

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 of the Third Amendment to the 2018 Joint Integrated Resource Plan, including a request for approval of three new renewable energy power purchase agreements, and updates to the Transmission Action Plan including several new projects needed to allow the new renewable facilities to interconnect into the system, and to meet distribution load growth.

Docket No. 19-06____

VOLUME 3 OF 5

TECHNICAL APPENDIX

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REN-1

Project Name Moapa
Type Solar
Nameplate (MW): 200.0
COD (mm, dd, year) 12 1 2022
Termination (mm, dd, year) 12 31 2047
Term 25
PPA Entity NV Energy
Service Territory NPC
of Supply Amount Tables 1

Year (s)
2022-2047

Supply Amount Table Source: 2018 FALL RE RFP Attachment G (03-20-19)

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	3.20	12.60	90.80	108.30	77.20	20.30	0.20	0.00	0.20	0.00
8		51.60	93.40	108.70	156.20	187.50	187.70	166.10	143.40	134.20	57.20	92.80	57.30
9		142.10	147.20	178.10	198.50	188.90	199.60	190.50	186.30	189.40	161.50	153.90	123.20
10		143.90	152.80	186.20	194.40	199.10	200.00	196.40	193.70	192.50	179.50	154.00	127.30
11		136.50	153.50	186.10	195.80	199.50	199.80	198.40	193.80	192.80	176.50	145.70	123.70
12		130.80	150.00	186.60	196.00	199.40	200.00	198.20	197.20	194.20	169.70	142.00	118.40
13		131.60	153.20	185.40	193.00	197.20	200.00	195.00	196.20	188.10	165.90	143.30	121.40
14		140.40	152.60	184.70	196.90	196.00	200.00	192.40	192.70	186.80	169.20	149.40	127.90
15		146.60	151.30	189.10	196.60	195.50	200.00	190.80	194.60	186.10	172.30	152.60	125.30
16		119.20	131.50	178.80	197.30	194.60	200.00	186.40	192.90	185.90	173.90	113.60	72.70
17		1.20	60.40	165.30	194.30	192.30	200.00	181.70	188.10	183.60	151.60	27.30	0.00
18		0.00	0.00	91.70	177.70	180.80	191.50	164.40	166.40	139.70	27.00	0.00	0.00
19		0.00	0.00	1.30	46.50	112.60	142.00	120.40	80.50	6.20	0.00	0.00	0.00
20		0.00	0.00	0.00	0.00	0.10	2.50	2.10	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		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
DAILY TOTAL	Off Peak (MWh)	-	-	-	-	-	-	-	-	-	-	-	-
	OnPeak (MWh)	1,143.90	1,345.90	1,845.20	2,155.80	2,344.30	2,431.40	2,260.00	2,146.10	1,979.70	1,604.30	1,274.80	997.20
MONTHLY TOTAL	Total (MWh)	1,143.90	1,345.90	1,845.20	2,155.80	2,344.30	2,431.40	2,260.00	2,146.10	1,979.70	1,604.30	1,274.80	997.20
	OffPeak (MWh)	-	-	-	-	-	-	-	-	-	-	-	-
ANNUAL TOTAL	OnPeak (MWh)	35,460.90	37,685.20	57,201.20	64,674.00	72,673.30	72,942.00	70,060.00	66,529.10	59,391.00	49,733.30	38,244.00	30,913.20
	Total (MWh)	35,460.90	37,685.20	57,201.20	64,674.00	72,673.30	72,942.00	70,060.00	66,529.10	59,391.00	49,733.30	38,244.00	30,913.20

REN-1

Nevada Power & Sierra IRP 1st Amendment Top Fall RE RFP Projects as Modeled
EDF, Moapa Solar

EDF, Moapa Solar

Year	Total kPCs	Net MW hrs	Degradation (per Bid *)	Price /MWh *	Yield	Degrad.
2015	#REF!	655,507.2		\$ 58.32		
2019	0.0	0.0	0.0	\$ -	0.00%	0.00%
2020	0.0	0.0	0.0	\$ -	0.00%	0.00%
2021	0.0	0.0	0.0	\$ -	0.00%	0.00%
2022	30,913.2	30,913.2	0.0	\$ 21.26	0.00%	0.00%
2023	655,507.2	655,507.2	0.0	\$ 21.26	100.00%	0.00%
2024	653,540.7	653,540.7	(1,967)	\$ 21.26	99.70%	0.30%
2025	650,263.1	650,263.1	(5,244)	\$ 21.26	99.20%	0.80%
2026	646,985.6	646,985.6	(8,522)	\$ 21.26	98.70%	1.30%
2027	643,708.1	643,708.1	(11,799)	\$ 21.26	98.20%	1.80%
2028	640,430.5	640,430.5	(15,077)	\$ 21.26	97.70%	2.30%
2029	637,153.0	637,153.0	(18,354)	\$ 21.26	97.20%	2.80%
2030	633,875.5	633,875.5	(21,632)	\$ 21.26	96.70%	3.30%
2031	630,597.9	630,597.9	(24,909)	\$ 21.26	96.20%	3.80%
2032	627,320.4	627,320.4	(28,187)	\$ 21.26	95.70%	4.30%
2033	624,042.9	624,042.9	(31,464)	\$ 21.26	95.20%	4.80%
2034	620,765.3	620,765.3	(34,742)	\$ 21.26	94.70%	5.30%
2035	617,487.8	617,487.8	(38,019)	\$ 21.26	94.20%	5.80%
2036	614,210.2	614,210.2	(41,297)	\$ 21.26	93.70%	6.30%
2037	610,932.7	610,932.7	(44,574)	\$ 21.26	93.20%	6.80%
2038	607,655.2	607,655.2	(47,852)	\$ 21.26	92.70%	7.30%
2039	604,377.6	604,377.6	(51,130)	\$ 21.26	92.20%	7.80%
2040	601,100.1	601,100.1	(54,407)	\$ 21.26	91.70%	8.30%
2041	597,822.6	597,822.6	(57,685)	\$ 21.26	91.20%	8.80%
2042	594,545.0	594,545.0	(60,962)	\$ 21.26	90.70%	9.30%
2043	591,267.5	591,267.5	(64,240)	\$ 21.26	90.20%	9.80%
2044	587,990.0	587,990.0	(67,517)	\$ 21.26	89.70%	10.30%
2045	584,712.4	584,712.4	(70,795)	\$ 21.26	89.20%	10.80%
2046	581,434.9	581,434.9	(74,072)	\$ 21.26	88.70%	11.30%
2047	578,157.4	578,157.4	(77,350)	\$ 21.26	88.20%	11.80%

* Pricing, June - August, during the period 1700-2100 is 6.5x higher

Project Name Southern Bighorn Solar **BME LLC**
Type Solar
Nameplate (MW): 300.0
COD (mm, dd, year) 9 1 2023
Termination (mm, dd, year) 12 31 2048
Term 25
PPA Entity NV Energy
Service Territory NPC
of Supply Amount Tables 1

Year (s)
 2023-2048

Supply Amount Table Source : 2018 FALL RE RFP Attachment G (03-20-19)

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	1.08	4.13	0.08	0.00	0.00	0.00	0.00	0.00
6	OnPeak (MWh)	0.00	0.00	0.34	24.82	106.43	142.09	82.68	39.89	8.77	0.00	0.00	0.00
7		0.00	5.90	80.48	203.75	264.52	289.00	262.90	241.03	191.66	84.81	15.52	0.08
8		65.57	152.41	241.38	272.15	273.89	293.68	268.69	276.99	283.31	261.59	175.86	80.33
9		234.49	241.69	261.51	287.03	286.28	295.91	273.99	285.17	282.48	270.31	257.14	248.57
10		250.87	251.06	276.70	289.13	292.88	298.88	285.65	287.44	288.04	279.01	265.70	252.75
11	OnPeak (MWh)	239.10	284.50	285.55	290.78	296.38	297.11	282.08	292.43	292.69	284.82	254.13	229.45
12		229.01	270.28	287.62	289.28	293.58	298.07	289.94	293.34	294.63	283.14	252.56	216.15
13		233.96	270.33	288.41	288.13	298.21	294.24	291.99	299.22	284.79	270.42	254.72	212.37
14		253.70	269.97	285.39	283.94	289.58	285.10	282.99	297.63	280.97	271.82	254.10	226.24
15		261.00	269.38	272.52	273.26	291.85	298.69	278.41	276.23	287.82	266.66	278.12	215.05
16	OnPeak (MWh)	197.53	242.41	253.96	245.43	276.27	288.54	279.33	261.10	287.33	231.98	147.79	97.43
17		23.64	97.35	191.23	234.94	276.79	284.24	281.52	239.45	199.52	52.72	3.58	0.98
18		0.00	1.26	22.60	67.05	151.02	203.91	202.39	106.09	22.57	0.00	0.00	0.00
19		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	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	OnPeak (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
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		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
	Off Peak (MWh)	-	-	0.34	24.82	107.51	146.22	82.75	39.89	8.77	-	-	-
	OnPeak (MWh)	1,988.86	2,336.53	2,747.35	3,024.89	3,298.94	3,456.47	3,307.48	3,158.53	2,995.81	2,557.29	2,169.21	1,779.40
	Total (MWh)	1,988.86	2,336.53	2,747.69	3,049.71	3,406.45	3,602.69	3,390.23	3,198.42	3,004.59	2,557.29	2,169.21	1,779.40
	OnPeak (MWh)	-	-	10.46	744.56	3,332.72	4,386.49	2,565.35	1,236.47	263.14	-	-	-
	OnPeak (MWh)	61,654.81	65,422.97	85,167.80	90,746.81	102,267.28	103,694.17	102,531.78	97,914.54	89,874.44	79,276.11	65,076.37	55,161.34
	Total (MWh)	61,654.81	65,422.97	85,178.26	91,491.37	105,600.00	108,080.66	105,097.13	99,151.01	90,137.58	79,276.11	65,076.37	55,161.34
ANNUAL	Total (MWh)	1,011,327.61											

8minutenergy, Southern Bighorn Solar

Year	Total kPCs	Net MW hrs	Degradation (per Bid *)	Price /MWh*	Yield	Degrad.
2015	#REF!	1,011,327.6		\$ 58.32		
2020	0.0	0.0	0.0	\$ -	0.00%	0.00%
2021	0.0	0.0	0.0	\$ -	0.00%	0.00%
2022	0.0	0.0	0.0	\$ -	0.00%	0.00%
2023	289,388.3	289,388.3	0.0	\$ 22.32	0.00%	0.00%
2024	1,011,327.6	1,011,327.6	0.0	\$ 22.32	100.00%	0.00%
2025	1,008,293.6	1,008,293.6	(3,034)	\$ 22.32	99.70%	0.30%
2026	1,003,237.0	1,003,237.0	(8,091)	\$ 22.32	99.20%	0.80%
2027	998,180.4	998,180.4	(13,147)	\$ 22.32	98.70%	1.30%
2028	993,123.7	993,123.7	(18,204)	\$ 22.32	98.20%	1.80%
2029	988,067.1	988,067.1	(23,261)	\$ 22.32	97.70%	2.30%
2030	983,010.4	983,010.4	(28,317)	\$ 22.32	97.20%	2.80%
2031	977,953.8	977,953.8	(33,374)	\$ 22.32	96.70%	3.30%
2032	972,897.2	972,897.2	(38,430)	\$ 22.32	96.20%	3.80%
2033	967,840.5	967,840.5	(43,487)	\$ 22.32	95.70%	4.30%
2034	962,783.9	962,783.9	(48,544)	\$ 22.32	95.20%	4.80%
2035	957,727.3	957,727.3	(53,600)	\$ 22.32	94.70%	5.30%
2036	952,670.6	952,670.6	(58,657)	\$ 22.32	94.20%	5.80%
2037	947,614.0	947,614.0	(63,714)	\$ 22.32	93.70%	6.30%
2038	942,557.3	942,557.3	(68,770)	\$ 22.32	93.20%	6.80%
2039	937,500.7	937,500.7	(73,827)	\$ 22.32	92.70%	7.30%
2040	932,444.1	932,444.1	(78,884)	\$ 22.32	92.20%	7.80%
2041	927,387.4	927,387.4	(83,940)	\$ 22.32	91.70%	8.30%
2042	922,330.8	922,330.8	(88,997)	\$ 22.32	91.20%	8.80%
2043	917,274.1	917,274.1	(94,053)	\$ 22.32	90.70%	9.30%
2044	912,217.5	912,217.5	(99,110)	\$ 22.32	90.20%	9.80%
2045	907,160.9	907,160.9	(104,167)	\$ 22.32	89.70%	10.30%
2046	902,104.2	902,104.2	(109,223)	\$ 22.32	89.20%	10.80%
2047	897,047.6	897,047.6	(114,280)	\$ 22.32	88.70%	11.30%
2048	891,991.0	891,991.0	(119,337)	\$ 22.32	88.20%	11.80%

* Pricing, June - August, during the period 1700-2100 is 6.5x higher

Project Name Gemini Solar
Type Solar
Nameplate (MW): 690.0
COD (mm, dd, year) 12 1 2023
Termination (mm, dd, year) 12 31 2048
Term 25
PPA Entity NV Energy
Service Territory NPC
of Supply Amount Tables 1

Year (s)
 2023-2047

Supply Amount Table Source: 2018 FALL RE RFP Attachment G (03-20-19)

Arevia Power, Gemini Solar

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	OnPeak (MWh)	0.00	0.00	0.75	53.91	192.64	288.29	157.52	75.09	19.46	0.28	0.00	0.00
7		0.00	16.49	170.84	420.42	608.55	656.45	537.00	491.21	365.73	174.52	27.54	0.51
8		129.87	312.46	555.38	627.34	668.71	683.03	624.93	643.51	636.67	557.13	358.67	151.33
9		474.87	560.61	623.80	645.50	670.33	687.28	667.34	665.39	663.95	619.36	541.21	447.28
10		506.86	568.92	651.01	665.25	666.53	677.95	683.22	654.40	666.70	627.41	538.84	498.33
11		483.57	579.88	652.27	661.80	663.78	684.08	690.00	663.32	666.41	618.56	538.27	460.33
12		477.40	561.05	649.90	663.33	672.35	690.00	679.68	658.01	672.01	606.01	510.52	444.00
13		485.01	549.72	642.88	673.90	673.57	685.23	653.71	661.33	668.26	614.50	535.60	462.95
14		588.63	589.63	639.86	661.91	654.91	674.61	646.98	657.67	658.06	619.51	567.81	467.56
15		518.25	579.16	609.63	597.84	662.38	677.64	627.04	585.15	638.94	616.99	543.65	420.56
16		379.38	501.71	575.44	606.73	657.71	635.23	582.30	591.13	634.57	521.31	292.55	224.61
17		191.91	47.01	191.91	395.95	518.82	594.33	633.71	543.03	586.46	422.21	114.72	10.77
18	0.00	3.20	45.95	128.03	296.06	414.78	345.85	231.73	47.46	0.00	0.00	0.00	0.00
19	0.00	0.00	0.00	0.21	17.13	55.04	46.95	7.14	0.00	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	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	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	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
DAILY TOTAL	OffPeak (MWh)	-	-	0.75	53.91	194.57	299.12	159.20	75.09	19.46	0.28	-	-
	OnPeak (MWh)	3,994.04	5,013.74	6,212.93	6,871.08	7,506.35	7,855.02	7,328.03	7,096.45	6,740.97	5,690.03	4,465.44	3,582.50
	Total (MWh)	3,994.04	5,013.74	6,213.68	6,924.99	7,700.92	8,154.74	7,487.22	7,171.54	6,760.42	5,690.31	4,465.44	3,582.50
MONTHLY TOTAL	OffPeak (MWh)	-	-	23.20	1,617.25	6,031.76	8,973.55	4,935.10	2,327.82	583.68	8.73	-	-
	OnPeak (MWh)	123,815.27	140,384.83	192,600.80	206,132.48	232,686.73	235,650.74	227,168.78	219,989.91	202,228.98	176,391.01	133,963.32	111,057.54
	Total (MWh)	123,815.27	140,384.83	192,624.00	207,749.74	238,728.48	244,624.29	232,103.88	222,317.72	202,812.67	176,399.74	133,963.32	111,057.54
ANNUAL TOTAL	Total (MWh)	2,226,581.48											

Arevia Power, Gemini Solar

Year	Total kPCs	Net MW hrs	Degradation (per Bid *)	Price /MWh*	Yield	Degrad.
2015	#REF!	2,226,581.5		\$ 58.32		
2020	0.0	0.0	0.0	\$ -	0.00%	0.00%
2021	0.0	0.0	0.0	\$ -	0.00%	0.00%
2022	0.0	0.0	0.0	\$ -	0.00%	0.00%
2023	111,057.5	111,057.5	0.0	\$ 24.79	0.00%	0.00%
2024	2,226,581.5	2,226,581.5	0.0	\$ 24.79	100.00%	0.00%
2025	2,216,561.9	2,216,561.9	(10,020)	\$ 24.79	99.55%	0.45%
2026	2,205,429.0	2,205,429.0	(21,153)	\$ 24.79	99.05%	0.95%
2027	2,194,296.0	2,194,296.0	(32,285)	\$ 24.79	98.55%	1.45%
2028	2,183,163.1	2,183,163.1	(43,418)	\$ 24.79	98.05%	1.95%
2029	2,172,030.2	2,172,030.2	(54,551)	\$ 24.79	97.55%	2.45%
2030	2,160,897.3	2,160,897.3	(65,684)	\$ 24.79	97.05%	2.95%
2031	2,149,764.4	2,149,764.4	(76,817)	\$ 24.79	96.55%	3.45%
2032	2,138,631.5	2,138,631.5	(87,950)	\$ 24.79	96.05%	3.95%
2033	2,127,498.6	2,127,498.6	(99,083)	\$ 24.79	95.55%	4.45%
2034	2,116,365.7	2,116,365.7	(110,216)	\$ 24.79	95.05%	4.95%
2035	2,105,232.8	2,105,232.8	(121,349)	\$ 24.79	94.55%	5.45%
2036	2,094,099.9	2,094,099.9	(132,482)	\$ 24.79	94.05%	5.95%
2037	2,082,967.0	2,082,967.0	(143,615)	\$ 24.79	93.55%	6.45%
2038	2,071,834.1	2,071,834.1	(154,747)	\$ 24.79	93.05%	6.95%
2039	2,060,701.2	2,060,701.2	(165,880)	\$ 24.79	92.55%	7.45%
2040	2,049,568.2	2,049,568.2	(177,013)	\$ 24.79	92.05%	7.95%
2041	2,038,435.3	2,038,435.3	(188,146)	\$ 24.79	91.55%	8.45%
2042	2,027,302.4	2,027,302.4	(199,279)	\$ 24.79	91.05%	8.95%
2043	2,016,169.5	2,016,169.5	(210,412)	\$ 24.79	90.55%	9.45%
2044	2,005,036.6	2,005,036.6	(221,545)	\$ 24.79	90.05%	9.95%
2045	1,993,903.7	1,993,903.7	(232,678)	\$ 24.79	89.55%	10.45%
2046	1,982,770.8	1,982,770.8	(243,811)	\$ 24.79	89.05%	10.95%
2047	1,971,637.9	1,971,637.9	(254,944)	\$ 24.79	88.55%	11.45%
2048	1,960,505.0	1,960,505.0	(266,076)	\$ 24.79	88.05%	11.95%

* Pricing, June - August, during the period 1700-2100 is 6.5x higher

REN-2

REN-2

Nevada Power & Sierra Generic Placeholder Profiles Common to all Plans

Summary

Generic Placeholders

Placeholder	Nameplate			Capacity	Yr 1 Output	Annual Degradation	Associated Station Usage Credits?
	Type	MW	AC Location				
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
		133.8	166.1	212.4	240.8	270.6	283.1	252.2	246.9	233.3	191.1	147.1	118.7
		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
		4,148.9	4,651.5	6,584.2	7,224.0	8,387.7	8,493.6	7,818.5	7,653.8	6,999.7	5,923.3	4,414.1	3,681.1
		75,980.3											

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 (MW/h)	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	On Peak (MW/h)	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		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	Off Peak (MW/h)												
		87.1	127.9	173.4	218.0	255.4	283.3	286.2	263.8	225.6	166.6	103.3	82.5
		87.1	127.9	173.4	218.0	255.4	283.3	286.2	263.8	225.6	166.6	103.3	82.5
		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
		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
		69,252.4											

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	OnPeak (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

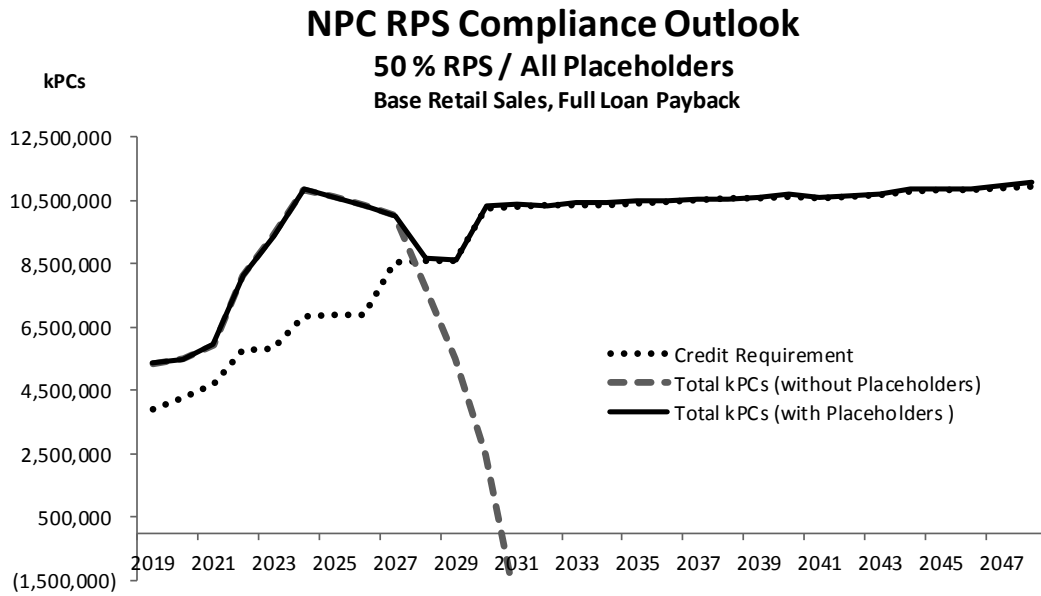
REN-3

FILED UNDER CONFIDENTIAL SEAL

REN-4

Renewable – Compliance Build Out Scenarios

Base Retail Sales, All Placeholder Buildout



Projected RPS credit short-fall assuming no new projects >>

2028

Base Retail Sales, All Placeholder Buildout NPC

	Project	MW	COD	MTH/YR	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2028	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2028	
Placeholder >	PPA PV SN 25 MW Tracking (3X)	75.0	1	2028	275.0
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2029	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2029	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2029	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2029	
Placeholder >	PPA PV SN 25 MW Tracking (3X)	75.0	1	2029	475.0
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 (4X)	100.0	1	2030	
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 (4X)	100.0	1	2030	
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 (1X)	25.0	1	2030	825.0
Placeholder >	PPA Geo NN 25 MW (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 (2X)	50.0	1	2033	350.0
Placeholder >	PPA PV SN 25 MW Tracking (1X)	25.0	1	2035	25.0
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2037	
Placeholder >	PPA PV SN 25 MW Tracking (1X)	25.0	1	2037	125.0
Placeholder >	PPA PV SN 25 MW Tracking (3X)	75.0	1	2038	75.0
Placeholder >	PPA PV SN 25 MW Tracking (2X)	50.0	1	2039	50.0
Placeholder >	PPA PV SN 25 MW Tracking (2X)	50.0	1	2040	50.0
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2041	
Placeholder >	PPA PV SN 25 MW Tracking (1X)	25.0	1	2041	125.0
Placeholder >	PPA PV SN 25 MW Tracking (2X)	50.0	1	2042	50.0
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2044	100.0
Placeholder >	PPA PV SN 25 MW Tracking (3X)	75.0	1	2046	75.0
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2047	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2047	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2047	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2047	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2047	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2047	
Placeholder >	PPA PV SN 25 MW Tracking (2X)	50.0	1	2047	650.0
Total NPC		3,250.0			3,250.0

The 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, All Placeholder Buildout

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
2019	3,643,522	111,928	589,446	785,652	(382,825)	598,958	5,346,681	3,928,262
2020	4,155,059	167,618	609,246	429,151	(354,263)	473,419	5,480,230	4,291,507
2021	4,400,290	167,751	609,246	472,919	(349,805)	650,285	5,950,686	4,729,186
2022	5,940,190	169,055	609,246	578,373	(384,308)	1,221,500	8,134,056	5,783,731
2023	5,851,749	170,360	609,246	581,038	(167,368)	2,350,325	9,395,351	5,810,375
2024	5,854,799	172,084	609,246	684,840	(54,491)	3,584,976	10,851,454	6,848,396
2025	5,828,044	172,978	609,246	0	0	4,003,058	10,613,325	6,868,189
2026	5,816,193	174,347	609,246	0	0	3,745,136	10,344,922	6,890,817
2027	5,804,345	164,202	609,246	0	0	3,454,105	10,031,897	8,542,265
2028	6,476,536	79,247	609,246	0	0	1,489,632	8,654,661	8,585,716
2029	7,891,713	61,081	609,246	0	0	68,945	8,630,986	8,618,025
2030	9,849,351	(125,719)	609,246	0	0	12,961	10,345,838	10,277,751
2031	9,837,509	(124,013)	609,246	0	0	68,087	10,390,829	10,299,957
2032	9,780,795	(137,211)	609,246	0	0	90,872	10,343,702	10,335,002
2033	9,961,461	(161,011)	609,246	0	0	8,700	10,418,397	10,354,557
2034	9,949,625	(159,305)	609,246	0	0	63,840	10,463,406	10,387,584
2035	9,966,262	(158,308)	609,246	0	0	75,822	10,493,023	10,423,935
2036	9,980,606	(157,031)	609,246	0	0	69,088	10,501,908	10,474,948
2037	10,047,338	(154,896)	609,246	0	0	26,960	10,528,648	10,506,824
2038	9,805,899	115,763	609,246	0	0	21,824	10,552,732	10,549,004
2039	9,874,342	114,829	609,246	0	0	3,728	10,602,146	10,598,457
2040	9,990,055	114,258	609,246	0	0	3,689	10,717,248	10,654,399
2041	9,900,203	20,045	609,246	0	0	62,849	10,592,343	10,588,611
2042	10,042,658	20,367	609,246	0	0	3,732	10,676,004	10,634,105
2043	10,033,154	20,689	609,246	0	0	41,899	10,704,987	10,679,872
2044	10,089,538	120,529	609,246	0	0	25,115	10,844,428	10,774,704
2045	10,054,635	120,200	609,246	0	0	69,724	10,853,805	10,821,503
2046	10,128,589	120,200	609,246	0	0	32,302	10,890,337	10,867,844
2047	10,230,764	120,200	609,246	0	0	22,493	10,982,704	10,914,560
2048	10,258,794	120,529	609,246	0	0	68,144	11,056,713	10,961,477
2049	10,230,764	120,200	609,246	0	0	95,236	11,055,446	11,008,596

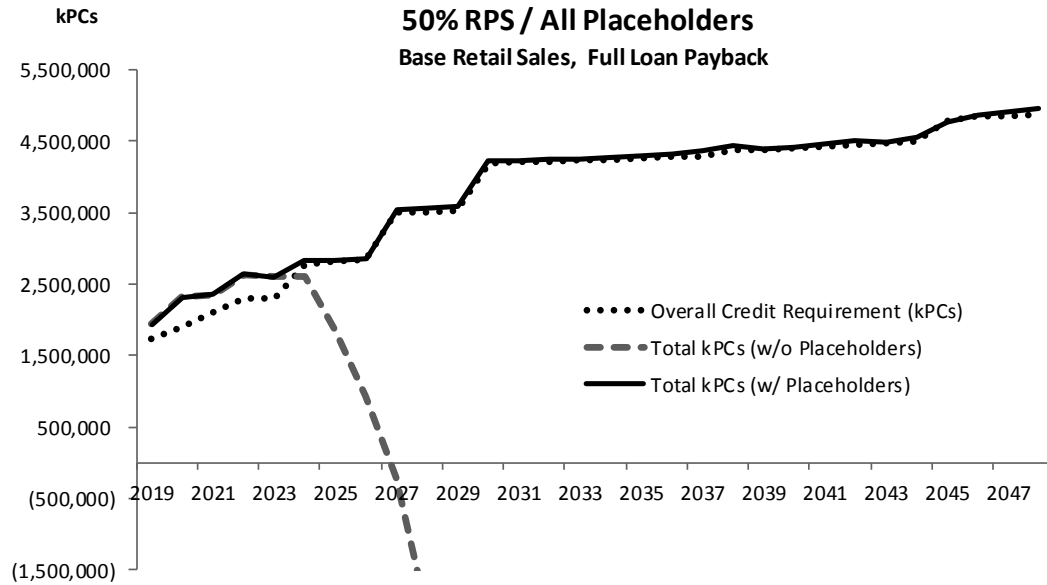
Renewable – Compliance Build Out Scenarios

Base Retail Sales, All Placeholder Buildout

SPPC RPS Compliance Outlook

50% RPS / All Placeholders

Base Retail Sales, Full Loan Payback



Projected RPS credit short-fall assuming no new projects >>

2024

Base Retail Sales, All Placeholder Buildout SPPC

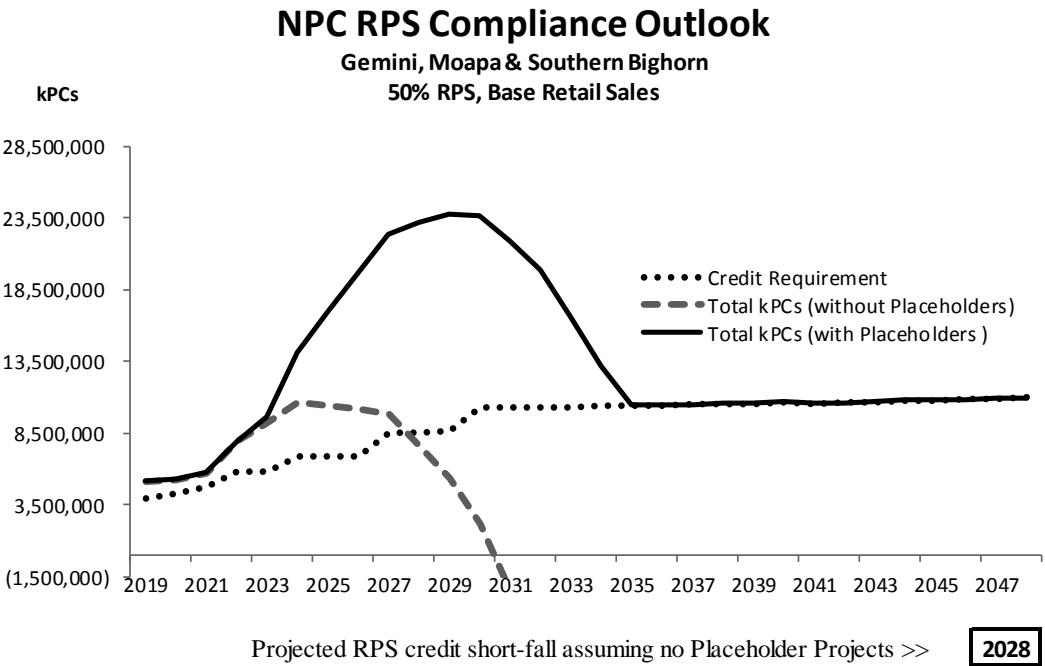
Project		MW	COD MTH/YR		
Placeholder >	PPA PV NN 25 MW Tracking (3X)	75.0	1	2024	75.0
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1	2025	
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1	2025	200.0
Placeholder >	PPA PV NN 25 MW Tracking (3X)	75.0	1	2026	75.0
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1	2027	
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1	2027	
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1	2027	300.0
Placeholder >	PPA PV NN 25 MW Tracking (1X)	25.0	1	2028	25.0
Placeholder >	PPA PV NN 25 MW Tracking (3X)	75.0	1	2029	75.0
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1	2030	
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1	2030	
Placeholder >	PPA PV NN 25 MW Tracking (1X)	25.0	1	2030	225.0
Placeholder >	PPA PV NN 25 MW Tracking (1X)	25.0	1	2031	25.0
Placeholder >	PPA PV NN 25 MW Tracking (1X)	25.0	1	2034	25.0
Placeholder >	PPA PV NN 25 MW Tracking (1X)	25.0	1	2037	25.0
Placeholder >	PPA PV NN 25 MW Tracking (2X)	50.0	1	2038	50.0
Placeholder >	PPA PV NN 25 MW Tracking (1X)	25.0	1	2040	25.0
Placeholder >	PPA PV NN 25 MW Tracking (1X)	25.0	1	2041	25.0
Placeholder >	PPA PV NN 25 MW Tracking (1X)	25.0	1	2044	25.0
Placeholder >	PPA PV NN 25 MW Tracking (3X)	75.0	1	2045	75.0
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1	2046	100.0
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 (1X)	25.0	1	2047	275.0
Placeholder >	PPA PV NN 25 MW Tracking (2X)	50.0	1	2049	50.0
Total SPPC		Total	1,675.0		1,675.0

The 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, All Placeholder Buildout

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
2019	1,434,742	(598,695)	135,223	346,266	0	629,778	1,947,314	1,731,330
2020	1,760,805	(906,376)	136,223	189,133	0	1,146,984	2,326,769	1,891,330
2021	2,048,186	(999,614)	136,223	210,067	0	964,877	2,359,739	2,100,673
2022	3,022,047	(1,002,075)	136,223	230,772	0	250,066	2,637,033	2,307,718
2023	2,897,937	(993,438)	136,223	230,639	0	329,315	2,600,676	2,306,389
2024	3,102,105	(989,861)	136,223	277,667	0	294,287	2,820,421	2,776,674
2025	3,650,968	(1,006,261)	136,223	0	0	43,747	2,824,677	2,815,869
2026	3,726,167	(1,011,887)	136,223	0	0	8,808	2,859,311	2,828,303
2027	4,396,338	(1,035,201)	136,223	0	0	31,008	3,528,368	3,498,961
2028	4,421,973	(1,038,395)	136,223	0	0	29,407	3,549,208	3,507,774
2029	4,433,739	(1,032,094)	136,223	0	0	41,434	3,579,302	3,516,734
2030	5,039,462	(1,028,288)	136,223	0	0	62,568	4,209,966	4,192,364
2031	5,099,074	(1,024,484)	136,223	0	0	17,602	4,228,414	4,199,614
2032	5,103,378	(1,023,479)	136,223	0	0	28,800	4,244,922	4,211,925
2033	5,079,797	(1,016,882)	136,223	0	0	32,997	4,232,135	4,220,910
2034	5,139,413	(1,013,084)	136,223	0	0	11,225	4,273,778	4,234,883
2035	5,129,780	(1,009,287)	136,223	0	0	38,895	4,295,610	4,250,360
2036	5,134,175	(1,008,247)	136,223	0	0	45,250	4,307,402	4,269,919
2037	5,179,770	(1,001,699)	136,223	0	0	37,483	4,351,776	4,284,018
2038	4,906,848	(687,915)	136,223	0	0	67,758	4,422,914	4,365,485
2039	4,885,427	(685,545)	136,223	0	0	57,429	4,393,534	4,383,916
2040	4,949,479	(685,047)	136,223	0	0	9,618	4,410,272	4,399,555
2041	4,982,474	(666,278)	136,223	0	0	10,717	4,463,136	4,417,594
2042	4,950,306	(639,948)	136,223	0	0	45,542	4,492,123	4,443,658
2043	4,942,291	(637,770)	136,223	0	0	48,465	4,489,209	4,460,364
2044	5,017,236	(637,334)	136,223	0	0	28,845	4,544,971	4,482,391
2045	4,674,721	(104,865)	136,223	0	0	62,580	4,768,659	4,763,687
2046	4,721,839	50	136,223	0	0	4,972	4,863,084	4,834,963
2047	4,691,527	60,050	136,223	0	0	28,121	4,915,921	4,855,778
2048	4,704,381	60,214	136,223	0	0	60,143	4,960,961	4,879,490
2049	4,622,275	64,302	136,223	0	0	81,471	4,904,270	4,895,191



Base Retail Sales, Gemini, Moapa & Southern Bighorn NPC

	Project	MW	COD	MTH/YR	
RFP >	Moapa 200 MW	60.0	12	2022	30%
RFP >	Southern Bighorn Solar	180.0	9	2023	60%
RFP >	Gemini Solar	690.0	12	2023	100%
Placeholder >	PPA Geo NN 25 MW (4X)	100.0	1	2035	100.0
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2036	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2036	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2036	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2036	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2036	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2036	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2036	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2036	
Placeholder >	PPA PV SN 25 MW Tracking (1X)	25.0	1	2036	925.0
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2037	
Placeholder >	PPA PV SN 25 MW Tracking (1X)	25.0	1	2037	125.0
Placeholder >	PPA PV SN 25 MW Tracking (3X)	75.0	1	2038	75.0
Placeholder >	PPA PV SN 25 MW Tracking (2X)	50.0	1	2039	50.0
Placeholder >	PPA PV SN 25 MW Tracking (2X)	50.0	1	2040	50.0
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2041	
Placeholder >	PPA PV SN 25 MW Tracking (2X)	50.0	1	2041	150.0
Placeholder >	PPA PV SN 25 MW Tracking (1X)	25.0	1	2042	25.0
Placeholder >	PPA PV SN 25 MW Tracking (1X)	25.0	1	2043	25.0
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2044	100.0
Placeholder >	PPA PV SN 25 MW Tracking (1X)	25.0	1	2045	25.0
Placeholder >	PPA PV SN 25 MW Tracking (2X)	50.0	1	2046	50.0
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2047	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2047	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2047	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2047	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2047	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2047	
Placeholder >	PPA PV SN 25 MW Tracking (2X)	50.0	1	2047	650.0
Placeholder >	PPA PV SN 25 MW Tracking (3X)	75.0	1	2048	75.0
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2049	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2049	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2049	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2049	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2049	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2049	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2049	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2049	
Placeholder >	PPA PV SN 25 MW Tracking (2X)	50.0	1	2049	850.0
Total NPC		4,205.0			4,205.0

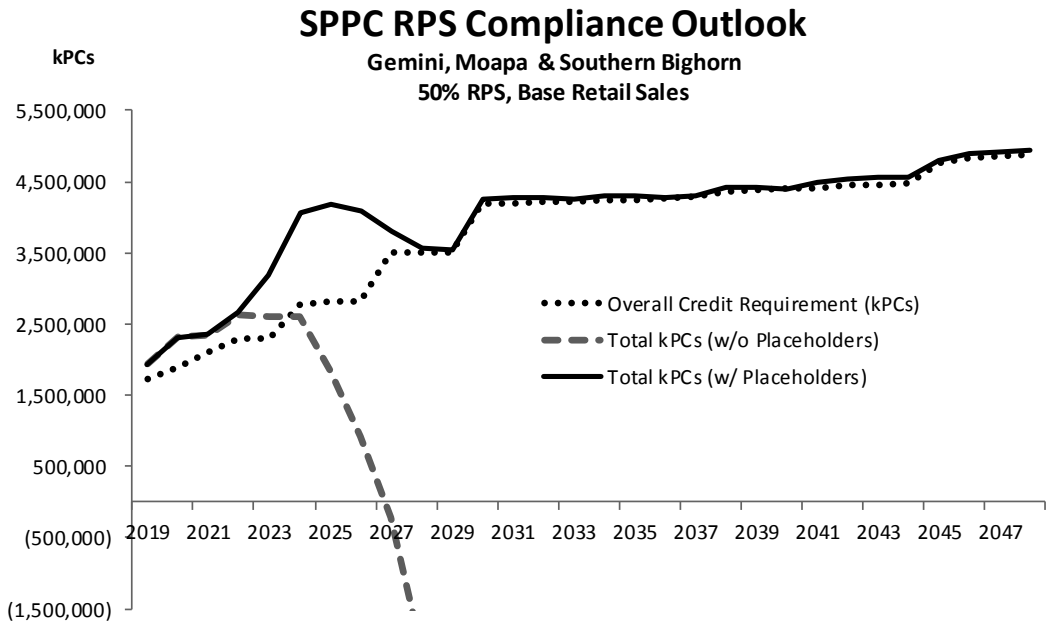
The placeholder projects do not imply intent. The timing and type of projects selected will be driven based on the proposals submitted and the options that are available at the time.

