCHARGING NOTICE COMMUNICATIONS:**

Generator Operator:	Cypress Creek Renewables Operations - Control Room 5310 S Alston Ave, Durham, NC 27713	Pacific Utility Hotline – 888- 851-5648 Control Room: 919-391-3683	<a href="mailto:service@ccrenew.com">service@ccrenew.com</a>
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##### **OPERATING NOTIFICATIONS:**

[To be provided prior to start of construction]

##### **Prescheduling:**

Asset Management Department	3250 Ocean Park Blvd, Suite 355, Santa Monica, CA 90405	800-845-5922	<a href="mailto:remittance@ccrenew.com">remittance@ccrenew.com</a>
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Generator Operator:	Cypress Creek Renewables Operations - Control Room 5310 S Alston Ave, Durham, NC 27713	Pacific Utility Hotline – 888- 851-5648 Control Room: 919-391-3683	<a href="mailto:service@ccrenew.com">service@ccrenew.com</a>
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## **EXHIBIT 4**

### **NOTICES, BILLING AND PAYMENT INSTRUCTIONS**

#### **Real-Time:**

Asset Management Department	3250 Ocean Park Blvd, Suite 355, Santa Monica, CA 90405	800-845-5922	<a href="mailto:remittance@ccrenew.com">remittance@ccrenew.com</a>
Generator Operator:	Cypress Creek Renewables Operations - Control Room 5310 S Alston Ave, Durham, NC 27713	Pacific Utility Hotline – 888-851-5648 Control Room: 919-391-3683	<a href="mailto:service@ccrenew.com">service@ccrenew.com</a>

#### **Monthly Checkout:**

Asset Management Department	3250 Ocean Park Blvd, Suite 355, Santa Monica, CA 90405	800-845-5922	<a href="mailto:remittance@ccrenew.com">remittance@ccrenew.com</a>
Generator Operator:	Cypress Creek Renewables Operations - Control Room 5310 S Alston Ave, Durham, NC 27713	Pacific Utility Hotline – 888-851-5648 Control Room: 919-391-3683	<a href="mailto:service@ccrenew.com">service@ccrenew.com</a>
Asset Management Department	3250 Ocean Park Blvd, Suite 355, Santa Monica, CA 90405	800-845-5922	<a href="mailto:remittance@ccrenew.com">remittance@ccrenew.com</a>

[Seller to provide ACH and wire instructions.]

### **BUYER: NV ENERGY**

Sierra Pacific Power Company d/b/a NV Energy

<b>Contact</b>	<b>Phone</b>	<b>E-mail</b>
<b>CONTRACT REPRESENTATIVE:</b>		
Manager, Energy Supply Contract Management 6226 W Sahara Ave, M/S 26A Las Vegas, NV 89146	702/402-5667	<a href="mailto:ContractManagement@nvenergy.com">ContractManagement@nvenergy.com</a>
<b><u>OPERATING REPRESENTATIVES</u></b>		
<b><u>Scheduling</u></b>		
- Portfolio Analytics-NPC (Normal Business Hours)	702/402-2882	<a href="mailto:PortfolioAnalytics@nvenergy.com">PortfolioAnalytics@nvenergy.com</a>
- Portfolio Analytics-SPPC (Normal Business Hours)	702/402-2884	<a href="mailto:PortfolioAnalytics@nvenergy.com">PortfolioAnalytics@nvenergy.com</a>
- Generation Dispatch (Control Area Operations)	702/402-7111	<a href="mailto:Sysopr@nvenergy.com">Sysopr@nvenergy.com</a>
- Daily Availability Notice-NPC (Spreadsheet)	702/402-2882	<a href="mailto:PortfolioAnalytics@nvenergy.com">PortfolioAnalytics@nvenergy.com</a>
- Daily Availability Notice-SPPC (Spreadsheet)	702/402-2884	<a href="mailto:PortfolioAnalytics@nvenergy.com">PortfolioAnalytics@nvenergy.com</a>
<b><u>Emergencies (including Force Majeure)</u></b>		
- Grid Reliability	775/834-4216	<a href="mailto:Grid_Reliability@nvenergy.com">Grid_Reliability@nvenergy.com</a>
- Portfolio Analytics	702/402-1954	<a href="mailto:PortfolioAnalytics@nvenergy.com">PortfolioAnalytics@nvenergy.com</a>
<b><u>Planned Outages-NPC</u></b>	702/402-6602	<a href="mailto:escoc@nvenergy.com">escoc@nvenergy.com</a>
<b><u>Planned Outages-SPPC</u></b>	775/834-4716	<a href="mailto:escoc@nvenergy.com">escoc@nvenergy.com</a>

## **EXHIBIT 4**

### **NOTICES, BILLING AND PAYMENT INSTRUCTIONS**

Metering-NPC  
Metering-SPPC

702/402-6110  
775/834-7156

[NPCMeterOps@nvenergy.com](mailto:NPCMeterOps@nvenergy.com)  
[Electric\\_Meter\\_Ops\\_North@nvenergy.com](mailto:Electric_Meter_Ops_North@nvenergy.com)

#### **INVOICES**

Energy Supply Contract Management  
6226 W Sahara Ave, M/S 26A  
Las Vegas, NV 89146

702/402-5667

[ContractManagement@nvenergy.com](mailto:ContractManagement@nvenergy.com)

CC all invoices to:

Fuel & Purchased Power Accounting  
6100 Neil Road, M/S S2A20  
Reno, NV 89511

775/834-6281

[cmcelwee@nvenergy.com](mailto:cmcelwee@nvenergy.com)

#### **“EVENT OF DEFAULT”, “COMMERCIAL OPERATION DATE” AND “FORCE MAJEURE”**

CC all notices to:

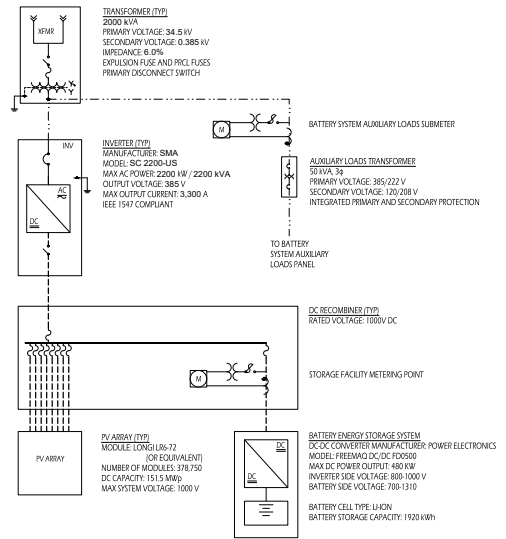
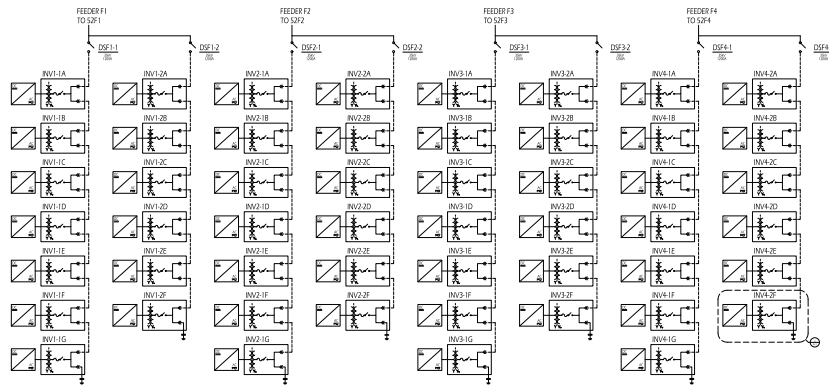
Office of General Counsel  
6226 W. Sahara Ave, M/S 3A  
Las Vegas, NV 89146

## **EXHIBIT 5**

### **ONE-LINE DIAGRAM OF FACILITY AND DELIVERY POINT**

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





2 SOLAR INVERTER POWER BLOCK DETAIL

## **EXHIBIT 6**

### **PROJECT MILESTONE SCHEDULE**

1. All time periods are in months after the satisfaction of the all conditions precedent set forth in Article 16 (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 satisfaction of the all conditions precedent set forth in Article 16.
2. All milestones may be completed earlier than stated times, at the sole option of Supplier.

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

Completion Date: Sixteen (16) months AA.

Documentation: Supplier shall provide Buyer with an officer’s certificate from an authorized representative of Supplier certifying that the Required Facility Documents to construct the Facility as listed in Exhibit 12 have been obtained, 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 Exhibit 14.

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

Completion Date: Twenty-four (24) months AA.

Documentation: Supplier shall provide Buyer with documentation that the major equipment (including step-up and medium voltage transformers and inverters) has been delivered to the Project Site.

- C) Project Milestone: Supplier shall obtain the Required Facility Documents to operate (but not achieve Commercial Operation) the Facility, including registration with PC Administrator.

Completion Date: Twenty-six (26) months AA.

Documentation: Supplier shall provide Buyer with an officer’s certificate from an authorized representative of Supplier certifying that Required Facility Documents to operate (but not achieve Commercial Operation) the Facility as listed in Exhibit 12 have been obtained, together with reasonable documentation evidencing registration with PC Administrator.

- D) Project Milestone: The Facility achieves the Operation Date.

Completion Date: Twenty-Eight (28) months AA.

Documentation: Buyer’s Meters shall record Energy being delivered from the Generating Facility to Buyer and the Storage Facility and Discharging Energy being delivered from the Storage Facility to Buyer, and Supplier provides written notice to Buyer that the Facility satisfies the definition of Operation Date.



## **EXHIBIT 6**

### **PROJECT MILESTONE SCHEDULE**

#### **CRITICAL PROJECT MILESTONES**

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

Completion Date: Sixteen (16) months AA.

Documentation: Supplier shall provide Buyer with an officer's certificate from an authorized Representative of Supplier certifying that debt and equity financing arrangements have been executed for funding of 100% of the construction financing of the Facility.

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

Completion Date: Sixteen (16) months AA.

Documentation: Supplier shall provide Buyer a copy of the executed Notice to Proceed acknowledged by the Construction Contractor and documentation from qualified professionals which indicates that physical work has begun at the Project Site regarding the construction of the Facility, as well as an ALTA Survey for the Project Site.

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

Completion Date: the 1<sup>st</sup> day of the month following thirty (30) months AA ("Commercial Operation Deadline").

Documentation: Supplier provides certifications required by Section 8.3.2 to Buyer.

**EXHIBIT 7**

**PERFORMANCE TESTS**

1. Performance tests required by the Construction Contract.
2. Such other tests as may be required by Law or by Buyer to document resource supply.

## **EXHIBIT 8**

### **FORM OF AVAILABILITY NOTICE**

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.<sup>2</sup>

Date For Notice:

\_\_\_\_\_

Supplier:

\_\_\_\_\_

---

<sup>2</sup> NTD: Exhibit 8 to accommodate relevant information with respect to the Storage Facility.

## **EXHIBIT 8**

### **FORM OF AVAILABILITY NOTICE**

Name of Suppliers Representative: \_\_\_\_\_

Buyer: \_\_\_\_\_ Sierra Pacific Power Company

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	

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 may be required on a case by case basis].

## **EXHIBIT 10**

### **SUPPLIER'S REQUIRED REGULATORY APPROVALS**

1. Renewable Energy System certification.
2. PUCN Approval of this Agreement.
3. Although obtaining EWG status is not a Seller 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. 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 to be supplied by Supplier.]

## **EXHIBIT 11**

### **TECHNICAL SPECIFICATIONS**

In accordance with Section 8.1, Supplier shall provide: (a) not later than Supplier's completion of the Project Milestone relating to obtaining Required Facility Documentation (Section 2(A) of Exhibit 6), a completed version of Exhibit 14; and (b) within thirty (30) Business Days after the Commercial Operation Date, a revised version of Exhibit 14 reflecting the Facility as built.

## **EXHIBIT 12**

### **REQUIRED FACILITY DOCUMENTS**

1. Bureau of Land Management, right of way grant issued pursuant to the Federal Land Policy Management Act and implementing regulations at 43 C.F.R. Part 2800, including environmental review under the National Environmental Policy Act.
2. U.S. Fish and Wildlife Service, Endangered Species Act, biological assessment and biological opinion.
3. Public Utilities Commission of Nevada, Utility Environmental Protection Act, order and permit to construct.
4. California Energy Commission, Renewable Portfolio Standard Pre-Certification and Certification, if applicable.
5. Western Renewable Energy Generation Information System (WREGIS), registrations, if applicable.
6. Nevada Department of Environmental Protection, Groundwater Discharge Permit.
7. Nevada Department of Environmental Protection, construction storm water general permit.
8. State Historic Preservation Office, National Historic Preservation Act, Section 106 consultation and determination of no effect.
9. Clean Water Act, Section 404, jurisdictional determination and, if required, general permit/nationwide permit coverage.
10. Rivers and Harbors Act, Section 10, jurisdictional determination and, if applicable, general permit/nationwide permit coverage.
11. Clean Water Act, Section 401, state water quality certification, if required in connection with other permits.
12. Humboldt County, installation permit for fire detection and protection system and/or annual permit, if applicable.
13. Humboldt County, transmission easement, if applicable.
14. Humboldt County, Building Permit, if applicable.
15. Nevada State Fire Marshall Hazardous Material Permit.
16. Nevada Department of Transportation, right of way occupancy permit.
17. Nevada Department of Wildlife, Special Purpose Permit (for scientific collection activities).
18. Nevada Department of Conservation and Natural Resources, Division of Water Resources, permit to drill groundwater well, if required.
19. Nevada Department of Environmental Protection, Air Quality Dust Control Permit.
20. Humboldt County, Grading Permit, if applicable.
21. Humboldt County, on-site sanitary disposal permits, if applicable.
22. Humboldt County, Department of Public Works and Development Services, approval, if applicable.
23. Humboldt County, crossing and/or encroachment permits, if applicable.
24. U.S. Energy Information Administration, filing of Forms 860 and 923.
25. Federal Energy Regulatory Commission, certification of exempt wholesale generator status.
26. Public Utilities Commission of Nevada, approval.
27. Conditionally Exempt Small Quantity Generator or Small Quantity Generator identification number, if required.
28. Project site lease option.
29. This Agreement.



## **EXHIBIT 12**

### **REQUIRED FACILITY DOCUMENTS**

30. Engineering, procurement and construction agreement.
31. Operating and maintenance agreement.
32. Shared Facilities Agreement, if applicable.
33. Interconnection agreement.
34. Nevada Department of Transportation Right of Way Encroachment Permit
35. Nevada State Fire Marshall On-Site Fuel Storage Permit
36. Nevada State Fire Marshall, Hazardous Materials Roving Permit
37. Nevada Renewable Energy System certification
38. Utilities' permission to operate
39. Federal Energy Regulatory Commission market based rate authorization, if required.

# EXHIBIT 13

## SUPPLY AMOUNT

The Supply Amount(s) shall be the Energy amounts for each Delivery Hour that shall be delivered by Supplier to Buyer, pursuant to this Agreement, as specified by each value in the attached table below.

