

BEFORE THE PUBLIC UTILITIES COMMISSION OF NEVADA

Joint Application of Nevada Power Company d/b/a NV Energy and Sierra Pacific Power Company d/b/a NV Energy for approval of their joint 2025-2044 integrated resource plan, for the three year Action Plan period 2025-2027, and the Energy Supply Plan period of 2025-2027.

Docket No. 24-05____

VOLUME 25 OF 29

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

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REN-4-BS3(a) Part 2

EXHIBIT A

Shared Premises Agreements

Leases, Easements and Rights-of-Way

1. Amended and Restated Grant of Easement Agreement by and between the City of Boulder City, a Nevada municipal corporation, as Grantor, and Boulder Solar Power, LLC, a Delaware limited liability company, Boulder Solar II, LLC, a Delaware limited liability company, and Boulder Solar III, LLC, a Delaware limited liability company, collectively, as Grantee, recorded on January 28, 2016 as Instrument No. 20160128-0003668 in the Official Records of Clark County, Nevada.
2. Grant of Easements Agreement dated as of October 6, 2015, by and between the City of Boulder City, a Nevada municipal corporation, as Grantor, and Boulder Solar Power, LLC, a Delaware limited liability company, as Grantee, recorded on December 1, 2015 as Instrument No. 20151201-0003554, and re-recorded on April 1, 2016 as Instrument No. 20160401-0002523 in the Official Records of Clark County, and a portion of such easements were partially assigned pursuant to that certain Partial Assignment Grant of Easements Agreement, dated as of April 21, 2016, by and between the Boulder Solar Power, LLC, a Delaware limited liability company, as Assignor, and Boulder Solar II, LLC and Boulder Solar III, LLC, each a Delaware limited liability company, collectively, as Assignee, recorded on April 22, 2016 as Instrument No. 20160422-0002462 of the Official Records of Clark County, Nevada.
3. Grant of Easement Agreement (Shared O&M and Substation Areas) dated as of March 29, 2016, by and among the City of Boulder City, a Nevada municipal corporation, as Grantor, and Boulder Solar Power, LLC, Boulder Solar II, LLC, a Delaware limited liability company, and Boulder Solar III, LLC, a Delaware limited liability company, collectively, as Grantee, recorded on April 1, 2016 as Instrument No. 20160401-0002893 in the Official Records of Clark County, Nevada ***[for shared O&M/substation areas for Phase 2 and Phase 3, areas already included in Phase 1 lease]***.
4. BLM Right-of-Way [N-93818] issued on October 27, 2015 by the U.S. Department of the Interior, Bureau of Land Management to Boulder Solar Power, LLC, as amended by that certain BLM Right-of-Way Amendment issued on March 1, 2016.
5. Future BLM Right-of-Way Grants issued to Boulder Solar II, LLC and Boulder Solar III, LLC with respect to the same premises as ROW Grant No. N-93818, which Grants shall be on terms and conditions which are no more costly or burdensome to the grantee than Grant No. N-93818.
6. Temporary Construction License Agreement dated as of March 31, 2016, by and between City of Boulder City, a Nevada municipal corporation, as Licensor, and Boulder Solar Power, LLC, Boulder Solar II, LLC, and Boulder Solar III, LLC, each a Delaware limited liability company, collectively, as Licensee, recorded on April 1, 2016 as Instrument No.

20160401-0002894 in the Official Records of Clark County, Nevada *[for shared temporary water line and reservoir/pond and other temporary construction areas]*.

Crossing Consents and Licenses

1. Executed Request for Reserve Disturbance Permission dated October 30, 2015, for Boulder Solar Power, LLC, as Requestor, relative to the Boulder City Conservation Easement, as administered by the Clark County Desert Conservation Program
2. License Agreement dated October 14, 2015, by and between the United States of America, Department of Energy, Western Area Power Administration, for the benefit of Boulder Solar Power, LLC, and pertaining to Mead-Marketplace 500-kV Transmission Lines, S/2 SW/4 of Section 30, Township 24 South, Range 63 East, Mount Diablo Meridian, Clark County, Nevada, between Structures 1-2 and 1-3
3. Executed Letter of Non-Objection Request dated March 15, 2016 by and between the Los Angeles Department of Water & Power and Boulder Solar Power, LLC, Boulder Solar II, LLC, and Boulder Solar III, LLC; relative to gen-tie and northern shared access road crossings of various HV.
4. Executed Letter of Crossing Approval dated February 3, 2016 by and between Valley Electric Association and Boulder Solar Power, LLC, Boulder Solar II, LLC, and Boulder Solar III, LLC; relative to crossing of Valley Electric Association's 230 kV Pahrump-Mead transmission line with a new 230kV transmission line with a road way and water pipeline.
5. Executed Crossing License Request dated February 19, 2016 by and between Southwest Gas Corporation and Boulder Solar Power, LLC, Boulder Solar II, LLC, and Boulder Solar III, LLC filed as Document No. 20160308-0001053, in the Records of Clark County, Nevada; relative to crossing of the Use Area.b
6. Executed Grant of Non-Exclusive Consent for Temporary Construction Easement dated February 1, 2016 by and between Copper Mountain Solar 4, LLC and Boulder Solar Power, LLC, Boulder Solar II, LLC, and Boulder Solar III, LLC; relative to use of Construction and Access Easement Area for Generation-Tie and Related Improvements.

EXHIBIT B

Legal Description

1. Amended and Restated Grant of Easement Agreement; Instrument No. 20160128-0003668

PARCEL 3 -- GEN TIE EASEMENT OVER BOULDER CITY PROPERTY

A 100-FOOT WIDE EASEMENT FOR TRANSMISSION LINE, COMMUNICATION LINE AND ACCESS ROAD PURPOSES IN, OVER, UNDER AND UPON PORTIONS OF SECTION 30 AND SECTION 31 IN TOWNSHIP 24 SOUTH, RANGE 63 EAST, M.D.M., IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER (1/4) CORNER OF SAID SECTION 30; THENCE NORTH 89°34'16" EAST 2316.88 FEET ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 30; THENCE NORTH 0°50'59" WEST 86.87 FEET TO THE POINT OF BEGINNING ON THE SOUTH LINE OF PARCEL 1 (PHASE 1, AREA 1); THENCE SOUTH 0°50'59" EAST 3596.53 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THE BUREAU OF LAND MANAGEMENT (BLM) 3000-FOOT WIDE UTILITY CORRIDOR, SAID POINT BEING THE POINT OF ENDING FOR SAID PARCEL 3. THE SIDE LINES OF SAID 100-FOOT WIDE EASEMENT TO BE PROLONGED OR SHORTEN TO MEET AT THE SOUTH LINE OF PARCEL 1 (PHASE 1, AREA 1) AND AT THE NORTHWESTERLY LINE OF THE 3000-FOOT WIDE BLM UTILITY CORRIDOR.

PARCEL 4A – GEN TIE EASEMENT OVER 3000-WIDE BLM UTILITY CORRIDOR

A 200-FOOT WIDE EASEMENT FOR TRANSMISSION LINE, COMMUNICATION LINE AND ACCESS ROAD PURPOSES IN, OVER, UNDER AND UPON A PORTION OF SECTION 31 IN TOWNSHIP 24 SOUTH, RANGE 63 EAST, M.D.M., IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA, SAID EASEMENT IS 50.00 FEET WIDE WEST OF AND 150.00 FEET EAST OF THE FOLLOWING DESCRIBED CONTROL LINE:

COMMENCING AT A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION 30 FROM WHICH THE WEST QUARTER (1/4) CORNER OF SAID SECTION 30 BEARS SOUTH 89°34'16" WEST 2316.88 FEET; THENCE SOUTH 0°50'59" EAST 3509.66 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THE BUREAU OF LAND MANAGEMENT (BLM) 3000-FOOT WIDE UTILITY CORRIDOR, SAID POINT BEING THE POINT OF BEGINNING FOR SAID PARCEL 4A A 200-FOOT WIDE EASEMENT; THENCE SOUTH 0°50'59" EAST 773.51 FEET; THENCE SOUTH 5°09'34" WEST 1443.76 FEET; THENCE SOUTH 3°47'28" EAST 1398.61 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THE BUREAU OF LAND MANAGEMENT (BLM) 3000-FOOT WIDE UTILITY CORRIDOR, SAID POINT BEING THE POINT OF ENDING FOR SAID PARCEL 4A. THE SIDE LINES OF SAID 200-FOOT WIDE EASEMENT TO BE PROLONGED OR SHORTEN TO MEET AT THE NORTHWESTERLY LINE OF THE 3000-

FOOT WIDE BLM UTILITY CORRIDOR, AT THE SOUTHEASTERLY LINE OF THE 3000-FOOT WIDE BLM UTILITY CORRIDOR AND AT ANGLE POINT INTERSECTIONS.

PARCEL 5 – GEN TIE EASEMENT OVER BOULDER CITY PROPERTY

A 100-FOOT WIDE AND AN 80-FOOT WIDE EASEMENT FOR TRANSMISSION LINE, COMMUNICATION LINE AND ACCESS ROAD PURPOSES IN, OVER, UNDER AND UPON A PORTION OF SECTION 31 IN TOWNSHIP 24 SOUTH, RANGE 63 EAST, M.D.M. AND SECTION 6, TOWNSHIP 25 SOUTH, RANGE 63 EAST, M.D.M., IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION 30 FROM WHICH THE WEST QUARTER (1/4) CORNER OF SAID SECTION 30 BEARS SOUTH 89°34'16" WEST 2316.88 FEET; THENCE SOUTH 0°50'59" EAST 3509.66 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THE BUREAU OF LAND MANAGEMENT (BLM) 3000-FOOT WIDE UTILITY CORRIDOR; THENCE SOUTH 0°50'59" EAST 773.51 FEET; THENCE SOUTH 5°09'34" WEST 1443.76 FEET; THENCE SOUTH 3°47'28" EAST 1398.61 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THE BUREAU OF LAND MANAGEMENT (BLM) 3000-FOOT WIDE UTILITY CORRIDOR, SAID POINT BEING THE POINT OF BEGINNING FOR SAID PARCEL 5 A 100-FOOT WIDE EASEMENT; THENCE SOUTH 3°47'28" EAST 3176.25 FEET; THENCE SOUTH 0°22'23" EAST 497.87 FEET, TO A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION 6, SAID POINT ALSO BEING ON THE NORTHERLY LEASE LINE OF THE COPPER MOUNTAIN SOLAR 4 LEASE AREA, SAID POINT BEING THE END OF THE 100-FOOT WIDE EASEMENT AND THE BEGINNING OF A 80-FOOT WIDE EASEMENT; THENCE SOUTH 0°25'11" EAST 2640.46 FEET TO A POINT ON THE CENTERLINE OF ELDORADO VALLEY DRIVE, SAID POINT ALSO BEING ON THE SOUTH LINE OF SAID SECTION 6, SAID POINT BEING THE POINT OF ENDING FOR PARCEL 5.

THE SIDE LINES OF SAID EASEMENT TO BE PROLONGED OR SHORTEN TO MEET AT THE SOUTHEASTERLY LINE OF THE 3000-FOOT WIDE BLM UTILITY CORRIDOR, AT THE EAST-WEST CENTERLINE OF SAID SECTION 6, AT ANGLE POINT INTERSECTIONS AND AT THE CENTERLINE OF SAID ELDORADO VALLEY DRIVE.

2. Grant of Easements Agreement, Instrument No. 20141201-0003554, re-recorded as Instrument No. 20160401-0002523; as assigned by that certain Partial Assignment of Grant of Easements Agreement, Instrument No. 02160422-0002462

PARCEL 7 – NORTH ACCESS ROAD EASEMENT OVER BOULDER CITY PROPERTY

AN EASEMENT FOR ACCESS ROAD AND WATERLINE OVER, UNDER AND UPON THAT PORTION OF THE LANDS DESCRIBED IN THAT CERTAIN GRANT OF EASEMENTS AGREEMENT FROM THE CITY OF BOULDER CITY TO BOULDER SOLAR POWER, LLC RECORDED ON DECEMBER 1, 2015 AS DOCUMENT NO.

20151201-0003554 AND RE-RECORDED ON APRIL 1, 2016 AS DOCUMENT NO. 20160401-0002523, OFFICIAL RECORDS OF THE CLARK COUNTY, NEVADA, RECORDER, SITUATE WITHIN THE SOUTHWEST ONE-QUARTER (SW1/4) OF SECTION 15, THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 16, SECTION 21, THE NORTHWEST ONE QUARTER (NW1/4) OF SECTION 28, THE NORTH ONE-HALF (N1/2) OF SECTION 29, AND THE NORTHEAST ONE-QUARTER OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 63 EAST, MOUNT DIABLO MERIDIAN, CITY OF BOULDER CITY, CLARK COUNTY, NEVADA, BEING 50 FEET IN WIDTH AND VARIABLE OTHER WIDTHS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-QUARTER SECTION CORNER OF SECTIONS 29 AND 30 OF SAID TOWNSHIP MARKED BY A 2-INCH ALUMINUM CAP STAMPED "BK JEFFERSON PLS 8421" AND MARKED FOR CORNER PER FILE 196 OF SURVEYS, PAGE 28; THENCE, SOUTH 89°34'16" WEST ALONG THE EAST-WEST CENTER SECTION LINE AS SHOWN ON SAID SURVEY, 553.87 FEET; THENCE, DEPARTING SAID CENTER SECTION LINE, NORTH 00°00'00" EAST, 109.08 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN UNRECORDED LEASE PARCEL KNOWN AS BOULDER SOLAR POWER, PHASE I, AREA 1; THENCE, CONTINUING NORTH 00°00'00" EAST ALONG THE EAST BOUNDARY OF SAID PARCEL, 4.65 FEET TO THE POINT OF BEGINNING

THENCE, THE FOLLOWING FORTY-TWO (42) COURSES:

- (1) THENCE, NORTH 00°00'00" WEST, 13.18 FEET;
- (2) THENCE, NORTH 07°53'30" WEST, 27.73 FEET;
- (3) THENCE, NORTH 58°11'43" WEST, 13.55 FEET;
- (4) THENCE, NORTH 77°08'49" EAST, 517.03 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 97.00 FEET;
- (5) THENCE, EASTERLY 15.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9°08'01";
- (6) THENCE, NORTH 86°16'50" EAST, 582.75 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 13.00 FEET;
- (7) THENCE, EASTERLY 1.08 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4°46'55";
- (8) THENCE, NORTH 81°29'55" EAST, 443.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 41.00 FEET, A RADIAL LINE TO WHICH BEGINNING BEARS SOUTH 47°11'46" EAST;
- (9) THENCE, NORTHEASTERLY AND NORTHERLY 30.63 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°48'14";

- (10) THENCE, NORTH 00°00'00" EAST, 51.05 FEET TO THE SOUTH LINE OF THAT CERTAIN UNRECORDED LEASE PARCEL KNOWN AS BOULDER SOLAR POWER, PHASE I, AREA 2;
- (11) THENCE, SOUTH 90°00'00" EAST ALONG SAID SOUTH LINE, 20.00 FEET;
- (12) THENCE, DEPARTING SAID SOUTH LINE, SOUTH 00°00'00" WEST, 35.80 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 41.00 FEET;
- (13) THENCE, SOUTHEASTERLY 42.80 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 59°48'24";
- (14) THENCE, NORTH 81°29'55" EAST, 2452.21 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 8.00 FEET;
- (15) THENCE, NORTHEASTERLY 3.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°48'44";
- (16) THENCE, N 56°41'11" EAST, 15.79 FEET TO THE BEGINNING OF A NON TANGENT CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 41.00 FEET, A RADIAL LINE TO WHICH BEGINNING BEARS SOUTH 68°06'58" EAST;
- (17) THENCE, NORTHERLY 15.66 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°53'02";
- (18) THENCE, NORTH 00°00'00" EAST, 138.72 FEET TO THE SOUTH LINE OF SAID AREA 2;
- (19) THENCE, SOUTH 90°00'00" EAST ALONG SAID SOUTH LINE, 20.00 FEET;
- (20) THENCE, DEPARTING SAID SOUTH LINE, SOUTH 00°00'00" WEST, 73.68 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 41.00 FEET;
- (21) THENCE, SOUTHEASTERLY 60.55 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 84°37'08";
- (22) THENCE, NORTH 56°41'11" EAST, 628.14 FEET;
- (23) THENCE, NORTH 33°18'49" WEST, 88.57 FEET TO SAID SOUTH LINE OF SAID AREA 2;
- (24) THENCE, SOUTH 90°00'00" EAST ALONG SAID SOUTH LINE, 119.67 FEET;
- (25) THENCE, DEPARTING SAID SOUTH LINE, SOUTH 33°18'49" EAST, 22.85 FEET;
- (26) THENCE, NORTH 56°41'11" EAST, 329.49 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 8.00 FEET;

- (27) THENCE, NORTHEASTERLY 2.39 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°08'30";
- (28) THENCE, NORTH 39°32'41" EAST, 8864.09 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1025.00 FEET;
- (29) THENCE, NORTHEASTERLY AND EASTERLY 1075.17 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°06'00";
- (30) THENCE, SOUTH 80°21'19" EAST, 914.45 FEET TO THE WEST RIGHT-OF-WAY OF U.S. HIGHWAY 95 (400 FEET WIDE);
- (31) THENCE, SOUTH 09°38'00" WEST ALONG SAID RIGHT-OF-WAY, 50.00 FEET;
- (32) THENCE, DEPARTING SAID RIGHT-OF-WAY, NORTH 80°21'19" WEST, 914.46 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 975.00 FEET;
- (33) THENCE, WESTERLY AND SOUTHWESTERLY 1022.72 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°06'00";
- (34) THENCE, SOUTH 39°32'41" WEST, 8864.10 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 58.00 FEET;
- (35) THENCE, SOUTHWESTERLY 17.35 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 1°08'30";
- (36) THENCE, SOUTH 56°41'11" WEST, 1145.35 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 58.00 FEET;
- (37) THENCE, SOUTHWESTERLY 25.12 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°48'44";
- (38) THENCE, SOUTH 81°29'55" WEST, 2947.07 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 63.00 FEET;
- (39) THENCE, WESTERLY 5.26 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4°46'55";
- (40) THENCE, SOUTH 86°16'50" WEST, 582.75 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 47.00 FEET;
- (41) THENCE, SOUTHWESTERLY 7.49 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9°08'01";
- (42) THENCE, SOUTH 7°08'49" WEST, 512.73 FEET TO THE POINT OF BEGINNING.

PARCEL 9 – FIRST ROAD AND UNDERGROUND FACILITIES EASEMENT

A STRIP OF LAND FOR SOLAR FACILITY INGRESS AND EGRESS, OPERATIONS AND MAINTENANCE FOR THE BOULDER SOLAR POWER FACILITY OVER THAT PORTION OF THE LANDS DESCRIBED IN THAT CERTAIN GRANT OF EASEMENTS AGREEMENT FROM THE CITY OF BOULDER CITY TO BOULDER SOLAR POWER, LLC RECORDED ON DECEMBER 1, 2015 AS DOCUMENT NO. 20151201-0003554 AND RE-RECORDED ON APRIL 1, 2016 AS DOCUMENT NO. 20160401-0002523, OFFICIAL RECORDS OF THE CLARK COUNTY, NEVADA, RECORDER, SITUATE WITHIN THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 19, THE NORTHWEST ONE-QUARTER (NW1/4) OF SECTION 29, AND THE NORTHEAST ONE-QUARTER (NE1/4) OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 63 EAST, MOUNT DIABLO MERIDIAN, CITY OF BOULDER CITY, CLARK COUNTY, NEVADA, BEING A VARIABLE WIDTH STRIP OF LAND, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-QUARTER SECTION CORNER OF SECTIONS 29 AND 30 OF SAID TOWNSHIP MARKED BY A 2-INCH ALUMINUM CAP STAMPED “BK JEFFERSON PLS 8421” AND MARKED FOR CORNER PER FILE 196 OF SURVEYS, PAGE 28; THENCE, SOUTH 89°34’16” WEST ALONG THE EAST-WEST CENTER SECTION LINE OF SAID SECTION 29 AS SHOWN ON SAID SURVEY, 553.87 FEET; THENCE, DEPARTING SAID CENTER SECTION LINE, NORTH 00°00’00” EAST, 109.08 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN UNRECORDED LEASE PARCEL KNOWN AS BOULDER SOLAR POWER, PHASE I, AREA 1; THENCE, CONTINUING NORTH 00°00’00” EAST ALONG THE EAST BOUNDARY OF SAID PARCEL, 17.83 FEET; THENCE, NORTH 07°53’30” WEST, 27.73 FEET; THENCE, NORTH 58°11’43” WEST, 13.55 FEET TO THE POINT OF BEGINNING;

THENCE, CONTINUING NORTH 58°11’43” WEST, 25.02’; THENCE, NORTH 00°00’00” EAST, A DISTANCE OF 3,892.93 FEET; THENCE, NORTH 04°56’42” WEST ALONG A LINE 0.75 FEET WESTERLY OF THE WEST LINE OF THAT CERTAIN 85 FOOT WIDE COMBINED BUREAU OF LAND MANAGEMENT RIGHT-OF-WAY NVN-43646 GRANTED JUNE 6, 1960, NVN-7841 GRANTED AUGUST 9, 1982 AND NVN-54045 GRANTED JANUARY 7, 1992 TO SOUTHWEST GAS CORPORATION AND AS SHOWN ON FILE 186 OF SURVEYS AT PAGE 02, A DISTANCE OF 486.53 FEET; THENCE, NORTH 90°00’00” EAST, 243.55 FEET TO THE MOST WESTERLY NORTH CORNER OF THAT CERTAIN UNRECORDED LEASE KNOWN AS BOULDER SOLAR POWER, PHASE II, AREA 2; THENCE, SOUTH 04°56’42” EAST ALONG THE WEST LINE THEREOF, 694.89 FEET TO THE MOST NORTHERLY WEST CORNER OF THAT CERTAIN UNRECORDED LEASE KNOWN AS BOULDER SOLAR POWER, PHASE I, AREA 2; THENCE, SOUTH 00°00’00” EAST ALONG THE WEST BOUNDARY THEREOF, 1254.00 FEET; THENCE, SOUTH 72°25’43” EAST, 186.45 FEET; THENCE, SOUTH 00°00’00” EAST, A DISTANCE OF 2,245.57 FEET; THENCE, DEPARTING SAID WEST BOUNDARY, SOUTH 90°00’00” EAST ALONG THE SOUTH BOUNDARY THEREOF, 407.10 FEET; THENCE, DEPARTING SAID SOUTH BOUNDARY SOUTH 00°00’00” WEST, 5.55 FEET TO THE NORTH LINE OF THAT CERTAIN UNRECORDED 50 FOOT WIDE & VARIABLE WIDTH ACCESS ROAD AND WATERLINE EASEMENT; THENCE, ALONG SAID NORTH LINE SOUTH 86°16’50” WEST, 306.37 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY

HAVING A RADIUS OF 97.00 FEET; THENCE, SOUTHWESTERLY 15.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9°08'01"; THENCE, SOUTH 77°08'49" WEST, 517.03 FEET TO THE POINT OF BEGINNING.

3. Grant of Easement Agreement; Instrument No. 20160401-0002893

PARCEL 10 – OPERATIONS BUILDING AREA EASEMENT

AN EASEMENT OVER, UNDER AND UPON A PORTION OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 29 IN TOWNSHIP 24 SOUTH, RANGE 63 EAST, M.D.M., IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY NORTHERN CORNER OF PHASE I, AREA 2, AS PER FILE 196, PAGE 69 OF SURVEYS, RECORDS OF SAID COUNTY; THENCE SOUTH 0°00'00" EAST 10.00 FEET ALONG THE EASTERLY LEASE LINE OF SAID PHASE I, AREA 2; THENCE NORTH 90°00'00" WEST 10.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 0°00'00" EAST 250.00 FEET PARALLEL TO SAID EASTERLY LEASE LINE OF PHASE I, AREA 2, TO A POINT THAT IS 10.00 FEET DISTANCE FROM THE SOUTHERLY LEASE LINE OF SAID PHASE I, AREA 2; THENCE NORTH 90°00'00" WEST 250.00 FEET PARALLEL TO SAID SOUTHERLY LEASE LINE OF PHASE I, AREA 2; THENCE NORTH 0°00'00" WEST 250.00 FEET, TO A POINT THAT IS 10.00 FEET DISTANCE FROM THE NORTHERLY LEASE LINE OF SAID PHASE I, AREA 2; THENCE SOUTH 90°00'00" EAST 250.00 FEET PARALLEL TO SAID NORTHERLY LEASE LINE OF PHASE I, AREA 2 TO THE POINT OF BEGINNING.

PARCEL 11 – SUBSTATION EASEMENT

AN EASEMENT FOR ELECTRICAL SUBSTATION PURPOSES OVER, UNDER AND UPON A PORTION OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 30 IN TOWNSHIP 24 SOUTH, RANGE 63 EAST, M.D.M., IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER (W1/4) CORNER OF SAID SECTION 30, A FOUND GLO BRASS CAP; THENCE NORTH 89°34'16" EAST 1883.09 FEET ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 30; THENCE NORTH 0°25'44" WEST 90.11 FEET TO A POINT ON THE SOUTHERLY LEASE LINE OF PHASE I, AREA 1, AS PER FILE 196, PAGE 69 OF SURVEYS, RECORDS OF SAID COUNTY; THENCE CONTINUING THENCE NORTH 0°25'44" WEST 10.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0°00'00" EAST 500.00 FEET; THENCE NORTH 90°00'00" EAST 500.00 FEET; THENCE SOUTH 0°00'00" EAST 500.00 FEET TO A POINT THAT IS 10.00 FEET DISTANCE FROM SAID SOUTHERLY LEASE LINE OF PHASE I, AREA 1; THENCE SOUTH 90°00'00" WEST 500.00 FEET PARALLEL TO SAID SOUTHERLY LEASE LINE OF PHASE I, AREA 1 TO THE POINT OF BEGINNING.

4. BLM Right of Way Grant No. N-93818

PARCEL 4B – GEN TIE EASEMENT 3000-WIDE BLM UTILITY CORRIDOR

A 150-FOOT WIDE EASEMENT FOR TRANSMISSION LINE, COMMUNICATION LINE AND ACCESS ROAD PURPOSES IN, OVER, UNDER AND UPON A PORTION OF SECTION 31 IN TOWNSHIP 24 SOUTH, RANGE 63 EAST, M.D.M., IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA, SAID EASEMENT IS 50.00 FEET WIDE WEST OF AND 100.00 FEET WIDE EAST OF THE FOLLOWING DESCRIBED CONTROL LINE:

COMMENCING AT A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION 30 FROM WHICH THE WEST QUARTER (1/4) CORNER OF SAID SECTION 30 BEARS SOUTH 89°34'16" WEST 2316.88 FEET; THENCE SOUTH 0°50'59" EAST 3509.66 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THE BUREAU OF LAND MANAGEMENT (BLM) 3000-FOOT WIDE UTILITY CORRIDOR, SAID POINT BEING THE POINT OF BEGINNING FOR SAID PARCEL 4B A 150-FOOT WIDE EASEMENT; THENCE SOUTH 0°50'59" EAST 773.51 FEET; THENCE SOUTH 5°09'34" WEST 1443.76 FEET; THENCE SOUTH 3°47'28" EAST 1398.61 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THE BUREAU OF LAND MANAGEMENT (BLM) 3000-FOOT WIDE UTILITY CORRIDOR, SAID POINT BEING THE POINT OF ENDING FOR SAID PARCEL 4B.

THE SIDE LINES OF SAID 150-FOOT WIDE EASEMENT TO BE PROLONGED OR SHORTEN TO MEET AT THE NORTHWESTERLY LINE OF THE 3000-FOOT WIDE BLM UTILITY CORRIDOR, AT THE SOUTHEASTERLY LINE OF THE 3000-FOOT WIDE BLM UTILITY CORRIDOR AND AT ANGLE POINT INTERSECTIONS.

PARCEL 8 – NORTH ACCESS ROAD EASEMENT 3000-FOOT WIDE BLM CORRIDOR

AN EASEMENT FOR ACCESS ROAD AND UTILITY PURPOSES OVER, UNDER AND UPON THE SOUTHWEST QUARTER (SW1/4) OF SECTION 15 AND THE SOUTHEAST QUARTER (SE1/4) OF SECTION 16, IN TOWNSHIP 24 SOUTH, RANGE 63 EAST, M.D.M., IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF A BUREAU OF LAND MANAGEMENT 3000-FOOT WIDE UTILITY CORRIDOR, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1025.00 FEET (RADIAL BEARINGS NORTH 25°04'41" WEST AND NORTH 9°38'41" EAST), FROM SAID POINT THE SECTION CORNER FOR SECTIONS 15, 16, 21 AND 22 A GLO BRASS CAP BEARS SOUTH 10°15'36" EAST 507.16 FEET; THENCE NORTHEASTERLY 621.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°43'22"; THENCE SOUTH 80°21'19" EAST 914.45 FEET TO THE WEST RIGHT-OF-WAY OF U.S. HIGHWAY 95 (400 FEET WIDE); THENCE SOUTH 9°38'00" WEST 50.00 FEET ALONG SAID RIGHT-OF-WAY; THENCE NORTH 80°21'19" WEST 914.46 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 975.00 FEET; THENCE SOUTHWESTERLY 713.20 FEET ALONG SAID CURVE THROUGH A

CENTRAL ANGLE OF 41°54'40" TO A POINT ON THE NORTHWESTERLY LINE OF A BUREAU OF LAND MANAGEMENT 3000-FOOT WIDE UTILITY CORRIDOR; THENCE NORTH 39°37'31" EAST 134.95 FEET ALONG SAID NORTHWESTERLY LINE TO THE POINT OF BEGINNING.

5. Future BLM Right-of-Way Grants issued to Boulder Solar II, LLC and Boulder Solar III, LLC

PARCEL 4B – GEN TIE EASEMENT 3000-WIDE BLM UTILITY CORRIDOR

A 150-FOOT WIDE EASEMENT FOR TRANSMISSION LINE, COMMUNICATION LINE AND ACCESS ROAD PURPOSES IN, OVER, UNDER AND UPON A PORTION OF SECTION 31 IN TOWNSHIP 24 SOUTH, RANGE 63 EAST, M.D.M., IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA, SAID EASEMENT IS 50.00 FEET WIDE WEST OF AND 100.00 FEET WIDE EAST OF THE FOLLOWING DESCRIBED CONTROL LINE:

COMMENCING AT A POINT ON THE EAST-WEST CENTERLINE OF SAID SECTION 30 FROM WHICH THE WEST QUARTER (1/4) CORNER OF SAID SECTION 30 BEARS SOUTH 89°34'16" WEST 2316.88 FEET; THENCE SOUTH 0°50'59" EAST 3509.66 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THE BUREAU OF LAND MANAGEMENT (BLM) 3000-FOOT WIDE UTILITY CORRIDOR, SAID POINT BEING THE POINT OF BEGINNING FOR SAID PARCEL 4B A 150-FOOT WIDE EASEMENT; THENCE SOUTH 0°50'59" EAST 773.51 FEET; THENCE SOUTH 5°09'34" WEST 1443.76 FEET; THENCE SOUTH 3°47'28" EAST 1398.61 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THE BUREAU OF LAND MANAGEMENT (BLM) 3000-FOOT WIDE UTILITY CORRIDOR, SAID POINT BEING THE POINT OF ENDING FOR SAID PARCEL 4B.

THE SIDE LINES OF SAID 150-FOOT WIDE EASEMENT TO BE PROLONGED OR SHORTEN TO MEET AT THE NORTHWESTERLY LINE OF THE 3000-FOOT WIDE BLM UTILITY CORRIDOR, AT THE SOUTHEASTERLY LINE OF THE 3000-FOOT WIDE BLM UTILITY CORRIDOR AND AT ANGLE POINT INTERSECTIONS.

PARCEL 8 – NORTH ACCESS ROAD EASEMENT 3000-FOOT WIDE BLM CORRIDOR

AN EASEMENT FOR ACCESS ROAD AND UTILITY PURPOSES OVER, UNDER AND UPON THE SOUTHWEST QUARTER (SW1/4) OF SECTION 15 AND THE SOUTHEAST QUARTER (SE1/4) OF SECTION 16, IN TOWNSHIP 24 SOUTH, RANGE 63 EAST, M.D.M., IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHWESTERLY LINE OF A BUREAU OF LAND MANAGEMENT 3000-FOOT WIDE UTILITY CORRIDOR, SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1025.00 FEET (RADIAL BEARINGS NORTH 25°04'41" WEST AND NORTH 9°38'41" EAST), FROM SAID POINT THE SECTION CORNER FOR SECTIONS 15, 16, 21 AND 22 A GLO

BRASS CAP BEARS SOUTH 10°15'36" EAST 507.16 FEET; THENCE NORTHEASTERLY 621.18 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 34°43'22"; THENCE SOUTH 80°21'19" EAST 914.45 FEET TO THE WEST RIGHT-OF-WAY OF U.S. HIGHWAY 95 (400 FEET WIDE); THENCE SOUTH 9°38'00" WEST 50.00 FEET ALONG SAID RIGHT-OF-WAY; THENCE NORTH 80°21'19" WEST 914.46 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 975.00 FEET; THENCE SOUTHWESTERLY 713.20 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°54'40" TO A POINT ON THE NORTHWESTERLY LINE OF A BUREAU OF LAND MANAGEMENT 3000-FOOT WIDE UTILITY CORRIDOR; THENCE NORTH 39°37'31" EAST 134.95 FEET ALONG SAID NORTHWESTERLY LINE TO THE POINT OF BEGINNING.

6. Temporary Construction License; Instrument No. 20160401-0002894

PARCEL 12 – TEMPORARY EASEMENT FACILITIES AREA (LAYDOWN AREA)

AN EASEMENT OVER, UNDER AND UPON A PORTION OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 29 IN TOWNSHIP 24 SOUTH, RANGE 63 EAST, M.D.M., IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE QUARTER (1/4) CORNER FOR SECTION 29 AND SECTION 30 BEARS SOUTH 72°14'20" WEST 1411.70 FEET; THENCE NORTH 0°15'03" WEST 294.53 FEET; THENCE NORTH 90°00'00" EAST 838.53 FEET; THENCE SOUTH 0°00'00" EAST 171.58 FEET; THENCE SOUTH 81°38'45" WEST 846.22 FEET TO THE POINT OF BEGINNING.

PARCEL 13 – TEMPORARY EASEMENT POND AREA

AN EASEMENT OVER, UNDER AND UPON A PORTION OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 29 IN TOWNSHIP 24 SOUTH, RANGE 63 EAST, M.D.M., IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE QUARTER (1/4) CORNER FOR SECTION 29 AND SECTION 30 BEARS SOUTH 75°36'10" WEST 2285.95 FEET; THENCE NORTH 0°00'00" WEST 169.28 FEET; THENCE NORTH 90°00'00" EAST 135.00 FEET; THENCE SOUTH 0°00'00" EAST 149.10 FEET; THENCE SOUTH 81°29'54" WEST 136.50 FEET TO THE POINT OF BEGINNING.

PARCEL 14 – BORROW AREA #1

AN EASEMENT OVER, UNDER AND UPON A PORTION OF THE WEST HALF (W1/2) OF THE NORTHWEST QUARTER (NW1/4) OF SECTION 30 IN TOWNSHIP 24 SOUTH, RANGE 63 EAST, M.D.M., IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE QUARTER (1/4) CORNER FOR SECTION 25, TOWNSHIP 24 SOUTH, RANGE 62 EAST, M.D.M. AND SECTION 30, TOWNSHIP 24 SOUTH, RANGE 63 EAST, M.D.M., BEARS SOUTH 25°11'23" WEST 634.91 FEET; THENCE NORTH 10°22'01" EAST 1374.70 FEET; THENCE NORTH 40°56'37" EAST 209.12 FEET; THENCE SOUTH 0°00'00" EAST 1520.17 FEET; THENCE NORTH 88°31'02" WEST 384.55 FEET TO THE POINT OF BEGINNING.

PARCEL 15 – BORROW AREA #2

AN EASEMENT OVER, UNDER AND UPON A PORTION OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 19 AND THE NORTHWEST QUARTER (NW1/4) OF SECTION 30 IN TOWNSHIP 24 SOUTH, RANGE 63 EAST, M.D.M., IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE COMMON CORNER FOR SECTION 24 AND SECTION 25, TOWNSHIP 24 SOUTH, RANGE 62 EAST, M.D.M. AND SECTION 19 AND SECTION 30, TOWNSHIP 24 SOUTH, RANGE 63 EAST, M.D.M., BEARS NORTH 68°48'31" WEST 669.95 FEET; THENCE NORTH 10°22'01" EAST 2169.18 FEET; THENCE NORTH 90°00'00" EAST 4.51 FEET; THENCE SOUTH 0°00'00" EAST 2143.77 FEET; THENCE NORTH 88°32'57" WEST 394.99 FEET TO THE POINT OF BEGINNING.

PARCEL 16 – BORROW AREA #3

AN EASEMENT OVER, UNDER AND UPON A PORTION OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 19 AND THE NORTHEAST QUARTER (NE1/4) OF SECTION 30 IN TOWNSHIP 24 SOUTH, RANGE 63 EAST, M.D.M., IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHICH THE QUARTER (1/4) CORNER FOR SECTION 29 AND SECTION 30 BEARS SOUTH 43°04'07" EAST 424.74 FEET; THENCE SOUTH 77°08'49" WEST 283.48 FEET; THENCE NORTH 0°00'00" EAST 3257.33 FEET; THENCE SOUTH 4°56'42" EAST 3206.20 FEET TO THE POINT OF BEGINNING.

EXHIBIT I

Interconnection Co-Tenancy Provisions

The following provisions are a part of the Interconnection Agreement and all references below to the LGIA shall mean the Interconnection Agreement:

- a. The Interconnection Customer's rights and obligations under this Amended and Restated Large Generator Interconnection Agreement ("LGIA") and certain of the Interconnection Customer's Interconnection Facilities shall be held by Boulder Solar Power, LLC, Boulder Solar II, LLC, and Boulder Solar III, LLC (each, a "Co-Tenant") as tenants-in-common and who together comprise the Interconnection Customer under this LGIA. One Co-Tenant, Boulder Solar Power, L LC owns the Phase 1 Generating Facility and Boulder Solar II, LLC, another Co-Tenant, owns the Phase 2 Generating Facility, and Boulder Solar III, LLC, the final Co-Tenant, owns the Phase 3 Generating Facility.
- b. Each Co-Tenant shall be jointly and severally liable for all liabilities and obligations of the Interconnection Customer under this LGIA, including all affirmative covenants and all monetary obligations, the latter of which includes the financing of all Interconnection Facilities that are required to be financed by the Interconnection Customer in order to accommodate the interconnection of Phase 1, Phase 2, and Phase 3.
- c. There shall be no more than three Co-Tenants comprising the Interconnection Customer, and neither Interconnection Customer nor any Co-Tenant may further subdivide in any manner or form its interests in this LGIA. Interconnection Customer acknowledges that the administrative burden to the Transmission Provider to administer this LGIA would be excessive if the Interconnection Customer or a Co-Tenant were to further subdivide its interests in this LGIA in violation of this clause (c) of Appendix C of this LGIA and any such action would be considered a Breach and, if not cured pursuant to Article 17 of this LGIA, a Default under Article 17 of this LGIA, entitling the Transmission Provider to terminate this LGIA in accordance with such Article 17. The Parties acknowledge that Interconnection Customer and each Co-Tenant may assign its rights in the Interconnection Customer's Interconnection Facilities and this LGIA for collateral security purposes in accordance with Article 19 of this LGIA.
- d. No Co-Tenant may assign its interests as tenant-in-common in the Interconnection Customer's Interconnection Facilities or any of its other rights and obligations under this LGIA independently of its interest in the Phase 1, Phase 2, or Phase 3. Subject to the foregoing, and subject to the limitations in clause (c) of Appendix C of this LGIA, Interconnection Customer may assign its rights and obligations under this LGIA, and each Co-Tenant may assign its rights and obligations under this LGIA, in accordance with Article 19 of this LGIA, provided that such assignment does not result in an increase in the number of Co-Tenants

- e. The Co-Tenants shall appoint a manager/director to serve as the Interconnection Customer's authorized agent and representative for purposes of administering this LGIA (the "Manager"). The Co-Tenants hereby appoint Boulder Solar Power, LLC as the Manager. The Manager's contact information is as set forth in Appendix F. The Interconnection Customer may change the Manager or Manager's contact information by delivering written notice of such change to the Transmission Provider not less than five Business Days prior to the effective date of the change in accordance with Notices in Appendix F.

The Manager will be a single point of contact for the Transmission Provider and will represent Interconnection Customer for notice purposes and all other communications between and among the Transmission Provider and Interconnection Customer. All payments, insurance and security to be provided by the Interconnection Customer to the Transmission Provider pursuant to this LGIA shall be provided only by the Manager on behalf of both Co-Tenants, and any invoices or refunds due to the Interconnection Customer by the Transmission Provider shall be made only to the Manager on behalf of both Co-Tenants. The Manager shall bear all responsibility for disseminating notices, communications and all interactions among the Co-Tenants, and each Co-Tenant hereby waives any right to individual notice or communication from the Transmission Provider. The Transmission Provider will not be obligated to act on any instructions from a Co-Tenant (except to the extent that such Co-Tenant is acting as the Manager). The Manager's actions and representations to the Transmission Provider shall be binding upon the Interconnection Customer and each Co-Tenant. Interconnection Customer and each individual Co-Tenant shall be jointly and severally liable and responsible for the Manager's actions taken in connection with this LGIA.

- f. Each of the Co-Tenants shall, no later than January 30, 2016, enter into a Large Generator Interconnection Agreement Co-Tenancy Agreement or a Shared Facilities Agreement ("Co-Tenancy Agreement") governing the liabilities and obligations of the Interconnection Customer and Manager under this LGIA and the rights and responsibilities of each Co-Tenant with respect to the other Co-Tenants under the Co-Tenancy Agreement. The Co-Tenancy Agreement must, at a minimum, address the following matters: procedures for appointment, removal and replacement of the Manager; curtailment procedures and priorities; operation, maintenance, and repair of Interconnection Customer Interconnection Facilities; insurance; indemnification among Co-Tenants and Manager; assignment of the Co-Tenancy Agreement; and all other matters expressly set forth in Section 2 of Appendix C of this LGIA. Interconnection Customer shall provide a draft of the Co-Tenancy Agreement for Transmission Provider review and comment before filing the agreement with FERC.

A copy of the Co-Tenancy Agreement shall be provided to the Transmission Provider upon execution of the Co-Tenancy Agreement. Any subsequent changes to the Co-Tenancy Agreement shall be provided to the Transmission Provider. The Interconnection Customer shall include with its delivery of the Co-Tenancy Agreement or any subsequent amendment to the Co-Tenancy Agreement a

certification by the Interconnection Customer that the Co-Tenancy Agreement or amendment thereto complies with the terms of Section 2 of Appendix C of this LGIA.

In the event of a conflict between the terms of this LGIA and the terms of the Co-Tenancy Agreement, the terms of this LGIA shall govern.

- g. The Parties agree that, for the purposes of this LGIA, the entire 200 MW net generating capacity comprised of Phase 1, Phase 2, and Phase 3 shall be considered to be a single Generating Facility. Except as otherwise set forth in this LGIA, no Co-Tenant may have any expectation that the Transmission Provider will treat any portion of Phase 1, Phase 2, or Phase 3 as a stand-alone Large Generating Facility or differently from any other portion of the Generating Facility. Co-Tenants shall act as a single entity in undertaking the obligations of Interconnection Customer under this LGIA. The Transmission Provider shall treat all Co-Tenants comprising the Interconnection Customer as a single entity under this LGIA and bear no obligation or responsibility to any individual Co-Tenant separately from any other Co-Tenant. Interconnection Customer's obligation to perform its obligations under this LGIA shall not be excused by reason of the Co-Tenants' failure to agree with respect to any obligation of the Interconnection Customer. Notwithstanding the foregoing, this clause (g) is not intended by the Parties to preclude any separate agreement between the Co-Tenants regarding this LGIA.
- h. The Parties hereby agree that, in the event Boulder Solar Power, LLC fails to meet any of Milestones for Phase 2 or for Phase 3 as set forth in Appendix B, as may be amended, then Boulder Solar II, LLC or Boulder Solar III, LLC shall have the right to extend the Milestone for the Phase 2 or Phase 3 Commercial Operation Date and all Milestones prior and subsequent to the Milestone for Commercial Operation Date shall be extended commensurate with any extension of the Milestone for the Phase 2 or Phase 3 Commercial Operation Date, and no Breach or Default shall exist under this LGIA with respect to such failure. Subject to the foregoing, in the event Boulder Solar II, LLC fails to meet the Milestones for Phase 2 or in the event Boulder Solar III, LLC fails to meet the Milestones for Phase 3 set forth in Appendix B, and such failure results in a Default, the Interconnection Customer may cure the Default pursuant to Article 17 of this LGIA. If the Default is not cured, the remedy for such Default shall be as follows: the definition of the Generating Facility and the description of the Generating Facility Capacity for the plant total set forth in Appendix A hereto and this Appendix C shall be deemed to be revised to consist only of the phases that are in good standing of this LGIA and the Generating Facility Capacity will be reduced to no longer include the LLC that was not able to cure their Default.

EXHIBIT J

Initial Land Matters

1. Intentionally Omitted.
2. (a) Unpatented mining claims, (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the matters excepted under (a), (b) or (c) are shown by the public records, .
3. Intentionally Omitted. .
4. Intentionally Omitted.
5. Intentionally deleted.
6. Intentionally Omitted.
7. Intentionally Omitted.
8. Intentionally Omitted. .
9. Intentionally Deleted.
10. Intentionally Deleted.
11. Terms, Covenants, Conditions, Restrictions, Easements and Provisions in that certain instrument entitled Mead-Phoenix Transmission Line Agreement with State of Nevada for Crossing Certain Roads, recorded October 9, 1993 in Book 931008 as Document No. 00741 of Official Records.