Base Retail Sales, Gemini, Moapa & Southern Bighorn

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
2019	3,448,208	94,120	589,446	785,652	(363,053)	598,958	5,153,331	3,928,262
2020	4,155,059	167,618	609,246	429,151	(354,263)	280,069	5,286,879	4,291,507
2021	4,400,290	167,751	609,246	472,919	(349,805)	456,934	5,757,335	4,729,186
2022	5,949,464	169,055	609,246	578,373	(384,308)	1,028,149	7,949,979	5,783,731
2023	6,333,092	170,360	609,246	581,038	(167,368)	2,166,248	9,692,617	5,810,375
2024	8,892,540	172,084	609,246	684,840	(54,491)	3,882,242	14,186,460	6,848,396
2025	8,844,661	172,978	609,246	0	0	7,338,064	16,964,948	6,868,189
2026	8,817,660	174,347	609,246	0	0	10,096,759	19,698,012	6,890,817
2027	8,790,661	164,202	609,246	0	0	12,807,195	22,371,304	8,542,265
2028	8,617,769	79,247	609,246	0	0	13,829,039	23,135,302	8,585,716
2029	8,568,321	61,081	609,246	0	0	14,549,586	23,788,234	8,618,025
2030	8,003,459	(125,719)	609,246	0	0	15,170,209	23,657,195	10,277,751
2031	7,976,468	(124,013)	609,246	0	0	13,379,444	21,841,144	10,299,957
2032	7,899,463	(137,211)	609,246	0	0	11,541,187	19,912,685	10,335,002
2033	6,653,068	(281,011)	609,246	0	0	9,577,683	16,558,986	10,354,557
2034	6,626,081	(279,305)	609,246	0	0	6,204,429	13,160,452	10,387,584
2035	7,208,837	(158,308)	609,246	0	0	2,772,868	10,432,643	10,423,935
2036	10,019,407	(157,031)	609,246	0	0	8,708	10,480,329	10,474,948
2037	10,070,883	(154,896)	609,246	0	0	5,381	10,530,614	10,506,824
2038	9,814,293	115,763	609,246	0	0	23,790	10,563,092	10,549,004
2039	9,867,587	114,829	609,246	0	0	14,088	10,605,750	10,598,457
2040	9,968,089	114,258	609,246	0	0	7,293	10,698,887	10,654,399
2041	9,939,127	20,045	609,246	0	0	44,488	10,612,907	10,588,611
2042	9,990,452	20,367	609,246	0	0	24,296	10,644,361	10,634,105
2043	10,041,778	20,689	609,246	0	0	10,256	10,681,968	10,679,872
2044	10,082,994	120,529	609,246	0	0	2,096	10,814,866	10,774,704
2045	10,108,939	120,200	609,246	0	0	40,162	10,878,547	10,821,503
2046	10,091,763	120,200	609,246	0	0	57,044	10,878,253	10,867,844
2047	10,178,788	120,200	609,246	0	0	10,409	10,918,643	10,914,560
2048	10,247,112	120,529	609,246	0	0	4,083	10,980,970	10,961,477
2049	10,306,745	120,201	609,246	0	0	19,494	11,055,685	11,008,596

Base Retail Sales, Gemini, Moapa & Southern Bighorn



Projected RPS credit short-fall assuming no new projects >>

2024

Base Retail Sales, Gemini, Moapa & Southern Bighorn SPPC

Project		MW	COD	MTH/YR	Split
RFP >	Moapa 200 MW	140.0	12	2022	70%
RFP >	Southern Bighorn Solar	120.0	9	2023	40%
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1	2028	
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1	2028	
Placeholder >	PPA PV NN 25 MW Tracking (3X)	75.0	1	2028	275.0
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1	2029	100.0
Placeholder >	PPA PV NN 25 MW Tracking (2X)	50.0	1	2029	50.0
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1	2030	
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1	2030	
Placeholder >	PPA PV NN 25 MW Tracking (3X)	75.0	1	2030	275.0
Placeholder >	PPA PV NN 25 MW Tracking (1X)	25.0	1	2034	25.0
Placeholder >	PPA PV NN 25 MW Tracking (1X)	25.0	1	2037	25.0
Placeholder >	PPA PV NN 25 MW Tracking (3X)	75.0	1	2038	75.0
Placeholder >	PPA PV NN 25 MW Tracking (2X)	50.0	1	2041	50.0
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1	2045	100.0
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1	2046	100.0
Placeholder >	PPA Geo NN 25 MW (4X)	100.0	1	2047	
Placeholder >	PPA PV NN 25 MW Tracking (3X)	75.0	1	2047	175.0
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1	2048	
Placeholder >	PPA PV NN 25 MW Tracking (2X)	50.0	1	2048	150.0
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1	2049	
Placeholder >	PPA PV NN 25 MW Tracking (1X)	25.0	1	2049	125.0
Total SPPC		Total	<u>1,785.0</u>		<u>1,785.0</u>

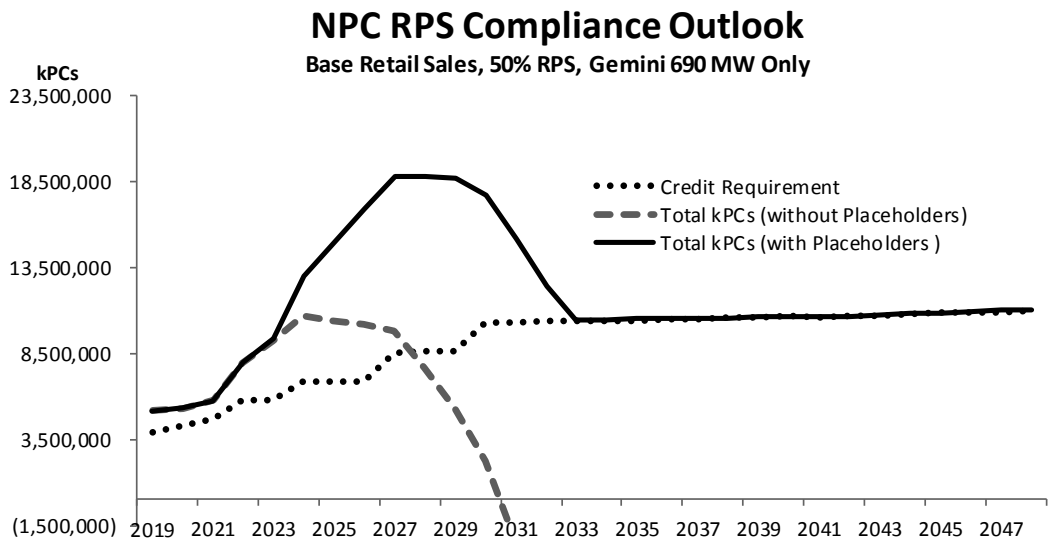
The placeholder projects do not imply intent. The timing and type of projects selected will be driven based on the proposals submitted and the options that are available at the time.

Base Retail Sales, Gemini, Moapa & Southern Bighorn

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
2019	1,434,742	(598,695)	135,223	346,266	0	629,778	1,947,314	1,731,330
2020	1,760,805	(906,376)	136,223	189,133	0	1,146,984	2,326,769	1,891,330
2021	2,048,186	(999,614)	136,223	210,067	0	964,877	2,359,739	2,100,673
2022	3,043,686	(1,002,075)	136,223	230,772	0	250,066	2,658,672	2,307,718
2023	3,472,548	(993,438)	136,223	230,639	0	350,954	3,196,926	2,306,389
2024	3,758,150	(989,861)	136,223	277,667	0	890,537	4,072,716	2,776,674
2025	3,747,693	(1,006,261)	136,223	0	0	1,296,042	4,173,696	2,815,869
2026	3,610,818	(1,011,887)	136,223	0	0	1,357,827	4,092,981	2,828,303
2027	3,445,643	(1,035,201)	136,223	0	0	1,264,678	3,811,343	3,498,961
2028	4,158,766	(1,038,395)	136,223	0	0	312,382	3,568,976	3,507,774
2029	4,374,692	(1,032,094)	136,223	0	0	61,202	3,540,023	3,516,734
2030	5,114,603	(1,028,288)	136,223	0	0	23,289	4,245,826	4,192,364
2031	5,100,645	(1,024,484)	136,223	0	0	53,462	4,265,846	4,199,614
2032	5,100,625	(1,023,479)	136,223	0	0	66,232	4,279,601	4,211,925
2033	5,072,734	(1,016,882)	136,223	0	0	67,676	4,259,751	4,220,910
2034	5,128,034	(1,013,084)	136,223	0	0	38,841	4,290,014	4,234,883
2035	5,114,083	(1,009,287)	136,223	0	0	55,131	4,296,149	4,250,360
2036	5,114,107	(1,008,247)	136,223	0	0	45,789	4,287,872	4,269,919
2037	5,155,439	(1,001,699)	136,223	0	0	17,953	4,307,916	4,284,018
2038	4,947,453	(687,915)	136,223	0	0	23,898	4,419,659	4,365,485
2039	4,921,715	(685,545)	136,223	0	0	54,174	4,426,567	4,383,916
2040	4,912,096	(685,047)	136,223	0	0	42,651	4,405,922	4,399,555
2041	5,010,128	(666,278)	136,223	0	0	6,367	4,486,440	4,417,594
2042	4,973,643	(639,948)	136,223	0	0	68,846	4,538,764	4,443,658
2043	4,961,311	(637,770)	136,223	0	0	95,106	4,554,870	4,460,364
2044	4,962,538	(637,334)	136,223	0	0	94,506	4,555,934	4,482,391
2045	4,685,108	(104,865)	136,223	0	0	73,543	4,790,008	4,763,687
2046	4,727,908	50	136,223	0	0	26,321	4,890,502	4,834,963
2047	4,606,390	120,050	136,223	0	0	55,539	4,918,202	4,855,778
2048	4,627,816	120,379	136,223	0	0	62,424	4,946,841	4,879,490
2049	4,604,637	120,051	136,223	0	0	67,351	4,928,262	4,895,191

Base Retail Sales, Gemini Solar Only



Projected RPS credit short-fall assuming no new projects >>

2028

Base Retail Sales, Gemini Solar Only NPC

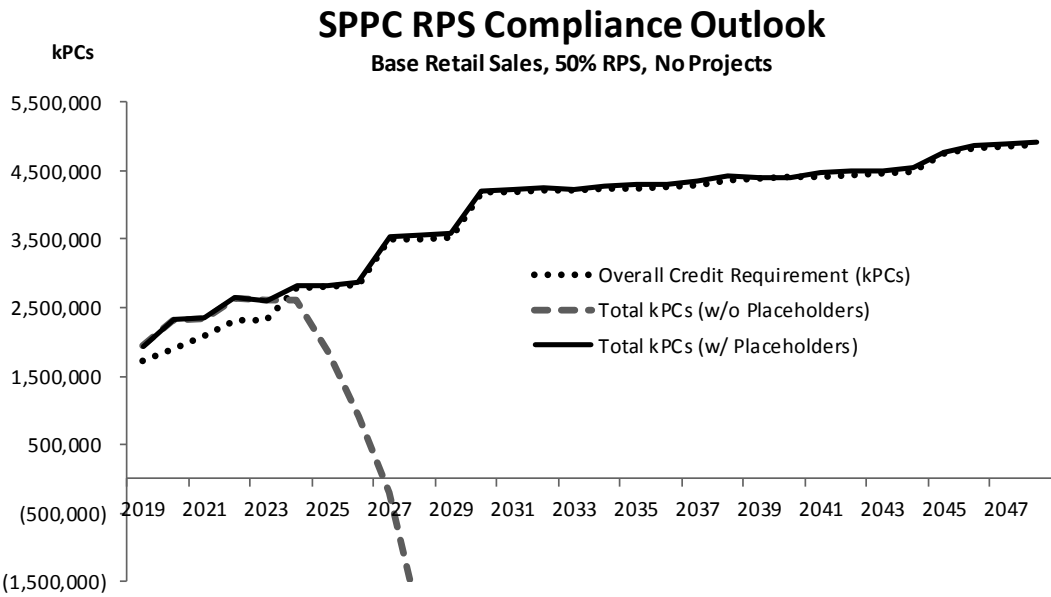
	Project	MW	COD	MTH/YR	
RFP >	Gemini Solar	690.0	12	2023	100%
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2033	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2033	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2033	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2033	
Placeholder >	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 (4X)	100.0	1	2033	700.0
Placeholder >	PPA Geo NN 25 MW (4X)	100.0	1	2034	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2034	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2034	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2034	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2034	500.0
Placeholder >	PPA PV SN 25 MW Tracking (3X)	75.0	1	2035	75.0
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2037	100.0
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2038	100.0
Placeholder >	PPA PV SN 25 MW Tracking (2X)	50.0	1	2039	50.0
Placeholder >	PPA PV SN 25 MW Tracking (1X)	25.0	1	2040	25.0
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2041	
Placeholder >	PPA PV SN 25 MW Tracking (3X)	75.0	1	2041	175.0
Placeholder >	PPA PV SN 25 MW Tracking (1X)	25.0	1	2042	25.0
Placeholder >	PPA PV SN 25 MW Tracking (1X)	25.0	1	2043	25.0
Placeholder >	PPA PV SN 25 MW Tracking (3X)	75.0	1	2044	75.0
Placeholder >	PPA PV SN 25 MW Tracking (1X)	25.0	1	2045	25.0
Placeholder >	PPA PV SN 25 MW Tracking (3X)	75.0	1	2046	75.0
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2047	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2047	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2047	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2047	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2047	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2047	
Placeholder >	PPA PV SN 25 MW Tracking (2X)	50.0	1	2047	650.0
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2049	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2049	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2049	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2049	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2049	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2049	
Placeholder >	PPA PV SN 25 MW Tracking (2X)	50.0	1	2049	650.0
Total NPC		3,940.0			3,940.0

The 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, Gemini Solar Only

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
2019	3,448,208	94,120	589,446	785,652	(363,053)	598,958	5,153,331	3,928,262
2020	4,155,059	167,618	609,246	429,151	(354,263)	280,069	5,286,879	4,291,507
2021	4,400,290	167,751	609,246	472,919	(349,805)	456,934	5,757,335	4,729,186
2022	5,940,190	169,055	609,246	578,373	(384,308)	1,028,149	7,940,705	5,783,731
2023	5,962,807	170,360	609,246	581,038	(167,368)	2,156,974	9,313,058	5,810,375
2024	8,087,481	172,084	609,246	684,840	(54,491)	3,502,683	13,001,842	6,848,396
2025	8,044,605	172,978	609,246	0	0	6,153,446	14,980,275	6,868,189
2026	8,021,622	174,347	609,246	0	0	8,112,086	16,917,301	6,890,817
2027	7,998,641	164,202	609,246	0	0	10,026,484	18,798,573	8,542,265
2028	7,827,607	79,247	609,246	0	0	10,256,308	18,772,408	8,585,716
2029	7,784,335	61,081	609,246	0	0	10,186,692	18,641,355	8,618,025
2030	7,223,490	(125,719)	609,246	0	0	10,023,330	17,730,347	10,277,751
2031	7,200,516	(124,013)	609,246	0	0	7,452,596	15,138,344	10,299,957
2032	7,125,414	(137,211)	609,246	0	0	4,838,387	12,435,836	10,335,002
2033	8,012,598	(281,011)	609,246	0	0	2,100,834	10,441,667	10,354,557
2034	9,862,563	(159,305)	609,246	0	0	87,110	10,399,614	10,387,584
2035	10,020,027	(158,308)	609,246	0	0	12,030	10,482,996	10,423,935
2036	10,023,355	(157,031)	609,246	0	0	59,061	10,534,631	10,474,948
2037	10,002,857	(154,896)	609,246	0	0	59,683	10,516,890	10,506,824
2038	9,826,265	115,763	609,246	0	0	10,066	10,561,340	10,549,004
2039	9,883,576	114,829	609,246	0	0	12,336	10,619,987	10,598,457
2040	9,911,962	114,258	609,246	0	0	21,530	10,656,997	10,654,399
2041	9,963,151	20,045	609,246	0	0	2,598	10,595,040	10,588,611
2042	10,018,493	20,367	609,246	0	0	6,429	10,654,535	10,634,105
2043	10,073,836	20,689	609,246	0	0	20,430	10,724,201	10,679,872
2044	10,042,980	120,529	609,246	0	0	44,329	10,817,083	10,774,704
2045	10,073,051	120,200	609,246	0	0	42,379	10,844,877	10,821,503
2046	10,135,873	120,200	609,246	0	0	23,374	10,888,692	10,867,844
2047	10,226,915	120,200	609,246	0	0	20,848	10,977,209	10,914,560
2048	10,243,771	120,529	609,246	0	0	62,649	11,036,195	10,961,477
2049	10,230,764	120,200	609,246	0	0	74,718	11,034,928	11,008,596



Projected RPS credit short-fall assuming no new projects >>

2024

Base Retail Sales, Gemini Solar Only SPPC

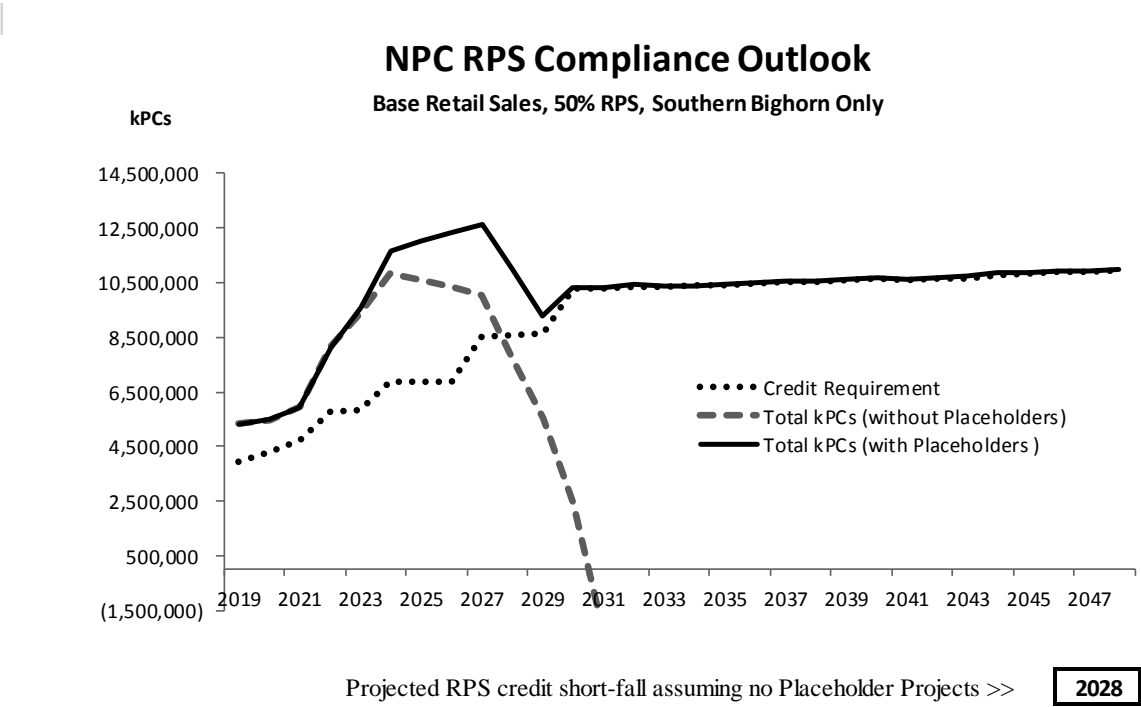
Project		MW	COD MTH/YR	Split
Placeholder >	PPA PV NN 25 MW Tracking (3X)	75.0	1 2024	75.0
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1 2025	
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1 2025	200.0
Placeholder >	PPA PV NN 25 MW Tracking (3X)	75.0	1 2026	75.0
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1 2027	
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1 2027	
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1 2027	300.0
Placeholder >	PPA PV NN 25 MW Tracking (1X)	25.0	1 2028	25.0
Placeholder >	PPA PV NN 25 MW Tracking (3X)	75.0	1 2029	75.0
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1 2030	
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1 2030	
Placeholder >	PPA PV NN 25 MW Tracking (1X)	25.0	1 2030	225.0
Placeholder >	PPA PV NN 25 MW Tracking (1X)	25.0	1 2031	25.0
Placeholder >	PPA PV NN 25 MW Tracking (1X)	25.0	1 2034	25.0
Placeholder >	PPA PV NN 25 MW Tracking (1X)	25.0	1 2037	25.0
Placeholder >	PPA PV NN 25 MW Tracking (2X)	50.0	1 2038	50.0
Placeholder >	PPA PV NN 25 MW Tracking (1X)	25.0	1 2040	25.0
Placeholder >	PPA PV NN 25 MW Tracking (1X)	25.0	1 2041	25.0
Placeholder >	PPA PV NN 25 MW Tracking (1X)	25.0	1 2044	25.0
Placeholder >	PPA PV NN 25 MW Tracking (3X)	75.0	1 2045	75.0
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1 2046	100.0
Placeholder >	PPA Geo NN 25 MW (4X)	100.0	1 2047	
Placeholder >	PPA PV NN 25 MW Tracking (3X)	75.0	1 2047	175.0
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1 2049	100.0
Total SPPC		Total		
		1,625.0		1,625.0

The 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, Gemini Solar Only

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
2019	1,434,742	(598,695)	135,223	346,266	0	629,778	1,947,314	1,731,330
2020	1,760,805	(906,376)	136,223	189,133	0	1,146,984	2,326,769	1,891,330
2021	2,048,186	(999,614)	136,223	210,067	0	964,877	2,359,739	2,100,673
2022	3,022,047	(1,002,075)	136,223	230,772	0	250,066	2,637,033	2,307,718
2023	2,897,937	(993,438)	136,223	230,639	0	329,315	2,600,676	2,306,389
2024	3,102,105	(989,861)	136,223	277,667	0	294,287	2,820,421	2,776,674
2025	3,650,968	(1,006,261)	136,223	0	0	43,747	2,824,677	2,815,869
2026	3,726,167	(1,011,887)	136,223	0	0	8,808	2,859,311	2,828,303
2027	4,396,338	(1,035,201)	136,223	0	0	31,008	3,528,368	3,498,961
2028	4,421,973	(1,038,395)	136,223	0	0	29,407	3,549,208	3,507,774
2029	4,433,739	(1,032,094)	136,223	0	0	41,434	3,579,302	3,516,734
2030	5,039,462	(1,028,288)	136,223	0	0	62,568	4,209,966	4,192,364
2031	5,099,074	(1,024,484)	136,223	0	0	17,602	4,228,414	4,199,614
2032	5,103,378	(1,023,479)	136,223	0	0	28,800	4,244,922	4,211,925
2033	5,079,797	(1,016,882)	136,223	0	0	32,997	4,232,135	4,220,910
2034	5,139,413	(1,013,084)	136,223	0	0	11,225	4,273,778	4,234,883
2035	5,129,780	(1,009,287)	136,223	0	0	38,895	4,295,610	4,250,360
2036	5,134,175	(1,008,247)	136,223	0	0	45,250	4,307,402	4,269,919
2037	5,179,770	(1,001,699)	136,223	0	0	37,483	4,351,776	4,284,018
2038	4,906,848	(687,915)	136,223	0	0	67,758	4,422,914	4,365,485
2039	4,885,427	(685,545)	136,223	0	0	57,429	4,393,534	4,383,916
2040	4,949,479	(685,047)	136,223	0	0	9,618	4,410,272	4,399,555
2041	4,982,474	(666,278)	136,223	0	0	10,717	4,463,136	4,417,594
2042	4,950,306	(639,948)	136,223	0	0	45,542	4,492,123	4,443,658
2043	4,942,291	(637,770)	136,223	0	0	48,465	4,489,209	4,460,364
2044	5,017,236	(637,334)	136,223	0	0	28,845	4,544,971	4,482,391
2045	4,674,721	(104,865)	136,223	0	0	62,580	4,768,659	4,763,687
2046	4,721,839	50	136,223	0	0	4,972	4,863,084	4,834,963
2047	4,604,637	120,050	136,223	0	0	28,121	4,889,031	4,855,778



Base Retail Sales, Southern Bighorn Solar Only NPC

	Project	MW	COD	MTH/YR	
RFP >	Southern Bighorn Solar	180.0	9	2023	60%
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 (4X)	100.0	1	2030	
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 (4X)	100.0	1	2030	
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 (4X)	100.0	1	2030	
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	1,150.0
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 (1X)	25.0	1	2031	225.0
Placeholder >	PPA PV SN 25 MW Tracking (2X)	50.0	1	2032	50.0
Placeholder >	PPA Geo NN 25 MW (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	275.0
Placeholder >	PPA PV SN 25 MW Tracking (1X)	25.0	1	2034	25.0
Placeholder >	PPA PV SN 25 MW Tracking (2X)	50.0	1	2035	50.0
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2037	
Placeholder >	PPA PV SN 25 MW Tracking (1X)	25.0	1	2037	125.0
Placeholder >	PPA PV SN 25 MW Tracking (2X)	50.0	1	2038	50.0
Placeholder >	PPA PV SN 25 MW Tracking (3X)	75.0	1	2039	75.0
Placeholder >	PPA PV SN 25 MW Tracking (1X)	25.0	1	2040	25.0
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2041	
Placeholder >	PPA PV SN 25 MW Tracking (2X)	50.0	1	2041	150.0
Placeholder >	PPA PV SN 25 MW Tracking (2X)	50.0	1	2042	50.0
Placeholder >	PPA PV SN 25 MW Tracking (3X)	75.0	1	2044	75.0
Placeholder >	PPA PV SN 25 MW Tracking (1X)	25.0	1	2045	25.0
Placeholder >	PPA PV SN 25 MW Tracking (3X)	75.0	1	2046	75.0
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2047	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2047	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2047	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2047	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2047	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2047	
Placeholder >	PPA PV SN 25 MW Tracking (1X)	25.0	1	2047	625.0
Placeholder >	PPA PV SN 25 MW Tracking (1X)	25.0	1	2048	25.0
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2049	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2049	200.0
Total NPC		3,455.0			3,455.0

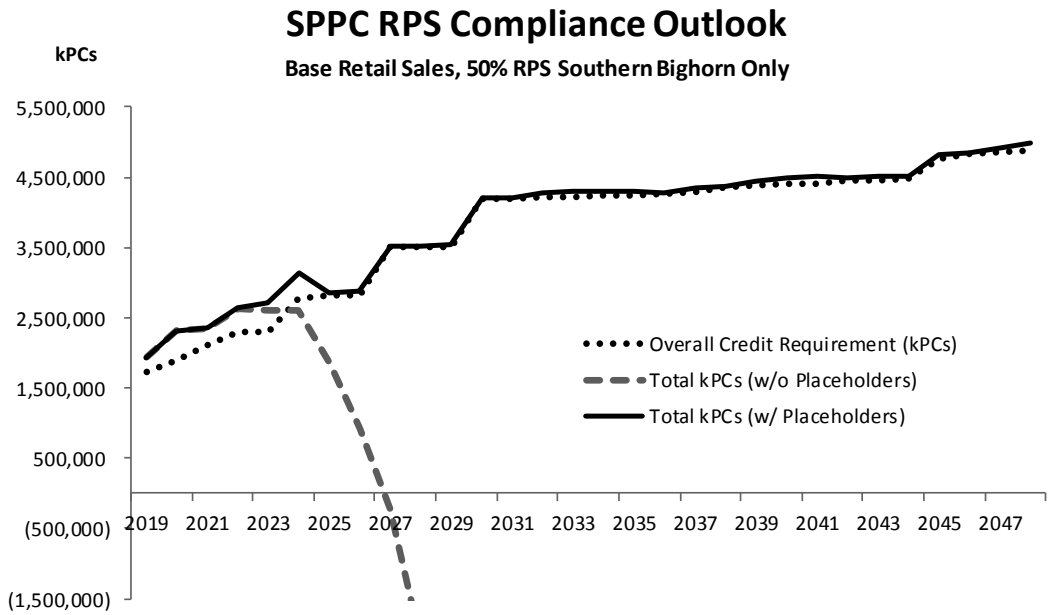
The placeholder projects do not imply intent. The timing and type of projects selected will be driven based on the proposals submitted and the options that are available at the time.

Base Retail Sales, Southern Bighorn Solar Only

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
2019	3,643,522	111,928	589,446	785,652	(382,825)	598,958	5,346,681	3,928,262
2020	4,155,059	167,618	609,246	429,151	(354,263)	473,419	5,480,230	4,291,507
2021	4,400,290	167,751	609,246	472,919	(349,805)	650,285	5,950,686	4,729,186
2022	5,940,190	169,055	609,246	578,373	(384,308)	1,221,500	8,134,056	5,783,731
2023	6,025,382	170,360	609,246	581,038	(167,368)	2,350,325	9,568,984	5,810,375
2024	6,463,258	172,084	609,246	684,840	(54,491)	3,758,609	11,633,546	6,848,396
2025	6,433,020	172,978	609,246	0	0	4,785,150	12,000,393	6,868,189
2026	6,418,135	174,347	609,246	0	0	5,132,204	12,333,932	6,890,817
2027	6,403,253	164,202	609,246	0	0	5,443,115	12,619,816	8,542,265
2028	6,235,969	79,247	609,246	0	0	4,077,551	11,002,014	8,585,716
2029	6,205,145	61,081	609,246	0	0	2,416,298	9,291,770	8,618,025
2030	9,147,492	(125,719)	609,246	0	0	673,745	10,304,764	10,277,751
2031	9,816,439	(124,013)	609,246	0	0	27,013	10,328,685	10,299,957
2032	9,909,002	(137,211)	609,246	0	0	28,728	10,409,765	10,335,002
2033	9,858,343	(161,011)	609,246	0	0	74,763	10,381,341	10,354,557
2034	9,919,453	(159,305)	609,246	0	0	26,784	10,396,179	10,387,584
2035	10,009,037	(158,308)	609,246	0	0	8,595	10,468,569	10,423,935
2036	10,020,455	(157,031)	609,246	0	0	44,634	10,517,304	10,474,948
2037	10,084,044	(154,896)	609,246	0	0	42,356	10,580,751	10,506,824
2038	9,763,591	115,763	609,246	0	0	73,927	10,562,527	10,549,004
2039	9,904,981	114,829	609,246	0	0	13,523	10,642,579	10,598,457
2040	9,941,547	114,258	609,246	0	0	44,122	10,709,173	10,654,399
2041	9,924,773	20,045	609,246	0	0	54,774	10,608,839	10,588,611
2042	10,064,195	20,367	609,246	0	0	20,228	10,714,036	10,634,105
2043	10,051,656	20,689	609,246	0	0	79,931	10,761,521	10,679,872
2044	10,028,861	120,529	609,246	0	0	81,649	10,840,285	10,774,704
2045	10,067,070	120,200	609,246	0	0	65,581	10,862,096	10,821,503
2046	10,137,990	120,200	609,246	0	0	40,593	10,908,029	10,867,844
2047	10,161,151	120,200	609,246	0	0	40,185	10,930,782	10,914,560
2048	10,262,136	120,529	609,246	0	0	16,222	11,008,132	10,961,477
2049	10,306,745	120,200	609,246	0	0	46,655	11,082,846	11,008,596

Base Retail Sales, Southern Bighorn Solar Only



Projected RPS credit short-fall assuming no new projects >>

2024

Base Retail Sales, Southern Bighorn Solar Only SPPC

Project		MW	COD MTH/YR		Split
RFP >	Southern Bighorn Solar	120.0	9	2023	40%
Placeholder >	PPA PV NN 25 MW Tracking (1X)	25.0	1	2025	25.0
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1	2026	
Placeholder >	PPA PV NN 25 MW Tracking (3X)	75.0	1	2026	175.0
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1	2027	
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1	2027	
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1	2027	300.0
Placeholder >	PPA PV NN 25 MW Tracking (1X)	25.0	1	2028	25.0
Placeholder >	PPA PV NN 25 MW Tracking (3X)	75.0	1	2029	75.0
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1	2030	
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1	2030	
Placeholder >	PPA PV NN 25 MW Tracking (2X)	50.0	1	2030	250.0
Placeholder >	PPA PV NN 25 MW Tracking (1X)	25.0	1	2032	25.0
Placeholder >	PPA PV NN 25 MW Tracking (2X)	50.0	1	2037	50.0
Placeholder >	PPA PV NN 25 MW Tracking (1X)	25.0	1	2038	25.0
Placeholder >	PPA PV NN 25 MW Tracking (2X)	50.0	1	2039	50.0
Placeholder >	PPA PV NN 25 MW Tracking (1X)	25.0	1	2043	25.0
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1	2045	
Placeholder >	PPA PV NN 25 MW Tracking (1X)	25.0	1	2045	125.0
Placeholder >	PPA PV NN 25 MW Tracking (2X)	50.0	1	2046	50.0
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 (2X)	50.0	1	2047	300.0
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1	2049	100.0
Total SPPC		Total		<u>1,720.0</u>	<u>1,720.0</u>

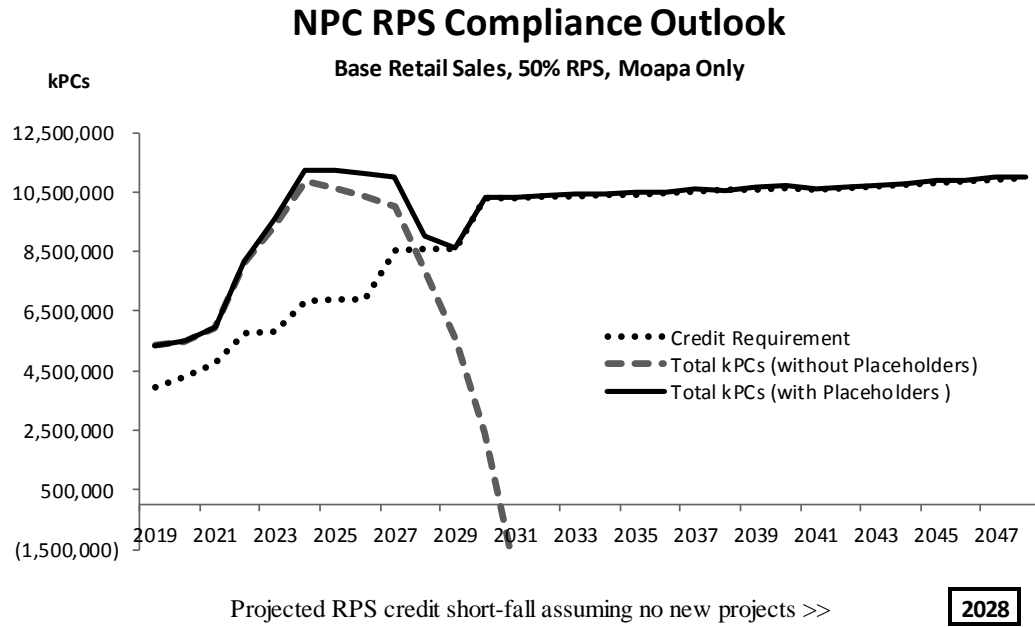
The placeholder projects do not imply intent. The timing and type of projects selected will be driven based on the proposals submitted and the options that are available at the time.

Base Retail Sales, Southern Bighorn Solar Only

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
2019	1,434,742	(598,695)	135,223	346,266	0	629,778	1,947,314	1,731,330
2020	1,760,805	(906,376)	136,223	189,133	0	1,146,984	2,326,769	1,891,330
2021	2,048,186	(999,614)	136,223	210,067	0	964,877	2,359,739	2,100,673
2022	3,022,047	(1,002,075)	136,223	230,772	0	250,066	2,637,033	2,307,718
2023	3,013,693	(993,438)	136,223	230,639	0	329,315	2,716,431	2,306,389
2024	3,299,418	(989,861)	136,223	277,667	0	410,042	3,133,490	2,776,674
2025	3,361,761	(1,006,261)	136,223	0	0	356,816	2,848,539	2,815,869
2026	3,711,947	(1,011,887)	136,223	0	0	32,670	2,868,952	2,828,303
2027	4,380,095	(1,035,201)	136,223	0	0	40,649	3,521,767	3,498,961
2028	4,403,658	(1,038,395)	136,223	0	0	22,806	3,524,292	3,507,774
2029	4,413,452	(1,032,094)	136,223	0	0	16,518	3,534,099	3,516,734
2030	5,086,405	(1,028,288)	136,223	0	0	17,365	4,211,704	4,192,364
2031	5,074,741	(1,024,484)	136,223	0	0	19,340	4,205,820	4,199,614
2032	5,146,392	(1,023,479)	136,223	0	0	6,206	4,265,342	4,211,925
2033	5,120,671	(1,016,882)	136,223	0	0	53,417	4,293,429	4,220,910
2034	5,109,013	(1,013,084)	136,223	0	0	72,519	4,304,671	4,234,883
2035	5,097,356	(1,009,287)	136,223	0	0	69,788	4,294,080	4,250,360
2036	5,099,635	(1,008,247)	136,223	0	0	43,720	4,271,330	4,269,919
2037	5,212,553	(1,001,699)	136,223	0	0	1,411	4,348,488	4,284,018
2038	4,868,356	(687,915)	136,223	0	0	64,470	4,381,134	4,365,485
2039	4,983,417	(685,545)	136,223	0	0	15,649	4,449,745	4,383,916
2040	4,976,268	(685,047)	136,223	0	0	65,829	4,493,272	4,399,555
2041	4,937,914	(666,278)	136,223	0	0	93,717	4,501,576	4,417,594
2042	4,903,724	(639,948)	136,223	0	0	83,982	4,483,982	4,443,658
2043	4,962,938	(637,770)	136,223	0	0	40,324	4,501,715	4,460,364
2044	4,966,470	(637,334)	136,223	0	0	41,351	4,506,711	4,482,391
2045	4,760,576	(104,865)	136,223	0	0	24,320	4,816,253	4,763,687
2046	4,667,166	50	136,223	0	0	52,566	4,856,005	4,834,963
2047	4,704,084	60,050	136,223	0	0	21,042	4,921,399	4,855,778
2048	4,714,944	60,214	136,223	0	0	65,621	4,977,002	4,879,490
2049	4,622,275	64,301	136,223	0	0	97,512	4,920,311	4,895,191

Base Retail Sales, Moapa Solar Only



Base Retail Sales, Moapa Solar Only NPC

	Project	MW	COD	MTH/YR	
RFP >	Moapa 200 MW	60.0	12	2022	30%
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2029	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2029	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2029	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2029	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2029	
Placeholder >	PPA PV SN 25 MW Tracking (3X)	75.0	1	2029	575.0
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 (4X)	100.0	1	2030	
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 (4X)	100.0	1	2030	
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 (1X)	25.0	1	2030	925.0
Placeholder >	PPA PV SN 25 MW Tracking (2X)	50.0	1	2032	50.0
Placeholder >	PPA Geo NN 25 MW (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	300.0
Placeholder >	PPA PV SN 25 MW Tracking (2X)	50.0	1	2035	50.0
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2037	
Placeholder >	PPA PV SN 25 MW Tracking (1X)	25.0	1	2037	125.0
Placeholder >	PPA PV SN 25 MW Tracking (2X)	50.0	1	2038	50.0
Placeholder >	PPA PV SN 25 MW Tracking (3X)	75.0	1	2039	75.0
Placeholder >	PPA PV SN 25 MW Tracking (1X)	25.0	1	2040	25.0
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2041	
Placeholder >	PPA PV SN 25 MW Tracking (2X)	50.0	1	2041	150.0
Placeholder >	PPA PV SN 25 MW Tracking (1X)	25.0	1	2042	25.0
Placeholder >	PPA PV SN 25 MW Tracking (1X)	25.0	1	2043	25.0
Placeholder >	PPA PV SN 25 MW Tracking (3X)	75.0	1	2044	75.0
Placeholder >	PPA PV SN 25 MW Tracking (2X)	50.0	1	2045	50.0
Placeholder >	PPA PV SN 25 MW Tracking (1X)	25.0	1	2046	25.0
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2047	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2047	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2047	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2047	
Placeholder >	PPA PV SN 25 MW Tracking (4X)	100.0	1	2047	
Placeholder >	PPA PV SN 25 MW Tracking (3X)	75.0	1	2047	675.0
Placeholder >	PPA PV SN 25 MW Tracking (1X)	25.0	1	2048	25.0
Placeholder >	PPA PV SN 25 MW Tracking (2X)	50.0	1	2049	50.0
Total NPC		3,335.0			3,335.0

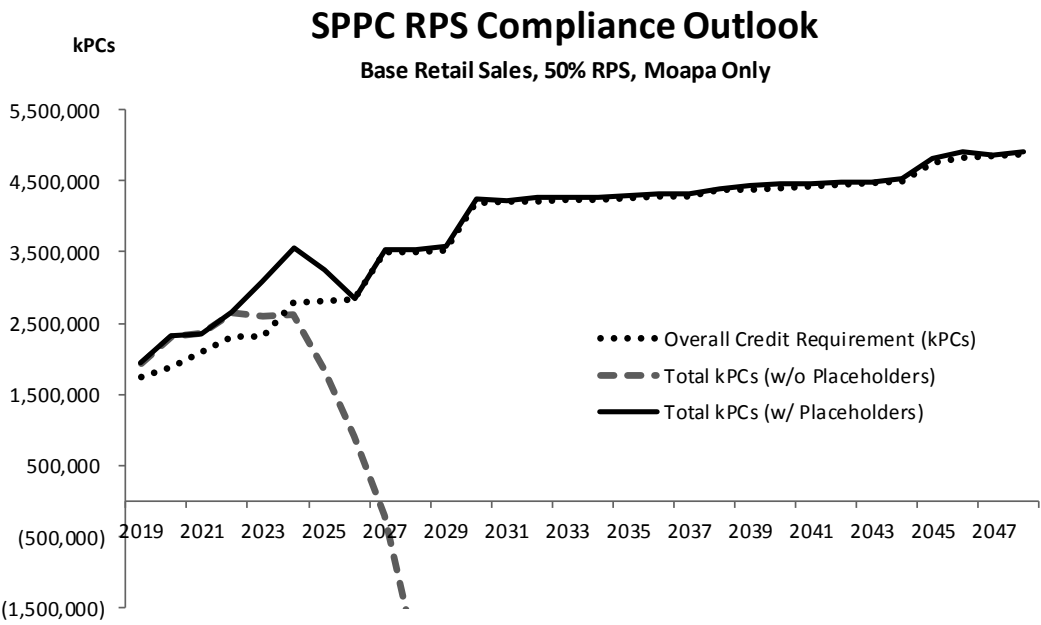
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Base Retail Sales, Moapa Solar Only