Hour Ending		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
0100	Off-Peak	-	-	-	-	-	-	-	-	-	-	-	-
0200		-	-	-	-	-	-	-	-	-	-	-	-
0300		-	-	-	-	-	-	-	-	-	-	-	-
0400		-	-	-	-	-	-	-	-	-	-	-	-
0500		-	-	-	-	0.2	1.0	0.2	-	-	-	-	-
0600		-	-	-	4.6	25.0	41.3	29.3	8.9	0.6	-	-	-
0700	On Peak	-	0.1	12.5	49.8	79.0	86.7	93.3	71.7	46.0	10.7	0.3	-
0800		5.4	24.0	69.3	80.0	84.4	90.8	97.3	92.3	90.5	71.0	29.0	4.6
0900		50.9	67.8	80.3	82.6	87.2	92.1	96.6	96.6	92.2	85.5	65.2	46.4
1000		65.9	74.0	80.2	90.1	87.6	93.6	98.1	96.6	93.9	90.1	62.2	58.2
1100		62.1	71.2	78.5	87.5	89.5	93.5	95.2	97.5	92.1	83.5	59.7	52.1
1200		53.6	71.4	80.0	86.7	87.2	92.5	93.3	98.1	95.4	80.7	58.6	45.6
1300		54.3	72.4	82.7	84.0	92.3	93.8	88.0	91.0	93.5	82.3	56.9	46.6
1400		57.8	68.6	83.3	81.7	93.5	95.2	91.3	87.5	92.3	85.1	63.9	52.4
1500		58.9	69.6	79.3	80.8	88.4	92.8	92.3	86.8	94.0	84.9	61.9	54.1
1600		45.0	64.7	73.1	77.4	85.3	89.9	84.7	85.4	88.8	74.8	31.0	21.0
1700		4.5	28.0	59.1	76.0	85.3	86.6	82.2	83.9	67.6	15.2	0.5	-
1800		-	0.3	8.2	31.2	55.7	77.4	76.4	50.6	10.3	-	-	-
1900		-	-	-	0.5	7.5	19.9	16.2	3.8	-	-	-	-
2000		-	-	-	-	-	-	-	-	-	-	-	-
2100		-	-	-	-	-	-	-	-	-	-	-	-
2200		-	-	-	-	-	-	-	-	-	-	-	-
2300	Off-Peak	-	-	-	-	-	-	-	-	-	-	-	-
2400		-	-	-	-	-	-	-	-	-	-	-	-
Daily Supply Amount (MWh)		458	612	787	913	1,048	1,147	1,135	1,050	957	764	489	381
Daily On-Peak Supply Amount (MWh)		458	612	787	908	1,023	1,105	1,105	1,042	957	764	489	381
Monthly Supply Amount (MWh)		14,210	17,139	24,385	27,388	32,493	34,416	35,171	32,565	28,718	23,683	14,679	11,807
Annual Supply Amount (MWh)		296,655											
Delivery Point Maximum Amount (MW)		101											
Storage Facility Metering Points Maximum Amount (MW)													

## **EXHIBIT 14**

### **DIAGRAM OF FACILITY**

In accordance with Section 8.1, Supplier shall provide: (a) not later than Supplier's completion of the Project Milestone relating to obtaining Required Facility Documentation (Section 2(A) of Exhibit 6), a completed version of Exhibit 14; and (b) within thirty (30) Business Days after the Commercial Operation Date, a revised version of Exhibit 14 reflecting the Facility as built.

The diagram of the Facility to be attached as Exhibit 14 will include a detailed layout of the Facility, including size, type, location and electrical infrastructure.

## **EXHIBIT 15**

### **OPERATIONS AND MAINTENANCE AGREEMENT; OPERATOR GOOD STANDING CERTIFICATE**

In accordance with Section 8.9, Supplier shall provide Exhibit 15 no later than ninety (90) days prior to the Commercial Operation Date.

**EXHIBIT 16**

**FORM OF SURETY BOND**

BOND NUMBER: \_\_\_\_\_  
\_\_\_\_\_

**FINANCIAL AND PERFORMANCE GUARANTEE BOND**

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_  
(hereinafter called the "Principal"), and

\_\_\_\_\_ with its principal office at \_\_\_\_\_  
located in the Continental United States, a corporation duly organized under the laws of the  
State of \_\_\_\_\_ as Surety, are held and firmly bound unto Sierra Pacific Power  
Company d/b/a NV Energy, as Obligee, in the sum of

\_\_\_\_\_ Dollars  
(\$\_\_\_\_\_) for the payment of which sum well and truly to be made, we the said  
Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and  
assigns, jointly and severally, firmly by these presents.

This Financial and Performance Guarantee Bond is being issued in connection with a Power  
Purchase Agreement dated \_\_\_\_\_ 2018 between Principal and Obligee (referred to as the  
"Agreement" ).

Now therefore, the condition of this obligation is such that if the Principal shall well and truly  
keep all the terms and conditions as outlined in said Agreement, then this obligation shall be null  
and void; otherwise to remain in full force and effect.

Provided, however, this bond is executed by the Surety and accepted by the Obligee subject to  
the following conditions:

1. No assignment of this bond shall be effective without the written consent of the Surety.
2. This obligation may be terminated by the Surety by seventy-five (75) days advance  
written notice to the Obligee, such notice to be sent by registered mail to  
Sierra Pacific Power Company d/b/a NV Energy  
6226 West Sahara Avenue  
Las Vegas, Nevada 89146  
Attn: Contract Management

With Copy to:

Sierra Pacific Power Company d/b/a NV Energy  
6226 West Sahara Avenue  
Las Vegas, Nevada 89146  
Attn: General Counsel

## **EXHIBIT 16**

### **FORM OF SURETY BOND**

Such termination shall not affect liability incurred under this obligation prior to the effective date of such termination subject to condition 5 herein.

3. Such termination or cancellation shall not affect any liability incurred or accrued under this bond prior to the effective date of such termination or cancellation. It is understood and agreed that if the Obligee has not received an acceptable form of security to replace the bond within forty-five (45) days prior to the effective date of cancellation or nonrenewal, the Obligee may recover the full amount of the bond, less any previous amounts paid to Obligee under the bond.
4. Provided, however, it shall be a condition precedent to any right of recovery herein that, in the event of any breach of any payment obligation of Principal under the Agreement or a failure of Principal to replace the bond with an acceptable form of security in accordance with Section 3, a written statement of the particular facts stating the nature of such breach or failure shall be given as soon as reasonably possible by the Obligee to the Surety and the Surety shall not be obligated to pay amounts due by Principal's obligation until the thirtieth (30th) day after Surety's receipt of such statement.
5. No action, suit or proceeding shall be had or maintained against the Surety on this bond unless the same be brought or instituted within ninety (90) days after the effective date of the termination or release of this bond.
6. Under no circumstances shall the aggregate liability of the Surety exceed the sum above stated regardless of the number of years and/or continuation certificates that the surety may issue.
7. Surety agrees to pay all fees and out of pocket expenses, including reasonable attorney's fees and expenses, in any way relating to the enforcement or protection of the rights of the Obligee in the event of a principal default.
8. TO THE FULLEST EXTENT PERMITTED BY LAW, THE OBLIGEE, PRINCIPAL, AND SURETY WAIVE ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY ARISING OUT OF THIS BOND.
9. THE OBLIGEE, PRINCIPAL, AND SURETY SUBMIT TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN CLARK COUNTY NEVADA FOR PURPOSES OF ALL LITIGATION DIRECTLY ARISING OUT OF THIS BOND. EACH OF THE AFOREMENTIONED PARTIES HEREBY IRREVOCABLY: (i) WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH LITIGATION IN SUCH A COURT; AND (ii) WAIVES ANY CLAIM THAT ANY LITIGATION BROUGHT IN SUCH A COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.
10. THE OBLIGEE, PRINCIPAL, AND SURETY AGREE THAT THE TERMS AND ENFORCEMENT OF THIS BOND SHALL BE GOVERNED, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEVADA, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAWS PRINCIPLES OF THAT STATE OR ANY OTHER STATE OR JURISDICTION.

**EXHIBIT 16**

**FORM OF SURETY BOND**

11. This bond will expire on \_\_\_\_\_, 20\_\_ unless extended by continuation certificate issued by the Surety and received by the Obligee prior to the bond expiration date, such certificate to be sent by registered mail to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In witness whereof, said Principal and said Surety have caused this bond to be duly signed and their seals affixed this \_\_\_\_ day of \_\_\_\_\_. 20\_\_.

\_\_\_\_\_  
Principal

BY: \_\_\_\_\_  
NAME:  
TITLE:

\_\_\_\_\_  
Surety

BY: \_\_\_\_\_  
NAME:  
TITLE:

**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: [\_\_\_\_\_]



## EXHIBIT 17

### FORM OF LETTER OF CREDIT

Ladies and Gentlemen:

At the request and for the account of [\_\_\_\_\_] (the "Applicant"), we hereby establish in favor of [Sierra Pacific Power Company or Nevada Power Company] ("Beneficiary") for the aggregate amount not to exceed [\_\_\_\_\_] million United States Dollars (\$[\_\_\_\_\_] ), in connection with the Long Term Renewable Power Purchase Agreement 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.

## **EXHIBIT 17**

### **FORM OF LETTER OF CREDIT**

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.

## **EXHIBIT 17**

### **FORM OF LETTER OF CREDIT**

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

**EXHIBIT 17**

**FORM OF LETTER OF CREDIT**

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:

**EXHIBIT 17**

**FORM OF LETTER OF CREDIT**

IN WITNESS WHEREOF, the undersigned has executed and delivered this request on  
this \_\_\_\_ day of \_\_\_\_\_.

[Beneficiary]

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

Name:

Title:

**EXHIBIT 17**

**FORM OF LETTER OF CREDIT**

**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]

**EXHIBIT 17**

**FORM OF LETTER OF CREDIT**

**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

**EXHIBIT 17**

**FORM OF LETTER OF CREDIT**

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]



**EXHIBIT 17**

**FORM OF LETTER OF CREDIT**

ANNEX 4  
VOLUNTARY REDUCTION REQUEST CERTIFICATE  
[Date]

[insert name of Issuing Bank]  
[insert address of Issuing Bank]

Ladies and Gentlemen:

Reference is made to that Irrevocable Standby Letter of Credit No. [\_\_\_\_\_] (the “Letter of Credit”) dated [\_\_\_\_\_] issued by you in favor of [\_\_\_\_\_] (the “Beneficiary”). Any capitalized term used herein and not defined herein shall have its respective meaning as set forth in the Letter of Credit.

The undersigned, a duly authorized representative of the Beneficiary, having been so directed by [\_\_\_\_\_] (the “Applicant”), hereby requests that the Stated Amount (as such term is defined in the Letter of Credit) of the Letter of Credit be reduced by U.S.\$[\_\_\_\_\_] to U.S.\$[\_\_\_\_\_].

We hereby certify that the undersigned is a duly authorized representative of the Beneficiary.

IN WITNESS WHEREOF, the undersigned has executed and delivered this request on this \_\_\_\_ day of \_\_\_\_\_.

[Beneficiary name]

By: \_\_\_\_\_  
Name:  
Title:

cc:

[Applicant name and address]

**EXHIBIT 18**

**YEARLY PC AMOUNT**

Yearly PC Amount	296,655 MWh
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## **EXHIBIT 19**

### **FORM OF LENDERS CONSENT**

This CONSENT AND AGREEMENT (this “Consent”), dated as of \_\_\_\_\_, 20\_\_, is entered into by and among [Sierra Pacific Power Company or Nevada Power Company], a Nevada corporation, d/b/a NV Energy, acting in its merchant function capacity (together with its permitted successors and assigns, “NVE”), \_\_\_\_\_, in its capacity as [**Administrative Agent**] for the Lenders referred to below (together with its successors, designees and assigns in such capacity, “Administrative Agent”), and \_\_\_\_\_, a \_\_\_\_\_ formed and existing under the Laws of the State of \_\_\_\_\_ (together with its permitted successors and assigns, “Borrower”). Unless otherwise defined, all capitalized terms have the meaning given in the Contract (as hereinafter defined).

WHEREAS, Borrower intends to develop, construct, install, test, own, operate and use an approximately \_\_\_\_ MW solar-powered electric generating facility and integrated storage facility located \_\_\_\_\_, known as the \_\_\_\_\_ (the “Project”).

WHEREAS, In order to partially finance the development, construction, installation, testing, operation and use of the Project, Borrower has entered into that certain [**Financing Agreement,**] dated as of \_\_\_\_\_ (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Financing Agreement”), among Borrower, the financial institutions from time to time parties thereto (collectively, the “Lenders”), and Administrative Agent for the Lenders, pursuant to which, among other things, Lenders have extended commitments to make loans and other financial accommodations to, and for the benefit of, Borrower.

[WHEREAS, Borrower anticipates that, prior to the completion of construction of the Project, it will seek an additional investor (the “Tax Investor”) to make an investment in Borrower to provide additional funds to finance the operation and use of the Project.]

WHEREAS, Buyer and Borrower have entered into that certain 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,

## **EXHIBIT 19**

### **FORM OF LENDERS CONSENT**

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 seven million five hundred thousand dollars (\$7,500,000) 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

## **EXHIBIT 19**

### **FORM OF LENDERS CONSENT**

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;

## **EXHIBIT 19**

### **FORM OF LENDERS CONSENT**

(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: [\_\_\_\_\_]

## **EXHIBIT 19**

### **FORM OF LENDERS CONSENT**

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

**EXHIBIT 19**

**FORM OF LENDERS CONSENT**

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 or Nevada Power Company]

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

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

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

\_\_\_\_\_,  
a \_\_\_\_\_

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

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

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

\_\_\_\_\_,  
as Administrative Agent for the Lenders

[Borrower]

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

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

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



## **EXHIBIT 20**

### **FORM OF GUARANTEE**

This GUARANTEE (this “Guarantee”), dated as of \_\_\_\_\_, 20\_\_, is issued by [\_\_\_\_\_] a [\_\_\_\_\_] organized and existing under the laws of [\_\_\_\_\_] (“Guarantor”) in favor of [Sierra Pacific Power Company or Nevada Power Company], a Nevada corporation doing business as NV Energy (“Company”).

Pursuant to that certain Long-Term Renewable Power Purchase Agreement, dated as of \_\_\_\_\_, 20\_\_ (as the same may be amended, modified or supplemented from time to time, the “Agreement”), by and between Company and [\_\_\_\_\_] a [\_\_\_\_\_] [\_\_\_\_\_] of which Guarantor is the [direct][indirect] parent (“Subsidiary”), and pursuant to which Guarantor will indirectly benefit from the terms and conditions thereof, and the performance by Subsidiary of its obligations thereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby covenants, undertakes and agrees with Company as follows:

**Section 1. Definitions.** Capitalized terms used herein and not otherwise defined shall have their respective meanings as set forth in the Agreement.