Affects: Parcels 3 and 8

As affected by that letter from the Los Angeles Department of Water and Power dated March 15, 2016 and the terms and conditions therein.

12. Intentionally Deleted.
13. Intentionally Deleted.
14. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.

In Favor Of	El Dorado Energy, LLC, a Delaware limited liability company
For	ingress and egress
Recorded	May 11, 1998
Book No.	980511
Document No.	01113, of Official Records.

Affects: Parcel 5

15. Intentionally Deleted.
16. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.

In Favor Of	Nevada Division Central Telephone Company, a Delaware Corporation d/b/a Sprint
For	Telephone/communication system(s)
Recorded	July 22, 1998
Book No.	980722
Document No.	00703, of Official Records.

Said easement was modified by Supplemental to Grant of Easement, recorded July 20, 2007 in Book 20070720 as Document No. 0003231 of Official Records

Affects: Parcel 5

17. Reservations, easements and exclusions contained in the following documents identified in that certain patent from the United States of America recorded August 28, 1998 in Book 980828 as Document No. 2316 of Official Records which documents were also identified in that certain instrument entitled "Grant, Bargain, Sale Deed", recorded July 10, 1995 in Book 950710 as Document No. 00559, of Official Records:

Reserving and Excepting to the United States:

- 1) A right of way thereon for ditches or canals constructed by the authority of the United States Act of August 30, 1890 (43 U.S.C. 945).

Affects: All Parcels

- 2) Certain rights-of-way corridors for transportation and public utilities as set forth in the patent.

Affects: Parcels 4 and 8

- 3) Those rights for power transmission line purposes granted to the Department of Energy, its successors and assigns, by right-of-way No. 56872, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761).

Affects: Parcel 4

As affected by that letter from the Department of Energy to Boulder Solar Power, LLC, stamped January 11, 2016 and the terms and conditions therein.

Said Patent is subject to:

a. Those rights for power transmission line purposes granted to the City of Los Angeles, its successor or assigns by right-of-way No. NVCC-018367 pursuant to the Act of December 21, 1928 (43 U.S.C. 617D).

Affects: Parcel 4 and 8.

As affected by that letter from the Los Angeles Department of Water and Power dated March 15, 2016 and the terms and conditions therein.

b. Intentionally Deleted.

c. Those rights for power transmission line purposes granted to the City of Los Angeles, its successors or assigns, by right-of-way No. NVCC-020824, pursuant to the Act of December 21, 1928 (43 U.S.C. 617D).

Affects Parcels 4 and 8

As affected by that letter from the Los Angeles Department of Water and Power dated March 15, 2016 and the terms and conditions therein.

d. Those rights for gas pipeline purposes granted to Southwest Gas Corporation, its successors or assigns, by right-of-way No. Nev-043646, pursuant to the Act of February 25, 1920 (30 U.S.C. 185 Sec 28).

Affects Parcels 1, 2, 7 and 9

As affected by that Crossing License from the Southwest Gas Corporation recorded March 8, 2016 as Document No. 20160308-0001053, and March 17, 2016 as Document No. 20160317-0002494, of Official records and the terms and conditions therein.

e. Intentionally Deleted.

f. Intentionally Deleted.

g. Those rights for power switching station and road purposes granted to the City of Los Angeles, its successors or assigns, by right-of-way No. N-2763, pursuant to the Act of March 4, 1922 (43 U.S.C. 961).

Affects Parcel 5

As affected by that letter from the Los Angeles Department of Water and Power dated March 15, 2016 and the terms and conditions therein.

h. Intentionally Deleted.

i. Those rights for gas pipeline purposes, granted to Southwest Gas Corporation, its successors or assigns, by right-of-way No. N-7841 pursuant to the Act of February 25, 1920 (30 U.S.C. 185 Sec 28).

Affects Parcels 7 and 9

As affected by that Crossing License from the Southwest Gas Corporation recorded March 8, 2016 as Document No. 20160308-0001053 and March 17, 2016 as Document No. 20160317-0002494, of Official records and the terms and conditions therein.

j. Those rights for power switching station, power transmission line and road purposes granted to Los Angeles Department of Water and Power, its successors or assigns, by right-of-way No. N-46054. pursuant to the Act of October 21, 1976 (43 U.S.C. 1761).

Affects Parcels 3 and 8

As affected by that letter from the Los Angeles Department of Water and Power dated March 15, 2016 and the terms and conditions therein.

k. Those rights for gas pipeline purposes, granted to Southwest Gas Corporation, its successors or assigns, by right-of-way No. N-54045, pursuant to the Act of February 25, 1920 (30 U.S.C. 185).

Affects Parcels 7 and 9

As affected by that Crossing License from the Southwest Gas Corporation recorded March 8, 2016 as Document No. 20160308-0001053 and March 17, 2016 as Document No. 20160317-0002494, of Official records and the terms and conditions therein.

18. Terms, Covenants, Conditions, Restrictions, Easements and Provisions in that certain instrument entitled Mead-Phoenix Project License, executed by the United States Department of Energy Western Area Power

Administration and recorded June 1, 2000 in Book 20000601 as Document No. 01072 of Official Records.

As affected by the license for construction purposes granted by the Department of Energy in a letter dated October 14, 2015 and as affected by that letter from the Department of Energy to Boulder Solar Power, LLC, stamped January 11, 2016.

Affects: Parcels 3 and 8

19. Intentionally Deleted.
20. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.

In Favor Of The City of Boulder City
For waterline purposes
Recorded March 24, 2004
Book No. 20040324
Document No. 004128, of Official Records.

Affects: Parcel 5

21. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.

In Favor Of IXE Long Distance Inc.
For Fiber Optic Line
Recorded June 4, 2004
Book No. 20040604
Document No. 0004203, of Official Records.

Affects: Parcel 5

22. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.

In Favor Of Nevada Solar One, LLC
For road access from US Route No. 95
Recorded May 12, 2006
Book No. 20060512
Document No. 0002760, of Official Records.

Said easement was amended and supplemented by instrument recorded July 12, 2007 in Book 20070712 as Document No. 004656 of Official Records

Affects: Parcel 5

23. Terms, Covenants, Conditions, Restrictions, Easements and Provisions in that certain instrument entitled Public Utility Easement Dedication, Resolution No. 4821 of the City Council of Boulder City, Nevada Accepting the dedication of a Public Utility Easement along and parallel with the Centerline of Eldorado Valley Drive recorded August 30, 2006 in Book 20060830 as Document No. 0002749 of Official Records.

Affects: Parcel 5

24. Terms, Covenants, Conditions, Restrictions, Easements and Provisions in that certain instrument entitled City of Boulder City, Nevada Right of Entry Agreement Granted to

Solargenix Energy, LLC, recorded November 1, 2006 in Book 20061101 as Document No. 0005499 of Official Records.

An Assignment of Rights of Entry, executed by Solargenix Energy, LLC, a North Carolina limited liability company, and assigned to Nevada Solar One, LLC, a Delaware limited liability company by instrument recorded July 20, 2007 in Book 20070720 as Document No. 0003228 of Official Records.

Said Agreement was modified by First Amendment to City of Boulder City, Nevada Right of Entry Agreement Granted to Solargenix Energy, LLC by instrument recorded July 20, 2007 in Book 20070720 as Document No. 0003229 of Official Records.

A Non-Exclusive Assignment of Rights of Entry, executed by Nevada Solar One, LLC, a Delaware limited liability company and Nevada Power Company, a Nevada corporation, as Assignee, by instrument recorded July 20, 2007 in Book 20070720 as Document No. 0003230 of Official Records

Affects: Parcel 5

25. Intentionally Deleted.
26. Intentionally Deleted.
27. Intentionally Deleted.
28. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.

In Favor Of	Nevada Solar One, LLC, a Delaware limited liability company
For	unobstructed sunlight
Recorded	July 20, 2007
Book No.	20070720
Document No.	0003233, of Official Records.

Affects: Parcels 3, 4 and 5

29. Intentionally Deleted.
30. Intentionally Deleted.
31. Intentionally Deleted.
32. Intentionally Deleted.
33. Intentionally Deleted.
34. Intentionally Deleted.

35. Intentionally Deleted.
36. Terms and Provisions in that certain instrument entitled Ordinance No. 1374 Approving Amendment No. 06-1104A an Amendment to Option Agreement No. 06-1104 Between the City of Boulder City and Solargenix Energy, LLC now known as Acciona Solar Power Inc to Identify New Territory Within the Energy Zone to be the Subject of the Option, recorded September 22, 2009 as Document No. 200909220000071 of Official Records.
- Affects: Parcel 5
37. Intentionally Deleted.
38. Intentionally Deleted.
39. A leasehold as created by that certain Lease Agreement No. 09-1260 dated June 16, 2009, by and between City of Boulder City, a Nevada municipal corporation as lessor, and Boulder City Solar, LLC, a Delaware limited liability company as lessee, adopted as Ordinance No. 1384, which was recorded May 13, 2010 as Document No. 201005130001065 of Official Records;

An unrecorded Amendment No. 09-1260A, Amendment to Lease Agreement No. 09-1260, dated July 1, 2010, by and between City of Boulder City, a Nevada municipal corporation as lessor and Boulder City Solar, LLC, a Delaware limited liability company as lessee, adopted as Ordinance No. 1418;

And as amended and restated by an Agreement No. 09-1260B, Amendment to Lease Agreement (with Option), dated May 10, 2011, by and between City of Boulder City, a Nevada municipal corporation as lessor, and Boulder City Solar, LLC, a Delaware limited liability company as lessee, adopted as Ordinance No. 1646, which is disclosed of record by a Memorandum of Amendment to Lease Agreement (with Option), recorded December 14, 2011 as Document No. 201112140003001, of Official Records;

And as amended by Agreement No. 09-1260C, Third Amendment to Lease Agreement, adopted February 26, 2013 and dated March 6, 2013, by and between City of Boulder City, a Nevada municipal corporation as lessor, and Copper Mountain Solar 2, LLC, a Delaware limited liability company as lessee, which is disclosed of record by a Memorandum of Amendment to Lease Agreement, recorded March 27, 2013 as Document No. 201303270000381, of Official Records;

And as amended by Agreement No. 09-1260D, Fourth Amendment to Lease Agreement, dated April 9, 2013, by and between City of Boulder City, a Nevada municipal corporation as lessor, and Copper Mountain Solar 2, LLC, a Delaware limited liability company as lessee, which is disclosed of record by a Memorandum of Amendment to Lease Agreement, recorded April 18, 2013 as Document No. 201304180003417, of Official Records

Affects: Parcel 5

40. Terms, Covenants, Conditions, Restrictions, and Provisions in that certain instrument entitled Ordinance No. 1413 to Approve Agreement No. 10-1328 between the City of Boulder City and Boulder City Solar, LLC to Grant Use of a Public Utility Easement along Eldorado Valley Drive for Electric Transmission Purposes, recorded May 18, 2011 as Document No. 201105180000988 of Official Records.

Affects: Parcel 5

41. Intentionally Deleted.

42. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.

In Favor Of	Copper Mountain Solar 1, LLC, a Delaware limited liability company
For	a non-exclusive easement for vehicular and pedestrian ingress and egress together with the construction and maintenance of same
Recorded	October 14, 2011
Document No.	201110140000012, of Official Records

Affects Parcels 5

43. Intentionally Deleted.

44. Covenants, Conditions, Easements and Restrictions in that certain instrument entitled "Grant of Easement for Collection of Solar Energy", recorded December 16, 2011 as Document No. 201112160001494 of Official Records

Affects Parcel 5

45. MORTGAGE: A Restated Mortgage and Security Agreement to secure an indebtedness of the amount stated herein, and any other amounts payable under the terms thereof.

Dated	October 1, 2011
Amount	\$75,000,000.00
Mortgagor	Valley Electric Transmission Association, LLC
Mortgagee	National Rural Utilities Cooperative Finance Corporation
Recorded	December 15, 2011
Document No.	201112150001707, of Official Records

Affects a security interest in the assets and rights of the Mortgagor in said land and other land whether by easement(s) or license(s).

Said Mortgage was amended and restated by instrument recorded June 18, 2012 as Instrument No. 201206180001152 of Official Records

Said Mortgage was amended and restated by instrument recorded May 16, 2013 as Instrument No. 201305160004654 of Official Records

Financing Statement	As additional security for the above Mortgage
Debtor	Valley Electric Transmission Association
Secured Party	National Rural Utilities Cooperative Finance Corporation
Recorded	December 15, 2011
Document No.	2011121500001708, of Office Records

Financing Statement	As additional security for the above Mortgage
Debtor	Valley Electric Transmission Association
Secured Party	National Rural Utilities Cooperative Finance Corporation
Recorded	June 20, 2012
Document No.	201206200000053, of Official Records

Affects Parcels 3 and 8

46. Intentionally Deleted.

47. Intentionally Deleted.

48. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.

In Favor Of	Copper Mountain Energy, LLC
For	vehicular and pedestrian ingress and egress and related purposes
Recorded	May 18, 2012
Document No.	201205180003239, of Official Records

Affects Parcels 5

49. FINANCING STATEMENT: The effect of a Financing Statement to secure an indebtedness of the amount stated herein and any other amounts as may become due under the terms and subject to the terms, covenants, conditions and requirements as contained and imposed therein.

Debtor	Valley Electric Transmission Association, LLC
Secured Party	National Rural Utilities Cooperative Finance Corporation
Recorded	June 20, 2012
Document No.	201206200000053, of Official Records

And by instrument recorded May 17, 2013 as Instrument No. 201305170001608 of Official Records.

Affects Parcels 3 and 8

50. An easement for the unobstructed passage and flux of solar energy and radiation over, across, through and above a portion of said land as delineated as "CMS2 Boulder City 750' Buffer Parcel V" in that certain Memorandum of Amendment to Lease, recorded April 18, 2013 as Instrument No. 201304180003417 of Official Records

Affects Parcel 5

51. Intentionally Deleted.
52. Intentionally Deleted.
53. LEASEHOLD DEED OF TRUST: A Deed of Trust to secure an indebtedness of the amount stated herein, and any other amounts payable under the terms thereof.

Dated	May 17, 2013
Trustor	Copper Mountain Solar 2, LLC, a Delaware limited liability company
Trustee	Stewart Title Company, a Texas corporation
Beneficiary	Union Bank, N.A. in its capability as Collateral Agent
Recorded	May 17, 2013
Document No.	201305170000825, of Official Records

Affects Parcel 5

54. Matters shown on ALTA/ACSM Land Title Survey dated October 27, 2015, last amended May 20, 2016 prepared by E. G. Radig, Inc., designated as Job No. 667.039.
55. Intentionally Deleted.
56. Intentionally Deleted.
57. CONSERVATION EASEMENT AND INTERLOCAL AGREEMENT as amended by AGREEMENT NO. 94-A313A and subject to the terms and conditions of the MANAGEMENT ACTON PLAN FOR THE BOULDER CITY CONSERVATION EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.

In Favor Of	County of Clark, Nevada
For	Desert Tortoise Conservation
Recorded	October 9, 2000
Book No.	20001009
Document No.	01362, of Official Records

As affected by the Request for Reserve Disturbance Permission from the Clark County Desert Conservation Program executed on October 30, 2015.

Affects: Parcels 3, 4, 5 and 8

58. Terms, Covenants, Conditions, Restrictions, Easements and Provisions in that certain instrument entitled Grant of Generation-Tie Easement, recorded December 16, 2011 as Document No. 201112160001493 of Official Records.

As affected by that certain Consent and Non-interference Agreement, executed by and between Copper Mountain Solar 2, LLC a Delaware limited liability company and Copper Mountain Solar 4, LLC, and recorded April 22, 2013 as Instrument No. 201304220001587 of Official Records

Affects Parcels 5

59. Terms, Covenants, Conditions, Restrictions, Easements and Provisions in that certain instrument entitled Development Agreement City of Boulder City, Nevada-Copper Mountain Solar 4, LLC Boulder City Ordinance Number 1545, recorded June 29, 2015 as Document No. 20150629-0002160, of Official Records.

Affects: Parcel 5

60. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.

In Favor Of	Copper Mountain Solar 4
For	Collection of Solar energy
Recorded	July 7, 2015
Document No.	20150707-0000905, of Official Records

Affects Parcel 5

61. An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.

In Favor Of	Copper Mountain Solar 4
For	Access over Eldorado Valley Drive
Recorded	July 7, 2015
Document No.	20150707-0000909, of Official Records

62. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.

In Favor Of	Copper Mountain Solar 4 LLC
For	Temporary Construction and Access Easement
Recorded	July 7, 2015

Document No. 20150707-0000911, of Official Records

Affects Parcel 5

- 63. Intentionally Deleted.
- 64. Intentionally Deleted.
- 65. Any lien, or right to a lien, for services, labor, or material arising from any on-going or recently completed works of improvement), heretofore or hereafter furnished, imposed by law and not shown by the Public Records. None shown of record.
- 66. Intentionally Deleted.
- 67. Intentionally Deleted.
- 68. Intentionally Deleted.
- 69. UNRECORDED EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.

In Favor Of	Valley Electric Association
For	100' Right of Way for power lines
Dated	March 10, 1995
Disclosed By	BLM Right of Way grant, Serial Number NVN-57100

And by Amendment dated January 4, 1999

As affected by that letter from Valley Electric Association dated February 3, 2016 and the terms and conditions therein.

Affects Parcels 3 and 8

- 70. Intentionally Deleted.
- 71. Intentionally Deleted.
- 72. Intentionally Deleted.
- 73. Intentionally Deleted.
- 74. Intentionally Deleted.
- 75. Intentionally Deleted.
- 76. Intentionally Deleted.

77. Terms and conditions shown in that Grant of Easement Agreement between the City of Boulder City and Boulder Solar Power, LLC, a Delaware limited liability company recorded December 1, 2015 as Document No. 20151201-0003554 and re-recorded April 1, 2016 as Document No. 20160401-0002523, Official Records.

Affects Parcels 7 and 9

A Partial Assignment of Grant of Easements Agreement recorded April 22, 2016 as Document No. 20160422-002462.

78. Terms and conditions shown in that Grant of Easement Agreement between the City of Boulder City and Boulder Solar Power, LLC, a Delaware limited liability company recorded December 9, 2015 as Document No. 20151209-0000657, Official Records.

As affected by that letter from Copper Mountain Solar 4, LLC dated February 1, 2016 and the terms and conditions therein.

Amended and Restated by instrument recorded January 28, 2016 as Document No. 20160128-0003668, Official Records.

Affects Parcels 3, 4 and 5

79. Intentionally deleted.

80. Right of Way granted by the Bureau of Land Management dated October 22, 2015 as NVN-93818, as amended.

Affects Parcel 4 and 8

81. The terms and conditions of that certain Grant of Easement Agreement between the City of Boulder City and Boulder Solar Power, LLC, a Delaware limited liability company recorded April 1, 2016 as Document No. 20160401-0002893, Official Records.

Affects Parcels 10 and 11

82. The terms and conditions of that certain Temporary Construction License Agreement between the City of Boulder City and Boulder Solar Power, LLC, a Delaware limited liability company recorded April 4, 2016 as Document No. 20160401-0002894, Official Records.

Affects Parcels 12 through 16

83. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.

In Favor Of
For
Recorded

Nevada Power Company
unrestricted passage of vehicles and pedestrians
April 26, 2016

Document No. 20160426-0003029, of Official Records

Affects Parcel 5

84. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.

In Favor Of Nevada Power Company
For above ground and/or underground communication facilities
and electric facilities

Recorded May 27, 2016
Document No. 20160527-0002079, of Official Records

Affects Parcel 9

85. EASEMENT: An easement affecting the portion of said land, and for the purposes stated herein, and incidental purposes.

In Favor Of Nevada Power Company
For above ground and/or underground communication facilities
and electric facilities

Recorded
Document No. Official Records
This will be shown as an exception on the policy only if it is recorded.

86. DEED OF TRUST: A Deed of Trust to secure an indebtedness of the amount stated herein, and any other amounts payable under the terms thereof. Dated

Dated
Amount \$160,000,000.00
Trustor Boulder Solar Power, LLC, a Delaware limited liability
company

Trustee Stewart Title Company

Beneficiary

Recorded

Book

Document No. , of Official Records

87. Memorandum of Shared Facilities Agreement No. 1 recorded * * as Document No. ** ,
Official Records.

Affects Parcels, 3, 4A, 4B, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16

First Amendment to Shared Facilities Agreement

[See attached]

Fees: \$26.00

N/C Fee: \$25.00

09/12/2016 09:39:41 AM

Receipt #: 2869453

Requestor:

STEWART TITLE LAS VEGAS WAR

Recorded By: SCHIABLE Pgs: 10

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 207-00-002-030; 207-00-002-035;
213-00-001-031

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

BOULDER SOLAR POWER, I.L.C
c/o SunPower Corporation
1414 Harbour Way South
Richmond, California 94804
Attn: Managing Director, Development

(Space Above this Line Reserved for Recorder's Use)

APNs: 207-00-002-030; 207-00-002-035; 213-00-001-031

**FIRST AMENDMENT TO SHARED FACILITIES AGREEMENT NO. 1 AND TO
MEMORANDUM OF SHARED FACILITIES AGREEMENT NO. 1**
[Boulder Solar Projects]

THIS FIRST AMENDMENT TO SHARED FACILITIES AGREEMENT NO. 1 AND TO MEMORANDUM OF SHARED FACILITIES AGREEMENT NO. 1 (this "Amendment") is dated as of the execution date below to be effective as of September 12, 2016 (the "Amendment Date"), by and among Boulder Solar Power, I.L.C, a Delaware limited liability company ("Phase 1"), Boulder Solar II, LLC, a Delaware limited liability company ("Phase 2") and Boulder Solar III, LLC, a Delaware limited liability company ("Phase 3") the foregoing parties may be referred to from time to time herein each separately as a "Co-Tenant" and collectively, as the "Co-Tenants". Boulder Solar Power, I.L.C is also a party in its capacity as the Manager under the Agreement (the Co-Tenants and Manager may be referred to collectively herein, as the "Parties," and each separately as a "Party").

RECITALS

A. All of the Parties entered into that certain unrecorded Shared Facilities Agreement No. 1 (the "Agreement") dated as of the June 7, 2016, a memorandum of which was recorded on June 7, 2016 as Instrument No. 20160607-0002300 in the Official Records of the Clark County Recorder (the "Memorandum").

B. The Agreement sets forth the Co-Tenants' respective rights and obligations regarding the joint design, procurement, development, construction, installation, ownership, use, maintenance, repair, replacement of, and additions to certain "Shared Facilities" and the joint use of certain "Shared Premises" described below, and contracts with Manager for the provision of certain limited services to be performed with respect to the Interconnection Agreement, the Shared Facilities and the Shared Premises, on the terms and conditions contained therein.

C. The Co-Tenants desire to amend the Agreement and the Memorandum to reflect additional Shared Premises and Shared Premises Agreements, as more particularly set forth below.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

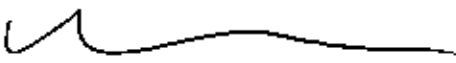
1. Defined Terms. Capitalized terms used and not defined herein shall have the meaning given to such terms in the Agreement and the Memorandum, respectively.
2. Amendments.
 - (a) Exhibits A and B to the Agreement and to the Memorandum are amended by adding to the Shared Premises Agreements the additional easement agreement described on Exhibit A attached hereto and by adding to the Shared Premises the real property described on Exhibit B attached hereto.
3. No Other Amendments. Except as amended by this Amendment, the Agreement and the Memorandum remain in full force and effect and without any amendment or modification.
4. Counterparts. This Amendment may be executed in a number of identical counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, notwithstanding that all of the Parties are not signatories to the original or to the same counterpart.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURES ON NEXT PAGE]

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

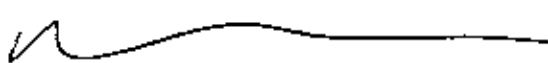
CO-TENANTS:

BOULDER SOLAR POWER, LLC,
a Delaware limited liability company


By: 
Name: Natalie Jackson
Title: President

MANAGER:

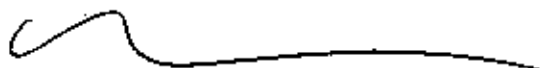
BOULDER SOLAR POWER, LLC,
a Delaware limited liability company

By: 
Name: Natalie Jackson
Title: President

BOULDER SOLAR II, LLC,
a Delaware limited liability company

By: 
Name: Natalie Jackson
Title: President

BOULDER SOLAR III, LLC
a Delaware limited liability company

By: 
Name: Natalie Jackson
Title: President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

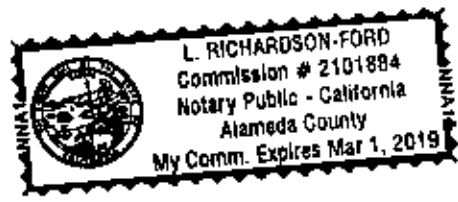
STATE OF CALIFORNIA)
COUNTY OF Contra Costa)

On Sept 1, 2016, before me, L Richardson-Ford, a Notary Public, personally appeared Natalie Jackson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

L Richardson-Ford
Name: L Richardson-Ford
Notary Public March 1, 2019



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

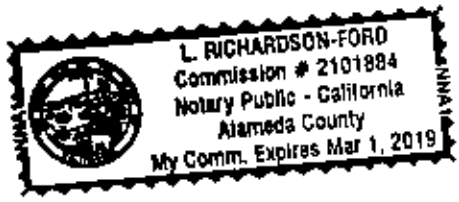
STATE OF CALIFORNIA)
COUNTY OF Contra Costa)

On Sept 1, 2016, before me, L. Richardson-Ford, a Notary Public, personally appeared Nefise Jackson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

L. Richardson-Ford
Name L. Richardson-Ford
Notary Public March 1, 2019



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF Contra Costa)

On Sept 1, 2016, before me, L. Richardson-Ford, a Notary Public, personally appeared Nafael J. Kesh, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

L. Richardson-Ford
Name L. Richardson-Ford
Notary Public Myced 1. 2019



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF Alameda)

On Sep 1, 2016, before me, L. Richardson-Ford, a Notary Public, personally appeared Rafael Jackson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

L. Richardson-Ford
Name: L. Richardson-Ford
Notary Public Noted 1, 2019

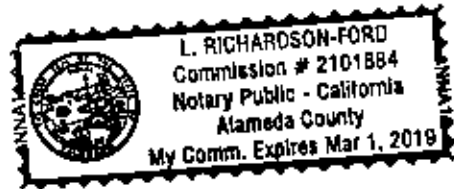


EXHIBIT A

Additional Shared Premises Agreements

Leases, Easements and Rights-of-Way

1. Grant of Easement Agreement (Boulder II Supplemental Easements) dated as of August 9, 2016, by and between the City of Boulder City, a Nevada municipal corporation, as Grantor, and Boulder Solar II, LLC, a Delaware limited liability company, as Grantee, recorded concurrently herewith in the Official Records of Clark County [*but excluding the "Powerline Easement" as described therein*].

EXHIBIT B

Legal Description of Additional Shared Premises

1. Grant of Easement Agreement (Boulder II Supplemental Easements)

PARCEL 18 - ACCESS TO SUBSTATION

AN EASEMENT FOR INGRESS AND EGRESS PURPOSES OVER A PORTION OF THE NORTH HALF (N1/2) OF SECTION 30, IN TOWNSHIP 24 SOUTH, RANGE 63 EAST, M.D.M., IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY BOUNDARY OF PHASE 1, AREA 1 AS PER MAP RECORDED IN FILE 196, PAGE 69 OF SURVEYS, IN THE OFFICE OF THE CLARK COUNTY RECORDER, FROM WHICH THE SOUTHEAST CORNER OF SAID PHASE 1, AREA 1 BEARS SOUTH 0°00'00" WEST 0.70 FEET; THENCE NORTH 90°00'00" WEST 2122.82 FEET; THENCE SOUTH 42°20'56" WEST 95.10 FEET; THENCE NORTH 90°00'00" WEST 64.89 FEET; THENCE SOUTH 42°20'57" WEST 52.98 FEET; THENCE NORTH 90°00'00" WEST 39.93 FEET TO THE SOUTHEAST CORNER OF THE BOULDER SOLAR POWER SUBSTATION; THENCE NORTH 90°00'00" WEST 500 FEET ALONG THE SOUTH LINE OF THE BOULDER SOLAR POWER SUBSTATION; THENCE NORTH 0°00'00" WEST 400.00 FEET ALONG THE WEST LINE OF THE BOULDER SOLAR POWER SUBSTATION; THENCE NORTH 90°00'00" EAST 500.00 FEET TO A POINT ON THE EAST LINE OF THE BOULDER SOLAR POWER SUBSTATION; THENCE SOUTH 0°00'00" EAST 334.87 FEET ALONG THE EAST LINE OF THE BOULDER SOLAR POWER SUBSTATION; THENCE NORTH 90°00'00" EAST 2273.43 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 60.00 FEET (RADIAL BEARINGS SOUTH 0°00'00" WEST AND SOUTH 7°53'33" EAST); THENCE NORTHEASTERLY 8.26 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 7°53'33"; THENCE NORTH 82°06'25" EAST 38.19 FEET; THENCE NORTH 77°08'20" EAST 4.73 FEET TO A POINT ON THE EASTERLY BOUNDARY OF PHASE 1, AREA 1 AS PER MAP RECORDED IN FILE 196, PAGE 69 OF SURVEYS; THENCE SOUTH 7°53'30" EAST 23.96 FEET ALONG SAID EASTERLY BOUNDARY; THENCE SOUTH 0°00'00" EAST 17.13 FEET ALONG SAID EASTERLY BOUNDARY TO THE POINT OF BEGINNING.

CONTAINS 6.64 ACRES.

THE BASIS OF BEARING FOR THIS DESCRIPTION IS GRID NORTH, AS DEFINED BY THE NEVADA STATE PLANE COORDINATE SYSTEM, EAST ZONE (2701), ALL DISTANCES SHOW IN THIS LEGAL DESCRIPTION ARE GROUND DISTANCES.

PARCEL 19 - O&M BUILDING ACCESS TO NORTH ACCESS ROAD

AN EASEMENT FOR INGRESS AND EGRESS PURPOSES OVER A PORTION OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 29, IN TOWNSHIP 24 SOUTH, RANGE 63 EAST, M.D.M., IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA DESCRIBED AS FOLLOWS:

Exhibit B

COMMENCING AT THE MOST EASTERLY SOUTH CORNER OF PHASE 1, AREA 2 AS PER MAP RECORDED IN FILE 196, PAGE 69 OF SURVEYS, IN THE OFFICE OF THE CLARK COUNTY RECORDER; THENCE NORTH 0°00'00" EAST 10.00 FEET ALONG THE EASTERLY BOUNDARY OF SAID PHASE 1, AREA 2; THENCE NORTH 90°00'00" WEST 10.00 FEET TO THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHEAST CORNER OF THE BOULDER SOLAR POWER OPERATIONS AND MAINTENANCE BUILDING AREA; THENCE NORTH 90°00'00" WEST 146.44 FEET ALONG THE SOUTH LINE OF THE BOULDER SOLAR POWER OPERATIONS AND MAINTENANCE BUILDING AREA; THENCE SOUTH 0°00'00" EAST 67.25 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 45.00 FEET (RADIAL BEARINGS SOUTH 90°00'00" WEST AND SOUTH 33°18'44" EAST); THENCE SOUTHEASTERLY 96.85 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 123°18'44"; THENCE SOUTH 56°41'11" WEST 131.63 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 45.00 FEET (RADIAL BEARINGS SOUTH 33°18'50" EAST AND NORTH 90°00'00" WEST); THENCE NORTHEASTERLY 44.52 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 56°41'10"; THENCE NORTH 0°00'00" EAST 139.54 FEET TO A POINT ON THE SOUTH LINE OF THE BOULDER SOLAR POWER OPERATIONS AND MAINTENANCE BUILDING AREA; THENCE NORTH 90°00'00" EAST 166.44 FEET ALONG THE SOUTH LINE OF THE BOULDER SOLAR POWER OPERATIONS AND MAINTENANCE BUILDING AREA TO THE POINT OF BEGINNING.

CONTAINS 5,018.00 SQUARE FEET.

THE BASIS OF BEARING FOR THIS DESCRIPTION IS GRID NORTH, AS DEFINED BY THE NEVADA STATE PLANE COORDINATE SYSTEM, EAST ZONE (2701), ALL DISTANCES SHOW IN THIS LEGAL DESCRIPTION ARE GROUND DISTANCES.

Exhibit B

Second Amendment to Shared Facilities Agreement

[See attached]

Fees: \$29.00

N/C Fee: \$25.00

12/12/2016 02:49:05 PM

Receipt #: 2952887

Requestor:

STEWART TITLE LAS VEGAS WAR

Recorded By: OSA Pgs: 13

DEBBIE CONWAY

CLARK COUNTY RECORDER

APN: 207-00-002-030; 207-00-002-035;
213-00-001-031

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

BOULDER SOLAR II, LLC
c/o SunPower Corporation
1414 Harbour Way South
Richmond, California 94804
Attn: Managing Director, Development

(Space Above this Line Reserved for Recorder's Use)

APNs: 207-00-002-030; 207-00-002-035; 213-00-001-031

**SECOND AMENDMENT TO SHARED FACILITIES AGREEMENT NO. 1 AND TO
MEMORANDUM OF SHARED FACILITIES AGREEMENT NO. 1**

[Boulder Solar Projects]

THIS SECOND AMENDMENT TO SHARED FACILITIES AGREEMENT NO. 1 AND TO MEMORANDUM OF SHARED FACILITIES AGREEMENT NO. 1 (this "Amendment") is dated as of the execution date below to be effective as of December 2, 2016 (the "Amendment Date"), by and among Boulder Solar Power, LLC, a Delaware limited liability company ("Phase 1"), Boulder Solar II, LLC, a Delaware limited liability company ("Phase 2") and Boulder Solar III, LLC, a Delaware limited liability company ("Phase 3") the foregoing parties may be referred to from time to time herein each separately as a "Co-Tenant" and collectively, as the "Co-Tenants". Boulder Solar Power, LLC is also a party in its capacity as the Manager under the Agreement (the Co-Tenants and Manager may be referred to collectively herein, as the "Parties," and each separately as a "Party").

RECITALS

A. All of the Parties entered into that certain unrecorded Shared Facilities Agreement No. 1 (the "Original Agreement") dated as of June 7, 2016, a memorandum of which was recorded on June 7, 2016 as Instrument No. 20160607-0002300 in the Official Records of the Clark County Recorder (the "Original Memorandum").

B. The Parties amended the Original Agreement and the Original Memorandum by entering into that certain First Amendment to Shared Facilities Agreement No. 1 and to Memorandum of Shared Facilities Agreement No. 1 dated as of September 12, 2016 and recorded on September 12, 2016 as Instrument No. 20160912-0000905 in the Official Records of the Clark County Recorder (the "First Amendment"). The Original Agreement and the Original Memorandum as amended by the First Amendment are referred to herein respectively as the "Agreement" and the "Memorandum".

C. The Agreement sets forth the Co-Tenants' respective rights and obligations regarding the joint design, procurement, development, construction, installation, ownership, use, maintenance, repair, replacement of, and additions to certain "Shared Facilities" and the joint use of certain "Shared Premises" as described more particularly therein, and contracts with Manager for the

provision of certain limited services to be performed with respect to the Interconnection Agreement, the Shared Facilities and the Shared Premises, on the terms and conditions contained therein.

D. The Co-Tenants are parties to that certain Grant of Easement Agreement by and between the City of Boulder City, as Grantor, and the Co-Tenants, collectively as Grantee, dated March 29, 2016 and recorded as Instrument No. 20160401-0002893 in the Official Records of Clark County, Nevada (the "O&M Easement"), which O&M Easement grants to the Co-Tenants certain non-exclusive easements and rights to use the real property described therein (the "O&M Parcel") for the operation and maintenance of their respective Projects, including the installation of one or more operations and maintenance buildings or facilities.

E. The Co-Tenants desire to amend the Agreement and the Memorandum to reflect changes to the rights of Phase 2 and Phase 3 to utilize the operations and maintenance facilities installed by Phase 1 upon the O&M Parcel and to reflect their agreement regarding the use of the O&M Parcel, as more particularly set forth in this Amendment.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Defined Terms. Capitalized terms used and not defined herein shall have the meaning given to such terms in the Agreement and the Memorandum, respectively.

2. Amendments.

(a) A new Section 6.21 is added to the Agreement to read in full as follows:

6.21 Limitations on Use of Phase 1 O&M Facilities and O&M Parcel. Notwithstanding anything to the contrary in the Agreement and the Memorandum or in that certain Grant of Easement Agreement by and between the City of Boulder City, as Grantor, and the Co-Tenants, collectively as Grantee, dated March 29, 2016 and recorded as Instrument No. 20160401-0002893 in the Official Records of Clark County, Nevada (the "O&M Easement"), the operations and maintenance building and related facilities installed by Phase 1 (the "Phase 1 O&M Facilities") upon the parcel of land encumbered by the O&M Easement (the "O&M Parcel") is a Project Specific Asset of Phase 1 and neither Phase 2 nor Phase 3 nor any of their successors or assigns shall have the right to utilize the Phase 1 O&M Facilities, except as follows:

(i) Subject in all respects to the requirements of Section 3.6.1 and Section 6.1, Phase 2 shall have the right to use the Phase 1 O&M Facilities, including the telecommunications communications or monitoring equipment installed by Phase 2 therein, until December 31, 2017, following which Phase 2 shall have no further right to use the Phase 1 O&M Facilities except as provided in subparagraphs (ii) and (iii) below. Phase 2 shall discontinue its use of the Phase 1 O&M Facilities, and shall remove all of

its own telecommunications or monitoring equipment therefrom, by no later than December 31, 2017. During its use of the Phase 1 O&M Facilities, Phase 2 shall comply with Phase 1's reasonable rules and restrictions that are intended to maintain the confidentiality of Phase 1's operations and related data and information, including limiting its access to a separate locked control room that is designated for Phase 2's use and to common areas within the Phase 1 O&M Facilities including the lobby area and bathrooms.

(ii) Subject in all respects to the requirements of Section 3.6.1 and Section 6.1, Phase 2 shall have the right, but not the obligation, to install, construct, use, operate, maintain, improve, relocate and remove its own operations and maintenance building or facility, including related fiber optic cables and other telecommunications equipment and devices (collectively, "Phase 2 O&M Facilities") within the portion of the O&M Parcel designated as the "Phase 2 O&M Area" on Exhibit C-2 attached to the Agreement (the "Phase 2 O&M Area"), all at Phase 2's sole cost and expense. Any such Phase 2 O&M Facilities installed by Phase 2 upon or within the Phase 2 O&M Area shall constitute a Project Specific Asset of Phase 2 and shall not constitute Shared Facilities.

(iii) Phase 2 shall have the right to use, on a non-reserved basis, the parking areas and driveways located on the O&M Parcel for vehicle access and parking for Phase 2's or its Project's operator's employees and contractors. Phase 2 shall be obligated to repair any material damage caused by the use of such parking areas and driveways by Phase 2's or its Project's operator's employees and contractors.

(iv) For sake of clarity, Phase 3 has and shall have no rights to use the Phase 1 O&M Facilities, Phase 2 O&M Facilities or any portion of the O&M Parcel, and Phase 3 hereby releases and relinquishes any easement rights Phase 3 may have or may have had with respect to the O&M Parcel and any of the Phase 1 O&M Facilities or the Phase 2 O&M Facilities.

(b) Exhibit C to the Agreement is amended by deleting the "Shared O&M Facilities" Segment described therein.

(c) The Agreement is hereby amended by replacing Exhibit C-1 to the Agreement with Exhibit C-1 attached hereto and incorporated herein.

(d) The Agreement is hereby amended by adding a new Exhibit C-2 to the Agreement (Depiction of Phase 2 O&M Area) in the form of Exhibit C-2 attached hereto and incorporated herein.


3. No Other Amendments. Except as amended by this Amendment, the Agreement and the Memorandum remain in full force and effect and without any amendment or modification.

4. Counterparts. This Amendment may be executed in a number of identical counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, notwithstanding that all of the Parties are not signatories to the original or to the same counterpart.

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


CO-TENANTS:

BOULDER SOLAR POWER, LLC,
a Delaware limited liability company


By: 
Name: Natalie Jackson
Title: President

MANAGER:


BOULDER SOLAR POWER, LLC,
a Delaware limited liability company

By: 
Name: Natalie Jackson
Title: President

BOULDER SOLAR II, LLC,
a Delaware limited liability company

By: 
Name: Natalie Jackson
Title: President

BOULDER SOLAR III, LLC
a Delaware limited liability company

By: 
Name: Natalie Jackson
Title: President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

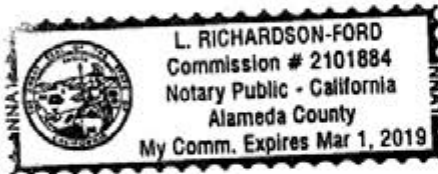
STATE OF CALIFORNIA)
COUNTY OF Contra Costa)

On Dec 27, 2016, before me, L. Richardson-Ford, a Notary Public, personally appeared Nafise Jackson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

L. Richardson-Ford
Name: L. Richardson-Ford
Notary Public Exp. 3/1/19



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

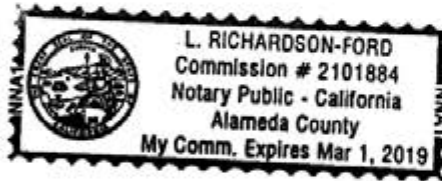
STATE OF CALIFORNIA)
COUNTY OF Contra Costa)

On Dec. 2nd, 2016, before me, L. Richardson-Ford, a Notary Public, personally appeared Nature Jackson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

L. Richardson-Ford
Name: L. Richardson-Ford
Notary Public Exp. 3/1/19



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF Contra Costa)

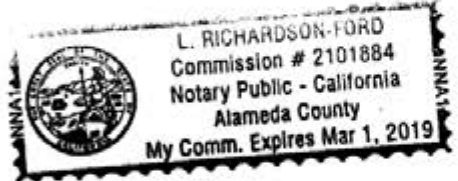
On Dec. 2nd, 2016, before me, L. Richardson-Ford, a Notary Public, personally appeared N. Marie Jackson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

L. Richardson-Ford
Name: L. Richardson-Ford
Notary Public Exp 3/1/19

Notary Clarification:
L. Richardson-Ford
Commission # 2101844
Expires Mar 1, 2019



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF Contra Costa)

On Dec. 2nd, 2016, before me, L. Richardson-Ford, a Notary Public, personally appeared Natalie Jackson, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

L. Richardson-Ford
Name: L. Richardson-Ford
Notary Public Exp. 3/1/19

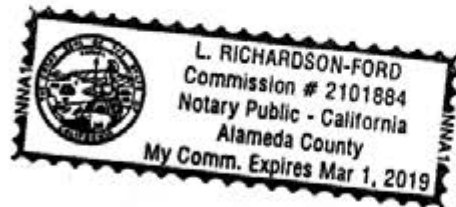


EXHIBIT C-1
General Depiction of Shared Facilities

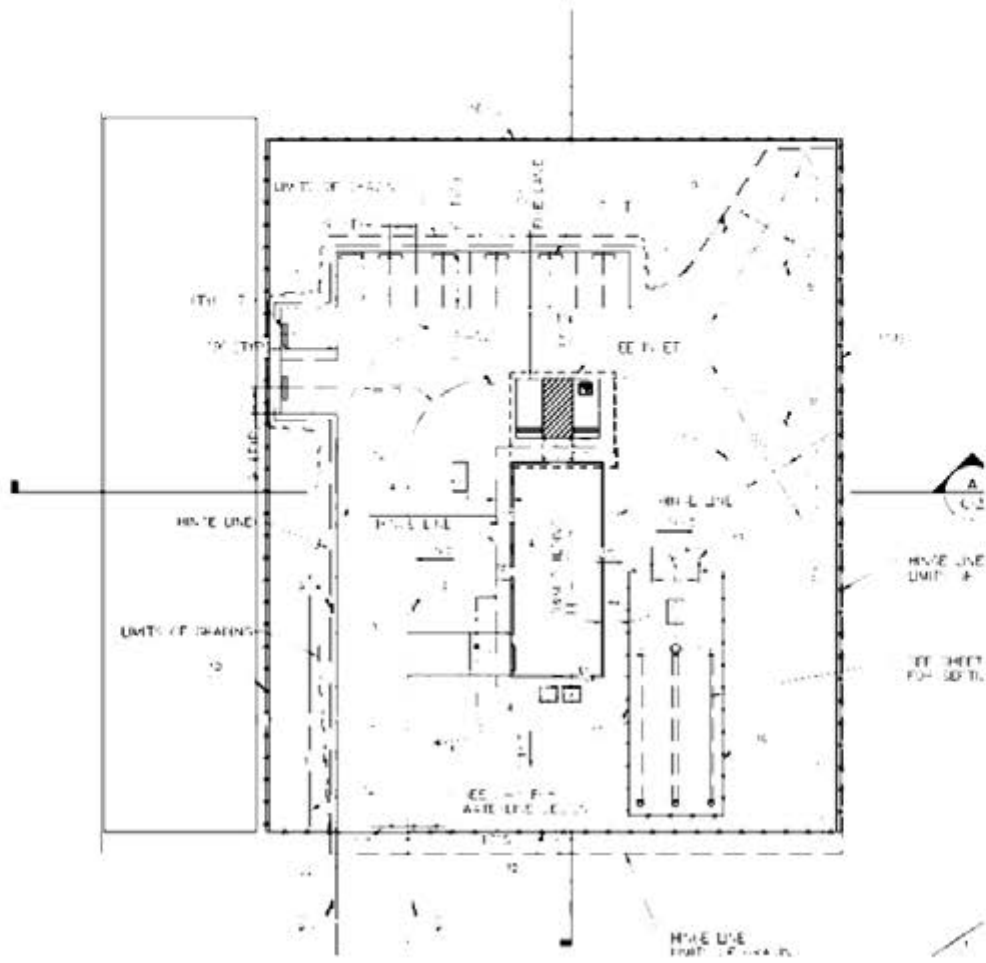


- Boulder Solar Power
- Boulder Solar II
- Boulder Solar III
- Shared Project Substation
- Boulder Solar Power O&M Building
- Shared Construction Pond
- Shared High-Voltage Line
- Shared North Access Road
- Shared South Access Road
- Shared MV Trench
- Shared Permanent Waterline
- Shared Temporary Waterline

Nevada Solar One

EXHIBIT C-2

Depiction of Phase 2 O&M Area



- Boulder 1
- Boulder 2




Office of the County Recorder
Debbie Conway
Clark County Recorder

LEGIBILITY NOTICE

The Clark County Recorder's Office has determined that the attached document may not be suitable for recording by the method used by the Recorder to preserve the Recorder's records. The customer was advised that copies produced from the recorded document would not be legible and may affect legal rights and entitlements. However, the customer demanded that the document be recorded without delay, as the parties' rights may be adversely affected because of a delay in recording. Therefore, pursuant to NRS 247.120 (3), the County Recorder accepted the document conditionally. Subject to the undersigned's representation that, (1) a suitable copy will be submitted at a later date, or (2) it is impossible or impracticable to submit a more suitable copy. Standard recording fees will apply at the time of recording of the clarification.