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
2019	3,643,522	111,928	589,446	785,652	(382,825)	598,958	5,346,681	3,928,262
2020	4,155,059	167,618	609,246	429,151	(354,263)	473,419	5,480,230	4,291,507
2021	4,400,290	167,751	609,246	472,919	(349,805)	650,285	5,950,686	4,729,186
2022	5,949,464	169,055	609,246	578,373	(384,308)	1,221,500	8,143,330	5,783,731
2023	6,048,402	170,360	609,246	581,038	(167,368)	2,359,599	9,601,277	5,810,375
2024	6,051,399	172,084	609,246	684,840	(54,491)	3,790,902	11,253,979	6,848,396
2025	6,023,122	172,978	609,246	0	0	4,405,583	11,210,929	6,868,189
2026	6,010,289	174,347	609,246	0	0	4,342,740	11,136,622	6,890,817
2027	5,997,457	164,202	609,246	0	0	4,245,805	11,016,710	8,542,265
2028	5,831,118	79,247	609,246	0	0	2,474,445	8,994,056	8,585,716
2029	7,550,997	61,081	609,246	0	0	408,340	8,629,665	8,618,025
2030	9,811,573	(125,719)	609,246	0	0	11,640	10,306,739	10,277,751
2031	9,798,748	(124,013)	609,246	0	0	28,988	10,312,969	10,299,957
2032	9,893,319	(137,211)	609,246	0	0	13,012	10,378,365	10,335,002
2033	9,920,733	(161,011)	609,246	0	0	43,363	10,412,331	10,354,557
2034	9,907,914	(159,305)	609,246	0	0	57,774	10,415,630	10,387,584
2035	9,999,548	(158,308)	609,246	0	0	28,046	10,478,532	10,423,935
2036	10,012,997	(157,031)	609,246	0	0	54,597	10,519,808	10,474,948
2037	10,078,657	(154,896)	609,246	0	0	44,860	10,577,868	10,506,824
2038	9,760,255	115,763	609,246	0	0	71,044	10,556,307	10,549,004
2039	9,903,695	114,829	609,246	0	0	7,303	10,635,074	10,598,457
2040	9,942,314	114,258	609,246	0	0	36,617	10,702,435	10,654,399
2041	9,927,589	20,045	609,246	0	0	48,036	10,604,916	10,588,611
2042	9,993,081	20,367	609,246	0	0	16,305	10,638,999	10,634,105
2043	10,058,573	20,689	609,246	0	0	4,894	10,693,402	10,679,872
2044	10,037,853	120,529	609,246	0	0	13,530	10,781,158	10,774,704
2045	10,154,068	120,200	609,246	0	0	6,454	10,889,969	10,821,503
2046	10,075,086	120,200	609,246	0	0	68,466	10,872,997	10,867,844
2047	10,252,251	120,200	609,246	0	0	5,153	10,986,851	10,914,560
2048	10,182,606	120,529	609,246	0	0	72,291	10,984,671	10,961,477
2049	10,306,745	120,200	609,246	0	0	23,194	11,059,385	11,008,596

Base Retail Sales, Moapa Solar Only



Projected RPS credit short-fall assuming no new projects >>

2024

Base Retail Sales, Moapa Solar Only SPPC

Project		MW	COD	MTH/YR	Split
RFP >	Moapa 200 MW	140.0	12	2022	70%
Placeholder >	PPA PV NN 25 MW Tracking (1X)	25.0	1	2026	25.0
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1	2027	
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1	2027	
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1	2027	
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1	2027	
Placeholder >	PPA PV NN 25 MW Tracking (3X)	75.0	1	2027	475.0
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1	2029	100.0
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1	2030	
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1	2030	
Placeholder >	PPA PV NN 25 MW Tracking (1X)	25.0	1	2030	225.0
Placeholder >	PPA PV NN 25 MW Tracking (1X)	25.0	1	2032	25.0
Placeholder >	PPA PV NN 25 MW Tracking (1X)	25.0	1	2035	25.0
Placeholder >	PPA PV NN 25 MW Tracking (3X)	75.0	1	2038	75.0
Placeholder >	PPA PV NN 25 MW Tracking (1X)	25.0	1	2039	25.0
Placeholder >	PPA PV NN 25 MW Tracking (1X)	25.0	1	2042	25.0
Placeholder >	PPA PV NN 25 MW Tracking (1X)	25.0	1	2044	25.0
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1	2045	100.0
Placeholder >	PPA PV NN 25 MW Tracking (3X)	75.0	1	2046	75.0
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	250.0
Placeholder >	PPA PV NN 25 MW Tracking (4X)	100.0	1	2048	
Placeholder >	PPA PV NN 25 MW Tracking (3X)	75.0	1	2048	175.0
Total SPPC		Total		<u>1,765.0</u>	<u>1,765.0</u>

The 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, Moapa Solar Only

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
2019	1,434,742	(598,695)	135,223	346,266	0	629,778	1,947,314	1,731,330
2020	1,760,805	(906,376)	136,223	189,133	0	1,146,984	2,326,769	1,891,330
2021	2,048,186	(999,614)	136,223	210,067	0	964,877	2,359,739	2,100,673
2022	3,043,686	(1,002,075)	136,223	230,772	0	250,066	2,658,672	2,307,718
2023	3,356,792	(993,438)	136,223	230,639	0	350,954	3,081,170	2,306,389
2024	3,352,510	(989,861)	136,223	277,667	0	774,781	3,551,321	2,776,674
2025	3,344,375	(1,006,261)	136,223	0	0	774,647	3,248,984	2,815,869
2026	3,278,775	(1,011,887)	136,223	0	0	433,115	2,836,226	2,828,303
2027	4,431,419	(1,035,201)	136,223	0	0	7,923	3,540,365	3,498,961
2028	4,385,407	(1,038,395)	136,223	0	0	41,404	3,524,639	3,507,774
2029	4,464,232	(1,032,094)	136,223	0	0	16,865	3,585,226	3,516,734
2030	5,067,661	(1,028,288)	136,223	0	0	68,492	4,244,088	4,192,364
2031	5,055,725	(1,024,484)	136,223	0	0	51,724	4,219,188	4,199,614
2032	5,127,052	(1,023,479)	136,223	0	0	19,574	4,259,370	4,211,925
2033	5,101,112	(1,016,882)	136,223	0	0	47,445	4,267,899	4,220,910
2034	5,089,182	(1,013,084)	136,223	0	0	46,989	4,259,310	4,234,883
2035	5,146,506	(1,009,287)	136,223	0	0	24,427	4,297,870	4,250,360
2036	5,148,647	(1,008,247)	136,223	0	0	47,510	4,324,133	4,269,919
2037	5,122,656	(1,001,699)	136,223	0	0	54,214	4,311,393	4,284,018
2038	4,916,692	(687,915)	136,223	0	0	27,375	4,392,375	4,365,485
2039	4,962,229	(685,545)	136,223	0	0	26,890	4,439,797	4,383,916
2040	4,954,749	(685,047)	136,223	0	0	55,881	4,461,806	4,399,555
2041	4,916,183	(666,278)	136,223	0	0	62,251	4,448,379	4,417,594
2042	4,950,973	(639,948)	136,223	0	0	30,785	4,478,033	4,443,658
2043	4,940,664	(637,770)	136,223	0	0	34,375	4,473,492	4,460,364
2044	5,013,304	(637,334)	136,223	0	0	13,128	4,525,321	4,482,391
2045	4,737,758	(104,865)	136,223	0	0	42,930	4,812,046	4,763,687
2046	4,713,329	50	136,223	0	0	48,359	4,897,961	4,834,963
2047	4,611,470	60,050	136,223	0	0	62,997	4,870,740	4,855,778
2048	4,704,381	60,214	136,223	0	0	14,962	4,915,780	4,879,490
2049	4,691,527	64,301	136,223	0	0	36,290	4,928,340	4,895,191

REN-5



**FALL 2018
RENEWABLE ENERGY
REQUEST FOR PROPOSALS
INCLUDING DISPATCHABLE ENERGY**

Issued:	October 16, 2018
Responses Due:	December 10, 2018 4:00 p.m. Pacific Prevailing Time (“PPT”)
Bid Event Website:	<u>www.poweradvocate.com</u>

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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 fall 2018 renewable energy request for proposals (“Fall 2018 RE RFP” or “RFP”) to interested parties with the intent of securing proposals for the acquisition of long-term dispatchable renewable energy resources ranging from 20 MW¹ up to approximately 350 MW in size², together with all associated environmental and renewable energy attributes. All references to 350 MW mean “up to” 350 MW, depending on resource type, or the equivalent of 1,012 GWh annually. Notwithstanding the above stated 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 Fall 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 or have legally binding rights to develop acceptable renewable energy generating resources (including associated substation, transmission/distribution lines, water and gas lines, and telecommunication systems, as applicable) with a minimum net power production capacity of 20 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

¹ As used herein, MW refers to the capacity at the point of delivery, alternating current.

² Actual size will be dependent on resource type (i.e. solar, wind, geothermal, etc.).

consider demand side, energy efficiency, distributed generation, or portfolio energy credit (“PC”)-only proposals.

This Fall 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 Nevada 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. 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 Fall 2018 RE RFP requires projects to be capable of delivering energy to serve load in the Company’s retail service territory. (<http://www.oasis.oati.com/NEVP/>). 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 350 MW target energy quantity, NV Energy 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.

For BESS added to an existing renewable resource under contract with NV Energy BESS system, proposals must have a power output of 25 % (SPPC) or 35 % (NPC) of the renewable resource capacity for four hours with a non-degrading profile³. Bidders need only consider BESS

³ For example, a 50MW renewable facility would have a BESS of 12.5 MW and 50MWh. Bidders may include in their proposals other BESS capacity and duration ratios however for the purposes of scoring and ranking bids, only the ratios above will be evaluated.

systems as a system capacity resource with a maximum of three hundred and sixty five (365) equivalent cycles per year. For purposes of this RFP, BESS systems are not considered a renewable energy resource or a generating facility.

For BESS proposed along with a new renewable resource, Bidder has discretion in sizing the BESS to meet the delivery and performance requirements of the Power Purchase Agreement for Renewable-Dispatchable 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 ¹	Renewable + Storage ¹	Storage Only ²
	Existing Generating Facility: ³			
	1 PPA	X		
2	APA ^{4, 7}	X		
	New Storage at Existing NVE Contracted Renewable Energy Project: ⁶			
3	PPA ^{8, 10}			X
4	BTA ^{5, 8}			
	New Project:			
5	PPA ^{8, 9}	X	X	
6	BTA ^{4, 5, 7, 8}	X	X	

Table Footnotes:

- ¹ All renewable energy must include unencumbered PCs.
- ² 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.
- ³ Proposed projects must not be currently contracted with NV Energy.
- ⁴ 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.
- ⁵ Proposed projects must be constructed to NV Energy engineering, procurement and construction (“EPC”) standards
- ⁶ The Large Generator Interconnection Agreement may 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.
- ⁷ Renewable energy projects requiring a shared facilities agreement will not be considered.
- ⁸ Only ITC-eligible energy storage will be considered.
- ⁹ Storage is only applicable if PPA bid includes Full Requirements Period Product. See Section 2.8 below and pro forma PPA.
- ¹⁰ Existing PPA will be amended to incorporate the storage terms from Attachment C.

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 a commercial operation date on or before December 31, 2023.** Proposals 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")⁴ 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 fifteen (15) years and twenty-five (25) years. Bidders are encouraged to include BESS in their proposals. Any PPA for BESS systems shall have a term matching that of the renewable PPA⁵. PPA proposals are required to 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 (if applicable) years following the commercial operation date of the renewable energy resource, and (b) at the end of the term of the PPA⁶. PUCN approval would be required prior to NV Energy exercising any such purchase option. Bidders may also bid any of the other products and structures reflected in Table 1.

2.0 GENERAL INFORMATION FOR THE FALL 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 pricing as well as 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; (c) the best value to NV Energy's customers; (d) the financial stability of the Bidder and the ability of the Bidder to financially 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); and (e) conformance to the bid criteria. NV Energy may elect to select less than the product quantity, more

⁴ An LGIA is applicable to facilities with a net generating facility capacity of greater than 20 MW.

⁵ If the BESS is proposed at an existing NV Energy contracted site, the BESS term must not extend beyond that of the renewable contract.

⁶ Per the PPA Pro Forma

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 is required to sign a Confidentiality Agreement in the form provided in Attachment A to this RFP. However, Bidders shall 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. 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

RFP Event	Target Schedule
Launch RFP	October 16, 2018
Pre-Bid Conference and Webinar	October 30, 2018
Bidder Questions Deadline (1pm)	December 5, 2018
Bids Due (4pm)	December 10, 2018
Bid Fees Postmark Deadline	December 12, 2018
Initial Shortlist Issued	January 21, 2019
Best and Final Pricing Due	January 25, 2019
Final Shortlist Issued	February 11, 2019
Contract Negotiations Conclude	March 18, 2019
Execution of Contract(s)	March 21, 2019
PUCN Filing for Approval	April 1, 2019
PUCN Approval Timeline (up to 165 Days)	September 13, 2019
Commercial Operation Achieved On or Before	December 31, 2023

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/RFPFall18. 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. This information should be entered in the Corporate Information tab/worksheet of Attachment G.

2.4 Contact Information, Questions, and Answers

This RFP can be accessed at 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, 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 December 5, 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 4:00 p.m. (PPT) on December 10, 2018. Proposals, or parts thereof, received

after 4:00 p.m. (PPT) on December 10, 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 Fall 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 for each proposal; and
- (2) \$2,500 each, for up to two additional pricing options.

If Bidder is proposing a PPA, pricing is required for both a 15-year term and a 25-year term, or for BESS only bids, term lengths of 15-year and 20-year.⁷ This requirement for two term options does not require an additional bid fee. In this case, and at Bidder's discretion, Bidder may submit two pricing options under each of the term options at no additional cost.

⁷ For Product 3C, the term length should may not exceed the remaining term under the existing contracted PPA.

For a bid fee adder of \$2,500 for each option, APA, BTA and PPA bidders may propose up to two (2) additional pricing options for a single project/proposal. Those alternatives may include changes in pricing escalators, or equipment (e.g. different panels), with all other terms of the proposal being identical under the same base fee. Alternative project sizing and more than two additional pricing options would be considered separate projects and require a separate bid fee.

A separate Attachment G must be submitted for each pricing option. Data contained in Attachment G includes cost model inputs. Model outputs are used in determining the project shortlist. Pricing options included within the proposal, but not in an Attachment G will not be considered. If a BESS system is proposed along with a new renewable energy resource, include both in 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 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. Failure to meet the requirements of bulleted items a) through l) will result in rejection of the proposal. Further, any proposal may be deemed non-conforming, and may be rejected by NV Energy, as a result of items m) through ee) of the following:

- a) Failure to submit the full proposal in PowerAdvocate by the due date and time, except where failure was caused by a technical issue with PowerAdvocate.
- b) Proposal has failed to specify all pricing terms, and include them in Attachment G.
- 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) Failure to provide an official System Impact Study, Facilities Study or LGIA issued by the NV Energy transmission provider.
- e) Bidder fails to demonstrate adequate site control for the proposed project, including access to the site, as evidenced through an executed and legally binding title, lease agreement, lease-option agreement, right-of-way, and/or easement issued by the fee owner or the applicable state or federal land resource agency.
- f) Project is not physically located within the state of Nevada.
- g) Any attempt to influence NV Energy in the evaluation of the proposals outside the solicitation process.
- h) Any failure to disclose the real parties in interest in the proposal submitted.
- i) Collusive bidding or any other anticompetitive behavior or conduct.
- j) Bidder or project being bid is involved in bankruptcy or other insolvency-related proceedings.
- k) Failure to provide a copy of Bidder's executed Voluntary Consent Form, as submitted directly to the transmission provider, in the form provided in Attachment B of this RFP.
- l) Any proposal, under a partnership arrangement, that does not include evidence documenting the legal and binding partnership with an effective period that extends well beyond the expected contract execution date stated in Table 1 (RFP Schedule).
- m) 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.
- n) 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.
- o) Bidder fails to address satisfactorily both the price and non-price factors, as discussed in more detail in Section 5 of this RFP.
- p) Failure of Bidder's authorized officer to sign the proposal.

- q) 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.
- r) Failure to adhere to Approved Vendors List (Attachment K).
- s) 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.
- t) For geothermal: failure to provide a minimum of one production well and one injection well flow results to support the viability and capacity of the geothermal resource.
- u) For solar: failure to provide Tier 1 solar panel manufacturer resource and technology along with a third party resource assessment report (i.e. PVSyst) to support the expected capacity factor.
- v) For biomass: failure to provide a letter of intent with a biomass fuel source for a period of ten (10) years or greater along with a third party resource assessment report supporting the expected capacity factor.
- w) For biogas: failure to provide a resource assessment report supporting the expected capacity factor. 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.
- x) 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 and/or equipment with the associated renewable energy project (BESS-only proposals).
- y) 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.).
- z) Failure to identify any and all shared facilities and/or equipment with a third party or under a separate agreement.
- aa) For APA or BTA: 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. Or completion of cash flow table in Attachment G (Price Input tab).
- bb) 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.

- cc) Failure to submit “audited” financial statements and footnotes for prior three (3) years. If Bidder does not have audited financials, Bidder must provide equivalent financials or the audited financials of the nearest level parent company.
- dd) Failure to complete Attachment G in its entirety for each bid and pricing option.
- ee) 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 5. 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 for Dispatchable Energy and BESS Systems

NV Energy will consider qualifying proposals to enter into power purchase agreements (“PPAs”) for renewable energy resources, renewable energy resources with BESS systems and BESS systems added to an existing renewable resource in accordance with the requirements of Table 1 and in the form attached as Attachment C to this RFP. Product 3C will require an amendment to Bidder’s existing PPA to incorporate the storage product. The term length for Product 3C may not exceed the remaining term under the existing PPA.

Dispatchable Energy PPA. Any proposed PPA for renewable energy resources shall have a term of fifteen (15) or twenty-five (25) full contract years. Bids shall include pricing for the renewable dispatchable facility. Product 5A is a dispatchable renewable resource that does not include BESS and is priced with a single dollar per megawatt-hour. Product 5B is a dispatchable renewable resource that includes BESS and is designed to provide summer peaking energy. Product 5B has a two-tiered dollar per megawatt-hour structure which includes any and all BESS costs. The two-tiered pricing correlates to two operating periods designated as the Full Requirements Period and the Dispatchable Period as depicted in Attachment L.

The Full Requirements Period is the period consisting of June through August, hours ending 17 through 21. During this period, Company shall receive all energy capable of being

produced by the facility, subject to certain limitations based on the specified capacity factor⁸ applicable during the Full Requirements Period product. During the Full Requirements Period, the product rate is equivalent to six and a half (6.5) times the product rate applicable during the Dispatchable Period.

The Dispatchable Period is the entire period outside of the Full Requirements Period described above, consisting of January through May, and September through December, for all hours, and for the months of June through August, hour ending 1 through 16, and hour ending 22 through 24 as depicted in Attachment L. During this period, Buyer has the right to dispatch the Facility such that the Facility is operated at an active power level that is lower than its instantaneous maximum power potential and will utilize the facility for ancillary services up to the instantaneous maximum power potential of the facility.

Product 5A (Dispatchable PPA), 5B (Full Requirements Period PPA), 6A (Dispatchable BTA) and 6B (Full Requirements Period BTA) shall have these capabilities:

- The facility must be capable at all times of being operated, via dynamic signal, at an active power level at or below the instantaneous maximum output of the resource.
- The facility must be capable of reserving a configurable amount of capacity which is continuously available based on operator inputs.
- The instantaneous maximum potential output must be capable of being calculated and provided dynamically and instantaneously to Company.
- The facility must have Automatic Voltage Regulation functionality.
- Bidder must provide operating characteristics of the facility that support automated signal operation, including:
 - Facility capable of operating dynamically on Automated Generation Control (AGC) signal every four seconds
 - Facility minimum active power output when on AGC
 - Facility instantaneous maximum output in real time when on AGC
 - Facility provided maximum and minimum ramp rates when on AGC
 - Facility capable of providing dynamic voltage support at continuously rated maximum output while operating at a Power Factor of 0.95 leading to 0.95 lagging when on AGC
 - Facility capable of providing dynamic frequency response of up to 5% droop when on AGC
 - Facility provides hours each of the above capabilities are available

⁸ Bidder may specify a Full Requirements Period Capacity Factor between 65 % and 75 % of the renewable resource's capacity. E.g. for a 100 megawatt solar facility and a 70 % capacity factor, during the Full Requirements Period, the resource will deliver an average of 70 megawatt-hours each hour.

The PPA shall include purchase options in favor of NV Energy that are exercisable (a) in the sixth, tenth, fifteenth (if applicable) and twentieth (if applicable) 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 (Attachment C) in Microsoft Word format. 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 and distribution network upgrade costs identified in the LGIA that are to be borne by NV Energy. These costs are to be included in Attachment G. Transmission system losses and One Nevada transmission line available capacity may be considered for both feasibility and pricing evaluations.

BESS System PPA. As noted above, NV Energy also will consider qualifying proposals to enter into PPAs for BESS systems in connection with an existing renewable 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 either 15 years or 20 years but not to exceed the remaining term of the facility's existing PPA. Bidder's proposal must contain the required documentation listed in Attachment G and any proposed changes to the pro forma PPA (Attachment C) in Microsoft Word format. 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 evaluating product 3C, BESS added to existing renewable resource, 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. Transmission system losses and One Nevada transmission line available capacity may 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 as 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 (Attachment D) in Microsoft Word format. Bidder shall demonstrate that an active LGIA is in place and transferrable. For purposes of this RFP, in determining the LCOE of the proposed existing renewable energy resource, NV Energy will include its resource integration costs. Transmission system losses and One Nevada transmission line available capacity may be considered for both feasibility and pricing evaluations.

The pro forma APA contemplates that Bidder will transfer the fee title interest in the relevant site to NV Energy. If Bidder intends for NV Energy to acquire site control through other means (e.g. through a lease agreement, license or otherwise), then this fact should be addressed in Bidder’s proposal and Bidder’s comments to the form of APA must reflect the intended method by which NV Energy will acquire and maintain site control. The APA, which is specifically for the transfer of fee title, will be subject to further revisions by NV Energy in order to accommodate the change in ownership/site control.

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 as 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 (“EPC”) standards. Bidder’s proposal must contain the required documentation listed in Attachment G and any proposed changes to the pro forma BTA (Attachment E) in Microsoft Word format. 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. These costs are to be included in Attachment G. 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.

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. Transmission system losses and One Nevada transmission line available capacity may be considered for both feasibility and pricing evaluations.

The pro forma BTA contemplates that Bidder will transfer the fee title interest in the relevant site to NV Energy. If Bidder intends for NV Energy to acquire site control through other means (e.g. through a lease agreement, license or otherwise), then this fact should be addressed in Bidder’s proposal and Bidder’s comments to the form of BTA must reflect the intended method by which NV Energy will acquire and maintain site control. The BTA, which is specifically for the transfer of fee title, will be subject to further revisions by NV Energy in order to accommodate the change in ownership/site control.

The facility shall be designed to incorporate the dispatchable capabilities described in Section 2.8 for products 5A or 5B.

Any proposal made for the sale of a new renewable energy resource and associated environmental and renewable energy attributes, with or without 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. *Please note, if you have submitted proposals in one of NV Energy's previous RFPs that some requirements and organization have changed.*

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
 - 3.2.2.1 Facility Description
 - 3.2.2.2 Site and Route Characteristics
 - 3.2.2.3 Land Permitting/Acquisition and Demonstrated Site Control
 - 3.2.2.4 Environmental Permitting and Compliance Authorization
 - 3.2.2.5 Construction and Operating Permits
 - 3.2.2.6 Benefits of the proposed project and/or BESS Systems to Nevada
- 3.2.3 Transmission
- 3.2.4 Resource Supply
- 3.2.5 Assurance of Generating Equipment Supply
- 3.2.6 Project Execution Plan
 - 3.2.6.1 Project Schedule
 - 3.2.6.2 Safety Program
 - 3.2.6.3 Project Controls and Reporting Plan
 - 3.2.6.4 Quality Control Program
 - 3.2.6.5 Subcontractor Strategy
 - 3.2.6.6 Work Site Agreement Plan
 - 3.2.6.7 Staffing Plan

- 3.2.6.8 Financing Plan
- 3.2.6.9 Environmental Plan
- 3.2.6.10 Facility Operation and Maintenance Plan
- 3.2.7 Contract Terms and Conditions
- 3.2.8 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. Attachment H (Bidder Proposal Compliance Checklist) is intended to aid Bidder in their compliance and is to be completed by inserting an “X” in column B for each completed item and returned with proposal.

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 representatives⁹ having the authority to contractually commit Bidder to

⁹ If the proposal is being bid under a partnership, the partnership must be fully established, including a legally binding agreement (not a letter of intent), 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 with an effective period that extends well beyond the expected contract execution date stated in Table 1 (RFP Schedule), otherwise the proposal will not be accepted.

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 Fall 2018 Renewable Energy Request for Proposals on or about October 16, 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 a legally binding agreement(s) or option(s) to possess all necessary land rights for sufficient site control to undertake development of the project as set forth in the proposal, including ingress and egress to and from the site;
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;
5. This proposal pertains a renewable energy system, 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);
7. Bid pricing is based on the terms of the pro forma prior to the markups; and
8. 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:

- Organization Structure: 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);
- Equivalent Development: Description (including total nameplate, gross and net capacities) of generating facilities (including associated substation, transmission and distribution lines, water/gas lines, and telecommunication systems, as applicable) and BESS systems, if applicable, of the same technology and equivalent or larger capacity proposed in the proposal which were successfully and fully developed (from start to finish), including land/property acquisition, permitting, construction, and placement into commercial operation by Bidder; not to include projects acquired after start of development;
- Equivalent Ownership/Operation: Description (including nameplate, gross and net capacities) of generating facilities (including associated substation, transmission and distribution lines, water/gas lines, and telecommunication systems, as applicable) and BESS systems, if applicable, of the same technology and equivalent or larger capacity proposed in the proposal which are currently in service and owned or operated by Bidder (and not otherwise set forth in response to the above request);
- Similar Development: Description (including total nameplate, gross and net capacities) of generating facilities (including associated substation, transmission and distribution lines, water/gas lines, and telecommunication systems, as applicable) and BESS systems, if applicable, of any technology and equivalent or larger capacity, that have been successfully and fully developed (from start to finish), including land/property acquisition, permitting, construction, and placement into commercial operation by Bidder; not to include projects acquired after start of development;
- Similar Ownership/Operation: Description (including nameplate, gross and net capacities) of generating facilities (including associated substation, transmission and distribution lines, water/gas lines, and telecommunication systems, as applicable) and BESS systems, if applicable, of any technology and equivalent or larger capacity, that

- are owned or operated by Bidder and currently in service (and not otherwise set forth in response to the above request);
- Other Projects: Description (including nameplate, gross and net capacities) of generating facilities (including associated substation, transmission and distribution lines, water/gas lines, and telecommunication systems, as applicable) and BESS systems, if applicable, of any other similar projects not otherwise set forth in response to the above requests;
 - Nevada Development Experience: Bidder's pertinent experience developing (i.e. siting, routing, acquiring land rights, permitting, transmission, telecommunications, and other associated project components) similar or comparable types of projects, within the state of Nevada;
 - Federal and Tribal Lands Experience: Bidder's pertinent experience in developing (i.e. siting, routing, acquiring land rights, permitting, transmission, telecommunications and other associated project components) similar or comparable types of projects, on federal or tribal lands (i.e. Bureau of Land Management or Bureau of Indian Affairs, respectively) within Nevada and/or other states within the United States;
 - Licensing: Bidder's Nevada contractor's license information; and
 - Litigation: 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.

Note: Bidder contact and corporate information is to be provided in Attachment G under the "Corporate Information" tab/worksheet.

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 Section¹⁰ of the proposal for Bidder's company, any parent company and any partners¹¹ involved with the generating facility or BESS system, and all appurtenant facilities, proposed in the proposal:

- Current bond ratings, if any;
- Current rating agency ratings or reviews, if any;

¹⁰ See related Section 3.2.6.8, Financing Plan, under Project Execution Plan

¹¹ See footnote under Section 3.1.1.

- Audited financial statements and footnotes from the last three (3) years. If Bidder does not have audited financials, Bidder must provide equivalent financials or the audited financials of the nearest level parent company;
- If financing has not been secured for the proposed project, provide information demonstrating that project financing can be secured, including references to lenders from other project financings who have a potential interest in the proposed project;
- If a guarantee of support is to be provided by an affiliate of the Bidder that affiliate must provide the above financial information and a guarantee that is enforceable in the United States;
- Provide information on the number of projects that Bidder has received financing on within the last three years for: 1) similar technology; and 2) similar or larger capacity;
- Describe any bankruptcy proceedings that Bidder, its direct affiliates or the proposed project is involved in, including current status and expected outcome; and
- Other financial information that would be pertinent to NV Energy's evaluation of Bidder's financial capability.

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 and telecommunication interconnection with location and route for the project to connect to the NV Energy transmission system, a summary description of project water supply agreement(s) and plans for water delivery/use, a summary description of land and environmental permitting including any major land constraints and/or natural resource concerns, description of current land rights, proposed land

rights to be acquired and any other pertinent land right information whether federal, state, local or private and whether the overall project facilities (e.g. generation, transmission/distribution, access roads, water/gas pipelines, telecommunication systems, etc.) are currently operational, in construction, or in 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. Attachment G, provided as a separate Microsoft Excel file, must be completed in its entirety and in accordance with the corresponding instructions in order for proposal to be considered in conformance. A separate Attachment G must be submitted for each bid/pricing option. Attachment G is used for modeling and scoring. Do not modify the file other than to provide responses in the yellow input cells. Complete the file in full and avoid inserting comments where a value is expected. Please note that alternative offers within the written proposal, without a corresponding Attachment G, will not be considered for initial shortlisting. 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. Do not simply refer to the proposal document, provide a summary response to each question. Column E of the worksheet should include proposal page/section references where the detailed information is located, as applicable. It is to provide references to the detailed information/clarifications provided under Part Two of the proposal, and is not acceptable, on its own, as a response to a question. Responses under the Non-Price Input worksheet will be scored.

Attachment G, as provided within this protocol document, contains an outline of the Microsoft Excel file that is to be completed for each bid/pricing option.

In addition, Bidder must provide the following information describing the generating facility and/or BESS system, as well as all appurtenant facilities (as further described in Sections 3.2.2.1 through 3.2.2.5):

- Facility and Equipment Description
- Site and Route Characteristics

- Land Permitting/Acquisition and Demonstrated Site Control
- Environmental Permitting and Compliance Authorization
- Construction and Operating Permits
- Benefits of the proposed project and/or BESS Systems to Nevada

3.2.2.1 Facility and Equipment Description

Bidder must include a description of the generating facility and/or BESS systems as well as all appurtenant facilities 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.), including identifying and describing any and all facilities and/or equipment shared with a third party or under a separate agreement. 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, single-line diagram including metering scheme (see Attachment O for examples), resource type (e.g. wind, solar, geothermal, etc.), nameplate capacity rating (MW AC), net plant capacity (MW AC), annual net output (MWh), net output for each hour of the year (MWh), projected capacity factor, proposed in-service date, and the current or contemplated major equipment providers. See Section 3.2.5 regarding major equipment providers and the approved vendors list (Attachment K). In addition, provide information, including technical specifications, for the major equipment that will be used in this project. To demonstrate commercial use at a similarly sized, and environmentally comparable site, explain how many similar projects the equipment has been used in, or identify if it is a first-of-its-kind scale. Demonstrate or explain quality of materials that will be used in relation to competitor materials, if applicable. If available, provide a third party, independent engineer's report that verifies the performance of the proposed equipment.

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. If the plant has any Trench bushings

installed on generator step-up (“GSU”) transformers, explain how many, what voltage, what vintage and where they were manufactured. 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 system that is yet to be built, Bidder must describe any feasibility studies performed for the proposed generating facility and/or BESS systems as well as all appurtenant facilities. Bidder must also describe the level of engineering completed for the generating facility and/or BESS system as well as all appurtenant facilities 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 system as well as all appurtenant facilities, incorporating new energy technologies. Trench bushings are not permitted on GSU transformers. 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 5.0 of this RFP.

3.2.2.2 Site and Route Characteristics

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 as well as all appurtenant facilities and, both a street map and the appropriate section of a USGS (or equivalent) map showing the location and boundary/route of the generating facility and/or BESS systems as well as all appurtenant facilities. The maps should show all land parcels, with parcels owned, leased or optioned by Bidder clearly marked.
- (b) Provide an aerial photo and Google Earth® file of the project site showing project boundary(s), linear facility route(s), and a layout of the proposed facilities.
- (c) Provide the County Assessor's parcel number, site address, and site coordinates for all project facilities.
- (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 selected under the final shortlisting, and in accordance with the applicable pro forma agreement.

3.2.2.3 Land Permitting/Acquisition and Demonstrated Site Control

As applicable, Bidder must:

- (a) Provide a list of all land parcels for the project, including current ownership.
- (b) Provide a description of the legally binding lease or ownership arrangement¹² for each parcel, along with all copies, including amendments, of fully executed leases, deeds, options, purchase agreements, preliminary title reports, easements, other land rights and other documentation for private, local municipalities and state owned lands, as well as any other non-federal owned lands (e.g. Union Pacific Railroad), 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 supply agreement or the plan for securing sufficient water, the waste

¹² A non-binding letter of intent to reach an agreement or an agreement that is not fully executed is unacceptable. A legally binding option agreement is acceptable.

disposal plan, 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.

(c) Specify the quantity of water required for construction and operation of the facility for the full life of the project. Provide status of necessary documents or permits required for securing sufficient water rights or other water supply, including date delivery will commence, name of water purveyor, acre-feet annually, pump rate, limitations, location of source and proximity to project, any supplemental sources, and permitting or licensing status. As applicable, explain if water right application is in permitted or certificated status. Provide copies of any permits, and agreements or letters of intent with a third-party to secure sufficient water supply.

(d) Provide all documentation of exclusive or non-exclusive site control¹³ and/or a description of the current status of efforts to secure such site control for all Federal Agency managed land regardless of how the land is actually held (e.g. in Trust for the Bureau of Indian Affairs, withdrawn for branch of military, Bureau of Land Management). For all federal lands, provide SF299 application packages, or agency specific application, including but not limited to, all exhibits, attachments and the Plan of Development. Provide all federal right of way offers/grants and/or option agreements, Limited/Full Notices to Proceed, or agency specific land right, etc. if already issued by the respective agencies. Provide a detailed explanation that verifies all land acquisition efforts such as, but not limited to, fees paid, option agreements, executed Tribal consent, executed Tribal Term Sheet, Bureau of Indian Affairs (BIA) consent, Military Branch approval, expected dates for approvals, executed site option(s) with ongoing option payments, unilateral right to strike on site option(s) at agreed upon price(s) over the term of the option agreement(s), any future site procurement costs, etc.).

(e) If 100% site control has already been attained, provide a detailed explanation that identifies all environmental mitigation requirements that will be required to be implemented along with estimated costs and scheduling.

¹³ A Tribal letter of intent to reach an agreement not addressed to Bidder or not accompanied by an executed Term Sheet or an agreement that is not fully executed is unacceptable. A legally binding option agreement is acceptable, provided that it includes all the terms of the lease agreement.

(f) Land Use Permits, including but not limited to Special Use Permit from local governmental agency.

(g) Provide a detailed list of all applicable state, local and federal land permits and authorizations anticipated for securing land rights for the generating facility and/or BESS systems as well as all appurtenant facilities that authorize the construction and operation of all facilities. Provide a detailed critical path schedule containing clear and concise task descriptions and anticipated timelines for securing those permits and approvals.

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

(i) Identify and fully describe the arrangements of any and all facilities and/or equipment shared with a third party or under a separate agreement, even if the separate agreement is with NV Energy. Include any impacts to NV Energy due to such shared facilities/equipment and plans to alleviate potential negative impacts.

3.2.2.4 Environmental Permitting, Compliance and Authorization

Bidder must also:

(a) List and provide a description of all local, state and federal environmental requirements, authorizations, permits, etc., anticipated to be required in order to support the acquisition of land rights, as well as to construct and operate the generating facility and/or BESS systems as well as all appurtenant facilities in accordance with all applicable environmental laws and regulations. Provide a detailed critical path schedule containing clear and concise task descriptions and anticipated timelines for securing those permits and approvals along with all associated environmental compliance tasks and activities required by any regulatory agency(s).¹⁴

(b) Describe all coordination efforts/actions already taken, or anticipated to be taken, with local, state, and federal agencies with respect to environmental permitting and regulatory compliance with a description of current status of each effort/action.

¹⁴ See related Section 3.2.6.9, Environmental Plan, under Project Execution Plan

(c) Provide copies of all environmental permit applications with associated attachments, any environmental analysis/review documents pursuant to the National Environmental Policy Act, Endangered Species Act, National Historic Preservation Act, Clean Water Act, Clean Air Act, etc., documents/reports of any environmental surveys conducted, land/environmental constraint studies, environmental site assessments, hazardous/waste material reports or other information associated with the land(s) acquisition and land use to support the proposed generating facility and/or BESS systems as well as all appurtenant facilities.

(d) Describe any existing environmental issues of concern associated with the generating facility and BESS systems as well as all appurtenant facilities, such as site contamination, presence of waste disposal area, state or federally protected plant and wildlife species or habitats and species of concern present or potentially present, National Conservation Lands, wetlands, and any other known or potential environmental issues, with an explanation of how Bidder will address any such issues so as to maintain the ability to meet the anticipated commercial operation date and other long-term obligations of the agreement.

(e) Include any current Phase I or Phase II environmental site assessment reports/action 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.

(g) Describe the land uses adjacent to and in proximity of the generating facility and/or BESS systems as well as all appurtenant facilities. Describe current or planned efforts to build local community support.

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

(i) Identify important milestones, all key environmental tasks and activities, and decision points in the schedule along with an explanation of how environmental permitting and regulatory compliance activities will be coordinated within the overall development schedule, including construction and operation and maintenance.

3.2.2.5 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, stormwater, fencing, building, 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 and 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.

(f) For wind projects, include airspace and radar clearance, Federal Aviation Administration (“FAA”) and Federal Communication Commission (“FCC”) permit status if applicable.

3.2.2.6 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. All inputs should only include *direct* costs and job data in Nevada.

3.2.3 Interconnection

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. Demonstrate that the resource can effectively be integrated through the transmission path or as a network resource to NV Energy, and explain any transmission constraints, if known. Specify whether any ancillary services have been confirmed. As applicable, provide copies of the System Impact Study, Facilities Study and/or LGIA. Bidder will also identify the anticipated interconnection point and in-service date for the proposed generating facility and/or BESS systems. The in-service date must be as specified by the transmission provider and well in advance of the required commercial operation date in order to allow for testing.

All proposals that will require a new electrical interconnection or an upgrade to an existing electrical interconnection must include all costs to interconnect to the transmission provider's system. In addition, bidder shall provide a diagram of the interconnection facilities provided in the LGIA or the most recent System Impact Study or Facilities Study on the project, as completed by the transmission provider. If such transmission studies have not yet been completed at the time the proposals are submitted and will not be completed at least five business days prior to initial shortlisting, the bid will be deemed non-conforming. The interconnection costs for network upgrades will be included in the LCOE calculation. 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, completed facility study or, at a minimum, a completed system impact study.

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.

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.

Bidder must provide a copy of its executed Voluntary Consent in the form provided in Attachment B of this RFP. The original must be submitted directly to the transmission provider, separate from the RFP proposal, on or before submission of the proposal.

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. Provide the means and specifications to meet the dispatchability requirements. Provide any third-party resource assessment reports supporting the expected capacity factor. In addition, identify proposed manufacturers and model numbers for major equipment. 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 a minimum of one production well and one injection well flow results to support the viability and capacity of geothermal resource. 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.
- Provide a third-party PVSyst report or similar assessment report based on credible solar radiation meteorological data.
- 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 applicable wind resource data utilizing at least two anemometers for any wind project to support capacity factors and a third-party wind resource assessment report based on meteorological tower data.
- Compare the long-term wind speeds in the area to the collected resource data at the generating facility site.
- Confirmation of wind turbine availability and size.

Biomass

- Describe the biomass fuel makeup and its source.
- Provide third-party resource assessment reports of available biomass fuel for the generating facility and its proximity to the generating facility. Such resource assessments should include a discussion of 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 option agreements to acquire and transport the biomass fuel.
- Provide an agreement or option agreement with a biomass fuel source for a period of ten (10) years or greater.

Biogas

- Provide third-party resource assessment reports of available biogas fuel for the generating facility and its proximity to the generating facility. 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, round trip efficiency, controls, location, life, cycles, load duration, descriptions of all facilities and equipment shared with the associated renewable generation facility, and the other applicable information listed in Attachment G. Include a discussion of BESS chemistry, whether the system is alternating current (“AC”) coupled or direct current (“DC”) coupled and how degradation will be managed (e.g. overbuild, augmentation, etc.).

3.2.5 Assurance of Generating Equipment Supply

To demonstrate ability to deliver on time, Bidder must list and 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 date¹⁵. Provide details of all equipment including supplier detail, make and model and any form of supply, warranty and performance commitment from suppliers. If Bidder has a preferred equipment provider that is not included in Attachment K, please identify the vendor and their experience within the United States for projects of similar technology and size, detail Bidder’s reasoning for the preference, and specify any direct experience Bidder has had with the vendor. If a contract is in place for any equipment, please identify the contracted party. Provide a mark-up of Attachment K if recommending new vendors. Attachment K will become part of the applicable pro forma agreement.

¹⁵ See related Section 3.2.6.4 , Quality Control Program, under Project Execution Plan

3.2.6 Project Execution Plan

Bidder will provide a summary-level, site-specific project execution plan. The project execution plan will be referenced and become part of the pro forma agreement. Key elements of the execution plan are:

3.2.6.1 Project Schedule

Bidder must provide a detailed project schedule that includes the anticipated period to permit and complete the project in order to achieve commercial operation, referenced in months, following receipt of all regulatory approvals, including PUCN approvals (i.e., IRP and UEPA). 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;
- Environmental Compliance/Mitigation;
- 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 approvals (i.e., IRP and UEPA).

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 (i.e., IRP).

3.2.6.2 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.

3.2.6.3 Project Controls and Reporting Plan

Bidder will submit their Project Controls and Reporting Plan, including 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 as listed in its proposed Project Schedule as provided under Section 3.2.7.

3.2.6.4 Quality Control Program

Bidder will provide an outline of its Quality Control Program in line with its proposal, including, in accordance with the Approved Vendors List (Attachment K), the plan for procurement of equipment.

3.2.6.5 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.

3.2.6.6 Work Site Agreement Plan

A pro forma work site agreement ("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 WSA, as modified, or an executed WSA, is to be inserted in the applicable exhibit of the

agreement being proposed. Bidders who take exception to the terms of the WSA agreement must provide a mark-up of the agreement, 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. The WSA agreement is between Bidder and the union(s).