**Section 2. Guarantee.**

(a) **Guarantee.** Guarantor hereby irrevocably and unconditionally guarantees to and for the benefit of Company, the full and prompt payment by Subsidiary of each and every obligation of Subsidiary arising under the Agreement up to the limitations set forth in the Agreement, including, without limitation, the payment when due of all indemnities, refunds and liquidated damages payable at any time under the Agreement (the “Guaranteed Obligations”). The Guaranteed Obligations shall further include, without limitation, (i) interest accruing as part of the Guaranteed Obligations according to the terms thereof following the commencement by or against the Subsidiary of any case or proceeding under any Applicable Law relating to bankruptcy, insolvency, reorganization, winding-up, liquidation, dissolution or composition or adjustment of debt and (ii) all reasonable costs and expenses (including reasonable attorneys’ fees), if any, incurred in successfully enforcing Company’s rights under this Guarantee. Guarantor further agrees that if Subsidiary shall fail to pay or perform in full when due all or any part of the Guaranteed Obligations, Guarantor will promptly pay (or promptly procure the payment of) the same in accordance with, and up to the limitations set forth in the Agreement.

(b) **Nature of Guarantee.** The Guarantee and the obligations of Guarantor hereunder shall continue to be effective or be automatically reinstated, as the case may be, even if at any time payment of any of the Guaranteed Obligations is rendered unenforceable or is rescinded or must otherwise be returned by Company upon the occurrence of any action or event including, without limitation, the bankruptcy, reorganization, winding-up, liquidation, dissolution or insolvency of the Subsidiary, Guarantor, any other Person or otherwise, all as though the payment had not been made.

(c) **Absolute Guarantee.** Guarantor agrees that its obligations under this Guarantee are irrevocable, absolute, independent, unconditional and continuing and shall not be affected by any circumstance that constitutes a legal or equitable discharge of a guarantor or surety other than payment in full of the Guaranteed Obligations. In furtherance of the foregoing and without limiting the generality thereof, Guarantor agrees, subject to the other terms and conditions hereof, as follows:

- (i) this Guarantee is a guarantee of payment when due and not of collectability;

**FORM OF GUARANTEE**

(ii) Company may from time to time in accordance with the terms of the Agreement, without notice or demand and without affecting the validity or enforceability of this Guarantee or giving rise to any limitation, impairment or discharge of Guarantor's liability hereunder, (A) renew, extend, accelerate or otherwise change the time, place, manner or terms of payment or performance of the Guaranteed Obligations, (B) settle, compromise, release or discharge, or accept or refuse any offer of performance with respect to, or substitutions for, the Guaranteed Obligations or any agreement relating thereto and/or subordinate the payment or performance of the same to the payment or performance of any other obligations, (C) request and accept other guaranties of or security for the Guaranteed Obligations and take and hold security for the payment or performance of this Guarantee or the Guaranteed Obligations, (D) release, exchange, compromise, subordinate or modify, with or without consideration, any security for payment or performance of the Guaranteed Obligations, any other guarantees of the Guaranteed Obligations, or any other obligation of any person with respect to the Guaranteed Obligations, (E) enforce and apply any security now or hereafter held by or for the benefit of Company in respect of this Guarantee or the Guaranteed Obligations and direct the order or manner of sale thereof, or exercise any other right or remedy that Company may have against any such security, as Company in its discretion may determine consistent with the Agreement and any applicable security agreement, and even though such action operates to impair or extinguish any right of reimbursement or subrogation or any other right or remedy of Guarantor against Subsidiary or any other guarantor of the Guaranteed Obligations or any other guarantee of or security for the Guaranteed Obligations, and (F) exercise any other rights available to Company under the Agreement, at law or in equity; and

(iii) this Guarantee and the obligations of Guarantor hereunder shall be valid and enforceable and shall not be subject to any limitation, impairment or discharge for any reason (other than payment in full of the Guaranteed Obligations and otherwise as set forth in this Guarantee), including, without limitation, the occurrence of any of the following, whether or not Guarantor shall have had notice or knowledge of any of them: (A) any failure to assert or enforce, or agreement not to assert or enforce, or the stay or enjoining, by order of court, by operation of law or otherwise, or the exercise or enforcement of, any claim or demand or any right, power or remedy with respect to the Guaranteed Obligations or any agreement relating thereto, or with respect to any other guarantee of or security for the payment or performance of the Guaranteed Obligations; (B) any waiver, amendment or modification of, or any consent to departure from, any of the terms or provisions of the Agreement or any agreement or instrument executed pursuant thereto or of any other guarantee or security for the Guaranteed Obligations; (C) the Guaranteed Obligations, or any agreement relating thereto, at any time being found to be illegal, invalid or unenforceable in any respect; (D) the personal or corporate incapacity of any person; (E) any change in the financial condition, or the bankruptcy, administration, receivership or insolvency of Subsidiary or any other person, or any rejection, release, stay or discharge of Subsidiary's or any other person's obligations in connection with any bankruptcy, administration, receivership or similar proceeding or otherwise or any disallowance of all or any portion of any claim by Company, its successors or permitted assigns in connection with any such proceeding; (F) any change in the corporate existence of, or cessation of existence of, Guarantor or the Subsidiary (whether by way of merger, amalgamation, transfer, sale, lease or otherwise); (G) the failure to create, preserve, validate, perfect or protect any security interest granted to, or in favor of, any person; (H) any substitution, modification, exchange, release, settlement or compromise of any security or collateral for or guaranty of any of the Guaranteed Obligations or failure to apply such security or collateral or failure to enforce such guaranty; (I) the existence of any claim, set-off, or other rights which Guarantor or any affiliate thereof may have at any time against Company or

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any affiliate thereof in connection with any matter unrelated to the Agreement; and (J) any other act or thing or omission, or delay to do any other act or thing, which may or might in any manner or to any extent vary the risk of Guarantor as an obligor in respect of the Guaranteed Obligations.

(d) **Currency.** All payments made by Guarantor hereunder shall be made in U.S. dollars in immediately available funds.

(e) **Defenses.** Notwithstanding anything herein to the contrary, Guarantor specifically reserves to itself all rights, counterclaims and other defenses that the Subsidiary is or may be entitled to arising from or out of the Agreement, except for any defenses arising out of the bankruptcy, insolvency, dissolution or liquidation of the Subsidiary, the lack of power or authority of the Subsidiary to enter into the Agreement and to perform its obligations thereunder, or the lack of validity or enforceability of the Subsidiary's obligations under the Agreement or any transaction thereunder.

### **Section 3. Other Provisions of the Guarantee.**

(a) **Waivers by Guarantor.** Guarantor hereby waives for the benefit of Company, to the maximum extent permitted by Applicable Law:

- (i) notice of acceptance hereof;
- (ii) notice of any action taken or omitted to be taken by Company in reliance hereon;
- (iii) any right to require Company, as a condition of payment by Guarantor, to (A) proceed against or exhaust its remedies against Subsidiary or any person, including any other guarantor of the Guaranteed Obligations, or (B) proceed against or exhaust any security held from Subsidiary or any person, including any other guarantor of the Guaranteed Obligations;
- (iv) subject to Clause 2(e), any defense arising by reason of the incapacity, lack of authority or any disability of Subsidiary including, without limitation, any defense based on or arising out of the lack of validity or the unenforceability of the Guaranteed Obligations or any agreement or instrument relating thereto or by reason of the cessation of the liability of Subsidiary from any cause other than payment in full of the Guaranteed Obligations or termination of this Guarantee in accordance with its terms;
- (v) any requirement that Company protect, secure, perfect or insure any security interest or lien or any property subject thereto;
- (vi) any requirement that Company be diligent or prompt in making demands hereunder or give notices of default under the Agreement, notices of any renewal, extension or modification of the Guaranteed Obligations or any agreement related thereto, and any right to consent to any thereof; and
- (vii) any event, occurrence or other circumstance which might otherwise constitute a legal or equitable discharge of a surety, including promptness, diligence, notice of acceptance and notice of any default under the Agreement, notice of presentment, demand, protest, and notice of dishonor or nonpayment, notice of acceleration or other demand and any other notice with respect to this Guarantee.

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(b) **Deferral of Subrogation.** Until such time as the Guaranteed Obligations have been paid or performed in full, notwithstanding any payment made by Guarantor hereunder or the receipt of any amounts by Company with respect to the Guaranteed Obligations, (i) Guarantor (on behalf of itself, its successors and assigns, including any surety) hereby expressly agrees not to exercise any right, nor assert the impairment of such rights, it may have to be subrogated to any of the rights of Company against Subsidiary or against any other collateral security held by Company for the payment or performance of the Guaranteed Obligations, (ii) Guarantor agrees that it will not seek any reimbursement from Company in respect of payments or performance made by Guarantor in connection with the Guaranteed Obligations, or amounts realized by Company in connection with the Guaranteed Obligations and (iii) Guarantor shall not claim or prove in a liquidation or other insolvency proceeding of the Subsidiary in competition with the Company. If any amount shall be paid to Guarantor on account of such subrogation rights at any time when all of the Guaranteed Obligations shall not have been paid in full or otherwise fully satisfied, such amount shall be held in trust by Guarantor for the benefit of Company and shall forthwith be paid to Company, to be credited and applied to the Guaranteed Obligations.

**Section 4. Representations and Warranties of Guarantor.** Guarantor hereby represents, warrants, and undertakes to Company as follows:

(a) Guarantor is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and has the corporate power, authority and legal right to own its property and assets and to transact the business in which it is engaged.

(b) Guarantor has full power, authority and legal right to execute and deliver this Guarantee and all other instruments, documents and agreements required by the provisions of this Guarantee to be executed, delivered and performed by Guarantor, and to perform its obligations hereunder and thereunder.

(c) The execution, delivery and performance of this Guarantee and all other instruments, documents and agreements required by the provisions of this Guarantee to be executed, delivered and performed by Guarantor have been duly authorized by all necessary company action on the part of Guarantor and do not contravene or conflict with Guarantor's memorandum and articles of association.

(d) This Guarantee and all other instruments, documents and agreements required by the provisions of this Guarantee to be executed, delivered and performed by Guarantor have been duly executed and delivered by Guarantor and constitute the legal, valid and binding obligations of Guarantor, enforceable against it in accordance with their respective terms.

(e) Neither the execution and delivery of this Guarantee nor the performance of the terms and conditions hereof by Guarantor shall result in (i) a violation or breach of, or a default under, or a right to accelerate, terminate or amend, any contract, commitment or other obligation to which Guarantor is a party or is subject or by which any of its assets are bound, or (ii) a violation by Guarantor of any Applicable Law.

(f) There are no actions, suits, investigations, proceedings, condemnations, or audits by or before any court or other governmental or regulatory authority or any arbitration proceeding pending or, to its actual knowledge after due inquiry, threatened against or affecting Guarantor, its properties, or its assets.

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(g) All necessary action has been taken under Applicable Laws to authorize the execution, delivery and performance of this Guarantee. No governmental approvals or other consents, approvals, or notices of or to any person are required in connection with the execution, delivery, performance by Guarantor, or the validity or enforceability, of this Guarantee.

**Section 5. Notices.** All notices, demands, instructions, waivers, consents, or other communications required or permitted hereunder shall be in writing in the English language and shall be sent by personal delivery, courier, certified mail or facsimile, to the following addresses:

(a) If to Guarantor:

[\_\_\_\_\_  
[\_\_\_\_\_  
[\_\_\_\_\_  
[\_\_\_\_\_  
Attention: [\_\_\_\_\_  
Facsimile: [\_\_\_\_\_]

(b) If to Company:

[Sierra Pacific Power Company or Nevada Power Company]  
6226 W. Sahara Avenue  
Las Vegas, Nevada 89146  
Facsimile No.: 702-402-2455  
Email: ContractManagement@nvenergy.com  
Attn: [\_\_\_\_\_]

With a copy to (which shall not constitute notice):

[Sierra Pacific Power Company or Nevada Power Company]  
6226 W. Sahara Avenue  
Las Vegas, Nevada 89146  
Facsimile: (702) 402-2069  
Attn: [\_\_\_\_\_]

The addresses and facsimile numbers of either party for notices given pursuant to this Guarantee may be changed by means of a written notice given to the other party at least three (3) Business Days (being a day on which clearing banks are generally open for business in the jurisdiction of the party to whom a notice is sent) prior to the effective date of such change. Any notice required or authorized to be given hereunder shall be in writing (unless otherwise provided) and shall be served (i) personally, (ii) by courier service or (iii) by facsimile transmission addressed to the relevant Person at the address stated below or at any other address notified by that Person as its address for service. Any notice so given personally shall be deemed to have been served on delivery, any notice so given by express courier service shall be deemed to have been served the next Business Day after the same shall have been delivered to the intended Person, and any notice so given by facsimile transmission shall be deemed to have been served on dispatch unless dispatched after the recipient's normal business hours on a Business Day or dispatched on any day other than a Business Day, in which case such notice shall be deemed to have been delivered on the next Business Day. As proof of such service it shall be sufficient to produce a receipt showing

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personal service, the receipt of a courier company showing the correct address of the addressee or an activity report of the sender's facsimile machine showing the correct facsimile number of the Person on whom notice is served and the correct number of pages transmitted.

#### **Section 6. Miscellaneous Provisions.**

(a) **Waiver; Remedies Cumulative.** No failure on the part of Company to exercise, and no delay on the part of Company in exercising, any right or remedy, in whole or in part hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy shall preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver by Company shall be effective unless it is in writing and such writing expressly states that it is intended to constitute such waiver. Any waiver given by Company of any right, power or remedy in any one instance shall be effective only in that specific instance and only for the purpose for which given, and will not be construed as a waiver of any right, power or remedy on any future occasion. The rights and remedies of Company herein provided are cumulative and not exclusive of any rights or remedies provided by Applicable Law.

(b) **Successors and Assigns.** This Guarantee shall be binding upon the successors of Guarantor and shall inure to the benefit of Company and its successors and permitted assigns. Guarantor shall not assign or transfer all or any part of its rights or obligations hereunder without the prior written consent of Company. Any purported assignment or delegation without such written consent shall be null and void. Company may assign its rights and obligations hereunder to any assignee of its rights under the Agreement permitted in accordance with the Agreement.

(c) **Amendment.** This Guarantee may not be modified, amended, terminated or revoked, in whole or in part, except by an agreement in writing signed by Company and Guarantor.

(d) **Termination, Limits and Release.** This Guarantee is irrevocable, unconditional and continuing in nature and is made with respect to all Guaranteed Obligations now existing or hereafter arising and shall remain in full force and effect until the earlier of (i) the time when in accordance with the terms of the Agreement all of the Guaranteed Obligations are fully satisfied and discharged, and (ii) then, and only then, this Guarantee shall automatically be released and shall be of no further force and effect; otherwise, it shall remain in full force and effect. Other than as set forth in the previous sentence, no release of this Guarantee shall be valid unless executed by Company and delivered to Guarantor. Except with respect to (x) claims made by, damages incurred by, or amounts payable to third parties pursuant to an indemnity given under the Agreement and (y) claims arising out of Subsidiary's fraud or willful misconduct, under no circumstances will Guarantor's aggregate liability hereunder exceed the amount of Operating Security required in the Agreement.