By my signing below, I acknowledge that I have been advised that once the document has been microfilmed, it may not reproduce a legible copy and may therefore adversely affect legal rights and entitlements.



Signature

12.7.16

Date

Natalie Jackson

Printed Name

Third Amendment to Shared Facilities Agreement

[See attached]

RECORDING COVER PAGE

(Must be typed or printed clearly in BLACK ink only
and avoid printing in the 1" margins of document)

207-00-002-030; 207-00-002-035; 213-00-001-031;

APN# 207-00-002-039; 207-00-002-040; 207-00-002-041

(11 digit Assessor's Parcel Number may be obtained at:
<http://redrock.co.clark.nv.us/assrealprop/owner.aspx>)

TITLE OF DOCUMENT

(DO NOT Abbreviate)

THIRD AMENDMENT TO SHARED FACILITIES AGREEMENT NO. 1 AND

TO MEMORANDUM OF SHARED FACILITIES AGREEMENT NO. 1

[Boulder Solar Projects]

Document Title on cover page must appear EXACTLY as the first page of the document to be recorded.

RECORDING REQUESTED BY:

Stewart Title Guaranty Company

BOULDER SOLAR III, LLC

RETURN TO: Name c/o SunPower Corporation, Attn: Managing Director, Development

Address 1414 Harbour Way South

City/State/Zip Richmond, CA 94804

MAIL TAX STATEMENT TO: (Applicable to documents transferring real property)

Name _____

Address _____

City/State/Zip _____

This page provides additional information required by NRS 111.312 Sections 1-2.

To print this document properly, do not use page scaling.

P:\Common\Forms & Notices\Cover Page Template Oct2017

DOCUMENT SIGNED IN COUNTERPART

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

BOULDER SOLAR III, LLC
c/o SunPower Corporation
1414 Harbour Way South
Richmond, California 94804
Attn: Managing Director, Development

(Space Above this Line Reserved for Recorder's Use)

APNs: 207-00-002-030; 207-00-002-035; 213-00-001-031; 207-00-002-039; 207-00-002-040;
207-00-002-041

**THIRD AMENDMENT TO SHARED FACILITIES AGREEMENT NO. 1 AND TO
MEMORANDUM OF SHARED FACILITIES AGREEMENT NO. 1**
[Boulder Solar Projects]

THIS THIRD AMENDMENT TO SHARED FACILITIES AGREEMENT NO. 1 AND TO MEMORANDUM OF SHARED FACILITIES AGREEMENT NO. 1 (this "Amendment") is dated as of the execution date below to be effective as of December 12, 2017 (the "Amendment Date"), by and among Boulder Solar Power, LLC, a Delaware limited liability company ("Phase 1"), Boulder Solar II, LLC, a Delaware limited liability company ("Phase 2") and Boulder Solar III, LLC, a Delaware limited liability company ("Phase 3") the foregoing parties may be referred to from time to time herein each separately as a "Co-Tenant," and collectively, as the "Co-Tenants". Boulder Solar Power, LLC is also a party in its capacity as the Manager under the Agreement (the Co-Tenants and Manager may be referred to collectively herein, as the "Parties," and each separately as a "Party").

RECITALS

A. All of the Parties entered into that certain unrecorded Shared Facilities Agreement No. 1 (the "Original Agreement") dated as of June 7, 2016, a memorandum of which was recorded on June 7, 2016 as Instrument No. 20160607-0002300 in the Official Records of the Clark County Recorder (the "Original Memorandum").

B. The Parties amended the Original Agreement and the Original Memorandum by entering into that certain First Amendment to Shared Facilities Agreement No. 1 and to Memorandum of Shared Facilities Agreement No. 1 dated as of September 12, 2016 and recorded on September 12, 2016 as Instrument No. 20160912-0000905 in the Official Records of the Clark County Recorder (the "First Amendment"), and that certain Second Amendment to Shared Facilities Agreement No. 1 and to Memorandum of Shared Facilities Agreement No. 1 dated as of December 2, 2016 and recorded on December 12, 2016 as Instrument No. 20161212-0002045 in the Official Records of the Clark County Recorder (the "Second Amendment"). The Original Agreement and the Original Memorandum as amended by the First Amendment and the Second Amendment are referred to herein respectively as the "Agreement" and the "Memorandum".

C. The Agreement sets forth the Co-Tenants' respective rights and obligations regarding the joint design, procurement, development, construction, installation, ownership, use, maintenance, repair, replacement of, and additions to certain "Shared Facilities" and the joint use of certain "Shared Premises" as described more particularly therein, and contracts with Manager for the provision of certain limited services to be performed with respect to the Interconnection Agreement, the Shared Facilities and the Shared Premises, on the terms and conditions contained therein.

D. The Co-Tenants are parties to that certain Grant of Easement Agreement by and between the City of Boulder City, as Grantor, and the Co-Tenants, collectively as Grantee, dated March 29, 2016 and recorded on April 1, 2016 as Instrument No. 20160401-0002893 in the Official Records of Clark County, Nevada (the "O&M Easement"), which O&M Easement is being amended concurrently herewith to modify the O&M Easement Area (as described in the O&M Easement) and to grant to Phase 1 additional non-exclusive easements and rights to use the real property described as the "E&C Easement" therein for the installation and operation and maintenance of electrical and communications lines necessary to provide electrical power to, and to provide for data communications to and from, the O&M Easement Area and Phase 1's Project.

E. The Co-Tenants desire to amend the Agreement and the Memorandum to (among other things) reflect the modification of the O&M Easement Area, to confirm that the E&C Easement is not a part of the Shared Premises and to reflect the amendment of the shared access and waterline easements and shared O&M access driveway easement, as more particularly set forth in this Amendment.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1. Defined Terms. Capitalized terms used and not defined herein shall have the meaning given to such terms in the Agreement and the Memorandum, respectively.

2. Amendments.

(a) Exhibit B-1 to the Agreement and Exhibit A to the Memorandum are amended and restated in full and replaced with Exhibit A attached hereto.

(b) Exhibit B-2 to the Agreement and Exhibit B to the Memorandum are amended by replacing the legal descriptions of the parcels described as Parcel 7 (North Access Road Easement Over Boulder City Property) and Parcel 19 (O&M Building Access to North Access Road) and adding to Exhibit B-2 to the Agreement and Exhibit B to the Memorandum new Parcel 21 (Waterline to O&M Building) as part of the Shared Premises, as more particularly described on Exhibit B attached hereto. The Co-Tenants agree that the E&C Easement that has been added to the O&M Easement is not a part of the Shared Premises, but instead has been granted only to Phase 1 for its sole use in connection with its Project.

(c) The Agreement is hereby amended by replacing Exhibit C-1 to the Agreement with Exhibit C-1 attached hereto and incorporated herein.

3. No Other Amendments. Except as amended by this Amendment, the Agreement and the Memorandum remain in full force and effect and without any amendment or modification.

4. Counterparts. This Amendment may be executed in a number of identical counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, notwithstanding that all of the Parties are not signatories to the original or to the same counterpart.

[signatures on following pages]

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

CO-TENANTS:

BOULDER SOLAR POWER, LLC,
a Delaware limited liability company

By: Southern Renewable Partnerships, LLC,
a Delaware limited liability company,
its Manager

By: Clay Rikard
Name: Clay Rikard
Title: Director, Site Development
Clay Rikard

BOULDER SOLAR II, LLC,
a Delaware limited liability company

By: signed in counterpart
Name:
Title:

BOULDER SOLAR III, LLC
a Delaware limited liability company

By: signed in counterpart
Name:
Title:

MANAGER:

BOULDER SOLAR POWER, LLC,
a Delaware limited liability company

By: Southern Renewable Partnerships, LLC,
a Delaware limited liability company,
its Manager

By: Clay Rikard
Name: Clay Rikard
Title: Director, Site Development
Clay Rikard

[Signature Page to Third Amendment to Shared Facilities Agreement No. 1]

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

CO-TENANTS:

BOULDER SOLAR POWER, LLC,
a Delaware limited liability company

By: signed in counterpart
Name:
Title:

BOULDER SOLAR II, LLC,
a Delaware limited liability company

By: *Matt Fransen*
Name: *Matt Fransen*
Title: *Vice President*

Matt Fransen

BOULDER SOLAR III, LLC
a Delaware limited liability company

By: signed in counterpart
Name:
Title:

MANAGER:

BOULDER SOLAR POWER, LLC,
a Delaware limited liability company

By: signed in counterpart
Name:
Title:

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

CO-TENANTS:

BOULDER SOLAR POWER, LLC,
a Delaware limited liability company

By: signed in counterpart
Name:
Title:

BOULDER SOLAR II, LLC,
a Delaware limited liability company

By: signed in counterpart
Name:
Title:

BOULDER SOLAR III, LLC
a Delaware limited liability company

By: *E. Piscitello*
Name: E. Scott Piscitello
Title: Vice President

MANAGER:

BOULDER SOLAR POWER, LLC,
a Delaware limited liability company

By: signed in counterpart
Name:
Title:

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF ALABAMA)
COUNTY OF Jefferson)

On 7 June, 2017, before me, Amanda Barker, a Notary Public, personally appeared Clay Rikard, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of Alabama that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Amanda Barker
Name: Amanda Barker
Notary Public _____

My Commission Expires
February 15, 2018



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF ALABAMA)
COUNTY OF Jefferson)

On 7 June, 2017, before me, Amanda Barker, a Notary Public, personally appeared Clay Rikard, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of Alabama that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Amanda Barker
Name: Amanda Barker
Notary Public _____

My Commission Expires
February 15, 2018



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF ~~CALIFORNIA~~ ^{Ohio})
)
COUNTY OF FRANKLIN)

On June 7, 2017, before me, Patricia M. Castro, a Notary Public, personally appeared Matt Fransen, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Patricia M. Castro
Name: Patricia M. Castro
Notary Public - State of Ohio



Patricia M. Castro, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.

CORPORATE ACKNOWLEDGEMENT

STATE OF OREGON)
COUNTY OF Multnomah) ss:

This instrument was acknowledged before me on (date) June 13, 2017 by
E. SCOTT PISCITELLO in the capacity as VICE PRESIDENT of BOULDER SOLAR III, LLC.

WITNESS my hand and official seal.

Julie Lynn Hensel
Signature of Notary Public

(Notary Seal)

Printed Name: Julie Lynn Hensel

My Commission Expires: Aug. 13, 2018



EXHIBIT A

Shared Premises Agreements

Leases, Easements and Rights-of-Way

1. Amended and Restated Grant of Easement Agreement by and between the City of Boulder City, a Nevada municipal corporation, as Grantor, and Boulder Solar Power, LLC, a Delaware limited liability company, Boulder Solar II, LLC, a Delaware limited liability company, and Boulder Solar III, LLC, a Delaware limited liability company, collectively, as Grantee, recorded on January 28, 2016 as Instrument No. 20160128-0003668 in the Official Records of Clark County, Nevada.
2. Grant of Easements Agreement dated as of October 6, 2015, by and between the City of Boulder City, a Nevada municipal corporation, as Grantor, and Boulder Solar Power, LLC, a Delaware limited liability company, as Grantee, recorded on December 1, 2015 as Instrument No. 20151201-0003554, and re-recorded on April 1, 2016 as Instrument No. 20160401-0002523 in the Official Records of Clark County, and a portion of such easements were partially assigned pursuant to that certain Partial Assignment Grant of Easements Agreement, dated as of April 21, 2016, by and between the Boulder Solar Power, LLC, a Delaware limited liability company, as Assignor, and Boulder Solar II, LLC and Boulder Solar III, LLC, each a Delaware limited liability company, collectively, as Assignee, recorded on April 22, 2016 as Instrument No. 20160422-0002462 of the Official Records of Clark County, Nevada, and as amended by that certain First Amendment to Grant of Easements Agreement (Site Access and Waterline) dated as of February 15, 2018, by and among the City of Boulder City, a Nevada municipal corporation, as Grantor, and Boulder Solar Power, LLC, Boulder Solar II, LLC, and Boulder Solar III, LLC, each a Delaware limited liability company, collectively, as Grantee, recorded on February 15, 2018 as Instrument No. 20180215-0001293 in the Official Records of Clark County, Nevada.
3. Grant of Easement Agreement (Shared O&M and Substation Areas) dated as of March 29, 2016, by and among the City of Boulder City, a Nevada municipal corporation, as Grantor, and Boulder Solar Power, LLC, Boulder Solar II, LLC, and Boulder Solar III, LLC, each a Delaware limited liability company, collectively, as Grantee, recorded on April 1, 2016 as Instrument No. 20160401-0002893 in the Official Records of Clark County, Nevada, as amended by that certain First Amendment to Grant of Easement Agreement (Shared O&M and Substation Areas) dated as of February 15, 2018, by and among the City of Boulder City, a Nevada municipal corporation, as Grantor, and Boulder Solar Power, LLC, Boulder Solar II, LLC, and Boulder Solar III, LLC, each a Delaware limited liability company, collectively, as Grantee, recorded on February 15, 2018 as Instrument No. 20180215-0001294 in the Official Records of Clark County, Nevada [for shared O&M/substation areas for Phase 2, areas already included in Phase 1 lease].
4. BLM Right-of-Way [N-93818] issued on October 27, 2015 by the U.S. Department of the Interior, Bureau of Land Management to Boulder Solar Power, LLC, as amended by that certain BLM Right-of-Way Amendment issued on March 1, 2016.

5. **BLM Right-of-Way [N-94512] issued on August 8, 2016 by the U.S. Department of the Interior, Bureau of Land Management to Boulder Solar II, LLC.**
6. **Future BLM Right-of-Way Grant issued to Boulder Solar III, LLC with respect to the same premises as ROW Grant Nos. N-93818 and N-94512, which Grant shall be on terms and conditions which are no more costly or burdensome to the grantee than Grant Nos. N-93818 and N-94512.**
7. **Grant of Easement Agreement (Boulder II Supplemental Easements) dated as of September 12, 2016, by and between the City of Boulder City, a Nevada municipal corporation, as Grantor, and Boulder Solar II, LLC, a Delaware limited liability company, as Grantee, recorded on September 12, 2016 as Instrument No. 20160912-0000903 in the Official Records of Clark County, Nevada, as amended by that certain First Amendment to Grant of Easement Agreement (Boulder II Supplemental Easements) dated as of February 15, 2018, by and between the City of Boulder City, a Nevada municipal corporation, as Grantor, and Boulder Solar II, LLC, a Delaware limited liability company, as Grantee, recorded on February 15, 2018 as Instrument No. 20180215-0001295 in the Official Records of Clark County, Nevada [for shared access road to O&M building area for Phase 2].**
8. **Temporary Construction License Agreement dated as of March 31, 2016, by and between City of Boulder City, a Nevada municipal corporation, as Licensor, and Boulder Solar Power, LLC, Boulder Solar II, LLC, and Boulder Solar III, LLC, each a Delaware limited liability company, collectively, as Licensee, recorded on April 1, 2016 as Instrument No. 20160401-0002894 in the Official Records of Clark County, Nevada [for shared temporary water line and reservoir/pond and other temporary construction areas].**

Crossing Consents and Licenses

1. **Executed Request for Reserve Disturbance Permission dated October 30, 2015, for Boulder Solar Power, LLC, as Requestor, relative to the Boulder City Conservation Easement, as administered by the Clark County Desert Conservation Program**
2. **License Agreement dated October 14, 2015, by and between the United States of America, Department of Energy, Western Area Power Administration, for the benefit of Boulder Solar Power, LLC, and pertaining to Mead-Marketplace 500-kV Transmission Lines, S/2 SW/4 of Section 30, Township 24 South, Range 63 East, Mount Diablo Meridian, Clark County, Nevada, between Structures 1-2 and 1-3**
3. **Executed Letter of Non-Objection Request dated March 15, 2016 by and between the Los Angeles Department of Water & Power and Boulder Solar Power, LLC, Boulder Solar II, LLC, and Boulder Solar III, LLC; relative to gen-tie and northern shared access road crossings of various HV.**
4. **Executed Letter of Crossing Approval dated February 3, 2016 by and between Valley Electric Association and Boulder Solar Power, LLC, Boulder Solar II, LLC, and Boulder Solar III, LLC; relative to crossing of Valley Electric Association's 230 kV Pahrump-Mead transmission line with a new 230kV transmission line with a road way and water pipeline.**

5. Executed Crossing License Request dated February 19, 2016 by and between Southwest Gas Corporation and Boulder Solar Power, LLC, Boulder Solar II, LLC, and Boulder Solar III, LLC filed as Document No. 20160308-0001053, in the Records of Clark County, Nevada; relative to crossing of the Use Area.

6. Executed Grant of Non-Exclusive Consent for Temporary Construction Easement dated February 1, 2016 by and between Copper Mountain Solar 4, LLC and Boulder Solar Power, LLC, Boulder Solar II, LLC, and Boulder Solar III, LLC; relative to use of Construction and Access Easement Area for Generation-Tie and Related Improvements.

EXHIBIT B

Amendments to Shared Premises Legal Descriptions

Revised Parcel 7 Legal Description – North Access Road Easement

AN EASEMENT FOR ACCESS ROAD AND UTILITY PURPOSES OVER, UNDER AND UPON THE SOUTHWEST QUARTER (SW1/4) OF SECTION 15, SOUTHEAST QUARTER (SE1/4) OF SECTION 16, SECTION 21, THE NORTHWEST QUARTER (NW1/4) OF SECTION 28, THE NORTH HALF (N1/2) OF SECTION 29, AND THE NORTHEAST QUARTER (NE1/4) OF SECTION 30, IN TOWNSHIP 24 SOUTH, RANGE 63 EAST, M.D.M., IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA DESCRIBED AS FOLLOWS:

COMMENCING AT THE ONE-QUARTER SECTION CORNER OF SECTIONS 29 AND 30 OF SAID TOWNSHIP MARKED BY A 2-INCH ALUMINUM CAP STAMPED "BK JEFFERSON PLS 8421" AND MARKED FOR CORNER PER FILE 196 OF SURVEYS, PAGE 28; THENCE, SOUTH 89°34'16" WEST ALONG THE EAST-WEST CENTER SECTION LINE AS SHOWN ON SAID SURVEY, 553.87 FEET; THENCE, DEPARTING SAID CENTER SECTION LINE, NORTH 00°00'00" EAST, 109.08 FEET TO THE SOUTHEAST CORNER OF PARCEL 1 KNOWN AS BOULDER SOLAR POWER, PHASE I, AREA 1; THENCE, CONTINUING NORTH 00°00'00" EAST ALONG THE EAST BOUNDARY OF SAID PARCEL 1, 4.65 FEET TO THE POINT OF BEGINNING;

THENCE, THE FOLLOWING FORTY-FOUR (44) COURSES:

- (1) THENCE, NORTH 00°00'00" WEST, 13.18 FEET;
- (2) THENCE, NORTH 07°53'30" WEST, 27.73 FEET;
- (3) THENCE, NORTH 58°11'43" WEST, 13.55 FEET;
- (4) THENCE, NORTH 77°08'49" EAST, 517.03 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 97.00 FEET;
- (5) THENCE, EASTERLY 15.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9°08'01";
- (6) THENCE, NORTH 86°16'50" EAST, 582.75 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 13.00 FEET;
- (7) THENCE, EASTERLY 1.08 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 4°46'55";
- (8) THENCE, NORTH 81°29'55" EAST, 443.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 41.00 FEET, A RADIAL LINE TO WHICH BEGINNING BEARS SOUTH 47°11'46" EAST;
- (9) THENCE, NORTHEASTERLY AND NORTHERLY 30.63 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°48'14";
- (10) THENCE, NORTH 00°00'00" EAST, 51.05 FEET TO THE SOUTH LINE OF PARCEL 2 KNOWN AS BOULDER SOLAR POWER, PHASE I, AREA 2;

Exhibit B-1

208454701 v4

- (11) THENCE, SOUTH 90°00'00" EAST ALONG SAID SOUTH LINE, 20.00 FEET;
- (12) THENCE, DEPARTING SAID SOUTH LINE, SOUTH 00°00'00" WEST, 35.80 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 41.00 FEET;
- (13) THENCE, SOUTHEASTERLY 42.80 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 59°48'24";
- (14) THENCE, NORTH 81°29'55" EAST, 2452.21 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 8.00 FEET;
- (15) THENCE, NORTHEASTERLY 3.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24°48'44";
- (16) THENCE, N 56°41'11" EAST, 15.79 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY HAVING A RADIUS OF 41.00 FEET, A RADIAL LINE TO WHICH BEGINNING BEARS SOUTH 68°06'58" EAST;
- (17) THENCE, NORTHERLY 15.66 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 21°53'02";
- (18) THENCE, NORTH 00°00'00" EAST, 138.72 FEET TO THE SOUTH LINE OF SAID AREA 2;
- (19) THENCE, SOUTH 90°00'00" EAST ALONG SAID SOUTH LINE, 20.00 FEET;
- (20) THENCE, DEPARTING SAID SOUTH LINE, SOUTH 00°00'00" WEST, 73.68 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 41.00 FEET;
- (21) THENCE, SOUTHEASTERLY 60.55 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 84°37'08";
- (22) THENCE, NORTH 56°41'11" EAST, 492.79 FEET;
- (23) THENCE, NORTH 35°39'13" EAST, 17.63 FEET;
- (24) THENCE, NORTH 0°00'00" EAST, 144.00 FEET TO A POINT ON THE SOUTH LINE OF THE BOULDER SOLAR POWER OPERATIONS AND MAINTENANCE BUILDING AREA (PARCEL 10);
- (25) THENCE, NORTH 90°00'00" EAST, 27.50 FEET ALONG SAID SOUTH LINE;
- (26) THENCE, SOUTH 0°00'00" EAST 70.97 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 36.00 FEET (RADIAL BEARINGS SOUTH 90°00'00" WEST AND SOUTH 7°46'50" EAST); THENCE SOUTHEASTERLY 61.44 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 97°46'50" TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL 7;
- (27) THENCE, NORTH 56°41'11" EAST, 470.73 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 8.00 FEET;
- (28) THENCE, NORTHEASTERLY 2.39 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°08'30";
- (29) THENCE, NORTH 39°32'41" EAST 8864.09 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 1025.00 FEET;
- (30) THENCE, NORTHEASTERLY AND EASTERLY 1075.17 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 60°06'00";
- (31) THENCE, SOUTH 80°21'19" EAST, 914.45 FEET TO THE WEST RIGHT-OF-WAY OF U.S. HIGHWAY 95 (400 FEET WIDE);
- (32) THENCE, SOUTH 09°38'00" WEST ALONG SAID RIGHT-OF-WAY, 50.00 FEET;

- (33) THENCE, DEPARTING SAID RIGHT-OF-WAY, NORTH 80°21'19" WEST, 914.46 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 975.00 FEET;
- (34) THENCE, WESTERLY AND SOUTHWESTERLY 713.20 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 41°54'40" TO A POINT ON THE NORTHWESTERLY LINE OF A BUREAU OF LAND MANAGEMENT 3000-FOOT WIDE UTILITY CORRIDOR;
- (35) THENCE, SOUTH 39°37'31" WEST, 178.00 FEET ALONG SAID NORTHWESTERLY LINE;
- (36) THENCE, SOUTH 44°13'08" WEST, 410.70 FEET;
- (37) THENCE, SOUTH 39°32'41" WEST, 8592.10 FEET;
- (38) THENCE, SOUTH 56°41'11" WEST, 1142.62 FEET;
- (39) THENCE, SOUTH 69°26'49" WEST, 59.90 FEET;
- (40) THENCE, SOUTH 81°29'55" WEST, 2931.60 FEET;
- (41) THENCE, SOUTH 89°25'12" WEST, 268.93 FEET;
- (42) THENCE, SOUTH 86°16'50" WEST, 320.72 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 47.00 FEET;
- (43) THENCE, SOUTHWESTERLY 7.49 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 9°08'01";
- (44) THENCE, SOUTH 77°08'49" WEST, 512.73 FEET TO THE POINT OF BEGINNING, CONTAINING 23.47 ACRES (1,022,319 SQUARE FEET) MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS LAND DESCRIPTION IS SOUTH 89°34'16" WEST, BEING THE EAST-WEST CENTER SECTION LINE OF SECTION 30, TOWNSHIP 24 SOUTH, RANGE 63 EAST, MOUNT DIABLO MERIDIAN, CITY OF BOULDER CITY, CLARK COUNTY, NEVADA, AS SHOWN ON FILE 196 OF SURVEYS AT PAGE 28.

Prepared by:
Richard A. Ariotti, Nevada P.L.S. No. 7953
Acting as Agent for:

E.G. Radig, Inc.
1577 Foothill Drive #1
Boulder City, NV 89005
Phone: (702) 293-3330
Fax: (702) 293-6153

Revised Parcel 19 Legal Description – O&M Building Access to North Access Road

AN EASEMENT FOR INGRESS AND EGRESS PURPOSES OVER A PORTION OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 29, IN TOWNSHIP 24 SOUTH, RANGE 63 EAST, M.D.M., IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY SOUTH CORNER OF PHASE 1, AREA 2 AS PER MAP RECORDED IN FILE 196, PAGE 69 OF SURVEYS, IN THE OFFICE OF THE CLARK COUNTY RECORDER; THENCE NORTH 0°00'00" EAST 10.00 FEET ALONG THE EASTERLY BOUNDARY OF SAID PHASE 1, AREA 2; THENCE NORTH 90°00'00" WEST 10.00 FEET TO THE SOUTHEAST CORNER OF THE BOULDER SOLAR POWER OPERATIONS AND MAINTENANCE BUILDING AREA (PARCEL 10); THENCE NORTH 90°00'00" WEST 144.00 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING; THENCE SOUTH 0°00'00" EAST 70.97 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 36.00 FEET (RADIAL BEARINGS SOUTH 90°00'00" WEST AND SOUTH 7°46'50" EAST); THENCE SOUTHEASTERLY 61.44 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 97°46'50" TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL 7; THENCE SOUTH 56°41'11" WEST 94.12 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL 7; THENCE NORTH 35°39'13" EAST 17.63 FEET; THENCE NORTH 0°00'00" EAST 144.00 FEET TO A POINT ON THE SOUTH LINE OF THE BOULDER SOLAR POWER OPERATIONS AND MAINTENANCE BUILDING AREA (PARCEL 10); THENCE NORTH 90°00'00" EAST 27.50 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

CONTAINS 4,772.77 SQUARE FEET.

THE BASIS OF BEARING FOR THIS DESCRIPTION IS GRID NORTH, AS DEFINED BY THE NEVADA STATE PLANE COORDINATE SYSTEM, EAST ZONE (2701), ALL DISTANCES SHOW IN THIS LEGAL DESCRIPTION ARE GROUND DISTANCES.

Prepared by:
Richard A. Ariotti, Nevada P.L.S. No. 7953
Acting as Agent for:

E.G. Radig, Inc.
1577 Foothill Drive #1
Boulder City, NV 89005
Phone: (702) 293-3330
Fax: (702) 293-6153

Exhibit B-1

208454701 v4

New Parcel 21 Legal Description – Waterline to O&M Building

AN EASEMENT FOR WATERLINE PURPOSES IN, OVER AND UPON A PORTION OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 29, IN TOWNSHIP 24 SOUTH, RANGE 63 EAST, M.D.M., IN THE CITY OF BOULDER CITY, COUNTY OF CLARK, STATE OF NEVADA DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST EASTERLY SOUTH CORNER OF PHASE 1, AREA 2 AS PER MAP RECORDED IN FILE 196, PAGE 69 OF SURVEYS, IN THE OFFICE OF THE CLARK COUNTY RECORDER; THENCE NORTH 0°00'00" EAST 10.00 FEET ALONG THE EASTERLY BOUNDARY OF SAID PHASE 1, AREA 2; THENCE NORTH 90°00'00" WEST 10.00 FEET TO THE SOUTHEAST CORNER OF THE BOULDER SOLAR POWER OPERATIONS AND MAINTENANCE BUILDING AREA (PARCEL 10); THENCE NORTH 90°00'00" WEST 126.32 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING; THENCE SOUTH 10°31'55" EAST 44.75 FEET; THENCE SOUTH 33°24'00" EAST 60.59 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PARCEL 7; THENCE SOUTH 56°41'13" WEST 10.00 FEET ALONG SAID NORTHWESTERLY LINE; THENCE NORTH 33°24'00" WEST 62.60 FEET; THENCE NORTH 10°31'55" WEST 48.63 FEET TO A POINT ON THE SOUTH LINE OF THE BOULDER SOLAR POWER OPERATIONS AND MAINTENANCE BUILDING AREA (PARCEL 10); THENCE NORTH 90°00'00" EAST 10.17 FEET ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING.

CONTAINS 1,082.85 SQUARE FEET.

THE BASIS OF BEARING FOR THIS DESCRIPTION IS GRID NORTH, AS DEFINED BY THE NEVADA STATE PLANE COORDINATE SYSTEM, EAST ZONE (2701), ALL DISTANCES SHOW IN THIS LEGAL DESCRIPTION ARE GROUND DISTANCES.

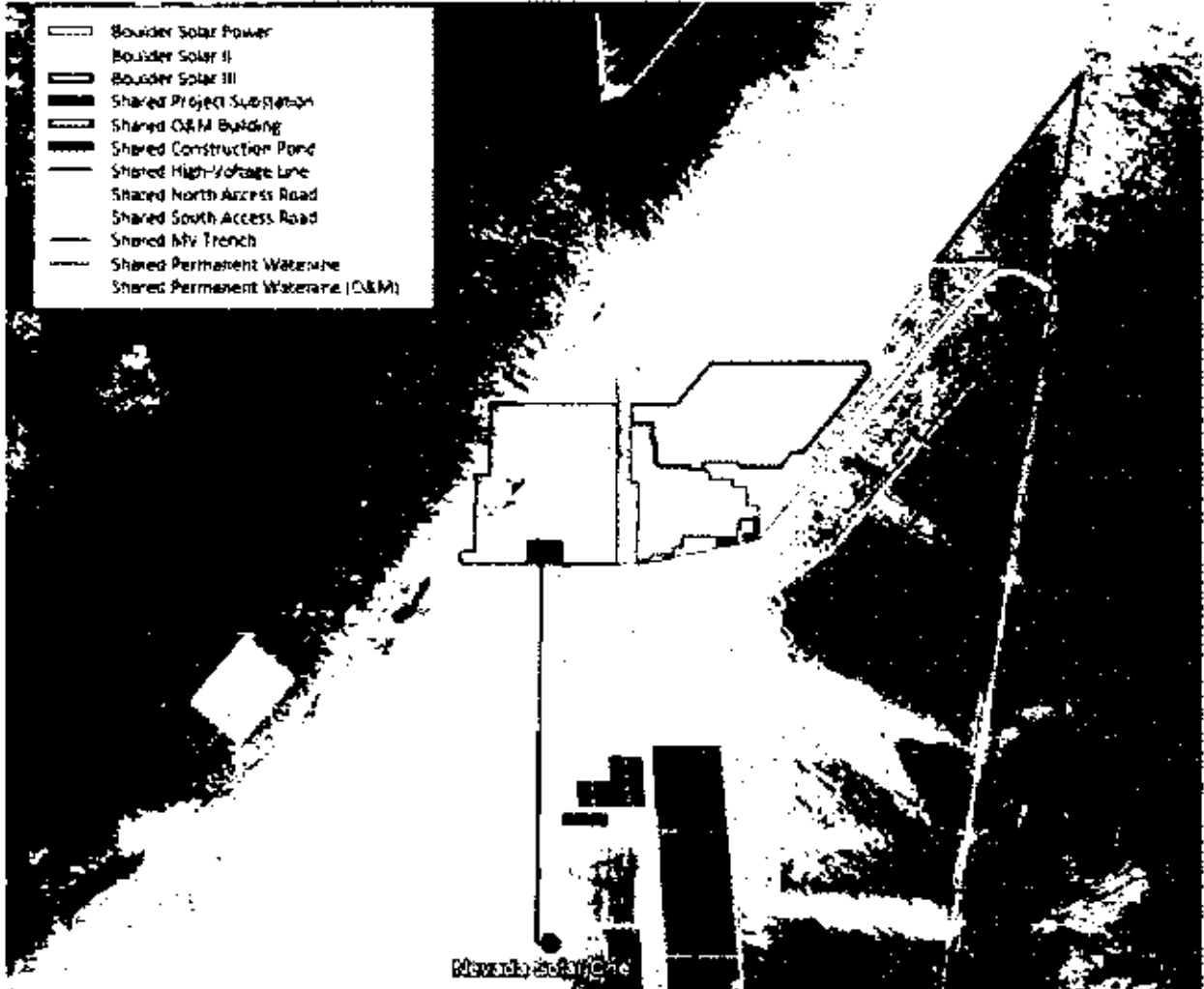
Prepared by:
Richard A. Ariotti, Nevada P.L.S. No. 7953
Acting as Agent for:

E.G. Radig, Inc.
1577 Foothill Drive #1
Boulder City, NV 89005
Phone: (702) 293-3330
Fax: (702) 293-6153

Exhibit B-1

208454701 v4

EXHIBIT C-1 General Depiction of Shared Facilities



Fourth Amendment to Shared Facilities Agreement

[See attached]

Inst #: 20211004-0000059
Fees: \$42.00
10/04/2021 07:00:21 AM
Receipt #: 4722068
Requestor:
174 Power Global Corporat
Recorded By: DROY Pgs: 9
Debbie Conway
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

APNs: 207-00-002-030; 207-00-002-035;
213-00-001-031; 207-00-002-039; 207-00-
002-040; 207-00-002-041

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

BOULDER SOLAR III, LLC
c/o 174 Power Global
300 Spectrum Center Dr., Suite 1020
Irvine, California 92618
Attn: Legal Department

(Space Above this Line Reserved for Recorder's Use)

**FOURTH AMENDMENT TO SHARED FACILITIES AGREEMENT NO. 1 AND TO
MEMORANDUM OF SHARED FACILITIES AGREEMENT NO. 1**
[Boulder Solar Projects]

THIS FOURTH AMENDMENT TO SHARED FACILITIES AGREEMENT NO. 1 AND TO MEMORANDUM OF SHARED FACILITIES AGREEMENT NO. 1 (this "Fourth Amendment") is dated as of the execution date below to be effective as of August 24, 2021 (the "Amendment Date"), by and among Boulder Solar Power, LLC, a Delaware limited liability company ("Phase 1"), Boulder Solar II, LLC, a Delaware limited liability company ("Phase 2") and Boulder Solar III, LLC, a Delaware limited liability company ("Phase 3") the foregoing parties may be referred to from time to time herein each separately as a "Co-Tenant," and collectively, as the "Co-Tenants"). Boulder Solar Power, LLC is also a party in its capacity as the Manager under the Agreement (the Co-Tenants and Manager may be referred to collectively herein, as the "Parties," and each separately as a "Party").

RECITALS

A. All of the Parties entered into that certain unrecorded Shared Facilities Agreement No. 1 (the "Original Agreement") dated as of June 7, 2016, a memorandum of which was recorded on June 7, 2016 as Instrument No. 20160607-0002300 in the Official Records of the Clark County Recorder (the "Original Memorandum").

B. The Parties amended the Original Agreement and the Original Memorandum by entering into that certain First Amendment to Shared Facilities Agreement No. 1 and to Memorandum of Shared Facilities Agreement No. 1 dated as of September 12, 2016 and recorded on September 12, 2016 as Instrument No. 20160912-0000905 in the Official Records of the Clark County Recorder (the "First Amendment"), that certain Second Amendment to Shared Facilities Agreement No. 1 and to Memorandum of Shared Facilities Agreement No. 1 dated as of December 2, 2016 and recorded on December 12, 2016 as Instrument No. 20161212-0002045 in the Official Records of

the Clark County Recorder (the “Second Amendment”), and that certain Third Amendment to Shared Facilities Agreement No. 1 and to Memorandum of Shared Facilities Agreement No. 1 dated as of December 12, 2017, and recorded on February 15, 2018, as Instrument No. 20180215-0001458 in the Official Records of the Clark County Recorder (the “Third Amendment”). The Original Agreement and the Original Memorandum as amended by the First Amendment, the Second Amendment and the Third Amendment are referred to herein collectively as the “Agreement” and the “Memorandum.”.

C. The Agreement sets forth the Co-Tenants’ respective rights and obligations regarding the joint design, procurement, development, construction, installation, ownership, use, maintenance, repair, replacement of, and additions to certain “Shared Facilities” and the joint use of certain “Shared Premises” as described more particularly therein, and contracts with Manager for the provision of certain limited services to be performed with respect to the Interconnection Agreement, the Shared Facilities and the Shared Premises, on the terms and conditions contained therein.

D. The Co-Tenants desire to amend the Agreement and the Memorandum, as more particularly set forth in this Fourth Amendment.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Defined Terms. Capitalized terms used and not defined herein shall have the meaning given to such terms in the Agreement and the Memorandum, respectively.

2. Amendments.

(a) Section 3.2.2 of the Agreement is hereby deleted in its entirety and replaced with the following:

“3.2.2 Notwithstanding any provision to the contrary contained in this Agreement, if Phase 3 fails (a) to commence construction prior to December 1, 2023, Phase 3 shall be deemed a “Retiring Co-Tenant”, and, effective as of the earlier of paragraph (a) or (b) and receipt of any Governmental Approvals required by applicable Law, Retiring Co-Tenant shall be deemed to have GRANTED, SOLD, TRANSFERRED, ASSIGNED, and CONVEYED, and do hereby GRANT, SELL, TRANSFER, ASSIGN, and CONVEY unto the other Co-Tenant(s) (which are not Retiring Co-Tenants) the Retiring Co-Tenant’s Segment Interest in each Segment, in proportion to the Segment Interest(s) of the respective transferee Co-Tenant(s), AS IS, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EITHER EXPRESS OR IMPLIED, AND SPECIFICALLY EXCLUDING ANY WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY ARISING UNDER STATUTORY OR COMMON LAW. Notwithstanding anything to the contrary contained in this Agreement, once Phase

3 (or its successors or permitted assigns) has commenced construction of any portion of its Project, then the retirement provisions of this Section 3.2.2 shall not apply.”

(b) The following language is hereby added as Section 3.2.3 to the Agreement:

“3.2.3 Facilitation and Cooperation. Each of Phase 1 and Phase 2 agrees to share, and/or allow its third-party contractors and consultants to share, with Phase 3, as-built drawings of such Party’s project to facilitate design work for Phase 3, and each Party agrees to cooperate in a timely manner with respect to necessary amendments to the NV Energy Large Generator Interconnection Agreement to accommodate the final design specifications of Phase 3. Furthermore, the Parties agree to cooperate with each other on shared road maintenance, construction and water supply, and other good neighbor issues to be mutually agreed in writing. Notwithstanding the foregoing, Phase 1 and Phase 2 shall not be responsible for any road maintenance, construction and water supply expenses resulting solely from the construction of Phase 3; provided, however, that expenses for road maintenance, construction and water supply not resulting solely from the Construction of Phase 3 shall be shared among the Parties in accordance with the Agreement.”

3. No Other Amendments. Except as amended by this Fourth Amendment, the Agreement and the Memorandum remain in full force and effect and without any amendment or modification.

4. Counterparts. This Fourth Amendment may be executed in a number of identical counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, notwithstanding that all of the Parties are not signatories to the original or to the same counterpart.

5. Governing Law. This Fourth Amendment shall be governed by the laws of the State of Nevada, without regard to principles of conflicts of laws.


6. Severability. The invalidity or unenforceability of any portion or provision of this Fourth Amendment shall in no way affect the validity or enforceability of any other portion or provision of this Amendment. Any invalid or unenforceable portion or provision shall be deemed severed from this Fourth Amendment and the balance of this Fourth Amendment shall be construed and enforced as if this Fourth Amendment did not contain such invalid or unenforceable portion or provision. If any such provision of this Fourth Amendment is so declared invalid, the Parties shall promptly negotiate in good faith new provisions to eliminate such invalidity and to restore this Fourth Amendment as near as possible to its original intent and effect.

[signatures on following pages]

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

CO-TENANTS:

BOULDER SOLAR POWER, LLC,
a Delaware limited liability company

By: 
Name: Dana Claburn
Title: SVP/SPO

MANAGER:

BOULDER SOLAR POWER, LLC,
a Delaware limited liability company

By: 
Name: Dana Claburn
Title: SVP/SPO

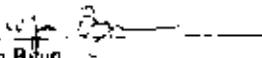
BOULDER SOLAR II, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

BOULDER SOLAR III, LLC
a Delaware limited liability company

By: Hanwha Energy USA Holdings
Corporation

Its: Manager

By: 
Name: Carolyn Byun
Title: COO

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF ALABAMA)
COUNTY OF Blount)

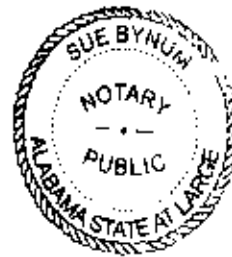
On September 8, 2021, before me, Sue Bynum, a Notary Public, personally appeared Dana Claburn, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of Alabama that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Sue Bynum
Name: Sue Bynum
Notary Public Alabama State
at Large

My commission expires 10-22-2022.



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

CO-TENANTS:

MANAGER:

BOULDER SOLAR POWER, LLC,
a Delaware limited liability company

BOULDER SOLAR POWER, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

By: _____
Name:
Title:

BOULDER SOLAR II, LLC,
a Delaware limited liability company

By: Joel H. Jansen
Name: Joel H. Jansen
Title: Vice President

BOULDER SOLAR III, LLC
a Delaware limited liability company

By: _____
Name:
Title:

[Signature Page to Fourth Amendment to Shared Facilities Agreement No. 1]



B40A539D-F54A-4C63-9B3C-6B9443C890CF --- 2021/09/30 09:36:47 -8:00 --- Remote Notary

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF OHIO)
)
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me this September 30, 2021, by Joel H. Jansen, Vice President of Boulder Solar II, LLC, a Delaware Corporation, on behalf of the corporation.

S Smithhisler

Signature

Name: Sarah Smithhisler
Notary Public



Exhibit C-1

208454701 v44



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

CO-TENANTS:

BOULDER SOLAR POWER, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

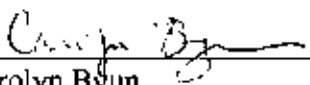
BOULDER SOLAR II, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

BOULDER SOLAR III, LLC
a Delaware limited liability company

By: Hanwha Energy USA Holdings
Corporation

Its: Manager

By:  _____
Name: Carolyn Byun
Title: COO

MANAGER:

BOULDER SOLAR POWER, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

ACKNOWLEDGMENT

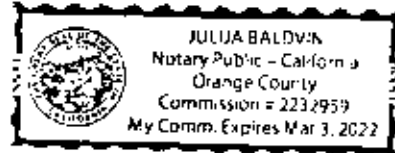
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF Orange)

On August 24, 2021, before me, Julija Balodin, a Notary Public, personally appeared Carolyn Byard, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that ~~he~~she executed the same in ~~his~~her authorized capacity, and that by ~~his~~her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Julija Balodin
Name: Julija Balodin
Notary Public _____

EXHIBIT 29

STORAGE ROUND TRIP EFFICIENCY GUARANTEE

A. Storage Round Trip Efficiency Test.

1. **Testing Prior to Commercial Operation Date.** Upon no less than ten (10) Business Days prior notice to Buyer, and at any time prior to the Commercial Operation Date, Supplier shall schedule and complete a Storage Round Trip Efficiency Test to verify that the Storage Facility can satisfy the Storage Round Trip Efficiency Guarantee. Round-trip efficiency, measured as a percentage, is a ratio of the Energy charged to the battery to the Energy discharged from the battery measured at the Storage Facility Metering Point. It represents the AC-AC (or DC-DC for DC-coupled Storage Facility) efficiency of the Storage Facility including losses from self-discharge and other electrical losses.