Bidders that advance to the initial shortlist shall commence discussions with the unions immediately following notice of shortlisting. Bidders that advance to the final shortlist are required to provide weekly updates on the status of their WSA negotiations with the union(s). Bidders must provide an executed WSA, with Nevada union(s), prior to or at the time of execution of the RFP agreement. Bidder must be a signatory on the WSA. If Bidder elects to contract with an EPC, the EPC will be required to comply with the terms of the WSA.

3.2.6.7 Staffing Plan

Bidder shall provide a good faith estimate of the following (values for Nevada only):

- Number of *direct* jobs during construction (full-time equivalent) average and at peak construction and average salary of construction staff.
- Number of *direct* jobs during operation and maintenance (full-time equivalent).
- Average annual Salary of such jobs during operation and maintenance.
- Total *direct* payroll expenditure over the term of the agreement (e.g. 25 years).

The above estimates should match the values provided in Attachment G under the Economic Benefits Input worksheet, as applicable (i.e. Solar PV, Wind, Geothermal, etc.). If a contract is executed, these values will be stated in the regulatory filing for PUCN approval.

3.2.6.8 Financing Plan

Bidder should provide a detailed description of the financing plan for the proposed project (government, private, self-funded, balance sheet, power purchase agreement, etc.) and general description of status. If financing has been secured for the proposed project, provide commitment letter from financier.

3.2.6.9 Environmental Plan

Provide a detailed description of how Bidder will develop, permit, construct, operate and maintain the generating facility and/or BESS systems as well as all appurtenant facilities that

includes the known and anticipated environmental permits, environmental activities associated with any land and permitting efforts, and known and anticipated mitigation measures required for pre-construction activities, construction activities and post-construction activities.

3.2.6.10 Facility Operation and Maintenance Plan

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

- Whether Bidder or affiliate will operate and manage the generating facility and/or BESS systems as well as all appurtenant facilities 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 as well as all appurtenant facilities.
- 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 including any post-construction environmental compliance monitoring, studies and reports as well as ongoing environmental compliance requirements during operations and maintenance.

3.2.7 Contract Terms and Conditions

NV Energy strongly encourages Bidders to accept the terms and conditions set forth in the applicable pro forma agreement(s) and related exhibits included as 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 (not just comments)¹⁶. Mark-ups should be provided in Microsoft Word format. 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, may be disqualified.** In providing such a mark-up, Bidder should ensure that the allocation of risk in the agreement is not materially

¹⁶ Product 3C will require an amendment to Bidder’s existing contracted PPA to incorporate the storage product. Please provide mark-ups to the storage provisions in Attachment C.

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.**

3.2.8 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 in accordance with the directives below. There is no limit to the number of proposals that may be submitted. See Section 2.6 regarding Bid Fees.

Bid numbers shall be a whole number followed by one decimal place, beginning with the number 1.0. Each subsequent proposal will have a separate sequential bid number (i.e. 2.0, 3.0, etc.). The decimal place will be used to indicate pricing options¹⁷, necessary for Attachment G. The initial pricing option will be identified as 1.0 and the second pricing option, for the same proposal, would be 1.1¹⁸. Bidder's next proposal, if any, would be 2.0 with 2.1 as the second pricing option.

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

➤ [Abbreviated Bidder name]_[Bid number]_[Abbreviated_File_Descriptor]

¹⁷ See Section 2.6 regarding qualified pricing options, and requirement for separate Attachment G for each option.

¹⁸ For PPA bids where a 15 year and 25 year (or 15 year and 20 year for BESS) add the term length at the end of the file name (e.g. 15, 25).

For appendices, include appendix number and RFP section reference in the abbreviated file descriptor (i.e. XYZ_1.0_Part_2_Appx_1_3.2.2.1_SLD). See Attachment P (Proposal Zip File Structure) for further file naming examples.

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_1.0.zip”). Folders and subfolders for specific document types should be included in the .zip file following the directory structure/organization and folder naming convention provided in Attachment P (Proposal Zip File Structure). Documents provided in this RFP that have been modified by Bidder and any additional files provided by Bidder must apply the naming convention specified above before being compressed into the .zip file. *Please note, 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.*

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.

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

Bidder shall not attempt to influence NV Energy in the evaluation of the proposals outside the solicitation process.

Bidder shall not participate in collusive bidding or any other anticompetitive behavior or conduct.

5.0 EVALUATION PROCEDURES AND CRITERIA

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 5.

5.1 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 as a model 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 evaluation¹⁹.

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 5.1.1 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 proposal scorecard.

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

- 1) Price factor;

¹⁹ See Section 3.2.2 for additional information on Attachment G.

- 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.

5.1.1 Price Factor Evaluation (up to 60%)

A pricing model will be used to derive the LCOE per MWh value of each proposal (Products 1A, 2A, 5A, 5B, 6A and 6B, from Table 1) based on the price factors (“Proposal LCOE”). For BESS systems, the pricing model will derive the LCOS per MWh value of each proposal (Product 3C from Table 1) 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.

5.1.2 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

5.1.3 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 *direct* jobs created in Nevada
 - Jobs created during construction
 - Jobs created during operation
- Economic *direct* benefits to Nevada
 - The *direct* value of expenditures made in Nevada attributed to the Project
 - Other *direct* economic benefits to Nevada

Please note, if project is selected, the values provided for jobs and economic benefits will be included in the regulatory filing for approval of the agreement, which is available to the public.

5.2 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) and other means to increase the value of their proposals to NV Energy.

Bidders that advance to the initial shortlist are also required to submit, along with their best and final pricing:

- Completed Attachment I – NAC 704 Requirements;
- Proposed reactive capability curves (PPA Exhibit 22) and single line diagrams (PPA Exhibit 5) of the facility; and

- A notice that Bidder has commenced discussions with the union(s) in accordance with Section 3.2.6.6 of this protocol.

5.2.1 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.

5.3 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.

6.0 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.

7.0 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 AND EXHIBITS

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) TOC (*Table of Contents*)
- 2) Scoring Structure
- 3) Evaluation Components
- 4) Corporate Information *
- 5) Price Input *
- 6) 8760 Prod. Profile *
- 7) Price Input –BESS *
- 8) Non-Price Scoring
- 9) Non-Price Input *
- 10) Economic Benefit Scoring
- 11) Econ Benefit Input *
 - a. SolarPV *
 - b. Energy Storage *
 - c. Wind *
 - d. Geothermal *
 - e. Biopower *
 - f. Hydro *
 - g. Fossil *
- 12) Technology Specific Data
 - a. Solar Data *
 - b. Energy Storage Data *
 - c. Wind Data *
 - d. Geo Data *
 - e. Biopower Data *
 - f. Hydro Data *
 - g. Fossil Data *

*** Worksheet required to be completed by Bidder, as applicable to proposed product**

ATTACHMENT H – BIDDER PROPOSAL COMPLIANCE CHECKLIST

This attachment is available in electronic format in PowerAdvocate.

ATTACHMENT I – NEVADA ADMINISTRATIVE CODE 704 REQUIREMENTS

This attachment is available in electronic format in PowerAdvocate.

Bidders that advance to the initial shortlist are required to submit Attachment I along with their best and final pricing.

ATTACHMENT J – BIDDER’S SAFETY PLAN

(Outline of NV Energy’s Safety Plan, as Example)

This attachment is available in electronic format in PowerAdvocate.

ATTACHMENT K – APPROVED VENDORS LIST²⁰

This attachment is available in electronic format in PowerAdvocate.

The Approved Vendors List shall be included as an exhibit to any agreement executed by the parties.

²⁰ This list is not intended to be an endorsement of the vendors listed or to be all-inclusive. It simply acknowledges the vendors that NV Energy has approved of as of the date of this document, and is subject to change.

ATTACHMENT L – DISPATCHABLE AND FULL REQUIREMENTS PERIODS

Product 5B (Includes Full Requirements Period) Ratio Chart												
Hour Ending	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
0100	<div>Dispatchable Period</div> <div>Full Requirements Period</div>											
0200												
0300												
0400												
0500												
0600												
0700												
0800												
0900												
1000												
1100												
1200												
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ATTACHMENT M – ROLE OF INDEPENDENT EVALUATOR

In order to provide for a transparent and fair process, the Fall 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 WSA, as modified, or an executed 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).

ATTACHMENT O – METERING SCHEME EXAMPLES

Battery Storage: NV Energy requires that all battery storage facilities have a dedicated bi-directional meter. For generation and storage facilities, the storage meter will be installed on the low-side common AC bus-side of the inverter(s). This meter will be used to track the energy used to charge the battery as well as energy discharged from the battery. Facilities utilizing only battery storage on a dedicated lead line will install a single high-side meter.

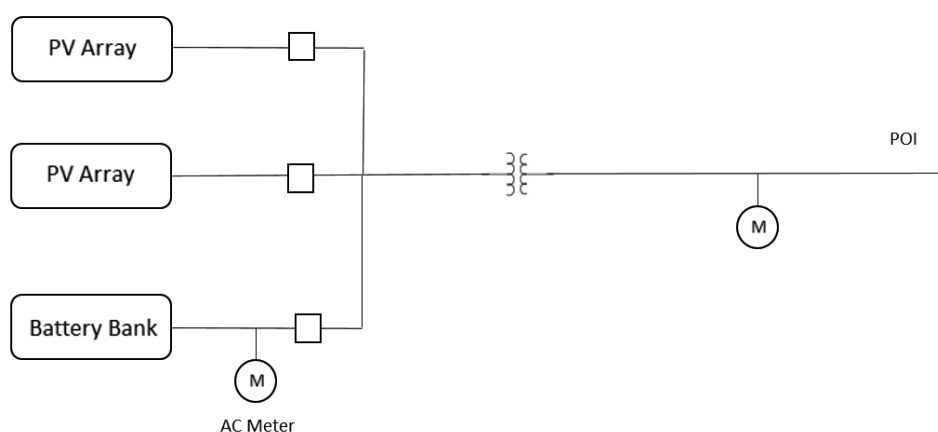
In addition to the required bi-directional battery storage meter, NV Energy requires all generation facilities to have a high-side aggregate meter. This meter must be located on the high-side of the generator step-up transformer and will measure the total output of the interconnected facility.

With the addition of multiple complex generation facilities, NV Energy proposes the use of the following metering schemes for generation/storage facilities.

Scheme 1:

The configuration in Figure 1 shows a generation facility with two PV feeders and a battery storage feeder. The battery storage feeder is required to have an AC, low-side meter compensated to the point of interconnection (POI). The two PV feeders are under the same PPA and selling to the same company. A high-side meter accounts for the output of all three facilities. Since the PV feeders are under the same PPA, no additional meters are required.

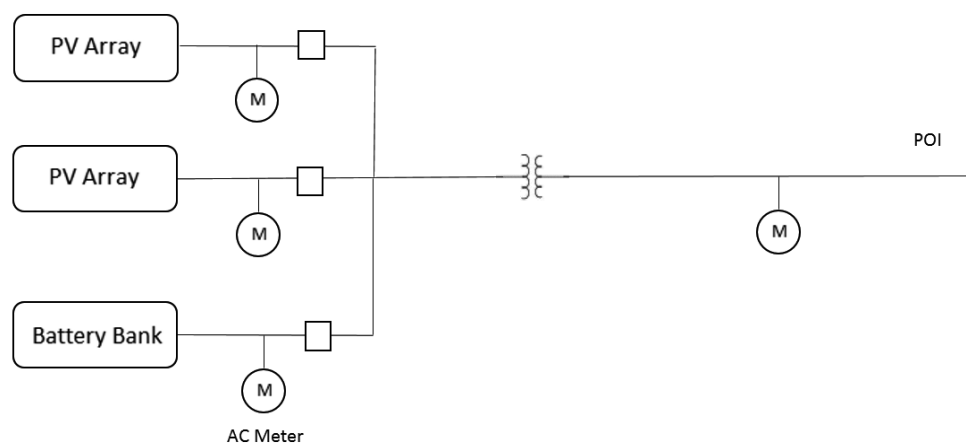
Figure 1: Solar and Storage with Single GSU and Common PPA



Scheme 2:

The configuration in Figure 2 is similar to Figure 1, except the solar feeders have different PPA's. In addition to the AC coupled battery storage meter, each solar feeder is required to have an individual meter. This allows each PPA to be metered while adhering to CAISO EIM requirements. NV Energy is currently working on an advanced metering system to dynamically allocate losses between all generation feeders. This will allow the low-side meters to accurately allocate line and transformer losses based on PV/storage production.

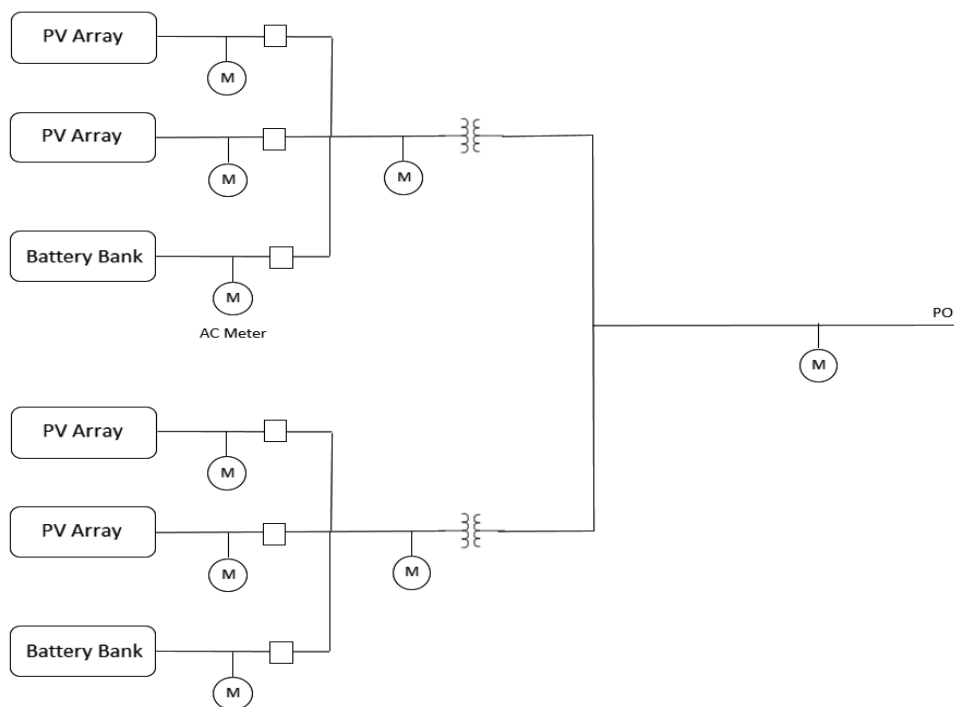
Figure 2: Solar and Storage with Single GSU and Multiple PPA's



Scheme 3:

The configuration proposed in Figure 3 is for multiple GSU's and PPA's. This configuration is similar to Figure 2, except the addition of another GSU requires the inclusion of a common low-side meter. Each storage facility will continue to be required to have an AC meter. Each solar facility will be required to have a low-side meter measuring the gross output of the feeder. An additional common low-side meter is required to accurately allocate transformer and line losses using dynamic loss compensation.

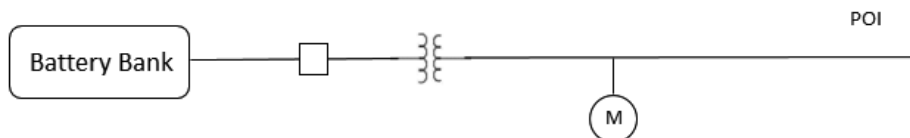
Figure 3: Solar and Storage with Multiple GSU's and PPA's



Scheme 4:

The configuration proposed in Figure 4 is for a single storage facility on a dedicated lead line. This configuration requires a high-side meter compensated to the POI. If multiple feeders of battery storage are added, each with separate PPA's, Scheme 2 will be required.

Figure 4: Single Battery Storage on a Dedicated Lead Line



ATTACHMENT P – PROPOSAL ZIP FILE STRUCTURE

This attachment is available in electronic format in PowerAdvocate.



**FALL 2018
RENEWABLE ENERGY
REQUEST FOR PROPOSALS
SCHEDULE UPDATE**

Original Issued: October 16, 2018

Schedule Update: December 6, 2018

Bid Event Website: www.poweradvocate.com

Due to the variety and complexity of the products being solicited and NV Energy's more recent request for both PPA and BTA proposals, there has been a high volume of questions posed by bidders. Recognizing that additional time would be valuable for bidders to incorporate those responses and prepare their proposals, NV Energy has extended the bid due date by one week to December 17, 2018 at 4:00 pm (PPT). Accordingly, the bidder questions deadline is extended to December 12, 2018 at 1:00 pm (PPT) and bid fees must be postmarked by December 19, 2018.

Table 2 – RFP Schedule Update

	Original	Revised
RFP Event	Target Schedule	Target Schedule
Launch RFP		
Pre-Bid Conference and Webinar	October 30, 2018	October 30, 2018
Bidder Questions Deadline (1pm)	December 5, 2018	December 12, 2018
Bids Due (4pm)	December 10, 2018	December 17, 2018
Bid Fees Postmark Deadline	December 12, 2018	December 19, 2018
SIS Due to NVE	January 14, 2019	January 29, 2019
Initial Shortlist Issued	January 21, 2019	February 5, 2019
Best and Final Pricing Due	January 25, 2019	February 8, 2019
Final Shortlist Issued	February 11, 2019	February 18, 2019
Contract Negotiations Conclude	March 18, 2019	March 22, 2019
Execution of Contract(s)	March 21, 2019	March 25, 2019
PUCN Filing for Approval	April 1, 2019	April 1, 2019
PUCN Approval Timeline (up to 165 Days)	September 13, 2019	September 13, 2019
Commercial Operation Achieved On or Before	December 31, 2023	December 31, 2023

REN-6-GS (a)

**POWER PURCHASE AGREEMENT
FOR RENEWABLE-DISPATCHABLE GENERATING FACILITY**

BETWEEN

NEVADA POWER COMPANY D/B/A NV ENERGY

AND

SOLAR PARTNERS XI, LLC

**Gemini Solar
Clark County, Nevada**

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POWER PURCHASE AGREEMENT FOR A RENEWABLE-DISPATCHABLE GENERATING FACILITY

This Power Purchase Agreement for a Renewable-Dispatchable Generating Facility (this “Agreement”) is made and entered into as of May 1, 2019 (the “Effective Date”) by and between **NEVADA POWER COMPANY**, a Nevada corporation, d/b/a NV Energy acting in its merchant function capacity (“Buyer”), and **SOLAR PARTNERS XI, LLC**, a Delaware limited liability company (“Supplier”). Buyer and Supplier are sometimes referred to individually as a “Party” and collectively as the “Parties.”

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

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

WHEREAS, 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 “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, unless Buyer assigns this Agreement or there is a change of control of Buyer, Affiliate shall only include Berkshire Hathaway Energy Company and its direct and indirect, wholly owned subsidiaries.

- 1.3 “AGC” or “Automatic Generation Control” means Supplier’s Automatic Generation Control for the Generating Facility which shall be compatible with Buyer’s Energy Management System.
- 1.4 “Agreement” means this Long-Term Renewable Power Purchase Agreement together with the Exhibits attached hereto, as amended from time to time.
- 1.5 “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.
- 1.6 “Ancillary Services” means those services necessary to support the transmission of electric power from Supplier to Buyer and to maintain reliable operations of the Transmission System, including but not limited to: voltage control, operating reserve, spinning reserve, and reactive power.
- 1.7 “Annual Charging-Only Energy Amount” means, with respect to each Contract Year, 115,000 MWh.
- 1.8 “ASC” is defined in Section 12.7.
- 1.9 “Availability Backcast Amount” means an amount determined by a backcasting analysis that takes into account both resource conditions and availability of the Generating Facility. The backcasting analysis will be performed by Supplier using a tool which will be mutually agreed upon by Buyer and Supplier in accordance with Exhibit 27 no later than ninety (90) days prior to the Project Milestone described in Section 2(G) of Exhibit 6. Supplier shall provide Buyer its calculations and include all relevant back-up data and other information reasonably requested by Buyer. If the Parties disagree on the calculation of the Availability Backcast Amount, then the Availability Backcast Amount will be determined through the Dispute resolution provisions of Article 21.
- 1.10 “Availability Liquidated Damages” is defined in Exhibit 26.
- 1.11 “Availability Notice” means a notice delivered by Supplier to Buyer pursuant to Section 14.1 notifying Buyer of the availability of the Facility.
- 1.12 “Balancing Authority Area” is defined in the OATT (as may be modified from time to time) of the Balancing Authority Area Operator.
- 1.13 “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.
- 1.14 “Billing Period” is defined in Section 7.2.1.

- 1.15 “Business Day” means any day other than Saturday, Sunday and any day that is a holiday observed by Buyer.
- 1.16 “Buyer” is defined in the preamble of this Agreement and includes such Person’s permitted successors and assigns.
- 1.17 “Buyer ROFO Notice” is defined in Section 6.1.1.
- 1.18 “Buyer’s Charging Energy” means all Energy produced by the Generating Facility, net of transformation and transmission losses, if any, measured at the Storage Facility Metering Points that is a result of a Charging Notice given by Buyer. All Buyer’s Charging Energy shall be used for Buyer’s benefit in accordance with Charging Notices and Discharging Notices given by Buyer. Buyer’s payment for Buyer’s 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 Buyer’s Charging Energy included in the applicable Charging Notice.
- 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 Buyer’s Charging Energy and Supplier’s Charging Energy.

- 1.25 “Charging Notice” means the operating instruction, and any subsequent updates, given by Buyer to Supplier, directing delivery of Buyer’s Charging Energy to the Storage Facility to charge it at a specific MW rate to a specified Stored Energy Level, provided that any operating instruction shall be in accordance with the Storage 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 “Charging-Only Energy” means, for any Delivery Hour during the Dispatch Availability Months, Energy that the Generating Facility is capable of generating in such Delivery Hour that is in excess of the Delivery Points Maximum Amount.
- 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 more than fifty percent (50%) of the outstanding ownership interest of such Person, or the power to vote such percentage of ownership interest.
- 1.36 “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.
- 1.37 “Critical Project Milestone” means a Project Milestone designated as a Critical Project Milestone on Exhibit 6.
- 1.38 “Cure Period” is defined in Section 24.3.
- 1.39 “Curtailed Product” is defined in Section 10.1.1.
- 1.40 “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, three hundred one dollars and fifty three cents (\$301.53) 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, six hundred three dollars and six cents (\$603.06) per MW of Expected Nameplate Capacity Rating per day; and (c) with respect to the one-hundred-twenty-first (121st) through and including the one hundred and eightieth (180th) day subsequent to the Commercial Operation Deadline, nine hundred four dollars and fifty nine cents (\$904.59) per MW of Expected Nameplate Capacity Rating per day.
- 1.41 “Defaulting Party” is defined in Section 24.1.
- 1.42 “Deficit Damages” is defined in Section 8.6.1.
- 1.43 “Deficit Damages Rate” means two hundred thousand dollars (\$200,000) per MW.
- 1.44 “Delivered Amount” means, with respect to any Delivery Hour or period, the actual amount of Net Energy delivered by Supplier and accepted by Buyer at the Delivery Points during such Delivery Hour or period, and, if applicable, Buyer’s Charging Energy delivered by Supplier to the Storage Facility Metering Points during such Delivery Hour or period.

- 1.45 “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.
- 1.46 “Delivery Hour” means each hour.
- 1.47 “Delivery Points” means, with respect to Net Energy (other than Buyer’s Charging Energy) and Discharging Energy, the delivery points on the Transmission System set forth in Exhibit 5.
- 1.48 “Delivery Points Maximum Amount” means, with respect to a Delivery Hour, the amount defined in Section 5(b)(iv) of Exhibit 1 (in MW) multiplied by one (1) hour.
- 1.49 “Derating” means a condition of the Generating Facility as a result of which the actual available generating capacity of the Generating Facility is less than the Certified Nameplate Capacity Rating.
- 1.50 “Development Security” is defined in Section 17.1.
- 1.51 “Deviation Amount” is defined in Section 3.6.2.1.
- 1.52 “Discharging Energy” means all Energy discharged by the Storage Facility, less inverter, transformation and transmission losses, if any, and delivered to the Delivery Points.
- 1.53 “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 Storage 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.
- 1.54 “Dispatch Availability Amount” means, with respect to any Delivery Hour, the amount of Energy stated in Exhibit 13A for such Delivery Hour.
- 1.55 “Dispatch Availability Month” is defined in Section 3.4.10.1.
- 1.56 “Dispatch Availability Shortfall” is defined in Section 3.6.1.1.
- 1.57 “Dispatch Availability Shortfall Amount” is defined in Section 3.6.1.1.
- 1.58 “Dispatchable Accuracy Rate” or “DAR” means a measure of the ability of the Generating Facility (and the AGC, as applicable) to follow Buyer’s Energy Management System signals as calculated pursuant to Exhibit 16.

- 1.59 “Dispatchable Accuracy Rate Threshold” or “DAR Threshold” is defined in Section 3.6.2.1.
- 1.60 “Dispatchable Period” the period in the Stub Period or a Contract Year, as applicable, outside of the Full Requirements Period, consisting of January through May, and September through December, for all hours, and for the months of June through August, hour ending 0100 through 1600, and hour ending 2200 through 2400 as identified in Exhibit 13B.
- 1.61 “Dispatchable Period Product Rate” means the Product Rate identified in Exhibit 2A as the Dispatchable Period Product Rate.
- 1.62 “Dispatchable Period Replacement Costs” is defined in Section 3.6.1.2.
- 1.63 “Dispatched Amount” is defined in Section 3.4.7.
- 1.64 “Dispute” is defined in Section 21.1.
- 1.65 “Early Purchase Option” is defined in Section 6.2.1.
- 1.66 “Effective Date” is defined in the preamble of this Agreement.
- 1.67 “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.
- 1.68 “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 Supplier, the Transmission Provider or any Electric System Authority, whether planned or unplanned, 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.
- 1.69 “EMS” or “Energy Management System” means Buyer’s equipment and software used to monitor, control and optimize the performance of Buyer’s generating system.
- 1.70 “Energy” means all energy that is generated by the Generating Facility.
- 1.71 “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.

- 1.72 “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.
- 1.73 “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.
- 1.74 “Event of Default” is defined in Section 24.1.
- 1.75 “EWG” means an “exempt wholesale generator” as defined in the Public Utility Holding Company Act of 2005 and in implementing regulations issued thereunder.
- 1.76 “Excess Charging Energy” is defined in Section 3.4.8.3.
- 1.77 “Excess Energy” means for the Dispatchable Period, (a) with respect to the Stub Period, the portion of the Delivered Amount plus any Un-Dispatched Amount for the Stub Period, if any, that exceeds one hundred percent (100%) of the Maximum Amount for the Stub Period, and (b) with respect to a Contract Year, the portion of the Delivered Amount plus any Un-Dispatched Amount for such Contract Year, if any, that exceeds one hundred percent (100%) of the Maximum Amount for such Contract Year; provided, however, that Delivered Amount plus Un-Dispatched Amount in excess of the Delivery Points Maximum Amount for any Delivery Hour shall be excluded for purposes of determining Excess Energy.
- 1.78 “Excused Product” is defined in Section 3.6.6.
- 1.79 “Expected Nameplate Capacity Rating” is defined in Exhibit 1.
- 1.80 “Facility” means the Generating Facility and the Storage Facility.
- 1.81 “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 Section 6.6.
- 1.82 “FERC” means the Federal Energy Regulatory Commission and any successor.
- 1.83 “Final Purchase Option” is defined in Section 6.3.
- 1.84 “FRP Deemed Delivered Energy” is defined in Section 14.3.2.

- 1.85 “Full Requirements Capacity Shortfall” is defined in Section 3.6.4.1
- 1.86 “Full Requirements Capacity Shortfall Amount” is defined in Section 3.6.4.1.
- 1.87 “Full Requirements Period” means hours ending 1700-2100 for the months of June, July and August, as identified in Exhibit 13B, in the Stub Period or a Contract Year, as applicable.
- 1.88 “Full Requirements Period Capacity Factor” means the percentage stated in Exhibit 1, Section 5(b)(v).
- 1.89 “Full Requirements Period Charging Energy” means all Energy produced by the Generating Facility, less transformation and transmission losses, if any, delivered to the Storage Facility Metering Points during the months of June, July or August.
- 1.90 “Full Requirements Period Product” is the amount of Product, as measured by Net Energy, required to be delivered during the Full Requirements Period, which is equal to the product of (a) the Full Requirements Period Capacity Factor, times (b) the Certified Nameplate Capacity Rating, times (c) four hundred sixty (460) hours.
- 1.91 “Full Requirements Period Product Rate” means the Product Rate identified in Exhibit 2A as the Full Requirements Period Product Rate.
- 1.92 “Full Requirements Period Replacement Costs” is defined in Section 3.6.4.1.
- 1.93 “Force Majeure” is defined in Section 20.2.
- 1.94 “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 Points 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 modified from time to time in accordance with the terms hereof.
- 1.95 “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.

- 1.96 “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.
- 1.97 “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.
- 1.98 “Guaranteed Storage Availability” is defined in Section 3.4.10.1.
- 1.99 “Guarantee” means a Guarantee substantially in the form of Exhibit 20.
- 1.100 “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.
- 1.101 “IA” means (a) the Large Generator Interconnection Agreement executed on June 11, 2018, as amended from time to time, between Supplier and the Transmission Provider for the portion of the Facility interconnected at 230 kV (“230 kV IA”), and (b) the Large Generator Interconnection Agreement, as amended from time to time, between Supplier and the Transmission Provider for the portion of the Facility interconnected at 525 kV. This definition may be revised in accordance with Section 8.2.3.

- 1.102 “IEEE-SA” means the Institute of Electrical and Electronics Engineers Standards Association and any successor entity thereto.
- 1.103 “Indemnified Party” is defined in Section 18.1.
- 1.104 “Indemnifying Party” is defined in Section 18.1.
- 1.105 “Intraday Schedule Change” is defined in Section 14.2.2.
- 1.106 “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.
- 1.107 “ITC” means the investment tax credit established pursuant to Section 48 of the United States Internal Revenue Code of 1986.
- 1.108 “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.
- 1.109 “Loss” with respect to a Person means, any and all claims, demands, suits, obligations, payments, liabilities, costs, fines, Regulatory 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.
- 1.110 “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.
- 1.111 “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.
- 1.112 “Market Price” means the simple average of MEAD for the Dispatchable Period or the Full Requirements Period, as applicable.

- 1.113 “Material Adverse Effect” means, with respect to a Party, a material adverse effect on: (a) the ability of such Party to perform its obligations under this Agreement, individually or in the aggregate; (b) the validity or enforceability of this Agreement or the transaction contemplated hereby; or (c) on the business, assets, operations, property or condition (financial or otherwise) of such Party.
- 1.114 “Maximum Amount” means (a) for the Stub Period, 100% of the Dispatch Availability Amounts (in MWh) for all hours in the Stub Period, plus the pro-rated portion of the Annual Charging-Only Energy Amount, and (b) for any Contract Year, 100% of the Dispatch Availability Amounts (in MWh) for all hours in such Contract Year, plus the Annual Charging-Only Energy Amount.
- 1.115 “Mead” means the Hourly Mead Index published by Powerdex.
- 1.116 “Measurement Period” means each one (1) Contract Year commencing with the first one (1) Contract Year of the Term.
- 1.117 “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 from the Facility, the quantities of Charging Energy delivered to the Storage Facility Metering Points, the amount of Discharging Energy delivered to the Delivery Points, 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.
- 1.118 “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.
- 1.119 “Monthly Storage Availability” is defined in Exhibit 26.
- 1.120 “Moody’s” means Moody’s Investor Services, Inc. and any successor.
- 1.121 “MW” means megawatts of electrical power in AC.
- 1.122 “MWh” and “MWhs” mean a megawatt hour or megawatt hours of electrical energy.
- 1.123 “NAC” means the Nevada Administrative Code.
- 1.124 “NERC” means the North American Electric Reliability Corporation and any successor.

- 1.125 “Net Energy” means: (a) during the Dispatchable Period, all Energy produced by the Generating Facility (including Buyer’s Charging Energy, but not Full Requirements Period Charging Energy or Discharging Energy), all of which shall be net of Station Usage, and transformation and transmission losses and other adjustments (e.g., Supplier’s load other than Station Usage), if any, and delivered to Buyer at the Delivery Points or the Storage Facility Metering Points, and (b) during the Full Requirements Period, all Energy produced by the Generating Facility and all Discharging Energy delivered to and received by Buyer at the Delivery Points.
- 1.126 “Network Resource” is defined in the OATT.
- 1.127 “Non-Defaulting Party” means the Party other than the Defaulting Party.
- 1.128 “Notice” is defined in Section 29.1.1.
- 1.129 “Notice to Proceed” means the initial notification by Supplier to its Construction Contractor to commence work under the Construction Contract.
- 1.130 “NRS” means the Nevada Revised Statutes.
- 1.131 “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.
- 1.132 “Offered Interests” is defined in Section 6.1.1.
- 1.133 “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.
- 1.134 “Operating Security” is defined in Section 17.2.
- 1.135 “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 Points and Storage Facility Metering Points and the Storage Facility is capable of charging, storing and discharging energy in amounts less than or up to the Storage Contract Capacity and receiving instructions to charge, store and discharge energy.
- 1.136 “Over Delivery Amount” is defined in Section 3.6.3.1.
- 1.137 “PPT” means Pacific Standard Time or Pacific Daylight Time, whichever is then prevailing in Las Vegas, Nevada.

- 1.138 “Party” or “Parties” means each entity set forth in the preamble of this Agreement and its permitted successor or assigns.
- 1.139 “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.
- 1.140 “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.
- 1.141 “PC Replacement Costs” is defined in Section 3.7.1.
- 1.142 “PC Shortfall” is defined in Section 3.7.1.
- 1.143 “PC Shortfall Amount” is defined in Section 3.7.1.
- 1.144 “PC Shortfall Threshold” is defined in Section 3.7.1.
- 1.145 “Permitted Transfer” means any of the following: (a) any foreclosure by Supplier’s Lenders pursuant to any financing, including tax equity financing, or other financial arrangements for the Facility; (b) any change of economic and voting rights triggered in Supplier’s organizational documents arising from the financing of the Facility and which does not result in the transfer of ownership, economic or voting rights to any entity that had no such rights immediately prior to the change; or (c) the direct or indirect transfer of shares of, or equity interests in, Supplier to Supplier’s Lenders as part of a tax equity financing.
- 1.146 “Person” or “Persons” means any natural person, partnership, limited liability company, joint venture, corporation, trust, unincorporated organization, or Governmental Authority.
- 1.147 “Planned Outage” is defined in Article 11.1.
- 1.148 “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).

- 1.149 “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.
- 1.150 “Product” means all (a) Net Energy, (b) PCs (and any equivalent rights in any other jurisdiction), (c) Renewable Energy Benefits, (d) Capacity Rights, and (e) Ancillary Services in each case, arising from or relating to the Facility, including Storage Product.
- 1.151 “Product Rate” means, for any period, the applicable rate set forth in Exhibit 2A for such period.
- 1.152 “Project Milestone” means each of the milestones listed in Exhibit 6.
- 1.153 “Project Site” means the site for the Facility, as more particularly described in Exhibit 3A and depicted in Exhibit 3B.
- 1.154 “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 six hundred ninety (690) MW.
- 1.155 “Provisional Product Rate” is defined in Section 4.1.1.2.
- 1.156 “PUCN” means the Public Utilities Commission of Nevada and any successor.
- 1.157 “PUCN Approval” is defined in Section 16.2.
- 1.158 “PUCN Approval Date” means the date the PUCN Approval becomes effective pursuant to NAC §703.790.
- 1.159 “PUCN Approval Deadline” means December 31, 2019.
- 1.160 “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.
- 1.161 “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.

- 1.162 “Qualified Guarantor” means (a) Quinbrook Low Carbon Power Parallel Fund (US) LP and Quinbrook Low Carbon Power LP, or (b) an entity, which at the time it provides a Guarantee, either (i) meets Buyer’s minimum credit requirements as determined by Buyer in its sole and absolute discretion, or (ii) meets the Minimum Credit Rating.
- 1.163 “Qualified Operator” means (a) NextEra Energy Operating Services, LLC, or an Affiliate of NextEra Energy Resources, LLC with experience comparable to NextEra Energy Operating Services, LLC, (b) First Solar Electric, LLC, or an Affiliate of First Solar, Inc. with experience comparable to First Solar Electric, LLC, (c) Swinerton Renewable Energy, or (d) a Person that has at least three (3) years of experience operating a generating facility of at least 100 MW and of similar technology to the Generating Facility and at least two (2) years of experience operating a storage facility of at least 10 MW and similar technology to the Storage Facility approved by Buyer in its reasonable discretion.
- 1.164 “Qualified Transferee” means a Person that is at least as financially and operationally qualified as Supplier as of the Effective Date and, at a minimum, (a) has a tangible net worth of at least thirty million dollars (\$30,000,000) or provides 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 facility of at least 100 MW and of similar technology to the Generating Facility and at least two (2) years of experience operating a storage facility of at least 10 MW and similar technology to the Storage Facility.
- 1.165 “Regulatory 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.
- 1.166 “Relevant Rating Agency” means Moody’s or S&P.
- 1.167 “Renewable Energy Benefits” means any and all renewable and environmental attributes, emissions reductions attributes, Portfolio Energy Credits (and any equivalent rights in any other jurisdictions), credits, offsets, allowances, reporting rights and benefits, howsoever entitled, and includes any and all: (a) available, allocated, assigned, awarded, certified or otherwise transferred or granted to Supplier or Buyer by the PC Administrator or any Governmental Authority in any jurisdiction in connection with 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.

- 1.168 “Renewable Energy Benefits Reporting Rights” means the exclusive right of a purchaser of Renewable Energy Benefits to report ownership of Renewable Energy Benefits in compliance with any applicable Law, and to Governmental Authorities or other Persons at such purchaser’s discretion, and include reporting under: (a) Section 1605(b) of the Energy Policy Act of 1992; (b) the Environmental Protection Agency; (c) the Clean Air Act Amendments Section 111(d) and regulations thereunder; and (d) any present or future domestic, international or foreign emissions trading program or renewable portfolio standard.
- 1.169 “Renewable Energy Law” means an act of the Nevada Legislature relating to energy that requires certain electric service providers to comply with the portfolio standard for renewable energy, and providing for other matters relating thereto, codified as NRS §§ 704.7801 through 704.7828, inclusive, and the rules and regulations of WREGIS, and the regulations, guidance and other requirements promulgated thereunder, in each case, as such Laws, rules, regulations, guidance and other requirements may be amended, preempted or superseded from time to time.
- 1.170 “Renewable Energy System” means a generation facility that is both (a) a “renewable energy system” as defined in the Renewable Energy Law and (b) a “renewable Generating Unit” under WREGIS.
- 1.171 “Replacement Costs” means the Full Requirements Period Replacement Costs or Dispatchable Period Replacement Costs, as applicable.
- 1.172 “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.

- 1.173 "Resource-Adjusted Backcast Amount" means an amount determined for the Dispatchable Period by a backcasting analysis that takes into account weather conditions during the Dispatchable Period, including cloud cover, rain and snow impacting the solar resource, but assumes 100% operational availability of the Generating Facility; provided, however, that the Resource-Adjusted Backcast Amount for the Dispatchable Period of a Contract Year will not be greater than the Dispatch Availability Amounts (in MWh) for all hours in the Dispatchable Period of such Contract Year. The backcasting analysis will be performed by the Supplier using a tool, which will be mutually agreed upon by Buyer and Supplier in accordance with Exhibit 27 no later than ninety (90) days prior to the Project Milestone described in Section 2(G) of Exhibit 6. Supplier shall provide Buyer its calculations and include all relevant back-up data and other information reasonably requested by Buyer. If the Parties disagree on the calculation of the Resource-Adjusted Backcast Amount, then the Resource-Adjusted Backcast Amount will be determined through the Dispute resolution provisions of Article 21.
- 1.174 "Restricted Period" is defined in Section 24.5.1.
- 1.175 "Restricted Transaction" is defined in Section 6.1.1.
- 1.176 "ROFO" is defined in Section 6.1.
- 1.177 "ROFO Period" is defined in Section 6.1.1.
- 1.178 "ROFO Seller" is defined in Section 6.1.1.
- 1.179 "Scheduled Amount" is defined in Section 14.2.1.
- 1.180 "Seller ROFO Notice" is defined in Section 6.1.1.
- 1.181 "Shortfall" means the Full Requirements Capacity Shortfall and/or the Dispatch Availability Shortfall, as applicable.
- 1.182 "Shared Facilities" means the shared permits, fences, access roads, buildings, or other equipment, permits, contract rights, and other assets and property (real or personal), in each case as necessary to enable delivery of Energy from the Facility (which is excluded from Shared Facilities) to the Delivery Points.
- 1.183 "Shortfall Amount" means the Full Requirements Capacity Shortfall Amount and/or the Dispatch Availability Shortfall Amount, as applicable.
- 1.184 "Standard and Poor's" or "S&P" means Standard and Poor's Ratings Group, a division of McGraw Hill, Inc., and any successor.

- 1.185 “Standby Service” means the electric service supplied by Nevada 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.
- 1.186 “Station Usage” means all Energy used by the Facility with the exception of any energy used to charge the Storage Facility as provided herein.
- 1.187 “Storage Capacity” means the maximum dependable operating capability (in MWh) of the Storage Facility to store or 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.
- 1.188 “Storage Capacity Test” means the testing procedures, requirements and protocols set forth in Section 3.4.9 and Exhibit 25.
- 1.189 “Storage Contract Capacity” means the total capacity (in MW) of the Storage Facility determined in accordance with Section 3.4.9 and Exhibit 25, as the same may be adjusted from time to time pursuant to Section 3.4.9 and Exhibit 25.
- 1.190 “Storage Deficit Damages” is defined in Section 8.6.3.
- 1.191 “Storage Deficit Damages Rate” means six-hundred thousand dollars (\$600,000) per MW.
- 1.192 “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.
- 1.193 “Storage Facility Metering Points” means, with respect to Charging Energy, the points at the Storage Facility set forth in Exhibit 5.
- 1.194 “Storage Operating Procedures” is defined in Section 8.8 and set forth in Exhibit 24.
- 1.195 “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.
- 1.196 “Stored Energy Level” means, at a particular time, the amount of energy in the Storage Facility available to Buyer, expressed in MWh.