#### **(e) Law and Jurisdiction.**

(i) THIS GUARANTEE IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEVADA, WITHOUT REGARD FOR ANY PRINCIPLES OF CONFLICTS OF LAW THAT WOULD DIRECT OR PERMIT THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION.

(ii) GUARANTOR AND COMPANY IRREVOCABLY AGREE THAT THE STATE AND FEDERAL COURTS LOCATED IN WASHOE COUNTY, NEVADA, SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY SUIT, ACTION OR

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PROCEEDING, AND TO SETTLE ANY DISPUTE, WHICH MAY ARISE OUT OF OR IN CONNECTION WITH THIS GUARANTEE, AND FOR SUCH PURPOSES HEREBY IRREVOCABLY SUBMIT TO THE JURISDICTION OF SUCH COURTS, AND GUARANTOR CONSENTS TO THE JURISDICTION OF, AND TO THE LAYING OF VENUE IN, SUCH COURTS FOR SUCH PURPOSES AND HEREBY WAIVES ANY DEFENSE BASED ON LACK OF VENUE OR PERSONAL JURISDICTION OR OF INCONVENIENT FORUM.

(f) **Survival.** All representations and warranties made in this Guarantee and by Guarantor in any other instrument, document, or agreement delivered pursuant hereto or in connection herewith shall survive the execution and delivery of this Guarantee.

(g) **Severability.** Any provision of this Guarantee that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Where provisions of law or regulation resulting in such prohibition or unenforceability may be waived they are hereby waived by Guarantor and Company to the full extent permitted by law so that this Guarantee shall be deemed a valid binding agreement in each case enforceable in accordance with its terms.

(h) **Third Party Rights.** The terms and provisions of this Guarantee are intended solely for the benefit of Company and Guarantor and their respective successors and permitted assigns, and it is not the intention of Company or Guarantor to confer upon any other persons any rights by reason of this Guarantee.

(i) **No Set-off, Deduction or Withholding.** Guarantor hereby guarantees that payments hereunder shall be made without set-off or counterclaim and free and clear of and without deduction or withholding for any taxes; provided, that if the Guarantor shall be required under Applicable Law to deduct or withhold any taxes from such payments, then (i) the sum payable by Guarantor shall be increased as necessary so that after making all required deductions and withholdings (including deductions and withholdings applicable to additional sums payable pursuant to this sentence) the Company receives an amount equal to the sum it would have received had no such deduction or withholding been required, (ii) Guarantor shall make such deduction or withholding, and (iii) Guarantor shall timely pay the full amount deducted or withheld to the relevant governmental authority in accordance with Applicable Law.

(j) **Waiver of Right to Trial by Jury.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF GUARANTOR AND COMPANY 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 GUARANTEE. EACH OF GUARANTOR AND COMPANY 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.

(k) **Counterparts; Facsimile Signatures.** This Guarantee may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered by facsimile shall be deemed to be original signatures.

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[Signature page follows.]



**EXHIBIT 20**

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IN WITNESS WHEREOF, Guarantor has duly executed this Guarantee on the day and year first before written.

**[GUARANTOR]**

---

Name:

Title:

Acknowledged and Accepted:

**[SIERRA PACIFIC POWER COMPANY OR NEVADA POWER COMPANY] D/B/A NV  
ENERGY, A NEVADA CORPORATION**

---

Name:

Title:

**EXHIBIT 21**

**WORK SITE AGREEMENT**

[See attached.]

## WORK SITE AGREEMENT

### Battle Mountain Solar Project

#### 1. INITIAL PROVISIONS

- 1.1. This Work Site Agreement (“Agreement”) is entered into by and between CYPRESS CREEK EPC, LLC (“Owner”), Rosendin Electric, Inc (“Contractor”) and IBEW Local Unions 1245 and 401 (collectively “Unions” or separately “Local 1245” or “Local 401”) as herein provided.
- 1.2. The NV Energy Project **Battle Mountain Solar Project** ("Project") will provide a Solar renewable power plant located in Northern Nevada. This location is known as the “Project Site”. It is understood and agreed by and between the Contractor and Unions that the final plans for the Project may be subject to modifications and approval by those public agencies possessing lawful approval authority over the Project pursuant to the 2018 Renewable Energy Request for Proposals issued by NV Energy on January 5, 2018 and that this Agreement applies to the Project as it is finally approved by such entities and agencies. Once a final physical address is secured for this Project Site, they will be incorporated into this Agreement.
- 1.3. Contractor is responsible for the overall construction of the Project.
- 1.4. As provided herein, all Contractors assigning, awarding, contracting or subcontracting Covered Work (as defined in Article 2), or authorizing another party to assign, award, contract or subcontract Covered Work, or perform Covered Work (individually and collectively referred to as “Employer” or “Employers”) will become subject to this Agreement by executing Attachment A (the “Agreement to Be Bound”).
- 1.5. The Unions are labor organizations whose members are construction industry employees. The Unions are party to a multi-employer collective bargaining agreements (“Master Agreements”) that covers the geographic area of the Project. Where the term Master Agreement is used, it means the existing Master Agreement in effect on the date hereof.
- 1.6. A large labor pool represented by the Unions will be required to execute the work involved in the Project. And it is the purpose of this Agreement to ensure, that a sufficient supply of skilled craft workers are available at the Project, that all construction work and related work performed by the members of the Unions to the extent permitted by applicable law on this Project proceed continuously, without interruption, in a safe and efficient manner, economically with due consideration for the protection of existing labor standards, wages and working conditions. The parties also expressly recognize that the Project may be located in extreme weather conditions subject to high or low temperatures. Employers will provide a safe work site and comply with all state and federal requirements related to protection from heat. The Unions will not seek to restrict productivity based on these conditions. In furtherance of these purposes and to secure optimum productivity, harmonious relations between

the parties and the orderly performance of the work, the parties to this Agreement agree to have established adequate and fair wage levels and working conditions as herein provided.

- 1.7. A central purpose of this Agreement is to guarantee labor peace on the Project by minimizing the jobsite friction that could arise at a common- situs jobsite when employees represented by the Unions are required to work alongside non-union employees and/or employers recognizing other labor organizations in those other crafts with which they generally work in close proximity performing work that is closely related and coordinated, and by ensuring there will be no disruption of the work should any non-union employees or employers recognizing other labor organizations be present to perform work outside the scope of the Agreement. This Agreement accomplishes these objectives by requiring that all Covered Work be performed by workers who are members of the Unions to the extent permitted by applicable law. For work that falls outside the scope of this Agreement or that is excluded from or outside of Covered Work, Contractor and Employer are further protected from the potential effects of jobsite friction by prohibiting all strikes, picketing, hand billing or other concerted activity for any reason whatsoever, including payment of liquidated damages for any violation of such prohibition.
- 1.8. In the interest of the future of the construction industry in the local area, of which the Unions are a vital part, and to maintain the most efficient and competitive posture possible, the Unions pledge to work and cooperate with Contractor and Employer to produce the most efficient utilization of labor and equipment in accordance with this Agreement. In particular, the Unions shall exert best efforts to first source labor local to the Project Site. In addition, notwithstanding the terms of any Master Agreement or other collective bargaining agreement, the Union shall not afford preferential status to other jobs in the jurisdiction; to the extent such preference will inhibit the availability of qualified workers for the Project.

## 2. SCOPE OF AGREEMENT

- 2.1. The work set forth in Sections 2.2 and 2.3 is referred to as "Covered Work." This Agreement also covers work performed in temporary yards or facilities adjacent to or near the Project, that will otherwise be constructed or installed in connection with the Project(s) that is Covered Work described below. The scope of Covered Work set forth in this Agreement for this Project shall not be considered precedential.
- 2.2. Inside Covered Work Includes:
  - 2.2.1. This Agreement covers the following on-site electrical construction work within the scope of the Unions' Master Agreements: handling and installation of electrical and electronic equipment, installation and connection of any electrical wires and cables, connections to power conversion stations, electrical fixtures, electrical appliances, electrical apparatus, electrical raceways or trays, electrical conduits, electrical instrumentation and controls. The foregoing work within the scope of this Agreement is referred to as "Covered Work."

- 2.2.2. Covered Work also includes all work performed by electrical craft labor that is part of electrical startup and commissioning, including, but not limited to, loopchecks and rework and modifications during start-up and commissioning. The owner of the Project, Contractor, manufacturer's representatives, vendor's representatives, and plant operating personnel may supervise and direct employees performing startup and commissioning, including loop checks and rework and modifications during start-up and commissioning. This related craft work is typically performed as part of a joint effort with these representatives and personnel. After a system or subsystem becomes operational and upon acceptance by Owner and Contractor of Covered Work on that system or subsystem is completed. However, rework and modifications normally provided as a function of the initial construction effort, and other related initial construction work normally performed by members of the Unions, will be performed by members of the Unions to the extent permitted by applicable law, provided such work is Covered Work as set forth within the scope of this Agreement as described herein and that such work is not operations and maintenance work, which is not Covered Work. Nothing set forth in this Section 2.2.1 shall be construed as prohibiting or limiting permanent operating personnel, who are not members of the Unions, from operating systems prior to Covered Work being completed, or industry standard work performed by a manufacturer or vendor or its representatives to satisfy its guarantee or warranty prior to startup of a piece of equipment.
- 2.3. Outside Line Work includes all construction of transmission and distribution lines, outside substations, switchyards, and sub-station or switchyard related ground grids. To the extent there is additional work needed by Contractor on the Project that is outside of the above language, but not covered within the scope of work for the Outside Line Construction Agreement, of the Locals, Contractor agrees to meet and confer to determine if that work can be performed by the Unions under the terms herein set forth.
- 2.4. Covered Work shall not include any work performed by federal, state, county, city or other governmental bodies and/or agencies or their contractors, or work performed by employees of NV Energy.
- 2.5. Purchase of any manufactured item produced in a genuine manufacturing facility for the supply of products for the Project is not Covered Work and shall not be considered subcontracting under Article 3 below. Any fabrication, kitting, preparation or other assembly of components for the Project after delivery of such components to the Project Site, prior to installation of any such components into the Project and provided such fabrication can only occur on the Project Site, shall be deemed Covered Work. For the convenience of the Employer, any such fabrication work may be performed offsite if performed in accordance with the union standards for the applicable Union established by this Agreement. Covered Work does not include creating inverter skids, if they are created, built, or assembled in a genuine manufacturing facility.
- 2.6. The initial delivery of materials to the Project Site, to a drop off location within the Project Site, or to a temporary yard at/or area near the Project is not Covered Work. The loading, unloading and distributing of electrical materials within the site after the initial delivery are Covered Work.

2.7. This Agreement applies to employees performing Covered Work. It does not apply to supervisors and managerial employees and employees not covered by a collective bargaining agreement herein set forth, assistant supervisors, technical or non-manual employees including, but not limited to executives, office and clerical personnel, drafters, engineers, timekeepers, messengers, or any other employees above the classification of general foreman who perform administrative/clerical functions.

2.8. Covered Work does not include operations or maintenance work.

### 3. SUBCONTRACTING

3.1. Contractor agrees that it will subcontract Covered Work only to a person, firm, or corporation who is or becomes signatory to this Work Site Agreement and/or becomes signatory to the appropriate Master Agreement. The Employer or subcontractor agrees to adhere to the appropriate Master Agreement under this provision only for the life of the appropriate Master Agreement to the extent this Agreement is applicable consistent with Section 2.25 of the Master Agreement. Any Employer performing Covered Work on the Project shall, as a condition to working on the Project, adhere to and perform all work under the terms of this Agreement and/or the appropriate Master Agreement as herein provided. Before being authorized to perform any Covered Work, Employers shall become a party to this Agreement by signing an Agreement to Be Bound, which is provided as Attachment A to this Agreement. Every Employer shall notify the Unions in writing within three business days after it has subcontracted work, and shall at the same time provide to the Unions a copy of an Agreement to Be Bound executed by the Employer.

3.2. Nothing in this Agreement shall in any manner whatsoever limit the rights of Contractor, or any other Employer, to subcontract work or to select its contractors or subcontractors, provided, however, that all Employers, at all tiers, performing Covered Work shall be required to comply with the provisions of this Agreement. Contractor shall notify each of its subcontractors of the provisions of this Agreement and require as a condition precedent to the award of any construction contract or subcontract for Covered Work or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers become signatory to this Agreement and adhere to the terms of the Master Agreement as provided under this Agreement. If any Employer fails to provide the Union with the Agreement to Be Bound executed by its subcontractor, that Employer shall be liable for any contributions to any trust funds that the subcontractor, or any subcontractor to that subcontractor, fails to make.

### 4. WAGES. BENEFITS. HOURS OF WORK. SHIFT WORK. HOLIDAYS

4.1.1. All employees covered by this Agreement (including foremen and general foremen if they are covered by a Master Agreement) shall be classified and paid wages, and contributions made on their behalf to multi-employer trust funds, all

in accordance with the appropriate Master Agreement.

- 4.2. Notwithstanding the terms of the appropriate Master Agreement the standard work day shall consist of eight (8) hours of work between 6:00 a.m. and 5:30 p.m. with one-half hour designated as an unpaid period for lunch. Breaks will be allowed in accordance with Federal/State Law. Notwithstanding the terms of the appropriate Master Agreement, the standard work week shall be five (5) consecutive days starting on Monday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.
- 4.3. Notwithstanding the terms of the appropriate Master Agreement, it is recognized by the parties to this Agreement that the standard work week may not be desirable or cost effective for the Project, and other arrangements for hours of work may be considered. Such proposed modifications to the standard work week will be established with the consent of the Contractor and the appropriate Union.
- 4.4. Notwithstanding the terms of the appropriate Master Agreement, shifts may be established when considered necessary by the Employer. Shift hours will be as follows: First shift will be eight (8) hours pay for eight (8) hours worked, plus one-half hour unpaid lunch period, second shift will be eight (8) hours pay for seven and one half (7 1/2) hours worked, plus the shift differential set forth in the appropriate Master Agreement.
- 4.5. Notwithstanding the terms of the appropriate Master Agreement, four (4) day ten (10) hour per day work week may be established by the Employer. Forty (40) hours per week constitutes the work week Monday through Thursday. Hours beyond ten (10) will be paid at the double time rate and overtime on Friday will be paid at time and one-half for the first eight (8) hours; hours beyond eight (8) will be paid at the rate established in the Master Agreement, not to exceed double the applicable straight time rate of pay. There shall be no make-up days.
- 4.6. Notwithstanding the terms of the appropriate Master Agreement, the Employer may establish two four (4) day ten (10) hour per day shifts at the straight time rate of pay Monday through Thursday. The first shift shall be ten (10) hours pay for ten (10) hours worked at the regular straight time hourly rate, exclusive of thirty (30) minute unpaid meal period. The second shift shall be ten (10) hours pay for ten (10) hours worked plus the shift differential set forth in the appropriate Master Agreement.
- 4.7. There will be no pyramiding of overtime rates.
- 4.8. Notwithstanding the terms of the appropriate Master Agreement, recognized holidays shall be as follows: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. Under no circumstances shall any work be performed on Labor Day except in cases of emergency involving life or property. In the event a holiday falls on Saturday, the previous day, Friday, shall be observed as such holiday. In the event a holiday falls

on Sunday, the following day, Monday, shall be observed as such holiday. There shall be no paid holidays. If employees are required to work on a holiday, they shall receive the appropriate rate as provided in the appropriate Master Agreements not to exceed double the straight time rate of pay. Work on Labor Day requires the prior approval of the Business Manager of the applicable Union. The listed holidays may be modified by mutual agreement of the Primary Employer and the Unions.