2. **Testing after Commercial Operation Date.** At least once per Contract Year (starting after the first Contract Year) at such time during the Contract Year as the Parties may mutually agree, Supplier shall schedule and complete a Storage Round Trip Efficiency Test. Supplier shall coordinate with Buyer to identify a mutually agreeable time for each Storage Round Trip Efficiency Test. In each Contract Year, Supplier shall have the right to run up to four (4) additional Storage Round Trip Efficiency Tests at any time upon five (5) days prior written notice to Buyer (or any shorter period reasonably acceptable to Buyer consistent with Good Utility Practice). In addition, Buyer shall have the right to require an additional Storage Round Trip Efficiency Test at any time upon five (5) days prior written notice to Supplier if Buyer reasonably believes that the Storage Round Trip Efficiency has varied materially from the results of the most recent Storage Round Trip Efficiency Test. For the avoidance of doubt, any additional Storage Round Trip Efficiency Test performed pursuant to the immediately preceding two sentences shall be considered a Storage Round Trip Efficiency Test for purposes of this Exhibit V. If Supplier runs three (3) additional Storage Round Trip Efficiency Test (whether requested by Supplier or Buyer) within a rolling three (3) year period, then promptly after the third such additional Storage Round Trip Efficiency Test Supplier shall: (i) deliver to Buyer a written plan on the maintenance or improvements that it will make with respect to the Storage Facility to ensure that the fourth Storage Round Trip Efficiency Test is passed at the Storage Round Trip Efficiency Guarantee, which plan shall be subject to Buyer's reasonable approval and (ii) thereafter promptly implement the approved plan. Notwithstanding anything to the contrary contained in this Exhibit V, in no event shall Storage Round Trip Efficiency Tests be performed more frequently than monthly.

3. **Witnessing Test; Costs and Expenses.** Buyer shall have the right to send one or more representative(s) to witness all Storage Round Trip Efficiency Tests. Buyer shall be responsible for all costs and expenses payable or reimbursable to its representative(s) witnessing any Storage Round Trip Efficiency Test. All other costs of any Storage Round Trip Efficiency Test shall be borne by Supplier (other than (i) any Charging Energy required to perform such Storage Round Trip Efficiency Test and (ii) any third party costs incurred by Supplier for any Storage Round Trip Efficiency Test required by Buyer, unless such Storage Round Trip Efficiency Test shall result in the Storage Round Trip Efficiency being less than the Storage Round Trip Efficiency established by the immediately preceding Storage Round Trip Efficiency Test, in which case Supplier shall be responsible for such costs).

4. Test Results. No later than five (5) days following any Storage Round Trip Efficiency Test, whether successfully passed or failed, Supplier shall deliver a testing report to Buyer detailing results and findings of the Storage Round Trip Efficiency Test (the “Storage Round Trip Efficiency Testing Report”), including screen shots of the Storage Facility’s SCADA Storage Facility Metering Point data showing Charging Energy and Discharging Energy during the Storage Round Trip Efficiency Test and other reasonable supporting data. The Storage Round Trip Efficiency Testing Report shall include meter readings and plant log sheets verifying the operating conditions and output of the Storage Facility.

5. Storage Round Trip Efficiency Damages. If Storage Round Trip Efficiency determined as a result of the Storage Round Trip Efficiency Test (“Actual RTE”) is less than Storage Round Trip Efficiency Guarantee (“Guaranteed RTE”), then Supplier shall be liable to pay Buyer liquidated damages (“Storage Round Trip Efficiency Damages”) calculated as provided below, provided that Supplier shall not be liable for Storage Round Trip Efficiency Damages if within thirty (30) days following such failed Storage Round Trip Efficiency Test Supplier is able to conduct a Storage Round Trip Efficiency Test which verifies that the Storage Facility satisfies the Storage Round Trip Efficiency Guarantee. The Storage Round Trip Efficiency Damages shall equal the hourly product of:

- (a) Positive value of $(1 - \text{Guaranteed RTE} / \text{Actual RTE})$; where Actual RTE is less than Guaranteed RTE; where $\text{Actual RTE} = \text{EnergyOUT} / \text{EnergyIN}$ (both defined below);
- (b) the Average On-Peak Mead; and
- (c) the actual Discharging Energy.

A Storage Round Trip Efficiency will be considered remedied after a successful re-test. Liquidated damages shall accrue from the day following date of Round Trip Efficiency Test and continuing until successful re-test.

Below is an example scenario and calculation for hourly Storage Round Trip Efficiency Damages:

- a) Actual RTE is 80%; Guaranteed RTE is 85%; $(1 - 0.85 / 0.80)$, or 0.0625,
- b) Applicable Average On-Peak Mead is \$50/MWh, and
- c) Discharging Energy is 50 MWhs

Storage Round Trip Efficiency Damages = $0.0625 * \$50 * 50 \text{ MWhs} = \156.25

6. Invoicing. If Storage Round Trip Efficiency determined as a result of the Storage Round Trip Efficiency Test is less than Storage Round Trip Efficiency Guarantee, then within thirty (30) days after receipt by Buyer of the Storage Round Trip Efficiency Testing Report, including reasonable supporting data, Buyer shall deliver to Supplier an invoice showing Buyer’s computation of the Storage Round Trip Efficiency Damages calculated pursuant to Section A.5 of this Exhibit V. Thereafter, Buyer shall deliver to Supplier an invoice showing Buyer’s computation of the Storage Round Trip Efficiency Damages calculated pursuant to Section A.5 of this Exhibit V for each subsequent month until there is a successful Storage Round Trip Efficiency

Test in accordance with this Exhibit V. Within twenty (20) days of receipt of the invoice, Supplier shall pay to Buyer, by wire transfer of immediately available funds to an account specified in writing by Buyer or by any other means agreed to by the Parties in writing from time to time, the amount set forth as due in such invoice. Any Storage Round Trip Efficiency Damages not paid by Supplier when due under this Section A.6 will bear interest calculated pursuant to Section 7.3 of the Agreement from the date due until but not including the date paid. Buyer reserves its right pursuant to Section 7.5 of the Agreement to set off any amounts owed by Supplier hereunder against any amounts owed by Buyer to Supplier under this Agreement. The dispute provisions of Article 21 shall apply with respect to any dispute between the Parties with respect to the Storage Round Trip Efficiency Testing Report or Buyer's invoice of Storage Round Trip Efficiency Damages.

B. Storage Round Trip Efficiency Test Procedures.

Supplier will perform each Storage Round Trip Efficiency Test in the following manner and utilizing the following steps:

1. Supplier may conduct any pre-capacity test activities required or recommended by the Storage Facility equipment suppliers, including charging or discharging the Storage Facility, prior to commencing step 2 below. During commissioning or re-commissioning after repairs, Supplier to complete any battery balancing activities recommended by the Storage Facility equipment suppliers prior to commencing step 2 below.

2. Supplier will fully discharge the Storage Facility to the minimum recommended state of charge. This is dependent upon the Storage Facility equipment manufacturer specifications, but typically when the state of charge is at 0% as registered in the SCADA.

3. Select appropriate operating mode.

4. Set the Storage Facility ramp rate parameter to the value specified in the applicable Operating Procedures.

5. Charge the Storage Facility to the maximum state of charge. This is dependent on the Storage Facility equipment manufacturer specifications but typically when the state of charge is at 100% as registered in the SCADA. Complete the specified Storage Facility rest period in accordance with the applicable Operating Procedures, if applicable, based on the Storage Facility equipment manufacturer specifications.

6. Review the Storage Facility Metering Point data, and determine and record the "EnergyIN", which is the amount of energy used to charge the Storage Facility from minimum state of charge to maximum state of charge.

7. Discharge the Storage Facility according to the Storage Capacity Test procedures at the higher of the full capacity or the Storage Contract Capacity for the full DURATION]. Do not cease discharging at the [DURATION], but instead discharge shall be stopped based upon the lower of (a) the minimum state of charge specified in the applicable Operating Procedures and (b)

any of the following conditions: a critically low state of charge, power foldbacks, or other safety and system stability reasons.

8. Complete the Storage Facility rest period as provided in the applicable Operating Procedures, if applicable, based on equipment manufacturer specifications.

9. Review the Storage Facility Metering Point data, and determine and record the “EnergyOUT”, which is the amount of energy used to discharge the Storage Facility from maximum state of charge to minimum state of charge.

10. If the Storage Facility will not follow a Discharging Notice within the rest period as specified in the applicable Operating Procedures, then Supplier shall return the state of charge to within the range specified by the Storage Facility equipment manufacturer for standby operations.

EXHIBIT 30

PROJECT MANAGEMENT ORG CHART
[See attached]

REN-4-BS3(b)

**CONFIDENTIAL
FILED UNDER SEAL**

REN-4-BS3(c)

TECHNICAL APPENDIX REN-4-BS3(c)

Summary of Nevada Administrative Codes applicable to Boulder Solar III.

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 long-term 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 \$84.64/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 Companies’ 2024 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 \$34.60/MWh with no escalation for the 25-year term of the contract.

The capacity price for the storage portion of the PPA is \$15,460/MW-month with no escalation for the term of 20 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 Boulder Solar III 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	SO2	CO	VOC	NOX	PM
Boulder Solar/BESS Projects	1.02	3.20	0.64	12.68	3.16
<small>1 Avoided Emissions derived from average heat rate for a state of the art combined cycle unit. This is a conservative assumption as avoided emissions are likely to be from higher heat rate market purchases or from older, less efficient units.</small>					

The project uses de minimis amounts of water, creates no waste streams in its energy production and efficiently utilizes land for solar energy generation and storage, and has minimal impacts on wildlife.

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

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

- *A temporary increase in workforce during the construction phase of the facility of an estimated 350 positions.*
- *A permanent long-term increase in the workforce for the operation and maintenance of the facility of an estimated 2 positions at an estimated average salary of \$66,560 annually, and a total payroll of \$3,328,000 million over 25 years.*
- *The total investment in Nevada’s economy directly associated with the Boulder Solar III project, including but not limited to insurance, property tax, and sales tax, is estimated be more than \$326 million.*
- *The environmental benefit will be a reduction in air emissions as shown in the table above.*

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

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

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

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

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

174 Power Global (“174PG”), in partnership with KOMIPO America (“KA”), represent the Boulder Solar III LLC project. 174PG, a U.S.-based company headquartered in Irvine, CA, is a wholly owned subsidiary of the Hanwha Group, a South Korea-based company. KA is a U.S.-based company headquartered in Henderson, NV. Its parent company, KOMIPO, is a South Korea-based government owned electric generation company based in Boryeong, Korea.

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 market competitive 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 June 1, 2027.

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

The agreement calls for Nevada Power Company (“NPC”) to take delivery of the net energy, including any excess energy, discharging 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 such curtailed product. The agreement permits NPC the flexibility to economically curtail the facility. Excess energy that exceeds one hundred three percent (103%) of the adjusted annual supply amount, shall be paid for at the test product rate of \$18.39 per MWh. NPC has no obligation to pay for generation in excess of the maximum amount of 127.9 MW. NPC has flexibility in operation of the battery storage system which can be dispatched at the discretion of the Company. The Storage Rate is \$15,460 per MW-month.

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 Appendix TRAN-4 for information on the LGIA.

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

When compared to the long-term avoided costs approved by the Commission in Docket No. [21-06001], the blended rate for energy and PCs is lower than the long-term avoided costs in years [2028] through [2051] (non-capacity \$/MWh).

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 2023 Open Resource RFP.

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

The term of the PPA is 25 years for Generating Facility, and 25 years for Storage Facility.

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

The project is located in the City of Boulder City, 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 capacity rights 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 230 kV Nevada Solar One Substation. A one-line diagram depicting the interconnection can be found in Exhibit 5 of the PPA.

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 designated 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 Large Generator Interconnection Agreement for this project has been executed. Network Upgrades identified for this project are at the Nevada Solar One 230 kV Substation Terminal, with an additional 230 kV circuit breaker. The estimated total cost for the Network Upgrades is \$2,000,000.00. This project will require transmission provider interconnection facilities, which includes associated protection, communications, and metering, that are directly paid for by the interconnection customer.

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

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

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

In the event the project does not meet certain performance requirements, the supplier is obligated to compensate 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.

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.

174PG has signed over 3 gigawatts (GW) of power purchase agreements (PPAs) with more than 8 GW of additional solar projects and 10GWh of ESS projects in the development pipeline. Since it's incorporation, KA has sought to build and expand its renewable energy portfolio in the U.S. energy market as a long-term owner and developer; while its parent company KOMIPO has over 16 GW of power plants in operation or under construction globally.

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 230 kV Nevada Solar One Substation. 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 to support the Boulder Solar III interconnection position was originally executed on May 18, 2017. An Amended and Restated LGIA between NPC and Boulder Solar III, LLC was subsequently executed on October 5, 2022. The in-service date is projected to be achieved June 1, 2023.

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 Boulder Solar III energy generation facility is sited entirely on land owned by the City of Boulder City, Nevada, and leased to Boulder Solar III. Energy will be transmitted to the grid via an existing 220kV gen-tie line on Bureau of Land Management (BLM) managed land that is authorized under an existing Boulder Solar rights-of-way. Boulder Solar III has a shared facilities agreement with Boulder Solar to utilize this existing 220kV gen-tie; therefore, the Boulder Solar III project will not require separate preparation of an Environmental Impact Statement (“EIS”) or other National Environmental Policy Act (“NEPA”) analysis for the gen-tie line.

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 Boulder Solar III project are listed in Exhibit 10 and Exhibit 12 of the PPA, Technical Appendix REN-4-BS3(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 Boulder Solar III project are listed in Exhibit 10 and Exhibit 12 of the PPA, Technical Appendix REN-4-BS3(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 obtained site control for the Boulder Solar III project by way of a lease agreement of 760 acres owned by the City of Boulder City, Nevada. The agreement provides various rights, including easements on City-owned land and construction and operation water supply, required to develop, construct and operate the facility. For the gen-tie line that crosses lands managed by the BLM, the project will have a Right-of-Way Grant on a shared transmission line in that is in operation by the existing Boulder Solar Power and Boulder Solar II facilities. Boulder Solar III project has secured a BLM rights-of-way for an approximately 3000-foot-long access road and utility corridor that will accommodate the medium voltage collection system for a part of the Boulder Solar III project. This Right-of-Way has recently been granted by the BLM, and the final Offer Letter is awaiting countersignature by the BLM, which is expected in May 2024.

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

The Company has economic dispatch rights, and curtailment or re-dispatch of up to 100 percent of the net energy can be ordered by the transmission provider, electric system authority, or market operator.

NRS 704.741.4(a) and (b) (Application by small-scale provider of last resort to be regulated as competitive supplier.) requires that the Company provide specific information regarding each new energy resource for which it is seeking approval. The information responsive to NAC 704.741.4(a) and (b) is set forth below:

NRS 704.741.4(a) addresses information required for each energy resource proposed.

NRS 704.741.4(a)1 instructs the Company to provide a description of each energy resource to be constructed, acquired or contracted for by the utility, including,

without limitation, the location of the energy resource, the technology to be used by the energy resource to generate electricity, the anticipated capacity of the energy resource and the anticipated date by which the energy resource will be placed into service;

Boulder Solar III project is located in Clark County, Nevada. It is a 127.9 MW photovoltaic facility with a co-located 127.9 MW battery energy storage system. The power purchase agreement is with Nevada Power for a term of 25-years for the photovoltaic portion and 20-years for the storage system. The project is anticipated to achieve commercial operation by June 1, 2027. It is expected to generate 479,440 MWh and PCs in the first year.

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

The PPA has a flat energy price of \$34.60 per MWh for a term of 25-years. The 127.9-MW, 511 MWh battery rate is \$15,460 per MW-month for a term of 20-years. Additionally, for years 21-25, the remaining battery capacity will be available exclusively to NV Energy at \$0.00/MW-month..

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

The energy resource will be utilized by the utility pursuant to a power purchase agreement with Boulder Solar III, LLC.

NRS 704.741.4(a)4 Any other information required by the Commission to evaluate the prudence of the scenario.

This project is required for resource adequacy and RPS compliance needs.

NRS 704.741.4(b) addresses evaluations required for alternative plans, including rate impact analysis required for *all* of the alternative plans. It requires an evaluation of the impact that the implementation of the scenario will have on:

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

174PG estimates that the Boulder Solar III project will provide more than 350 construction jobs over the construction period. After commercial operation in June 2027, the facility is expected to provide two permanent jobs with an average annual salary of \$66,650, and a total payroll of approximately \$3,328,000 over the 25-year term of the PPA. Overall, based on information provided by 174PG, the Companies estimate that the total investment, including but not limited to job training, apprenticeships, etc., in Nevada's economy directly associated with the Boulder Solar III project will be more than \$326 million. A work site agreement, in the form included in the executed PPA, will be executed between either 174PG or its primary construction contractor and IBEW Local Union 357 and IBEW Local Union 396.

REN-4-BS3(d)

**KEY PROVISIONS OF THE BOULDER SOLAR III
POWER PURCHASE AGREEMENT**

PROVISION	SOLAR + STORAGE
Owner	Hanwha Energy USA Holding Corporation dba 174 Power Global
Off Taker	Nevada Power Company, dba NV Energy
Term	The term of the PPA is 25 years for Generating Facility, and 25 years for Storage Facility. The Terminated Storage Provisions shall automatically terminate, be null and void and of no force and effect effective as of the hour ending at 2400 on the last day of the twentieth (20th) Contract Year.
Contract Capacity	127.9 MW of Generating Facility and 127.9 MW of Battery Storage Facility (Exhibit 1)
Expected Commercial Operation	June 1, 2027 (Exhibit 6)
Product Description	Solar Photovoltaic Generation and Battery Storage
Annual Supply Amount (Contract Year 1)	412,809 MWh Annual Supply Amount (Exhibit 13); plus 58,652 MWh of Charge-Only Energy Total Expected MWh: 471,461 MWh
Yearly PC Amount (Contract Year 1)	412,809 kPCs Annual Supply Amount (Exhibit 18); plus 58,652 kPCs of Charge-Only Energy Total Expected PCs: 471,461 kPCs
Delivery Point Maximum Amount	127.9 MWh in any Delivery Hour (Exhibit 13)
Supply Degradation	Annual Supply Amount and Yearly PC Amount each decline by 0.5% per year. (§3.8)
Pricing	
Product Rate	Solar: \$34.60 per MWh, the solar Product Rate Storage: \$15,460 per MW-month, the Storage Rate with no escalation for the first 20 years and then \$0.00/MW-month for the remaining 5 years of the total 25-year term. (Exhibit 2A)
Provisional Rate	Seventy-five percent (75%) of the Product Rate for each MWh of Provisional Energy (§4.1.1.2)
Provisional Energy (Defined)	Net Energy (but not Test Energy), that the Generating Facility is capable of consistently generating, that is delivered by Supplier to Buyer prior to Commercial Operation Date. Supplier shall provide notice when Provisional Energy is available and Buyer and Supplier shall mutually agree to the date and time when Provisional Energy shall be supplied. (§4.1.1.3)
Excess Energy (Rate)	All Product (except Storage Product) associated with Excess Energy from and after the Commercial Operation Date shall be paid for at the Test Product Rate for each

	MWh of Excess Energy. (§4.1.2.3)
Excess Energy (Defined)	(a) with respect to the Stub Period, the portion of the Delivered Amount for the Stub Period, if any, that exceeds an amount equal to (i) one hundred percent (100%) of the Adjusted Stub Period Supply Amount plus (ii) a pro-rated portion of Annual Charging-Only Energy Amount, and (b) with respect to a Contract Year, the portion of the Delivered Amount for such Contract Year, if any, that exceeds an amount equal to (i) one hundred percent (100%) of the Adjusted Annual Supply Amount plus (ii) the Annual Charging-Only Amount for such Contract Year; provided, however, that Delivered Amount (excluding Charging Energy) in excess of the Delivery Point Maximum Amount for any Delivery Hour shall be excluded for purposes of determining Excess Energy. (§1.74)
Test Product Rate	the lesser of: (i) fifty percent (50%) of the Product Rate; or (ii) the Mead for each Delivery Hour of Test Energy for each MWh of Delivered Amounts of Net Energy (§4.1.1.1)
Test Energy (Defined)	Net Energy delivered by Supplier to Buyer after the Operation Date and prior to the Commercial Operation Date that is not Provisional Energy or Excess Energy. (§1.205)
Maximum Amount (Rate)	No payment for Delivered Amounts above the Maximum Amount. (§4.1.4)
Energy Delivery Requirements	
Measurement Period	Each two (2) consecutive Contract Years commencing with the first two (2) Contract Years of the Term (§1.104) (i.e., Contract Years 1 and 2 shall comprise the first such Measurement Period, Contract Years 3 and 4 shall comprise the second Measurement Period, Contract Years 5 and 6 shall comprise the third Measurement Period, etc.).
Shortfall Threshold	With respect to the Summer Months in any Measurement Period, the product of (a) 0.90 multiplied by (b) the difference between (i) the sum of the Monthly On-Peak Supply Amount for such Summer Months minus (ii) the total amount of Net Energy associated with Excused Product (if any) during the On-Peak hours of such Summer Months. (§3.6.1.1)
Shortfall Amount	With respect to the Summer Months in any Measurement Period, an amount expressed in MWh equal to the Shortfall Threshold for such Summer Months minus the sum of all Delivered Amounts during the On-Peak hours of such Summer Months, provided that if the calculation of Shortfall Amount yields an amount of zero or less for the Summer Months in any Measurement Period, then no Shortfall Amount will be deemed to exist with respect to such Summer Months. (§3.6.1.2)
Replacement Cost	with respect to any Summer Months in any Measurement Period shall equal (a) the Shortfall Amount for such Summer Months multiplied by (b) the greater of (i) ten-

	percent (10%) of the Product Rate or (ii) an amount equal to Average On-Peak Mead for the Summer Months minus the Product Rate, provided that if the calculation of Replacement Costs yields an amount of zero or less for such Summer Months, then no Replacement Costs will be payable with respect to such Summer Months. (§3.6.1.3)
Voltage Support	The IA requires the Facility to maintain a composite power delivery at continuous rated power output at the point of interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, unless Transmission Provider has established different requirements that apply to the Facility and all generators in the control area on a comparable basis. In addition to the requirements of the IA, the Facility will provide voltage set point control at the point of interconnection within the range of 0.90 leading to 0.90 lagging at full rated real-power output, as available, within the capabilities of the Facility. Additional details are included in Section 3.4.5 of the PPA. (§3.4.5)
PC Delivery Requirements	
Measurement Period	Each two (2) consecutive Contract Years commencing with the first two (2) Contract Years of the Term (§1.104)
PC Shortfall Amount	(A) the sum of the Yearly PC Amount for the Contract Years in such Measurement Period; minus (B) the total amount of PCs associated with Excused Product during such Measurement Period; minus (C) the Delivered PCs during such Measurement Period. If the calculation of the PC Shortfall Amount set forth in this Section 3.7.1 yields an amount of zero or less for any Measurement Period, then no PC Shortfall will be deemed to exist with respect to such Measurement Period. (§3.7.1)
PC Replacement Cost	Determined by Buyer exercising its reasonable discretion based on the estimated cost of purchasing PCs to replace the PC Shortfall Amount from the same resource type with a comparable expiration date or the cost of replacing the PC Shortfall Amount with PCs of Buyer's choice already in Buyer's PC Account; provided, however, that Buyer shall not be required to actually purchase replacement PCs in order to receive payment from Supplier for PC Replacement Costs. Buyer shall include in the PC Replacement Costs any Penalties allocable to Supplier's proportionate amount of Buyer's aggregate shortfall under the applicable Portfolio Standard (factoring in Supplier's shortfall in prior years carried forward as a deficit or reducing the surplus in such prior years). (§3.7.2)
Delay Damages, Deficit Damages	

<p>Daily Delay Damages</p>	<p>An amount equal to: (a) with respect to the first (1st) through and including the sixtieth (60th) day subsequent to the Commercial Operation Deadline, Two Hundred Sixty-Four Dollars and Ten Cents (\$264.10) 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, Eight Hundred Forty Dollars and Seventeen Cents (\$840.17) per MW of Expected Nameplate Capacity Rating per day; and (c) with respect to the one-hundred-twenty-first (121st) through and including the one hundred and eighty (180th) day subsequent to the Commercial Operation Deadline, One Thousand Two Hundred Twenty-Nine Dollars and Six Cents (\$1,229.06) per MW of Expected Nameplate Capacity Rating per day. (\$1.45)</p>
<p>Nameplate Damages</p>	<p>8.6.1 If the Certified Nameplate Capacity Rating is less than the Expected Nameplate Capacity Rating, Supplier shall provide Buyer a onetime payment in an amount equal to (a) subtracting (i) Certified Nameplate Capacity Rating from (ii) the Expected Nameplate Capacity Rating in MW, multiplied by (b) Deficit Damages Rate per MW of difference (“Deficit Damages”), provided that in no event shall the Certified Nameplate Capacity Rating be less than the Required Nameplate Capacity Rating. Supplier’s total liability for Deficit Damages shall not exceed Five Million One Hundred Sixteen Thousand Six Hundred Dollars (\$5,116,000). Additional details are included in Section 8.6 of the PPA. (§8.6.1)</p>
<p>Termination Rights</p>	
<p>Force Majeure</p>	<p>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. (§2.3.3)</p> <p>The sole relief available for an event of Force Majeure or claim of Force Majeure shall be, for the period of demonstrated delay or failure caused by the event of Force Majeure, either an extension of time on a day for day basis for such period, or relief from performance of the impacted obligation for such period. In no event shall a Force Majeure Event or claim of Force Majeure entitle Supplier to an increase to any compensation due Supplier hereunder. (§20.1)</p>

REN-5-LS(a)

Execution Version

**LONG-TERM RENEWABLE
POWER PURCHASE AGREEMENT**

BETWEEN

NEVADA POWER COMPANY D/B/A NV ENERGY

AND

LIBRA SOLAR LLC

**Libra Solar & Storage Project
Mineral, Nevada**

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LONG-TERM RENEWABLE POWER PURCHASE AGREEMENT

This Long-Term Renewable Power Purchase Agreement (this “Agreement”) is made and entered into as of May 3, 2024 (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 **LIBRA SOLAR LLC**, a Delaware limited liability company (“Supplier”). Buyer and Supplier are sometimes referred to individually as a “Party” and collectively as the “Parties.”

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

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

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

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

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

1. DEFINITIONS

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

- 1.1 “Accepted Compliance Costs” is defined in Section 3.5.
- 1.2 “Adjusted Annual Supply Amount” means, with respect to a Contract Year, the Annual Supply Amount less the total amount of Net Energy associated with Excused Product, if any, for such Contract Year.
- 1.3 “Adjusted Stub Period Supply Amount” means, with respect to the Stub Period, the Stub Period Supply Amount less the total amount of Net Energy associated with Excused Product, if any, for the Stub Period.
- 1.4 “Affiliate” means, with respect to any Person, each Person that directly or indirectly, controls or is controlled by or is under common control with such Person. For the purposes of this definition, “control” (including, with correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any Person, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management, operations or policies of such

Person, whether through the ownership of voting securities or by contract or otherwise. Notwithstanding the foregoing, (a) 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 and (b) with respect to Supplier, unless Supplier assigns this Agreement or there is a change of control of Supplier, Affiliate shall include only Arevia Power, LLC and its direct and indirect, wholly owned subsidiaries.

- 1.5 “Agreement” means this Long-Term Renewable Power Purchase Agreement together with the Exhibits attached hereto, as amended from time to time.
- 1.6 “ALTA Survey” means a land survey prepared and certified in accordance with the standards jointly promulgated by the American Land Title Association and the American Congress on Surveying and Mapping.
- 1.7 “Ancillary Services” means those services necessary to support the transmission of electric power from Supplier to Buyer and to maintain reliable operations of the Transmission System, including voltage control, operating reserve, spinning reserve, frequency response and reactive power.
- 1.8 “Annual Supply Amount” means, with respect to each Contract Year, the sum of the twelve (12) Monthly Supply Amounts for that Contract Year.
- 1.9 “Approval Date” means the date on which all of the Conditions Precedent have been satisfied or waived in accordance with Section 16.
- 1.10 “Approved Contractor” is defined in Section 8.1.2.
- 1.11 “Approved Entity” means any Approved Contractor or Qualified Operator.
- 1.12 “ASC” is defined in Section 12.7.
- 1.13 “Availability Liquidated Damages” is defined in Exhibit 26.
- 1.14 “Availability Notice” means a notice delivered by Supplier to Buyer pursuant to Section 14.2 notifying Buyer of the availability of the Facility.
- 1.15 “Availability Test” means the test described in Exhibit 26.
- 1.16 “Average On-Peak Mead” means the simple average of Mead for the On-Peak hours of the Summer Months or the Non-Summer Months, as applicable.
- 1.17 “Balancing Authority Area” is defined in the OATT (as may be modified from time to time) of the Balancing Authority Area Operator.
- 1.18 “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.

- 1.19 “Bankruptcy” means with respect to an entity, such entity (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger); (b) becomes insolvent or is unable to pay its debts or fails or admits in writing its inability generally to pay its debts as they become due; (c) makes a general assignment, arrangement or composition with or for the benefit of its creditors; (d) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (ii) is not dismissed, discharged, stayed or restrained in each case within sixty (60) days of the institution or presentation thereof; (e) has a resolution passed for its winding-up, official management or liquidation (other than pursuant to a consolidation, amalgamation or merger); (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within sixty (60) days thereafter; (h) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in clauses (a) to (g) (inclusive); or (i) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts.
- 1.20 “Billing Period” is defined in Section 7.2.1.
- 1.21 “Business Day” means any day other than Saturday, Sunday and any day that is a holiday observed by Buyer.
- 1.22 “Buyer” is defined in the preamble of this Agreement and includes such Person’s permitted successors and assigns.
- 1.23 “Buyer ROFO Notice” is defined in Section 6.1.1.
- 1.24 “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.
- 1.25 “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 other approvals, consents, authorizations or permits of, or filings with or notifications to Governmental Authorities as may

be required by Buyer in connection with the execution, delivery and performance of this Agreement.

- 1.26 “CAMD” means the Clean Air Markets Division of the Environmental Protection Agency or successor administrator, or any Governmental Authority given jurisdiction over a program involving transferability of Renewable Energy Benefits or any part thereof.
- 1.27 “Capacity Rights” means any current or future defined characteristic, certificate, tag, credit, or attribute thereof, or accounting construct, including any of the same counted towards any current or future resource adequacy or reserve requirements, associated with the electric generation capability and capacity of the Facility or the Facility’s capability and ability to produce energy. Capacity Rights do not include any Tax Credits of any kind existing now or in the future associated with the construction, ownership or operation of the Facility.
- 1.28 “Certified Nameplate Capacity Rating” is defined in Section 8.3.2.2.
- 1.29 “Charging Energy” means all Energy, less transformation and transmission losses, if any, delivered to the Storage Facility Metering Point in accordance with a Charging Notice from Buyer pursuant to Section 3.4.6.
- 1.30 “Charging Notice” means an operating instruction, and any subsequent updates thereto, given by Buyer to Supplier, directing the Storage Facility to charge at a specific MW rate, provided that any operating instruction shall be in accordance with the Operating Procedures. Charging Notices may be communicated electronically, via facsimile, telephonically or other verbal means, provided that telephonic or other verbal communications shall be documented promptly after making such communications (either recorded by tape, electronically or in writing), and such recordings shall be made available to both Buyer and Supplier upon request for settlement purposes. For the avoidance of doubt, any Buyer request to initiate a Storage Capacity Test shall not be considered a Charging Notice.
- 1.31 “Code” means the United States Internal Revenue Code of 1986, as amended.
- 1.32 “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 Expected Storage Facility Nameplate Capacity Rating; (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 8.3.3.
- 1.33 “Commercial Operation Date” means the date on which Commercial Operation occurs.

- 1.34 “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.
- 1.35 “Complete DNR Designation” means a DNR Designation for the Facility with (a) the Expected Nameplate Capacity Rating and Expected Storage Facility Nameplate Capacity Rating and (b) Commercial Operation occurring no later than the Commercial Operation Deadline.
- 1.36 “Compliance Cost Cap” is defined in Section 3.5.
- 1.37 “Conditions Precedent” is defined in Section 16.1.
- 1.38 “Construction Contract” means the contract for the engineering and construction of the Facility between the 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.
- 1.39 “Construction Contractor” means the contractor that is party to the Construction Contract and is among the Approved Contractors listed on Exhibit 23.
- 1.40 “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.
- 1.41 “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).
- 1.42 “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.
- 1.43 “Covered Facility” is defined in Section 24.5.1.
- 1.44 “COVID-19” means the viral pneumonia named coronavirus disease 2019 (COVID-19) by the World Health Organization and caused by the virus named Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2) by the International Committee on Taxonomy of Viruses and any mutations or variants thereof or related or associated epidemics, pandemics or disease outbreaks.
- 1.45 “Credit Event” means, with regard to an Approved Entity, such Approved Entity has experienced any of the following after the Effective Date: (a) if it has a Credit Rating, it receives a downgrade in its Credit Rating by the Relevant Rating Agency to below the Minimum Credit Rating; (b) its financial statements are reissued to

reflect a material detrimental event; (c) a going concern warning is issued by its management or auditors; or (d) Bankruptcy.

- 1.46 “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.
- 1.47 “Critical Project Milestone” means a Project Milestone designated as a Critical Project Milestone on Exhibit 6.
- 1.48 “Cure Period” is defined in Section 24.3.
- 1.49 “Curtailed Product” is defined in Section 10.3.
- 1.50 “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 Eighty-Eight Dollars and Eighty-Nine Cents (\$388.89) per MW of the 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, Seven Hundred Seventy-Seven Dollars and Seventy-Eight Cents (\$777.78) per MW of the Expected Nameplate Capacity Rating per day; and (c) with respect to the one-hundred-twenty-first (121st) through and including the one hundred and eightieth (180th) day subsequent to the Commercial Operation Deadline, One Thousand One Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$1,166.67) per MW of the Expected Nameplate Capacity Rating per day.
- 1.51 “Daily On-Peak Supply Amount” means, with respect to a month, the sum of the Supply Amounts for the Delivery Hours ending 07:00 through 22:00 PPT for each day in that month.
- 1.52 “Daily Supply Amount” means, with respect to each day of a month, the sum of the Supply Amounts for the Delivery Hours ending 01:00 through 24:00 PPT for that month.
- 1.53 “Defaulting Party” is defined in Section 24.1.
- 1.54 “Deficit Damages” is defined in Section 8.6.1.
- 1.55 “Deficit Damages Rate” means Three Hundred Thousand Dollars (\$300,000) per MW.
- 1.56 “Delivered Amount” means, with respect to any Delivery Hour, the actual amount of Net Energy delivered by Supplier and accepted by Buyer at the Delivery Point during such Delivery Hour, including Charging Energy delivered by Supplier at the Storage Facility Metering Point during such Delivery Hour.
- 1.57 “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.

- 1.58 "Delivery Hour" means each hour.
- 1.59 "Delivery Point" means, with respect to Net Energy (excluding Charging Energy) and Discharging Energy, the delivery point on the Transmission System set forth on Exhibit 5.
- 1.60 "Derating" means a condition of the Generating Facility as a result of which it is unable to produce the Supply Amount during a Delivery Hour.
- 1.61 "Designated Network Resource" has the meaning set forth in the OATT.
- 1.62 "Development Security" is defined in Section 17.1.
- 1.63 "Discharging Energy" means all energy discharged by the Storage Facility, less transformation and transmission losses, if any, delivered to the Delivery Point.
- 1.64 "Discharging Notice" means an operating instruction, and any subsequent updates thereto, given by Buyer to Supplier, directing the Storage Facility to discharge Discharging Energy at a specific MW rate, provided that any operating instruction shall be in accordance with the Operating Procedures. Discharging Notices may be communicated electronically, via facsimile, telephonically or other verbal means, provided that telephonic or other verbal communications shall be documented promptly after making such communications (either recorded by tape, electronically or in writing), and such recordings shall be made available to both Buyer and Supplier upon request for settlement purposes.
- 1.65 "Dispute" is defined in Section 21.1.
- 1.66 "DNR Designation" means the designation of the Facility as a Designated Network Resource by the Transmission Provider.
- 1.67 "DNR Designation/DNR PPA Amendment Deadline" means April 26, 2025.
- 1.68 "DNR IA Amendment" means an amendment to the IA that reflects the conditions set forth in either a Complete DNR Designation or a DNR Designation for the Facility, provided that under no circumstances will Supplier be obligated to bear any costs above those identified in Attachment 1 of the IA.
- 1.69 "DNR IA Amendment Deadline" means April 26, 2025.
- 1.70 "DNR PPA Amendment" means an amendment to this Agreement that reflects the conditions set forth in the DNR Designation of the Facility.
- 1.71 "Early Termination Purchase Option" is defined in Section 6.3.
- 1.72 "Economic Curtailment" is defined in Section 10.4.1.

- 1.73 “Economic Curtailed Product” is defined in Section 10.4.2.
- 1.74 “Effective Date” is defined in the preamble of this Agreement.
- 1.75 “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.
- 1.76 “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 the Transmission Provider or any Electric System Authority to be (a) reasonably likely to endanger life or property and necessitates immediate action to avert injury to persons or serious damage to property or (b) reasonably likely to adversely affect, degrade or impair Transmission System reliability or transmission system reliability of the transmission system of other electric utilities.
- 1.77 “Energy” means all energy that is generated by the Generating Facility.
- 1.78 “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.
- 1.79 “Environmental Contamination” means the introduction or presence of Hazardous Substances at such levels, quantities or locations, or of such form or character, as to constitute a violation of Laws and present a material risk under Laws that the Project Site will not be available or usable for the purposes contemplated by this Agreement.
- 1.80 “Environmental Law” means any Law relating to the protection, preservation or restoration of human health, the environment, or natural resources, including any Law relating to the releases or threatened releases of Hazardous Substances into any medium (including ambient air, surface water, groundwater, land, surface and subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, release, transport and handling of Hazardous Substances.
- 1.81 “Event of Default” is defined in Section 24.1.
- 1.82 “EWG” means an “exempt wholesale generator” as defined in the Public Utility Holding Company Act of 2005 and in implementing regulations issued thereunder.
- 1.83 “Excess Charging Energy” is defined in Section 3.4.6.3.
- 1.84 “Excess Energy” means, (a) with respect to the Stub Period, the portion of the Delivered Amount for the Stub Period, if any, that exceeds one hundred five percent (105%) of the Adjusted Stub Period Supply Amount, and (b) with respect to a

Contract Year, the portion of the Delivered Amount for such Contract Year, if any, that exceeds one hundred five percent (105%) of the Adjusted Annual Supply Amount for such Contract Year; provided, however, that Delivered Amount in excess of the Maximum Amount for any Delivery Hour shall be excluded for purposes of determining Excess Energy.

- 1.85 “Excused Product” is defined in Section 3.6.4.
- 1.86 “Expected Nameplate Capacity Rating” is defined in Exhibit 1.
- 1.87 “Expected Storage Facility Nameplate Capacity Rating” is defined in Exhibit 1.
- 1.88 “Facility” means the Generating Facility and the Storage Facility.
- 1.89 “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.
- 1.90 “FERC” means the Federal Energy Regulatory Commission and any successor.
- 1.91 “For Cause” means with regard to any Approved Entity any of the following occurring after the Effective Date: (a) (i) such Approved Entity is in material breach of a written contract between Buyer or an Immediate Affiliate and (ii) Buyer or such Immediate Affiliate, as applicable, has provided written notice of such breach to such Approved Entity, or (b) such Approved Entity has experienced a Credit Event, or (c) Buyer or an Immediate Affiliate is in active litigation before a court or arbitral body with such Approved Entity, excluding any federal, state, or local regulatory proceeding.
- 1.92 “Force Majeure” is defined in Section 20.2.
- 1.93 “Generating Facility” means Supplier’s generating power plant as described in Exhibit 1, located at the Project Site as identified in Exhibit 3A and 3B and including mechanical equipment and associated facilities and equipment required to deliver Net Energy to the Delivery Point and Storage Facility Metering Point, including items as further described in Exhibits 1, 3A, 3B, 5 and 14, and as such generating power plant may be expanded or otherwise modified from time to time in accordance with the terms hereof.
- 1.94 “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.

- 1.95 “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.
- 1.96 “Governmental Authority” means, as to any Person, any federal, state, tribal, 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.
- 1.97 “Guaranteed Storage Availability” is defined in Section 3.4.8.1.
- 1.98 “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.
- 1.99 “IA” means the Large Generator Interconnection Agreement, as amended from time to time, dated as of January 31, 2023 between Supplier and the Transmission Provider for the Facility.
- 1.100 “IEEE-SA” means the Institute of Electrical and Electronics Engineers Standards Association and any successor entity thereto.
- 1.101 “Immediate Affiliate” means Nevada Power Company or NV Energy, Inc.
- 1.102 “Indemnified Party” is defined in Section 18.1.

- 1.103 “Indemnifying Party” is defined in Section 18.1.
- 1.104 “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.
- 1.105 “ITC” means the investment tax credit established pursuant to Section 48 of the Code, or the clean energy investment tax credit pursuant to Section 48E of the Code.
- 1.106 “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.
- 1.107 “Long-Lead Major Equipment Contract” means any Major Equipment Contract entered into by Supplier for the procurement of switches, breakers, or generator step up transformers.
- 1.108 “Loss” with respect to a Person means, any and all claims, demands, suits, obligations, payments, liabilities, costs, fines, Penalties, sanctions, Taxes, judgments, damages, losses or expenses imposed by a third party upon such Person or incurred in connection with a claim by a third party against such Person.
- 1.109 “Licensed Professional Engineer” means a person proposed by Supplier and acceptable to Buyer in its reasonable judgment who: (a) is licensed in Nevada to practice engineering in the appropriate engineering discipline for the required certification being made; (b) has training and experience in the engineering disciplines relevant to the matters with respect to which such person is called upon to provide a certification, evaluation or opinion; (c) has no economic relationship, association, or nexus with Supplier for services previously or currently being rendered to Supplier or its members or Affiliates, and is not an employee of Supplier or its members or Affiliates; and (d) is not a representative of a consulting engineer, contractor, designer or other individual involved in the development of the Facility, or of a manufacturer or supplier of any equipment installed in the Facility.
- 1.110 “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.
- 1.111 “Major Equipment Contract” means the Short-Lead Major Equipment Contracts and the Long-Lead Major Equipment Contracts.
- 1.112 “Major Equipment Contractor” means, with respect to a Major Equipment Contract, the equipment supplier or contractor that is party to such Major Equipment Contract and is among the Approved Contractors listed on Exhibit 23.

- 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, with respect to a Delivery Hour, 735 MWh, excluding Charging Energy.
- 1.115 “Mead” means the Hourly Mead Index published by Powerdex.
- 1.116 “Measurement Period” means each two (2) consecutive Contract Years commencing with the first two (2) Contract Years 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 and Station Usage from the Facility, the quantities of Charging Energy delivered to the Storage Facility Metering Point, the amount of Discharging Energy delivered to the Delivery Point, and for recording other related parameters required for the reporting of data to Supplier; (b) the computation of the payments due from one Party to another under this Agreement; and (c) compliance with requirements of any Electric System Authority, any Governmental Authority or Transmission Provider. Meters do not include any check meters Supplier may elect to install as contemplated by Section 7.1.1.
- 1.118 “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 “Monthly Supply Amount” means, with respect to a month, the sum of the Daily Supply Amount for each day in such month.
- 1.121 “Monthly On-Peak Supply Amount” means, with respect to a month, the sum of the Daily On-Peak Supply Amount for each day in such month.
- 1.122 “Moody’s” means Moody’s Investor Services, Inc. and any successor.
- 1.123 “MVAR Limit” is defined in Section 3.4.5.
- 1.124 “MW” means megawatts of electrical power in AC.
- 1.125 “MWh” and “MWhs” mean a megawatt hour or megawatt hours of electrical energy.
- 1.126 “NAC” means the Nevada Administrative Code.

- 1.127 “NERC” means the North American Electric Reliability Corporation and any successor.
- 1.128 “Net Energy” means all Energy (including Charging Energy, but not Discharging Energy), less Station Usage and transformation and transmission losses and other adjustments (e.g., Supplier’s load other than Station Usage), if any, delivered to and received by Buyer at the Delivery Point or delivered to the Storage Facility Metering Point, as applicable. Buyer’s payment for Net Energy during any applicable Billing Period shall not be for more than the total amount of Energy flowing through, and delivered at, the Delivery Point and Storage Facility Metering Point during such Billing Period, such amount subject to adjustment as provided for in Section 7.2.
- 1.129 “Non-Defaulting Party” means the Party other than the Defaulting Party.
- 1.130 “Non-Summer Months” means all months of the Stub Period or a Contract Year, not including the Summer Months.
- 1.131 “Notice” is defined in Section 29.1.1.
- 1.132 “Notice to Proceed” means a full notice to proceed issued by Supplier to its Construction Contractor pursuant to the Construction Contract to commence work under the Construction Contract.
- 1.133 “NRS” means the Nevada Revised Statutes.
- 1.134 “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.
- 1.135 “OFAC” is defined in Section 25.15.1.
- 1.136 “OFAC Sanctions List” is defined in Section 25.15.1.
- 1.137 “Offered Interests” is defined in Section 6.1.1.
- 1.138 “Off-Peak” means hours ending 01:00 through 06:00 PPT and hours ending 23:00 through 24:00 PPT of each day.
- 1.139 “On-Peak” means hours ending 07:00 through 22:00 PPT of each day.
- 1.140 “Operating Procedures” is defined in Section 8.8.
- 1.141 “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.

- 1.142 “Operating Security” is defined in Section 17.2.
- 1.143 “Operation Date” means the first date on which the Generating Facility is energized and operates in parallel with the Transmission System and delivers Net Energy to and at the Delivery Point and the Storage Facility Metering Point and the Storage Facility is fully capable of charging, storing and discharging energy up to the Expected Storage Facility Nameplate Capacity Rating and receiving instructions to charge, store and discharge energy.
- 1.144 “Party” or “Parties” means each entity set forth in the preamble of this Agreement and its permitted successor or assigns.
- 1.145 “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.
- 1.146 “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.
- 1.147 “PC Replacement Costs” is defined in Section 3.7.1.
- 1.148 “PC Shortfall” is defined in Section 3.7.1.
- 1.149 “PC Shortfall Amount” is defined in Section 3.7.1.
- 1.150 “Penalties” means any penalties, fines, damages, or sanctions attributable to Supplier’s failure to perform under this Agreement and actually imposed on Buyer by any Governmental Authority, the Transmission Provider or any Electric System Authority.
- 1.151 “Person” or “Persons” means any natural person, partnership, limited liability company, joint venture, corporation, trust, unincorporated organization, or Governmental Authority.
- 1.152 “Planned Outage” is defined in Section 11.1.
- 1.153 “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).