- 1.197 “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).
- 1.198 “Supplier” is defined in the preamble of this Agreement and includes such Person’s permitted successors and assigns.
- 1.199 “Supplier’s Charging Energy” means all energy, including Energy produced by the Generating Facility, less transformation and transmission losses, if any, delivered to and measured at the Storage Facility Metering Points that is not Buyer’s Charging Energy or Full Requirements Period Charging Energy. Supplier’s Charging Energy shall be used as needed to power the Storage Facility’s Station Usage and other auxiliary loads.
- 1.200 “Supplier’s Lenders” means any Person other than an Affiliate of Supplier, and its permitted successors and assigns, providing money or credit to Supplier or an Affiliate (but only where and to the extent such Affiliate is receiving such money or credit for the purpose of funding Supplier or the development of the Facility) in connection with any development, bridge, construction, takeout, or permanent debt, tax equity or other 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.
- 1.201 “Supplier’s Required Regulatory Approvals” means the Governmental Approvals listed on Exhibit 10.
- 1.202 “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.
- 1.203 “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.
- 1.204 “Term” is defined in Section 2.2.
- 1.205 “Test Energy” is defined in Section 4.1.1.1.

- 1.206 “Test Product Rate” is defined in Section 4.1.1.1.
- 1.207 “Transmission Provider” means Nevada Power Company or any successor operator or owner of the Transmission System.
- 1.208 “Transmission Provider Instructions” means any instructions, requirements, or demands given by the Transmission Provider to Supplier or Buyer requiring the curtailment of the Facility for the purpose of operating, maintaining, improving or modifying the transmission or distribution system whether planned or unplanned, regardless of the amount advance notice provided to Supplier.
- 1.209 “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.
- 1.210 “Un-Dispatched Amount” is defined in Section 10.2.2.
- 1.211 “Weather Meter” is defined in Section 7.1.8.
- 1.212 “WECC” means the Western Electric Coordinating Council (formerly Western System Coordinating Council) and any successor.
- 1.213 “WREGIS” means the Western Renewable Energy Generation Information System and any successor.
- 1.214 “Yearly PC Amount” means the amount of PCs the Facility is expected to be capable of generating in 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 Commercial Operation Date and shall continue for a period of twenty-five (25) Contract Years, subject to earlier termination of this Agreement pursuant to the terms hereof (the “Term”); provided, however, that Buyer’s obligations to pay for or accept any Product are conditioned on the receipt of the PUCN Approval in form and substance acceptable to Buyer in its sole discretion. Buyer shall not be obligated to accept or pay for any Product, unless the PUCN Approval is received in form and substance acceptable to Buyer in its sole discretion or Buyer waives its right to terminate this Agreement pursuant to Article 16.
- 2.3 Termination.
- 2.3.1 For Cause. Except as provided below in this Section 2.3.1, this Agreement may be terminated at any time by the Non-Defaulting Party upon two (2)

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

2.3.2 Failed Conditions Precedent. This Agreement may be terminated by Buyer in accordance with Article 16 without payment or penalty or liability of any kind.

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 purchases from Supplier, all rights, title and interest that Supplier may have in and to the Product, including Capacity Rights, Ancillary Services and Renewable Energy Benefits on all Energy (including Excess Energy and the Un-Dispatched amount as applicable) 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 and the Un-Dispatched Amount, as applicable) existing during the Term, whether Buyer has scheduled Product or not, 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, the Ancillary Services 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 Points (other than Buyer's Charging Energy which shall be delivered at the Storage Facility Metering Points).
- 3.4.2 Delivered Amount. Buyer shall take delivery of the Energy, including any Excess Energy, and Discharging Energy at the Delivery Points in accordance with the terms of this Agreement. Supplier shall be responsible for paying or satisfying when due all costs or charges imposed in connection with the scheduling and delivery of Energy and Discharging Energy up to the Delivery Points, 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 Energy and Discharging Energy at and after the Delivery Points, 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. To the extent any terms of this Agreement conflict with the IA, the terms of the IA shall prevail.

- 3.4.3 Title and Risk of Loss. Title and risk of loss with respect to Energy and Discharging Energy delivered by Supplier shall pass from Supplier to Buyer at the Delivery Points. Supplier shall be deemed in exclusive control of the Energy and Discharging Energy and shall be responsible for any damage or injury caused prior to the Delivery Points. Buyer shall be deemed in exclusive control of the Energy and Discharging Energy and shall be responsible for any damage or injury caused at and after the Delivery Points. 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 1.154, 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 points 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 points of interconnection within the range of 0.90 leading to 0.90 lagging, as available. If Buyer requests reactive power or a voltage set-point outside the Generating Facility's capacity at its currently dispatched real power set-point, Buyer will dispatch the Generating Facility downward to a set-point that permits the desired reactive power within the capabilities of the Facility. The amount of Energy that could have been but was not produced due to such dispatch down shall be an Un-Dispatched Amount if occurring during the Dispatchable Period or FRP Deemed Delivered Energy if occurring during the Full

Requirements Period. In furtherance of the requirements of the IA, the Facility will provide voltage set point control at the point of interconnection for the scheduled real-power output, as available, within the capabilities of the Facility shown in Exhibit 22. The Facility shall provide dynamic reactive power as required for voltage regulation twenty-four (24) hours per day, if the Facility is capable of providing reactive power, regardless of real power output. The performance of reactive power output to provide voltage support shall be according to unit real/reactive capability curves provided in Exhibit 22.

3.4.6 Dispatchable Accuracy Rate. During the Dispatchable Period, Supplier shall meet the Dispatchable Accuracy Rate subject to Section 3.6.2.

3.4.7 Automated Generation Control. Subject to Section 3.6.2, during the Dispatchable Period, Supplier shall ensure that the Generating Facility is able to be dispatched by Buyer's Energy Management System sending signals to Supplier's AGC so that the Generating Facility can be dispatched dynamically. The energy dispatched in this manner is the "Dispatched Amount."

3.4.8 Charging Energy Management.

3.4.8.1 During the Dispatchable Period (excluding the months of June, July and August), Supplier shall take any and all action necessary to deliver Buyer's 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 Buyer's Charging Energy from the Generating Facility to the Storage Facility.

3.4.8.2 Subject to the requirements and limitations set forth in this Agreement, including the Storage Operating Procedures and Supplier's right to charge the Storage Facility using Supplier's Charging Energy and to charge the Storage Facility in order to meet Supplier's obligations during the Full Requirements Period, during the Dispatchable Period (excluding the months of June, July and August), Buyer will have the right to charge the Storage Facility seven (7) days per week and twenty-four (24) hours per day (including holidays), by providing Charging Notices to Supplier electronically; provided that the Generating Facility is producing Energy, the Charging Notice does not request a Stored Energy Level that exceeds the Energy available, and the Charging Notice is otherwise compliant with the Storage Operating Procedures. 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 above, Buyer shall not have the right to send a Charging Notice during the months of June, July or August or to charge the Storage Facility with energy that is not generated by the Generating Facility.

- 3.4.8.3 Supplier shall not charge the Storage Facility during the Dispatchable Period (excluding the months of June, July and August) other than pursuant to a Charging Notice, in connection with a Storage Capacity Test, using Supplier's Charging Energy, or as required by Supplier to meet Supplier's obligations during the Full Requirements Period in accordance with Section 14.2.4. If during the Dispatchable Period (excluding the months of June, July and August), Supplier charges the Storage Facility except as provided in the preceding sentence, then (x) Supplier shall be responsible for all costs associated with the additional energy in the Storage Facility due to such unauthorized charging ("Excess Charging Energy"), (y) Buyer shall not be required to pay for such Excess Charging Energy, and (z) Buyer shall be entitled to use such Excess Charging Energy and to all of the benefits (including Storage Product) associated with discharging such Excess Charging Energy. During the months of June, July and August, Supplier may charge the Storage Facility as it determines in its sole discretion.

3.4.9 Storage Capacity Tests.

- 3.4.9.1 Prior to the Commercial Operation Date, Supplier shall schedule and complete one or more Storage Capacity Tests in accordance with Exhibit 25. Thereafter, at least once per Contract Year, Supplier shall schedule and complete a Storage Capacity Test in accordance with Exhibit 25. Buyer shall have the right to run a retest of the Storage Capacity Test in accordance with Exhibit 25. Supplier shall have the right to run one or more retests of the Storage Capacity Test in accordance with Exhibit 25.
- 3.4.9.2 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).

- 3.4.9.3 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, 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 until a new Storage Contract Capacity is determined pursuant to a subsequent Storage Capacity Test, provided, that (a) in no event shall the Storage Contract Capacity be revised more frequently than monthly, and (b) the Storage Contract Capacity cannot exceed three hundred eighty (380) MW.

3.4.10 Storage Availability.

- 3.4.10.1 During the months of January through May and September through December (the “Dispatch Availability Months”) of the Term, the Storage Facility shall maintain a Monthly Storage Availability 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 Dispatch Availability Months 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.

- 3.4.10.2 The Parties recognize and agree that the payment of amounts by Supplier pursuant to this Section 3.4.10 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 3.4.10 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 generated 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 six hundred ninety thousand dollars (\$690,000) (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, and Buyer’s payment obligations to Supplier hereunder shall not be excused or reduced in any manner.

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

3.6.1 Dispatchable Period Shortfall.

3.6.1.1 If (a) the sum of all Delivered Amounts, and all Excused Product for the Dispatchable Period during a Measurement Period is less than (b) (i) ninety-five hundredths (0.95), multiplied by (ii) the Resource-Adjusted Backcast Amount minus the Full Requirements Period Charging Energy for the Dispatchable Period during such

Measurement Period, then an availability shortfall (a “Dispatch Availability Shortfall”) will be deemed to exist for such Dispatchable Period equal to (b) minus (a) (the “Dispatch Availability Shortfall Amount”).

- 3.6.1.2 Buyer’s “Dispatchable Period Replacement Costs” with respect to any Dispatchable Period in any Measurement Period for which there is a Dispatch Availability Shortfall shall equal the product of (a) the Dispatch Availability Shortfall Amount for such Dispatchable Period, multiplied by (b) an amount equal to the positive difference, if any, between the Market Price for such Dispatchable Period minus the Dispatchable Period Product Rate.
- 3.6.1.3 Within five (5) Business Days after the end of any Measurement Period in which a Dispatch Availability Shortfall has occurred, Supplier shall calculate the Dispatchable Period Replacement Costs with respect to such Dispatch Availability Shortfall Amount and provide Buyer with written notice of such calculation. Such Dispatchable Period Replacement Costs shall be reflected on the Invoice for the same Billing Period in which such Dispatchable Period Replacement Costs are calculated.

3.6.2 Dispatchable Accuracy Rate.

- 3.6.2.1 In the event the Generating Facility’s DAR is less than ninety-seven percent (97%) (“DAR Threshold”) for any calendar month during the Dispatchable Period, and not to exceed any three (3) consecutive calendar months, Buyer will not pay Supplier for an amount of megawatt hours equal to the product of (a) 0.97, less the Generating Facility’s DAR for such month, expressed as a decimal, and (b) the Dispatched Amount for such month (the “Deviation Amount”). For the Invoice immediately following any such calendar month that includes a Deviation Amount, the invoiced amount shall be reduced by an amount equal to the Deviation Amount multiplied by the applicable Dispatchable Period Product Rate.
- 3.6.2.2 If after three (3) consecutive months the Generating Facility does not meet the DAR Threshold for the fourth (4th) consecutive month or for any consecutive month thereafter through the sixth (6th) consecutive month, Buyer shall only pay Supplier for the Dispatched Amount during such months (and shall not be obligated to compensate Supplier for any Un-Dispatched Amount in such months).
- 3.6.2.3 If after six (6) consecutive months but not to exceed twelve (12) consecutive months the Generating Facility does not meet the DAR Threshold for each such consecutive month after the sixth (6th) consecutive month, Supplier shall only be entitled to receive 75% of

the Dispatchable Period Product Rate for the Dispatched Amount during such months and Buyer shall only pay Supplier for the Dispatched Amount during such months (and shall not be obligated to compensate Supplier for any Un-Dispatched Amount in such months).

3.6.2.4 If after twelve (12) consecutive months the Generating Facility's DAR is less than the DAR Threshold for each such month then Buyer shall have the right to terminate this Agreement pursuant to Section 24.1.7.

3.6.2.5 If Supplier fails to meet the DAR Threshold for any thirty-six (36) non-consecutive months during the Dispatchable Periods of the Term, Buyer will have the right to terminate this Agreement pursuant to Section 24.1.8.

3.6.3 Full Requirements Period Over Delivery.

3.6.3.1 If for any Full Requirements Period, the Delivered Amount is greater than the Full Requirements Period Product by more than five (5%) percent, then the Delivered Amount in excess of such five (5%) percent threshold is the "Over Delivery Amount."

3.6.4 Full Requirements Capacity Shortfall.

3.6.4.1 If for any Full Requirements Period of a Contract Year, (a) the Delivered Amount plus Excused Product during the Full Requirements Period is less than (b) ninety-five hundredths (0.95) multiplied by the Full Requirements Period Product, then a shortfall (a "Full Requirements Capacity Shortfall") will be deemed to exist for such Full Requirements Period equal to (b) minus (a) (the "Full Requirements Capacity Shortfall Amount"). Supplier shall pay Replacement Costs for such Full Requirements Capacity Shortfall Amount equal to the product of (x) Full Requirements Capacity Shortfall Amount, times (y) an amount equal to the positive difference (if any) between the Market Price for the Full Requirements Period minus the Full Requirements Period Product Rate (the result of such calculation, the "Full Requirements Period Replacement Costs", which shall not be less than zero).

3.6.4.2 If in a second (2nd) consecutive Full Requirements Period, Supplier incurs another Full Requirements Capacity Shortfall, then for the purpose of calculating payment to Supplier in the immediately successive Invoice, such invoiced amount shall be reduced by an amount equal to: (i) the Full Requirements Capacity Shortfall for such second (2nd) consecutive Full Requirements Period multiplied by (ii) the applicable Full Requirements Period Product Rate. If this reduction results in a negative Invoice amount, subsequent Invoices

will be reduced until the entire reduction amount calculated pursuant to this Section 3.6.4.2 has been recovered by Buyer.

3.6.4.3 If after the second (2nd) consecutive Full Requirements Period described in Section 3.6.4.2, Supplier incurs a third (3rd) Full Requirements Capacity Shortfall, Supplier shall pay the amount calculated using the methodology in Section 3.6.4.2 for such third (3rd) consecutive Full Requirements Period, and Buyer shall have the right to terminate this Agreement pursuant to Section 24.1.9. Buyer's termination right must be exercised, if at all, within one hundred eighty (180) days after the end of such third (3rd) consecutive Full Requirements Period. If Buyer does not terminate and for consecutive subsequent Full Requirements Periods thereafter a Full Requirements Capacity Shortfall occurs, Buyer shall have the right to terminate this Agreement pursuant to Section 24.1.9 after each such consecutive subsequent Full Requirements Period until the occurrence of a Full Requirements Period in which Supplier does not have a Full Requirements Capacity Shortfall, after which time the termination right will reset and Supplier will have to have three (3) consecutive Full Requirements Periods with Full Requirements Capacity Shortfalls for Buyer again to have the termination right defined in this Section 3.6.4.3 and Section 24.1.9.

3.6.4.4 Within five (5) Business Days after the end of any Full Requirements Period in which a Full Requirements Capacity Shortfall has occurred, Supplier will calculate the Full Requirements Period Replacement Costs with respect to such Full Requirements Capacity Shortfall and provide Buyer with written notice of such calculation. Such Replacement Costs shall be reflected on the Invoice immediately subsequent to the Full Requirements Period and will reflect any set-off or true-ups in accordance with this Agreement.

3.6.5 Not a Penalty. The Parties recognize and agree that the remedies that Buyer has against Supplier pursuant to this Section 3.6 are appropriate remedies and that any such remedy (including liquidated damages) 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 Buyer's damages for the failure of Supplier to perform any of its obligations under sections 3.6.1, 3.6.2 and 3.6.3 are difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient, and the remedies and any amounts applying to any of them as calculated thereunder constitute a reasonable approximation of the harm or loss to Buyer.

3.6.6 Calculations. As soon as practicable following any period of: (a) Force Majeure; (b) Buyer's failure to accept Net Energy or PCs in breach of this Agreement; (c) Emergency (except as provided in Section 9.4); (d) Planned

Outage; (e) Curtailed Product; (f) Transmission Provider Instructions; (g) an Un-Dispatched Amount, or (h) FRP Deemed Delivered Energy, in each case, as a result of which Supplier has failed to deliver any portion of the Product to Buyer during such period and, subject to the terms of this Agreement, such failure and Supplier's liability for damages therefor are excused, Supplier shall calculate the amount of Net Energy that Supplier was unable to generate, or discharge if any portion of such period occurs during the Full Requirements Period, solely as a result of such event, by summing for each hour of the period the difference between (i) the Availability Backcast Amount, plus any Discharging Energy that could have been delivered for each hour during the Full Requirements Period but was not delivered due to one or more events described in this Section 3.6.6, and (ii) the Delivered Amount during each hour (the "Excused Product").

3.7 PC Shortfall; PC Replacement Costs.

- 3.7.1 If after the PC Administrator issues all the PC statements or certificates for any Contract Year there is a PC Shortfall, then Supplier shall pay Buyer for the replacement costs and any Regulatory 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 Contract Year if the sum of all Delivered PCs is less than the "PC Shortfall Threshold" defined as the product of (a) 0.90 multiplied by (b) an amount equal to (i) the Yearly PC Amount for the Contract Year, minus (ii) the total amount of PCs associated with Excused Product during such Contract Year. For purposes of this Agreement, a "PC Shortfall Amount" with respect to any Contract Year means: (A) the PC Shortfall Threshold for such Contract Year; minus (B) the Delivered PCs during such Contract Year. 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 Contract Year, then no PC Shortfall will be deemed to exist with respect to such Contract Year.
- 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 Regulatory Penalties allocable to Supplier's proportionate amount of Buyer's aggregate shortfall under the applicable Portfolio Standard (factoring in Supplier's PC Shortfall Amount 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 Contract Year, 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, (a) the Dispatch Availability Amount and the Maximum Amount shall be reduced by five-tenths of a percent (0.5%), and (b) the Yearly PC Amount shall be reduced by seven-tenths of a percent (0.7%), in each case, such that the applicable amount is reduced by such percentage using the prior year adjusted amount (i.e. after the reduction for the prior year has been applied) as the base amount to which the percentage is applied. 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, shall be considered "Test Energy" and shall be paid for by Buyer at the lesser of: (i) fifty percent (50%) of the applicable Product Rate; or (ii) the Market Price 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 Product 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 requested by Buyer and agreed to by Supplier shall be supplied in accordance with Section 3.4.4. Five (5) Business Days prior to the start of each month, beginning with the month in which the Operation Date is expected to occur, 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. On and after 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 that such payment constitutes the entirety of the amount due to Supplier from Buyer for the Product associated with Delivered Amounts of Net Energy other than Excess Energy; 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 (16th) day of such month.
- 4.1.2.2 All Un-Dispatched Amount of Product shall be paid for at the Dispatchable Period Product Rate in consideration for Ancillary Services and Capacity.

- 4.1.2.3 All Product associated with Excess Energy shall be paid for at the Test Product Rate.
- 4.1.2.4 All FRP Deemed Delivered Energy shall be paid for at the Full Requirements Period Product Rate.
- 4.1.2.5 The payment for all Storage Product is included in payments for the applicable Product Rates.
- 4.1.2.6 All Over Delivery Amounts shall be paid for at three (3) times the Dispatchable Period Product Rate for the Over Delivery Amount.
- 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 4.1.2.2 and Section 4.1.2.4.
- 4.1.4 Buyer shall not be required to accept from Supplier any Product associated with Delivered Amounts (excluding Buyer's Charging Energy) of Net Energy from the Generating Facility delivered during any Delivery Hour in excess of the Delivery Points Maximum Amount and no payment shall be owing to Supplier for any Product associated with Delivered Amounts (excluding Buyer's Charging Energy) of Net Energy from the Generating Facility accepted by Buyer during any Delivery Hour in excess of the Delivery Points Maximum Amount.
- 4.2 Excused Product. Buyer shall not pay for Product comprising Excused Product except for Excused Product described in Sections 3.6.6(b), (g) and (h).
- 4.3 Tax Credits. The Parties agree that neither any Product Rate nor the Test Product Rate are subject to adjustment or amendment if Supplier fails to receive any Tax Credits, or if any Tax Credits expire, are repealed or otherwise cease to apply to Supplier or 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, if any. 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 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; RIGHT OF FIRST REFUSAL; EARLY PURCHASE OPTION; END OF TERM PURCHASE OPTION

6.1 Right of First Offer ("ROFO").

- 6.1.1 Except in accordance with this Article 6, 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 and other than a Supplier's Lenders Transaction (each a "Restricted Transaction"). For purposes hereof, a "Supplier's Lenders Transaction" means any transaction between Supplier or its Affiliates, on the one hand, and Supplier's Lenders, on the other hand. 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 fifteen (15) days, if prior to Commercial Operation Date, or thirty (30) days if on or after the Commercial Operation Date, 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 sixty (60) days, if prior to Commercial Operation Date, or ninety (90) days if on or after the Commercial Operation Date, 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 fifteen (15) day or thirty (30) day period as extended, if applicable, by such sixty (60) day period, or ninety (90) day period as applicable the "ROFO Period"). NV Energy may seek PUCN approval of the final agreement for the acquisition of the Offered Interests. If Buyer elects not to negotiate with ROFO Seller, or, after commencing negotiations, if Buyer determines that it will not purchase the Offered Interests, then, in either case, Buyer shall promptly notify Supplier thereof, and the ROFO Period shall terminate as of the date that any such notice is provided by Buyer.

- 6.1.2 In the event that: (a) Buyer does not elect to negotiate with ROFO Seller for the purchase of the Offered Interests pursuant to Section 6.1.1, or (b) negotiations commence pursuant to Section 6.1.1 but Buyer thereafter notifies Supplier that it has determined it will not purchase the Offered Interests, ROFO Seller may negotiate a Restricted Transaction with any other Person within one hundred eighty (180) days following ROFO Seller's receipt of the Buyer ROFO Notice, subject, in all cases, to the terms and conditions of this Agreement, including Section 6.1.3 and the provisions of Article 23. Except as set forth in Section 6.6, in no event may ROFO Seller enter into a Restricted Transaction with any other Person on terms less favorable to ROFO Seller than such terms, if any, as were offered by Buyer during the ROFO Period. If definitive transaction documents between ROFO Seller and Buyer or its designee are not executed with respect to the Offered Interests within the ROFO Period, then the Parties will pursue the auction process set forth in Section 6.6.
- 6.1.3 Except as set forth in Section 6.6, if ROFO Seller and such other Person do not agree upon the terms, conditions and pricing for the Offered Interests by entering into definitive transaction documents within one hundred eighty (180) days following the expiration of the ROFO Period, ROFO Seller and any Offered Interests shall again be subject to this Section 6.1 with respect to any Restricted Transaction.

6.2 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 10th, 15th and 20th anniversaries of the Commercial Operation Date at the Fair Market Value, which option may be exercised by Buyer providing written notice to Supplier no less than one hundred and eighty (180) days before the applicable anniversary ("Preliminary Interest Notice").

- 6.2.2 Determination of Fair Market Value of the Facility. Promptly following delivery of a 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 the Parties will pursue the auction process set forth in Section 6.6.
- 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 a 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 which shall contain customary representations, warranties and covenants and otherwise be in form reasonably acceptable to the Parties. If the Parties are unable to reach agreement on the terms and conditions of the purchase and sale agreement within ninety (90) days after reaching mutual agreement on the Fair Market Value of the Facility, then the Parties will pursue the auction process set forth in Section 6.6. 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 Auction Process. If Buyer and Supplier are unable to agree on both price and non-pricing terms and conditions of any proposed acquisition of the Facility or the equity interests in Supplier by Buyer pursuant to Sections 6.1-6.5, then within thirty (30) days after the failure to agree upon price and the terms of the definitive transaction documents pursuant to Section 6.1.2, the Fair Market Value pursuant to Sections 6.2.2 and 6.3, or the terms and conditions of the purchase and sale agreement pursuant to Section 6.4, as applicable, Supplier shall engage a nationally recognized investment advisor experienced in advising on the sale of assets similar to the Facility who shall commence a formal process for the sale of either the Facility or the equity interests in Supplier, at Supplier's election. Buyer shall be permitted to participate in any such process on the same terms as all other bidders and as outlined in the process guidelines issued by Supplier. Supplier may select any party participating in such a process that is a Qualified Transferee as the purchaser of the Facility or the equity interests in Supplier and, notwithstanding anything to the contrary herein, Buyer shall have no further right of consent with regard thereto and shall cooperate with Supplier in consummation of the transactions with such Qualified Transferee. Notwithstanding any time limitations relating to any ROFO or any Purchase Option, Supplier shall have a period of nine (9) months from date of selection of the investment advisor in accordance with this Section 6.6 to sign a binding agreement with a Qualified Transferee for the sale of the Facility or the equity interests in Supplier, during which period Buyer shall have no other rights relating to the acquisition of the Facility or the equity interests in Supplier other than the right to participate in such process.
- 6.7 Termination of Agreement. Upon the acquisition of the Facility by Buyer pursuant to Section 6.4 or Section 6.6, 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, which shall be consistent with Good Utility Practice, and shall be submitted to Buyer not later than Supplier's completion of the Project Milestone in Section 2(B) of Exhibit 6. The meter system shall have Buyer specified equipment to connect with Buyer's automated meter database, allowing for the DC-coupled nature of the Storage Facility. 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 Points or to the Storage Facility Metering Points. 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 one or more WREGIS-approved meters that are 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 and Supplier 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, or nationally approved equivalent (as available for DC meters), in which case the Party whose meters were found to be inaccurate (i.e. Buyer with respect to the Meters and Supplier with respect to check meters) 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 or nationally approved equivalent (as available for DC meters), 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 10th day of each month, Supplier shall send to Buyer an Invoice for the prior month (a “Billing Period”). Supplier shall calculate the Invoice based upon Meter data available to Supplier and as set forth in Exhibit 2B. Any correction or Dispute with respect to an Invoice is waived unless Buyer is notified within twelve (12) months, or Supplier is notified within thirty-six (36) months, after the Invoice is rendered or any specific adjustment to the Invoice is made. If an Invoice is not delivered to Buyer within twelve (12) months after the close of the Billing Period, the right to payment for such Billing Period is waived.
- 7.2.2 Replacement PC Invoice Calculation. In addition to the requirements for monthly Invoices set forth in this Section 7.2, if after the PC Administrator issues its final PC statement covering any Measurement Period and a PC Shortfall (as determined in accordance with Section 3.7.1) exists, Buyer shall send to Supplier an Invoice for such Measurement Period, which shall include the calculations set forth in Exhibit 2C.
- 7.2.3 Amounts Owing to Buyer. The Invoice referred to in Section 7.2.1 shall offset any amounts owing to Buyer with amounts owing to Supplier, and shall indicate the net payment due Supplier or Buyer, as applicable. Supplier shall provide supporting data in reasonable detail to support its calculations of any amounts owing to Buyer. Buyer may prepare and send to Supplier an Invoice for amounts owing to Buyer under this Agreement, and any such amounts will be payable to Buyer within ten (10) Business Days from Supplier’s receipt of such Invoice, subject to the terms and provisions of Section 7.2.5.
- 7.2.4 Method of Payment. Buyer or Supplier, as applicable, shall remit the payment of any undisputed amounts by wire or electronic fund transfer or otherwise pursuant to the instructions stated in Exhibit 4. Payment will be made on or before the later of the twentieth (20th) day following the end of each Billing Period (or the next following Business Day, if such twentieth (20th) day does not fall on a Business Day) or ten (10) Business Days from receipt of Invoice.
- 7.2.5 Examination and Correction of Invoices. As soon as practicable either Party shall notify the other Party in writing of any alleged error in an Invoice.
- 7.2.5.1 If a Party notifies the other Party of an alleged error in an Invoice, the Parties agree to use good faith efforts to reconcile the billing and mutually agree on the appropriate correction, if any.
- 7.2.5.2 If a correction is determined to be required, the invoicing Party shall provide an adjusted Invoice to the invoiced Party. If such error results in an additional payment to the invoicing Party, the

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

- 7.3 Overdue Amounts and Refunds. Overdue amounts and refunds of overpayments shall bear interest from and including, the due date or the date of overpayment, as the case may be, to the date of payment of such overdue amounts or refund at a rate calculated pursuant to 18 C.F.R. § 35.19a.
- 7.4 Access to Books and Records. Supplier agrees to make available for inspection upon five (5) Business Days written notice from Buyer its books and records as necessary 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 Energy or Discharging Energy or its delivery from and after the Delivery Points. Supplier is responsible for any Taxes imposed on or associated with the Energy or Discharging Energy or its delivery up to or at the Delivery Points. 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) subject to Section 3.5, the Generating Facility is at all times considered a Renewable Energy System; and (d) subject to Section 3.5, 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(B) 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. Supplier shall provide Buyer with copies of the Construction Contract promptly after its execution and any documentation and drawings reasonably requested by Buyer, redacted of any pricing or other proprietary 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. The Parties acknowledge and agree that the Shared Facilities may be subject to certain shared facilities or co-tenancy agreements to be entered into among Supplier, Supplier's Affiliates, or third parties pursuant to which certain Shared Facilities may be subject to joint ownership and shared maintenance and operation arrangements; *provided* that such agreements (i) shall permit Supplier to perform or satisfy, and shall not purport to limit, its obligations hereunder and (ii) provide for separate metering of the Facility.

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, if it is provided later than the date specified for such Project Milestone listed in Exhibit 6, Seller shall also provide the information described below and, if the Project Milestone is a Critical Project Milestone, pay liquidated damages as provided below. 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.

8.2.3 Interconnection Study. Supplier has submitted an interconnection request to the Transmission Provider requesting to increase the interconnection capacity available under the 230 kV IA, to allow the entire Facility to be interconnected at 230 kV through a single point of interconnection pursuant to the 230 kV IA. Promptly after receiving a system impact study report from the Transmission Provider for this interconnection request, Supplier shall provide a copy of the report to Buyer. If the estimated cost of network upgrades assigned to Supplier in the system impact study report for this interconnection request are less than five million seven hundred thousand dollars (\$5,700,000), then (a) the definition of "IA" will be revised to refer only to the 230 kV IA, (b) the references to "Delivery Points" throughout this Agreement will be revised to refer to a single 230 kV Delivery Point, and (c) Supplier will provide revised versions of Exhibits 1, 3A, 3B, and 5, which will supersede the then existing Exhibits 1, 3A, 3B, and 5.

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 Energy to and at the Delivery Points and Charging Energy to 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 AC (“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 Storage 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 Storage Operating Procedures. The Certified Nameplate Capacity Rating must not be less than six hundred twenty-one (621) 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 stating that 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, and attaching copies of the Supplier Required Regulatory Approvals listed in Exhibit 10 and all Required Facility Documents listed in Exhibit 12, provided, however, that Supplier may redact or omit confidential or commercial terms from such documents. The opinion shall further state that the real estate rights obtained by Supplier with respect to the Project Site are adequate in all respects for the ownership, operation, access to and maintenance of the Facility as of the date of the opinion.

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 under this Agreement, 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, and except as provided otherwise in this Agreement, shall constitute Buyer's sole and exclusive remedy in the event that the Agreement is terminated pursuant to this Section 8.4.1.

- 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, for Events of Default other than the failure to achieve Commercial Operation by the Commercial Operation Deadline.

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 Regulatory 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 for Events of Default other than the failure to achieve Commercial Operation by the Commercial Operation Deadline.
- 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"), provided that in no event shall the Certified Nameplate

Capacity Rating be less than six hundred twenty-one (621) MW. Supplier's total liability for Deficit Damages shall not exceed thirteen million eight hundred thousand dollars (\$13,800,000). 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 Dispatch Availability Amount, the 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 Operating Security. Supplier shall take all necessary actions, including but not limited to software or hardware solutions, to limit the Certified Nameplate Capacity Rating to the Expected Nameplate Capacity Rating.

8.6.3 If the tested Storage Contract Capacity as of the Commercial Operation Date is more than three percent (3%) below three hundred eighty (380) MW, Supplier shall provide Buyer, as Buyer's sole remedy for such shortfall, a onetime payment in an amount equal to (a) subtracting (i) the tested Storage Contract Capacity from (ii) three hundred sixty-eight and six-tenths (368.6) MW, multiplied by (b) Storage Deficit Damages Rate per MW of difference ("Storage Deficit Damages"), provided that in no event shall the Storage Contract Capacity be less than three hundred sixty (360) MW. Supplier's total liability for Storage Deficit Damages shall not exceed five million, one hundred sixty thousand dollars (\$5,160,000). Storage Deficit Damages, if any, shall be paid to Buyer within five (5) Business Days after the Commercial Operation Date. Upon payment of Deficit Damages, Exhibit 1 shall be revised to reflect the tested Storage Contract Capacity as deemed appropriate by an independent, licensed engineer for the purpose of all relevant calculations hereunder.

8.7 Modification. Except as otherwise permitted in this Agreement, Supplier shall not be permitted to make any modification to the Generating Facility without the prior written consent of the Buyer which may be withheld in Buyer's sole discretion. The above shall not prevent Supplier from performing maintenance and repairs to the Generating Facility so long as such maintenance and repairs do not alter the Generating Facility as defined. In addition, Supplier shall be permitted, without Buyer's prior consent, to make any change (a) in electrical inverters, subject to approval in the Interconnection Process, as set forth in Section 25.6; (b) any change to the number, sizing, type, chemical composition, or efficiency of the photovoltaic modules; (c) any change with respect to Storage Facility battery

chemistry so long as the battery chemistry remains within the lithium-ion category; and (d) subject to Supplier's compliance with Section 25.14, if applicable, any change with respect to equipment suppliers for the Facility; provided, however, that such changes may not increase any of the parameters set forth in Exhibit 1 by more than one percent (1%) without Buyer's prior written consent except for Section 9(e) of Exhibit 1. Any modifications requiring Buyer's consent and for which Buyer has provided written consent shall be conducted in accordance with Good Utility Practice and all applicable Laws and reliability criteria, as such may be amended from time to time, and the requirements of Article 11. If Supplier makes a modification to the Facility that requires Buyer's consent under this Section 8.7 and 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. Subject to Section 3.5, 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 "Storage Operating Procedures"); provided that failure to agree on such procedures shall not relieve either of the Parties of its obligations under this Agreement. The Storage Operating Procedures are provided in Exhibit 24.

- 8.9 Operation and Maintenance Agreement. No later than one hundred eighty (180) days prior to the Commercial Operation Date, if Supplier intends to subcontract any aspect of the operation of the Facility, Supplier shall provide a copy of 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 that is not a Qualified 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 with respect to the Facility will not result in any Excused Product except to the extent the Emergency qualifies as an event of Force Majeure.
- 9.5 No Buyer Liability. Notwithstanding any provision to the contrary contained in this Agreement, Buyer shall have no obligation to pay Supplier in respect of any Product Supplier is unable to deliver or Buyer is unable to receive in accordance with the requirements of this Agreement due to an Emergency or Force Majeure.

10. CURTAILMENT & DISPATCHABILITY

- 10.1 Transmission Provider Instructions. Supplier shall obey all Transmission Provider Instructions for curtailment of Energy by the Transmission Provider or orders for curtailment of Energy by any Electric System Authority. For any period of curtailment described in this Section 10.1 that occurs during the Dispatch Availability Months, if the Storage Facility is capable of accepting Charging Energy during such period, then Buyer's Charging Notice will be automatically deemed revised to allow Net Energy that would have been delivered to the Delivery Points absent such curtailment to be delivered, to the maximum extent feasible in accordance with the Storage Operating Procedures, to the Storage Facility Metering Points as Buyer's Charging Energy instead.
- 10.1.1 Curtailments. Without limiting Section 10.1, Buyer shall not be obligated to purchase, receive, pay for, or pay any damages associated with, or incur any liability 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 Points 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 (other than for economic reasons due to scheduling, such economically curtailed amounts being Un-Dispatched Amounts if occurring during the Dispatchable Period or FRP Deemed Delivered Energy if occurring during the Full Requirements Period) 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; (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 (other than for economic reasons due to scheduling, such economically curtailed amounts being Un-Dispatched Amounts if occurring during the Dispatchable Period or FRP Deemed Delivered Energy if occurring during the Full Requirements Period) 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 (“Curtailed Product”).

- 10.1.2 Curtailed Product Verification. Supplier shall promptly calculate, based on the Availability Backcast Amount plus any curtailed Discharging Energy during the Full Requirements Period, and 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 deliver Net Energy to the Delivery Points (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 10.1.2 apply to a curtailment of the Facility based upon an Emergency with respect to the Facility.

10.2 Dispatchability.

- 10.2.1 Buyer is permitted to schedule Energy deliveries in accordance with Article 14 during any Dispatchable Period.
- 10.2.2 Except as expressly provided in this Agreement, Supplier shall comply with the schedules provided by Buyer during the Dispatchable Period. For any period during the Dispatchable Period, the “Un-Dispatched Amount” is the Availability Backcast Amount minus the Delivered Amount minus an amount equal to the Excused Product described in Sections 3.6.6(a) through (f) and (h). During the Dispatchable Period, Supplier shall produce Energy solely in accordance with Buyer’s schedule (except as otherwise expressly provided herein) and Supplier shall not sell Product to any third party that was not scheduled by Buyer.

- 10.3 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 Energy or the Storage Facility to receive Buyer’s 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 January, February, March, April, October,

November and December, 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 MWh) 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: (i) Planned Outages and (ii) unplanned outages of the Storage Facility for the months of January through April and October through December, in any Contract Year (based on the Dispatch Availability Amounts for such Delivery Hours) shall not exceed four percent (4%) of the total annual Dispatch Availability Amounts for all hours in the applicable Contract Year (prorated for the Stub Period, if any) unless otherwise approved by Buyer.

11.2.2 Buyer shall promptly review Supplier's proposed schedule of Planned Outages and either require modifications or approve the proposed schedule within thirty (30) days of Buyer's receipt of such schedule. If Buyer requires modifications to the proposed schedule, then Supplier shall promptly circulate a revised schedule of Planned Outages to Buyer consistent with Buyer's requested modifications. Under no circumstances will Supplier schedule Planned Outages to occur during May, June, July, August or September. Product not delivered to Buyer during periods of Planned Outages, up to the MWh 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 MWh exceed that set forth in the Planned Outage schedule approved by Buyer in accordance with this Article 11, or the Planned Outage is not approved by Buyer. Supplier shall make reasonable efforts to accommodate any proposed revisions by Buyer to the approved Planned Outage schedule.

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

11.2.4 If following a notice pursuant to Section 11.2.3, Buyer requests that Supplier not undertake an approved Planned Outage as scheduled, for reasons other than Force Majeure, Transmission Provider Instructions 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 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 and Commercial Operation Date; (b) notify Buyer as soon as Supplier becomes aware of any changes in such projected dates; and (c) coordinate with Buyer regarding the commencement of operation of the Facility. In addition to the foregoing, Supplier will provide Buyer with such other operational or technical data as Buyer may reasonably request and as may be reasonably necessary to determine Supplier's compliance with its obligations hereunder and its progress toward Commercial Operation.

12.4.2 After Commercial Operation Date. After the Commercial Operation Date, Supplier shall provide to Buyer 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 two (2) Business Days' 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 commercially reasonable 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 Availability Notice.
 - 14.1.1 No later than 0500 PPT each day or as otherwise specified (or agreed to) by Buyer consistent with Good Utility Practice, Supplier shall deliver to Buyer's Operating Representative an Availability Notice, in accordance with WECC scheduling protocols and deadlines, containing information including Supplier's good faith daily and hourly forecast of the Delivered Amount, Full Requirements Period Charging Energy, Planned Outages, Derating, other outages and similar changes that may affect the Delivered Amount and the availability of Product 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.

14.1.2 Supplier shall update the Availability Notice and notify Buyer's Operating Representative as soon as practical after becoming aware of: (a) an expected Derating; (b) an expected change in Full Requirements Period Charging Energy, (c) an expected increase of Delivered Amount; or (d) reductions to estimated hourly Delivered Amount. The updated Availability Notice shall include Supplier's best estimate of the time required to resolve the condition(s) that caused the reductions to the estimated hourly Delivered Amount.

14.1.3 The information in any 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 Scheduled Amount.

14.1.4 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.

14.2 Scheduling. Buyer's right to schedule the Generating Facility during June, July and August is limited by Supplier's schedule of Energy, Full Requirements Period Charging Energy, Supplier's Charging Energy and Discharging Energy as utilized to meet its obligations during the Full Requirements Period. Supplier shall deliver Energy and operate the Generating Facility in order to comply with this Section 14.2, provided that, subject to Sections 3.6.1 and 3.6.2, the actual amount of Energy delivered by Supplier for any hour may be more than or less than the Scheduled Amount.

14.2.1 For the Dispatchable Period, except as provided above with respect to June, July and August, the Parties shall schedule energy to be delivered pursuant to this Agreement. All scheduling communications shall be by email or by telephone with an email confirmation. Buyer shall submit to Supplier each day's hourly energy preschedule by the earlier of 0700 PPT or 30 minutes prior to the prescheduling deadline on each WECC prescheduling day, which shall provide notice of Buyer's intent to schedule energy for the following day or days consistent with the then-current WECC prescheduling calendar ("Scheduled Amount"). Supplier shall electronically confirm the preschedule with Buyer by 0730 PPT on each WECC prescheduling day.