- 4.9. Employees performing Covered Work dispatched off the Helper/CE/CW Book shall, at a minimum, receive wages and benefits as specified in Appendix "B".

## 5. UNION RECOGNITION AND REFERRAL

- 5.1. The Employers recognize the Unions signatory to this Agreement as the sole and exclusive collective bargaining agents for its construction craft employees performing Covered Work for the Project, and further recognize the traditional and customary craft jurisdiction of the Unions, to the extent permitted by applicable law.
- 5.2. All employees performing Covered Work shall be or shall become and then remain members in good standing of the Union as a condition of employment on or before the eighth (8th) day of employment, or the eighth (8th) day following the execution of this Agreement, whichever is later, to the extent permitted by applicable law.
- 5.3. The Unions shall be the source of all craft employees for Covered Work for the Project. Employers agree to be bound by the hiring and layoff practices of the Unions, including hiring of apprentices, and to utilize its registration facilities and referral systems. Notwithstanding this provision, Contractor shall have the right to determine the competency of all referrals; determine the number of employees required, determine the selection of employees to be laid-off and reject any applicant referred by the Unions.
- 5.4. The Unions along with the Employers will exert best efforts to recruit sufficient numbers of skilled and qualified craft employees to fulfill the requirements of each Employer. The Unions and the Employers agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, age, pregnancy, any genetic information or any other protected classification protected by law or regulation. Employers and the Union agree that they will not require any employee or applicant to submit to genetic testing or non-job related medical inquiries, unless otherwise provided by applicable law.
- 5.5. NV Energy has always stressed the importance of local hiring on any construction project. Local hiring brings a sense of community to the initiative and supports the local economy in which it is doing business. In continuance of that initiative, the parties agree that hiring will be from the Union's book for the geographic area, to the extent permitted by applicable law.



- 5.6. In the event the referral facilities maintained by the Unions do not refer the employees as requested by the Employer within a forty-eight (48) hour period after such requisition is made by the Employer (Saturdays, Sundays and Holidays excepted), the Employer may employ applicants from any source.
- 5.7. Employers may utilize the workmen dispatched from the Helper/CE/CW Books described in Appendix "B" to the extent permitted by applicable law. These workmen may be used for all work involving installation and material/trash distribution/removal. Installation Crews shall be setup in teams of 1 Foreman, 3 Apprentices, and 3 Helpers. Material Distribution Crews and Trash Crews shall have at least 1 (JW) foreman and any combination of Apprentices, Helpers/CE/CW, and Material Expeditors not exceeding a crew size of 15 workmen. Once the [identify key work] are installed, any further work downstream of this identified work will be performed by either Apprentices or Journeymen as per the Master Agreement. A foreman is required on any job with (3) or more workmen and may supervise up to (15) workmen including himself/herself.

If there are insufficient apprentices available or if they are unwilling to dispatch, the Employers may utilize the workmen dispatched from the Helper/CE/CW Books

## 6. STRIKES AND LOCKOUTS

- 6.1. During the term of this Agreement, the Union, agrees that it shall not (and that it shall not cause its agents, officers, members, representatives and employees) to incite, encourage, condone or participate in any strike, walkout, slowdown, sit-down, stay in, boycott, sympathy strike, picketing, hand billing or other work stoppage for any cause whatsoever with respect to this Project; and it is expressly agreed that any such action is in violation of this Agreement. In the event of a violation of this provision, any Contractor and/or Employer shall be entitled to seek relief in court, specifically including injunctive relief, to restrain any such action on the part of the Unions, and/or any of their agents, officers, members, representatives or employees, in addition to the Liquidated Damages for violation of Section 1.5 and/or 6.1 and/or 6.2 of this Agreement.
- 6.2. Upon written notice of a violation to the Union and its' officers, and their agents, representatives, employees, members and persons acting in concert with it, the Union shall take immediate action and will use its best efforts to prevent, end or avert any such activity or the threat thereof by any of its agents, officers, members, representatives or employees, either individually or collectively, including but not limited to, publicly disavowing any such action and ordering all such agents, officers, representatives, employees or members who participate in such unauthorized activity to cease and desist from same immediately and to return to work and comply with its orders. Nothing in this Agreement shall be construed to limit or restrict the right of any of the Contractors and the Employers subject to this Agreement to pursue fully any and all remedies available under law or under this Agreement in the event of a violation of this Article 6, including termination

of this Agreement.

- 6.3. The parties agree that to the extent a Master Agreement provisions apply to this Project, it shall continue to apply only throughout the duration of the Project notwithstanding the expiration of that Master Agreement for all affected Employers on this Project.
- 6.4. Contractor nor any other Employer shall incite, encourage or participate in any lockout or cause to be locked out any employee covered under the provisions of this Agreement. The term "lockout" does not refer to the discharge, termination or layoff of employees by any Employer for any reasons in the exercise of its rights as set forth in any provision of this Agreement, nor does "lockout" include a decision by Contractor or any Employer to terminate or suspend work on the Project Site or any portion thereof for any reason other than a labor dispute.
- 6.5. Notwithstanding the provisions of Section 6.1, it is agreed that the Union retains the right to withhold the services of its members from a particular Employer who fails to make timely payments to the Union's benefit plans, or fails to timely pay its weekly payroll, in accordance with the appropriate Master Agreement; provided, in the event the Union or any of its members withholds their services from such Employer, Contractor shall have the right to replace such Employer with any other Employer who executes the Agreement To Be Bound. The Union shall not withhold the services of its members under this provision without first giving Contractor and the individual Employer alleged to be delinquent in its payments at least five (5) business days' prior written notice, in the case of payroll delinquencies, and ten (10) business days' prior written notice, in the case of benefit fund delinquencies, and an opportunity to cure the delinquency by tendering payment to the relevant employees or trust funds.

## 7. GRIEVANCE PROCEDURE

- 7.1. It is mutually agreed that any question arising out of and during the term of this Agreement involving interpretation and application of this Agreement shall be considered a grievance. Any grievances involving interpretation and application of this Agreement will be governed by this Agreement's grievance procedure as set forth below. Any grievances involving interpretation and application of the Master Agreement will be governed by the Master Agreement's grievance procedure, unless the term in dispute relates to the terms of this Agreement.
- 7.2. Contractor and any Employer, as well as the Union, may bring forth grievances under this Article.
- 7.3. A grievance shall be considered null and void if not provided in writing to Employer(s) within five (5) working days after the incident that initiated the alleged grievance occurred or was discovered, whichever is later. The term "working days" as used in this Article shall exclude Saturdays, Sundays or holidays regardless of whether any work is actually performed on such days.

- 7.4. Grievances shall be settled according to the following procedure, except that grievances that do not involve an individual grievant shall be discussed by, the Employer and the Union, and then, if not resolved within five (5) working days of written notice unless extended by mutual consent, shall be resolved in accordance with the procedure as it commences at Step 4:
- 7.5. Step 1. The steward and the grievant shall attempt to resolve the grievance with the Employer's supervisor within five (5) working days after the grievance has been brought to the attention of the Employer.
- 7.6. Step 2. In the event the matter remains unresolved in Step 1 above after five (5) working days, within five (5) working days after notice to the Union, the alleged grievance, in writing, may then be referred to the Business Manager of the Union and the Labor Relations representative of the Employer for discussion and resolution. A copy of the written grievance shall also be mailed/e-mailed to Contractor.
- 7.7. Step 3. In the event the matter remains unresolved in Step 2 above after five (5) working days, within five (5) working days, the alleged grievance, in writing, may then be referred to the Business Manager of the Union and the Manager of Labor Relations of the Contractor or the Manager's designated representative and EPC as for discussion and resolution.
- 7.8. Step 4. If the grievance is not settled in Step 3 within five (5) working days, within five (5) days thereafter, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties. The request for arbitration and/or the request for an extension of time must be in writing to the Employer, with a copy to Contractor. Should the parties be unable to mutually agree on the selection of an arbitrator, the parties shall obtain a list of seven (7) labor arbitrators with construction experience from the Federal Mediation and Conciliation Service. The parties shall alternately strike names from the list of names on the list until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall alternate between the party bringing forth the grievance and the party defending the grievance. The Employer shall keep a record of the sequence and shall notify the parties to the grievance as to which party has the right to strike a name first.
- 7.9. The selected arbitrator ("Arbitrator") shall conduct a hearing at which the parties to the grievance shall be entitled to present testimonial and documentary evidence. Hearings will be transcribed by a certified court reporter. The parties shall be entitled to file written briefs after the close of the hearing and receipt of the transcript.
- 7.10. Upon expiration of the time for the parties to file briefs, the Arbitrator shall issue a written decision that will be served on all parties and on the Contractor. The Arbitrator shall have the authority to utilize any equitable or legal remedy to prevent and/or cure any breach or threatened breach of this Agreement. The Arbitrator's decision shall be final and binding as to all parties' signatory to this

Agreement. No arbitration decision or award under this Article may provide retroactive relief of any kind exceeding fifteen (15) calendar days prior to the date the grievance was first initiated at Step 1. The Arbitrator shall have the authority to grant reasonable attorney's fees and costs to the prevailing party.

- 7.11. The cost of the Arbitrator and the court reporter, and any cost to pay for facilities for the hearing, shall be borne equally by the parties to the grievance, unless otherwise determined by the Arbitrator. Otherwise, all other costs and expenses in connection with the grievance hearing shall be borne by the party who incurs them.
- 7.12. The Arbitrator's decision shall be confined to the issue(s) posed by the grievance and the Arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any provision of this Agreement. Any party to a grievance may invite Contractor to participate in resolution of a grievance. Contractor may, at its own initiative, participate in Steps 1 through 3 of the grievance procedure.
- 7.13. In determining whether the time limits of Steps 2 through 4 of the grievance procedure have been met, a written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or e-mailed within the five (5) working day period. Any of the time periods set forth in this Article may be extended in writing by mutual consent of the parties to the grievance, and any written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or e-mailed during the extended time period.
- 7.14. For purposes of e-mailed copies of grievances to the Contractor it can be sent to the following e-mail address: [cthompson@rosendin.com](mailto:cthompson@rosendin.com)

## 8. MANAGEMENT RIGHTS

- 8.1. Except as expressly limited by the specific provisions of this Agreement, the Contractor and/or Employer retains full and exclusive authority for the management of the Project including, but not limited to: the right to direct the work force, including determination as to the number to be hired and the qualifications therefore; the number assigned to any specific work, the promotion, transfer, layoff of employees; the discipline or discharge of employees; the type of equipment to be used, the assignment and schedule of work; the promulgation of reasonable Project work rules; safety rules, drug and alcohol policies pursuant to Section 10.9 and the requirement, timing and number of employees to be utilized for Covered Work. Except as provided in the appropriate Master Agreement, no rules, customs, or practices which limit or restrict productivity or efficiency of the individual, and/or joint working efforts with other employees shall be permitted or observed. The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically covered by this Agreement.
- 8.2. There shall be no limitations or restriction upon Contractor's and/or Employer's choice of materials, techniques, methods, technology or design, or, regardless of source (including but not limited to country source of origin) or location, upon the

use and installation of equipment, machinery, package units, pre-cast, prefabricated, prefinished, or preassembled materials of any kind, tools, or other labor-saving devices. The Union shall cause such material and equipment to be installed without incident.

- 8.3. In recognition of the dynamic nature of the power industry, the parties agree that Contractor and/or Employer may apply new technologies to the Project as they are developed, (including technological advances in the construction of power plants) even if such application results in a reduction of the amount of labor on the Project.
- 8.4. All construction equipment assigned by a Contractor and/or Employer to the Project shall be under the control of the Employer. The Contractor and/or Employer shall have the right to approve how many pieces of construction equipment an individual shall operate.
- 8.5. Contractor and/or Employer retains the right to deny access to the Project to any employee on the basis of violating Contractor's and/or Employer's safety processes and procedures, including, but not limited to, workplace drug and alcohol policies.

## 9. SUCCESSORSHIP AND SURVIVABILITY

- 9.1. The contracting and/or subcontracting obligations described in Article 3 are independent obligations of Contractor and/or Employer which shall survive any full or partial termination of Contractor and/or Employer's involvement in the Project for any reason, including, without limitation: (i) any full or partial termination or transfer of Contractor's right to control and coordinate construction work on the Project (ii) any full or partial termination or transfer of a contract, if any, between Contractor and any Owner for any Covered Work; (iii) the transfer of all or any portion of the Project or any interest in the Project by any Owner; or (iv) any other event that results in the replacement of Contractor with another contractor. Notwithstanding any of the foregoing, the parties acknowledge that the contracting and/or subcontracting obligations, this Agreement and any applicable Master Agreement shall not survive the completion of the Project in accordance with Section 11.1 of this Agreement, and shall have no application and not survive with respect to the operation and maintenance of the Project.
- 9.2. The parties agree that: (i) if Contractor involvement in the Project is terminated and (ii) Covered Work is performed by a Contractor and/or Employer or subcontractor that is not in compliance with the provisions of Article 3, then the Owner shall pay liquidated damages, as set forth on Attachment B.
- 9.3. Upon execution and delivery of an agreement assuming all the obligations of this Agreement and determination by the Union that the successor is no less financially responsible than the Contractor, the Owner shall be released from liability for the payment of liquidated damages under this Article 9 and shall have no liability for any breach of this Agreement by a successor Employer or contractor. A successor shall be considered financially responsible if the Unions, in the exercise of its'

reasonable judgment, determine that the successor is financially capable of completing the Project and complying with the obligations and undertakings of Contractor under this Agreement, including any obligation to pay liquidated damages under this Article 9.

- 9.4. This Article shall be enforceable in any court of competent jurisdiction, and shall not be subject to the grievance procedure.