- 1.154 “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.
- 1.155 “PPT” means Pacific Standard Time or Pacific Daylight Time, whichever is then prevailing in Las Vegas, Nevada.
- 1.156 “Product” means all (a) Net Energy, (b) PCs (and any equivalent rights in any other jurisdiction), (c) Renewable Energy Benefits, (d) Capacity Rights, (e) Ancillary Services, and (f) Storage Product, in each case, arising from or relating to the Facility.
- 1.157 “Product Rate” means, for any period, the applicable rate set forth in Exhibit 2A.
- 1.158 “Prohibited Countries” is defined in Section 25.16.
- 1.159 “Prohibited Vendors” is defined in Section 25.17.
- 1.160 “Project Milestone” means each of the milestones listed in Exhibit 6.
- 1.161 “Project Site” means the site for the Facility, as more particularly described in Exhibit 3A and depicted in Exhibit 3B.
- 1.162 “Provisional Energy” means Net Energy (but not Test Energy) that is delivered by Supplier to Buyer prior to the Commercial Operation Date and at the request of Buyer that is provided in amounts of no less than five (5) MW up to an aggregate maximum of seven hundred (700) MW.
- 1.163 “Provisional Rate” is defined in Section 4.1.1.2.
- 1.164 “PTC” means the production tax credit established pursuant to Section 45 of the Code, or the clean electricity production tax credit pursuant to Section 45Y of the Code, and any successor provisions thereto.
- 1.165 “PTC Period” is defined in Exhibit 2A.
- 1.166 “PTC Rate” is defined in Exhibit 2A.
- 1.167 “PUCN” means the Public Utilities Commission of Nevada and any successor.

- 1.168 “PUCN Approval” means a final order issued by the PUCN pursuant to NRS Section 704.751 accepting Buyer’s 2024 triannual Integrated Resource Plan, which order (a) approves the transactions contemplated by this Agreement, (b) is not the subject of (i) a petition for reconsideration or rehearing filed pursuant to NAC Section 703.801, (ii) a petition for judicial review filed pursuant to NRS Section 703.373, or (iii) a petition for preliminary injunction filed pursuant to NRS Section 703.374, and (c) includes (i) a determination that the terms and conditions of this Agreement are just and reasonable, and (ii) a determination that the costs of purchasing Product under this Agreement are prudently incurred and that Buyer may recover all just and reasonable costs of Product purchased under this Agreement.
- 1.169 “PUCN Approval Deadline” means two hundred seventy (270) days after the regulatory filing is made by Buyer.
- 1.170 “Purchase Option” is defined in Section 6.2.
- 1.171 “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.
- 1.172 “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.
- 1.173 “Qualified Operator” means an operator who has (i) at least three (3) years of experience operating a generating plant of similar technology and at least 200 MW capacity and (ii) at least two (2) years of experience operating a storage facility of at least ten (10) MW and similar technology to the Storage Facility, and (iii) has not been subject to termination, litigation, or material disputes (where the monetary claims at issue are in excess of One Million Dollars (\$1,000,000) in the aggregate) with the Buyer arising from contractual matters within the last five (5) years.
- 1.174 “Qualified Transferee” means a Person that is at least as financially and operationally qualified as Supplier as of the Effective Date and, at a minimum, (a) has a tangible net worth of at least Thirty Million Dollars (\$30,000,000) or provides adequate assurance in an amount and form reasonably acceptable to Buyer, and (b) is (or agrees to contract with) a Qualified Operator.
- 1.175 “Relevant Rating Agency” means Moody’s or S&P.
- 1.176 “Reliability Coordinator” means the entity that is the highest level of authority who is responsible for the reliable operation of the Transmission System.
- 1.177 “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) benefits

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

- 1.178 “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.
- 1.179 “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.
- 1.180 “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.

- 1.181 “Replacement Costs” is defined in Section 3.6.1.3 with respect to the Summer Months and Section 3.6.2.3 with respect to Non-Summer Months.
- 1.182 “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.
- 1.183 “Required Nameplate Capacity Rating” means six hundred sixty-five (665) MW.
- 1.184 “Restricted Transaction” is defined in Section 6.1.1.
- 1.185 “ROFO” is defined in Section 6.1.
- 1.186 “ROFO Period” is defined in Section 6.1.1.
- 1.187 “ROFO Seller” is defined in Section 6.1.1.
- 1.188 “Seller ROFO Notice” is defined in Section 6.1.1.
- 1.189 “Short-Lead Major Equipment Contract” means any Major Equipment Contract for the procurement of equipment for the Facility that is not a Long-Lead Major Equipment Contract.
- 1.190 “Shortfall” is defined in Section 3.6.1.1 with respect to the Summer Months and Section 3.6.2.1 with respect to Non-Summer Months.
- 1.191 “Shortfall Amount” is defined in Section 3.6.1.2 for the Summer Months and Section 3.6.2.2 for Non-Summer Months.
- 1.192 “Shortfall Threshold” is defined in Section 3.6.1.1 for the Summer Months and Section 3.6.2.1 for the Non-Summer Months.
- 1.193 “Standard and Poor’s” or “S&P” means Standard and Poor’s Ratings Group, a division of McGraw Hill, Inc., and any successor.
- 1.194 “Standby Service” means the electric service supplied by Sierra Pacific Power Company pursuant to Schedule LSR, Large Standby Service Rider, as such tariff is in effect and as may be amended from time to time.
- 1.195 “Station Usage” means all energy used by the Facility.
- 1.196 “Storage Capacity” means the maximum dependable operating capability of the Storage Facility to discharge electric energy, and any other products that may be developed or evolve from time to time during the Term that relate to the maximum dependable operating capability of the Storage Facility to discharge electric energy.

- 1.197 “Storage Capacity Test” means the testing procedures, requirements and protocols set forth in Section 3.4.7 and Exhibit 25.
- 1.198 “Storage Contract Capacity” means the total capacity (in MW) of the Storage Facility determined in accordance with Section 3.4.7 and Exhibit 25, as the same may be adjusted from time to time pursuant to Section 3.4.7 and Exhibit 25.
- 1.199 “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.
- 1.200 “Storage Facility Metering Point” means, with respect to Charging Energy, the point at the Storage Facility set forth in Exhibit 5.
- 1.201 “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.
- 1.202 “Storage Rate” means the charge set forth in Exhibit 2A.
- 1.203 “Storage Round Trip Efficiency Guarantee” is defined in Section 3.4.9.1.
- 1.204 “Stored Energy Level” means, at a particular time, the amount of electric energy in the Storage Facility, expressed in MWh.
- 1.205 “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).
- 1.206 “Stub Period Supply Amount” means the sum of the Daily Supply Amount for each day of the Stub Period.
- 1.207 “Summer Months” means the months of June, July, August and September occurring during the Stub Period or a Contract Year.
- 1.208 “Supplier” is defined in the preamble of this Agreement and includes such Person’s permitted successors and assigns.
- 1.209 “Supplier’s Lenders” means any Person, other than an Affiliate of Supplier, and its permitted successors and assigns, providing money or credit in connection with any development, bridge, construction, takeout, permanent debt or tax equity financing or refinancing for the Facility, including lease, inverted lease, sale-leaseback,

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

- 1.210 “Supplier’s Required Regulatory Approvals” means the Governmental Approvals listed on Exhibit 10.
- 1.211 “Supply Amount” means, with respect to any Delivery Hour, the amount of Net Energy stated in Exhibit 13.
- 1.212 “Supply Chain Audit” means an audit or investigation of the supply chain through which all equipment and materials to be incorporated into the Facility are sourced, including the mines, factories and other facilities of Supplier and its contractors, subcontractors, vendors, suppliers and materialmen, of any tier, and the contracts, policies and procedures, codes of conduct and other documentation relating to the foregoing, for the purpose of validating compliance with the requirements of Section 25.17.
- 1.213 “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.
- 1.214 “Tax Credits” means any federal, state or local production tax credits (including the PTC) investment tax credits (including the ITC), tax deductions, or other tax benefits specific to the production of renewable energy and/or investments in renewable energy facilities.
- 1.215 “Term” is defined in Section 2.2.
- 1.216 “Terminated Storage Provisions” means the following definitions, Sections and Exhibits in this Agreement: “Availability Liquidated Damages”, “Availability Test,” “Guaranteed Storage Availability” and “Storage Round Trip Efficiency Guarantee”; Sections 3.4.8, 3.4.9 and 24.1.12(b); and Exhibits 26 and 28.
- 1.217 “Test Energy” means Net Energy delivered by Supplier to Buyer after the Operation Date and prior to the Commercial Operation Date that is not Provisional Energy or Excess Energy.
- 1.218 “Test Product Rate” is defined in Section 4.1.1.1.
- 1.219 “Transmission Provider” means Sierra Pacific Power Company or any successor operator or owner of the Transmission System.

- 1.220 “Transmission Provider Instructions” means any instructions, requirements, or demands given to Supplier or Buyer for the purpose of operating, maintaining, improving or modifying the transmission or distribution system whether planned or unplanned, regardless of the amount advance notice provided to Supplier.
- 1.221 “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.
- 1.222 “Weather Meter” is defined in Section 7.1.8.
- 1.223 “WECC” means the Western Electric Coordinating Council (formerly Western System Coordinating Council) and any successor.
- 1.224 “WREGIS” means the Western Renewable Energy Generation Information System and any successor.
- 1.225 “Yearly PC Amount” means the amount of PCs for a Contract Year as stated in Exhibit 18.

2. TERM; TERMINATION AND SURVIVAL OF OBLIGATIONS

- 2.1 Effective Date. Subject to Article 16, this Agreement shall become effective on the Effective Date.
- 2.2 Term.
- 2.2.1 Term. Supplier’s obligation to deliver Product, and Buyer’s obligation to accept and pay for Product, shall commence on the Operation Date and shall continue for the Term. The Term shall commence on the Commercial Operation Date and shall continue for a period of twenty-five (25) Contract Years, subject to (a) earlier termination of this Agreement pursuant to the terms hereof and (b) Section 2.2.2 (the “Term”).
- 2.2.2 Termination of Select Storage Facility Provisions. Notwithstanding anything to the contrary contained in this Agreement, the Terminated Storage Provisions shall automatically terminate, be null and void and of no further force and effect effective as of the hour ending at 2400 on the last day of the twentieth (20th) Contract Year, unless prior thereto the Parties agree in writing to continue such provisions on such terms and conditions as the Parties may agree in their sole discretion, including a later date on which such provisions shall automatically terminate. The Parties shall enter into an amendment to this Agreement to eliminate any remaining references to the Terminated Storage Provisions to the extent not otherwise addressed in the definition of Terminated Storage Provisions, provided that the foregoing shall not relieve either Party of any obligation or liability arising hereunder prior to the termination of the Terminated Storage Provisions.

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 (other than Bankruptcy) 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 either Party 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, without payment or penalty or liability of any kind, if Supplier's obligations hereunder have been excused by the occurrence of an event of Force Majeure for longer than twelve (12) consecutive months or three hundred sixty (360) days in any five hundred forty (540) day period. If Buyer exercises its rights under this Section 2.3.3, then Supplier shall have no obligation or liability hereunder, other than any liability not excused by Force Majeure and arising prior to such termination and otherwise as provided in Section 2.4.

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 the termination or breach of this Agreement;

2.4.2 The Early Termination Purchase Option and any rights to elect to exercise such Early Termination Purchase Option after termination, which shall survive to the end of the period in which Buyer may exercise such Early Termination Purchase Option pursuant to Section 6.3;

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

2.4.4 Limitation of liability provisions contained in Article 19;

- 2.4.5 For a period of two (2) years after the termination date, the right to submit a payment Dispute pursuant to Article 21; or
- 2.4.6 The resolution of any Dispute submitted pursuant to Article 21 prior to, or resulting from, termination.

3. SUPPLY SERVICE OBLIGATIONS

- 3.1 Dedication. One hundred percent (100%) of the Product from the Facility shall be dedicated exclusively to Buyer for so long as this Agreement is in force and effect. Subject to 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) existing during the Term.
- 3.3 No Double Sales. Supplier represents that it has not sold, and covenants that during the Term it will not sell or attempt to sell to any other Person, the Product, including the Capacity Rights, if any, and the Renewable Energy Benefits on all Energy (including Excess Energy) existing during the Term, other than as provided in Section 24.2. During the Term, Supplier shall not report to any person or entity that the Product, including the Capacity Rights, if any, the Ancillary Services and the Renewable Energy Benefits on all Energy (including Excess Energy) existing during the Term, belong to anyone other than Buyer. Buyer may report to any person that it exclusively owns the Product, including the Capacity Rights, if any, and the Renewable Energy Benefits on all Energy (including Excess Energy) existing during the Term. At Buyer's request, the Parties shall execute such documents and instruments as may be reasonably required to effect recognition and transfer of the Capacity Rights, if any, to Buyer.
- 3.4 Delivery Responsibilities.
 - 3.4.1 Product. Subject to the provisions of this Agreement, commencing on the Commercial Operation Date and throughout the Term, Supplier shall supply and deliver the Product to Buyer at the Delivery Point (other than the Charging Energy which shall be delivered at the Storage Facility Metering Point).

- 3.4.2 Delivered Amount. Buyer shall take delivery of the Net Energy, including any Excess Energy, and Discharging Energy at the Delivery Point in accordance with the terms of this Agreement. Supplier shall be responsible for paying or satisfying when due all costs or charges imposed in connection with the scheduling and delivery of Net Energy and Discharging Energy up to the Delivery Point, including transmission costs, transmission line losses, and any operation and maintenance charges imposed by the Transmission Provider, in all cases, prior to the Delivery Point. Buyer shall be responsible for all costs or charges, if any, imposed in connection with the delivery of Net Energy and Discharging Energy at and after the Delivery Point, including transmission costs and transmission line losses and imbalance charges. Without limiting the generality of the foregoing, Buyer, in its merchant capacity, shall not bear costs associated with the modifications to the Transmission System (including system upgrades) caused by or related to: (a) the interconnection of the Facility with the Transmission System; and (b) any increase in generating capacity of the Generating Facility. The Parties agree that the terms of the IA shall govern the allocation of costs associated with any modifications or upgrades to the Transmission System. To the extent any terms of this Agreement conflict with the IA, the terms of the IA shall prevail.
- 3.4.3 Title and Risk of Loss. Title and risk of loss with respect to Net Energy and Discharging Energy delivered by Supplier shall pass from Supplier to Buyer at the Delivery Point. Supplier shall be deemed in exclusive control of the Net Energy and Discharging Energy and shall be responsible for any damage or injury caused prior to the Delivery Point. Buyer shall be deemed in exclusive control of the Net Energy and Discharging Energy and shall be responsible for any damage or injury caused at and after the Delivery Point. Supplier warrants that all Product delivered to Buyer is free and clear of all liens, security interests, claims and encumbrances of any kind.
- 3.4.4 Provisional Energy Delivery. Buyer may request by written notice to Supplier to deliver Provisional Energy prior to the Commercial Operation Date and on and after a specified date. Supplier may, in its sole discretion, elect to deliver such Provisional Energy to Buyer by delivering written notice thereof to Buyer. Notwithstanding the foregoing, Buyer and Supplier shall mutually agree on the amounts of Provisional Energy to be supplied and the date and time when such Provisional Energy shall be supplied. Monthly delivered Test Energy and Provisional Energy will be billed in accordance with Section 7.2.1.
- 3.4.5 Voltage Support. The IA requires the Facility to maintain a composite power delivery at continuous rated power output at the point of interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, unless Transmission Provider has established different requirements that apply to the Facility and all generators in the control area on a comparable basis. In addition to the requirements of the IA, the Facility will provide voltage set point control at the point of interconnection

within the range of 0.90 leading to 0.90 lagging, as available, within the capabilities of the Facility. If Generation Dispatch (Control Area Operations) (as identified under the operating representatives on Exhibit 4) requests reactive power or a voltage set-point (within the range of 0.90 leading to 0.90 lagging), but outside the Generating Facility's capacity at its then current real power setpoint, then Supplier will dispatch the Generating Facility downward to a set-point within that range that permits the desired reactive power within the capabilities of the Facility, and the amount of Energy that could have been, but was not produced due to such dispatch down outside the range of 0.95 leading to 0.95 lagging shall constitute Economic Curtailed Product and Excused Product for the purposes of this Agreement; provided, that any amounts to be paid by Buyer pursuant to Section 4.1.2.2 for such Economic Curtailed Product shall be reduced by any amounts paid by Transmission Provider to Supplier for any ancillary services related to such dispatch down. For the avoidance of doubt, any amount of Energy that could have been, but was not produced due to any dispatch down within the range of 0.95 leading to 0.95 lagging shall not constitute Economic Curtailed Product or Excused Product for purposes of this Agreement. The Facility shall provide dynamic reactive power if requested by the Transmission Operator for voltage regulation twenty-four (24) hours per day, if the Facility is capable of providing reactive power, regardless of real power output; provided, however, that during periods where the Generating Facility is not able to provide Net Energy (other than due to a breach of this Agreement by Supplier), Buyer shall not request, and Supplier shall not be required to provide, voltage support or reactive power beyond a level of five (5) MVARs (the "MVAR Limit"). Supplier's obligation to provide reactive power shall be in accordance with the unit real/reactive capability curves provided in Exhibit 22. The Parties acknowledge and agree that the compensation that Supplier receives from Buyer under this Agreement includes full compensation for Supplier's fixed costs for providing reactive power service regardless of the acceptable power factor range included in this Section 3.4.5. Therefore, Supplier shall not file a rate schedule at FERC for reactive power compensation payable prior to the expiration of the Term or the earlier termination of this Agreement.

3.4.6 Charging Energy Management.

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

3.4.6.2 Buyer will have the right to charge the Storage Facility seven (7) days per week (including holidays), during the period from hour ending 0700 through hour ending 1900, from the

Generating Facility, (not to exceed the actual production of the Generating Facility) by providing a Charging Notice to Supplier, subject to the requirements and limitations set forth in this Agreement and the Operating Procedures. If Buyer desires the ability to charge the Storage Facility using energy from any other source other than the Generating Facility (including from the grid), then it shall provide Supplier advance written notice and the Parties shall negotiate in good faith such amendments to this Agreement as may be necessary to allow such charging from alternative sources other than the Generating Facility including providing for (i) Buyer to have responsibility for the cost of any energy supplied to the Storage Facility from any other source other than the Generating Facility (including from the grid), and all losses associated therewith and (ii) Buyer to have no obligation to pay Supplier for Charging Energy or Excess Charging Energy provided from any other source other than the Generating Facility (including from the grid). 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. All Charging Energy shall be used solely to charge the Storage Facility. Buyer's payment for Charging Energy from the Generating Facility shall not be for more than the amount of Energy flowing through, and delivered at, the Storage Facility Metering Point and, in any event, not greater than the amount of Charging Energy included in the applicable Charging Notice.

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

3.4.7 Storage Capacity Tests.

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

3.4.7.2 Storage Capacity Tests may be performed remotely. Buyer shall have the right to send one or more representative(s) to witness all Storage Capacity Tests, regardless of whether Supplier attends or not. If Storage Capacity Tests are performed remotely, then Buyer shall have the right to have one or more representatives witness such Storage Capacity Tests in person, in real-time remotely, or by other means reasonably acceptable to Buyer. Buyer shall be responsible for all costs, expenses and fees payable or reimbursable to its representative(s) witnessing any Storage Capacity Test. All other costs of any Storage Capacity Test shall be borne by Supplier (other than any third party costs incurred by Supplier for any retest required by Buyer pursuant to Section 3.4.7.1, unless such retest shall result in the Storage Contract Capacity being reduced from the Storage Contract Capacity established by the immediately preceding Storage Capacity Test, in which case Supplier shall be responsible for such costs).

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

3.4.8 Storage Availability.

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

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

- 3.4.8.2 The Parties recognize and agree that the payment of amounts by Supplier pursuant to this Section 3.4.8 is an appropriate remedy and that any such payment does not constitute a forfeiture or penalty of any kind, but rather constitutes anticipated costs to Buyer under the terms of this Agreement. The Parties further acknowledge and agree that the damages incurred by Buyer as a result of the failure of the Storage Facility to meet the Guaranteed Storage Availability are difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the Availability Liquidated Damages calculated in accordance with Exhibit 26 constitute a reasonable approximation of Buyer’s actual harm or loss. Availability Liquidated Damages shall be Buyer’s sole and exclusive remedy for the failure of the Storage Facility to meet the Guaranteed Storage Availability during the On-Peak hours of any Summer Month.

3.4.9 Storage Round Trip Efficiency Test.

- 3.4.9.1 The Storage Facility shall maintain a round trip efficiency of no less than eighty-seven and twenty-four hundredths’ percent (87.24%), for year 1, thereafter declining at fifteen hundredths of one percent (0.15%) per year (the “Storage Round Trip Efficiency Guarantee”), which round trip efficiency shall be calculated in accordance with Exhibit 28.

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

calculation of such Storage Round Trip Efficiency Damages in accordance with Exhibit 28.

3.4.9.3 The Parties recognize and agree that the payment of amounts by Supplier pursuant to this Section 3.4.9 is an appropriate remedy and that any such payment does not constitute a forfeiture or penalty of any kind, but rather constitutes anticipated costs to Buyer under the terms of this Agreement. The Parties further acknowledge and agree that the amount of damages incurred by Buyer as a result of the failure of the Storage Facility to meet the Storage Round Trip Efficiency Guarantee are difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the Storage Round Trip Efficiency Damages calculated in accordance with Exhibit 28 constitute a reasonable approximation of Buyer's actual harm or loss. Storage Round Trip Efficiency Damages shall be Buyer's sole and exclusive remedy for the failure of the Storage facility to satisfy the Storage Round Trip Efficiency Guarantee.

3.5 Renewable Energy System. Notwithstanding anything in this Agreement to the contrary, Buyer shall not be obligated to purchase or accept delivery of Product if the Generating Facility: (a) is not at the time of delivery qualified as a Renewable Energy System; or (b) is not delivering to Buyer all of the Renewable Energy Benefits associated with the Net Energy and Discharging Energy being delivered; provided that if there is a change in the Renewable Energy Law after the execution of this Agreement that causes the Net Energy and Discharging Energy from the Generating Facility to be ineligible or non-qualifying as a Renewable Energy System under such Renewable Energy Law, Supplier shall use commercially reasonable efforts to comply with such Renewable Energy Law. For purposes hereof, commercially reasonable efforts shall include the expenditure of amounts up to Seven Hundred Thousand Dollars (\$700,000.00) (the "Compliance Cost Cap") in any Contract Year, not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000) during the Term. If Supplier reasonably concludes that it may incur costs in excess of the Compliance Cost Cap in any Contract Year in order to comply with the Renewable Energy Law, it shall provide Buyer with a notice itemizing such excess costs. Buyer shall evaluate such notice and either: (i) agree to reimburse Supplier for such excess costs (the "Accepted Compliance Costs"); or (ii) waive Supplier's obligation to comply with the Renewable Energy Law to the extent such inability results from failing to expend amounts in excess of the Compliance Cost Cap. If Buyer agrees to reimburse Supplier for the Accepted Compliance Costs, then Supplier shall be required to comply in full with the Renewable Energy Law, and Buyer shall reimburse Supplier for Supplier's actual and reasonable out-of-pocket compliance costs in excess of the Compliance Cost Cap, not to exceed the Accepted Compliance Costs. If Supplier's inability to comply with the Renewable Energy Law cannot be cured by the expenditure of money, such noncompliance shall be excused and shall not constitute an Event of Default.

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

3.6.1 Summer Months – On-Peak.

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

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

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

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

3.6.2 Non-Summer Months – On-Peak.

- 3.6.2.1 If, for the Non-Summer Months of any Measurement Period, the sum of all Delivered Amounts during the On-Peak hours of such Non-Summer Months is less than the Shortfall Threshold for such Non-Summer Months, then a shortfall of Net Energy (a “Shortfall”) will be deemed to exist for such Non-Summer Months. “Shortfall Threshold” means, with respect to the Non-Summer Months in any Measurement Period, the product of (a) 0.90 multiplied by (b) the difference between (i) the sum of Monthly On-Peak Supply Amount for such Non-Summer Months minus (ii) the total amount of Net Energy associated with Excused Product (if any) during the On-Peak hours of such Non-Summer Months.
- 3.6.2.2 If a Shortfall exists with respect to the Non-Summer Months in any Measurement Period, then a Shortfall Amount will be calculated in accordance with the following. “Shortfall Amount” means, with respect to the Non-Summer Months in any Measurement Period, an amount expressed in MWh equal to the Shortfall Threshold for such Non-Summer Months minus the sum of all Delivered Amounts during the On-Peak hours of such Non-Summer Months, provided that if the calculation of Shortfall Amount yields an amount of zero or less for the Non-Summer Months in any Measurement Period, then no Shortfall Amount will be deemed to exist with respect to such Non-Summer Months.
- 3.6.2.3 Buyer’s “Replacement Costs” with respect to any Non-Summer Months in any Measurement Period shall equal the sum of (a) the product of (i) the Shortfall Amount for such Non-Summer Months multiplied by (ii) an amount equal to Average On-Peak Mead for the Non-Summer Months minus the Product Rate, provided that if such product yields an amount of zero or less for such Non-Summer Months, then for purposes of calculating Replacement Costs clause (a) shall be equal to zero , plus (b) any Penalties associated with the Shortfall Amount for such Non-Summer Months.
- 3.6.2.4 Within five (5) Business Days after the end of any Measurement Period in which a Shortfall has occurred with respect to the Non-Summer Months, Supplier will calculate the Replacement Costs with respect to such Shortfall Amount and provide Buyer with written notice of such calculation. Such Replacement Costs shall be reflected on the Invoice for the same Billing Period in which such Replacement Costs are calculated.
- 3.6.3 Not a Penalty. The Parties recognize and agree that the payment of amounts by Supplier pursuant to this Section 3.6 is an appropriate remedy and that any such payment does not constitute a forfeiture or penalty of any kind, but rather constitutes anticipated costs to Buyer under the terms of this Agreement. The Parties further acknowledge and agree that the damages for the failure of Supplier to supply and deliver Net Energy are difficult or

impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the damages calculated pursuant to this Section 3.6 constitute a reasonable approximation of Buyer's actual harm or loss. Replacement Costs shall be Buyer's sole and exclusive remedy for any Shortfall.

3.6.4 Calculations. As soon as practicable following any period of: (a) Force Majeure; (b) Buyer's failure to accept Net Energy or PCs in breach of this Agreement; (c) Emergency (except for an Emergency with respect to the Facility that is not also a Force Majeure); (d) Planned Outage; (e) Curtailed Product; (f) Transmission Provider Instructions; (g) reduced energy output as a result of Generation Dispatch (Control Area Operations) (as identified under the operating representatives on Exhibit 4) dispatching the Generating Facility downward to a set-point within the range of 0.90 leading to 0.90 lagging pursuant to Section 3.4.5; or (h) Economic Curtailed Product, in each case as a result of which Supplier has failed to deliver Product to Buyer during such period and, subject to the terms of this Agreement, such failure and Supplier's liability for damages therefor are excused, Supplier shall calculate the amount of Net Energy that Supplier was unable to generate and deliver to the Storage Facility Metering Point and to Buyer at the Delivery Point as a result of such event, by summing for each hour of the period the difference between (i) the Net Energy that Supplier would have been capable of delivering if not for such event during each hour (not to exceed the Supply Amount) and (ii) the Delivered Amount during each hour (the "Excused Product"); provided that the amount of Curtailed Product shall be determined in accordance with Section 10.3 and the amount of Economic Curtailed Product shall be determined in accordance with Section 10.4. Supplier shall provide Buyer its calculations and include all relevant back-up data and other information reasonably requested by Buyer. If Buyer disagrees with the calculation of Excused Product, then the Excused Product will be determined through the Dispute resolution provisions of Article 21.

3.7 PC Shortfall; PC Replacement Costs.

3.7.1 If after the PC Administrator issues all the PC statements or certificates for any Measurement Period there is a PC Shortfall, then Supplier shall pay Buyer for the replacement costs and any Penalties associated with such PC Shortfall (collectively, the "PC Replacement Costs"). Subject to the last sentence of this Section 3.7.1, for purposes of this Agreement a "PC Shortfall" shall occur in any Measurement Period if the sum of all Delivered PCs is less than the product of (a) 0.90 multiplied by (b) an amount equal to (i) the sum of the Yearly PC Amount for the Contract Years in such Measurement Period minus (ii) the total amount of PCs associated with Excused Product during such Measurement Period. For purposes of this Agreement, a "PC Shortfall Amount" with respect to any Measurement Period means: (A) the sum of the Yearly PC Amount for the Contract Years in such Measurement Period; minus (B) the total amount of PCs associated with Excused Product during such Measurement Period; minus (C) the

Delivered PCs during such Measurement Period. If the calculation of the PC Shortfall Amount set forth in this Section 3.7.1 yields an amount of zero or less for any Measurement Period, then no PC Shortfall will be deemed to exist with respect to such Measurement Period.

- 3.7.2 The PC Replacement Costs shall be determined by Buyer exercising its reasonable discretion based on the estimated cost of purchasing PCs to replace the PC Shortfall Amount from the same resource type with a comparable expiration date or the cost of replacing the PC Shortfall Amount with PCs of Buyer's choice already in Buyer's PC Account; provided, however, that Buyer shall not be required to actually purchase replacement PCs in order to receive payment from Supplier for PC Replacement Costs. Buyer shall include in the PC Replacement Costs any Penalties allocable to Supplier's proportionate amount of Buyer's aggregate shortfall under the applicable Portfolio Standard (factoring in Supplier's shortfall in prior years carried forward as a deficit or reducing the surplus in such prior years).
- 3.7.3 The Parties recognize and agree that the payment of amounts by Supplier pursuant to this Section 3.7 is an appropriate remedy and that any such payment does not constitute a forfeiture or penalty of any kind, but rather constitutes anticipated costs to Buyer under the terms of this Agreement. The Parties further acknowledge and agree that the damages incurred by Buyer as a result of a PC Shortfall are difficult or impossible to determine, or otherwise obtaining an adequate remedy is inconvenient and the PC Replacement Costs calculated in accordance with this Section 3.7 constitute a reasonable approximation of Buyer's actual harm or loss. Subject to Section 3.7.5, PC Replacement Costs shall be Buyer's sole and exclusive remedy for any PC Shortfall.
- 3.7.4 All information used by Buyer to establish PC Replacement Costs shall be verifiable by Supplier; and Buyer shall provide reasonable access to all such information supporting calculations within five (5) Business Days of Supplier's request for such information. Supplier agrees to execute a confidentiality agreement regarding the review of this information upon request by Buyer.
- 3.7.5 For any Measurement Period, Buyer, at its sole option, may allow Supplier to meet its PC Replacement Cost obligation by transferring a quantity of PCs to Buyer in the amount of no less than the PC Shortfall Amount. Such PCs shall be from the same resource type with a comparable expiration date as the PCs that should have been delivered to Buyer under this Agreement.
- 3.8 Supply Degradation. Beginning with the second Contract Year, and each Contract Year thereafter, each Supply Amount, the Maximum Amount and the Yearly PC Amount shall be reduced by one half of one percent (0.5%). No later than January 1 of each Contract Year Buyer shall deliver to Supplier revised Exhibits 13 and 18 which shall reflect such reductions, and effective as of January 1 of each Contract Year this Agreement shall automatically be amended to substitute such revised Exhibits 13 and 18 for the then existing Exhibits 13 and 18.

- 3.9 Standby Service; Station Usage. Supplier shall obtain Standby Service from its load-serving entity to cover Station Usage. Supplier shall separately meter Station Usage with a Meter for Station Usage. Supplier will design, construct and operate the Storage Facility such that (a) no Station Usage is measured and served via a Meter for the Delivered Amount and (b) Storage Product or Charging Energy does not serve Station Usage.

4. PRICE OF PRODUCT

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

4.1.1 Prior to the Commercial Operation Date.

4.1.1.1 On and after the Operation Date and prior to the Commercial Operation Date, all Product associated with Delivered Amounts of Net Energy from the Generating Facility, other than (a) Excess Energy (which shall not be compensable), and (b) Provisional Energy (which shall be compensable at the Provisional Rate for each MWh of Provisional Energy), shall be paid for by Buyer at the lesser of: (i) fifty percent (50%) of the Product Rate; or (ii) Mead for each Delivery Hour of Test Energy for each MWh of Delivered Amounts of Net Energy (such lesser rate, the "Test Product Rate"); provided that if Mead is less than zero, no payment shall be due to or from either Party.

4.1.1.2 Notwithstanding anything to the contrary contained in Section 4.1.1.1, on and after the Operation Date but prior to the Commercial Operation Date, if Buyer requests Supplier to deliver Provisional Energy and Supplier elects to deliver Provisional Energy and delivers written notice to Buyer that it is delivering Provisional Energy in accordance with Section 3.4.4, Buyer shall pay Supplier seventy-five percent (75%) of the Product Rate ("Provisional Rate") for each MWh of such Provisional Energy.

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

amounts of Test Energy and Provisional Energy for that month with correlated meter data for actual amounts of Test Energy and Provisional Energy amounts to be provided with invoicing. Such determination shall be subject to verification by Buyer in the exercise of its reasonable discretion.

4.1.2 Subsequent to the Commercial Operation Date.

- 4.1.2.1 All Product (except Storage Product) associated with Delivered Amounts of Net Energy from the Generating Facility from and after the Commercial Operation Date, other than Excess Energy, shall be paid for by Buyer at the Product Rate set forth in Exhibit 2A for each MWh of Delivered Amounts of Net Energy; provided, that such payment constitutes the entirety of the amount due to Supplier from Buyer for the Product associated with Delivered Amounts of Net Energy other than Excess Energy; 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 From and after the Commercial Operation Date, all Economic Curtailed Product and all Product that Buyer fails to receive in breach of this Agreement shall be paid for by Buyer at the sum of (a) the Product Rate, plus, if applicable, (b) during the PTC Period, the PTC Rate (with the payment of the PTC Rate to be made on an After-Tax Basis) for each MWh of Economic Curtailed Product or Product that Buyer fails to receive in breach of this Agreement, as applicable.
 - 4.1.2.3 All Product (except Storage Product) associated with Excess Energy from and after the Commercial Operation Date shall be paid for at the Provisional Rate for each MWh of Excess Energy.
 - 4.1.2.4 All Storage Product from and after the Commercial Operation Date shall be paid at the Storage Rate (pro rata for any partial month) based on the applicable Storage Contract Capacity of the Storage Facility, as such Storage Contract Capacity may be adjusted from time to time in accordance with Section 3.4.7 and Exhibit 25; provided, however, that such payment constitutes the entirety of the amount due to Supplier from Buyer for the Storage Product, including Storage Product associated with Discharging Energy.
- 4.1.3 No payment shall be owing to Supplier for any Product associated with Energy that is for any reason not Net Energy except as otherwise provided in Section 4.1.2.2 and Section 4.1.2.3.
- 4.1.4 Buyer shall not be required to accept from Supplier any Product associated with Delivered Amounts of Net Energy from the Generating Facility (excluding Charging Energy) delivered during any Delivery Hour in excess

of the Maximum Amount, and no payment shall be owing to Supplier for any Product associated with Delivered Amounts of Net Energy from the Generating Facility (excluding Charging Energy) accepted by Buyer during any Delivery Hour in excess of the Maximum Amount.

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

5. PORTFOLIO ENERGY CREDITS/RENEWABLE ENERGY BENEFITS

5.1 Delivery of Renewable Energy Benefits and Portfolio Energy Credits.

- 5.1.1 All Renewable Energy Benefits are exclusively dedicated to and vested in Buyer. Supplier shall deliver to Buyer all Renewable Energy Benefits derived from the Facility, including Renewable Energy Benefits associated with Energy for Station Usage. Supplier shall timely prepare and execute all documents and take all actions necessary under Law or the requirements of any Governmental Authority or Person and otherwise to cause the Renewable Energy Benefits to vest in Buyer, without further compensation, including: (a) taking all actions necessary to register or certify any Renewable Energy Benefits or the Facility with the PUCN or any other Person (pursuant to NAC 704.8921 or otherwise) and WREGIS; (b) causing the automatic transfer of the Renewable Energy Benefits derived from the Facility to Buyer (pursuant to NAC 704.8927 or otherwise); (c) providing all production data and satisfying the reporting requirements of the PUCN or PC Administrator, as applicable; and (d) cooperating in any registration by Buyer of the Facility in any other renewable portfolio standard or equivalent program in any states in which Buyer may wish to register or maintain registration of the Facility, including providing copies of all such information as Buyer reasonably requires for such registration. Without limitation of the foregoing, Supplier acknowledges that the Renewable Energy Benefits, may be used by Buyer in meeting its present and future obligations pursuant to applicable Law, including the Portfolio Standard, and agrees to cooperate with Buyer in all respects to assist in Buyer's

compliance with all applicable requirements set forth in the Portfolio Standard and provide all information reasonably requested by Buyer or otherwise necessary to allow the PUCN to determine compliance with the Portfolio Standard. No Person other than Buyer (or its designee) will be entitled to claim Renewable Energy Benefits in any jurisdiction in connection with the Facility. All representations and warranties made by Supplier with respect to Renewable Energy Benefits are freely transferrable by Buyer to any purchaser or transferee of such Renewable Energy Benefits or part thereof.

- 5.1.2 On or before January 31 of each year following the Operation Date, Supplier, as owner or operator of the Renewable Energy System, shall deliver to Buyer a written attestation for the prior year that no part of the Renewable Energy Benefits: have been or will be (a) conveyed by Supplier to be 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 by Supplier for compensation or used for credit in any other state or jurisdiction; and (c) included within a blended energy product sold by Supplier and 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 Section 5.1, 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 Section 5.1; and (b) that Supplier will promptly undertake all necessary actions to prevent such other Person from claiming such Renewable Energy Benefits (including joining with or otherwise assisting Buyer in seeking the relief described in clause (a)).
- 5.3 Transfers. Buyer shall be entitled to PC Replacement Costs as provided in Section 3.7. Supplier shall promptly give Buyer copies of all documentation it submits to WREGIS or PUCN or otherwise with respect to Renewable Energy Benefits. Further, in the event of the promulgation of a scheme involving any part of the Renewable Energy Benefits administered by CAMD, upon notification by CAMD that any transfers contemplated by this Agreement will not be recorded, the Parties shall promptly cooperate in taking all reasonable actions necessary so that such transfers can be recorded. Supplier shall not report under Section 1605(b) of the Energy Policy Act of 1992 or under any applicable program that any of the Renewable Energy Benefits belong to any person other than Buyer. Without limiting the generality of Buyer's ownership of the Renewable Energy Benefit Reporting Rights, Buyer may report under such program that all Renewable Energy

Benefits purchased hereunder belong to it. Each Party shall promptly give the other Party copies of all documents it submits to the CAMD to effectuate any transfers.

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

6.1 Right of First Offer (“ROFO”).

6.1.1 Except in accordance with this Section 6.1.1, Supplier: (a) shall not sell, transfer or offer or negotiate to sell or transfer, the Facility; and (b) shall cause its immediately upstream owner(s) (together with Supplier, each a “ROFO Seller”) not to sell, transfer or offer or negotiate to sell or transfer, any ownership interest in Supplier (the Facility and ownership interests in Supplier, each the “Offered Interests”) other than to an Affiliate in accordance with the provisions of Section 23.2 (each a “Restricted Transaction”). If a ROFO Seller intends to enter into a Restricted Transaction, Supplier shall provide Buyer with written notice of same (a “Seller ROFO Notice”), and Buyer shall have a right of first offer with respect to the purchase of such Offered Interests. Within thirty (30) days after receipt of the Seller ROFO Notice, Buyer shall notify Supplier in writing of its decision whether or not to negotiate with ROFO Seller for the purchase of the Offered Interests (the “Buyer ROFO Notice”). If Buyer elects to negotiate with ROFO Seller for the purchase of the Offered Interests, Supplier shall cause ROFO Seller to negotiate in good faith and exclusively with Buyer, for a period of not less than sixty (60) days following ROFO Seller’s receipt of the Buyer ROFO Notice, the terms of a purchase by Buyer or its designee of the Offered Interests (such thirty (30)-day period as extended, if applicable, by such sixty (60)-day period, the “ROFO Period”). Buyer may seek PUCN approval of the final agreement for the acquisition of the Offered Interests. If Buyer elects not to negotiate with ROFO Seller, or, after commencing negotiations, if Buyer determines that it will not purchase the Offered Interests, then, in either case, Buyer shall promptly notify Supplier thereof, and the ROFO Period shall terminate as of the date that any such notice is provided by Buyer. Buyer’s failure to respond to a Seller ROFO Notice within thirty (30), days after receipt shall be deemed to be an election by Buyer not to negotiate with ROFO Seller. The ROFO shall not apply to any transaction covered by Section 23.8 hereof.

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

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

6.2 Purchase Options. Supplier hereby grants to Buyer options to purchase the Facility (“Purchase Option”) on a date chosen by Buyer during the six (6) months after the Facility’s 10th, 15th, 20th and 25th anniversaries of the Commercial Operation Date at 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. If Buyer and Supplier cannot mutually agree to a Fair Market Value of the Facility within one (1) month of Buyer’s delivery of the notice required by this Section 6.2, then the Parties will pursue the auction process set forth in Section 6.7.

6.3 End of Term Purchase Option. Supplier hereby grants to Buyer the option to Purchase the Facility (which, for the avoidance of doubt, shall be comprised of both the Generating Facility and the Storage Facility for purposes of the Early Termination Purchase Option) at the Fair Market Value in the event of any early termination of this Agreement due to a Supplier Event of Default (the “Early Termination Purchase Option”), which option may be exercised by Buyer providing written notice to Supplier no more than one hundred and twenty (120) days after such early termination. If Buyer and Supplier cannot mutually agree to a Fair Market Value of the Facility within thirty (30) days of Buyer’s delivery of the notice required by this Section 6.3, then the Parties will pursue the auction process set forth in Section 6.7. The provisions of this Article 6 applicable to an Early Termination Purchase Option shall survive the early termination of this Agreement.

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

behalf of Supplier or its Affiliates. In addition, Supplier will assign to Buyer all transferrable Governmental Approvals applicable to the Facility and Required Facility Documents, and all transferrable warranties for the Facility. Supplier shall cooperate with Buyer to assign and enforce any and all warranties that apply to the Facility or any of its component parts, which obligation shall survive the termination of this Agreement.

- 6.5 Due Diligence; Cooperation; Governmental Approvals; Notice of Rights. Supplier will provide in a timely manner, information regarding the Offered Interests which is reasonably requested by Buyer to allow Buyer to perform due diligence for the purchase of the Offered Interests pursuant to this Article 6. Supplier shall further provide commercially reasonable cooperation and assistance to Buyer, without further compensation, throughout Buyer's efforts to properly account for and obtain any necessary Governmental Approvals with respect to the purchase of the Offered Interests pursuant to this Article 6. Notwithstanding anything in this Agreement or any definitive transaction documentation, Buyer shall not be obligated to proceed with the purchase of any Offered Interests pursuant to this Article 6 if Buyer does not receive all necessary Governmental Approvals in connection with such transaction. Supplier shall put any Person with which it enters into discussions or negotiations regarding a Restricted Transaction on notice of the rights of Buyer set forth in this Article 6. Buyer shall be permitted to file a notice of the rights contained in this Article 6 with respect to the Project Site.
- 6.6 Termination of Agreement. Upon the acquisition of the Facility by Buyer pursuant to Section 6.4, this Agreement shall terminate and neither Party shall have any obligation to the other under this Agreement, except with respect to the terms and provisions hereof that expressly survive the termination of this Agreement.
- 6.7 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 6.2 and 6.3, then within thirty (30) days after the failure to agree on the Fair Market Value pursuant to Sections 6.2 or 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 Purchase Option provided for in this Article 6, Supplier shall have a period of nine (9) months from date of selection of the investment advisor in accordance with this Section 6.7 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. If such sale process fails and Supplier elects not to engage in any transaction resulting therefrom, then Supplier shall retain the Facility subject to (a) any Purchase Option under this Article 6 subsequent to the date on which Supplier terminates any such auction process and (b) any Early Termination Purchase Option. If such auction process results in a sale to a third party, any subsequent Purchase Option or Early Termination Purchase Option, as the case may be, shall terminate.

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, such approval not to be unreasonably withheld, conditioned or delayed, and shall be submitted to Buyer not later than Supplier's completion of the Project Milestone in Section 2(B) of Exhibit 6. Buyer shall have thirty (30) days after receipt of Supplier's notice of the proposed metering system design in which to notify Supplier of its objection to such proposed metering system design, including the reason for such objection or the proposed metering system design shall be deemed approved. The meter system shall have Buyer specified equipment to connect with Buyer's automated meter database. The Meters shall be used for quantity measurements under this Agreement. Such equipment shall be bi-directional, shall be capable of measuring and reading instantaneous and hourly real and reactive energy and capacity and account for losses from the meter location to the Delivery Point or to the Storage Facility Metering Point. The Meters shall also be used for, among other things, metering Station Usage of the Facility. Supplier, at its expense, may install additional check meters. Supplier shall not install any check-metering equipment on or connected to Buyer-owned facilities including instrument transformers or metering circuitry wiring. Supplier shall, at its sole expense, install any additional or different Meters or related equipment necessary to comply with the requirements of Transmission Provider, any Electric System Authority or any Governmental Authority.

7.1.2 WREGIS Metering. Supplier shall cause, at its sole cost and expense, the Facility to implement all necessary generation information communications in WREGIS, and report generation information to WREGIS pursuant to a WREGIS-approved meter that is dedicated to the Facility and only the Facility. Supplier shall be responsible to obtain all qualified reporting entity services required by WREGIS at Supplier's expense should Buyer not in its sole and absolute discretion provide them.