14.2.2 For changes in the Scheduled Amount that are not delivered by Buyer's Energy Management System sending signals to Supplier's AGC, Buyer shall have the right to change the Scheduled Amount on an intraday basis ("Intraday Schedule Change") only if Buyer has provided at least one (1) hour's notice prior to the delivery hour; provided, however, that Supplier

shall make commercially reasonable efforts to accommodate Intraday Schedule Changes upon less notice.

14.2.3 During the Full Requirements Period Buyer shall not, and shall not be obligated to, submit a schedule, and Supplier shall deliver Full Requirements Period Product in accordance with Exhibit 13A and B, provided that, subject to Section 3.6.4, the actual amount of Product delivered for any hour during the Full Requirements Period may be less than or more than the amounts set forth in Exhibit 13A and 13B.

14.2.4 Except as set forth in Section 14.3.2., during the months of June, July and August, Buyer's schedule may be limited by the amount of Energy required by Supplier in its sole discretion for Full Requirements Period Charging Energy to charge the Storage Facility to meet Supplier's obligations during the Full Requirements Period. In such event, Buyer's schedules during any Dispatchable Period may be limited as set forth in any applicable Availability Notice.

14.3 Storage Facility Scheduling.

14.3.1 Subject to Section 14.3.2, during the Dispatchable Period (except the months of June, July and August), Buyer has the exclusive right to schedule or designate the Storage Facility to deliver the Storage Product to Buyer and/or accept Buyer Charging Energy, in accordance with the Storage Operating Procedures and the operational requirements specified in Exhibit 1. Except as set forth in Section 14.3.2, during the Full Requirements Period, Supplier may discharge the Storage Facility as it determines in its sole discretion.

14.3.2 Notwithstanding anything in this Agreement to the contrary, during the months of June, July and August, Buyer has the right to schedule, notwithstanding Supplier's Availability Notice in Section 14.2, Energy and Discharging Energy from the Storage Facility, in which case (a) the Discharging Energy delivered from the Storage Facility during the Dispatchable Period, (b) any Energy that could have been used as Full Requirements Period Charging Energy, but was not able to be used by Supplier due to Buyer's use of the Storage Facility or Generating Facility, and (c) Energy and Discharging Energy that could have been delivered to Buyer as Net Energy, but was not able to be delivered by Supplier due to Buyer's use of the Storage Facility or Generating Facility, shall collectively be considered "FRP Deemed Delivered Energy". The amount of FRP Deemed Delivered Energy will not be considered a shortfall for the Full Requirements Period and Buyer shall pay Supplier the Full Requirements Period Product Rate for the FRP Deemed Delivered Energy. Supplier has no obligation to charge the Storage Facility to satisfy Buyer's Discharging Notice. The Storage Facility will only be discharged in accordance with Section 14.3.4 to ensure that Supplier can continue to use energy from the

Storage Facility to serve Station Usage notwithstanding Buyer's scheduling of the Storage Facility under this Section 14.3.2.

- 14.3.3 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, Transmission Provider Instructions, an Emergency, a Planned Outage or a forced outage (but without relieving Supplier of any liability it may have for damages hereunder due to such forced outage). Subject to Sections 14.2 and 14.3.2, 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 3.4.8. The Storage Facility may only be charged with Charging Energy from the Generating Facility. Subject to Sections 14.2 and 14.3.2, during the Dispatchable Period Supplier shall not dispatch and operate the Storage Facility other than pursuant to an instruction by Buyer pursuant to Section 3.4.8.
- 14.3.4 Supplier shall be entitled to use Energy from the Generating Facility, when available, to serve Station Usage or to charge the Storage Facility so that it can be used to serve Station Usage, but Supplier's use of Energy as described in this sentence will not excuse any failure by Supplier to meet its performance obligations hereunder. When the Generating Facility is not generating Energy, Supplier may use energy from the Storage Facility to serve Station Usage, but Supplier's use of energy from the Storage Facility as described in this sentence will not excuse any failure by Supplier to meet its performance obligations hereunder.

15. COMPLIANCE

- 15.1 Laws. Each Party shall comply with all relevant Laws in connection with the performance of its obligations under this Agreement. Subject to Section 3.5, 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 any obligations imposed on Supplier under the Clean Power Plan, including for obtaining, at its sole cost, any allowances that may be required for Supplier 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 to terminate or otherwise fails to exercise its right to terminate this Agreement pursuant to Section 16.3, 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: 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.
- 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 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; (c) Guarantee from a Qualified Guarantor; or (d) 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 and in a form that is reasonably acceptable to Buyer, in any case, in an amount equal to twenty six million seven hundred fifty thousand dollars (\$26,750,000) (the "Development Security"). The Development Security shall be posted within five (5) Business Days after the Effective Date. Upon the PUCN Approval Date, the Development Security shall increase to an amount equal to seventy four million, nine hundred thousand dollars (\$74,900,000). The revised Development Security shall be posted within ten (10) days after the PUCN Approval Date and be maintained until fifteen (15) Business Days after the Commercial Operation Date. Buyer shall have the right to draw upon the Development Security, at Buyer's sole discretion: (i) as a non-exclusive remedy available to Buyer under Article 24; (ii) in the event Supplier fails to achieve Commercial Operation by the Commercial Operation Deadline and fails to pay Daily Delay Damages as provided in Section 8.5.1; (iii) if Supplier fails to make any payments owing under this Agreement; or (iv) if Supplier fails to reimburse Buyer for costs, including Replacement Costs, PC Replacement Costs and Regulatory 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 three (3) 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 (15th) 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 Section 2.3.2 or 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; (c) Guarantee from a Qualified Guarantor; or (d) 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 and in a form that is reasonably acceptable to Buyer, in an amount equal to sixty eight million nine thousand five hundred dollars (\$68,009,500) (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 Regulatory 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 three (3) 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 (15th) Business Day after the earlier of (x) termination of this Agreement in accordance with its terms or (y) the expiration of the Term.
- 17.3 Letters of Credit. With respect to any letter of credit posted by Supplier as Development Security or Operating Security: (a) no later than thirty (30) days prior to the expiration date of any such letter of credit, Supplier shall cause the letter of credit to be renewed or replaced with another letter of credit in an 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 provide Buyer, or shall cause any guarantor to provide Buyer, audited financials of guarantor within ten (10) days of them becoming available. Further, Supplier shall promptly notify Buyer regarding downgrade or other material change regarding the creditworthiness or financial condition of any guarantor providing a Guarantee pursuant to Sections 17.1 or 17.2. If at any time after the Effective Date, any guarantor providing a Guarantee pursuant to Sections 17.1 or 17.2 experiences a downgrade or other material change described in the prior sentence and, as a result, such guarantor fails to meet the Minimum Credit Rating, if such guarantor has a Credit Rating, or fails to meet Buyer's minimum credit requirements as determined by Buyer in its sole and absolute discretion, if such guarantor does not have a Credit Rating, then Buyer shall notify Supplier in writing and Supplier shall cause a replacement Guarantee, surety bond, letter of credit or cash meeting the requirements of Section 17.1 or 17.2, as applicable, and 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. Subject to Section 8.4.1, 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 Indemnified 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, negligence or non-performance of its obligations under this Agreement, each Party

shall be responsible for all physical damage to or destruction of the property, equipment and/or facilities owned by it, and each Party hereby releases the other Party from any reimbursement for such damage or destruction.

- 19.2 Limitation on Damages. To the fullest extent permitted by Law and notwithstanding any other provisions of this Agreement to the contrary, except for Replacement Costs, PC Replacement Costs or payment made by either Party to satisfy Regulatory 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 not attributable to Supplier’s actions; lock-outs not attributable to Supplier’s actions; work stoppages not attributable to Supplier’s actions; 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, except to the extent caused by acts of God;
 - 20.3.3 A Party's failure to obtain any Governmental Approval from a Governmental Authority;
 - 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 (a) send a Technical Dispute Notice for a Dispute regarding the calculation of Availability Backcast Amounts or the Resource-Adjusted Backcast Amount, or (b) for any other Dispute, exercise their rights at equity or law to resolve such Dispute.
- 21.4 Technical Expert. If the Dispute regards the calculation of Availability Backcast Amounts or the Resource-Adjusted Backcast Amount, then the Parties will have such Dispute resolved pursuant to this Section 21.4. Any such Dispute will be determined by an independent technical expert, who shall be a mutually acceptable third party with training and experience in the disciplines relevant to the matters with respect to which such person is called upon to provide a certification, evaluation or opinion (the “Technical Expert”), which determination shall be (x) except as otherwise provided in this Section 21.4, made

in accordance with the Construction Industry Arbitration Rules and Mediation Procedures (Including Procedures for Large, Complex Construction Disputes) of the American Arbitration Association (“AAA”), as amended and effective on the date a Party provides notice of its intent to submit the Dispute to a technical expert, and (y) binding upon the Parties.

- 21.4.1 Either Party may commence the technical dispute process with AAA by notifying AAA and the other Party in writing (“Technical Dispute Notice”) of such Party's desire that the Dispute be resolved through a determination by a technical expert.
- 21.4.2 The determination shall be conducted by a sole Technical Expert. The Parties may select any mutually acceptable Technical Expert. If the Parties cannot agree on a Technical Expert within five (5) days after the date of the Technical Dispute Notice, then the AAA's arbitration administrator shall send a list and resumes of three (3) available technical experts meeting the qualifications set forth in Section 21.4 to the Parties, each of whom shall strike one name, and the remaining person shall be appointed as the Technical Expert. If more than one name remains, either because one or both Parties have failed to respond to the AAA's arbitration administrator within five (5) days after receiving the list or because one or both Parties have failed to strike a name from the list or because both Parties strike the same name, the AAA's arbitration administrator will choose the Technical Expert from the remaining names. If the designated Technical Expert shall die, become incapable or, unwilling to, or unable to serve or proceed with the determination, a substitute technical expert shall be appointed in accordance with the selection procedure described above, and such substitute Technical Expert shall have all such powers as if he or she has been originally appointed herein.
- 21.4.3 Within thirty (30) days of the appointment of the Technical Expert pursuant to Section 21.4.2, each Party shall submit to the Technical Expert a written report containing its position with respect to the Dispute, and arguments therefor together with supporting documentation and calculations. Discovery shall be limited to Facility documentation relating to the Dispute. Within sixty (60) days from receipt of such submissions, the Technical Expert shall select one or the other Party's position with respect to the Dispute, whereupon such selection shall be a binding determination upon the Parties for all purposes hereof. The costs of the determination by the Technical Expert of any Dispute, including fees and expenses, shall be borne by the Party whose position was not selected by the Technical Expert. If the Technical Expert fails to render a decision within ninety (90) days from receipt of each Party's submissions, either Party may initiate litigation in accordance with the provisions herein.
- 21.4.4 All verbal and written communications between the Parties and issued or prepared in connection with this Section 21.4 shall be deemed prepared and communicated in furtherance, and in the context, of dispute settlement, and

shall be exempt from discovery and production, and shall not be admissible in evidence (whether as admission or otherwise) in any litigation or other proceedings for the resolution of the Dispute.

21.4.5 All deadlines specified in this Section 21.4 may be extended by mutual agreement of the Parties.

21.5 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.

21.6 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.

21.7 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 and which meets the Minimum Credit Rating; (d) a wholesale electric provider which meets the Minimum Credit Rating or provides adequate credit assurance or a guarantee from a party that meets the Minimum Credit Rating; (e) a Person (other than a natural person) whose Credit Rating, as published by either Relevant Rating Agency, is equal or superior to the Minimum Credit Rating as of the time of assignment and provided such assignment would not have a material adverse regulatory consequence on Supplier; or (f) a Person (other than a natural person) as otherwise required by Law which meets the Minimum Credit Rating and provided such assignment would not have a material adverse regulatory consequence on Supplier. 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 6.6, Section 23.2, or Section 23.8. This Section 23.4 shall also not apply to any sale, transfer, assignment or disposal of the Facility to a third party pursuant to any Restricted Transaction(s) permitted in accordance 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 6.6 or Section 23.2, (b) that is a Permitted Transfer, or (c) pursuant to any Restricted Transaction(s) permitted in accordance 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 and in form and substance satisfactory to Buyer, from each such Person to the effect that, if such Person forecloses on its security interest, (i) it will assume Supplier's obligations under and otherwise be bound by the terms of this Agreement, and (ii) it will not 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 at least thirty (30) days' prior written notice thereof to Buyer, including the address of Supplier's Lenders. Any negotiation of documentation required in connection with a collateral assignment or other financing activity of Supplier shall be at the sole cost and expense of Supplier, and Supplier shall reimburse Buyer for all documented third-party and internal costs in connection with such activities. As a condition precedent to the effectiveness of any such transfer, pledge, encumbrance or collateral assignment to Supplier's Lenders, Buyer and Supplier and Supplier's Lenders shall have entered into a consent to collateral assignment agreement, which agreement shall be substantially in the form and substance of the Lender's Consent in Exhibit 19, including such revisions as may be reasonably requested by Supplier's Lenders.

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, a termination event has occurred pursuant to Section 3.6.2.4.

- 24.1.8 In the case of Supplier, a termination event has occurred pursuant to Section 3.6.2.5.
 - 24.1.9 In the case of Supplier, a termination event has occurred pursuant to Section 3.6.4.3.
 - 24.1.10 in the case of Supplier, its failure to comply with the provisions of Section 17 (including any replenishment requirement);
 - 24.1.11 its failure to comply with the provisions of Section 23;
 - 24.1.12 in the case of Supplier, its failure to comply with the provisions of Section 27;
 - 24.1.13 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 sixty (60) 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 sixty (60) days); and
 - 24.1.14 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
 - 24.1.15 in the case of Supplier, if: (a) the Storage Contract Capacity of the Storage Facility determined pursuant to a Storage Capacity Test is less than or equal to ninety percent (90%) of the Storage Contract Capacity that was in effect as of the Commercial Operation Date 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 three (3) consecutive Dispatch Availability Months during any Contract Year or any five (5) non-consecutive Dispatch Availability Months during a period of 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 seeking to maximize 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 24.1.13 or 24.1.15 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, 24.1.11, 24.1.13 or 24.1.15 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, subject to Section 8.4.1, 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 due to a Supplier Event of Default, then neither Supplier nor Supplier’s Affiliates may sell, or enter into a contract to sell, Net Energy or any Product generated by, associated with or attributable to a generating facility that from time to time may be constructed by Supplier or any Affiliate of Supplier on the Project Site 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”). The foregoing prohibition on contracting and sale will not apply if, before entering into such contract or making a sale to a party other than

Buyer, Supplier or Supplier's Affiliate provides Buyer with a written offer to sell the Net Energy or any Product to Buyer at the rate set forth in this Agreement and otherwise on terms and conditions materially similar to the terms and conditions set forth in this Agreement and Buyer fails to accept such offer within (A) forty-five (45) days after Buyer's receipt of such offer if this Agreement had originally been terminated by Buyer after the commencement of construction of the Facility, and (B) one hundred twenty (120) days after Buyer's receipt of such offer if this Agreement had originally been terminated by Buyer prior to the commencement of construction of the Facility. If Buyer elects to purchase such Product, then 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 their 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 by Supplier or Supplier's Affiliates of their interests in the Project Site 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 Supplier's and Supplier's Affiliates' interests in 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. The Buyer step-in rights described in this Section 24.6 are subject to and subordinate to the rights of Supplier's Lenders set forth in this Agreement and any consent to collateral assignment agreement entered into by Buyer and Supplier's Lenders. If Supplier commits an Event of Default, including pursuant to Section 24.1.6(b), and 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.

24.6.2 License to Operate Facility. Supplier hereby irrevocably grants to Buyer the right, license and authority to enter the Project Site, to construct, operate and maintain the Facility for the Term during the continuance of and following any Event of Default by Supplier. 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 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 and for the term of this Agreement and at the Commercial Operation Date as set forth in Sections 25.1 through 25.12, and covenants to Buyer as set forth in Sections 25.13 through 25.15:

- 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 Points.
- 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 Points 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. Subject to Section 3.5, 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 October 16, 2018 request for proposals, but subject to modifications as may be required to reflect changes in contractors and suppliers, subject to Section 25.14, and modifications as may be required to reflect the final design of the Facility, subject to Section 8.7. Supplier shall not make any material modifications to the project execution plan without the consent of Buyer, such consent not to be unreasonably withheld, conditioned or delayed.
- 25.14 Approved Vendors. To the extent the Facility uses equipment types 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, which shall be provided by Buyer.
- 25.15 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.
- 25.16 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 25.16 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.

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 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 insurance policy.

27.6.4 Excess Liability. Excess liability insurance with a minimum limit of five million dollars (\$5,000,000) ("Excess Minimum") for each occurrence and an aggregate where applicable on a following form basis to be excess of the insurance coverage and limits required in Supplier's general liability insurance and automobile liability insurance. Supplier shall promptly notify Buyer if the Excess Minimum is not available and Supplier shall purchase additional insurance coverage up to the Excess Minimum if required by Buyer.

27.6.5 Failure to Comply. If Supplier fails to comply with the provisions of this Article 27, Supplier shall save harmless and indemnify Buyer from any direct or indirect Loss, including attorneys' fees and other costs of litigation, resulting from the injury or death of any person or damage to any property if Buyer would have been protected had Supplier complied with the requirements of this Article 27, in accordance with the indemnification provisions of Article 18.

28. NO EXPECTATION OF CONFIDENTIALITY; PUBLIC STATEMENTS

28.1 No Expectation of Confidentiality. Supplier has no expectation that any of the terms of this Agreement will be treated as confidential by Buyer, and Buyer has no obligation to seek confidential treatment of this Agreement in connection with Buyer's Required Regulatory Approvals or otherwise.

28.2 Public Statements. The Parties shall consult with each other prior to issuing any public announcement, public statement or other public disclosure with respect to this Agreement and Supplier shall not issue any such public announcement, public statement or other public 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, suppliers, contractors, 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. Notwithstanding the foregoing or any other provision hereof, for breach of any provision hereof for which an express remedy or measure of damages is provided (including Sections 3.4 (Delivery Responsibilities), 3.5 (Renewable Energy System), 3.6 (Shortfall; Replacement Costs), 3.7 (PC Shortfall; PC Replacement Costs), 8.4 (Failure to Achieve Commercial Operation), 8.5 (Delay Damages), 8.6 (Nameplate Damages) and 8.7 (Modification)), such express remedy or measure of damages will be the sole and exclusive remedy, the obligor's liability will be limited as set forth in such provision and all other remedies or damages at law or in equity are waived, unless the provision in question provides that the express remedies are in addition to other remedies that may be available.

- 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.

29.15.1 Subject always to Section 29.15.2 (a) 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, (b) 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, and (c) 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.

29.15.2 Buyer shall not be entitled to seek and obtain a decree compelling specific performance or granting injunctive relief for Supplier's breach of any provision hereof for which an express remedy or measure of damages is provided (including Sections 3.4 (Delivery Responsibilities), 3.5 (Renewable Energy System), 3.6 (Shortfall; Replacement Costs), 3.7 (PC Shortfall; PC Replacement Costs), 8.4 (Failure to Achieve Commercial Operation), 8.5 (Delay Damages), and 8.6 (Nameplate Damages)).

29.16 Mobile-Sierra. Absent agreement of all Parties to a proposed modification of this Agreement, the standard of review the FERC shall apply when acting on proposed modifications to this Agreement, either on FERC's own motion or on behalf of a signatory or a non-signatory, shall be the "public interest" application of the "just and reasonable" standard of review set forth in *United Gas Pipe Line Co. v. Mobile Gas Service Corp.*, 350 U.S. 332 (1956) and *Federal Power Commission v. Sierra Pacific Power Co.*, 350 U.S. 348 (1956) and clarified by *Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. I of Snohomish*, 554 U.S. 527, 128 S.Ct. 2733, 171 L.Ed.2d. 607 (2008) and *NRG Power Marketing, LLC v. Maine Pub. Util. Comm'n*, 558 U.S. 165 (2010).

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representative as of the Effective Date.

BUYER:

**NEVADA POWER COMPANY d/b/a
NV ENERGY**

By: 

Name: Douglas A. Cannon
Title: President

SUPPLIER:

SOLAR PARTNERS XI, LLC

By: 

Name: David Scaysbrook
Title: Managing Partner

EXHIBIT 1

DESCRIPTION OF FACILITY

1. Name of Generating Facility: Gemini Solar
 - (a) Location: Clark County, Nevada
 - (b) Delivery Points: 230kv Crystal Substation, and
525kv South Crystal (Navajo) Substation
2. Supplier: Solar Partners XI, LLC
3. Parent: Valley of Fire Solar, LLC
4. Operator: Supplier
5. Equipment:
 - (a) Type of Generating Facility: Photovoltaic solar
 - (b) Installed Nameplate Capacity:
 - (i) Total capacity: 745.6 MVA (sum of inverter rating)
 - (ii) Expected Nameplate Capacity Rating at Delivery Points: 690 MW AC @ +/- 0.95, subject to the provisions of Section 3.4.5 (gross nameplate of 707 MW with software-controlled limit to achieve 690 MW at Delivery Points)
 - (iii) Total gross output capacity: 745.6 MW
 - (iv) Total capacity net of Station Usage and other losses: 690 MW (at Delivery Points)
 - (v) Full Requirements Period Capacity Factor: 65%
 - (vi) Full Requirements Period Product: 206,310 MWh over each Full Requirements Period
 - (c) Additional Technology Specific Information, if any:
6. Operating Characteristics of Generating Facility during Generating Facility-Only Generation:
 - (a) Max VAR, leading: 226.8 MVAR (@delivery of 690 MW at Delivery Points)
 - (b) Max VAR, lagging: 226.8 MVAR (@delivery of 690 MW at Delivery Points)
 - (c) Power Factor: +/- 0.95, subject to the provisions of Section 3.4.5
 - (d) Controlled Ramp Rate: <10 second to rated capacity or as specified by inverter manufacturer
 - (e) Minimum Operating Capacity (MW): 10 MW, provided, however that any interval in which the dispatch is less than 34.5 MW will be excluded from the calculation of the Dispatchable Accuracy Rate pursuant to Exhibit 16
7. Operating Characteristics of Generating Facility during Storage Facility Discharge:
 - (a) Max VAR, leading: 124.9 MVAR (@delivery of 380 MW at the Delivery Points from Storage Facility)
 - (b) Max VAR, lagging: 124.9 MVAR (@delivery of 380 MW at the Delivery Points from Storage Facility)

EXHIBIT 1

DESCRIPTION OF FACILITY

- (c) Power Factor: +/- 0.95, subject to the provisions of Section 3.4.5
- (d) Controlled Ramp Rate: <10 second to 380 MVA (real/reactive power to be limited to Storage capacity at Delivery Points/4)
- (e) Minimum Operating Capacity (MW): 10 MW, provided, however that any interval in which the dispatch is less than 34.5 MW will be excluded from the calculation of the Dispatchable Accuracy Rate pursuant to Exhibit 16

8. Type of Storage Facility: (e.g. AC or DC coupled, technology, chemistry, etc.)

- (a) DC-coupled Battery System

9. Operating Characteristics of Storage Facility available to Buyer:

- (a) Charge capacity at the Storage Facility Metering Points on DC side: 400 MW
- (b) Discharge capacity at Delivery Points: 380 MW
- (c) Discharge capacity at the Delivery Points for a 3.7-hour duration: 380 MW as of COD
- (d) Storage capacity at Delivery Points: 1,416 MWh as of COD
- (e) Projected Storage capacity at Delivery Point by contract year [%]

Year 1	100%
Year 2	94.2%
Year 3	91.8%
Year 4	90.5%
Year 5	103.9%
Year 6	102.0%
Year 7	100.6%
Year 8	99.5%
Year 9	98.4%
Year 10	97.5%
Year 11	96.6%
Year 12	95.7%
Year 13	109.4%
Year 14	107.6%
Year 15	106.4%
Year 16	105.3%
Year 17	104.2%
Year 18	103.2%
Year 19	102.1%
Year 20	107.9%
Year 21	106.9%
Year 22	105.8%
Year 23	104.7%
Year 24	103.6%
Year 25	102.5%

EXHIBIT 2A

PRODUCT RATES

DISPATCHABLE PERIOD PRODUCT RATE

The Dispatchable Period Product Rate shall be \$24.79 per MWh.

FULL REQUIREMENTS PERIOD PRODUCT RATE

The Full Requirements Period Product Rate during the Full Requirements Period shall be 6.5 times the Dispatchable Product Rate for the applicable period (the “Full Requirements Period Product Rate”) as represented below.

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Jan	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Feb	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Mar	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Apr	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
May	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Jun	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	6.5x	6.5x	6.5x	6.5x	6.5x	x	x	x
Jul	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	6.5x	6.5x	6.5x	6.5x	6.5x	x	x	x
Aug	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	6.5x	6.5x	6.5x	6.5x	6.5x	x	x	x
Sep	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Oct	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Nov	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x
Dec	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x	x

EXHIBIT 2B**FORM OF MONTHLY ENERGY INVOICE****Supplier Letterhead****Facility:** _____**Date:** _____**Facility ID:** _____**Billing Period:** _____**Invoice Number:** _____**CURRENT MONTHLY BILLING DATA INPUT****Pricing****\$/MWh**

Dispatchable Period Product Rate _____

Full Requirements Period Product Rate _____

Provisional Product Rate _____

Test Product Rate _____

Over Delivery Amount Rate _____

Excused Product

Planned Outages _____

Force Majeure _____

Emergencies (as applicable) _____

Curtailed Product _____

Un-Dispatched Amount _____

Transmission Provider Instructions _____

Buyer's Failure to Accept Net Energy _____

FRP Deemed Delivered Energy _____

Total Excused Product _____**Delivered Amount (kWh)****On-Peak****Off-Peak**

Dispatchable Period – Net Energy _____

Full Requirements Period – Net Energy _____

Total Delivered Amount _____**CURRENT MONTHLY INVOICE CALCULATION**

	Net Energy		Rate/kWh		Amount
a. Dispatchable Period Product ¹	_____	x	_____	=	\$ _____
b. Full Requirements Period Product	_____	x	_____	=	\$ _____
c. FRP Deemed Delivered Energy	_____	x	_____	=	\$ _____
d. Un-Dispatched Amount	_____	x	_____	=	\$ _____
e. Provisional Energy	_____	x	_____	=	\$ _____
f. Test Energy	_____	x	_____	=	\$ _____
g. Shortfall/Replacement Cost (from page 2B-2)	_____		_____		\$ _____
h Over Delivery Amount	_____	x	_____	=	\$ _____
i. Total Product Payment (a+b+c+d+e+f+g+h)					\$ _____
j. Adjustments (+/-)					\$ _____
TOTAL AMOUNT DUE (i + j)					\$ _____

PAYMENT DUE DATE NO LATER THAN: _____¹ Excluding Provisional Energy and Test Energy

EXHIBIT 2B

FORM OF MONTHLY ENERGY INVOICE

REPLACEMENT COST CALCULATION – For Billing Period: _____

Full Requirements Period

a. Full Requirements Period Product _____ kWh
b. 95% of FRP Product ($0.95 * a$) _____ kWh
c. Excused Product _____ kWh
d. Delivered Amount _____ kWh
e. Reserved _____

Shortfall (Y/N)? _____

f. Shortfall Amount ($\max b - c - d$ or zero) _____ kWh

Replacement Cost Calculation
g. Average Market Price _____ \$/MWh
h. Full Requirements Period Product Rate _____ \$/MWh
i. Difference ($\max g - h$ or zero) _____ \$/MWh

j. Replacement Cost ($f * i$) \$ _____

REPLACEMENT COST CALCULATION – For Billing Period: _____

Dispatchable Period

k. Resource-Adjusted Backcast Amount _____ kWh
l. FRP Charging Energy _____ kWh
m. Difference ($k - l$) _____ kWh
n. 95% of Difference ($0.95 * m$) _____ kWh

o. Delivered Amount _____ kWh
p. Excused Product _____ kWh

q. Shortfall (Y/N)? _____

r. Shortfall Amount ($\max n - o - p$ or zero) _____ kWh

Replacement Cost Calculation
s. Average Market Price _____ \$/MWh
t. Dispatchable Period Product Rate _____ \$/MWh
u. Difference ($\max s - t$ or zero) _____ \$/MWh

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

EXHIBIT 2B

FORM OF MONTHLY ENERGY INVOICE DETAIL

Date	Hour Ending	On-Peak/ Off-Peak	Dispatch Availability Amount	Total Delivered Amount	Base Product Amount	Product Rate	Full Requirements Period Delivered Amount	Un-Dispatched Amount	Base Product Cost	Excess Energy	Maximum Amount Energy	Excused Product	Reason for Excused Product
	0100												
	0200												
	0300												
	0400												
	0500												
	0600												
	0700												
	0800												
	0900												
	1000												
	1100												
	1200												
	1300												
	1400												
	1500												
	1600												
	1700												
	1800												
	1900												
	2000												
	2100												
	2200												
	2300												
	2400												
Total On-Peak:													
Total Off-Peak:													
TOTAL:													

EXHIBIT 2C

FORM OF PC REPLACEMENT INVOICE

Buyer Letterhead

Facility: _____

Facility ID: _____

Date: _____

Contract Year: _____

Invoice Number: _____

Payment Due Date: _____

PC REPLACEMENT COSTS CALCULATION

Contract Year Data

a. Yearly PC Amount

b. Delivered PCs

PCs

PCs Associated with Excused Product:

c. Planned Outages

d. Force Majeure

e. Emergencies

f. Curtailed Product

g. Un-Dispatched Amount

h. Transmission Provider Instructions

i. Buyer's Failure to Accept Net Energy

j. FRP Deemed Delivered Energy

k. Excused Product

(c + d + e + f + g + h + i + j)

l. Difference (a - k)

m. 90% of Difference (0.9 * l)

n. PC Shortfall Amount (max m - b or zero)

o. PC Replacement Rate

p. PC REPLACEMENT COSTS (n * o)

\$ _____

\$ _____

EXHIBIT 3A

DESCRIPTION OF PROJECT SITE

All Project Site is located on BLM Lands. The following property intersect the Project Site, in Clark County, Nevada:

Block A

- Section 13, Township 17 South, Range 64 East
- Northeast 1/6, Section 14, Township 17 South, Range 64 East
- Southeast 3/4, Section 12, Township 17 South, Range 64 East
- Southwest 1/2, Section 7, Township 17 South, Range 65 East
- Northwest 1/2, Section 18, Township 17 South, Range 65 East
- Southwest 1/3, Section 18, Township 17 South, Range 65 East

Consisting of approximately 862 acres.

Block B

- Southeast 1/2, Northeast 1/3, Section 7, Township 17 South, Range 65 East
- Northwest, Southwest, Southeast 1/3, Section 8, Township 17 South, Range 65 East
- Northeast 1/2, Southeast 1/2, Section 18, Township 17 South, Range 65 East
- Northwest, Southwest, Southeast, Northeast 2/3, Section 17, Township 17 South, Range 65 East
- Northwest 1/5, Southwest 1/2, Southeast, Northeast, Section 19, Township 17 South, Range 65 East
- Northwest, Southwest 1/2, Northeast 1/2, Section 20, Township 17 South, Range 65 East
- Northeast 1/6, Southeast 1/3, Section 25, Township 17 South, Range 64 East
- Northwest, Southwest, Northeast 1/2, Southeast 2/3, Section 30, Township 17 South, Range 65 East
- Northeast 2/3, Southeast, Section 36, Township 17 South, Range 64 East
- Northwest, Southwest 1/2, Northeast 1/3, Section 31, Township 17 South, Range 65 East
- Northwest 1/2, Northeast 2/3, Section 01, Township 18 South, Range 64 East

Consisting of approximately 3340 acres.

Block C

- Northeast, Southeast 2/3, Section 8, Township 17 South, Range 65 East
- Northwest, Southwest 2/3, Section 9, Township 17 South, Range 65 East
- Northeast 1/4, Section 17, Township 17 South, Range 65 East
- Northwest 1/3, Section 16, Township 17 South, Range 65 East

Consisting of approximately 472 acres.

Block D

- Southwest 1/4, Southeast 1/4, Section 20, Township 17 South, Range 65 East
- Northwest 1/2, Northeast 1/2, Southwest 3/4, Southeast 3/4, Section 29, Township 17 South, Range 65 East
- Northwest, Northeast 3/4, Southwest, Southeast, Section 32, Township 17 South, Range 65 East
- Northeast 1/3, Southeast 3/4, Section 31, Township 17 South, Range 65 East
- Section 05 3/4, Section 06 1/8, Section 04 1/8 Township 18 South, Range 65 East

Consisting of approximately 1913 acres.

Block E

- Southeast 1/5, Section 20, Township 17 South, Range 65 East
- Southwest 1/5, Section 21, Township 17 South, Range 65 East
- Northeast 1/4, Southeast 1/8, Section 29, Township 17 South, Range 65 East
- Northwest 2/3, Southwest 3/4, Section 28, Township 17 South, Range 65 East
- Northwest 1/2, Section 33, Township 17 South, Range 65 East

Consisting of approximately 402 acres.

EXHIBIT 3A

DESCRIPTION OF PROJECT SITE

Gen-tie parcels (3 options):

- Southwest, Southeast, Section 10, Township 17 South, Range 64 East
- Southwest, Southeast, Section 11, Township 17 South, Range 64 East
- Southwest, Northwest, Northeast Section 12, Township 17 South, Range 64 East
- Northwest, Northeast, Section 07, Township 17 South, Range 64 East
- Northwest, Northeast, Section 15, Township 17 South, Range 64 East
- Northwest, Northeast, Southeast, Section 14, Township 17 South, Range 64 East
- Southeast, Southwest, Section 13, Township 17 South, Range 64 East
- Southwest, Section 18, Township 17 South, Range 65 East
- Northwest, Section 19, Township 17 South, Range 65 East

EXHIBIT 3B

MAP DEPICTING PROJECT SITE

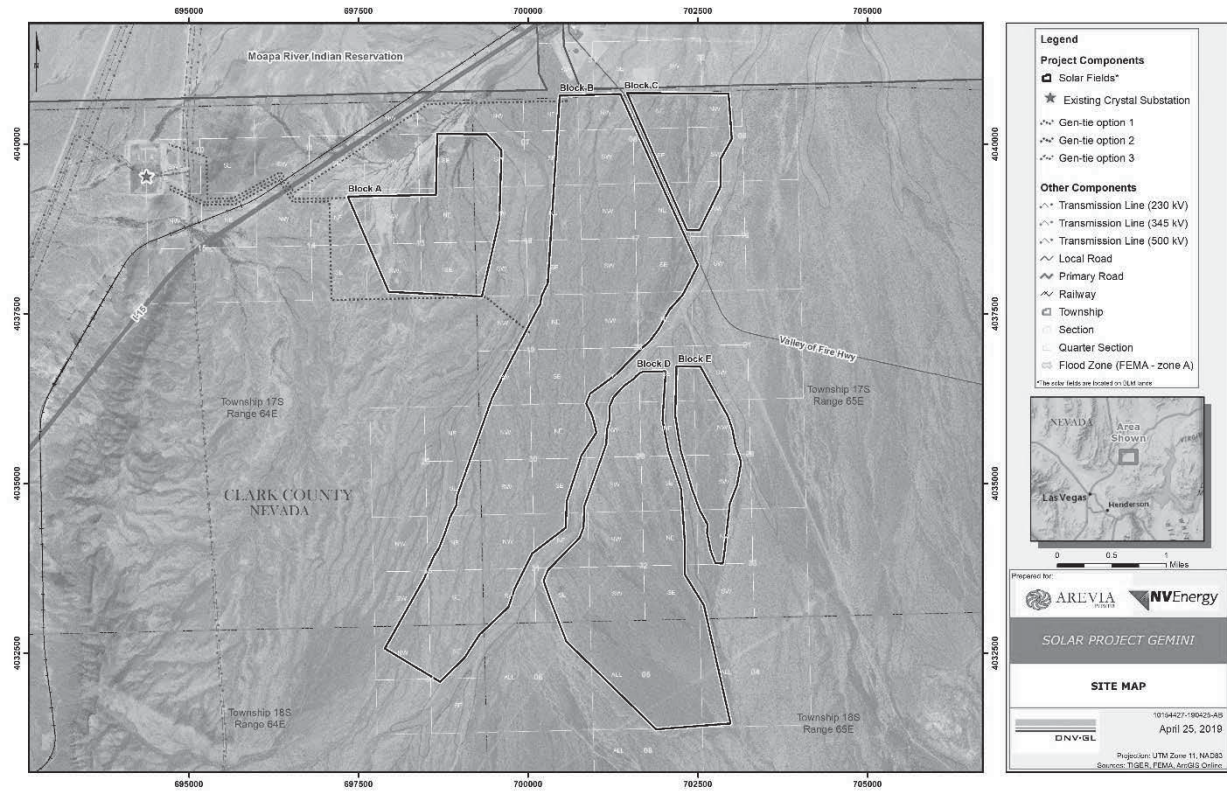


EXHIBIT 4

NOTICES, BILLING AND PAYMENT INSTRUCTIONS

SUPPLIER:

Solar Partners XI, LLC

Contact	Mailing Address	Phone	E-mail
----------------	------------------------	--------------	---------------

CONTRACT REPRESENTATIVE:

Prior to Commercial Operation Date:

Mark Boyadjian	c/o Valley of Fire LLC 500 N. Central Ave Suite 600 Glendale, CA, 91203	917-653-8116	Mark@areviapower.com
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From and after Commercial Operation Date:

David Scaysbrook	c/o Valley of Fire LLC 15 Via Roma Suite 1.303, Isle of Capri, QLD 4217 Australia	61 400 439 590	ds@quinbrook.com
------------------	---	----------------	--

OPERATING REPRESENTATIVE:

Prior to Commercial Operation Date:

Mark Boyadjian	c/o Valley of Fire LLC 500 N. Central Ave Suite 600 Glendale, CA, 91203	917-653-8116	Mark@areviapower.com
----------------	---	--------------	--

From and after Commercial Operation Date:

David Scaysbrook	c/o Valley of Fire LLC 15 Via Roma Suite 1.303, Isle of Capri, QLD 4217 Australia	61 400 439 590	ds@quinbrook.com
------------------	---	----------------	--

CHARGING AND DISCHARGING NOTICE COMMUNICATIONS:

[To be provided prior to start of construction]

OPERATING NOTIFICATIONS:

[To be provided prior to start of construction]

Prescheduling

Real-Time

Monthly Checkout

EXHIBIT 4

NOTICES, BILLING AND PAYMENT INSTRUCTIONS

INVOICES:

Mark Boyadjian c/o Valley of Fire LLC 917-653-8116 Mark@areviapower.com
500 N. Central Ave Suite 600 Glendale,
CA, 91203

PAYMENT INSTRUCTIONS [To be provided by Supplier]

BUYER: NV ENERGY

Nevada Power Company d/b/a NV Energy

Contact	Phone	E-mail
CONTRACT REPRESENTATIVE:		
Manager, Energy Supply Contract Management 6226 W Sahara Ave, M/S 26A Las Vegas, NV 89146	702/402-5667	ContractManagement@nvenergy.com
<u>OPERATING REPRESENTATIVES</u>		
<u>Scheduling</u>		
- Portfolio Analytics-NPC (Normal Business Hours)	702/402-2882	PortfolioAnalytics@nvenergy.com
- Portfolio Analytics-SPPC (Normal Business Hours)	702/402-2884	PortfolioAnalytics@nvenergy.com
- Generation Dispatch (Control Area Operations)	702/402-7111	Sysopr@nvenergy.com
- Daily Availability Notice-NPC (Spreadsheet)	702/402-2882	PortfolioAnalytics@nvenergy.com
- Daily Availability Notice-SPPC (Spreadsheet)	702/402-2884	PortfolioAnalytics@nvenergy.com
<u>Emergencies (including Force Majeure)</u>		
- Grid Reliability	775/834-4216	Grid_Reliability@nvenergy.com
- Portfolio Analytics	702/402-1954	PortfolioAnalytics@nvenergy.com
<u>Planned Outages-NPC</u>	702/402-6602	escoc@nvenergy.com
<u>Planned Outages-SPPC</u>	775/834-4716	escoc@nvenergy.com
<u>Metering-NPC</u>	702/402-6110	NPCMeterOps@nvenergy.com
<u>Metering-SPPC</u>	775/834-7156	Electric_Meter_Ops_North@nvenergy.com

INVOICES

Energy Supply Contract Management 702/402-5667 ContractManagement@nvenergy.com
6226 W Sahara Ave, M/S 26A
Las Vegas, NV 89146

CC all invoices to:

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

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

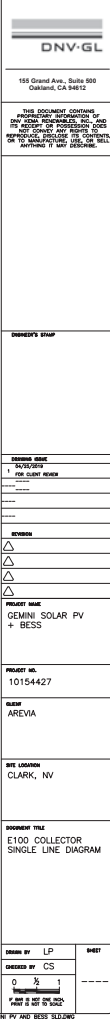
CC all notices to:

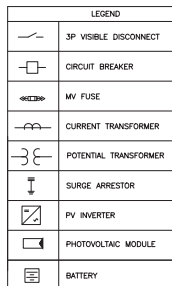
Office of General Counsel
6226 W. Sahara Ave, M/S 3A
Las Vegas, NV 89146

EXHIBIT 5

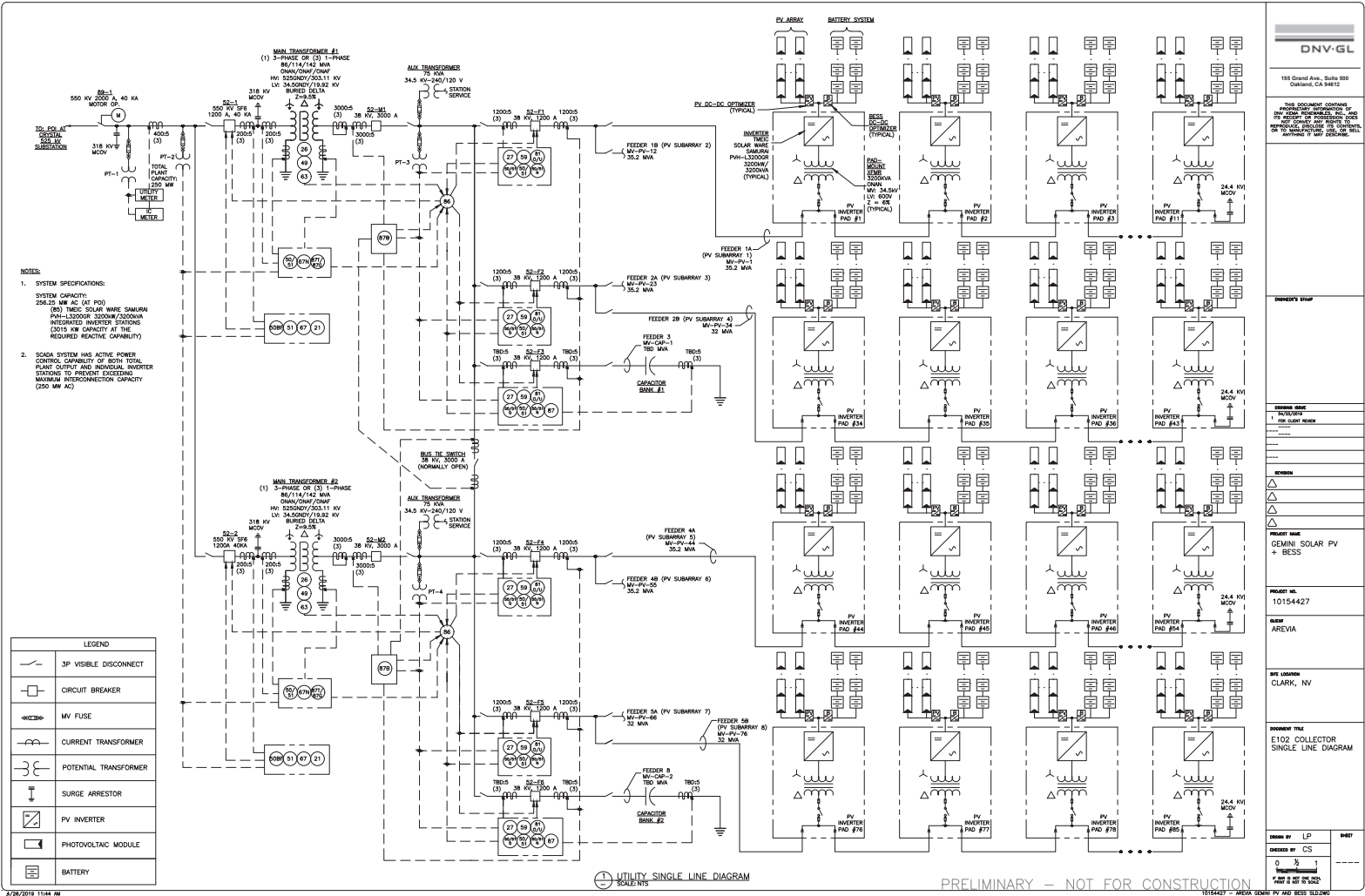
ONE-LINE DIAGRAM OF FACILITY AND DELIVERY POINT

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





PRELIMINARY – NOT FOR CONSTRUCTION



DNV-GL

155 Grand Ave., Suite 800
Oakland, CA 94612

THIS DOCUMENT CONTAINS
PROPRIETARY INFORMATION. IT IS
NOT TO BE REPRODUCED, COPIED,
DISTRIBUTED, OR OTHERWISE
TRANSMITTED IN ANY FORM OR
BY ANY MEANS, ELECTRONIC OR
MECHANICAL, INCLUDING
PHOTOCOPYING, RECORDING,
OR BY ANY INFORMATION
SYSTEM, WITHOUT THE
WRITTEN PERMISSION OF DNV-GL.