## 10. GENERAL PROVISIONS

- 10.1. If any article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the executive legislative, judicial or administrative branch of the federal or state government, the Employers and the Union shall suspend the operation of such article or provisions during the period of its invalidity and shall substitute by mutual consent, in its place and stead, an article or provision which will satisfy the objections to its validity and which, to the greatest extent possible, will be in accord with the intent and purpose of the article or provision in question.
- 10.2. If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law, or by any of the above-mentioned tribunals of competent jurisdiction, the remainder of the Agreement or application of such article or provision to persons or circumstances other than to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.
- 10.3. Except as enumerated in this Agreement, all other terms and conditions of employment described in the appropriate Master Agreement that are in effect shall apply.
- 10.4. The provisions of this Agreement shall take precedence over conflicting provisions of the appropriate Master Agreement.
- 10.5. The Unions agree that each covered employee will be required to be at his or her work station and ready to begin work at the designated starting times. The parties to this Agreement support a pay arrangement that provides for the covered employee to be at his or her work station and ready to work at the start of this shift without compensation for the time traveled to his or her workstation however the parties to this Agreement further agree that employees will be compensated at the appropriate hourly rate of pay for reasonable travel time back to their vehicles from the workstation.
- 10.6. Each person executing this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of the party or parties indicated.
- 10.7. Rights of Owner. Nothing in this Agreement shall be construed as limiting the Owner, in its sole discretion at any time to terminate, delay, cease, or suspend construction activities, in whole or part, on this Project and/or shut down the Project Site or any part thereof for reason other than a labor dispute without any

- liability whatsoever, except for liability incurred prior to such action.
- 10.8. This Agreement may be executed in counterparts.
- 10.9. The Contractors and the Unions strongly support a drug free work environment on each of its projects. To that end, the parties agree that Owner's drug testing policies shall be applied to the Project by each Contractor and/or Employer on the site to the extent permitted by applicable law. Specifically, that policy includes pre-employment drug testing prior to starting work on the site, random drug testing on the worksite once employed and drug testing following any industrial accident resulting in an injury or any damage to Employer or the property of the Project. Should Contractor require a pre-employment drug test of the employee(s) of the signatory Contractor and/or Employer as noted above, and the employee(s) (through the signatory Employer) will be paid one (1) hour show up pay if he successfully passes the pre-employment drug test. Should an employee(s) initial test be deemed inconclusive and require further testing that employee(s) shall be paid two (2) hour waiting time per day upon successfully passing the pre-employment drug testing. This pay provision shall only apply to pre-employment drug tests.
- 10.10. A pier diem rate of eighty dollars (\$80) per day worked shall be applied, if the project is more than 90 miles from the Washoe County Court House for all Journeyman and Apprentices dispatched from Local 401. In lieu of the provisions of the Inside Construction Master Agreement, Section 2.04 and Schedule "B" ZONE RATES shall not apply throughout the term of the Project and that no zone pay shall be payable when workers are ordered to report directly to a jobsite. Any other references to Zone Pay in the Inside Construction Master Agreement shall not apply.
- 10.11. Any notices required under this Agreement shall be given to the entities set forth below. Either party may notify the other in writing if its person designated to receive notice is changed.

To OWNER:

Kevin Donegan  
Vice President  
Cypress Creek Renewables, LLC  
5310 S. Alston Avenue, Bldg 300  
Durham, North Carolina 27713  
Email: [Kevin.donegan@ccrenew.com](mailto:Kevin.donegan@ccrenew.com)  
Phone: 603-819-3324

To CONTRACTOR:

Cliff Thompson  
Sr. Vice President, Field Operations  
1730 South Anaheim Way  
Anaheim Way, CA 92805  
cthompson@rosendin.com  
657-276-0600

To the UNIONS

IBEW Local 401  
Jacob Haas  
Business Manager  
2713 E. 4<sup>th</sup> Street  
Reno, Nv. 89512  
IBEW401@gbis.com  
775-329-2566

IBEW Local 1245  
Tom Dalzell  
Business Manager  
P.O. Box 2547  
Vacaville, CA 95696  
tmd9@ibew1245.com  
707-452-2704

With a copy to:

Ryan Bellows  
Director, Labor Relations  
NV Energy  
6100 Neil Road  
Reno, NV 89511  
rbellows@nvenergy.com  
775-834-5716

## 11. TERM OF AGREEMENT

- 11.1. The term of this Agreement shall commence on the date the Agreement is executed between Contractor and Owner for the Project regarding this Project as identified in Section 1.2, and shall continue in effect until completion of all Covered Work of the Project pursuant to Article 2.

SIGNATURE PAGE FOLLOWS



IN WITNESS WHEREOF, the Parties have caused this Work Site Agreement to be executed and effective as of May 1, 2018.

CYPRESS CREEK EPC, LLC

By: Peter Farlekas

Its: President

IBEW LOCAL 401

DocuSigned by:

*Jacob Haas*

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By: Jacob Haas

Its: Business Manager

ROSENDIN ELECTRIC, INC

DocuSigned by:

*Cliff Thompson*

FBE44F1B77EF40D...

By: Cliff Thompson

Its: Sr. Vice President, Field Operations

IBEW LOCAL 1245

DocuSigned by:

*Tom Dalzell*

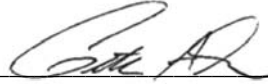
196F9A64DE5B479...

By: Tom Dalzell

Its: Business Manager

IN WITNESS WHEREOF, the Parties have caused this Work Site Agreement to be executed and effective as of May 1, 2018.

CYPRESS CREEK EPC, LLC



By: Peter Farlekas

Its: President

IBEW LOCAL 401



By: Jacob Haas

Its: Business Manager

ROSENDIN ELECTRIC, INC



By: Cliff Thompson

Its: Vice President

IBEW LOCAL 1245



By: Tom Dalzell

Its: Business Manager

**ATTACHMENT A**  
**AGREEMENT TO BE BOUND**

**Battle Mountain Solar Project**

The undersigned hereby certifies and agrees that:

1.) It is an Employer as that term is defined in Section 1.4 of the NV ENERGY RENEWABLE ENERGY PROJECT Work Site Agreement (“Agreement”) because it has been, or will be, awarded a contract or subcontract to assign, award or subcontract Covered Work on the Project (as defined in Sections 1.2 and Article 2 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

2.) In consideration of the award of such contract or subcontract, and in further consideration of the promises made in the Agreement and all attachments thereto (a copy of which was received and is hereby acknowledged), it accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto.

3.) If it performs Covered Work, it will be bound by the legally established trust agreements designated in the appropriate Master Agreements, and hereby authorize the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds, and hereby ratifies and accepts the trustees so appointed as if made by the undersigned.

4.) It has no commitments or agreements that would preclude its full and complete compliance with the terms and conditions of the Agreement.

5.) It will secure a duly executed Agreement To Be Bound, in form identical to this document, from any Employer(s) at any tier or tiers with which it contracts to assign, award, or subcontract Covered Work, or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

DATED: \_\_\_\_\_ Name of Employer \_\_\_\_\_

\_\_\_\_\_  
(Authorized Officer & Title)

\_\_\_\_\_  
(Address)

**ATTACHMENT B  
SCHEDULE OF LIQUIDATED DAMAGES  
FOR BOTH PARTIES**

**WORK SITE AGREEMENT  
Battle Mountain Solar Project**

1. Strikes, Hand Billing and other Labor Actions: In the event the Union violates the terms of Section 6.1, 6.2 and 6.3 of the Work Site Agreement, including without limitation, by interfering with the Project or by supporting a strike or other labor disturbance or action at the work site, then the Union shall be jointly and severally liable for an amount equal to twenty thousand dollars (\$20,000) for each day in which the Union is in violation of the terms of Sections 1.5 and/or 6.1.

2. Failure of Successor to Assume. In the event Contractor fails to cause its successor to assume the Work Site Agreement,

Contractor shall pay an amount equal to the journeyman electrician's or journeyman lineman's total compensation, as applicable, for each hour that work was performed on the Project within the scope of this Agreement by employees of contractors or subcontractors who are not signatory to this Agreement as follows:

Fifty Percent (50%) per hour to the qualified pension plan and Fifty Percent (50%) per hour to the qualified health and welfare plan

of the Union(s) performed by the contractor(s) or subcontractor(s) not signatory to this Agreement. The parties agree that the Union shall enforce, collect and receive the liquidated damages described herein on behalf of its qualified pension plan and its qualified health and welfare plan. The qualified pension plans and the qualified health and welfare plans shall have no right to independently enforce the provisions of this Agreement.

3. The liability of the Owner, Contractor, any Employer and/or the Union if any, under this Agreement shall be several and not joint. Neither the Owner, Contractor nor any contractor shall be liable for any violations of this Agreement by any other contractor or subcontractor; and the Union shall not be liable for any violations of this Agreement by any other Union or party.
4. In no event shall Owner, Contractor or Unions' liability for violation of this Agreement exceed \$1,000,000 (one million dollars).

Appendix "B"  
Construction Electrician / Construction Wiseman  
Wage and Fringe Benefits  
JANUARY 1, 2018  
Northern California / Nevada Region

The minimum hourly rate of wages shall be as follows:

Inside Journeyman	per the work site Local Inside CBA
Inside Journeyman Foreman	per the work site Local Inside CBA
Inside Journeyman General Foreman	per the work site Local Inside CBA
Inside Foreman Apprentice	per the work site Local Inside CBA

CE/CW Classifications		Wage	Health & Welfare	NEBF (3% of wages)	NLMCC	Training [JATC]	AMF	Total Package
Construction Electrician Level 2, (Lead/Foreman]	(110%)	30.12	5.75	0.90	0.01	0.85	0.15	37.78
Construction Electrician Level 2, (9,001 hrs. and above)		27.38	5.75	0.82	0.01	0.85	0.15	34.96
Construction Electrician Level 1, (8,001 - 9,000 hrs.)	(80%)	21.90	5.75	0.66	0.01	0.85	0.15	29.32
Construction Wiseman Step 6 (7,001 - 8,000 hrs.)	(70%)	19.17	5.75	0.58	0.01	0.85	0.15	26.51
Construction Wiseman Step 5 (6,001 - 7,000 hrs.)	(60%)	16.43	5.75	0.49	0.01	0.85	0.15	23.68
Construction Wiseman Step 4 (5,001 - 6,000 hrs.)	(55%)	15.06	5.75	0.45	0.01	0.85	0.15	22.27
Construction Wiseman Step 3 (4,001 - 5,000 hrs.)	(50%)	13.69	5.75	0.41	0.01	0.85	0.15	20.86
Construction Wireman Step 2 (3,001 - 4,000 hrs.)	(45%)	12.32	5.75	0.37	0.01	0.85	0.15	19.45
Construction Wiseman Step 1 (0 - 3,000 hrs.)	(42%)	11.50	5.75	0.35	0.01	0.85	0.15	18.61

1. Maintenance of Health and Welfare Benefits shall be maintained by the employer.
2. All trust contributions shall be paid on hours worked.
3. Apprenticeship contributions shall be paid to the Coca! Union where the work is being performed.
4. Percentage calculations are calculated on total gross pay, not the hourly wage rate
5. Working assessments will be 3% of gross wages and shall be paid to the Local Union where the work is being performed.
6. COLA increase

\* This wage sheet has been modified to meet the minimum wage requirement in the State of California.

## EXHIBIT 22

### REACTIVE CAPABILITY CURVES

Inverter:	SC 2200-US
Nominal Power (kVA)	2200

Reactive Power Capability Curve - SC 2200-US @ 25°C and 1 pu Voltage



Temperature (°C)	25
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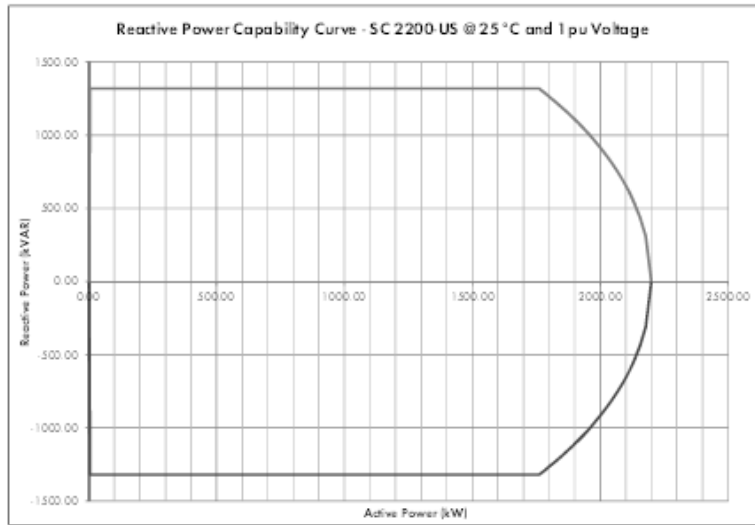
Temperature should be within Inverter Operating Range (-25°C to 60°C)

Maximum Power (kVA)	2200.00
---------------------	---------

(Inverter Maximum Power at specified Temperature)

Voltage	1.00
---------	------

	Power Factor	kVAR	kW	kW (pu)
Under Excited -Q, PF, Inductive PF, Absorbing KVAR	0.00	0.00	0.00	0.00
	0.05	-1320.00	5.00	0.05
	0.80	-1320.00	1760.00	0.80
	0.81	-1290.15	1762.00	0.81
	0.82	-1259.20	1804.00	0.82
	0.83	-1227.08	1826.00	0.83
	0.84	-1193.69	1848.00	0.84
	0.85	-1158.92	1870.00	0.85
	0.86	-1122.65	1892.00	0.86
	0.87	-1084.71	1914.00	0.87
	0.88	-1044.94	1936.00	0.88
	0.89	-1003.11	1958.00	0.89
	0.90	-958.96	1980.00	0.90
	0.91	-912.14	2002.00	0.91
	0.92	-862.22	2024.00	0.92
	0.93	-808.63	2046.00	0.93
	0.94	-750.58	2068.00	0.94
	0.95	-686.95	2090.00	0.95
	0.96	-616.00	2112.00	0.96
	0.97	-534.83	2134.00	0.97
Over Excited +Q, +PF, Leading PF, Producing KVAR	0.98	-437.79	2156.00	0.98
	0.99	-310.35	2178.00	0.99
	1.00	0.00	2200.00	1.00
	0.99	310.35	2178.00	0.99
	0.98	437.79	2156.00	0.98
	0.97	534.83	2134.00	0.97
	0.96	616.00	2112.00	0.96
	0.95	686.95	2090.00	0.95
	0.94	750.58	2068.00	0.94
	0.93	808.63	2046.00	0.93
	0.92	862.22	2024.00	0.92
	0.91	912.14	2002.00	0.91
	0.90	958.96	1980.00	0.90
	0.89	1003.11	1958.00	0.89
	0.88	1044.94	1936.00	0.88
	0.87	1084.71	1914.00	0.87
	0.86	1122.65	1892.00	0.86
	0.85	1158.92	1870.00	0.85
	0.84	1193.69	1848.00	0.84
	0.83	1227.08	1826.00	0.83
	0.82	1259.20	1804.00	0.82
	0.81	1290.15	1782.00	0.81
	0.80	1320.00	1760.00	0.80
	0.05	1320.00	5.00	0.05
	0.00	0.00	0.00	0.00