7.1.3 Location. Meters shall be installed at the location(s) specified in Exhibit 5, or as otherwise may be reasonably determined by Buyer 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), in which case the Party whose meters were found to be inaccurate shall be responsible for the costs of the special testing. Meters installed pursuant to this Agreement shall be sealed and the seal broken only when the meters are to be adjusted, inspected or tested. Authorized representatives of both Parties shall have the right to be present at all routine or special tests and to inspect any readings, testing, adjustment or calibration of the Meters or check meters. Buyer's Operating Representative shall provide fifteen (15) Business Days prior notice of routine Meter testing to Supplier's Operating Representative. If Supplier has installed check meters in accordance with Section 7.1.1, Supplier shall test and calibrate each such meter at least once every two (2) years. Supplier's Operating Representative shall provide fifteen (15) Business Days prior notice of routine check meter testing to Buyer's Operating Representative. In the event of special Meter testing, the Parties' Operating Representatives shall notify each other with as much advance notice as practicable.
- 7.1.6 Metering Accuracy. If the Meters are registering but their accuracy is outside the limits established in ANSI C12.1, Buyer shall repair and recalibrate or replace the Meters and Buyer shall adjust payments to Supplier for the Delivered Amount for the lesser of the period in which the inaccuracy existed and ninety (90) days. If the period in which the inaccuracy existed cannot be determined, adjusted payments shall be made for a period equal to one-half of the elapsed time since the latest prior test and calibration of the Meters; provided, however, that the adjustment period shall not exceed ninety (90) days. If adjusted payments are required, Buyer shall render a statement describing the adjustments to Supplier within thirty (30) days of the date on which the inaccuracy was rectified. Additional payments to Supplier by Buyer shall be made within thirty (30) days of receipt of Buyer's statement. Any payments due Buyer pursuant to this Section 7.1.6 shall accompany Supplier's next Billing Period statement.
- 7.1.7 Failed Meters. If the Meters fail to register, Buyer shall make payments to Supplier based upon Supplier's check metering; provided, however, that if the accuracy of the check meters is subsequently determined to be outside the limits established in ANSI C12.1, Buyer shall adjust the payments to Supplier for the Delivered Amount calculated using the check meters for the lesser of the period in which the inaccuracy existed and ninety (90) days.

If the period in which the inaccuracy existed cannot be determined, adjusted payments shall be made for a period equal to one-half of the elapsed time since the latest prior test and calibration of the check meters; provided, however, that the adjustment period shall not exceed ninety (90) days. If no such metering is available, payments shall be based upon the Parties' best estimate of the Delivered Amount. In such event, such payments made based upon the Parties' estimate of the Delivered Amount shall be in full satisfaction of payments due hereunder. If the Parties cannot agree on a best estimate of the Delivered Amount the Dispute shall be resolved in accordance with Article 21.

- 7.1.8 Weather Meter. Supplier shall, at Supplier's cost and no later than six (6) months prior to the Commercial Operation Date, provide, install, own, operate and maintain a device for the measurement of weather conditions relevant to the generation of Energy at the Project Site (the "Weather Meter"), provided that Supplier shall not select the type of Weather Meter without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed. Buyer shall have thirty (30) days after receipt of Supplier's notice of proposed Weather Meter in which to notify Supplier of its objection to such proposed Weather Meter, including the reason for such objection, or such proposed Weather Meter shall be deemed approved. 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 thirty-six (36) 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 (including any Daily Delay Damages owing to Buyer pursuant to Section 8.5 for the prior Billing Period), 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 are 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 Net Energy or Discharging Energy or its delivery from and after the Delivery Point. Supplier is responsible for any Taxes imposed on or associated with the Net Energy or Discharging Energy or its delivery up to or at the Delivery Point. Either Party, upon written request of the other Party, shall provide a certificate of exemption or other reasonably satisfactory evidence of exemption if such Party is exempt from Taxes, and shall use reasonable efforts to obtain and cooperate with the other Party in obtaining any exemption from or reduction of any Tax. Each Party shall hold harmless the other Party in accordance with Article 18 from and against Taxes imposed on the other Party as a result of such Party's actions or inactions in contravention of this Section 7.6.

8. FACILITY CONSTRUCTION; OPERATIONS AND MODIFICATIONS

8.1 Construction of Facility; Selection of Construction Contractor.

8.1.1 Construction of Facility. Supplier shall construct or cause the Facility to be constructed in accordance with Good Utility Practices and the Project Milestones and to ensure that: (a) Supplier is capable of meeting its supply and delivery obligations with respect to Product over the Term; (b) the Facility is consistent with the technical specifications set forth in Exhibit 11; (c) 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 Exhibits 5, 11 and 14; and (z) within thirty (30) days after the Commercial Operation Date, a revised version of Exhibit 14 reflecting the Facility as built. Within fifteen (15) Business Days of each of Supplier's (i) commencement of discussions with and (ii) selection of the Construction Contractor and any Major Equipment Contractor from the list of potential Construction Contractors and Major Equipment Contractors set forth in Exhibit 23, Supplier shall provide written notice of such commencement and selection and the Construction Contractor and/or Major Equipment Contractor(s) selected to Buyer. At Buyer's request, Supplier shall provide Buyer with executed copies of the Construction Contract and Major Equipment Contracts and any documentation and drawings reasonably requested by Buyer, redacted of any pricing information and any other information Supplier is not permitted to disclose pursuant to a confidentiality agreement, provided that Supplier shall use commercially reasonable efforts to secure in the Construction Contract and Major Equipment Contracts the ability to disclose the terms of the Construction Contract and Major Equipment Contracts other than pricing information. Under no circumstances shall the Facility share facilities with another generating or storage facility, whether

an Affiliate of Supplier or not; provided that Supplier can share any interconnection facilities which are part of the Facility with another facility if Supplier obtains the prior written consent of Buyer, such consent not to be unreasonably withheld, conditioned or delayed. Buyer shall have thirty (30) days after the later of receipt of (a) Supplier's notice of such proposed facility, including a description of the proposed facility, the owner of the proposed facility and the interconnection facilities to be shared, (b) such other reasonable information and/or documentation as Buyer may reasonably request in connection with the exercise of its consent right in which to notify Supplier of its objection to such proposed facility, including the reason for its objection, or such proposed facility shall be deemed approved. The Facility and its mechanical components, buildings, infrastructure and associated facilities and equipment, including interconnection facilities, shall be used solely for the purpose of generating, charging, storing and discharging Energy under this Agreement.

- 8.1.2 Selection of Construction Contractor. Exhibit 23 contains a list of (a) Construction Contractors and (b) Major Equipment Contractors that are acceptable to Buyer ("Approved Contractors"). Supplier may, subject to the notice requirements of Section 8.1.1, enter into any Construction Contract with any Approved Contractor without the prior approval of Buyer. If Supplier desires to enter into any Construction Contract with a Construction Contractor or Major Equipment Contract with a Major Equipment Contractor that is not an Approved Contractor, Supplier shall notify Buyer in writing of such request, and Buyer shall have thirty (30) days (in the case of Construction Contractors) and sixty (60) days (in the case of Major Equipment Contractors) after the later of receipt of (a) Supplier's notice, including the proposed Construction Contractor or Major Equipment Contractor, and (b) such other reasonable information and/or documentation as Buyer may reasonably request in connection with the exercise of its approval right in which to notify Supplier of its objection to such proposed Construction Contractor or Major Equipment Contractor, in which case Supplier shall not subcontract with such proposed contractor. Buyer may, upon written notice to Supplier, remove any Approved Contractor For Cause from Exhibit 23, and, upon such removal, such entity shall not be an Approved Contractor for purposes of this Agreement; provided, that once Supplier has notified Buyer in writing (including reasonable supporting documentation) that it has commenced discussions with any Approved Contractor regarding the construction of Facility pursuant to a Construction Contract or procurement of equipment pursuant to a Major Equipment Contract, such entity shall remain an Approved Contractor hereunder for purposes of such Construction Contract or Major Equipment Contract then being discussed. Any notice of a For Cause removal of an Approved Contractor shall identify which clause(s) of the definition of "For Cause" is the basis for such removal and (x) where the basis for such removal is clause (b), such notice shall include reasonable supporting documentation and (y) where the basis for such removal is clause (a) or (c), such notice shall include an officer's certificate from an authorized representative of Buyer certifying that the basis for such For

Cause removal meets the criteria set forth in the relevant clause of the definition of “For Cause”.

8.2 Performance of Project Milestones. Supplier shall complete each Project Milestone specified in Exhibit 6 on or before 16:00 hours PPT on the date specified for each Project Milestone listed in Exhibit 6.

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

8.2.2 Progress Towards Completion. Supplier shall notify Buyer’s Contract Representatives promptly (and in any event within ten (10) Business Days) following its becoming aware of information that leads to a reasonable conclusion that a Project Milestone will not be met, and shall convene a meeting with Buyer to discuss the situation not later than fifteen (15) Business Days after becoming aware of this information. Supplier shall notify Buyer within three (3) Business Days if there is any change in the

delivery schedule for any equipment in the Major Equipment Contracts and such notification shall include a plan to mitigate any applicable delays in the original delivery schedule in the executed Major Equipment Contracts.

8.3 Commercial Operation Date.

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

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

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

"I, [Name], in my capacity as the duly appointed [Title] of Libra Solar LLC ("Supplier") hereby certify, on behalf of Supplier that: (a) the Facility has been constructed in accordance with Good Utility Practice and the Generating Facility has delivered Net Energy to and at the Delivery Point and the Storage Facility Metering Point; (b) all of the requirements set forth in Sections 8.1, 8.3 and 17.2, and Exhibits 6, 7 and 7A of the Long-Term Renewable Power Purchase Agreement between Supplier and Buyer dated May 3, 2024, ("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) (e) Supplier acknowledges that Buyer is relying on this certification in connection with carrying out its obligations under the Agreement and Supplier will indemnify Buyer for any inaccuracy related to this certification; and (f) the Storage Facility is fully capable of charging, storing and discharging energy up to the Expected Storage Facility Nameplate Capacity Rating."

- 8.3.2.2 A certificate addressed to Buyer from a Licensed Professional Engineer confirming: (1) the nameplate capacity rating of the Generating Facility at the anticipated time of Commercial Operation in MW ("Certified Nameplate Capacity Rating") and (2) that the Generating Facility is able to generate and deliver electric power reliably in amounts expected by this Agreement and in accordance with all other terms and conditions hereof, including the Operating Procedures; and, (3) performance tests required by Exhibit 7 and Exhibit 7A have been successfully completed; and (4) that the Storage Facility is able to charge, store and discharge energy reliably in amounts expected by this Agreement and in accordance with all other terms and conditions hereof, including the Operating Procedures. The Certified Nameplate Capacity Rating must not be less than the Required Nameplate Capacity Rating.
- 8.3.2.3 A certificate addressed to Buyer from a Licensed Professional Engineer stating that, all required interconnection tests have been completed and the Facility is physically interconnected with the Transmission System and able to deliver Net Energy and Discharging Energy consistent with the terms of this Agreement.
- 8.3.2.4 An opinion from an attorney licensed in the state of Nevada that is not an employee of Supplier (or any Affiliate) and has no financial interest in the Facility addressed to Buyer 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 [Reserved]

8.5 Delay Damages.

8.5.1 In the event Supplier fails to achieve Commercial Operation by the Commercial Operation Deadline, then for each day up to, but not exceeding, one hundred and eighty (180) days, that Supplier fails to achieve Commercial Operation, Supplier shall be obligated to pay to Buyer liquidated damages equal to Daily Delay Damages. If Daily Delay Damages have accrued for one hundred and eighty (180) days and Commercial Operation has not been achieved, then Buyer may terminate this Agreement. Supplier shall pay any amounts owed to Buyer under this Section 8.5 in the Billing Period immediately succeeding the Billing Period during which Supplier's obligation to pay such amounts arose in accordance with an invoice received from Buyer pursuant to Section 7.2.3.

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

8.5.3 The provisions of this Section 8.5 are in addition to, and not in lieu of, any of Buyer's rights or remedies under Article 24 for Events of Default; provided that if (i) Supplier pays Daily Delay Damages as required by Section 8.5.1 and (ii) Supplier's failure to achieve Commercial Operation by the Commercial Operation Deadline does not exceed one hundred and eighty (180) days, then Daily Delay Damages shall be Buyer's sole and exclusive remedy for Supplier's 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 Supplier does not meet its obligations hereunder prior to the Commercial Operation Deadline, and, accordingly, the Parties agree that payment by Supplier of Daily Delay Damages is reasonable as liquidated damages, and is not a penalty.

8.6 Nameplate Damages.

8.6.1 If the Certified Nameplate Capacity Rating is less than the Expected Nameplate Capacity Rating, Supplier shall provide Buyer a onetime payment in an amount equal to (a) subtracting (i) Certified Nameplate Capacity Rating from (ii) the Expected Nameplate Capacity Rating in MW, multiplied by (b) Deficit Damages Rate per MW of difference ("Deficit Damages"), provided that in no event shall the Certified Nameplate Capacity Rating be less than the Required Nameplate Capacity Rating. Supplier's total liability for Deficit Damages shall not exceed Twenty-One Million Dollars (\$21,000,000). Deficit Damages, if any, shall be paid to Buyer within five (5) Business Days of Buyer's receipt of the certification

required in Section 8.3.2.2. Upon payment of Deficit Damages: (i) Exhibit 1 shall be revised to reflect the Certified Nameplate Capacity Rating; and (ii) the Annual Supply Amount, each Supply 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. Provided that the Certified Nameplate Capacity Rating is equal to or greater than the Required Nameplate Capacity Rating, Deficit Damages shall be Buyer's sole and exclusive remedy if the Certified Nameplate Capacity Rating is less than the Expected Nameplate Capacity Rating.

- 8.6.2 If the Certified Nameplate Capacity Rating is greater than the Expected Nameplate Capacity Rating by greater than five percent (5 %), 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. The damages provided for in this Section 8.6 shall be Buyer's sole and exclusive remedy for the matters set forth in this Section 8.6. Supplier shall take all necessary actions, including but not limited to software or hardware solutions, to limit the Certified Nameplate Capacity Rating to the Expected Nameplate Capacity Rating.
- 8.7 Modification. Supplier shall not be permitted to make any modification to the Facility inconsistent with the operating characteristics and limitations and technical specification of the Facility as set forth in Exhibits 1, 5, 11, 13, 14, 18, 22 and 24 without the prior written consent of Buyer, which may be withheld in Buyer's sole discretion. Buyer shall have fifteen (15) days after receipt of Supplier's notice of proposed modifications in which to notify Supplier of its objection to such proposed modifications, or such proposed modifications shall be deemed denied. The above shall not prevent Supplier from substituting substantially equivalent materials and equipment, from using newer technology, from replacing vendors and contractors (subject to Section 25.13), from performing maintenance and repairs (including replacement of equipment and replacement, oversizing or augmentation of batteries) to the Facility so long as such actions do not alter the Facility except as permitted in this Agreement. Any modifications for which Buyer has provided written consent shall be conducted in accordance with Good Utility Practice and all applicable Laws and reliability criteria, as such may be amended from time to time, and the requirements of Article 11.
- 8.8 Operation and Maintenance. Supplier, at all times shall install, operate, maintain and repair the Facility in accordance with Good Utility Practice and applicable Laws and to ensure, subject to Section 3.5, (a) Supplier is capable of meeting its obligations to deliver and make available Product over the Term; (b) the Generating Facility is at all times a Renewable Energy System; and (c) Supplier is at all times in compliance with all requirements of a renewable energy generator set forth in the Renewable Energy Law. Supplier shall (x) maintain records of all operations of the Facility in accordance with Good Utility Practice, and (y) follow all regulations, directions and procedures of Transmission Provider, any Electric System Authority

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

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

10. CURTAILMENT & DISPATCHABILITY

- 10.1 Transmission Provider Instructions. Supplier shall obey all Transmission Provider Instructions for curtailment of Energy by the Transmission Provider or any Electric System Authority.
- 10.2 Curtailments. Without limiting Section 10.1, Buyer shall not be obligated to purchase, receive, pay for or pay any damages associated with or impose any liability on Buyer with respect to, compliance or curtailment of Energy by Supplier made in response to any orders for curtailment provided for in Section 10.1, including in respect of Net Energy (or associated Renewable Energy Benefits) not delivered to the Delivery Point for any curtailment other than an Economic Curtailment, including due to any of the following: (a) an Emergency; (b) any right of the Transmission Provider to curtail the Project pursuant to the OATT; (c) the interconnection between the Facility and the Transmission System is disconnected, suspended or interrupted, in whole or in part; (d) the Transmission Provider, Electric System Authority or an Reliability Coordinator directs a general curtailment, reduction or re-dispatch of generation in the area (which would include the Net Energy), for any reason, even if such curtailment, reduction or re-dispatch

directive is carried out by Buyer, which may fulfill such directive by acting in its sole discretion; (e) if Buyer curtails or otherwise reduces the Net Energy in order to meet its obligations to the Transmission Provider, Electric System Authority or Market Operator to operate within system limitations; (f) the Facility's Energy is not received because the Facility is not fully integrated or synchronized with the Transmission System; or (g) an event of Force Majeure prevents either Party from delivering or receiving Net Energy at the Delivery Point.

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

10.4 Economic Curtailment.

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

10.4.2 Supplier shall obey all orders for Economic Curtailment issued by Buyer in accordance with Section 10.4.1. The amount of Net Energy curtailed under this Section 10.4.2 or Section 3.4.5 ("Economic Curtailed Product") shall be reasonably determined by Supplier after the Economic Curtailment has ended based upon the Net Energy that would have been generated and delivered to Buyer at the Delivery Point consistent with the provisions of this Agreement, but that was not generated and delivered solely as a result of the Economic Curtailment. Supplier shall promptly provide Buyer with such information and data as Buyer may request to confirm the amount of the Economic Curtailed Product that was not generated as a result of the Economic Curtailment. During any period of Economic Curtailment, Supplier shall not produce Energy (other than pursuant to Section 3.4.5 or to the extent curtailed by Buyer) or sell Product to any third party. Economic Curtailed Product shall constitute Excused Product for purposes of calculating a Shortfall or PC Shortfall and shall be paid for in accordance with Section 4.1.2.2. Under no circumstance shall the provisions of this Section 10.4.2 apply to a curtailment of the Facility based upon an Emergency with respect to the Facility. Buyer's election to not schedule the

Storage Facility to be charged pursuant to a Charging Notice shall not in and of itself, nor shall Buyer's scheduling of the Storage Facility more generally be considered Economic Curtailment.

- 10.4.3 For the avoidance of doubt, in no event shall curtailment of Energy pursuant to Section 10.1 or Section 10.2 be treated as Economic Curtailed Product.
- 10.5 Charging During Curtailment. Except for any curtailment of the Generating Facility pursuant to Article 10 that results from circumstances precluding Supplier from charging the Storage Facility in accordance with the requirements of this Agreement, Buyer shall use commercially reasonable efforts to provide a Charging Notice to Supplier in accordance with Section 3.4.6.2 for an amount of Energy equal to the lesser of (a) the amount of Energy that would not be delivered as a result of such curtailment or (b) the then available storage capacity of the Storage Facility. Any Energy delivered to the Storage Facility Metering Point during any such curtailment shall be excluded from the calculation of Curtailed Product and Economic Curtailed Product, as applicable.

11. PLANNED OUTAGES

- 11.1 Approvals. Supplier shall request and obtain Buyer's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed, before conducting any non-forced outage of the Facility or reducing the capability of the Generating Facility to deliver the Supply Amount or the Storage Facility to receive Charging Energy or deliver Discharging Energy (each such reduction or outage, a "Planned Outage") so as to minimize the impact on the availability of the Facility. Supplier shall only schedule Planned Outages during the months of March, April, October and November, unless otherwise approved by Buyer (such approval not to be unreasonably withheld, conditioned or delayed), and as may be otherwise restricted by Law. Buyer shall have fifteen (15) Business Days after receipt of Supplier's request of conducting any non-forced outage of the Facility or reducing the capability of the Generating Facility in which to notify Supplier of its objection to such request, including the reason for such objection, or such request shall be deemed approved.
- 11.2 Schedules. Planned Outages will be scheduled and conducted in accordance with the following:
- 11.2.1 Within ninety (90) days prior to the Commercial Operation Date and on or before October 1 of each Contract Year, Supplier shall provide Buyer with a schedule of proposed Planned Outages for the remainder of the year or upcoming Contract Year, as applicable. The proposed schedule will designate the Delivery Hours and amount (in MW) in which the Energy will be reduced in whole or in part by the proposed Planned Outages. Each proposed schedule shall include all applicable information, including the following: the month, day and Delivery Hour each requested outage will begin and conclude, the facilities impacted, the purpose of the requested outage, and any other relevant information. The total combined Delivery Hours of Planned Outages in any Contract Year shall not exceed four

percent (4%) of the MWhs comprising the Annual Supply Amount (prorated for the Stub Period, if any) unless otherwise approved by Buyer.

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

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

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

12. REPORTS; OPERATIONAL LOG

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

- 12.2 Notification of Facility Regulatory Status. Supplier shall notify Buyer of the regulatory status of the Facility as an EWG or QF no later than ninety (90) days prior to the Operation Date, and will provide Buyer with evidence documenting receipt of the required Governmental Approvals related to such designation (as such approvals are set forth in Exhibit 10). Following the Operation Date, Supplier shall notify Buyer, as soon as practicable, of any changes in regulatory status of the Facility, and will provide Buyer with evidence documenting receipt of the required Governmental Approvals related to such changed regulatory status (as such approvals are set forth in Exhibit 10) and reasonable support data requested by Buyer.
- 12.3 Notices of Change in Facility. In addition to any consent required pursuant to Section 8.7, Supplier shall provide notice to Buyer as soon as practicable prior to any temporary or permanent change to the performance, operating characteristics, or major generation components (such as turbines, generators, inverters, solar panels or similar equipment, as applicable) of the Facility. Such notice shall describe any changes, expected or otherwise, to the Expected Nameplate Capacity Rating, generating capability, the rate of production and delivery of Net Energy, Discharging Energy and other Product, interconnection and transmission issues, and any additional information requested by Buyer.
- 12.4 Project Reports and Project Review Meetings.
- 12.4.1 Prior to the Commercial Operation Date. Prior to the Commercial Operation Date, Supplier shall provide to Buyer a monthly project report, in form and substance reasonably satisfactory to Buyer, which shall include the following: status in obtaining Project Milestones, including level one schedule; progress in obtaining any Governmental Approvals in connection with achieving the Commercial Operation Date; a discussion of Supplier's progress with respect to the satisfaction or achievement of each Project Milestone, including a reasonable description of any material facts, events or circumstances which reasonably could be expected to delay Supplier in satisfying or achieving any Project Milestone within the period of time required pursuant to Exhibit 6. 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 (or Supplier's ultimate parent's) most recent quarterly and annual unaudited financial statements, which financial statements shall be prepared in accordance with generally accepted accounting principles. If the financial statements of Supplier's ultimate parent are publicly available electronically on its website, Supplier is deemed to have met the requirements of this Section 12.5.
- 12.6 Information to Governmental Authorities. Supplier shall, promptly upon written request from Buyer, provide Buyer with data collected by Supplier related to the construction, operation and maintenance of 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, or report or any document submitted to or received from any Governmental Authority relating to operation and maintenance of the Facility.
- 12.9 Environmental Information. Supplier shall, promptly after receipt of a written request from Buyer, provide Buyer with all data reasonably requested by Buyer relating to environmental information under any Required Facility Document listed in Exhibit 12 or otherwise in effect with respect to the Facility. Supplier shall further provide Buyer with information relating to environmental impact mitigation measures it is taking in connection with the Facility’s construction or operation that are required by any Governmental Authority. As soon as practicable after it is known to Supplier, Supplier shall disclose to Buyer: (a) the extent of any actual or alleged violation of any Environmental Laws arising out of the construction or operation of the Facility, or (b) the actual or alleged presence of Environmental Contamination at the Facility or on the Project Site, or (c) occurrence of any enforcement, legal or regulatory action or proceeding relating to the foregoing.

13. COMMUNICATIONS

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

- 13.2 Communications. In connection with meeting its obligations pursuant to this Article 13, Supplier shall provide at its expense:
- 13.2.1 For the purposes of telemetering, a telecommunications circuit from the Facility to Buyer's operations center, or other readily accessible real-time performance monitoring (e.g., a web-based performance monitoring system);
- 13.2.2 Two (2) dedicated and geographically diverse T1 lines, including any T1 circuit isolation gear required by the local T1 provider, for purposes of accessing Buyer's metering equipment and for communications with Buyer's operations center. The T1 line will originate at Buyer's telecom equipment location at Supplier's facility and terminate at a location to be specified by Buyer; and
- 13.2.3 Equipment to transmit to and receive email from Buyer and the Balancing Authority Area Operator, including cellular telephones.

14. SCHEDULING NOTIFICATION

- 14.1 Scheduling Notification. Supplier shall provide to Buyer's Operating Representative notices containing information including Supplier's good faith daily and hourly forecast of the Delivered Amount, Planned Outages, Derating, other outages and similar changes that may affect the Delivered Amount and the availability of Product otherwise, in accordance with the Availability Notice procedures in Section 14.2.
- 14.2 Availability Notice Procedures.
- 14.2.1 No later than 05:00 PPT each day or as otherwise specified in the Operating Procedures or by Buyer consistent with Good Utility Practice, Supplier shall deliver to Buyer's Operating Representative an Availability Notice in the form set forth in Exhibit 8 and containing such information as may be required by the Operating Procedures. The Availability Notice will cover WECC scheduling practices for day-ahead energy or such other period specified by Buyer consistent with Good Utility Practice. The Parties agree to modify the Availability Notice as may be required consistent with other scheduling practices which may be applicable to the Facility from time to time.
- 14.2.2 Supplier shall update the Availability Notice and notify Buyer's Operating Representative (a) as soon as practical after becoming aware of (i) an expected Derating; or (ii) an expected increase of Delivered Amount or (b) as otherwise provided for in the Operating Procedures.
- 14.2.3 The information in the Availability Notice, including the forecasted Delivered Amount, will be Supplier's good faith forecast and will indicate any Delivery Hour for which the Delivered Amount is expected to be less than or greater than the Supply Amount.

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

14.3 Storage Facility Scheduling.

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

15. COMPLIANCE

15.1 Laws. Each Party shall comply with all applicable Laws in connection with the performance of its obligations under this Agreement. 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. 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.

16. APPROVALS

16.1 Condition Precedent. Notwithstanding any provision to the contrary contained in this Agreement, each Party's performance of its respective obligations under Section 2.2 and Articles 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 25, and 26 of this Agreement (including Buyer's obligations to pay for or accept any Product and Supplier's obligation to sell or deliver any Product) is subject to (a) Buyer obtaining before the PUCN Approval Deadline the PUCN Approval in form and substance

satisfactory to Buyer in its sole discretion, (b) Buyer obtaining before the DNR Designation/DNR PPA Amendment Deadline either (i) a Complete DNR Designation or (ii) a DNR Designation and, but only if required, an executed DNR PPA Amendment that has received PUCN approval in form and substance acceptable to Buyer in its sole discretion, and (c) the Transmission Provider approving the DNR IA Amendment before the DNR IA Amendment Deadline (clauses (a) – (c) being the “Conditions Precedent”). If any of the Conditions Precedent have not been satisfied by the PUCN Approval Deadline, the DNR Designation/DNR PPA Amendment Deadline or the DNR IA Amendment Deadline, as the case may be, then either Party shall be entitled to terminate this Agreement upon ten (10) days prior written notice to the other Party. Any of the Conditions Precedent can be waived provided that such waiver is in writing and signed by both Parties.

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. Buyer will promptly notify Supplier after (a) PUCN Approval is obtained in form and substance acceptable to Buyer in its sole discretion, (b) if the PUCN grants PUCN approval but in form and substance not acceptable to Buyer in its sole discretion or (c) if the PUCN fails to otherwise grant the PUCN Approval.

16.3 DNR Designation and IA Amendment.

16.3.1 No later than thirty (30) days after the Effective Date of this Agreement, Buyer shall file with the Transmission Provider all information necessary to obtain a Complete DNR Designation. If Buyer fails to file for the Complete DNR Designation within thirty (30) days of the Effective Date, then Supplier may terminate this Agreement upon ten (10) Business Days prior written notice to Buyer. Buyer will provide to Supplier a copy of its filing with the Transmission Provider within five (5) Business Days of making such filing. Subject to Section 16.5, Buyer shall diligently respond to all reasonable requests from the Transmission Provider and take all such other reasonable actions as may be reasonably required by the Transmission Provider to secure the Complete DNR Designation.

16.3.2 Within thirty (30) days after the earlier of (i) the receipt of a Complete DNR Designation or (ii) PUCN approval of a DNR PPA Amendment, only if applicable, Supplier will file with the Transmission Provider for a DNR IA Amendment. Supplier will provide to Buyer a copy of its filing with the Transmission Provider within five (5) Business Days of making such filing.

16.4 Failure to Obtain Approvals

16.4.1 PUCN Approval; Conditions of PUCN Approval. If the PUCN (a) fails to grant the PUCN Approval on or before the PUCN Approval Deadline or (b) grants 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 such 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 (i) the failure of the PUCN to grant PUCN Approval in form and substance acceptable to Buyer in its sole discretion by the PUCN Approval Deadline or (ii) the PUCN granting PUCN approval but in form and substance not acceptable to Buyer in its sole discretion.

- 16.4.2 Complete DNR Designation and DNR IA Amendment, Only if Applicable. If Buyer is unable to obtain the Complete DNR Designation, then the Parties will negotiate in good faith for sixty (60) Business Days on a DNR PPA Amendment reasonably acceptable to both Parties to reflect the requirements in the DNR Designation provided by the Transmission Provider. If a DNR PPA Amendment is agreed upon by the Parties, Buyer will submit it for PUCN approval within a reasonable timeframe. If (a) the Parties are unable to agree on an amendment, (b) PUCN approval of the DNR PPA Amendment is not obtained by the PUCN Approval Deadline, or (c) approval of the DNR IA Amendment by the Transmission Provider is not obtained by the IA Amendment Approval Date, then either Party shall have the right to terminate this Agreement upon ten (10) Business Days prior written notice to the other Party. Under no circumstances shall either Party have any liability to the other Party due to (i) the failure to obtain the Complete DNR Designation by the DNR Designation Deadline or (ii) the failure of any of the conditions in clauses (a), (b), or (c) above.

16.5 Cooperation.

- 16.5.1 If requested by the other Party, each Party shall cooperate with the other Party as such Party may deem necessary in order to achieve each of the Conditions Precedent, including furnishing the Transmission Provider with such documents, reports, data and other information as the Transmission Provider may reasonably request. With respect to any Governmental Approval (including the PUCN Approval and any FERC approval in connection with this Agreement), cooperation pursuant to this Section 16.5.1 may include 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 satisfying any Condition Precedent, including the PUCN Approval. Each Party shall use reasonable efforts and shall exercise due diligence and shall act in good faith to cooperate with and assist each other to satisfy the Conditions Precedent and obtain any other Governmental Approvals necessary to effectuate this Agreement.

17. SECURITY

- 17.1 Development Security. As a condition of Buyer’s execution of and continuing obligations under this Agreement, Supplier shall provide to Buyer, as security for

the performance of Supplier's obligations hereunder, either: (a) a letter of credit from a Qualified Financial Institution substantially and in all material respects in the form attached hereto as Exhibit 17 (or such other form acceptable to Buyer) in an amount equal to Thirty Five Million Dollars (\$35,000,000); or (b) a cash deposit in an amount equal to Thirty Five Million Dollars (\$35,000,000) (the "Development Security"). Supplier will post the Development Security with Buyer five (5) Business Days after the Effective Date. If Buyer fails to file for the PUCN Approval by December 31, 2024, any Development Security shall be returned to Supplier within the following two (2) Business Days. Upon the Approval Date, the Development Security shall increase to an amount equal to Ninety-Eight Million Dollars (\$98,000,000). The revised Development Security shall be posted within ten (10) Business Days after the Approval Date and be maintained until fifteen (15) Business Days after the Commercial Operation Date. Buyer shall have the right to draw upon the Development Security, at Buyer's sole discretion: (i) as a non-exclusive remedy available to Buyer under Article 24; (ii) in the event Supplier fails to achieve Commercial Operation by the Commercial Operation Deadline and fails to pay Daily Delay Damages as provided in Section 8.5.1; (iii) if Supplier fails to make any payments owing under this Agreement; or (iv) if Supplier fails to reimburse Buyer for costs, including Replacement Costs, PC Replacement Costs and Penalties, that Buyer has incurred or may incur as a result of Supplier's failure to perform its obligations under this Agreement. Unless this Agreement is terminated, any such drawing on the Development Security by Buyer shall give rise to an obligation of Supplier to replenish the Development Security to its required amount within 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) 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. Buyer shall have thirty (30) days after the later of receipt of (a) Supplier's notice of intention to maintain the Development Security as a portion of Operating Security and (b) such other reasonable information and/or documentation as Buyer may reasonable request in connection with the exercise of its consent right in which to notify Supplier of its objection to such intention, or maintaining the Development Security as a portion of Operating Security shall be deemed approved. 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. At any time during the term hereof, Supplier may replace any Development Security posted hereunder with replacement Development Security so long as such security meets the requirements of the definition of Development Security. Within five (5) Business Days of the delivery of any replacement Development Security, Buyer shall release the then existing Development Security.

- 17.2 Operating Security. As a condition to achieving Commercial Operation, Supplier shall provide to Buyer, as security for the performance of Supplier's obligations hereunder, either: (a) a letter of credit from a Qualified Financial Institution

substantially and in all material respects in the form attached hereto as Exhibit 17 (or such other form acceptable to Buyer) in an amount equal to One Hundred Three Million, Eight Hundred Sixty-Six Thousand, One Hundred Dollars (\$103,866,100); or (b) a cash deposit in an amount equal to One Hundred Three Million, Eight Hundred Sixty-Six Thousand, One Hundred Dollars (\$103,866,100) (the “Operating Security”). Supplier shall post the Operating Security with Buyer no later than five (5) Business Days prior to the Commercial Operation Date. Buyer shall have the right to draw upon the Operating Security, at Buyer’s sole discretion: (1) as a non-exclusive remedy available to Buyer in the event this Agreement is terminated under Article 24; (2) in the event Supplier fails to make any payments owing under this Agreement; or (3) if Supplier fails to reimburse Buyer for costs, including Replacement Costs, PC Replacement Costs and Penalties that Buyer has incurred or may incur as a result of Supplier’s failure to perform its obligations under this Agreement. Unless this Agreement is terminated, any such drawing on the Operating Security by Buyer shall give rise to an obligation of Supplier to replenish the Operating Security 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. At any time during the term hereof, Supplier may replace any Operating Security posted hereunder with replacement Operating Security so long as such security meets the requirements of the definition of Operating Security. Within five (5) Business Days of the delivery of any replacement Operating Security, Buyer shall release the then existing Operating Security.

- 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 satisfying the requirements of Sections 17.1 and 17.2, as applicable; (b) in addition to the conditions specified in Sections 17.1 and 17.2, Buyer shall have the right to draw on such letter of credit, at Buyer’s sole discretion and hold the cash received in accordance with this Agreement, (i) if such letter of credit has not been renewed or replaced at least thirty (30) days prior to the date of its expiration or (ii) if the Credit Rating of the financial institution that issued such letter of credit has been downgraded to below that required of a Qualified Financial Institution and Supplier has not caused a replacement letter of credit to be issued for the benefit of Buyer within five (5) Business Days of such downgrade pursuant to Section 17.4.
- 17.4 Maintaining Letter of Credit. If at any time after the Effective Date of this Agreement, Standard & Poor’s, Moody’s or another nationally recognized firm downgrades the Credit Rating of the financial institution issuing a letter of credit pursuant to this Agreement to below that required of a Qualified Financial Institution, then Supplier shall: (a) provide Buyer with written notice of such downgrade within two (2) Business Days of Supplier being notified of any such downgrade; and (b) cause a replacement letter of credit satisfying the conditions of Section 17.3 or other acceptable Development Security or Operating Security, as applicable, to be issued in favor of Buyer within five (5) Business Days of such

downgrade. In the event such a downgrade also constitutes an Event of Default pursuant to Article 24, then the requirements of this Section 17.4 are in addition to, and not in lieu of, the provisions of Article 24. Supplier shall take all necessary action and shall be in compliance with Section 17.1 and/or Section 17.2, as the case may be, within five (5) Business Days of the downgrade.

17.5 [Reserved].

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

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

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

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

18. INDEMNIFICATION

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

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

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

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

18.3 Indemnification Procedures.

18.3.1 Any Indemnified Party seeking indemnification under this Agreement for any Loss shall give the Indemnifying Party notice of such Loss promptly

but in any event on or before thirty (30) days after the Indemnified Party's actual knowledge of such claim or action. Such notice shall describe the Loss in reasonable detail, and shall indicate the amount (estimated if necessary) of the Loss that has been, or may be sustained by, the Indemnified Party. To the extent that the Indemnifying Party will have been actually and materially prejudiced as a result of the failure to provide such notice, the Indemnified Party shall bear all responsibility for any additional costs or expenses incurred by the Indemnifying Party as a result of such failure to provide notice.

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

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

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

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

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

19. LIMITATION OF LIABILITY

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

19.2 Limitation on Damages. To the fullest extent permitted by Law and notwithstanding any other provisions of this Agreement to the contrary, except for payments made by either Party to satisfy Penalties and liquidated damages and other express damages provided for in this Agreement, in no event shall a Party be liable to the other Party, whether in contract, warranty, tort, negligence, strict liability, or otherwise, for special, indirect, incidental, multiple, consequential

(including lost profits or revenues, business interruption damages and lost business opportunities), exemplary or punitive damages related to, arising out of, or resulting from performance or nonperformance of this Agreement (unless due to the willful or intentional breach of this Agreement by such Party, in which case the limitation shall not apply). In addition, this limitation on damages shall not apply with respect to claims brought by unaffiliated third parties for which a Party is entitled to indemnification under this Agreement.

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

20. FORCE MAJEURE

- 20.1 Excuse. Subject to Section 20.4, neither Party will be liable for any delay in the performance of its obligations under this Agreement, nor will any such delay become an Event of Default to the extent such delay is caused by an event of Force Majeure. Notwithstanding any other provision to the contrary contained in this Agreement, the sole relief available for an event of Force Majeure or claim of Force Majeure shall be an extension of time on a day-for-day basis for the period of demonstrated delay caused by the event of Force Majeure. In no event shall a Force Majeure Event or claim of Force Majeure entitle Supplier to an increase to any compensation due Supplier hereunder. In all circumstances, the Party seeking relief on the asserted basis of Force Majeure shall bear the burden to show that the requirements of this Article 20 have been met, that such Party is entitled to relief, and the extent of any relief to which such Party is entitled.
- 20.2 Definition. “Force Majeure” or “an event of Force Majeure” means an event that: (a) is not within the reasonable control of the affected Party or any Person (of any tier) performing any portion of such Party’s obligations hereunder; (b) is not the result of the negligence, fault or failure to act by the affected Party or any Person (of any tier) performing any portion of such Party’s obligations hereunder; (c) could not be overcome or its effects mitigated by the use of due diligence by the affected Party or any Person (of any tier) performing any portion of such Party’s obligations hereunder; and (d) prevents or delays the claiming Party from performing any obligation hereunder. Force Majeure includes, but is not restricted to, events of the following types (but only to the extent that such an event, in consideration of the circumstances, satisfies the requirements set forth in the preceding sentence): acts of God such as storms, hail, hurricanes, floods, lightning, fire, explosion, earthquakes, or other natural disasters; subject to Section 20.3.17, pandemics or epidemics; civil disturbance; terrorism or war; sabotage; strikes, lock-outs, or work stoppages, in each case, not attributable to the actions of the affected Party or any Person (of any tier) performing any portion of such Party’s obligations hereunder; action or restraint by court order or Governmental Authority (as long as the affected Party has not applied for or assisted in the application for, and has opposed to the extent reasonable, such action or restraint); and so long as the action or restraint does not arise out of the actions of the affected Party or any Person (of any tier) performing any portion of such Party’s obligations hereunder).

- 20.3 Exclusions. Notwithstanding the foregoing, none of the following shall constitute Force Majeure:
- 20.3.1 Economic hardship of either Party, including lack of money, or the breach of contract by any Person (of any tier) performing any portion of the affected Party's obligations hereunder;
 - 20.3.2 The non-availability or reduced availability of the solar resource supply to generate electricity from the Generating Facility, including due to weather, high or low temperatures or climate conditions, except to the extent caused by acts of God which qualify as an event of Force Majeure at the Project Site;
 - 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 Force Majeure;
 - 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 event of Force Majeure at the Project Site;
 - 20.3.9 Delay or failure of Supplier to obtain or perform any Required Facility Document unless due to Force Majeure;
 - 20.3.10 Any delay, alleged breach of contract, or failure by the Transmission Provider unless due to Force Majeure at the Project Site;
 - 20.3.11 Maintenance upgrade or repair of any facilities or right of way corridors whether performed by or for the claiming Party, or other third parties (except for repairs made necessary as a result of an event of Force Majeure at the Project Site);
 - 20.3.12 Inability to obtain any supply of goods or services, unless caused by an event of Force Majeure;
 - 20.3.13 Delays in customs or similar regulatory clearance, unless due to an event of Force Majeure;

- 20.3.14 The imposition of tariffs, anti-dumping or countervailing duties that may apply to any products or equipment or other fines, penalties or other actions as a result of violation of Laws regarding unfair trade practices;
- 20.3.15 The increased cost of electricity, materials, equipment, steel, labor, services, or transportation; or
- 20.3.16 The occurrence after the Effective Date of an enactment, promulgation, modification or repeal of one or more Laws, that affects the cost or ability of either Party to perform under this Agreement.
- 20.3.17 For the avoidance of doubt, the existence of the facts or circumstances described as exceptions to or qualifications of the exclusions to Force Majeure listed in the clauses above shall not establish the existence of Force Majeure, which shall only occur if the requirements of this Article 20 are fully satisfied.
- 20.3.18 Each Party acknowledges the effects of COVID-19 and the military conflicts in Ukraine, Israel and Gaza as of the Effective Date, and that no delay or failure in performance is expected based on the scope of such effects as of the Effective Date. Force Majeure relief related to COVID-19 or any such military conflict and their effects shall be permitted only to the extent of material changes in the effects of COVID-19 or such military conflict after the Effective Date and provided that the criteria in the first sentence of Section 20.2 are met.
- 20.4 Conditions. In addition to the conditions set forth in Section 20.2, a Party may rely on a claim of Force Majeure to excuse its performance only to the extent that such Party complies with the following requirements of Section 20.4.1 through 20.4.5; provided that, except as provided in Section 20.4.1, if the Affected Party fails to comply with such requirements, it shall be deemed to waive any relief to which it would be otherwise entitled by virtue of such claim of Force Majeure but only to the extent such failure prejudices the affected Party's ability to mitigate the effects of Force Majeure or its impact or aggravates the Force Majeure or its impact.
- 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 based on the information then available to the claiming Party (which notice, in the case of Supplier, shall be provided within thirty (30) days following the claiming Party's reasonable knowledge of such Force Majeure event; provided, that if the claiming Party fails to provide timely notice pursuant to this Section 20.4.1, then the claiming Party shall be deemed to waive any relief to which it would be otherwise entitled by virtue of such claim of Force Majeure solely for the period it failed to provide timely notice pursuant to this Section 20.4.1;
- 20.4.2 Exercises all reasonable efforts to continue to perform its obligations under this Agreement;

- 20.4.3 Expeditiously takes action to correct or cure the Force Majeure event excusing performance so that the suspension of performance is no greater in scope and no longer in duration than is dictated by the event; provided, however, that nothing herein requires a Party to settle a strike or other labor dispute;
- 20.4.4 Exercises all reasonable efforts to mitigate or limit damages to the other Party resulting from the Force Majeure event provided, however, that nothing herein requires a Party to settle a strike or other labor dispute; and
- 20.4.5 Provides prompt notice to the other Party of the cessation of the Force Majeure event giving rise to its excuse from performance.

21. DISPUTES

- 21.1 Dispute or Claim. Any cause of action, claim or dispute which either Party may have against the other Party arising out of or relating to this Agreement, including the interpretation of the terms hereof or any Laws that affect this Agreement, or the transactions contemplated hereunder, or the breach, termination or validity hereof (“Dispute”) shall be submitted in writing to the other Party. The written submission of any Dispute shall include a concise statement of the question or issue in dispute together with a statement listing the relevant facts and appropriate supporting documentation.
- 21.2 Good Faith Resolution. The Parties agree to cooperate in good faith to expedite the resolution of any Dispute. Pending resolution of a Dispute, the Parties shall proceed diligently with the performance of their obligations under this Agreement.
- 21.3 Informal Negotiation. The Parties shall first attempt in good faith to resolve any Dispute through informal negotiations by the Operating Representatives or Contract Representatives and senior management of each Party. If the Parties fail to resolve any Dispute through informal negotiations within thirty (30) days after the Dispute is submitted in writing to the other Party in accordance with Section 21.1, then either Party may exercise their rights at equity or law to resolve such Dispute.
- 21.4 Jurisdiction, Venue. Each Party irrevocably: (a) submits to the exclusive jurisdiction of the federal and state courts located in the County of Washoe, State of Nevada; (b) waives any objection which it may have to the laying of jurisdiction or venue of any proceedings brought in any such court; and (c) waives any claim that such proceedings have been brought in an inconvenient forum.
- 21.5 Recovery of Costs and Attorneys’ Fees. In the event of a Dispute arising from or relating to this Agreement, whether or not an action is commenced in any court to enforce any provision or for damages by reason of any alleged breach of this Agreement, the prevailing Party will be entitled to recover from the other Party all costs and attorneys’ fees reasonably incurred in resolving the Dispute. For purposes

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

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

22. NATURE OF OBLIGATIONS

- 22.1 Relationship of the Parties. The provisions of this Agreement shall not be construed to create an association, trust, partnership, or joint venture; or impose a trust or partnership duty, obligation, or liability or agency relationship between the Parties.
- 22.2 No Public Dedication. By this Agreement, neither Party dedicates any part of its facilities nor the services provided under this Agreement to the public.