OWNER'S SHOP

OWNER NAME
GEMINI SOLAR PV
+ BESS

PROJECT NO.
10154427

DATE
AREVA

REV. LOGSHEET
CLARK, NV

ISSUED FOR
E102 COLLECTOR
SINGLE LINE DIAGRAM

DESIGNED BY: LP
CHECKED BY: CS
DATE: 0 3 1
10154427 - AVEVA SOLAR PV AND BESS 10.0.0

EXHIBIT 6

PROJECT MILESTONE SCHEDULE

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

- A) Project Milestone: Supplier shall issue Limited Notices to Proceed (LNTPs) for equipment and initial construction-related activities.

Completion Date: later of thirty-five (37) months AA or September 30, 2022

Documentation: Supplier shall provide Buyer a copy of the executed LNTP acknowledged by the Construction Contractor and documentation from qualified professionals which indicates that equipment is planned to be procured. Such documentation will also indicate the type of initial construction-related activities and physical work that has begun at the Project Site.

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

Completion Date: later of forty-one (41) months AA or January 31, 2023.

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 (Construction Documents) 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.

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

Completion Date: later of forty-three (43) months AA or March 31, 2023.

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.

- D) 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: later of fifty-one (51) months AA or November 30, 2023.

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

EXHIBIT 6

PROJECT MILESTONE SCHEDULE

12 have been obtained, together with reasonable documentation evidencing registration with PC Administrator.

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

Completion Date: later of (51) months AA or November 30, 2023.

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.

CRITICAL PROJECT MILESTONES

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

Completion Date: later of forty-two (42) months AA or February 28, 2023.

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.

- G) 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: later of forty-two (42) months AA or February 28, 2023.

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. Supplier shall provide Buyer with a copy of the Construction Contract.

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

Completion Date: the 1st day of the month following the later of fifty-two (52) months AA or December 1, 2023 ("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																								
	Day 2	BaseMW																								
	Day 3	BaseMW																								
	Day 1	Max Capability																								
	Day 2	Max Capability																								
	Day 3	Max Capability																								
	Day 1	Min Capability																								
	Day 2	Min Capability																								
	Day 3	Min Capability																								
	Day 1	Min Capability																								
	Day 2	Min Capability																								
	Day 3	Min Capability																								

Describe any Generating Facility impairments including cause and expected return to full availability (“NA” if none):

Describe any Storage Facility charging impairments including cause and expected return to full availability (“NA” if none):

Describe any Storage Facility discharging impairments including cause and expected return to full availability (“NA” if none):

Storage Facility state of charge:_____

Note: Form of Availability Notice to be provided by Buyer to Supplier in Excel format. The format of the form may not be changed, except by Buyer.²

² NTD: Exhibit 8 to accommodate relevant information with respect to the Storage Facility.

EXHIBIT 8

FORM OF AVAILABILITY NOTICE

Date For Notice: _____

Supplier: _____

Name of Suppliers Representative: _____

Buyer: Nevada 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 (include whether any derating impacts ability to charge or discharge the Storage Facility)
1:00	0	0	0	
2:00	0	0	0	
3:00	0	0	0	
4:00	0	0	0	
5:00	0	0	0	
6:00	0	0	0	
7:00	0	0	0	
8:00	0	0	0	
9:00	0	0	0	
10:00	0	0	0	
11:00	0	0	0	
12:00	0	0	0	
13:00	0	0	0	
14:00	0	0	0	
15:00	0	0	0	
16:00	0	0	0	
17:00	0	0	0	
18:00	0	0	0	
19:00	0	0	0	
20:00	0	0	0	
21:00	0	0	0	
22:00	0	0	0	
23:00	0	0	0	
0:00	0	0	0	
Total	0	0	0	

Include other considerations current or anticipated events potentially impacting the Generating Facility's ability to produce the Delivered Amount or Ancillary Services including any Supplier plans to charge the battery.

Note: Supplier to submit Form of Availability Notice in Excel format to Balancing Authority Area Operator as identified in Exhibit 4 Notices. Form requires 7 days of availability.

EXHIBIT 9

BUYER'S REQUIRED REGULATORY APPROVALS

1. PUCN Approval of this Agreement.

EXHIBIT 10

SUPPLIER'S REQUIRED REGULATORY APPROVALS

1. Renewable Energy System certification as specified in WREGIS.
2. PUCN Approval of this Agreement.
3. Although obtaining EWG status is not a Supplier Required Regulatory Approval, if Supplier elects to obtain EWG status for the Facility, Supplier shall obtain: (a) a Notice of Self Certification as an EWG, or (b) an order from FERC granting the Facility EWG status.
4. Market-Based-Rate Authority based on Supplier's status as a "public utility" under the Federal Power Act, FERC authorization under section 205 of the Federal Power Act to make sales of electric energy, capacity, and ancillary services from the Facility.
5. U.S. Energy Information Administration, filing of Forms 860 and 923
6. Environmental Impact Statement (EIS) and associated Record of Decision (ROD) issued by Bureau of Land Management (BLM) under the National Environmental Protection Act (NEPA)
7. Bureau of Land Management, right of way grant(s) issued pursuant to the Federal Land Policy Management Act
8. U.S. Fish and Wildlife Service, Endangered Species Act, Section 7 Consultation and Biological Opinion
9. State Historical Preservation Office, National Historical Preservation Act, Section 106 Consultation
10. Clean Water Act Section 404, Jurisdictional Determination, Nation Wide Permit or Individual Permit if applicable
11. Clean Water Act, Section 401, state way quality certification, if required in connection with other permits
12. Public Utilities Commission Nevada, Utility Environmental Protection Act, order and permit to construct
13. Nevada Division of Environmental Protection, Construction Water General Permit
14. Clark County Department of Planning, Special Use Permit (SUP)
15. Clark County Department of Air Quality, Dust Control Permit
16. Clark County Building Department, Construction Permits

EXHIBIT 11

TECHNICAL SPECIFICATIONS

In accordance with Section 8.1, Supplier shall provide, not later than Supplier's completion of the Project Milestone relating to obtaining Required Facility Documentation (Section (B) of Exhibit 6), a completed version of Exhibit 11.

EXHIBIT 12

REQUIRED FACILITY DOCUMENTS

Construction Documents

1. Construction Contract
2. Construction Permits
3. This Agreement
4. Permits and approvals listed as items 6 through 16 on Exhibit 10

Operating Documents

1. Permits and approvals listed as items 1 through 5 on Exhibit 10
2. PUCN Approval of this Agreement.
3. Operating and Maintenance Agreement.
4. Interconnection Agreement
5. California Energy Commission, Renewable Portfolio Standard Pre-Certification and Certification, if applicable.
6. Western Renewable Energy Generation Information System (WREGIS), registrations, including as a Nevada Renewable Energy System, as applicable.
7. Transmission Provider's permission to operate.
8. Crossing consents or easements, Nevada Department of Transportation (NDOT), Union Pacific Rail Road (UPRR) and other utility crossings, as applicable

EXHIBIT 13A**DISPATCH AVAILABILITY AMOUNT**

The Dispatch Availability Amount shall be the Energy amounts for each Delivery Hour that shall be made available by Supplier to Buyer, pursuant to this Agreement, as specified by each value in the table below.

Hour Ending		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	
0100	Off-Peak	-	-	-	-	-	-	-	-	-	-	-	-	
0200		-	-	-	-	-	-	-	-	-	-	-	-	
0300		-	-	-	-	-	-	-	-	-	-	-	-	
0400		-	-	-	-	-	-	-	-	-	-	-	-	
0500		-	-	-	-	1.9	10.8	1.7	-	-	-	-	-	
0600		-	-	0.7	53.9	192.6	288.3	157.5	75.1	19.5	0.3	-	-	
0700	On Peak	-	16.5	170.8	420.4	608.5	656.5	537.0	491.2	365.7	174.5	27.5	0.5	
0800		129.9	312.5	555.4	627.3	668.7	683.0	624.9	643.5	636.7	557.1	358.7	151.3	
0900		474.9	560.6	623.8	645.5	670.3	687.3	667.3	665.4	663.9	619.4	541.2	447.3	
1000		506.9	568.9	651.0	665.3	666.5	678.0	683.2	654.4	666.7	627.4	538.8	498.3	
1100		483.6	579.9	652.3	661.8	663.8	684.1	690.0	663.3	666.4	618.6	538.3	460.3	
1200		477.4	561.1	649.9	663.3	672.4	690.0	679.7	658.0	672.0	606.0	510.5	444.0	
1300		485.0	549.7	642.9	673.9	673.6	685.2	653.7	661.3	668.3	614.5	535.6	462.9	
1400		491.8	588.6	639.9	661.9	654.9	674.6	647.0	657.7	658.1	619.5	567.8	467.6	
1500		518.2	579.2	609.6	597.8	662.4	677.6	627.0	585.2	638.9	617.0	543.7	420.6	
1600		379.4	501.7	575.4	606.7	657.7	635.2	582.3	591.1	634.6	521.3	292.5	224.6	
1700		47.0	191.9	396.0	518.8	594.3	633.7	543.0	586.5	422.2	114.7	10.8	5.0	
1800		-	3.2	46.0	128.0	296.1	414.8	345.8	231.7	47.5	-	-	-	
1900		-	-	-	0.2	17.1	55.0	47.0	7.1	-	-	-	-	
2000		-	-	-	-	-	-	-	-	-	-	-	-	
2100		-	-	-	-	-	-	-	-	-	-	-	-	
2200		-	-	-	-	-	-	-	-	-	-	-	-	
2300	Off-Peak	-	-	-	-	-	-	-	-	-	-	-	-	
2400		-	-	-	-	-	-	-	-	-	-	-	-	
Daily Dispatch Availability Amount (MWh)		3,994	5,014	6,214	6,925	7,701	8,154	7,487	7,172	6,760	5,690	4,465	3,583	
Daily On-Peak Dispatch Availability Amount (MWh)		3,994	5,014	6,213	6,871	7,506	7,855	7,328	7,096	6,741	5,690	4,465	3,583	
Monthly Dispatch Availability Amount (MWh)		123,815	140,385	192,624	207,750	238,728	244,624	232,104	222,318	202,813	176,400	133,963	111,058	
Annual Dispatch Availability Amount (MWh)		2,226,581												
Delivery Points Maximum Amount (MW)		690.0												

EXHIBIT 13B

PERFORMANCE PERIODS

(Dispatchable Period, Full Requirements Period and Full Requirements Period Product)

The Dispatchable Period, the Full Requirements Period and the Full Requirements Period Product³ are identified in the table below.⁴

Hour Ending	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
0100	Dispatchable Period											
0200												
0300												
0400												
0500												
0600												
0700												
0800												
0900												
1000												
1100												
1200												
1300												
1400												
1500												
1600												
1700	448.5	448.5	448.5									
1800	448.5	448.5	448.5									
1900	448.5	448.5	448.5									
2000	448.5	448.5	448.5									
2100	448.5	448.5	448.5									
2200												
2300												
2400												
Full Requirements Period Product (annual total) ⁵ : 206,310 MWh												

³ The hourly megawatt values stated in this table are for illustrative purposes only, which represents the estimated average hourly Net Energy deliveries during the hours of the Full Requirements Period. Supplier shall be required to deliver a total quantity of megawatt-hours during the Full Requirements Period, which is the sum of the megawatts delivered during all hours of the Full Requirements Period, the Full Requirements Period Product.

⁴ The hourly values in the table are an average of the complete Full Requirement Period and have been rounded to a single decimal point for each Delivery Hour in the Full Requirements Period.

⁵ Full Requirements Period Product equals (the sum of June output hours ending 1700-2100 multiplied by 30) + (the sum of July output hours ending 1700-2100 multiplied by 31) + (the sum of August output hours ending 1700-2100 multiplied by 31)

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(B) 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

DISPATCHABLE ACCURACY RATE

For purposes of determining whether the Generating Facility remains capable of being dispatched by the Buyer, the ability of the Generating Facility to timely reach output levels sent by the Energy Management System to the Facility's Automatic Generation Control system will be tracked at five minute intervals during the Dispatchable Period.

1. The Generating Facility's Dispatchable Accuracy Rate during the Dispatchable Period will be calculated as follows:
 - a. Determine the absolute value of the difference between the output level sent by Buyer's Energy Management System (which shall not exceed the instantaneous maximum capability of the Generating Facility as communicated electronically from Supplier to Buyer) to the Facility's Automatic Generation Control and the Delivered Amount (excluding any Buyer Charging Energy delivered to the Storage Facility Metering Points) of the Facility, as recorded and tracked at five minute intervals by Buyer;
 - b. During an interval that includes a ramp from one set point to another, the comparison described in Section 1a of this Exhibit 16 will be made between the average of the start and finish output levels sent by Buyer's Energy Management System (which shall not exceed the instantaneous maximum capability of the Generating Facility) to the Facility's Automatic Generation Control and the Delivered Amount (excluding any Buyer Charging Energy delivered to the Storage Facility Metering Points)
 - c. Divide this difference by the output level sent by the Buyer's Energy Management System;
 - d. Subtract this quotient from 1.00.

For example: If Automatic Generation Control signal was 50MW and Facility Delivered Amount was 48MW. Therefore⁶: a. = 2, c. = $2/50 = 0.04$, d. = $1.0 - 0.04 = 0.96$, which expressed as a percentage is 96%

2. Each calendar month, the Facility's average Dispatchable Accuracy Rate during the Dispatchable Period will be calculated as follows:
 - a. Sum each recorded five minute interval difference between the output level sent by the EMS to the Facility's AGC and the actual output of the Facility as described above (for purposes of summation, treat all differences, whether positive or negative, as positive values);
 - b. Sum each five minute recorded output level sent by the EMS to the Facility's AGC;
 - c. Divide the summed difference by the summed output level sent by the Facility's EMS to the Facility's AGC;
 - d. Subtract this quotient from 1.00;
 - e. This difference represents the Facility's average Dispatchable Accuracy Rate for the calendar month.
3. Those periods in which the Facility is in a planned outage or wholly or partially unavailable due to Force Majeure, Emergencies, Transmission Provider Instructions or curtailment and therefore unable to follow dispatch orders shall be excluded for calculation of Dispatchable Accuracy Rate.
4. Real-Time and/or Instantaneous Availability of Supplier's Generating Facility

⁶ Where a, b and c represent the above concepts.

EXHIBIT 16

DISPATCHABLE ACCURACY RATE

- a. On an ongoing basis, the Generating Facility will provide real-time, instantaneous availability levels of minimum real power that could be generated at the referenced meter (pMinimum) and maximum real power that could be generated at the referenced meter (pMaximum). The pMinimum and pMaximum shall be reported at least once per six seconds as an estimated forecast.
 - b. Power set-point instructions from Buyer's EMS to the Generating Facility's AGC will recognize and obey real-time, instantaneous pMinimum and pMaximum availability levels, and any other constraints which are caused due to real-time weather conditions. In the event the Power set-point instructions from Buyer's EMS to the Generating Facility's AGC are lower than the instantaneous PMaximum, then Section 10.2.2 shall apply.
 - c. The Dispatchable Accuracy Rate will therefore be an indication of how the Generating Facility performed relative to its real-time or instantaneous capabilities as a result of existing weather and site conditions.
5. The difference between the set-point sent by the Buyer's Energy Management System and the Delivered Amount from the Facility shall be considered zero for purposes of calculating the Dispatchable Accuracy Rate under the following conditions:
- a. Those periods in which the Generating Facility is in a planned outage or affected by a force outage or Force Majeure or Emergency and therefore unable to follow dispatch orders shall be excluded for calculation of Dispatchable Accuracy Rate.
 - b. Those periods when the Buyer's Energy Management System is not sending the Generating Facility a dispatch command
 - c. The actual available solar generation is less than the estimated pMaximum forecast during the five minute set-point.
 - d. The 12 seconds following the receipt of an AGC signal for required response time of the Facility.
 - e. Those periods when the ramp rate of the Buyer's AGC exceeds 10% per minute of the Expected Nameplate Capacity Rating as reported in Exhibit 1, Section 5(b)(ii) during the 5 minute dispatch period.
 - f. The referenced meter is the Delivery Point for the Generating Facility's AGC set-point but the Storage Facility is given a charge/discharge notice.
 - g. Frequency response, Volt-Watt or other operating set-points are triggered that require the Storage Facility to charge or discharge something other than the AGC set-point.
 - h. Those periods when the Power set-point instructions from Buyer's EMS to the Generating Facility's AGC are higher than the instantaneous PMaximum.

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:
Nevada Power Company d/b/a NV Energy
6226 W. Sahara Avenue
Las Vegas, NV 89146
Attn: Jenny Venter – Risk Control
Mailstop 9A

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 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 the following 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 second 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 therefore 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	2,226,581 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 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 PPA (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:

FORM OF LENDERS CONSENT

SECTION 1. CONSENT TO ASSIGNMENT

NVE acknowledges the collateral assignment by Borrower of, among other things all of its right, title and interest in, to and under the PPA to Administrative Agent for the benefit of itself, the Lenders and each other entity or person providing collateral security under the Financing Documents, consents to an assignment of the PPA pursuant thereto, and agrees with Administrative Agent as follows:

(A) Administrative Agent shall be entitled (but not obligated) to exercise all rights and to cure any defaults of Borrower under the PPA, subject to applicable notice and cure periods provided in the PPA and Section 1(C) below. 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), (i) cancel, terminate or suspend its performance under the PPA, (ii) 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 plus an additional fifteen (15) days 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, (i) 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

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reasonably acceptable to Buyer and (ii) has (or agrees to contract with an operator who has) (x) at least three (3) years of experience operating a generating plant of at least 100 MW and of similar technology to the generating facility component of the Project and (y) at least two (2) years of experience operating a storage facility of at least 10 MW and of similar technology to the storage facility component of the Project. Subject to the terms herein, NVE shall execute and deliver, at the reasonable request of the Administrative Agent, all documents reasonably necessary or appropriate to implement this Consent, including to effect a foreclosure and transfer.

(D) Notwithstanding subparagraph 1(C) above, in the event that the PPA is rejected by a trustee or debtor-in-possession in any bankruptcy or insolvency proceeding, or if the PPA is terminated for any reason other than a default which could have been but was not cured by Administrative Agent or its designees or assignees as provided in subparagraph 1(C) above, and if, within forty-five (45) days after such rejection or termination, the Lenders or their successors or assigns shall so request, to the extent permitted by applicable law, NVE will enter into a new contract with a Qualified Transferee. Such new contract shall be on the same terms and conditions as the original PPA for the remaining term of the original PPA before giving effect to such termination, provided, however that such terms shall be modified to the extent NVE reasonably determines such modifications are necessary to comply with any laws, rules or regulations applicable to Borrower, NVE or Lender, including any state, and federal constitutions, statutes, rules, regulations, published rates, and orders of governmental bodies and all judicial orders, judgments and decrees (hereinafter “Applicable Law”) in effect at such time. Lenders or Administrative Agent shall cure or cause the cure of any payment defaults then existing under the original PPA prior to NVE entering into a new contract.

(E) In the event Administrative Agent, the Lenders or their designees or assignees elect to perform Borrower’s obligations under the PPA as provided in subparagraph 1(C) above or enter into a new contract as provided in subparagraph 1(D) above, the recourse of NVE against Administrative Agent, Lenders or their designees and assignees shall be limited to such parties’ interests in the Project, the Development Security and Operating Security required under the PPA, and recourse against the assets of any party or entity that assumes the PPA or that enters into such new contract. Nothing herein abrogates, and any Qualifying Assignee shall be subject to, NVE’s rights under Article 6 of the PPA.

(F) In the event a Qualified Transferee succeeds to Borrower’s interest under the PPA, Administrative Agent, the Lenders or their designees or assignees shall cure any then-existing payment and performance defaults under the PPA, except any performance defaults of Borrower itself which by their nature are not capable of being cured and do not impair NVE’s rights under the PPA. Administrative Agent, the Lenders and their designees or assignees shall have the right to assign the PPA or the new contract entered into pursuant to subparagraph 1(d) above to any Qualified Transferee to whom Borrower’s interest in the Project is transferred, provided that such transferee assumes the obligations of Borrower under the PPA. Upon such assignment, Administrative Agent and the Lenders and their designees or assignees (including their agents and employees, but excluding Borrower) shall be released from any further liability thereunder accruing from and after the date of such assignment.

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SECTION 2. REPRESENTATIONS AND WARRANTIES

NVE, acting in its merchant function capacity (and therefore specifically excluding the knowledge of NVE, acting in its transmission function capacity (“NVE Transmission”), as to any of the matters stated below, and without imputation to NVE of any knowledge whatsoever relating to the NVE Transmission, whether as a result of information publicly posted to the open access same-time information system or otherwise), hereby represents and warrants that as of the date of this Consent:

(A) It (i) is a corporation duly formed and validly existing under the laws of the state of its organization, (ii) is duly qualified, authorized to do business and in good standing in every jurisdiction necessary to perform its obligations under this Consent, and (iii) has all requisite corporate power and authority to enter into and to perform its obligations hereunder and under the PPA, and to carry out the terms hereof and thereof and the transactions contemplated hereby and thereby;

(B) the execution, delivery and performance of this Consent and the PPA have been duly authorized by all necessary corporate action on its part and do not require any approvals, material filings with, or consents of any entity or person which have not previously been obtained or made;

(C) each of this Consent and the PPA is in full force and effect;

(D) each of this Consent and the PPA has been duly executed and delivered on its behalf and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms;

(E) the execution, delivery and performance by it of this Consent and the PPA, and the consummation of the transactions contemplated hereby, will not result in any violation of, breach of or default under any term of (i) its formation or governance documents, or (ii) any material contract or material agreement to which it is a party or by which it or its property is bound, or of any material Applicable Law presently in effect having applicability to it, the violation, breach or default of which could materially and adversely affect its ability to perform its obligations under this Consent;

(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:

[_____]

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[_____]
[_____]
Telephone No.: [_____]
Telecopy No.: [_____]
Attn: [_____]

If to Administrative Agent:

[_____]
[_____]
[_____]
Telephone No.: [_____]
Telecopy No.: [_____]
Attn: [_____]

If to Borrower:

[_____]
[_____]
[_____]
Telephone No.: [_____]
Telecopy No.: [_____]
Attn: [_____]

Any party shall have the right to change its address for notice hereunder to any other location within the United States by giving thirty (30) days written notice to the other parties in the manner set forth above. Further, the Tax Investor shall be entitled to receive notices from NVE by providing written notice to NVE of Tax Investor's address for notices. NVE's failure to provide any notice to the Tax Investor shall not be a breach of this Consent.

SECTION 4. CONFIRMATION, TERMINATION, AMENDMENT AND GOVERNING LAW

NVE agrees to (a) 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

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provisions, or the obligations of the other parties hereto, shall not in any way be affected or impaired thereby.

SECTION 7. ACKNOWLEDGMENTS BY BORROWER.

Borrower, by its execution hereof, acknowledges and agrees that notwithstanding any term to the contrary in the PPA, NVE may perform as set forth herein and that neither the execution of this Consent, the performance by NVE of any of the obligations of NVE hereunder, the exercise of any of the rights of NVE hereunder, or the acceptance by NVE of performance of the PPA by any party other than Borrower shall (1) release Borrower from any obligation of Borrower under the PPA, (2) constitute a consent by NVE to, or impute knowledge to NVE of, any specific terms or conditions of the Financing Agreement, the Security Agreement or any of the other Financing Documents, or (3) constitute a waiver by NVE of any of its rights under the PPA. Borrower and Administrative Agent acknowledge hereby for the benefit of NVE that none of the Financing Agreement, the Security Agreement, the Financing Documents or any other documents executed in connection therewith alter, amend, modify or impair (or purport to alter, amend, modify or impair) any provisions of the PPA. Borrower shall have no rights against NVE on account of this Consent.

SECTION 8. JURY TRIAL WAIVER

THE PARTIES EACH HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

IN WITNESS WHEREOF, the parties by their officers duly authorized, have duly executed this Consent as of the date first set forth above.

Nevada Power Company

By: _____

Name: _____

Title: _____

_____,

a _____

By: _____

Name: _____

Title: _____

_____,

as Administrative Agent for the Lenders

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[Borrower]

By: _____

Name: _____

Title: _____

FORM OF GUARANTEE

This GUARANTEE (this “Guarantee”), dated as of _____, 20__, is issued by Quinbrook Low Carbon Power Parallel Fund (US) LP, a limited partnership organized and existing under the laws of Delaware and Quinbrook Low Carbon Power LP, a limited partnership organized and existing under the laws of Jersey (“Guarantors”) in favor of 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 Guarantors are the indirect parent entities (“Subsidiary”), and pursuant to which Guarantors 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, Guarantors, jointly and severally, hereby covenant, undertake and agree 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.** Guarantors hereby, jointly and severally, irrevocably and unconditionally guarantee 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 (i) twenty six million seven hundred fifty thousand (\$26,750,000) prior to the PUCN Approval Date, (ii) seventy four million nine hundred thousand (\$74,900,000) from and after the PUCN Approval Date until the Commercial Operation Date, and (iii) sixty eight million nine thousand five hundred dollars (\$68,009,500) from and after the Commercial Operation Date (collectively, the “Cap”), including, without limitation, the payment 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, 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 by Company in enforcing Company’s rights under this Guarantee up to a one million dollar (\$1,000,000) limit which is in addition to the Cap in each instance. Guarantors further agree that if Subsidiary shall fail to pay in full all or any part of the Guaranteed Obligations, Guarantors will pay (or procure the payment of) the same in accordance with Section 4 herein. Notwithstanding anything in this Guarantee or in the Agreement to the contrary, the maximum aggregate obligation and liability of Guarantors under this Guarantee, and the maximum recovery from Guarantors under this Guarantee, shall in no event exceed the Cap plus all reasonable costs and expenses (including reasonable attorneys’ fees), if any, incurred by Company in enforcing Company’s rights under this Guarantee up to a one million dollar (\$1,000,000) limit; *provided that* Guarantors shall not be liable for such fees and expenses of Company under this Section 2(a) if it is finally determined by a court of competent jurisdiction that no payment under this Guarantee is due.

(b) **Nature of Guarantee.** The Guarantee and the obligations of Guarantors hereunder shall continue to be effective or be automatically reinstated, as the case may be, if at any time

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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, Guarantors, any other Person or otherwise, all as though the payment had not been made.

(c) **Absolute Guarantee.** Guarantors agree that their 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, Guarantors agree, subject to the other terms and conditions hereof, as follows:

(i) this Guarantee is a guarantee of payment and not of collectability or performance;

(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 Guarantors' liability hereunder, (A) renew, extend, accelerate or otherwise change the time, place, manner or terms of payment of the Guaranteed Obligations, (B) settle, compromise, release or discharge, or accept or refuse any offer of payment with respect to, or substitutions for, the Guaranteed Obligations or any agreement relating thereto and/or subordinate the payment of the same to the payment 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 of this Guarantee or payment of the Guaranteed Obligations, (D) release, exchange, compromise, subordinate or modify, with or without consideration, any security for payment 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 Guarantors 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 Guarantors 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 Guarantors 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 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

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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, Guarantors 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 guarantee of any of the Guaranteed Obligations or failure to apply such security or collateral or failure to enforce such guarantee; (I) the existence of any claim, set-off, or other rights which Guarantors or any affiliates thereof may have at any time against Company or 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 Guarantors as obligors in respect of the Guaranteed Obligations.

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

(e) **Defenses.** Notwithstanding anything herein to the contrary, each 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.** Each 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

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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) other than as provided in Section 4, 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.

(b) **Deferral of Subrogation.** Until such time as the Guaranteed Obligations have been paid or performed in full, notwithstanding any payment made by a Guarantor hereunder or the receipt of any amounts by Company with respect to the Guaranteed Obligations, (i) each 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 of the Guaranteed Obligations, (ii) each Guarantor agrees that it will not seek any reimbursement from Company in respect of payments made by such Guarantor in connection with the Guaranteed Obligations, or amounts realized by Company in connection with the Guaranteed Obligations and (iii) such 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 a 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 such Guarantor for the benefit of Company and shall forthwith be paid to Company, to be credited and applied to the Guaranteed Obligations.

Section 4. Payment. If Subsidiary fails or refuses to pay any Guaranteed Obligation, Company shall notify Subsidiary and Guarantors in writing of such failure to pay and demand that payment be made by Guarantors (a "Demand Notice"). Guarantors shall make the requested payment within five (5) Business Days of receipt of a Demand Notice.

Section 5. Representations and Covenants of Guarantors.

(a) Each Guarantor hereby represents as of the date hereof as follows:

(i) 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.

(ii) 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

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this Guarantee to be executed, delivered and performed by Guarantor, and to perform its obligations hereunder and thereunder.

(iii) 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 action on the part of Guarantor and do not contravene or conflict with Guarantor's governance documents.

(iv) 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.

(v) 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.

(vi) To the actual knowledge of Guarantor, 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 threatened against or affecting Guarantor, its properties, or its assets that would adversely affect its ability to perform under this Guarantee.

(vii) 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.

(viii) That the obligations under this Guarantee do not exceed Undrawn Commitments (as such term is defined in the Limited Partnership Agreement of Quinbrook Low Carbon Power Parallel Fund (US) LP (the "LP")) of the Guarantor.

(b) Each Guarantor hereby covenants:

(i) That so long as there are Undrawn Commitments (as such term is defined in the Limited Partnership Agreement of Quinbrook Low Carbon Power Parallel Fund (US) LP (the "LP")) and this Guarantee is in effect, the Manager will not consent to a transfer of LP interests unless the transferee has the legal, financial and operating power, authority, capacity and assets to satisfy the obligations of the transferring LP in respect of the transferred interest. That the General Partner will not consent to any amendment to the LP that would adversely affect or otherwise impair the LP's ability to satisfy its obligations under this Guarantee.

Section 6. 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:

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(a) If to Guarantors:

Quinbrook Infrastructure Partners
1330 Post Oak Boulevard
Suite 1350
Houston, TX 77056
Attention: David Scaysbrook
Facsimile:

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

Winston & Strawn LLP
1700 K Street, NW
Washington, DC 20006-3817
Attention: Patrick E. Groomes
Facsimile: [_____]

(b) If to Company:

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):

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

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the next Business Day. As proof of such service it shall be sufficient to produce a receipt showing 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 7. 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 Guarantors and shall inure to the benefit of Company and its successors and permitted assigns. Guarantors 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 Guarantors.

(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 time when in accordance with the terms of the Agreement all of the Guaranteed Obligations are fully satisfied and discharged, and 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 Guarantors. Under no circumstances will Guarantors' aggregate liability hereunder exceed the Cap.

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

EXHIBIT 20

FORM OF GUARANTEE

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 GUARANTORS CONSENT 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) **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 Guarantors 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.

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

(h) **No Set-off, Deduction or Withholding.** Guarantors hereby guarantee 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.

(i) **Waiver of Right to Trial by Jury.** TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF GUARANTORS 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 GUARANTORS 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.

(j) **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.

[Signature page follows.]

EXHIBIT 20

FORM OF GUARANTEE

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

Quinbrook Low Carbon Power LP

By: Quinbrook Infrastructure Partners (Jersey) Limited
As Manager of Quinbrook Low Carbon Power LP

Name:

Title:

Quinbrook Low Carbon Parallel Fund (US) LP

By: Quinbrook Infrastructure Partners (Jersey) Limited
As Manager of Quinbrook Low Carbon Parallel Fund (US) LP

Name:

Title:

Acknowledged and Accepted:

**NEVADA POWER COMPANY D/B/A NV
ENERGY, A NEVADA CORPORATION**

Name:

Title:

EXHIBIT 21

WORK SITE AGREEMENT

[See Attached.]

GEMINI SOLAR PROJECT SOLAR POWER XI WORK SITE AGREEMENT

1. INITIAL PROVISIONS

1.1. This Work Site Agreement ("Agreement") is entered into by [General Contractor's Name] ("Primary Employer"), and IBEW Local Unions 357 & 396 ("the Unions").

1.2. The Gemini Solar Project, Solar Power XI, (the "Project") has a potential to provide approximately 690 MW as a solar photovoltaic power plant located in Southern Nevada. This location is known as the "Project Site". The Project is owned and operated by Arevia Power Company on behalf of Valley of Fire Solar, LLC ("Owner"). It is understood and agreed by and between the Parties to this Agreement that the final plans for the Project may be subject to modifications and approval by those public agencies possessing lawful approval authority over the Project and that this Agreement applies to the Project as it is finally approved by such entities and agencies. Once a final physical address is secured for this Project Site, they will be incorporated into this Agreement.

1.3. Owner is responsible for the construction of the Project and has engaged the Primary Employer to handle such construction.

1.4. As provided below, all persons or entities assigning, awarding or subcontracting Covered Work (as defined in Article 2) on the Project, or authorizing another party to assign, award or subcontract Covered Work on the Project, or performing Covered Work on the Project (all of whom are individually and collectively referred to as "Employer" or "Employers") will (except for the Owner and Primary Employer) 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 who generally work in close proximity to one another at construction job sites and whose jobs are closely related and coordinated. The Unions are party to a multi-employer collective bargaining agreement ("Master Agreement") that covers the geographic area of the Project. Where the term Master Agreement is used, it means the existing Master Agreement in effect on the date hereof for the labor unions noted herein.

1.6. A large labor pool represented by the Unions will be required to execute the work involved in the Project. AREVIA and Employers wish, and it is the purpose of this Agreement to ensure, that a sufficient supply of skilled craft workers are available at the Project, that all construction work and related work performed by the members of the Unions on this Project proceed continuously and economically, without interruption, in a safe and efficient manner. The parties also expressly recognize that the Project is located in a desert region that is subject to high 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 the desert location. In furtherance of these purposes and to secure optimum productivity, harmonious relations between the parties and the orderly performance of the work, the parties to this Agreement agree to establish adequate and fair wage levels and working conditions.

1.7. A central purpose of the parties in executing this Agreement is to guarantee labor peace on the Project by minimizing the jobsite friction that could arise at a common-situs jobsite when union employees are required to work alongside non-union employees in those other crafts with which they generally work in close proximity performing work that is closely related and coordinated, and by ensuring there will be no disruption of the work should any non-union workers be present to perform work outside the scope of the Agreement. This Agreement accomplishes these objectives by requiring that all Covered Work on the Project be performed by workers who are members of the Unions.

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 the Owner, Primary Employer and all other Employers to produce the most efficient utilization of labor and equipment in accordance with this Agreement. In particular, the Unions shall make all efforts to first source labor local to the Project Site. In addition, 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

2.0. All work to construct Project covered by this Agreement as defined below is referred to as "Covered Work." This Agreement also covers work done in temporary yards or facilities adjacent to or near the Project that is otherwise Covered Work described below. The scope of Covered Work set forth in this Agreement for this Project shall not be considered precedential.

2.1. IBEW Inside Covered Work Includes:

2.1.1. This Agreement covers the following on-site electrical construction work within the scope of the Union's Master Agreement: handling and installation of photovoltaic panels, installation and connection of any electrical wires and cables, connections to power conversion stations, electrical fixtures, electrical appliances, electrical apparatus, electrical raceways or trays, electrical conduits, electrical instrumentation and controls. All of the foregoing work with the exception of any excluded work in Section 2.3 is referred to as "Covered Work."

2.1.2. IBEW Inside Covered Work also includes all work performed by electrical craft labor that is part of startup and commissioning, including, but not limited to, loop checks and rework and modifications during start-up and commissioning. The Primary Employer, manufacturer's representatives, vendor's representatives, and plant operating personnel may supervise and direct employees performing startup and commissioning, including loop checks and rework and modifications during start-up and commissioning. This related craft work is

typically performed as part of a joint effort with these representatives and personnel. After a system or subsystem becomes operational and upon acceptance by the Primary Employer, Covered Work on that system or subsystem is completed. However, rework and modifications normally provided as a function of the initial construction effort, and other related initial construction work normally performed by members of the Unions, will be performed by members of the Unions. Nothing set forth in this Section 2.1.2 or the rest of this Agreement shall be construed as prohibiting or limiting the following: (1) permanent operating personnel, who are not members of the Unions, from operating systems prior to Covered Work being completed; or (2) the performance of industry standard work performed by a manufacturer or vendor or its representatives to satisfy its guarantee or warranty prior to startup of a piece of equipment.

2.2. IBEW Outside Line Covered Work includes all construction of transmission and distribution lines, outside substations, switchyards, and substation or switchyard related ground grids. To the extent there is additional work needed by Employer on the Project that is outside of the above language, but covered within the scope of work for the IBEW Outside Line Construction Agreement, IBEW Local 396 and the Employer agree to meet and confer to determine if that work can be covered by IBEW Local 396.

2.3. Excluded Employees from Covered Work: The following individuals/employees are specifically excluded from this Agreement and not subject to the provisions of this Agreement:

- a) Supervisors or managers, assistant supervisors, superintendents technical or non-manual employees including, but not limited to executives, office and clerical personnel, clerks, project managers, drafters, engineers, surveyors, schedulers, planners, timekeepers, messengers/mail carriers, procurement and/or material receipt personnel, inspectors and testers (including necessary resources required for commissioning and testing scope of work), quality control/assurance personnel, janitors, guards, technicians, professionals, or any other employees above the classification of general foreman who perform administrative/clerical functions.
- b) Employees and entities not engaged in the work listed in Section 2.1, 2.1.2 and 2.2, above;
- c) Employees of any Employer or construction manager, except those performing Covered Work;
- d) Vendors and employees of vendors engaged expressly for repair, testing, inspection, delivery, training, warranty work, or engaged in corrections of defective equipment or material;
- e) Employees engaged in geophysical and/or environmental testing or other site-specific investigatory work (whether land, water or air);

- f) Employees performing preconstruction site preparation work including fence installation, cleaning, grubbing, grading and compaction and dust control/watering;
- g) Employees engaged in ancillary work on the Project which is performed by third parties, such as electric utilities (i.e. NV Energy), gas utilities, telephone companies and railroads, or any other similar work;
- h) Employees engaged in the delivery and unloading of material, supplies and equipment to the Project Site or to locations designated throughout the Project Site for equipment and material staging, as determined by the Owner or Employer;
- i) Employees of any federal, state, county, city or other governmental bodies and/or agencies or their contractors; and
- j) Employees and contractors of lenders engaged in work on the Project Site as part of the lenders' due diligence or monitoring, which work is ancillary to Project work.

2.4. Purchase of any manufactured item produced in a genuine manufacturing facility for the supply of products is not Covered Work and shall not be considered subcontracting under Article 3 below. Any offsite fabrication, kitting, preparation or other assembly of components for the Project is Covered Work and shall be performed on site. For the convenience of the Employer, such work may be performed offsite if performed in accordance with the union standards for the applicable Union established by this Agreement. Covered Work does not include creating inverter skids, if they are created, built, or assembled in a genuine manufacturing facility.