SMA America Private / Proprietary / Subject to NDA

## EXHIBIT 22

### REACTIVE CAPABILITY CURVES

Inverter:	SC 2200-US
Nominal Power [kVA]:	2200

Reactive Power Capability Curve - SC 2200-US @ 35°C and 1pu Voltage



Temperature [°C]:	35
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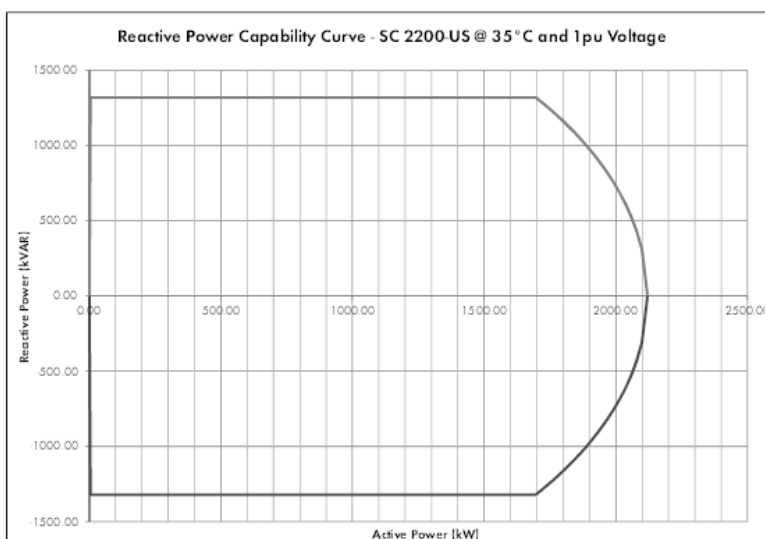
[Temperature should be within Inverter Operating Range [-25°C to 60°C]]

Maximum Power [kW]:	2120.00
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[Inverter Maximum Power at specified Temperature]

Voltage:	1.00
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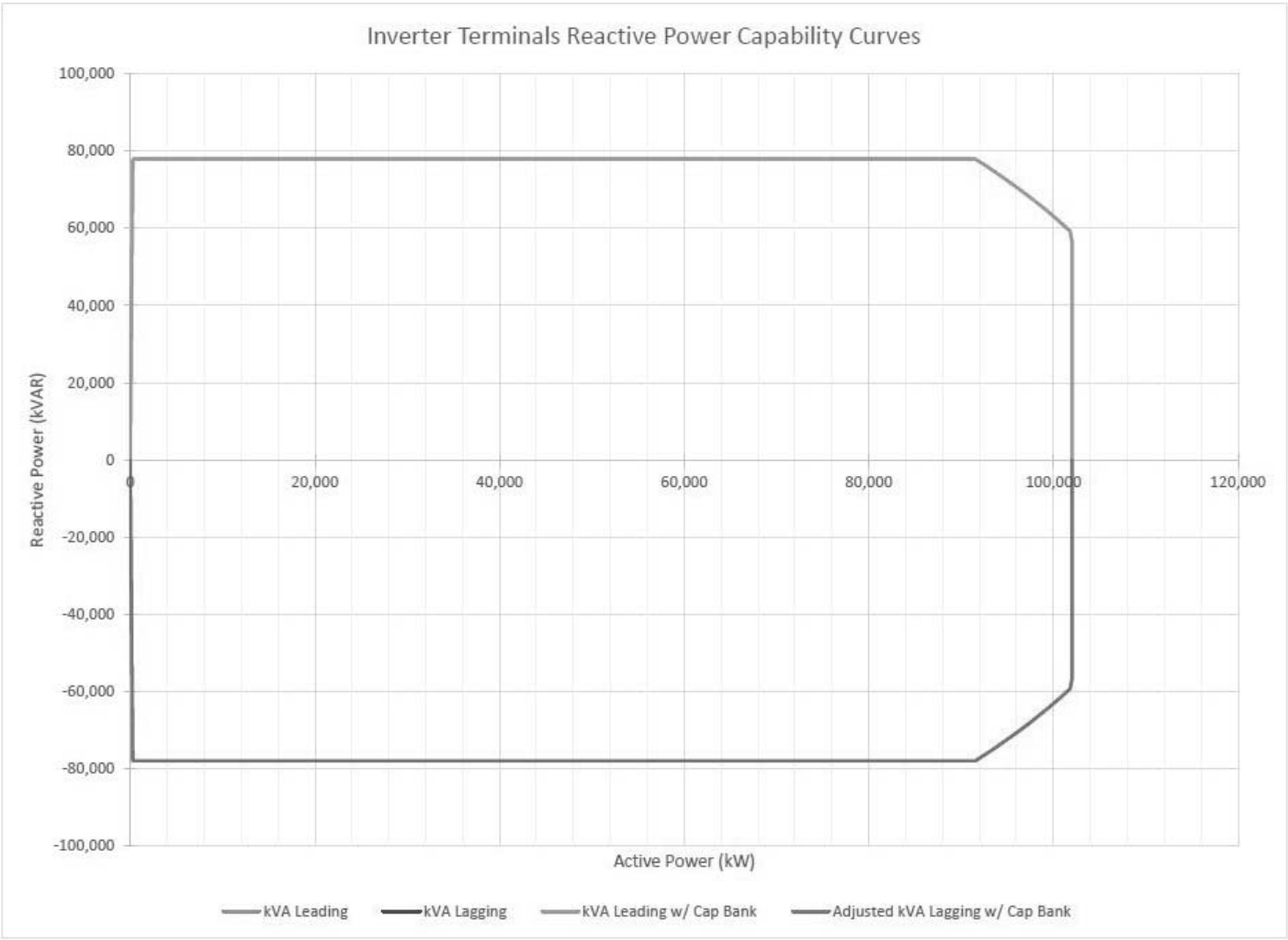
	Power Factor	kVAR	kW	kW [pu]
Under Excited -Q, PF, Inductive PF, Absorbing KVAR	0.00	0.00	0.00	0.00
	0.05	-1320.00	5.00	0.05
	0.80	-1320.00	1696.00	0.77
	0.81	-1290.15	1717.20	0.78
	0.82	-1259.20	1738.40	0.79
	0.83	-1227.08	1759.60	0.80
	0.84	-1193.69	1780.80	0.81
	0.85	-1158.92	1802.00	0.82
	0.86	-1122.65	1823.20	0.83
	0.87	-1084.71	1844.40	0.84
	0.88	-1044.94	1865.60	0.85
	0.89	-1003.11	1886.80	0.86
	0.90	-958.96	1908.00	0.87
	0.91	-912.14	1929.20	0.88
	0.92	-862.22	1950.40	0.89
	0.93	-808.63	1971.60	0.90
	0.94	-750.58	1992.80	0.91
	0.95	-686.95	2014.00	0.92
	0.96	-616.00	2035.20	0.93
	0.97	-534.83	2056.40	0.93
Over Excited -Q, +PF, Leading PF, Producing KVAR	0.98	-437.79	2077.60	0.94
	0.99	-310.35	2098.80	0.95
	1.00	0.00	2120.00	0.96
	0.99	310.35	2098.80	0.95
	0.98	437.79	2077.60	0.94
	0.97	534.83	2056.40	0.93
	0.96	616.00	2035.20	0.93
	0.95	686.95	2014.00	0.92
	0.94	750.58	1992.80	0.91
	0.93	808.63	1971.60	0.90
	0.92	862.22	1950.40	0.89
	0.91	912.14	1929.20	0.88
	0.90	958.96	1908.00	0.87
	0.89	1003.11	1886.80	0.86
	0.88	1044.94	1865.60	0.85
	0.87	1084.71	1844.40	0.84
	0.86	1122.65	1823.20	0.83
	0.85	1158.92	1802.00	0.82
	0.84	1193.69	1780.80	0.81
	0.83	1227.08	1759.60	0.80
	0.82	1259.20	1738.40	0.79
	0.81	1290.15	1717.20	0.78
	0.80	1320.00	1696.00	0.77
	0.05	1320.00	5.00	0.05
	0.00	0.00	0.00	0.00



SMA America Private / Proprietary/ Subject to NDA

**EXHIBIT 22**

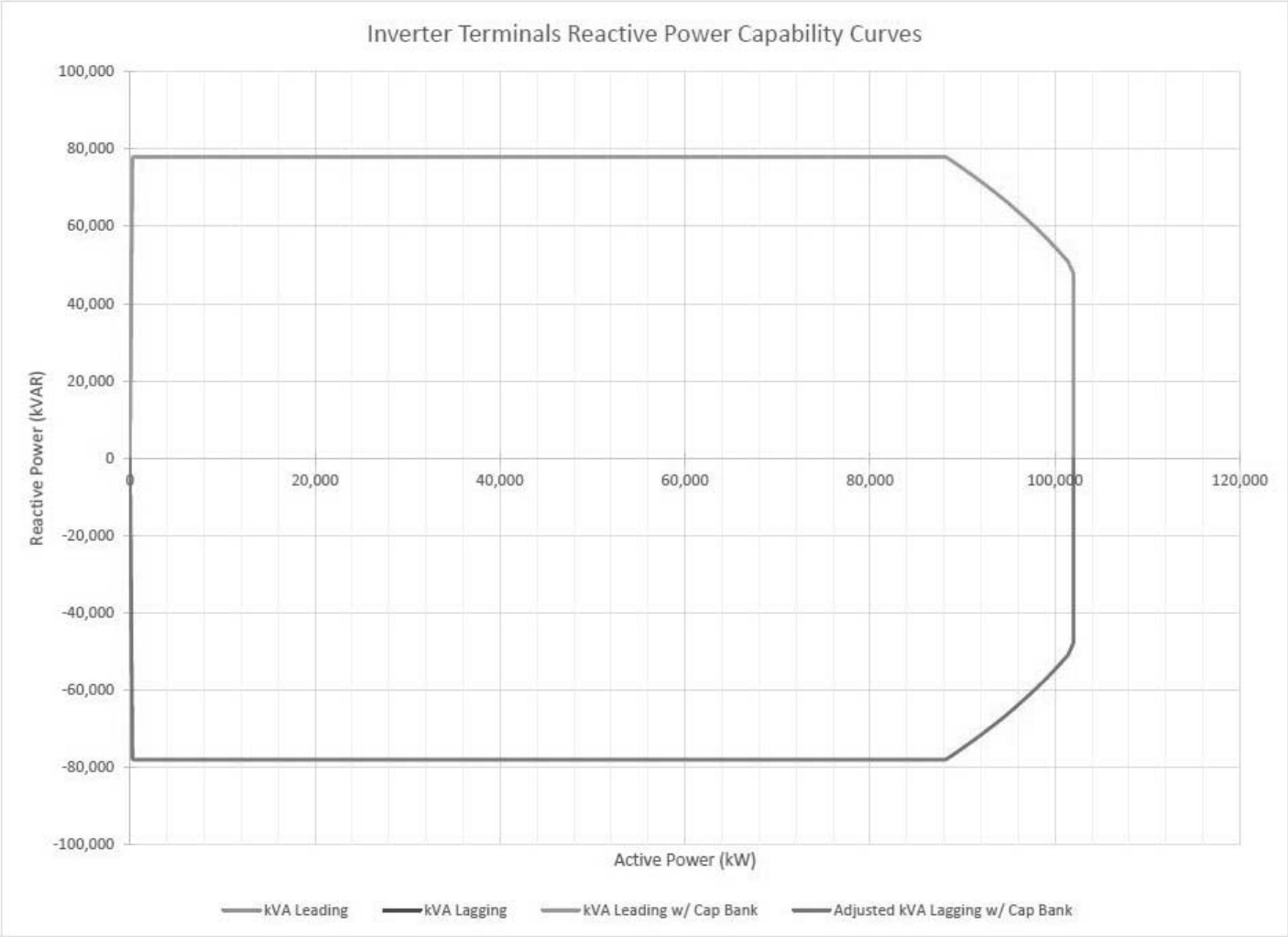
**REACTIVE CAPABILITY CURVES**





**EXHIBIT 22**

**REACTIVE CAPABILITY CURVES**



**EXHIBIT 23**

**APPROVED VENDORS LIST**

[To be provided by Buyer]

## **EXHIBIT 24**

### **OPERATING PROCEDURES**

The operating guidelines of the Generation Facility and Energy Storage Facility will be defined herein. The main operations are broken into two parts: Charging Notice and Discharging Notice. Final Operating Procedures for the Facilities will be mutually developed and agreed upon within 90 days of the Operation Date. The procedures will be periodically reviewed to optimize operations for both parties. Parties shall cooperate to integrate the systems and controls necessary to implement the Operating Procedures.

#### **I. Forecasting**

- A. Supplier will provide to Buyer a 7-day hourly rolling availability forecast, the Availability Notice, of the solar resource, which incorporates the following information:
  - 1) Supplier's optimal charging schedule, including charging window and hourly charging rate;
  - 2) hourly maximum charging rate availability of the Storage Facility;
  - 3) hourly minimum charging rate availability of the Storage Facility; and
  - 4) current status of the Storage Facility, expressed in a percentage of total battery available for discharge or state of charge;
- B. Planned and forced outage notification and scheduling shall be via the Availability Notice. Additionally, in the event of a forced outage, Supplier shall notify the appropriate NV Energy personnel of forced outage and expected return to service.

#### **II. Charging Notices and Discharging Notices**

- A. A Discharging Notice will be delivered to the Supplier in conjunction with each Charging Notice
- B. Buyer will provide to Supplier, per the Western Electricity Coordinating Council ("WECC") pre-scheduling calendar, a forecasted Charging Notice and Discharging Notice. The Charging and Discharging Notice will incorporate Supplier's solar resource availability per Supplier's 7-day hourly rolling forecast.
- C. For the Charging component of the Charging and Discharging Notice, Buyer shall provide Supplier with the following information:
  - 1) the hours in which Supplier shall charge the Storage Facility;
  - 2) the Stored Energy Level the Supplier shall charge the Storage Facility to, by the end of the last hour in which Supplier shall charge the Storage Facility.
  - 3) Buyer, whenever feasible, will utilize Supplier's provided optimal charging window identified in section I.A.1.
- D. For the Discharging Notice, Buyer shall provide Supplier with the following information:
  - 1) the hours in which the Supplier shall discharge the Storage Facility;
  - 2) the energy discharged in each hour the Supplier shall discharge the Storage Facility.