23. ASSIGNMENT

Except as stated below, neither this Agreement nor any of the rights or obligations hereunder shall be assigned by either Party, including by operation of Law, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. A Party shall have fifteen (15) Business Days after the later of receipt of (a) the other Party’s notice of assignment, including the proposed assignee and (b) such other reasonable information and/or documentation as the other Party may reasonably request in connection with the exercise of its consent right in which to notify such Party of its objection to such intention, including the reason for such objection, or the assignment shall be deemed approved. 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) Nevada Power Company (d/b/a NV Energy); (b) any successor to Buyer, provided that such successor is a public utility holding a certificate of public convenience and necessity granted by the PUCN pursuant to NRS Chapter 704, where such assignment does not occur by operation of Law; (c) a Person (other than a natural person) providing retail electric service in Nevada 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, 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, 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 Buyer retains its rights under Article 6 following 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 Operating Security, as applicable, is maintained without change due to such transfer or assignment or is replaced with Development Security or Operating 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 reasonably 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; and (c) Buyer's prior written approval, not to be unreasonably withheld, conditioned or delayed, of such third party, provided that Buyer shall have thirty (30) days after the later of receipt of (a) Supplier's notice of proposed sale, transfer, assignment or other disposition of its ownership in the Facility, including the proposed assignee and a copy of the assignment and assumption agreement to be entered into pursuant to Section 23.4 and (b) such other reasonable information and/or documentation as

Buyer may reasonable request in connection with the exercise of its approval right, in which to notify Supplier of its objection to such sale, transfer, assignment or other disposition, including the reason for such objection, or the sale, transfer, assignment or other disposition shall be deemed approved; and (d) such third party being a Qualified Transferee. This Section 23.4 shall not apply to or restrict any sale, transfer, assignment or other disposition of the Facility in accordance with the provisions of Sections 23.2 or 23.8. This Section 23.4 shall also not apply to any sale, transfer, assignment or other disposition that complies with the ROFO provisions of Section 6.1 or the auction provision of Section 6.7, 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) to any Person other than an Affiliate of Supplier where such Affiliate is wholly owned within the same ownership group of companies 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 to or restrict any sale, transfer or assignment of a Controlling Interest in Supplier (a) in accordance with the provisions of Section 23.2 or (b) that complies with the ROFO provisions of Section 6.1 or the auction provision of Section 6.7, 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 and in all material respects in the form and substance of the Lender's Consent in Exhibit 19, including any 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 respects when made or deemed made;
 - 24.1.2 failure to make timely payments due under this Agreement;
 - 24.1.3 failure to comply with the material requirements of any Electric System Authority, Transmission Provider or any Governmental Authority;
 - 24.1.4 in the case of Supplier, its failure at any time to qualify and maintain, subject to Section 3.5, 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) by the scheduled date set forth in Exhibit 6; or (b) Commercial Operation by the Commercial Operation Deadline as set forth in Exhibit 6, and Daily Delay Damages have accrued for one hundred eighty (180) days thereafter pursuant to Section 8.5.1 (which Event of Default in Section 24.1.6(b) will occur on the one hundred eighty first (181st) day);
 - 24.1.7 its failure to comply with the provisions of Article 17 (including any replenishment requirement);
 - 24.1.8 its failure to comply with the provisions of Article 23;
 - 24.1.9 in the case of Supplier, its failure to comply with the provisions of Article 27;
 - 24.1.10 Bankruptcy;

- 24.1.11 in the case of Supplier, if Supplier: (a) relinquished possession and control of all or substantially all of the Facility, other than pursuant to a transfer permitted under this Agreement; or (b) after commencement of the construction of the Facility, and prior to the Commercial Operation Date, completely ceases construction, testing, and inspection of the Facility for ninety (90) consecutive days, if not attributable to an Event of Default of, or request by Buyer, or an event of Force Majeure; and
- 24.1.12 in the case of Supplier, if: (a) the Storage Contract Capacity of the Storage Facility determined pursuant to a Storage Capacity Test is less than or equal to ninety percent (90%) of the Expected Storage Facility Nameplate Capacity Rating for at least two (2) consecutive Contract Years; or (b) the Monthly Storage Availability is less than or equal to seventy-five percent (75%) of the Expected Storage Facility Nameplate Capacity Rating for at least three (3) consecutive Summer Months during any Contract Year or five (5) Summer Months during two (2) consecutive Contract Years.
- 24.2 Duty/Right to Mitigate. Each Party has a duty to mitigate damages and covenants that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of its obligations under this Agreement. For the purpose of this Section 24.2, commercially reasonable efforts by Supplier shall include 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, 24.1.10 or 24.1.12 for which there is no separate cure period, an Event of Default shall not be deemed to have occurred under Section 24.1, unless and until the Defaulting Party shall: (a) for purposes of Section 24.1.2, 24.1.7, 24.1.8, and 24.1.9, had a period of ten (10) Business Days from the date the applicable payment or performance was due; and (b) for purposes of all other Events of Default described in Section 24.1 (other than Sections 24.1.2, 24.1.6, 24.1.7, 24.1.8, 24.1.9, 24.1.10 or 24.1.12 which are addressed above), a period of thirty (30) days from the date of receipt of written notice of the occurrence of any of the Events of Default described in Section 24.1 (each of the cure periods in Section 24.3(a) and (b), a "Cure Period") to cure such potential Event of Default; provided that such thirty (30)-day period may be extended for an additional reasonable period of time (not to exceed ninety (90) days) if: (i) the potential Event of Default is not reasonably capable of being cured within such thirty (30)-day period; (ii) such potential Event of Default is capable of being cured within an additional reasonable period of time (not to exceed ninety (90) days); and (iii) the applicable Party is diligently and continuously proceeding to cure such potential Event of Default.
- 24.4 Remedies. If an Event of Default is not cured by the Defaulting Party during the applicable Cure Period, if any, then, subject to the express exclusive remedies provisions set forth herein, 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; provided, however, that notwithstanding anything to the contrary in the Agreement, in the event that Buyer terminates this Agreement pursuant to Section 24.1.6(b), (a) Buyer shall provide Supplier notice of such termination within ninety (90) days of such Event of Default, and (b) Supplier's damages under this Agreement for such termination shall be limited to the full amount of the Development Security. If Buyer elects not to terminate pursuant to Section 24.1.6(b) (or fails to provide notice of such termination within such ninety (90)-day period), any breach relating to Supplier's failure to achieve any Milestone or Critical Milestone by the scheduled date in Exhibit 6 will be deemed cured (other than the obligation to pay Daily Delay Damages in the amount of the full Development Security to the extent such obligation remains outstanding) and any corresponding remedy of the Buyer is waived; provided that Buyer shall retain the right to pursue any remedies for breaches of this Agreement other than Supplier's failure to achieve any Milestone or Critical Milestone by the scheduled date in Exhibit 6.

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 or due to a Supplier Event of Default then neither Supplier nor Supplier's Affiliates may sell, or enter into a contract to sell, Net Energy or any Product generated by, associated with or attributable to a generating facility or storage facility (a "Covered Facility") that from time to time may be constructed by Supplier or any Affiliate of Supplier on the Project Site to a party other than Buyer through the third (3rd) anniversary date of Buyer's notice of termination. The foregoing prohibition on contracting and sale shall 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 other 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 has 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 land rights or interests in the Project Site (including the interconnection queue position) so long as the limitations contained in this Section 24.5.1 apply, unless the transferee agrees to be bound by the terms set forth in this Section 24.5.1. Notwithstanding the above prohibition on a sale or 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 with respect to the Supplier's and Supplier's Affiliates' interests in the Project Site. Buyer shall be permitted to file a notice of the rights contained in this Section 24.5.1 with respect to the Project Site. Supplier shall indemnify and hold Buyer harmless from all Losses sustained by Buyer as a result of any breach of the covenants contained in this Section 24.5.1.

24.6 Step-In Rights.

24.6.1 Step-In Rights following an Event of Default. If Supplier commits an Event of Default, including pursuant to Section 24.1.6(b), and this Agreement has not been terminated by Buyer, and Supplier's Lender's rights to cure Supplier's Event of Default and exercise its rights and remedies, including foreclosure, under any Lender's Consent with Buyer have expired, then without limiting its other rights and remedies hereunder, Buyer shall have the right to enter the Project Site and take possession of the Facility and to take or cause to be taken all such actions and do or cause to be done all such things as Buyer may consider necessary or desirable to complete the Facility and cause Commercial Operation to occur. Following Commercial Operation, Buyer shall: (a) return possession of the Facility to Supplier upon execution by Supplier of an indemnity and release agreement, in form and substance reasonably acceptable to Buyer, pursuant to which Supplier shall indemnify and release Buyer from all claims arising out of Buyer's exercise of its rights pursuant to this Section 24.6, other than those arising from Buyer's gross negligence or willful misconduct, and reimburse Buyer for reasonably incurred costs and expenses incurred in the exercise of Buyer's step-in rights, except to the extent such costs are Buyer's responsibility hereunder; or (b) if and for so long as Supplier refuses to execute such indemnity and release agreement or reimburse Buyer: (i) operate the Facility for all or such portion of the remaining Term as Buyer may elect, in its sole discretion, pursuant to the license granted in Section 24.6.2 until Supplier provides the indemnity and release to Buyer as provided above; and/or (ii) exercise its other rights and remedies under this Agreement, including the right to terminate this Agreement without the payment of any damages by Buyer as a result of Supplier's Event of Default, if Buyer exercises its right under Section 24.6.4 to terminate its

exercise of its rights under this Section 24.6 and returns the Facility to Supplier. If Buyer exercises its rights under this Section 24.6.1, Buyer shall not be entitled to liquidated damages under any other provision of this Agreement during the period Buyer exercises its rights under this Section 24.6.1; provided, however, that nothing in this sentence shall limit or restrict Buyer's right to draw upon any Development Security or Operating Security in accordance with the terms of this Agreement, including to reimburse Buyer for all reasonable costs and expenses incurred by Buyer in exercising its rights under this Section 24.6.1.

24.6.2 License to Operate Facility. Supplier hereby irrevocably grants to Buyer the right, license and authority to enter the Project Site, to construct, operate and maintain the Facility for the Term during the continuance of and following any Event of Default by Supplier, if Supplier's Lenders have not elected to cure Supplier's Event of Default. 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. Buyer shall pay for all Product in accordance with this Agreement during such period, net of Buyer's reasonable costs of exercising its rights under Section 24.6 and constructing and operating the Facility to the extent not reimbursed by Supplier, and shall construct, operate and maintain the Facility in accordance with Good Utility Practice and applicable Law. Buyer shall not be required to return control of the Facility to Supplier unless Supplier reimburses Buyer for all reasonable costs and expenses incurred by Buyer to construct, operate and maintain the Facility. Absent such repayment, Buyer may continue to operate the Facility as provided above and begin to or continue to offset all such costs and expenses against payments of the Product Rate and/or Storage Rate, as the case may be otherwise due to Supplier until they have been paid in full. Upon the return of possession of the Facility to Supplier, Supplier shall reimburse Buyer for all reasonable costs and expenses incurred by Buyer to construct, operate and maintain the Facility not previously reimbursed in full. If Buyer exercises its rights under this Section 24.6.2, Buyer shall not be entitled to liquidated damages under any other provision of this Agreement during the period Buyer exercises its rights under this Section 24.6.2; provided, however, that nothing in this sentence shall limit or restrict Buyer's right to draw upon any Development Security or Operating Security in accordance with the terms of this Agreement, including to reimburse Buyer for all reasonable costs and expenses incurred by Buyer in exercising its rights under this Section 24.6.2.

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 fifteen (15) Business Days advance notice of the date Buyer intends to return such possession, and upon receipt of such notice Supplier shall take all actions necessary to resume possession of the Facility on such date.

24.6.5 No Assumption. Buyer's exercise of its rights under this Section 24.6 shall not be deemed an assumption by Buyer of any liability of Supplier due and owing prior to the exercise of such rights. Buyer shall not assume any liability of Supplier for the period during which Buyer exercises its rights under this Section 24.6. During any period that Buyer is exercising its rights, Supplier shall retain legal title to and ownership of the Facility and all of its other property and its revenues. When exercising its rights under this Section 24.6, Buyer shall assume possession, operation, and control of the Facility solely as agent for Supplier. In no event shall Buyer's election to exercise its rights under this Section 24.6 be deemed to constitute a transfer of ownership of or title to the Facility, the Project Site or any assets of Supplier.

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

25. REPRESENTATIONS AND WARRANTIES OF SUPPLIER

Supplier represents and warrants to Buyer as set forth in Sections 25.1 through 25.12, and Section 25.15.1, and covenants to Buyer as set forth in Sections 25.13 through 25.19 (other than Section 25.15.1):

- 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 limited liability company 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 limited liability company authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated herein and has taken all limited liability company actions necessary to authorize the execution, delivery and performance of its obligations under this Agreement. No other proceedings or approvals on the part of Supplier are necessary to authorize this Agreement. This Agreement constitutes a legal, valid and binding obligation of Supplier enforceable in accordance with its terms except as the enforcement thereof may be limited by (a) applicable bankruptcy, insolvency or similar Laws affecting the enforcement of creditors' rights generally and (b) general principles of equity, whether considered in a proceeding in equity or at law.
- 25.3 Governmental Approvals; No Violation. Other than obtaining the Supplier's Required Regulatory Approvals as set out in Exhibit 10, the execution, delivery and performance of this Agreement by Supplier shall not: (a) conflict with or result in any breach of any provision of the articles of organization (and/or other governing documents) of Supplier; (b) require any Governmental Approval, except where the failure to obtain such Governmental Approval would not reasonably be expected to have a Material Adverse Effect on Supplier; or (c) result in a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, agreement, lease or other instrument or obligation to which Supplier or any of its subsidiaries is a party or by which any of their respective assets may be bound, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained.
- 25.4 Regulation as a Utility. Except for its anticipated future status as a "public utility" as defined in the Federal Power Act, and as set forth in Exhibit 10, Supplier is not subject to regulation as a public utility or public service company (or similar designation) by any Governmental Authority.
- 25.5 Availability of Funds. Supplier has, or will have, and shall maintain sufficient funds available to it to perform all of its obligations under this Agreement and to consummate the transactions contemplated pursuant hereto.
- 25.6 Interconnection Process; Transmission. Supplier has initiated with the Transmission Provider the process of obtaining the rights to interconnect the

Facility to the Transmission System in order to provide for the delivery of Net Energy and Discharging Energy to and at the Delivery Point.

- 25.7 Interconnection Cost Due Diligence. Supplier has conducted due diligence regarding the costs of all facilities and equipment necessary to interconnect the Facility to and at the Delivery Point and all such costs are covered by payments for Product provided for in this Agreement.
- 25.8 Required Facility Documents. All Required Facility Documents are listed on Exhibit 12. Pursuant to the Required Facility Documents, Supplier holds as of the Effective Date, or will hold by the Commercial Operation Date (or such other later date as may be specified under requirements of Law), and will maintain for the Term all Required Facility Documents (including all material authorizations, rights and entitlements) necessary to construct, own, operate and maintain the Facility and to perform its obligations under this Agreement, including the sale and delivery of Product to Buyer in accordance with this Agreement. The anticipated use of the Facility complies with all applicable restrictive covenants affecting the Facility or the Project Site.
- 25.9 Governmental Approvals. Supplier has applied or will apply for or has received the Governmental Approvals listed in Exhibits 10 and 12, and no other Governmental Approvals are required by Supplier to construct, own, operate and maintain the Facility or perform its obligations under this Agreement. Following the Commercial Operation Date, Supplier shall notify Buyer of any additional material Governmental Approvals that are required for the ownership, operation and maintenance of the Facility or the performance by Supplier of its obligations under this Agreement, in each case, promptly after Supplier makes any such determination.
- 25.10 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.
- 25.11 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.
- 25.12 Project Execution Plan. Supplier will execute the development and construction of the Facility in accordance with the project execution plan submitted by Supplier to Buyer pursuant to the request for proposals dated August 16, 2023. Supplier shall construct the Facility using only such equipment manufactured by the vendors, subcontractors and equipment suppliers listed on Exhibit 23. 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. Buyer shall have thirty (30) days after the later of receipt of (a) Supplier's notice of proposed material modifications to the project execution plan, including the

proposed modifications to the project execution plan, and (b) such other reasonable information and/or documentation as Buyer may reasonable request in connection with the exercise of its consent right in which to notify Supplier of its objection to the project execution plan including the reason for such objection, or the material modifications shall be deemed approved.

25.13 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.

25.14 OFAC Sanctions Lists.

25.14.1 Neither Supplier, any Affiliate of Supplier, nor any officer, director, employee, agent, lobbyist or representative of Supplier or any Affiliate of Supplier is on any sanction list maintained and published by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), including the Specially Designated Nationals and Blocked Persons List and Consolidated Sanctions List maintained and published by OFAC and available at <https://www.treasury.gov/resource-center/sanctions/Pages/default.aspx> (collectively, the "OFAC Sanctions Lists").

25.14.2 Supplier shall not, either directly or indirectly, involve or engage in any manner any person or entity that is on any of the OFAC Sanctions Lists in the performance of this Agreement, whether as an officer, director, employee, agent, lobbyist, representative, contractor, subcontractor, vendor, consultant, supplier, materialman or any other role or relationship of any kind. Supplier shall remain up-to-date with recent actions and updates by OFAC and shall immediately notify Buyer at any time it learns that a representation or warranty made in Section 25.15.1 is no longer accurate or that it is in breach of its covenants in this Section 25.15.2. Supplier will fully comply and cooperate with Buyer in any inquiry, request or investigation initiated by OFAC arising from or related to Supplier's performance under this Agreement. For the avoidance of doubt, Supplier shall not be in breach of this Section 25.15 if any such person or entity that Supplier involves or engages in the performance of this Agreement is subsequently placed on the OFAC Sanctions List so long as Supplier takes all actions required by applicable Law promptly upon learning that such person or entity has been placed on the OFAC Sanctions List.

25.15 State- or Government-Owned Enterprises or Companies. Neither Supplier nor any Affiliate of Supplier shall have fifty percent (50%) or more equity ownership by an entity owned or controlled by the countries of Afghanistan, Angola, Yemen, Sudan, Syria, Uganda, Crimea Region of Ukraine, Russia, Iran, Chad, China, Congo, Venezuela, Somalia, Iraq, Libya or North Korea or any other country that Buyer may identify by written notice to Supplier from time to time based on reasonable concerns of doing business, directly or indirectly, with an entity whose equity is owned fifty percent (50%) or more by an entity owned or controlled by such other country (the "Prohibited Countries"). Supplier shall immediately

notify Buyer at any time it learns that it is in breach of its covenants in this Section 25.16. For the avoidance of doubt, Supplier shall not be in breach of this Section 25.16 if Buyer subsequently identifies a country as a Prohibited Country and at that time Supplier or an Affiliate of Supplier shall have (50%) or more equity ownership by an entity owned or controlled by such country so long as Supplier takes all actions, if any, required by applicable Law promptly upon learning of the same.

- 25.16 Prohibited Vendors. Supplier shall not use in the procurement and construction of the Facility, directly or indirectly, through contractors, subcontractors, vendors, consultants, suppliers, materialman or any other person or entity with a role or relationship of any kind with the procurement or construction of the Facility, the services, products, component pieces or sub-assemblies: (a) of any entity with fifty percent (50%) or more equity ownership by an entity owned or to the reasonable knowledge of Supplier controlled by a Prohibited Country; (b) of any person or entity identified by Buyer or U.S. Government Authorities as a security threat; (c) of any person or entity subject to sanctions by the U.S. government; or (d) produced by slavery, servitude, child labor, or forced or compulsory labor as defined by U.S. federal Requirements of Law, including the Uyghur Forced Labor Prevention Act (collectively, the “Prohibited Vendors”). Supplier shall be responsible to be familiar with the Prohibited Vendors, including additional Prohibited Vendors that the U.S. government and/or Governmental Authorities may identify from time to time. Supplier shall immediately notify Buyer at any time it learns that it is in breach of its covenants in this Section 25.17. For the avoidance of doubt, Supplier shall not be in breach of this Section 25.17 if Supplier contracts for services, products, component pieces or sub-assemblies from Prohibited Vendors prior to such person or entity being designated a Prohibited Vendor so long as Supplier takes all actions, if any, required by applicable Law promptly upon learning that such person or entity has been designated a Prohibited Vendor.
- 25.17 Supply Chain Audit. If requested by Buyer in writing within thirty (30) days of satisfying the Project Milestones in Section G of Exhibit 6, then Supplier shall undergo and deliver a Supply Chain Audit, conducted by a third-party consulting firm of national repute selected by Buyer and identified in its written request. Supplier shall use commercially reasonable efforts to complete such Supply Chain Audit and cause the findings of the same to be delivered to Buyer within sixty (60) days of Buyer’s written request. The findings of the Supply Chain Audit shall assess the compliance of Supplier with the requirements of Section 25.17 and shall otherwise be in form and substance reasonably acceptable to Buyer. Such Supply Chain Audit shall be at the sole cost and expense of Buyer; provided, that if such Supply Chain Audit demonstrates that Supplier is not in compliance with the requirements of Section 25.17, then Supplier shall be responsible for the full cost and expense of such Supply Chain Audit.
- 25.18 Cybersecurity. Supplier shall comply in all respects with the requirements in Exhibit 27.

25.19 Continuing Nature of Representations and Warranties; Notice. The representations and warranties set forth in this Article 25 are made as of the Effective Date and shall be deemed repeated as of the Commercial Operation Date and during the Term. If at any time during the Term, Supplier obtains actual knowledge of any fact, circumstance, event or information that would have caused or cause any of the representations and warranties in this Article 25 to be materially untrue or misleading at the time given or deemed given or at any time thereafter for so long as this Agreement is in force and effect, then Supplier shall provide Buyer with written notice of the fact, circumstance, event or information, the representations and warranties affected, and the action, if any, which Supplier intends to take to make the representations and warranties true and correct. The notice required pursuant to this Section 25.20 shall be given as soon as practicable after Supplier obtains actual knowledge of any such fact, circumstance, event or information.

26. REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Supplier as set forth in Sections 26.1 through 26.3 as follows:

- 26.1 Organization; Qualification. Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the State of Nevada and has all requisite corporate power and authority to own, lease, and operate its properties and to carry on its business as is now being conducted. Buyer is duly qualified or licensed to do business and is in good standing in each jurisdiction in which the property owned, leased or operated by it or the nature of the business conducted by it makes such qualification necessary, except where the failure to be so duly qualified or licensed and in good standing would not reasonably be expected to have a Material Adverse Effect on Buyer.
- 26.2 Authority. Buyer has full corporate authority to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated herein and has taken all corporate actions necessary to authorize the execution, delivery and performance of its obligations under this Agreement. No other proceedings or approvals on the part of Buyer are necessary to authorize this Agreement. This Agreement constitutes a legal, valid and binding obligation of Buyer enforceable in accordance with its terms except as the enforcement thereof may be limited by (a) applicable bankruptcy, insolvency or similar Laws affecting the enforcement of creditors' rights generally and (b) general principles of equity, whether considered in a proceeding in equity or at law.
- 26.3 Governmental Approvals; No Violation. Other than obtaining Buyer's Required Regulatory Approvals as set out in Exhibit 9, the execution, delivery and performance of its obligations under this Agreement by Buyer shall not: (a) conflict with or result in any breach of any provision of the articles of organization (or other similar governing documents) of Buyer; (b) require any Governmental Approval, except: (i) where the failure to obtain such Governmental Approval would not reasonably be expected to have a Material Adverse Effect on Buyer; or (ii) for Governmental Approvals which become applicable to Buyer as a result of specific

regulatory status of Buyer or as a result of any other facts that specifically relate to the business or activities in which Buyer is or proposes to be engaged, which Governmental Approvals have been obtained or made by Buyer; or (c) result in a default (or give rise to any right of termination, cancellation or acceleration) under any of the terms, conditions or provisions of any note, bond, mortgage, indenture, agreement, lease or other instrument or obligation to which Buyer or any of its subsidiaries is a party or by which any of their respective assets may be bound, except for such defaults (or rights of termination, cancellation or acceleration) as to which requisite waivers or consents have been obtained.

- 26.4 Continuing Nature of Representations and Warranties; Notice. The representations and warranties set forth in this Article 26 are made as of the Effective Date and shall be deemed repeated during the Term. If at any time during the Term, Buyer obtains actual knowledge of any fact, circumstance, event or information that would have caused or cause any of the representations and warranties in this Article 26 to be materially untrue or misleading at the time given or at any time thereafter for so long as this Agreement is in force and effect, Buyer shall provide Supplier with prompt written notice of the fact, circumstance, event or information, the representations and warranties affected, and the action, if any, which Buyer intends to take to make the representations and warranties true and correct.

27. INSURANCE

- 27.1 General Requirements. From and after the Effective Date, Supplier shall maintain at all times, at its own expense, general/commercial liability, worker's compensation, and other forms of insurance relating to its property, operations and facilities in the manner and amounts set forth in this Article 27. Supplier shall maintain coverage on all policies written on a "claims made" or "occurrence" basis. If any policy is maintained on a "claims made" form and is converted to an "occurrence form," the new policy shall be endorsed to provide coverage back to a retroactive date acceptable to Buyer.
- 27.2 Qualified Insurers. Every contract of insurance providing the coverage required herein shall be with an insurer or eligible surplus lines insurer qualified to do business in the State of Nevada and with the equivalent, on a continuous basis, of an "A.M. Best Company Rating" of "A" or better and shall include provisions or endorsements:
- 27.2.1 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/umbrella 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 neither Party shall issue any such public announcement, public statement or other public disclosure without having first received the written consent of the other Party, except as may be required by Law. Notwithstanding the foregoing, Supplier acknowledges and agrees that Buyer may advertise, issue brochures or make other announcements, publications or releases regarding this Agreement and the Facility for educational, promotional or informational purposes, so long as such advertisements, brochures and announcements do not include pricing or other proprietary or confidential information. Supplier may disclose this Agreement and information regarding the Facility to its Affiliates and to its and its Affiliates' members, officers, directors, employees, suppliers, contractors, attorneys, agents representatives current or potential lenders and investors in connection with the execution, delivery and performance of its obligations under

this Agreement. Supplier shall reasonably cooperate with Buyer regarding such activities, including providing Buyer with reasonable access to the Facility and authorizing the use of pictures of the Facility for such activities, upon reasonable prior notice, during regular business hours, and subject to Buyer's compliance with Suppliers safety requirements regarding the Project Site. It shall not be deemed a violation of this Section 28.2 to file this Agreement with the PUCN or FERC or any other Governmental Authority in connection with Buyer's Required Regulatory Approvals, Supplier's Required Regulatory Approvals or otherwise.

29. MISCELLANEOUS

29.1 Notices.

29.1.1 All notices, requests, demands, submittals, waivers and other communications required or permitted to be given under this Agreement (each, a "Notice") shall, unless expressly specified otherwise, be in writing and shall be addressed, except as otherwise stated herein, to the Parties' Contract Representatives as set forth in Exhibit 4, as the same may be modified from time to time by Notice from the respective Party to the other Party.

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

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

29.1.4 Any payments required to be made to a Party under this Agreement shall be made pursuant to the payment instructions in Exhibit 4, as such payment

instructions may be amended by such Party from time to time by Notice to the other Party.

- 29.2 Merger. This Agreement contains the entire agreement and understanding between the Parties with respect to all of the subject matter contained herein, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject matter contained herein whether written or oral.
- 29.3 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.
- 29.4 Rules of Construction; Interpretation. Unless otherwise required by the context in which any term appears: (a) the singular includes the plural and vice versa; (b) references to “Articles,” “Sections,” “Schedules,” or “Exhibits” are to articles, sections, schedules, or exhibits hereof; (c) all references to a particular Person include a reference to such Person’s permitted successors and assigns; (d) “herein,” “hereof” and “hereunder” refer to this Agreement as a whole; (e) all accounting terms not specifically defined herein shall be construed in accordance with generally accepted accounting principles, consistently applied; (f) the masculine includes the feminine and neuter and vice versa; (g) “including” (and the correlative terms “include”, “includes” and “included”) means “including, without limitation” or “including, but not limited to”; (h) all references to a particular Law means that Law as amended, supplemented or otherwise modified from time to time; (i) all references to energy or capacity are to be interpreted as utilizing alternating current, unless expressly stated otherwise; and (j) the word “or” is not necessarily exclusive. Reference to “days”, “months”, “quarters” and “years” shall be to calendar days, months, quarters and years, unless expressly stated otherwise herein. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of authorship of any of the provisions of this Agreement. Any reference to any Law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.
- 29.5 Headings and Titles. The headings and section titles in this Agreement are for convenience of the Parties only and shall not be used to construe this Agreement.
- 29.6 Discontinued or Modified Index. If any index publisher discontinues publishing or substantially modifies any index utilized herein, then the index used herein will be modified to the most appropriate available index, with appropriate adjustments to take into account any changes in the location of measurement.
- 29.7 Severability. If any term, provision or condition of this Agreement is held to be invalid, void or unenforceable by a Governmental Authority and such holding is subject to no further appeal or judicial review, then such invalid, void, or unenforceable term, provision or condition shall be deemed severed from this Agreement and all remaining terms, provisions and conditions of this Agreement shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void or unenforceable terms, provisions or conditions with

valid and enforceable provisions which achieve the purpose intended by the Parties to the greatest extent permitted by Law.

- 29.8 Waivers; Remedies Cumulative. No failure or delay on the part of a Party in exercising any of its rights under this Agreement or in insisting upon strict performance of provisions of this Agreement, no partial exercise by either Party of any of its rights under this Agreement, and no course of dealing, usage of trade or course of performance between the Parties shall constitute a waiver of the rights of either Party under this Agreement. Any waiver shall be effective only by a written instrument signed by the Party granting such waiver, and such shall not operate as a waiver of, or estoppel with respect to, any subsequent failure to comply therewith. The remedies provided in this Agreement are cumulative and not exclusive of any remedies provided by Law or in equity. Notwithstanding the foregoing or any other provision hereof, for breach of any provision hereof for which an express remedy or measure of damages is provided, 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 otherwise.. Notwithstanding the above, nothing in this section shall prohibit Buyer from exercising Buyer's right to exercise specific performance under Section 29.15.
- 29.9 Amendments. Amendments or modifications to this Agreement must be in writing and executed by an authorized representative of each Party. Buyer may determine that submitting an amendment or modification to this Agreement to the PUCN and FERC, as applicable, for filing, acceptance or approval shall be a condition precedent to the effectiveness of any such amendment.
- 29.10 Time is of the Essence. Time is of the essence to this Agreement and in the performance of all of the covenants, agreements, obligations and conditions hereof.
- 29.11 Choice of Law. This Agreement and the rights and obligations of the Parties hereunder shall be construed and governed by the Laws of the State of Nevada, except for such Laws that would require the application of the Laws of another jurisdiction.
- 29.12 Further Assurances. The Parties agree to execute and deliver promptly, at the expense of the Party requesting such action, any and all other and further instruments, documents and information which a Party may request and which are reasonably necessary or appropriate to give full force and effect to the terms and intent of this Agreement. The Parties acknowledge that certain Exhibits referenced in Exhibit 6 are unable to be completed until after the Effective Date and the Parties will use good faith to update and finalize these Exhibits consistent with the time frames set forth in Exhibit 6, as Exhibit 6 may be updated from time to time in accordance with the terms of this Agreement. Without limiting the foregoing, whenever revised or updated exhibits are delivered or generated hereunder for attachment to this Agreement, the Parties will memorialize the same in a reasonable written instrument, to be executed and delivered by both Parties.

- 29.13 Forward Contract. The Parties acknowledge and agree that this Agreement and the transactions contemplated hereunder constitute a “forward contract” within the meaning of the United States Bankruptcy Code.
- 29.14 No Third-Party Beneficiaries. Nothing in this Agreement nor any action taken hereunder shall be construed to create any duty, liability or standard of care to any third party, no third party shall have any rights or interest, direct or indirect, in this Agreement or the services to be provided hereunder, and this Agreement is intended solely for the benefit of the Parties, and the Parties expressly disclaim any intent to create any rights in any third party as a third-party beneficiary to this Agreement or the services to be provided hereunder.
- 29.15 Specific Performance. Subject to applicable rules of law and equity, Buyer shall be entitled to seek and obtain a decree compelling specific performance or granting injunctive relief with respect to, and shall be entitled, to enjoin any actual or threatened breach of any material obligation of Supplier hereunder. The Parties agree that specific performance (including temporary and preliminary relief) and injunctive relief are proper in the event of any actual or threatened breach of any material obligation of Supplier hereunder. Supplier shall at all times during the Term, own, lease, control, hold in its own name or be signatory to (as the case may be) all assets relating to the Facility to the extent necessary to prevent a material adverse effect on Buyer’s right to specific performance or injunctive relief.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]


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

BUYER:

SUPPLIER:

NEVADA POWER COMPANY

LIBRA SOLAR LLC

By:  _____
DocuSigned by:
5DB5F1C67B574CE...
Name: Jimmy Daghlian
Title: VP, Renewables

By: _____
Name:
Title:

By: _____
Name:
Title:

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

BUYER:

SUPPLIER:

NEVADA POWER COMPANY

LIBRA SOLAR LLC

By: _____

Name:

Title:

By:  _____

Name:

Title:

RICARDO LOPEZ
Authorized Manager

By:  _____

Name:

Title:

Mark Boyadjian
Authorized Manager

DESCRIPTION OF FACILITY

1. Name of Generating Facility: Libra Solar
 - (a) Location: Mineral County, Nevada
 - (b) Delivery Point: Fort Churchill Substation

2. Supplier: Libra Solar
3. Parent: Arevia Power
4. Operator: TBD
5. Equipment:
 - (a) Type of Generating Facility: PV Solar
 - (b) Installed Nameplate Capacity:
 - (i) Total capacity: 750 MVA
 - (ii) Expected Nameplate Capacity Rating: 700 MW AC @ +/- 0.95, subject to the provisions of Section 3.4.5
 - (iii) Total gross output capacity: 746 MW
 - (iv) Total capacity net of Station Usage: 736 MW
 - (c) Additional Technology Specific Information, if any:

6. Expected Storage Facility Nameplate Capacity Rating:
 - (a) For Contract Years 1 – 20: 700 MW AC @ +/- 0.95 leading lagging
 - (b) For Contract Years 21 – 25: 500 MW AC @ +/- 0.95 leading lagging

7. Operating Characteristics of Generating Facility:
 - (a) VAR, leading: 230000000 (230 MVAR)
 - (b) VAR, lagging (-): -230000000 (-230 MVAR)
 - (c) Controlled Ramp Rate (MW/minute): 100
 - (d) Minimum Operating Capacity (MW): 70
 - (e) Power Factor: +/- 0.95, subject to the provisions of Section 3.4.5

8. Type of Storage Facility: AC coupled, Lithium Ion Battery Energy Storage System

9. Operating Characteristics of Storage Facility:
 - a. Charge Capacity at the Storage Facility Metering Point: 736 MW
 - b. Discharge capacity at the Delivery Point: 700 MW
 - c. Discharge capacity at the Delivery Point for a four hour duration is 700 MW throughout the life of the contract (20 years)
 - d. Annual Full Equivalent Cycle Limit: 365

DESCRIPTION OF FACILITY

- e. Daily Full Equivalent Cycle Limit: 2, not to exceed Annual Full Equivalent Cycle Limit in part d.
- f. Annual Average State of Charge limit: 45%
- g. The Operating Procedures included in Exhibit 24 of this agreement further define the operating characteristics and limitations of the Storage Facility over the term of supply.
- h. Storage Facility Ramp Rate: 70 MW/min

EXHIBIT 2A

PRODUCT RATES

PRODUCT RATE

The Product Rate shall be \$34.97 per MWh (the “Product Rate”).

STORAGE RATE

The Storage Rate shall be equal to (a) for the first (1st) through twentieth (20th) Contract Years, the product of (i) \$13,350 per MW-month and (ii) the applicable Storage Contract Capacity (the “Storage Rate”), and (b) for the twenty-first (21st) Contract Year through the remainder of the Term, zero Dollars (\$0.00) per MW-month. Notwithstanding any provision to the contrary contained in this Agreement, Supplier acknowledges and agrees that Buyer shall be entitled to all Storage Product produced during the twenty-first (21st) Contract Year through the remainder of the Term notwithstanding that the Storage Rate shall be zero Dollars (\$0.00) per MW-month during such period and that Supplier shall not be entitled to any other payment from Buyer for such Storage Product, including Storage Product associated with Discharging Energy, produced during such period.

PTC RATE

The “PTC Rate” means the rate used to calculate the PTCs for the Generating Facility that Supplier anticipates reflecting on the IRS Form 8835 (or any successor form thereto) to be filed by Supplier as part of its timely filed federal income tax return for the applicable taxable year (expressed in \$/MWh), assuming (i) a base credit amount determined pursuant to Section 45(a)(1), Section 45(b)(6)(A), or Section 45Y(a) (applying either the applicable amount in Section 45Y(a)(2)(A) or Section 45Y(a)(2)(B)) of the Code, as applicable, in each case as in effect as of the Effective Date, and (ii) the inflation adjustment factor and reference price for solar used to determine the PTC as set forth in the most recently published IRS notice of such items, and (if applicable) any subsequent updates or corrections, and (iii) any applicable increases or decreases to the credit amount pursuant to Section 45(b)(3), Section 45(b)(9), Section 45(b)(11), Section 45Y(g)(7), Section 45Y(g)(8), and Section 45Y(g)(11) of the Code. Following the PTC Period, or if Supplier does not claim the PTC with respect to the Generating Facility, the PTC Rate shall be zero (0). For purposes of this Exhibit 2A, the “After-Tax Basis” means, with respect to any payment received by Supplier the amount of such payment (the “Base Payment”) supplemented by a further payment (the “Additional Payment”) to Supplier so that the sum of the Base Payment plus the Additional Payment shall, after deduction of the amount of all taxes (including federal, state or local income taxes) required to be paid by Supplier in respect of the receipt or accrual of the Base Payment and the Additional Payment be equal on a dollar per MWh basis, to the PTC Rate. Such calculations shall be made on the assumption that Supplier is subject to federal income taxation and state and local taxes at the highest applicable statutory rate applicable to corporations for the relevant period or periods, with respect to such Base Payment and Additional Payment, and shall take into

EXHIBIT 2A

PRODUCT RATES

account the deductibility (for federal income tax purposes) of such state and local income taxes. At the time Supplier first delivers an invoice to Buyer for Economic Curtailed Product pursuant to Section 7.2, Supplier shall attest to Buyer in writing (the “Attestation”) the PTC Rate and the assumptions underlying the PTC Rate, including (A) whether taxpayer is claiming the PTC under Section 45 or Section 45Y of the Code, (B) whether the increased credit amount under Section 45(b)(6)(A) or the applicable amount described under Section 45Y(a)(2)(B) applies, and (C) whether any additional credit increases (such as the bonus for domestic content or location in an energy community) or decreases (such as the reduction for tax-exempt bonds) apply. The Attestation shall be signed by a representative of Supplier with knowledge of the matters set forth therein. Supplier shall provide Buyer with an updated Attestation if any of the underlying assumptions addressed in the Attestation change during the PTC Period. For purposes of this Exhibit 2A, the “PTC Period” shall have the meaning set forth in Section 45Y(b)(1)(B) of the Code.

EXHIBIT 2B

FORM OF MONTHLY ENERGY INVOICE

Supplier Letterhead

Facility: Libra Solar _____ **Date:** _____

Facility ID: _____ **Billing Period:** _____

Invoice Number: _____

CURRENT MONTHLY BILLING DATA INPUT

Pricing **\$/MWh**
 Product Rate _____
 Provisional Rate _____
 Test Energy Rate _____
 PTC Rate _____

Monthly Supply Amount (kWh) **On-Peak**
 Supply Amount _____

Excused Product
 Planned Outages _____
 Force Majeure _____
 Emergencies _____
 Curtailed Product _____
 Economic Curtailed Product _____
 Transmission Provider Instructions _____
Total Excused Product _____

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

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

Base Payment (if applicable) _____
Additional Payment (if applicable) _____

CURRENT MONTHLY INVOICE CALCULATION

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

PAYMENT DUE DATE NO LATER THAN: _____

REPLACEMENT COST CALCULATION – For Billing Period: September

Summer On-Peak

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

- Shortfall (Y/N)? _____

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

- Replacement Cost Calculation
- g. Average On-Peak Mead _____ \$/MWh
- h. Summer On-Peak Product Rate _____ \$/MWh
- i. Difference (max g – h or zero) _____ \$/MWh

- j. Replacement Cost (max of f * j or f * i) \$ _____

REPLACEMENT COST CALCULATION – For Billing Period: December

Non-Summer On-Peak

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

- o. Delivered Amount _____ kWh

- p. Shortfall (Y/N)? _____

- q. Shortfall Amount (max o – p or zero) _____ kWh

- Replacement Cost Calculation
- r. Average On-Peak Mead _____ \$/MWh
- s. Non-Summer On-Peak Product Rate _____ \$/MWh
- t. Difference (max s – t or zero) _____ \$/MWh

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

EXHIBIT 2B

FORM OF MONTHLY ENERGY INVOICE DETAIL

Date	Hour Ending	On-Peak/ Off-Peak	Supply Amount	Total Delivered Amount	Base Product Amount	Product Rate	Storage Rate	Base Product Cost	Excess Energy	Maximum Amount Energy	Excused Product	Reason for Excused
Total												
On-Peak												
Total												
Off-Peak												
Totals												

EXHIBIT 2C

FORM OF PC REPLACEMENT INVOICE

Buyer Letterhead

Facility: _____
Facility ID: _____

Date: _____
Contract Year(s): _____
Invoice Number: _____
Payment Due Date: _____

Contract Year Data

PCs

a. Yearly PC Amount	_____
b. Delivered PCs	_____
PCs associated with Excused Product	_____
c. Planned Outage	_____
d. Force Majeure	_____
e. Emergencies	_____
f. Curtailed Product	_____
g. Economic Curtailed Product	_____
h. Excused Product (c + d + e + f + g)	_____
i. PC Shortfall Amount (a – b – h)	=====

PC REPLACEMENT CALCULATION

j. PC Replacement Rate	\$ _____
k. PC REPLACEMENT COSTS (i * j)	\$ =====

EXHIBIT 3A

DESCRIPTION OF PROJECT SITE

Project Site

The following provides a legal description of the right-of-way for the solar facility project site.

Mount Diablo Meridian, Mineral County, Nevada

T. 12N., R. 27E.,

sec. 15 SW1/4, SW1/4SE1/4, SW1/4NW1/4;

sec. 16 S1/2, NE1/4;

sec. 17 S1/2;

sec. 20;

sec. 21;

sec. 22 S1/2, NW1/4, W1/2NE1/4;

sec. 23 SW1/4SW1/4;

sec. 25 SW1/4SW1/4;

sec. 26 S1/2, NW1/4, SW1/4NE1/4;

sec. 27 N1/2, N1/2SW1/4, N1/2SE1/4, SW1/4SW1/4, SE1/4SE1/4,
SE1/4SW1/4;

sec. 28;

sec. 29 E1/2, E1/2NW1/4, E1/2SW1/4;

sec. 32 NE1/4, N1/2SW1/4;

sec. 33 NW1/4, N1/2SW1/4, NW1/4SE1/4, SW1/4NE1/4, NE1/4NE1/4;

sec. 35 E1/2, E1/2NW1/4, NW1/4NW1/4;

sec. 36 W1/2.

Gen-Tie Line

Mount Diablo Meridian, Nevada

T. 12 N., 27 E.,

sec. 4, S1/2SW1/4, NW1/4SW1/4, SW1/4NW1/4;

sec. 5, lot 1, SE1/4NE1/4;

sec. 9, W1/2SE1/4, W1/2NE1/4, NE1/4NW1/4;

sec. 16, N1/2NE1/4, SE1/4NE1/4, NE1/4SE1/4;

T. 13 N., 27 E.,

secs. 6 thru 8, unsurveyed;

sec. 17, unsurveyed;

sec. 20, unsurveyed;

sec. 32, unsurveyed;

sec. 28, lots 2 thru 5;

sec. 29, lots 4, 5, 7, 9, and 15, NE1/4NE1/4, SW1/4SE1/4;

T. 14 N., 26 E.,

sec. 2, lot 4, S1/2NW1/4, SE1/2SW1/4;

sec. 11, W1/2SE1/4, W1/2NE1/4, NE1/4NW1/4;

sec. 14, lots 1 and 2, N1/2NE1/4, SE1/4NE1/4;

sec. 23, lot 1;

EXHIBIT 3A

DESCRIPTION OF PROJECT SITE

sec. 24, W1/2SW1/4, W1/2NW1/4;
sec. 25, N1/2NW1/4, W1/2SE1/4, SE1/4NW1/4, NE1/4SW1/4;
sec. 36, E1/2SE1/4, W1/2NE1/4, SE1/4NE1/4;
T. 15 N., 26 E.,
sec. 33, SE1/4NE1/4;
sec. 34, lots 1 thru 4;
sec. 35, lot 1, NW1/4SW1/4;

Project Site Primary Access Road

Mount Diablo Meridian, Nevada

T. 11 N., R. 26 E.,
sec. 1, lot 1, S1/2NE1/4, SW1/2SW1/4, W1/2SE1/4;
sec. 2, S1/2SW1/4, S1/2SE1/4;
sec. 3, E1/2SE1/4, S1/2NW1/4, NW1/4SE1/4, NE1/4SW1/4;
sec. 4, lots 24 and 27;
T. 11 N., R. 27 E.,
sec. 6, lots 2 thru 4;
T. 12 N., R. 25 E.,
sec. 25, NE1/4NE1/4;
T. 12 N., R. 26 E.,
sec. 29, N1/2SW1/4, SE1/4SW1/4, SW1/4NW1/4;
sec. 30, lots 1 and 2, S1/2NE1/4, SE1/4NW1/4;
sec. 32, NE1/4NE1/4, NE1/4NW1/4;
sec. 33, W1/2NW1/4, W1/2SE1/4, SE1/4NW1/4, NE1/4SW1/4;
T. 12 N., R. 27 E.,
sec. 26, SW1/4SW1/4;
sec. 27, S1/2SE1/4, NW1/4SE1/4, SE1/4SW1/4;
sec. 28, SE1/4SW1/4, SW1/4SE1/4;
sec. 31, SE1/4SE1/4;
sec. 32, S1/2SW1/4, N1/2SE1/4, NE1/4SW1/4;
sec. 33, NE1/4;
sec. 34, N1/2NW1/4.