2.5. The initial delivery of materials to the Project site, to a drop off location within the site, or to a temporary yard at/or area near the Project is not Covered Work. The loading, unloading and distributing of electrical materials within the site after the initial delivery are Covered Work.

2.6. The manual and physical work typically performed by the Unions as part of startup and commissioning prior to turnover acceptance pursuant to Section 2.7 is Covered Work. It is understood that the Owner, Primary Employer, or any other Employers (including temporary employees under their direction performing non-manual functions), manufacturer's representatives, vendor's representatives, and plant operating personnel may supervise and direct start-up and commissioning activities. If craft labor is required to perform commissioning and testing related work, it will be performed as part of a joint effort with the commissioning and testing representative directing the work and represented personnel.

2.7. Upon turnover and acceptance of a portion of the Project by the Owner or Primary Employer, such portion of the Project shall no longer be subject to the terms of this Agreement and any work done on such portion shall not be Covered Work. In the event that the Owner or Primary Employer is not willing to accept the Project until substantial completion of the entire Project is reached, after approval by the Owner, the Primary Employer will issue to the Unions notice in writing of the

completion of the section of the Project and the issuance of this letter to the Union will constitute the end of the terms and conditions of this Agreement and any work done on such portion after the issuance of this letter shall not be Covered Work. A copy of this letter will be provided to Owner by the Primary Employer at the time of issuance to the Unions. The turnover process provided in this Section shall not diminish the scope of Covered Work that has customarily been included as part of Covered Work in similar projects.

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

3. SUBCONTRACTING

3.1. Primary Employer and each other Employer agree that they will contract for the assignment, awarding or subcontracting of Covered Work, or authorize another party to assign, award or subcontract Covered Work, only to a person, firm, corporation or other entity that, at the time the contract is executed, has become a party to this Agreement by executing the Agreement to Be Bound.

3.2. Primary Employer and each other Employer agree that they will subcontract Covered Work only to a person, firm, or corporation who is or becomes signatory to this Work Site Agreement and who is or becomes signatory to the Union's Master Agreement for any non-residential solar work. The subcontractor agrees to become a signatory of the Master Agreement under this provision only for the life of the current Master Agreement. Any Employer performing Covered Work on the Project shall, as a condition to working on the Project, become signatory to and perform all work under the terms of this Agreement and the Master Agreement. Before being authorized to perform any Covered Work, Employers (other than Primary Employer) shall become a party to this Agreement by signing an Agreement To Be Bound, which is provided as Attachment A to this Agreement. Every Employer shall notify the Unions in writing within five business days after it has subcontracted work, and shall at the same time provide to the Unions a copy of an Agreement To Be Bound executed by the Employer.

3.3. Nothing in this Agreement shall in any manner whatsoever limit the rights of Primary Employer 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. Primary Employer and every other Employer shall notify each of its contractors and subcontractors of the provisions of this Agreement and require as a condition precedent to the award of any construction contract or subcontract for Covered Work or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers become signatory to this Agreement and the Master Agreement for non-residential solar work. If any Employer fails to provide the Union with the Agreement To Be Bound executed by its subcontractor, that Employer shall be liable for any contributions to any trust funds that the subcontractor, or any subcontractor to that subcontractor, fails to make

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

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

4.2. The standard work day shall consist of eight (8) hours of work between 6:00 a.m. and 5:30 p.m. with one-half hour designated as an unpaid period for lunch. Breaks will be allowed in accordance with Federal/State Law. The standard work week shall be five (5) consecutive days starting on Monday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.

4.3. It is recognized by the parties to this Agreement that the standard work week may not be desirable or cost effective for the Project, and other arrangements for hours of work may be considered. Such proposed modifications to the standard work week will be established with the consent of the Employer and the Union.

4.4. Shifts may be established when considered necessary by the Employer. Shift hours will be as follows: First shift will be eight (8) hours pay for eight (8) hours worked, plus one-half hour unpaid lunch period. Second shift will be eight (8) hours pay for eight (8) hours worked, plus the shift differential set forth in the Master Agreement.

4.5. A four (4) day, ten (10) hour per day work week may be established. Forty (40) hours per week constitutes the work week Monday through Thursday. Hours beyond ten (10) will be paid at the double time rate. Overtime on Friday will be paid at time and one-half for the first eight (8) hours; hours beyond eight (8) will be paid at the rate established in the Master Agreement, not to exceed double time. There shall be no make-up days.

4.6. The Employer may establish two four (4) day ten (10) hour per day shifts at the straight time rate of pay Monday through Thursday. The first shift shall be ten (10) hours pay for ten (10) hours worked at the regular straight time hourly rate, exclusive of thirty (30) minute unpaid meal period. The second shift shall be ten (10) hours pay for ten (10) hours worked plus the shift differential set forth in the Master Agreement.

4.7. There will be no pyramiding of overtime rates.

4.8. Recognized holidays shall be as follows: New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day. Under no circumstances shall any work be performed on Labor Day except in cases of emergency involving life or property. In the event a holiday falls on Saturday, the previous day, Friday, shall be observed as such holiday. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. There shall be no paid holidays. If employees are required to work on a holiday, they shall receive the appropriate rate as provided in the Master Agreement not to exceed double the straight time rate of pay. Work on Labor Day requires the prior approval

of the Business Manager of the applicable Union. The listed holidays may be modified by mutual agreement of the Primary Employer and the Unions.

4.9. Employees performing Covered Work dispatched off the Helper Book shall, at a minimum, receive wages and benefits as specified in Attachment C.

5. UNION RECOGNITION AND REFERRAL

5.1. The Employers recognize the Unions signatory to this Agreement as the sole and exclusive collective bargaining agents for its construction craft employees performing Covered Work for the Project, and further recognize the traditional and customary craft jurisdiction of the Unions.

5.2. All employees performing Covered Work shall be or shall become and then remain members in good standing of the Union as a condition of employment on or before the eighth (8th) day of employment, or the eighth (8th) day following the execution of this Agreement, whichever is later.

5.3. The Unions shall be the source of all craft employees for Covered Work for the Project. Employers agree to be bound by the hiring and layoff practices of the Unions, including hiring of apprentices, and to utilize its registration facilities and referral systems. Notwithstanding this provision, Primary Employer and all other Employers shall have the right to determine the competency of all referrals; determine the number of employees required; determine the selection of employees to be laid-off and reject any applicant referred by the Unions.

5.4. The Unions will exert their utmost efforts to recruit sufficient numbers of skilled and qualified craft employees to fulfill the requirements of each Employer. The Unions and the Employers agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, age, pregnancy, any genetic information or any other protected classification protected by law or regulation. Primary Employer each other Employer, and the Unions agree that they will not require any employee or applicant to submit to genetic testing or non-job related medical inquiries.

5.5. Primary Employer is aware of 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.

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 Books described in Attachment C. These workmen may be used for all work involving PV module installation and material/trash distribution/removal. Module Installation Crews shall be setup in teams of 1 Foreman, 3 Apprentices, and 3 Helpers. Module

Material Distribution Crews and Trash Crews shall have at least 1 (JW) foreman and any combination of Apprentices, Helpers, and Material Expeditors not exceeding a crew size of 15 workmen. Once the modules are installed, any further work downstream of this identified work will be performed by either Apprentices or Journeymen as per the Master Agreement. In accordance with Section 4.28 of the Master Agreement, a foreman is required on any job with (3) or more workmen and may supervise up to (15) workmen including himself/herself.

5.8. If there are insufficient apprentices available, Primary Employer may utilize the workmen dispatched from the Helper Books with the consent of the Union.

6. STRIKES AND LOCKOUTS

6.1. During the term of this Agreement, the Unions agrees that they shall not (and that they shall not cause their agents, representatives and employees) to incite, encourage, condone or participate in any strike, walkout, slowdown, sit-down, stay-in, boycott, sympathy strike, picketing or other work stoppage for any cause whatsoever with respect to this Project; and it is expressly agreed that any such action is in violation of this Agreement. In the event of a violation of this provision, any Employer shall be entitled to seek relief in court, specifically including injunctive relief, to restrain any such action on the part of the Unions, and/or any of their agents, representatives or employees, in addition to the Liquidated Damages for violation of this Section 6.1 of this Agreement.

6.2. Upon written notice of a violation to the Union and its' officers, and their agents, representatives, employees and persons acting in concert with it, the Union shall take immediate action and will use its best efforts to prevent, end or avert any such activity or the threat thereof by any of its officers, members, representatives or employees, either individually or collectively, including but not limited to, publicly disavowing any such action and ordering all such officers, representatives, employees or members who participate in such unauthorized activity to cease and desist from same immediately and to return to work and comply with its orders. Nothing in this Agreement shall be construed to limit or restrict the right of any of the parties to this Agreement to pursue fully any and all remedies available under law in the event of a violation of this Article 6.

6.3. The parties agree that to the extent the Master Agreement provisions of the Union's current labor agreement apply to this Project, they shall continue to apply throughout the duration of this Project notwithstanding the expiration of that agreement for all affected Employers on this Project.

6.4. Neither Owner, Primary Employer, nor any other Employer shall incite, encourage or participate in any lockout or cause to be locked out any employee covered under the provisions of this Agreement. The term "lockout" does not refer to the discharge, termination or layoff of employees by any Employer for any reasons in the exercise of its rights as set forth in any provision of this Agreement, nor does "lockout" include a decision by Owner, Primary Employer, 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 Master Agreement; provided, in the event the Union or any of its members withholds their services from such Employer, Owner, Primary Employer, or the applicable Employer 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 Owner, Primary Employer, and the individual Employer alleged to be delinquent in its payments at least five (5) business days' notice, in the case of payroll delinquencies, and ten (10) business days' notice, in the case of benefit fund delinquencies, and an opportunity to cure the delinquency by tendering payment to the relevant employees or trust funds.

7. GRIEVANCE PROCEDURE

7.1. It is mutually agreed that any question arising out of and during the term of this Agreement involving interpretation and application of this Agreement shall be considered a grievance. Any grievances involving interpretation and application of this Agreement will be governed by this Agreement's grievance procedure as set forth below. Any grievances involving interpretation and application of the Master Agreement will be governed by the Master Agreement's grievance procedure.

7.2. Owner, Primary Employer, and any other 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 brought to the attention of the Employer(s) within five (5) working days after the incident that initiated the alleged grievance occurred or was discovered, whichever is later. The term "working days" as used in this Article shall exclude Saturdays, Sundays or holidays regardless of whether any work is actually performed on such days.

7.4. Grievances shall be settled according to the following procedure, except that grievances that do not involve an individual grievant shall be discussed by Primary Employer and the Union, and then, if not resolved within five (5) working days of written notice unless extended by mutual consent, commence at Step 4:

7.5. Step 1. The steward and the grievant shall attempt to resolve the grievance with the Employer's supervisor within five (5) working days after the grievance 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 Primary Employer.

7.7. Step 3. In the event the matter remains unresolved in Step 2 above after five (5) working days, within five (5) working days, the alleged grievance, in

writing, may then be referred to the Business Manager of the Union and the Manager of Labor Relations of the Primary Employer or the Manager's designated representative and the Owner for discussion and resolution.

7.8. Step 4. If the grievance is not settled in Step 3 within five (5) working days, within five (5) days thereafter, either party may request the dispute be submitted to arbitration or the time may be extended by mutual consent of both parties. The request for arbitration and/or the request for an extension of time must be in writing with a copy to Primary Employer and the Owner. Should the parties be unable to mutually agree on the selection of an arbitrator, selection for that given arbitration shall be made by seeking a list of seven (7) labor arbitrators with construction experience from the Federal Mediation and Conciliation Service and alternately striking names from the list of names on the list until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall alternate between the party bringing forth the grievance and the party defending the grievance. Primary 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 Primary Employer. The Arbitrator shall have the authority to utilize any equitable or legal remedy to prevent and/or cure any breach or threatened breach of this Agreement. The Arbitrator's decision shall be final and binding as to all parties signatory to this Agreement. No arbitration decision or award under this Article may provide retroactive relief of any kind exceeding fifteen (15) calendar days prior to the date the grievance was first initiated at Step 1.

7.11. The cost of the Arbitrator and the court reporter, and any cost to pay for facilities for the hearing, shall be borne equally by the parties to the grievance. All other costs and expenses in connection with the grievance hearing shall be borne by the party who incurs them.

7.12. The Arbitrator's decision shall be confined to the issue(s) posed by the grievance and the Arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any provision of this Agreement.

7.13. Any party to a grievance may invite Owner or Primary Employer to participate in resolution of a grievance. Owner or Primary Employer may, at its own initiative, participate in Steps 1 through 3 of the grievance procedure.

7.14. In determining whether the time limits of Steps 2 through 4 of the grievance procedure have been met, a written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or e-mailed within the five (5) working day period. Any of the time periods set forth in this Article may be

extended in writing by mutual consent of the parties to the grievance, and any written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or e-mailed during the extended time period.

7.15. For purposes of e-mailed copies of grievances to Owner or Primary Employer, they can be sent to the following e-mail address: -----
-----@-----

8. MANAGEMENT RIGHTS

8.1. Except as expressly limited by the specific provisions of this Agreement, the Owner, Primary Employer, and all other Employers retain full and exclusive authority for the management of their respective Project operations and work forces, except as expressly limited by the terms of this Agreement. This authority includes, but is not limited to, the right to plan, direct and control the operations of all the work and the work force; decide the number to be hired and the qualifications therefore; decide the number and type of employees assigned to any specific work; hire, promote, transfer, and layoff employees; select and hire directly all supervisory personnel above the classification of general foreman it considers necessary and desirable, without such persons being referred by the Union; discipline or discharge of employees; decide the type of equipment to be used; decide the assignment and schedule of work; the promulgation of reasonable Project work rules, safety rules, and drug and alcohol policies pursuant to Section 10.8; determine the work methods and procedures; determine the competency of all employees; assign and schedule work and determine when overtime will be worked; determine the selection and use any type or kind of materials, apparatus or equipment regardless of source, manufacturer or designer; and determine the requirement, timing and number of employees to be utilized for Covered Work. Except as provided in the Master Agreement, no rules, customs, or practices of the Unions 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. The Owner, Primary Employer, and all other Employers, therefore, retain all legal rights not specifically given up in this Agreement.

8.2. There shall be no limitations or restriction upon the Owner, Primary Employer, or any other 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, pre-fabricated, pre-finished, or pre-assembled materials of any kind, tools, or other labor-saving devices. The Union agrees that such material and equipment is to be installed without incident.

8.3. In recognition of the dynamic nature of the PV solar industry, the parties agree that Owner, Primary Employer or any other Employer may apply new technologies to the Project as they are developed, (including technological advances in the construction of PV solar plants) even if such application results in a reduction of the amount of labor on the Project.

8.4. All construction equipment assigned by an Employer to the Project shall be under the control of Owner, Primary Employer or any other Employer and they shall have the right to determine how many pieces of construction equipment an individual shall operate.

8.5 Owner, Primary Employer or any other Employer retains the right to deny access to the Project to any employee on the basis of violating any safety processes and procedures.

9. SUCCESSORSHIP AND SURVIVABILITY

9.1. The subcontracting obligations described in Article 3 are independent obligations of Primary Employer which shall survive any full or partial termination of Primary Employer's involvement in the Project for any reason, including, without limitation: (i) any full or partial termination or transfer of Primary Employer's right to control and coordinate construction of Covered Work on the Project; (ii) any full or partial termination or transfer of a contract, if any, between Primary Employer and the Owner for any Covered Work; (iii) the transfer of all or any portion of the Project or any interest in the Project by the Owner; or (iv) any other event that results in the replacement of Primary Employer with another contractor.

9.2. The parties agree that: (i) if Primary Employer's involvement in the Project is terminated and (ii) Covered Work is performed by a contractor or subcontractor that is not in compliance with the provisions of Article 3, then Primary Employer shall pay liquidated damages for each hour of Covered Work performed, as set forth on Attachment B.

9.3. Upon execution and delivery of an agreement assuming all the obligations of this Agreement and determination by the Unions that the successor is financially responsible, Primary Employer shall be released from any liability under this Agreement 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 their reasonable judgment, determine that the successor is financially capable of completing the Project and complying with the obligations and undertakings of Primary Employer 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. At all relevant times, the provisions of Article 6 will apply.

10.2. If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law, or by any of the above mentioned tribunals of competent jurisdiction, the remainder of the Agreement or application of such article or provision to persons or circumstances other than to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

10.3. Except as enumerated in this Agreement, all other terms and conditions of employment described in the Master Agreements that are in effect shall apply.

10.4. The provisions of this Agreement shall take precedence over conflicting provisions of the Master Agreement of the Union.

10.5. The parties agree that all covered employees will be required to be at his or her work station and ready to begin work at the designated starting times. The parties support a pay arrangement that provides for the covered employee to be at his or her work station and ready to work at the start of this shift without compensation for the time traveled to his or her workstation however the parties further agree that employees will be compensated at the appropriate hourly rate of pay for travel time back to their vehicles from the workstation.

10.6. Each person executing this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of the party or parties indicated.

10.7. Rights of Owner. Nothing in this Agreement shall be construed as limiting the Owner, in its sole discretion at any time to terminate, delay, cease, or suspend construction activities, in whole or part, on this Project and/or shut down the Project Site or any part thereof for reason other than a labor dispute without any liability whatsoever, except for liability incurred prior to such action.

10.8. This Agreement may be executed in counterparts.

10.9. The parties recognize that Primary Employer strongly supports a drug free work environment on each of its projects. To that end, the parties agree that Primary Employer's drug testing policies shall be applied to the Project by each Employer on the site. Specifically, that policy includes pre-employment drug testing prior to starting work on the site, random drug testing on the worksite once employed and drug testing following any industrial accident resulting in an injury or any damage to Owner, Primary Employer, or any other Employer's property. Should Primary Employer require a pre-employment drug test of the employee(s) of the signatory Employer as noted above, and the employee(s) (through the signatory Employer) will be paid (1) hour show up pay if he successfully passes the pre-employment drug test. Should an employee(s) initial test be deemed inconclusive and require further testing that employee(s) shall be paid (2) hour waiting time per day upon successfully passing the pre-employment drug testing. This pay provision shall only apply to pre-employment drug tests.

10.10. Any notices required under this Agreement shall be given as follows. Either party may notify the other in writing if its person designated to receive notice is changed.

To Primary Employer:

To the Unions:

With a copy to:

Mark Boyadjian
Arevia Power Company
1044 10th Avenue
Redwood City, CA 94063

Al D. Davis, Business Manager –
Financial Secretary
IBEW Local 357
808 N. Lamb Blvd.
Las Vegas, NV 89110
Telephone: (702) 452-9357

Jesse Newman, Business Manager –
Financial Secretary
IBEW Local 396
3520 Boulder HWY
Las Vegas, NV 89121
Telephone: (702) 457-3011

11. TERM OF AGREEMENT

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

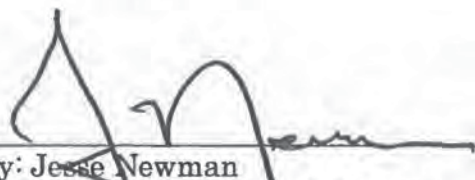
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of 12/27, 2017.

[GENERAL CONTRACTOR]

IBEW LOCAL 396


By:
Its:

AREVIA POWER COMPANY


By: Jesse Newman
IBEW 396 Business Manager –
Financial Secretary

IBEW LOCAL 357


By: Mark Boyadjian
Its: Managing Partner, Arevia Power


By: Al D. Davis
IBEW 357 Business Manager –
Financial Secretary

ATTACHMENT A
AGREEMENT TO BE BOUND

WORK SITE AGREEMENT
GEMINI 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 Gemini Solar 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 Article 2 of the Agreement), or to authorize another party to assign, award or subcontract Covered Work, or to perform Covered Work.

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

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

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

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

DATED: _____ Name of Employer _____

(Authorized Officer& Title)

(Address)

ATTACHMENT B
SCHEDULE OF LIQUIDATED DAMAGES FOR BOTH PARTIES

WORK SITE AGREEMENT
GEMINI SOLAR PROJECTI

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

2. **Failure of Successor to Assume.** In the event Primary Employer fails to cause its successor to assume the Work Site Agreement, Primary Employer shall pay an amount equal to the journeyman electrician's or journeyman lineman's total compensation, as applicable, for each hour that Covered 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 Unions performed by the contractor(s) or subcontractor(s) not signatory to this Agreement. The parties agree that the Unions 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, Primary Employer, any other Employer and/or the Union under this Agreement shall be several and not joint. Neither the Owner, nor any Primary Employer or any other Employer shall be liable for any violations of this Agreement by any other contractor or party; and the Unions shall not be liable for any violations of this Agreement by any other union or party.

4. In no event shall Owner, Primary Employer's or Unions' liability for violation of this Agreement exceed \$1,000,000 (One Million Dollars).

Appendix C

IBEW 357 Gemini Solar Project Helper Rates

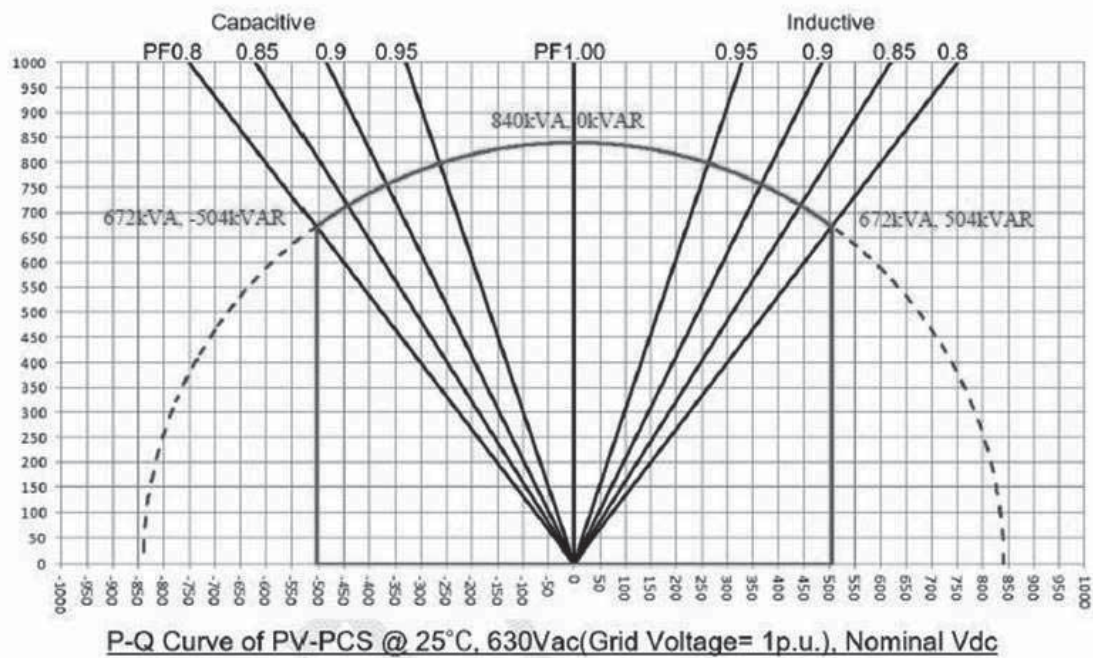
	Check	H&W	DFW	B-Plan	JATC	LMCC	NLMCC	NEBF 3%	CAF 0.2%	Total
9/1/17	\$21.00	\$5.45	\$0.06	\$1.00	\$0.66	\$0.15*	\$0.01	\$0.63	\$0.04	\$29.00
1/1/19	\$21.75	\$5.45	\$0.06	\$1.00	\$0.66	\$0.15*	\$0.01	\$0.65	\$0.04	\$29.77
1/1/20						TBD				

* LMCC is a total of \$0.30 \$0.15 contribution from the contractor and \$0.15 deduction from the employees' wages.

Wages and Benefits are for workers dispatched from the Helper Books for the Gemini Solar Project.

EXHIBIT 22

REACTIVE CAPABILITY CURVES



Subject to limitations described in Exhibit 1, Sections 6 and 7.

EXHIBIT 23

APPROVED VENDORS LIST

[To be provided by Buyer]

EXHIBIT 24

STORAGE 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.

EXHIBIT 24

STORAGE OPERATING PROCEDURES

III. Modifications to the Charging and Discharging Notices

- A. On the day of operation, to the degree that it is technically feasible, Buyer reserves the right to make adjustments to its Charging Notices and Discharging Notices. To this end, Supplier will provide to Buyer real-time software application(s) which allow(s) Buyer to access the Stored Energy Level status of the Storage Facility, as well 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 real-time 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

- A. The Supplier will deliver the Discharging Energy to the Delivery Points. 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.
A real-time point of delivery in response to:

EXHIBIT 24

STORAGE OPERATING PROCEDURES

1. Primarily with a real-time 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 real-time will be limited to the Stored Energy Level (less any losses to deliver such stored Energy to the Delivery Points) and to the available power rating of the Generating Facility.

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 273 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.

VII. Operating Parameters

#	OPERATING PARAMETER	VALUES	NOTES
1	Charging Method	Constant Power (CP)- Constant Voltage (CV)	
2	Discharging Method	Constant Power (CP)	
3	Maximum CP-rate for Charging and Discharging the Storage Facility	400 MW _{DC} , which can be adjusted accordingly, as reasonably agreed upon by the Parties, based upon the final design of the Facility	Measured at the Storage Facility Metering Point
4	Charging Source	Generating Facility only	This is for main power, but station power to feed auxiliary loads may come from grid charging.
5	Maximum Annual Average State of Charge (SOC)	35.0%	
6	Resting State of Charge (SOC) of the Storage Facility	20%-30% or as per manufacturer recommendation	When not actively charging or discharging for more than a period of 24 hours, the SOC of the

EXHIBIT 24**STORAGE OPERATING PROCEDURES**

			Storage Facility shall be maintained in this range
7	Operational State of Charge (SOC) Limits	0%-100% or as per manufacturer recommendation	As defined in the EMS
8	Maximum Number of Equivalent Full Cycles per Calendar Year	365	Buyer allowed to use a total of 273 cycles in all months other than June, July and August
9	Maximum Cumulative Energy Discharge per Calendar Year	516,840 MWh	which is 380MW (the Storage Contract Capacity (MW) of the Storage Facility for the given Contract Year) * 3.726h * 365 = 516,840 MWh
10	Maximum Cumulative Energy Discharge per Calendar Day	1,416 MWh	which is 380MW(the Storage Contract Capacity (MW) of the Storage Facility for the given Contract Year) * 3.726h = 1,416 MWh

EXHIBIT 25

STORAGE CAPACITY TESTS

Upon no less than ten (10) Business Days prior notice to Buyer, and at any time and from time to time up until the Commercial Operation Date, Supplier shall schedule and complete a Storage Capacity Test to determine the Storage Contract Capacity of the Storage Facility for the first Contract Year. The Storage Capacity Test shall require the Supplier to maintain Discharging Energy from the Storage Facility for three and seven-tenths (3.7) consecutive hours and the Storage Contract Capacity in megawatts (MW) shall be determined as the quotient of the aggregate quantity of Discharging Energy (MWh) at the end of the three and seven-tenths (3.7) hour test period, as measured at the Delivery Points, divided by three and seven-tenths (3.7); provided, however, that the Storage Contract Capacity cannot exceed three hundred eighty (380) MW.

Thereafter, at least once per Contract Year within the first quarter of each Contract Year, upon no less than five (5) 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 four (4) 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). Except for establishing the Storage Contract Capacity prior to the Commercial Operation Date, the Supplier may with Buyer's approval, fulfill the requirement to conduct a Storage Capacity Test by use of operational data from a Meter.

No later than five (5) days following any Storage Capacity Test, Supplier shall submit a testing report detailing results and findings of the test. The report shall include Meter readings and plant log sheets verifying the operating conditions and output of the Storage Facility. The actual capacity determined pursuant to a Storage Capacity Test shall become the new Storage Contract Capacity at the beginning of the day following the completion of the test for all purposes under this Agreement.

Supplier will perform a Storage Capacity Test generally in the following manner and utilizing the following steps:

- 1) Supplier may conduct any pre-capacity test activities required or recommended by the Storage Facility equipment suppliers, including charging or discharging the Storage Facility, prior to commencing step 2 below;
- 2) Supplier will fully charge the Storage Facility so that it is in a state that it is made commonly and typically available to Buyer as fully charged and dispatchable;
- 3) Supplier will discharge the Storage Facility at full capacity, over a duration of three and seven-tenths (3.7) consecutive hours;
- 4) Supplier will add the quantity of MWh produced by the Storage Facility during the three and seven-tenths (3.7) consecutive hours to produce a sum quantity of MWh for the three and seven-tenths (3.7) hour full discharge of the Storage Facility;

EXHIBIT 25

STORAGE CAPACITY TESTS

5) Supplier will divide the sum quantity of MWh produced over the three and seven-tenths (3.7) hour full discharge of the Storage Facility by a factor of three and seven-tenths (3.7), 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

Partial Hour 4 Discharge = 17.5 MWh

$25 + 25 + 25 + 17.5 = 92.5$ MWh

$92.5 \text{ MWh} / 3.7 \text{ hours} = 25 \text{ MWh}$

Storage Contract Capacity = 25 MW

EXHIBIT 26

STORAGE AVAILABILITY LIQUIDATED DAMAGES

Availability Liquidated Damages

The Availability Liquidated Damages in Dispatch Availability Month (m) in which the Monthly Storage Availability is less than the Guaranteed Storage Availability shall be calculated as follows:

$$\text{Availability Liquidated Damages}_m = \text{Undischarged Energy Price}_m * \text{Excess Undischarged Energy}_m$$

Where:

$$\text{Availability Liquidated Damages}_m = \text{Availability Liquidated Damages in Dispatch Availability Month (m) (in \$)}$$

$$\begin{array}{l} \text{Availability Liquidated Damages} \\ \text{Monthly Cap} \\ \text{(each Dispatch Availability Month)} \end{array} = \$1,000,000$$

$$\text{Undischarged Energy Price}_m = \text{simple average of the Market Price for the hours that the Storage Facility was unavailable in Dispatch Availability Month (m) (in \$/MWh)}$$

$$\begin{array}{l} \text{Undischarged Energy}_m \end{array} = \begin{array}{l} \text{The total amount of Discharging Energy in} \\ \text{Dispatch Availability Month (m), excluding} \\ \text{Excused Products, that Buyer could have scheduled} \\ \text{and received at the Delivery Points pursuant to} \\ \text{Section 14.3 from the Storage Facility but was} \\ \text{unable to schedule and receive because the Storage} \\ \text{Facility was, in whole or in part, mechanically out} \\ \text{of service or otherwise not performing in} \\ \text{accordance with the operational requirements} \\ \text{specified in Exhibits 1 and 24, such amount of} \\ \text{Discharging Energy to be reasonably determined by} \\ \text{Supplier (i) during the period the Storage Facility} \\ \text{was out of service, in whole or in part, or otherwise} \\ \text{not performing in accordance with the operational} \\ \text{requirements specified in Exhibits 1 and 24, and (ii)} \\ \text{consistent with the Operating Procedures and} \\ \text{operational requirements specified in Exhibits 1 and} \\ \text{24 (in MWh). During the months of January,} \\ \text{February, March, April, October, November and} \\ \text{December, an outage that is not a Planned Outage} \\ \text{per Section 11, but for which Seller provided notice} \\ \text{to Buyer prior to or included in the Availability} \\ \text{Notice, shall not be considered as contributing to} \\ \text{this calculation of Undischarged Energy}_m \text{ provided} \\ \text{the total hours of such Storage Facility unplanned} \end{array}$$

EXHIBIT 26

STORAGE AVAILABILITY LIQUIDATED DAMAGES

outages when combined with those of Planned Outages in the same Contract Year (based on the potential Discharging Energy or Dispatch Availability Amounts, as applicable, for such Delivery Hours) shall not exceed four percent (4%) of the total annual Dispatch Availability Amounts for all hours in the applicable Contract Year (prorated for the Stub Period, if any) unless otherwise approved by Buyer.

Excess Undischarged Energy_m = Undischarged Energy_m – 2% of the Storage Capacity at Point of Delivery_m.

Storage Capacity at Point of Delivery_m = the product of (a) Storage Contract Capacity for Dispatch Availability Month_m, multiplied by (b) three and seven-tenths (3.7) hours, multiplied by (c) the number of days in Dispatch Availability Month_m.

Monthly Storage Availability =
$$\frac{(\text{Storage Capacity at Point of Delivery}_m) - (\text{Undischarged Energy}_m)}{(\text{Storage Capacity at Point of Delivery}_m)}$$

EXHIBIT 27

BACKCASTING TOOL GENERAL INPUTS

The main concepts of backcasting are broken into two parts: Resource-Adjusted Backcast Amount and Availability Backcast Amount. Both concepts are aimed at determining what the Generating Facility's solar generation capability, adjusted for various factors, would have been in cases where the actual solar output was dispatched lower than the Generating Facility's full capacity. Both are intended to calculate the energy that could have been generated by the Generating Facility and delivered to the Delivery Points, absent the use of the Storage Facility, except as relating to Buyer's rights in Section 14.3.2, in which case the Availability Backcast Amount should also include the energy that could have been used as Full Requirements Period Charging Energy (including otherwise clipped energy) and energy the Facility was available to deliver but could not deliver to the extent of any unavailability of the Facility resulting from one or more of the events described in this Section 3.6.6.

Final methodologies for backcasting shall be mutually developed and agreed upon no later than ninety (90) days prior to the Project Milestone described in Section 2(G) of Exhibit 6 based on industry-standard methodologies. The methodologies will be periodically reviewed to optimize operations, administrative efficiency and accuracy for the benefit of both parties. The Backcasting Tool will be calibrated one year after the Commercial Operation Date, and periodically thereafter, with actual measurements taken from the Generation Facility. Parties shall cooperate to integrate the systems and controls necessary to implement backcasting.

Backcasting will, in general, consist of a set of calculations and a mix of inputs to those calculations that include, but are not limited to, technical assumptions, real-time instrument measurements, historic instrument measurements, and data reported by Supplier. The inputs may include but are not limited to:

- As built designs;
- Generation Facility planned degradation as identified in Exhibit 1;
- Measured onsite plane of array (POA) irradiance;
- Measured module temperature;
- Measured onsite soiling conditions;
- All applicable losses to the Delivery Points including transformation and transmission losses from the PV array to points of delivery;
- Site controller and any ACG set-point limitations at the Delivery Points;
- Measurement uncertainties of equipment;
- Downtime/Planned Outages;
- Forced and maintenance outages
- Forced and maintenance derating of the Generating Facility
- Any non-production hours or standby loads

The Backcasting Tool outputs the hypothetical energy generation of the Generating Facility under certain weather conditions and Generating Facility operational status. Those outputs are then used throughout this Agreement to determine payments, shortfalls, dispatchability limits and damages (e.g. Un-Dispatched Amounts, Excused Product, etc.).

EXHIBIT 27

BACKCASTING TOOL GENERAL INPUTS

Resource-Adjusted Backcast Amount means an amount determined by the backcasting analysis that takes into account weather conditions including cloud cover, rain and snow impacting the solar resource, but assumes 100% mechanical availability of the Generating Facility.

Availability Backcast Amount means an amount determined by a backcasting analysis that takes into account both resource conditions and availability of the Generating Facility where availability, in this context, refers to the status of the Generating Facility's mechanical and electrical systems and equipment (e.g. operational capability of inverters, converters, transformers, etc.). The Availability Backcast Amount may be adjusted downwards from the Resource-Adjusted Backcast Amount by the amount of capacity lost due to these systems and equipment being impaired for any reason that is not a cause of Excused Product, as defined in Section 3.6.6. This calculation will include Supplier-reported derates and real-time status signals and calculations performed at the Generating Facility that are communicated to the Energy Management System (EMS) such that the EMS can send Automatic Generator Control (AGC) signals that are within the actual plant and weather conditions of the Generating Facility (reference Exhibit 16 Dispatchable Accuracy Rate).

Supplier shall provide Buyer its calculations and include all relevant back-up data and other information reasonably requested by Buyer.

If the Parties disagree on the calculation of the Resource Adjusted Backcast Amount or Availability Backcast Amount, then the Backcast Amount will be determined through the Dispute resolution provisions of Article 21.

REN-6-GS (b)

Technical Appendix REN-6-GS (b)

Summary of the Nevada Administrative Code sections applicable to Gemini 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) require that the Companies provide specific information regarding new renewable energy contracts for which they are seeking approval. The information responsive to NAC 704.8885 and 704.8887 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 Levelized Cost of Energy (“LCOE”) for the contract is \$42.83/megawatt-hour (“MWh”) including network upgrade costs. The rate is for the purchase of energy and portfolio credits (“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 third amendment to the Companies’ 2018 triennial integrated resource plan to increase its supply of electricity.

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

The price for renewable energy and PCs set forth in this contract is \$24.79/MWh with no escalation for the term of the contract except during the hours ending 1700 through 2100 during the months of June, July and August when the price is \$161.14/MWh.

The price for the storage portion of the PPA is included in the rates above for the term of 25 years.

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

The technology that the Gemini Solar 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 [tons] ¹					
Project	S02	CO	VOC	NOX	PM
Gemini Solar	4.61	10.75	0.23	49.55	16.90
1 Avoided Emissions derived from average heat rate for a state of the art combined cycle unit. This is a conservative assumption as avoided emissions are likely to be from higher heat rate market purchases or from older, less efficient units.					

The project uses de minimis amounts of water, creates no waste streams in its energy production and 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.

According to the developer, the anticipated net economic impact of the project includes:

- A temporary increase in workforce during the construction phase of the facility of an estimated 2,385 positions;*
- A permanent long-term increase in the workforce for the operation and maintenance of the facility of an estimated 25 positions at an estimated average salary of \$79,000 annually, and a total payroll of \$63.2 million over 25 years;*
- 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 sales taxes from the purchase of local goods. Other benefits include an increase in short-term construction employment and long-term operations employment.

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

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

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

Solar Partners XI, LLC is a U.S.-based company, headquartered in Redwood City, CA. Its investor, Quinbrook Infrastructure Partners, has developed over 4GW of projects across the world, with a vast majority in the United States.

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.

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 December 1, 2023.

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 permits Nevada Power Company (“NPC”) the flexibility to economically dispatch the facility. During the hours ending 1700 through 2100 in June, July and August, the agreement calls for NPC 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. NPC has no obligation to pay for generation in excess of the maximum amount. Excess energy is paid for at fifty percent (50%) of the applicable product rate. NPC 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 Large Generator Interconnection Agreement (“LGIA”) and System Impact Study (“SIS”) for this project have been completed. The studies did not identify any negative impacts to NPC’s transmission grid that could not be mitigated by the transmission system additions proposed in the studies. 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 Appendices TRAN-3 and TRAN-4 for information on the LGIA and SIS.

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. 18-06003, the blended rate for energy and PCs is lower than the long-term avoided costs in year 2023 and years 2033 through 2048.

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 NPC pays for its current portfolio of renewable projects and the other compliant bids submitted in the Fall 2018 Renewable Energy RFP.

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

The term of the PPA is 25 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 approximately 25 miles northeast of Las Vegas near the Apex Industrial Park in Clark County, Nevada.

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

The project utilizes 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 existing Crystal Substation. A one-line diagram depicting the interconnection can be found in Exhibit 5 of the PPA, Technical Appendix REN-6-GS (a).

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

The characteristics of the project are similar to those of NPC's other large scale PV systems such as Boulder Solar I and Techren I. The plant design is proven technology. The storage portion consists of lithium-ion battery and inverter technology in use in utility scale applications.

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

Requirements for ancillary services are not affected by the PPA.

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

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

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

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

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

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

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

The LGIA for the 230-kilovolt ("kV") portion of the facility has been executed and the SIS for the 525-kV portion of the facility is complete. Shared Network Upgrades associated with this project include a new 500-kV terminal position at the South Crystal substation, two 500-kV breakers and a new Harry Allen to Crystal 230-kV Line. This project will require transmission provider interconnection facilities, which includes associated protection, communications, and metering, that are directly paid for by the interconnection customer. The estimated cost for the shared Network Upgrades is \$15,630,000.

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 NPC 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 NPC exercising its reasonable discretion based on the estimated cost of purchasing PCs.

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

The generating facility uses renewable solar energy to generate electricity and transmits that energy to NPC. 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.

Solar Partners XI, LLC is a U.S.-based company, headquartered in Redwood City, CA. Its investor, Quinbrook Infrastructure Partners, has developed over 4GW of renewable projects across the world, with a vast majority in the United States.

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 existing Crystal 230-kV and Crystal 525-kV substations. A one-line diagram depicting the interconnection can be found in Exhibit 5 of the PPA.

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

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

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

A LGIA between NPC and Solar Partners XI was executed on June 11, 2018, for the 230-kV portion of the project. The in-service date is projected to be achieved October 1, 2020. An SIS for the 525-kV portion of the project was completed December 2018.

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.

The facility and transmission are sited entirely on land managed by the Bureau of Land Management (“BLM”). The project will require preparation of an Environmental Impact Statement (“EIS”) in compliance with National Environmental Policy Act (“NEPA”) analysis. The BLM provided Gemini Solar with a schedule to have a Final EIS approved and Record of Decision (“ROD”) in place by September 2019.

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 Gemini Solar project are listed in Exhibit 10 and Exhibit 12 of the PPA, Technical Appendix REN-6-GS (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 the Gemini Solar project are listed in Exhibit 10 and Exhibit 12 of the PPA, Technical Appendix REN-6-GS (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.

The project developer, Arevia Power, obtained site control for the Gemini project through the NEPA BLM application process via Standard Form 299 (SF299). In April 2017, Quinbrook acquired Solar Partners XI, LLC, the entity that submitted the original SF299 to control the 44,000-acre Application Area.

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

The agreement permits NPC the flexibility to economically dispatch the facility. During the peak period hours ending 1700 through 2100 in June, July and August, the agreement calls for NPC to take all net energy, including any excess energy and PCs generated by the facility.