#### **III. Modifications to the Charging and Discharging Notices**

## **EXHIBIT 24**

### **OPERATING PROCEDURES**

- A. On the day of operation, to the degree that it is technically feasible, Buyer reserves the right to make adjustments to its Charging Notices and Discharging Notices. To this end, Supplier will provide to Buyer a real-time software application which allows Buyer to access the status of the Storage Facility, as well the current forecasts of PV generation.
- B. To make intraday adjustments on the day of operation, Buyer will communicate with Supplier in a manner that is mutually agreeable to both Buyer and Supplier:
  - 1) either through a software application which allows Buyer to directly adjust the charge or discharge status of the Storage Facility, including the rate of charge or discharge of the Storage Facility; or
  - 2) telephonically with Supplier to verbally request adjustments to the charge or discharge status of the Storage Facility, including the rate of charge or discharge of the Storage Facility; or
  - 3) through a software application which allows for real-time communication, such as Microsoft Lync, Skype for Business, etc. to request adjustments to the charge or discharge status of the Storage Facility, including the rate of charge or discharge of the Storage Facility.
  - 4) A realtime dispatch signal will be the primary control of the Facility
- C. Supplier will communicate with Buyer, utilizing the manner of communication mutually agreed upon above, whether Buyer's requested adjustment to the charge or discharge schedule contained in Buyer's Charging Notice and Discharging Notice is feasible, both in terms of the hour(s) requested, as well as the rate of charge or discharge requested. Should Buyer's requested adjustment to the charge or discharge schedule be infeasible, due to the current charged or discharged status of the Storage Facility, Buyer and Supplier shall mutually agree to:
  - 1) an alternate adjustment to the charge or discharge schedule, which is technically feasible given the Stored Energy Level or discharge of the Storage Facility; or
  - 2) reject Buyer's adjustment to the charge or discharge schedule, and resume Buyer's original charge or discharge schedule as specified in Buyer's Charging and Discharging notice.
  - 3) any adjustments necessary to future charge or discharge schedules contained in Buyer's Charging and Discharging Notices which will be rendered infeasible due to Buyer's requested adjustment to the charge or discharge schedules on the day of operation.

#### **IV. Delivery**

The Supplier will deliver the Discharging Energy to the point of delivery in response to:

- 1. Primarily with a realtime dispatch command Per section III above
  - 2. Or an automated, scheduled Discharge Notice per section II.D above as a backup.
- The total discharged energy in realtime will be limited to the Stored Energy Level of the Storage Facility and to the available power rating of the Generating Facility.

## **EXHIBIT 24**

### **OPERATING PROCEDURES**

If a Discharging Notice is not scheduled, not dispatched or cancelled and the Stored Energy Level requested from the Charging Notice exceeds XX% of the Maximum Stored Energy Level for greater than X days the Seller shall request to schedule a discharge in order to return the Storage Facility to this percentage of Maximum Stored Energy Level after the XX day. The parties will agree to the above numerical values for XX % of Maximum Stored Energy Level, X days and XX day within 90 days of the Operation Date.

#### **V. Measurement and Verification**

Buyer will also have real time access to view the Supplier's Energy Management system and data historian that will monitor the Storage Facility's state of health metrics as well usage metrics such as Equivalent Cycles to date. In accordance to Exhibit 1 Buyer will be allowed to use 300 Equivalent Cycles per year. Buyer will be able to monitor the amount of cycles that have occurred over the life of the project on a real-time basis. As soon as the Storage Facility meets the cycle limit, the supplier will no longer be able to execute Charge and Discharges for that year.

#### **VI. Scheduling Reports**

Supplier will send out a daily report to the Buyer so they may transmit to other parties. The report will include at a minimum the following day's Charging Notice and Discharging Notice as well as forecasted Energy Generation, including the forecasted output of the solar facility in so much as it is reduced by charging the Storage Facility.

## **EXHIBIT 25**

### **STORAGE CAPACITY TESTS**

Upon no less than ten (10) Business Days prior notice to Buyer, Supplier shall schedule and complete a Storage Capacity Test prior to the Commercial Operation Date. Such initial Storage Capacity Test shall adjust the Storage Contract Capacity based on the actual capacity of the Storage Facility for the first Contract Year.

Thereafter, once per Contract Year within the first quarter of each Contract Year, upon no less than ten (10) Business Days prior notice to Buyer, Supplier shall schedule and complete a Storage Capacity Test. In addition, Buyer shall have the right to require a retest of the Storage Capacity Test at any time upon five (5) days prior written notice to Supplier if Buyer reasonably believes that the Storage Capacity has varied materially from the results of the most recent tests. Supplier shall have the right to run up to three (3) retests of the Storage Capacity Test at any time upon five (5) days prior written notice to Buyer (or any shorter period reasonably acceptable to Buyer consistent with Good Utility Practice). Supplier shall have the right to run a retest of the Storage Capacity Test at any time upon five (5) days prior written notice to Buyer (or any shorter period reasonably acceptable to Buyer consistent with Good Utility Practice).

No later than five (5) days following any Storage Capacity Test, Supplier shall submit a testing report detailing results and findings of the test. The report shall include Meter readings and plant log sheets verifying the operating conditions and output of the Storage Facility. The actual capacity determined pursuant to a Storage Capacity Test shall become the new Storage Contract Capacity at the beginning of the day following the completion of the test for all purposes under this Agreement.

Supplier will perform a Storage Capacity Test generally in the following manner and utilizing the following steps:

- 1) Supplier will fully charge the Storage Facility so that it is in a state that it is made commonly and typically available to Buyer as fully charged and dispatchable;
- 2) Supplier will discharge the Storage Facility at full capacity, over a duration of four (4) full and consecutive hours;
- 3) Supplier will add the quantity of MWh delivered by the Storage Facility to the Delivery Point for each of the four (4) full and consecutive hours to produce a sum quantity of MWh for the four (4) hour full discharge of the Storage Facility;
- 4) Supplier will divide the sum quantity of MWh produced over the four (4) hour full discharge of the Storage Facility by a factor of four(4), to produce a value that will become the Storage Contract Capacity for the Contract Year.

Example:

Hour 1 Discharge = 25 MWh

Hour 2 Discharge = 25 MWh

Hour 3 Discharge = 25 MWh

Hour 4 Discharge = 25 MWh

$25 + 25 + 25 + 25 = 100 \text{ MWh}$

## **EXHIBIT 25**

### **STORAGE CAPACITY TESTS**

100 MWh/4 hours = 25 MW

Storage Contract Capacity = 25 MW Capacity

## **EXHIBIT 26**

### **AVAILABILITY TESTS**

#### 1. Availability Test; Monthly Storage Availability

Test procedures for the Availability Test and calculation of the Monthly Storage Availability of the Storage Facility to be provided by Supplier, subject to Buyer's approval.

#### 2. Availability Liquidated Damages

The Availability Liquidated Damages in Summer Month (m) in which the Monthly Storage Availability is less than the Guaranteed Storage Availability shall be calculated as follows:

$$\text{Availability Liquidated Damages}_m = .98 * \text{Undischarged Energy Price}_m * \text{Undischarged Energy}_m$$

Where:

Availability Liquidated Damages<sub>m</sub> = Availability Liquidated Damages in Summer Month m (in \$)

Undischarged Energy Price<sub>m</sub> = simple average of the COB for the On-Peak hours correlating to the day or days that the Storage Facility was unavailable of Summer Month m (in \$/MWh)

Undischarged Energy<sub>m</sub> = The total amount of Discharging Energy in Summer Month m that Buyer could have scheduled and received at the Delivery Point pursuant to Section 14.3 from the Storage Project but was unable to schedule and receive because the Storage Project was out of service, in whole or in part, or otherwise not performing in accordance with the operational requirements specified in Exhibit 1, such amount of Discharging Energy to be reasonably determined by Supplier (i) during the period the Storage Project was out of service, in whole or in part, or otherwise not performing in accordance with the operational requirements specified in Exhibit 1 and (ii) consistent with the Operating Procedures and operational requirements specified in Exhibit 1 (in MWh).



**EXHIBIT 27**

**BUYOUT PRICE**

<b>Contract Year</b>	<b>Buyout Price</b>
6	\$230,806,800
10	\$200,104,700
15	\$159,338,000
20	\$127,055,900

**REN-6-BMS (b)**

## Technical Appendix REN-6-BMS (b)

Summary of Nevada Administrative Codes applicable to Battle Mountain Solar.

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. For Battle Mountain, this information is set forth below:

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 renewable energy contract or energy efficiency contract by calculating the levelized market price for the electricity.

*The LCOE for the contract is \$26.50/MWh for PV only, and \$30.94/MWh with battery storage, including network upgrade costs. The rate is for the purchase of energy and PCs at a blended rate, as well as the use and maintenance associated with the battery energy storage system.*

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 utilities' triennial integrated resource plan to increase its supply of electricity. The contract will contribute towards fulfillment of the Sierra Renewable Portfolio Standard ("RPS") compliance.*

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 \$26.50/MWh with no escalation for the term of the contract. The capacity price for the storage portion of the PPA is \$7,755 per MW-month for the term of 10 years.*

NAC § 704.8887(2)(c) address 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 Battle Mountain project utilizes creates 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**

AVOIDED AIR EMISSIONS <sup>1</sup>					
	S02	CO	VOC	NOX	PM
Project	ton/yr	ton/yr	ton/yr	ton/yr	ton/yr
<b>Battle Mountain + Battery Storage</b>	<b>0.57</b>	<b>0.43</b>	<b>0.22</b>	<b>4.77</b>	<b>2.14</b>

<sup>1</sup> 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 uses de minimis amounts of water, creates no waste streams in its energy production, efficiently utilizes land for solar 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).

*The net economic impact of the project includes:*

- *A temporary increase in workforce during the construction phase of the facility of an estimated 305 positions;*
- *A permanent long-term increase in the workforce for the operation and maintenance of the facility of an estimated 3.5 positions at an estimated average salary of \$46,222 annually, and a total payroll of \$5 million over 25 years; and,*
- *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 the township of Battle Mountain and 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. Sierra's 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.

*Cypress Creek Renewables is a US-based company, headquartered in Santa Monica, CA. Cypress Creek Renewables, is a national leader in developing, financing, constructing, owning and operating solar projects. With a full range of in-house development, finance, EPC and asset management capabilities, Cypress Creek Renewables leverages team synergies and unparalleled industry experience to optimize every stage of the project lifecycle. Cypress Creek partners with local contractors for all construction projects, providing local employment and enhancing local workers' skills for the emerging green economy. The Battle Mountain PPA project will be the first PPA between Cypress Creek and NV Energy, thus introducing a new energy supplier for the State, and one of the first PPAs to include battery storage.*

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 low 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. As a result of the exceptional pricing in this agreement, it represents one of the lowest LCOE values of any renewable agreement Sierra has under contract.*

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

*The project's commercial operation date is estimated to be June 1, 2021.*

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 to take all 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. Sierra has no obligation to pay for curtailed product or for generation in excess of the maximum amount. Excess energy is paid for at the lesser of: (i) fifty percent (50%) of the applicable product rate, or (ii) the COB for each delivery hour. The Company has flexibility in operation of the battery storage system which can be dispatched at the discretion of the Company.*

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 System Impact Study and Facilities Study for this solar facility have been completed and the project has an executed LGIA. The System Impact Study did not identify any negative impacts on Sierra's transmission grid that could not be mitigated by the transmission system additions proposed in the study. The project generates electricity which will provide benefits to the transmission grid by providing real and reactive power at the point of interconnection. See Technical Appendix TRAN-4 for information on the LGIA.*

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. 17-11003, the blended rate for energy and PCs is lower in all years than the long-term avoided costs over the life of the agreement.*

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 Sierra pays for its current portfolio of renewable projects and the other compliant bids submitted in the 2018 Renewable RFP. In addition, the price received in this PPA represents one of the best prices that the Companies have ever received for a renewable energy agreement.*

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

*The term of the PPA is 25 years, with a storage term of 10 years.*

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

*The project is located in Battle Mountain, 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 irradiance from the sun gathered by solar panels. No water is consumed during the operation of the project other than the occasional cleaning of the panels.*

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

*The project generates non-firm energy that will be delivered into the utility'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 planned Izzenhood 120 kV Substation in northern Nevada. A one-line diagram depicting the interconnection can be found in Exhibit 5 of the PPA, Technical Appendix REN-6-BMS (a).*

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

*The characteristics of the project are similar to that of Sierra's other large scale PV systems, Boulder Solar II, Nevada Solar One, and Switch Station II. The plant design is proven technology. The storage portion consists of lithium-ion battery and inverter technology in use*

*in utility scale applications. The project includes a battery storage system which uses proven lithium-ion battery and inverter technology.*

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 the 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 the Companies.*

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

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

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

*The System Impact Study for this project has been completed. No Network Upgrades have been identified for this project. This project will require transmission provider interconnection facilities, which includes protection, communications and metering at the Battle Mountain Solar project site, as well as distribution upgrades, which includes the Izenhood substation. The total costs of distribution upgrades and transmission provider interconnection facilities are directly paid for by the interconnection customer.*

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

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

NAC § 704.885(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, as amended.

*The generating facility uses renewable solar energy to generate electricity and transmits that energy to Sierra. 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.

*Cypress Creek has completed nine solar projects of 50 MWdc or greater, of which four completed projects are greater than 90 MWdc. These projects include: IS37 (111 MWdc), IS46 (100 MWdc), Rutherford Farm (96 MWdc), and Shoe Creek (92 MWdc). Since their founding in 2014, Cypress Creek has grown to be one of the largest solar development firms in the country. They have successfully deployed over 1,500 megawatts (AC) of solar projects to date, of which they own and operate over 1,000 megawatts, with another 500 megawatts sold to a variety of strategic counterparties.*

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

*The generating facility will be interconnected to the planned Izzenhood 120kV Substation. A one-line diagram depicting the interconnection can be found in Exhibit 5 of the PPA, Technical Appendix REN-6-BMS (a).*

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 FERC interconnection priorities. Pursuant to the provisions of the Companies' 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.

*A LGIA between Sierra and Battle Mountain Solar was executed on September 20, 2017. This LGIA is currently under suspension but can be brought out of suspension at any time. In-service date is projected to be achieved within 24 to 30 months from exiting suspension.*

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.

*Cypress Creek's Battle Mountain Solar project facility is sited entirely on privately owned land. However, access to the proposed site would cross public land managed by the BLM. An application for a right-of-way grant for an access road to the proposed solar facility was submitted to BLM. The agency initiated environmental review on the proposed access road as well as the entire solar facility proposed on private parcels and the gen-tie as a connected action. An Environmental Assessment, DOI-BLM-NV-W010-2016-0022-EA for the entire solar project was completed in October 2017 prior to issuance of right-of-way grant N-94790.*

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 Battle Mountain project are listed in Exhibit 12 of the PPA, Technical Appendix – REN-6-BMS (a).*

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.

*Applications required from Federal agencies for the development of Battle Mountain project are listed in Exhibit 12 of the PPA, Technical Appendix – REN-6-BMS (a).*

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.

*Cypress Creek has supplied a Letter of Intent with the original project creator, GP Joule USA, Inc, and GP Joule USA has a valid purchase option agreement for the solar site, with the option expiring in 2019. The BLM grant, N-94790, has been obtained with a FONS I - "Finding of No Significant Impact". Local planning permits from Humboldt County have been acquired for the site, substation and interconnection. The remaining permits needed are all prior to the start of construction (i.e., grading, surface disturbance, pesticide use, and building permits).*

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

*The Company has economical dispatch rights for charging and discharging the battery storage. The Company does not have economic dispatch rights for the solar PV component, but curtailment or re-dispatch of up to 100 percent of the net energy can be ordered by the transmission provider, electric system authority, or market operator. The Company has no obligation to pay for such curtailed product or for generation in excess of the maximum amount.*