EXHIBIT 3B

MAP DEPICTING PROJECT SITE

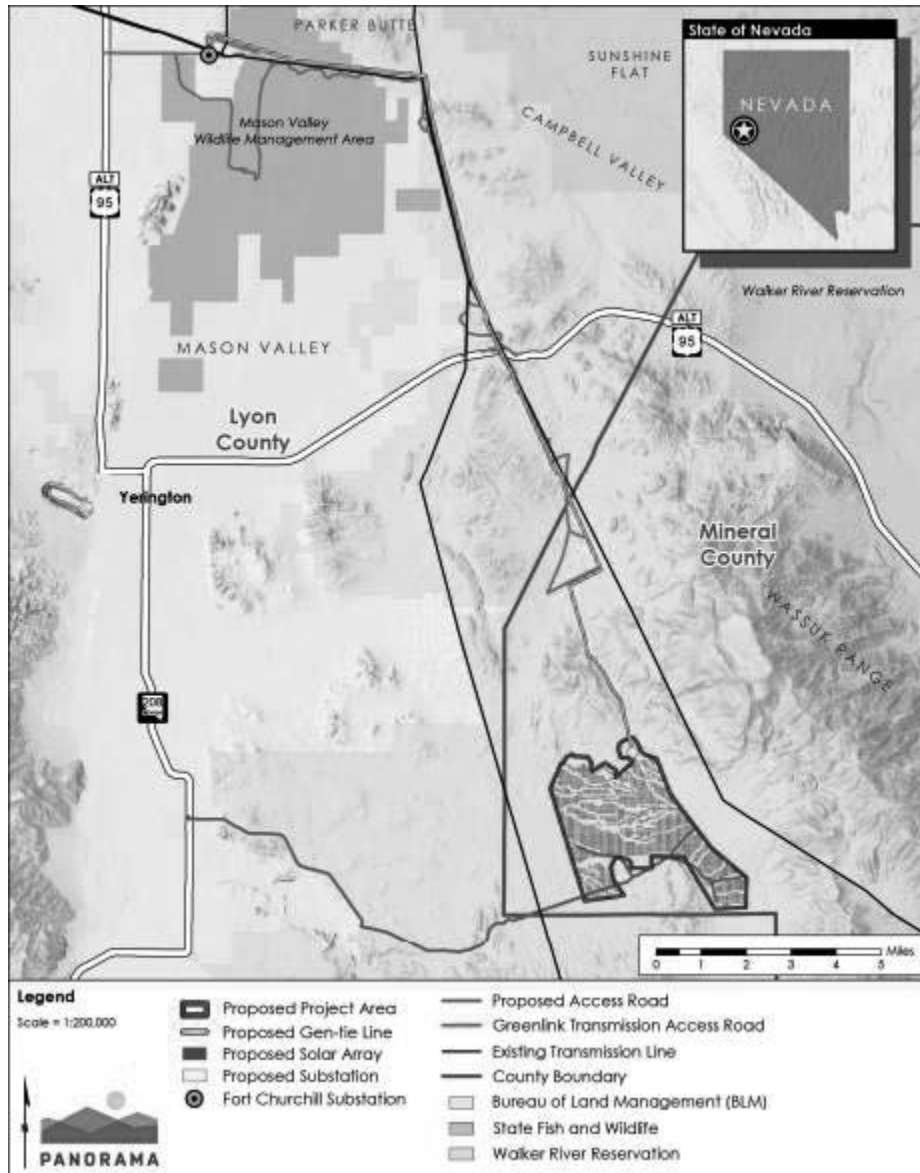


EXHIBIT 4

NOTICES, BILLING AND PAYMENT INSTRUCTIONS

SUPPLIER: Libra Solar

Contact	Mailing Address	Phone	E-mail
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CONTRACT REPRESENTATIVE:

Prior to Commercial Operation Date:

Roger Halbakken	900 S. Pavilion Center Drive, Suite 155, Las Vegas, NV 89144	(725) 400-6003	hal@areviapower.com
-----------------	-----------------------------------------------------------------	----------------	---------------------

From and after Commercial Operation Date:

Mark Boyadjian	900 S. Pavilion Center Drive, Suite 155, Las Vegas, NV 89144	(917) 653-8116	mark@areviapower.com
----------------	-----------------------------------------------------------------	----------------	----------------------

OPERATING REPRESENTATIVE:

Prior to Commercial Operation Date:

Roger Halbakken	900 S. Pavilion Center Drive, Suite 155, Las Vegas, NV 89144	(725) 400-6003	hal@areviapower.com
-----------------	-----------------------------------------------------------------	----------------	---------------------

From and after Commercial Operation Date:

Mark Boyadjian	900 S. Pavilion Center Drive, Suite 155, Las Vegas, NV 89144	(917) 653-8116	mark@areviapower.com
----------------	-----------------------------------------------------------------	----------------	----------------------

CHARGING AND DISCHARGING NOTICE COMMUNICATIONS:

[To be provided by Supplier]

OPERATING NOTIFICATIONS: [To be provided prior to start of construction]

Prescheduling

Real-Time

Monthly Checkout

INVOICES:

Accounting	500 N. Central Ave, Suite 600, Glendale, CA 91203	(818) 739-0751	accounting@areviapower.com
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PAYMENT INSTRUCTIONS [To be provided by Supplier]

BUYER: NV ENERGY

Contact	Phone	E-mail
----------------	--------------	---------------

CONTRACT REPRESENTATIVE:

Director, Contract Management & Spec Programs 7155 S. Lindell Road, MS B13RE Las Vegas, NV 89118	702/402-5747	ContractManagement@nvenergy.com
--------------------------------------------------------------------------------------------------------	--------------	---------------------------------

OPERATING REPRESENTATIVES

Scheduling

- Portfolio Analytics	702/402-1980	PortfolioAnalytics@nvenergy.com
- Generation Dispatch (Control Area Operations)	702/402-7111	sysopr@nvenergy.com
- Seven Day Ahead Schedules	N/A	nveopr@nvenergy.com
- Daily Availability Notice- (Spreadsheet)	702/402-1980	PortfolioAnalytics@nvenergy.com

Emergencies (including Force Majeure)

- Grid Reliability (NPC)	702/402-6671	TransmissionOperationsNVES@nvenergy.com
- Grid Reliability (SPPC)	775/834-4216	TransmissionOperationsNVEN@nvenergy.com
- Portfolio Analytics	702/402-1980	PortfolioAnalytics@nvenergy.com

Planned Outages-NPC

702/402-6602	escoc@nvenergy.com
--------------	------------------------------------------------------------

Planned Outages-SPPC

775/834-4716	escoc@nvenergy.com
--------------	------------------------------------------------------------

Metering-NPC

702/402-6163	EMOSouth@nvenergy.com
--------------	------------------------------------------------------------------

Metering-SPPC

775/834-7527	EMONorth@nvenergy.com
--------------	------------------------------------------------------------------

INVOICES

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

CC all invoices to:

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

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

CC all notices to:

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

EXHIBIT 5

ONE-LINE DIAGRAM OF FACILITY AND DELIVERY POINT

Below is the preliminary single-line diagram for the Facility, along with the single-line diagram from the IA. Supplier is working with an engineering staff to update the below single-line diagram to include all meters. The single-line diagram from the IA shows the Point Of Change Of Ownership (black star) as well as the Point Of Interconnection (red dot).

In accordance with Section 8.1, Supplier shall provide, not later than Supplier's completion of the Project Milestone in Section 2(B) of Exhibit 6 relating to obtaining Required Facility Documentation for construction of the Facility, an updated version of this Exhibit 5, including a one-line diagram of the Facility, which indicates the Delivery Point as the point at which the generation tie line connects to the switch, denoted as the Point of Change in Ownership and the ownership and the location of Meters, including the Storage Facility Metering Point.

EXHIBIT 5

ONE-LINE DIAGRAM OF FACILITY AND DELIVERY POINT

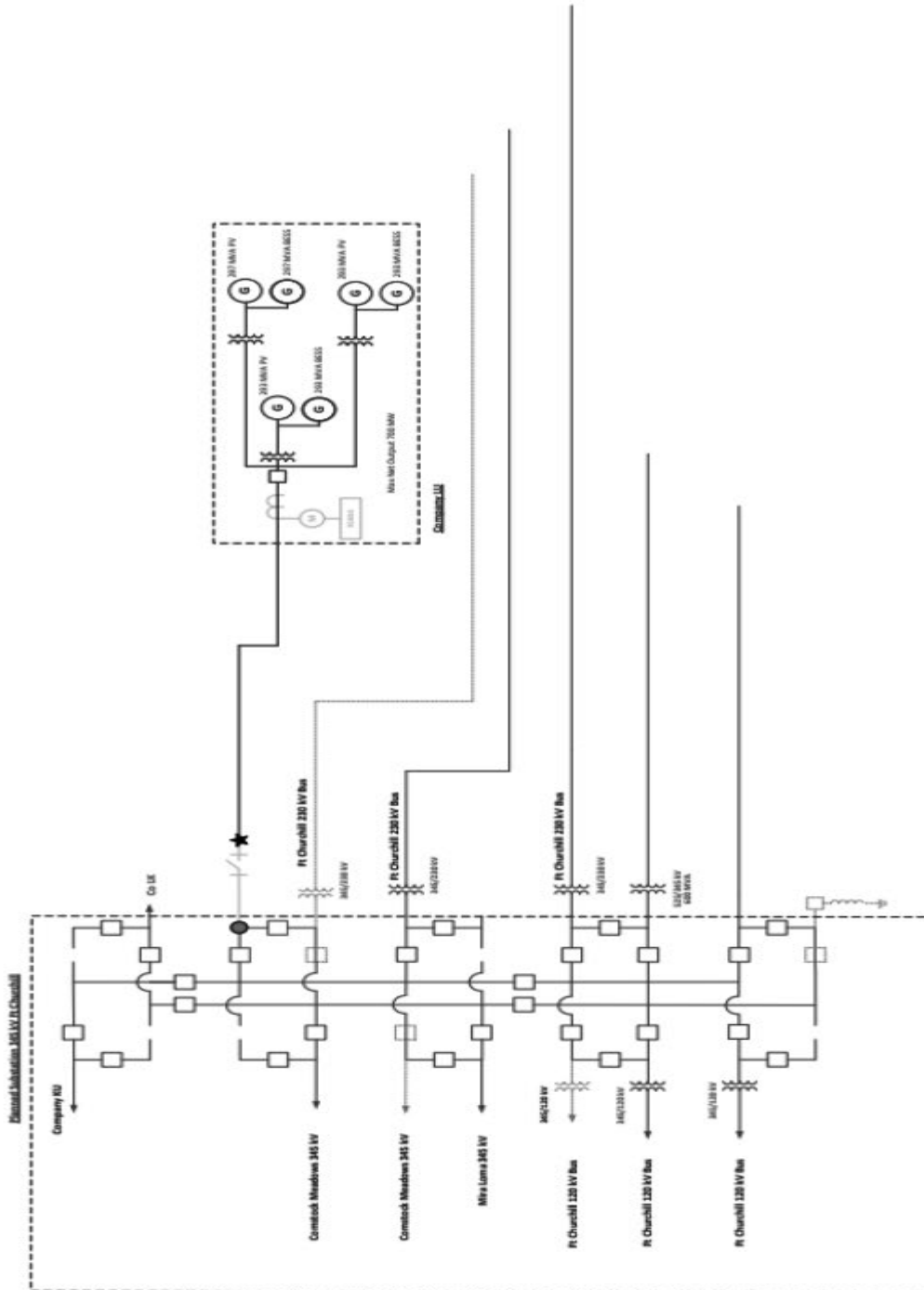
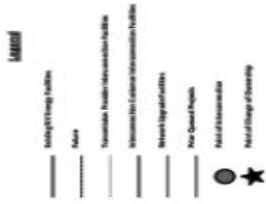


EXHIBIT 5

ONE-LINE DIAGRAM OF FACILITY AND DELIVERY POINT

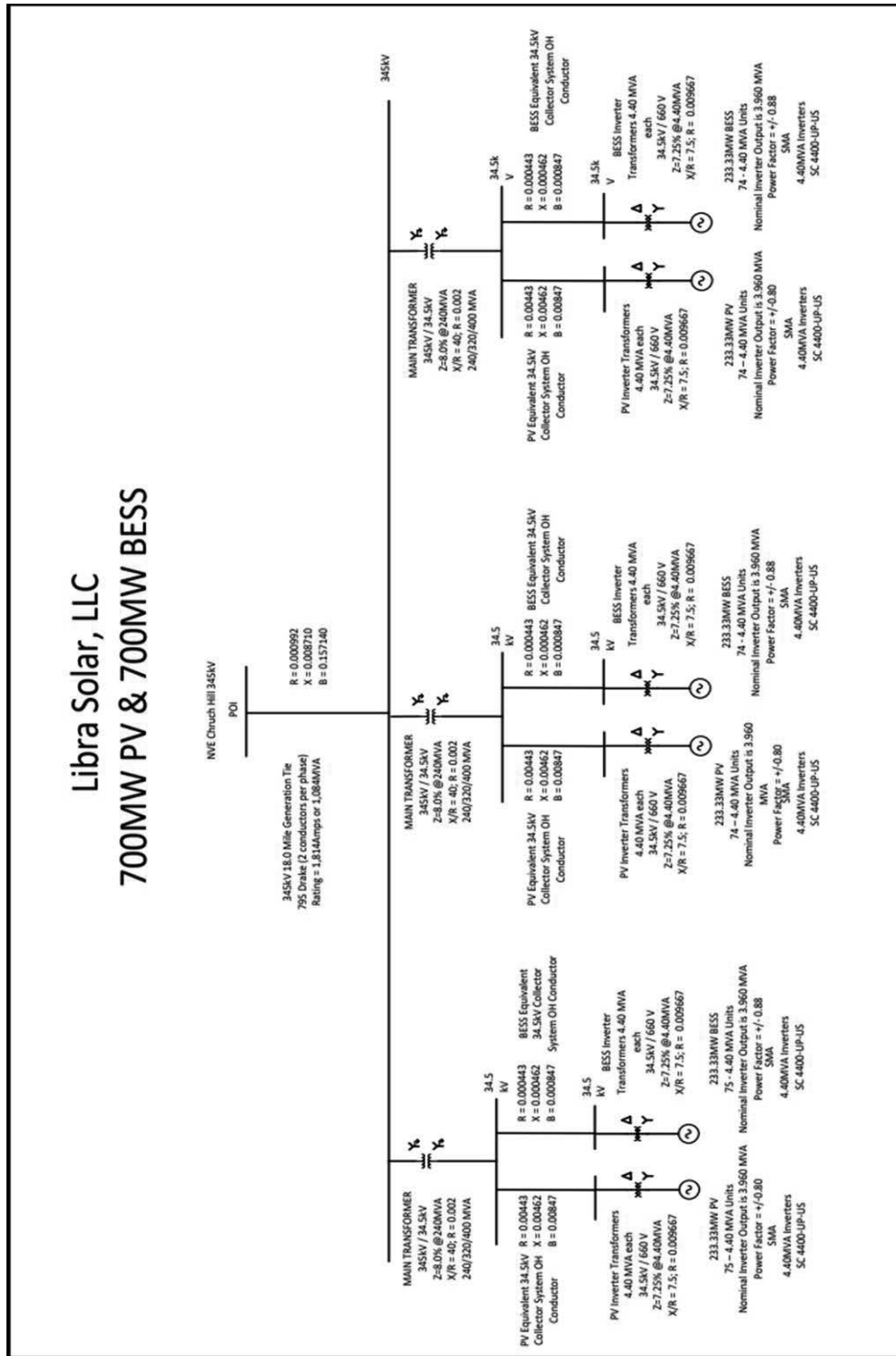


EXHIBIT 6

PROJECT MILESTONE SCHEDULE

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

- A) Project Milestone: Supplier shall apply for a Provisional Large Generator Interconnection Agreement (“PLGIA”) for the Facility.

Completion Date: Zero (0) months AA.

Documentation: Supplier shall provide Buyer with an officer’s certificate from an authorized representative of Supplier certifying that it has applied for the PLGIA and enclosing a true, correct and complete copy of the same.

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

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

Documentation: Supplier shall provide Buyer with an officer’s certificate from an authorized representative of Supplier certifying that the Required Facility Documents required to construct the Facility pursuant to Exhibit 12 and which are otherwise required in accordance with applicable Law and Good Utility Practice have been obtained and enclosing true, correct, and complete copies of the same, together with the metering system design for the Facility (submitted for Buyer’s approval in accordance with Section 7.1) and a completed version of Exhibits 5, 11 and 14.

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

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

Documentation: Supplier shall provide Buyer with an officer’s certificate from an authorized representative of Supplier certifying that the major equipment (including step-up and medium voltage transformers and solar panels, storage, trackers and inverters) has been delivered to the Project Site, and enclosing reasonable documentation of the same.

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

Completion Date: Subject to Section 25.8, the later of (i) thirty-two (32) months AA or (ii) November 30, 2027.

EXHIBIT 6

PROJECT MILESTONE SCHEDULE

Documentation: Supplier shall provide Buyer with an officer's certificate from an authorized representative of Supplier certifying that the Required Facility Documents to operate the Facility pursuant to Exhibit 12 and which are otherwise required in accordance with applicable Law and Good Utility Practice have been obtained and enclosing true, correct and complete copies of the same, together with reasonable documentation evidencing registration with PC Administrator.

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

Completion Date: October 1, 2027.

Documentation: Buyer's Meters shall record Energy being delivered from the Generating Facility to Buyer at the Delivery Point and to the Storage Facility at the Storage Facility Metering Point and Discharging Energy being delivered from the Storage Facility to Buyer at the Delivery Point, and Supplier provides Buyer with an officer's certificate from an authorized representative of Supplier certifying that the Facility satisfies the definition of Operation Date.

CRITICAL PROJECT MILESTONES

- A) Project Milestone: Supplier shall execute the Long-Lead Major Equipment Contracts for the Facility.

Completion Date: Zero (0) months AA.

Documentation: Supplier shall provide Buyer with an officer's certificate from an authorized representative of Supplier certifying that all Long-Lead Major Equipment Contracts have been executed and are in full force and effect. The officer's certificate shall include a listing of Major Equipment Contractors, contract execution dates, quantities and delivery schedules, sufficient to complete the Facility.

- B) Project Milestone: Supplier shall execute the Construction Contract and all Short-Lead Major Equipment Contracts for the Facility.

Completion Date: Four (4) months AA.

Documentation: Supplier shall provide Buyer with an officer's certificate from an authorized representative of Supplier certifying that the Construction Contract and all Short-Lead Major Equipment Contracts have been executed and are in full force and effect. The officer's certificate shall include a listing of Construction Contractors and Major Equipment Contractors, contract execution dates, quantities and delivery schedules, sufficient to complete the Facility.

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

Completion Date: Zero (0) months AA.

EXHIBIT 6

PROJECT MILESTONE SCHEDULE

Documentation: Supplier shall provide Buyer with an officer's certificate from an authorized representative of Supplier certifying that Supplier has obtained the site control documentation demonstrating ownership of, a leasehold interest in, or a right of way grant to develop a site for the purpose of constructing the Facility and enclosing true, correct and complete copies of the same. This shall include but not be limited to the Walker River Tribe, Bureau of Indian Affairs and Bureau of Land Management approvals.

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

Completion Date: Nine (9) months AA.

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

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

Completion Date: Twelve (12) months AA.

Documentation: Supplier shall provide Buyer with an officer's certificate from an authorized Representative of Supplier certifying that attached are true, correct and complete copies of (i) the executed Notice to Proceed acknowledged by the Construction Contractor and documentation from qualified professionals which indicates that physical work has begun at the Project Site regarding the construction of the Facility, and (ii) an ALTA Survey for the Project Site.

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

Completion Date: December 1, 2027. ("Commercial Operation Deadline").

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

EXHIBIT 7

PERFORMANCE TESTS

1. Performance tests required by the Construction Contract and the Major Equipment Contracts. Supplier shall provide evidence of satisfactory completion of all equipment testing contemplated or required under the Major Equipment Contracts.
2. Such other tests as may be required by Law or by Buyer to document resource supply, including the performance testing provided for in Exhibit 7A and specific tests such as storage capacity testing, self-discharge testing, auxiliary load testing, roundtrip efficiency testing and integrated facility testing unless they have already been tested as part of Construction Contract requirements.

EXHIBIT 7A

PERFORMANCE TESTING

Required Tests:

1. Full Nameplate Output Testing
2. Lagging Reactive Power Capability Testing
3. Leading Reactive Power Capability Testing
4. NERC Required Testing

EXHIBIT 7A

PERFORMANCE TESTING

PRE-TESTING REQUIREMENTS

Supplier shall provide Buyer (in coordination with the Transmission Provider) a test plan including but not limited to testing dates and Voltage, Real Power, and Reactive Power scheduling for approval thirty (30) days prior to the test start date. Subject to any applicable Transmission Provider Instructions or other requirements, Buyer (in coordination with the Transmission Provider) shall provide a response no later than ten (10) days after submission approving the plan or providing date modifications and Voltage, Real Power, and Reactive Power curtailments per Transmission System constraints. If necessary, Supplier shall provide an updated test plan for approval. Testing data for tests 1 through 3 must be certified by the Licensed Professional Engineer pursuant to Section 8.3.2.2 of the Agreement.

1 FULL NAMEPLATE OUTPUT TESTING

1.1 Supplier shall demonstrate full nameplate output capacity of the Generating Facility and Storage Facility individually at +0.95PF (leading) and -0.95PF (lagging) for one (1) hour for each test per table below.

Reactive Power Target (MVAR)	Reactive Power Response (MVAR)	Real Power Target (MW)	Real Power Response (MW)	Power Factor Target	Power Factor Response
		100%(Generating Facility)**		-0.95	
		100%(Generating Facility)**		+0.95	
		100%(Storage)**		-0.95	
		100%(Storage)**		+0.95	

***100% of expected power output based on the designed energy model. Individual tests shall be performed for both Generating Facility and Storage Facility.*

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

Notes/Test Conditions:

EXHIBIT 7A

PERFORMANCE TESTING

2 LAGGING REACTIVE POWER CAPABILITY TESTING

2.1 Supplier shall demonstrate the maximum lagging reactive power capability of the Facility for one hour for each test per the table below.

Reactive Power Target (MVAR)	Reactive Power Response (MVAR)	Real Power Target (MW)	Real Power Response (MW)	Power Factor Target	Power Factor Response
		0*		-0.90	
		0*		-0.95	
		100 %(Generating Facility)**		-0.90	
		100 %(Generating Facility)**		-0.95	
		100 %(Storage)**		-0.90	
		100 %(Storage)**		-0.95	

**The tests do not need to be performed at night; however, they need to simulate nighttime conditions. This means no DC input to the inverters from the Generating Facility and/or Storage Facility. Typically, inverter should not require DC voltage to manage VAR. Although the system voltage during the day will likely be lower, the reactive power test varying the voltage-hold point will show plant response.*

***100% of expected power output based on the designed energy model. Individual tests must be performed for both the Generating Facility and Storage Facility. However, for a DC-coupled Storage Facility, only the Generating Facility will be required for the 100% real power output test.*

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

Notes/Test Conditions:

EXHIBIT 7A

PERFORMANCE TESTING

3 LEADING REACTIVE POWER CAPABILITY TESTING

3.1 Supplier shall demonstrate the maximum leading reactive power capability of the Facility for one hour for each test per the table below.

Reactive Power Target (MVAR)	Reactive Power Response (MVAR)	Real Power Target (MW)	Real Power Response (MW)	Power Factor Target	Power Factor Response
		0*		+0.90	
		0*		+0.95	
		100%(Generating Facility)**		+0.90	
		100%(Generating Facility)**		+0.95	
		100%(Storage)**		+0.90	
		100%(Storage)**		+0.95	

** The tests do not need to be performed at night; however, they need to simulate nighttime conditions. This means no DC input to the inverters from the Generating Facility and the Storage Facility. Typically, inverter should not require DC voltage to manage VAR. Although the system voltage during the day will likely be lower, the reactive power test varying the voltage-hold point will show plant response.*

***100% of expected power output based on the designed energy model. Individual tests must be performed for both the Generating Facility and Storage Facility. However, for a DC-coupled Storage Facility, only the Generating Facility will be required for the 100% real power output test.*

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

Notes/Test Conditions:

4 NERC REQUIRED TESTING***

4.1 The facility owner shall be responsible for conducting testing as mandated

EXHIBIT 7A

PERFORMANCE TESTING

by the North American Reliability Corporation (“NERC”) in the most recent versions of standards MOD-025-2, MOD-026-1, MOD-027-1, and providing all necessary modeling data as required by MOD-032-1.

4.2 These tests must be performed under each relevant configuration of the facility:

- Solar Facility Only: For DC-coupled facilities, testing is required only for the solar facility during daylight conditions at 100% power output.
- Solar Facility and Storage Facility: For AC-coupled facilities, each facility must be individually modeled and tested at 100% of its power output.
- Storage Facility Only: If the facility is solely a storage facility, testing is required for the storage facility at 100% power output.

**** These tests are not part of Performance Tests that are required to be completed prior to Commercial Operation and will be excluded from the certifications required by Sections 8.3.2.1 and 8.3.2.2 of the Agreement. These tests will be completed and submitted for approval within ninety (90) days of Commercial Operation, notwithstanding that the NERC requirement allows for these tests to be completed up to one (1) year after Commercial Operation. After submission, Buyer has ten (10) Business Days to review and approve the testing results.*

Pass/Fail Criteria		
Plant successfully completed all testing mentioned above and all modeling data meets NV Energy’s requirements		
Passed	Failed	Date:
Test Performed by:		
Test Witnessed by:		

Notes/Test Conditions:

EXHIBIT 8

FORM OF AVAILABILITY NOTICE

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																								

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.¹

Date/Time of 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
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	

¹ NTD: Exhibit 8 to accommodate relevant information with respect to the Storage Facility

EXHIBIT 8

FORM OF AVAILABILITY NOTICE

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.
2. Other Buyer Required Regulatory Approvals as may be required.

EXHIBIT 10

SUPPLIER'S REQUIRED REGULATORY APPROVALS

1. Renewable Energy System certification.
2. 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.
3. 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.
4. Obtaining BLM ROW grant, including NEPA.
5. PUCN UEPA order and permit to construct, if needed.
6. Other Supplier Required Regulatory Approvals as may be required.

EXHIBIT 11

TECHNICAL SPECIFICATIONS

In accordance with Section 8.1, Supplier shall provide, not later than Supplier's completion of the Project Milestone in Section 2(B) of Exhibit 6 relating to obtaining Required Facility Documentation for construction of the Facility, a completed version of Exhibit 11.

EXHIBIT 12

REQUIRED FACILITY DOCUMENTS

1. California Energy Commission, Renewable Portfolio Standard Pre-Certification and Certification, if applicable.
2. Western Renewable Energy Generation Information System (WREGIS), registrations, if applicable.
3. U.S. Energy Information Administration, filing of Forms 860 and 923.
4. Federal Energy Regulatory Commission, certification of exempt wholesale generator (EWG) status or qualifying facility (QF) status, if required.
5. Conditionally Exempt Small Quantity Generator or Small Quantity Generator identification number, if required.
6. Federal Energy Regulatory Commission market based rate authorization, if required.
7. This Agreement.
8. Construction Contract.
9. Major Equipment Contracts.
10. Operating and maintenance agreement.
11. IA.
12. Nevada Renewable Energy System endorsement from the PUCN following activation of the unit in WREGIS (after COD).
13. Utilities' permission to operate.
14. Site control documentation demonstrating ownership of, a leasehold interest in, or a right of way grant to develop a site for the purpose of constructing the Facility.
15. Supplier to list all other Required Facility Documents.

SUPPLY AMOUNT

The Supply Amount(s) shall be the Energy amounts for each Delivery Hour that shall be delivered by Supplier to Buyer, pursuant to this Agreement, as specified by each value in the attached table below.²

Hour Ending		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
0100	Off-Peak	-	-	-	-	-	-	-	-	-	-	-	-
0200		-	-	-	-	-	-	-	-	-	-	-	-
0300		-	-	-	-	-	-	-	-	-	-	-	-
0400		-	-	-	-	-	-	-	-	-	-	-	-
0500		-	-	-	-	-	-	-	-	-	-	-	-
0600		-	-	-	16.5	122.2	202.2	114.7	27.7	0.3	-	-	-
0700	On Peak	-	0.1	36.7	266.6	472.9	583.1	539.6	388.4	205.7	46.0	1.3	-
0800		18.9	103.2	264.5	512.3	617.6	676.2	658.3	636.1	578.5	384.1	150.7	26.0
0900		220.3	385.1	424.9	586.7	652.0	689.6	684.4	668.5	659.5	574.9	379.4	247.7
1000		337.1	441.3	524.2	624.1	660.3	682.3	683.0	679.3	677.1	586.3	434.7	320.0
1100		377.2	464.3	560.7	636.3	664.9	695.0	685.7	674.1	666.5	548.2	429.3	335.5
1200		400.6	469.1	573.2	626.7	657.7	694.0	667.7	669.0	658.3	542.9	405.9	332.5
1300		374.7	447.2	594.2	617.5	634.0	687.8	636.5	644.2	641.2	542.2	405.3	327.6
1400		381.1	435.2	591.6	599.6	581.6	677.8	607.0	628.4	619.6	543.5	396.9	327.6
1500		384.1	410.5	576.8	586.1	530.8	626.6	563.7	606.1	595.6	516.0	400.8	333.7
1600		311.4	384.3	505.7	524.2	494.4	532.9	517.7	543.6	536.3	475.4	265.0	192.6
1700		58.6	202.2	384.5	455.3	467.2	463.3	465.0	490.3	400.6	168.0	27.5	10.3
1800		-	12.3	89.8	205.2	310.7	397.6	386.8	278.4	84.5	2.4	-	-
1900		-	-	-	9.4	65.6	119.5	119.9	31.3	-	-	-	-
2000		-	-	-	-	-	-	-	-	-	-	-	-
2100		-	-	-	-	-	-	-	-	-	-	-	-
2200		-	-	-	-	-	-	-	-	-	-	-	-
2300	Off-Peak	-	-	-	-	-	-	-	-	-	-	-	
2400		-	-	-	-	-	-	-	-	-	-	-	
Daily Supply Amount (MWh)			2,864	3,755	5,127	6,266	6,932	7,728	7,330	6,965	6,324	4,930	3,297
Daily On-Peak Supply Amount (MWh)			2,864	3,755	5,127	6,250	6,810	7,526	7,215	6,937	6,323	4,930	3,297
Monthly Supply Amount (MWh)			88,783	105,131	158,932	187,992	214,884	231,833	227,231	215,920	189,707	152,823	98,905
Annual Supply Amount (MWh)		1,948,197											
Maximum Amount (MW)		735											

² NTD: Table to be provided by Buyer in Excel format with hourly values rounded to a single, truncated decimal point. The Monthly Supply Amount and the Annual Supply Amount for February shown above represent a non-leap year.

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.

**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

RESERVED

FORM OF LETTER OF CREDIT

IRREVOCABLE STANDBY LETTER OF CREDIT

[Name of Issuing Bank]
[Address of Issuing Bank]
[City, State of Issuing Bank]

Letter Of Credit No. [_____]
Irrevocable Standby Letter Of Credit

Date of Issue: [_____] , 20__

Stated Expiration Date: [_____]

Applicant:
[Name and address]
[_____]
[_____]

Stated Amount: USD \$[_____]

Beneficiary:
[Name and address]
[_____]
[_____]

Credit Available With: [_____]

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.

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.

FORM OF LETTER OF CREDIT

This Letter of Credit shall expire on the earliest to occur of (1) our receipt of written confirmation from a Beneficiary authorizing us to cancel this Letter of Credit accompanied by the original of this Letter of Credit; (2) the close of business, New York time, on the date (the “Early Expiration Date”) specified in a notice of early expiration in the form of Annex 2 hereto sent by us to the Beneficiary and the Applicant by courier, mail delivery or delivery in person or facsimile transmission and stating that this Letter of Credit shall terminate on such date, which date shall be no less than thirty (30) days after the date of such notice, with the Beneficiary remaining authorized to draw on us prior to such Early Expiration Date in accordance with the terms hereof; or (3) the Stated Expiration Date. It is a condition of this letter of credit that it shall be deemed automatically extended without an amendment for periods of one (1) year each beginning on the present expiry date hereof and upon each anniversary of such date, unless at least thirty (30) days prior to any such expiry date we have sent you written notice (the “Notice of Non-Renewal”) by certified mail or overnight courier service that we elect not to permit this Letter of Credit to be so extended beyond, and will expire on its then current expiry date. No presentation made under this Letter of Credit after such expiry date will be honored. To the extent a Notice of Non-Renewal has been provided to the Beneficiary and Applicant in accordance herewith, the Beneficiary are authorized to draw on us up to, in the aggregate, the full Available Amount of this Letter of Credit, by presentation to us, in the manner and at the address specified in the third preceding paragraph, of a Drawing Request completed in the form of Annex 1 hereto and sent and purportedly signed by a Beneficiary’s authorized representative.

This Letter of Credit is effective immediately.

In the event that a Drawing Request fails to comply with the terms of this Letter of Credit, we shall provide the Beneficiary prompt notice of same stating the reasons therefor and shall upon receipt of a Beneficiary’s instructions, hold any nonconforming Drawing Request and other documents at your disposal or return any non-conforming Drawing Request and other documents to the Beneficiary at the addresses set forth above by delivery in person or facsimile transmission. Upon being notified that the drawing was not effected in compliance with this Letter of Credit, a Beneficiary may attempt to correct such non-complying Drawing Request in accordance with the terms of this Letter of Credit.

This Letter of Credit sets forth in full the terms of our undertaking and this undertaking shall not in any way be modified, amended, limited or amplified by reference to any document, instrument or agreement referred to herein, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement except for Drawing Requests and certificates. The foregoing notwithstanding, this Letter of Credit is subject to the rules of the “International Standby Practices 1998, International Chamber of Commerce, Publication No. 590” published by the Institute of International Banking Law and Practice (“ISP 98”) and, as to matters not governed by ISP 98, shall be governed by and construed in accordance with the Laws of the State of New York.

This Letter of Credit is transferable, only in its entirety and not in part, upon presentation to us, at our presentation office specified herein, of a signed transfer certificate in the form of Annex 3 accompanied by this original Letter of Credit and all amendments, if any, in which a Beneficiary irrevocably transfers to its successor or assign all of its rights hereunder, whereupon

FORM OF LETTER OF CREDIT

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

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:

FORM OF LETTER OF CREDIT

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

[Beneficiary]

By: _____

Name:

Title:

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]

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

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]

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]

YEARLY PC AMOUNT

Yearly PC Amount	1,798,716MWh
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FORM OF LENDERS CONSENT

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

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

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

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

WHEREAS, Buyer and Borrower have entered into that certain 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), cancel, terminate, or suspend its performance under the PPA, or consent to or accept any cancellation, termination or suspension thereof by Borrower, except as provided in the PPA and in accordance with subparagraph 1(C) hereof.

(C) NVE agrees to deliver duplicates or copies of all notices of default delivered by NVE under or pursuant to the PPA to Administrative Agent in accordance with the notice provisions of this Consent. NVE may deliver any such notices concurrently with delivery of the notice to Borrower under the PPA. Administrative Agent shall have: (a) the same period of time to cure the breach or default that Borrower is entitled to under the PPA 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, has a tangible net worth of at least thirty million dollars (\$30,000,000) or provides adequate assurance in an amount and form reasonably acceptable to

FORM OF LENDERS CONSENT

Buyer and has (or agrees to contract with an operator who has) at least three (3) years of experience operating a generating plant of similar technology and similar size to the Project).

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

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

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

SECTION 2. REPRESENTATIONS AND WARRANTIES

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

FORM OF LENDERS CONSENT

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

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

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

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

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

(F) neither NVE nor, to NVE's actual knowledge, any other party to the PPA, is in default of any of its obligations thereunder.

SECTION 3. NOTICES

All notices required or permitted hereunder shall be in writing and shall be effective (a) upon receipt if hand delivered, (b) upon telephonic verification of receipt if sent by facsimile and (c) if otherwise delivered, upon the earlier of receipt or three (3) Business Days after being sent registered or certified mail, return receipt requested, with proper postage affixed thereto, or by private courier or delivery service with charges prepaid, and addressed as specified below:

If to NVE:

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

FORM OF LENDERS CONSENT

If to Administrative Agent:

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

If to Borrower:

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

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

SECTION 4. CONFIRMATION, TERMINATION, AMENDMENT AND GOVERNING LAW

NVE agrees to confirm its continuing obligation hereunder in writing upon the reasonable request of (and at the expense of) Borrower, Administrative Agent, the Lenders or any of their respective successors, transferees or assigns. No termination, amendment, variation or waiver of any provisions of this Consent shall be effective unless in writing and executed by the parties hereto. This Consent shall be governed by the laws of the State of New York (without giving effect to the principles thereof relating to conflicts of law except Section 5-1401 and 5-1402 of the New York General Obligations Law).

SECTION 5. COUNTERPARTS

This Consent may be executed in one or more duplicate counterparts, and when executed and delivered by all the parties listed below, shall constitute a single binding agreement.

SECTION 6. SEVERABILITY

In case any provision of this Consent, or the obligations of any of the parties hereto, shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions, or the obligations of the other parties hereto, shall not in any way be affected or impaired thereby.

SECTION 7. ACKNOWLEDGMENTS BY BORROWER.

Borrower, by its execution hereof, acknowledges and agrees that notwithstanding any term to the contrary in the PPA, NVE may perform as set forth herein and that neither the execution of this Consent, the performance by NVE of any of the obligations of NVE hereunder, the exercise

FORM OF LENDERS CONSENT

of any of the rights of NVE hereunder, or the acceptance by NVE of performance of the PPA by any party other than Borrower shall (1) release Borrower from any obligation of Borrower under the PPA, (2) constitute a consent by NVE to, or impute knowledge to NVE of, any specific terms or conditions of the Financing Agreement, the Security Agreement or any of the other Financing Documents, or (3) constitute a waiver by NVE of any of its rights under the PPA. Borrower and Administrative Agent acknowledge hereby for the benefit of NVE that none of the Financing Agreement, the Security Agreement, the Financing Documents or any other documents executed in connection therewith alter, amend, modify or impair (or purport to alter, amend, modify or impair) any provisions of the PPA. Borrower shall have no rights against NVE on account of this Consent.

SECTION 8. JURY TRIAL WAIVER

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

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

Nevada Power Company

By: _____
Name: _____
Title: _____

_____,
a _____

By: _____
Name: _____
Title: _____

_____,
as Administrative Agent for the Lenders

[Borrower]

By: _____
Name: _____
Title: _____

EXHIBIT 20

RESERVED

EXHIBIT 21

WORK SITE AGREEMENT

WORK SITE AGREEMENT LIBRA SOLAR PROJECT

1. INITIAL PROVISIONS

- 1.1. This Work Site Agreement ("Agreement") is entered into by Libra Solar LLC (referred to as "Supplier" in the Power Purchase Agreement ("PPA") and referred to herein as "Owner"), IBEW Local Unions 1245, 401 hereinafter, ("IBEW") and the Laborer's Union Local 169 hereinafter ("Laborer's"), or ("the Unions").
- 1.2. The NV Energy Libra Solar (the "Project") will provide 700 MW as a **photovoltaic solar** renewable power plant located in Northern Nevada. This location is known as the "Project Site". The Project is owned by **Arevia Power LLC**. Owner and NV Energy are parties to that certain PPA, and this Agreement has been attached to the PPA as Exhibit 1. Owner will enter into a Contract with an EPC Contractor for the construction of the Project ("EPC Contractor"). It is understood and agreed that all Covered Work on this Project will be performed pursuant to, and will be subject to, this Work Site Agreement. It is understood and agreed by and between the Parties to this Agreement that the final plans for the Project may be subject to modifications and approval by those public agencies possessing lawful approval authority over the Project pursuant to the 2023 Open Resource Request for Proposals issued by NV Energy on or about January 13, 2023 and that this Agreement applies to the Project as it is finally approved by such entities and agencies. Once a final physical address is secured for this Project Site, they will be incorporated into this Agreement.
- 1.3. Owner is responsible for the completion of the Project, which will be constructed by Owner's EPC Contractor. It is understood and agreed that Owner's EPC Contractor shall be bound by this Work Site Agreement.
- 1.4. As provided below, all persons or entities assigning, awarding or subcontracting Covered Work (as defined in Article 2), or authorizing another party to assign, award or subcontract Covered Work, or performing Covered Work including, but not limited to, Owner's EPC Contractor and its subcontractors and vendors, (and all of whom are individually and collectively referred to as "Employer" or "Employers") will become subject to this Agreement by executing Attachment A (the "Agreement To Be Bound"). Notwithstanding the foregoing, Owner shall only be deemed an Employer for purposes of this agreement to the extent that Owner's employees perform Covered Work.
- 1.5. The Unions are labor organizations whose members are construction industry employees. The Unions are party to a multi-employer collective bargaining agreement ("Master Agreement") that covers the geographic area of the Project. Where the term Master Agreement is used, it means the existing Master Agreement in effect on the date hereof.
- 1.6. A large labor pool represented by the Unions will be required to execute the work

involved in the Project. Owner and Employers wish, and it is the purpose of this Agreement to ensure, that a sufficient supply of skilled craft workers are available at the Project, that all construction work and related work performed by the members of the Unions on this Project proceed continuously, without interruption, in a safe and efficient manner, economically with due consideration for the protection of labor standards, wages and working conditions. The parties also expressly recognize that the Project may be located in extreme weather conditions subject to high or low temperatures. Employers will provide a safe work site and comply with all state and federal requirements related to protection from heat. The Unions will not seek to restrict productivity based on these conditions. In furtherance of these purposes and to secure optimum productivity, harmonious relations between the parties and the orderly performance of the work, the parties to this Agreement agree to establish adequate and fair wage levels and working conditions.

- 1.7. A central purpose of the parties in executing this Agreement is to guarantee labor peace on the Project by minimizing the jobsite friction that could arise at a common-situs jobsite when union employees are required to work alongside non-union employees in those other crafts with which they generally work in close proximity performing work that is closely related and coordinated, and by ensuring there will be no disruption of the work should any non-union workers be present to perform work outside the scope of the Agreement. This Agreement accomplishes these objectives by requiring that all Covered Work be performed by workers who are members of the Unions. For work that falls outside the scope of this Agreement or that is excluded from Covered Work, the Primary Employer further protects itself from the potential effects of jobsite friction by prohibiting all strikes, picketing or other concerted activity for any reason whatsoever, including payment of liquidated damages for any violation of such prohibition.
- 1.8. In the interest of the future of the construction industry in the local area, of which the Unions are a vital part, and to maintain the most efficient and competitive posture possible, the Unions pledge to work and cooperate with Owner and the Employers to produce the most efficient utilization of labor and equipment in accordance with this Agreement. In particular, the Unions shall make all efforts to first source labor local to the Project Site and to minimize per diem expenses. In addition, the Unions shall not afford preferential status to other jobs in the jurisdiction; to the extent such preference will inhibit the availability of qualified workers for the Project.
- 1.9. The parties' obligations under this Agreement are subject to and only enforceable should the Owner obtain the PUCN Approval for the Project described in the PPA. If PUCN Approval for the Project is not obtained as outlined in the PPA, this Agreement will terminate and the parties will have no liability towards one another.

2. SCOPE OF AGREEMENT

- 2.1. All work to construct Project covered by this Agreement is referred to as "Covered Work." This Agreement also covers work done in temporary yards or facilities adjacent to or near the Project that is otherwise Covered Work described below. The

scope of Covered Work set forth in this Agreement for this Project shall not be considered precedential.

2.2. IBEW Inside Work Includes:

2.2.1. This Agreement covers the following on-site electrical construction work within the scope of the Union's Master Agreement: handling and installation of electrical and electronic equipment, installation and connection of any electrical wires and cables, connections to power conversion stations, electrical fixtures, electrical appliances, electrical apparatus, electrical raceways or trays, electrical conduits, electrical instrumentation and controls. All of the foregoing work within the scope of this Agreement is referred to as "Covered Work."

2.2.2. IBEW Inside Wire Covered Work also includes all work performed by electrical craft labor that is part of startup and commissioning, including, but not limited to, loop checks and rework and modifications during start-up and commissioning. The Primary Employer, manufacturer's representatives, vendor's representatives, and plant operating personnel may supervise and direct employees performing startup and commissioning, including loop checks and rework and modifications during start-up and commissioning. This related craft work is typically performed as part of a joint effort with these representatives and personnel. After a system or subsystem becomes operational and upon acceptance by the Primary Employer, Covered Work on that system or subsystem is completed. However, rework and modifications normally provided as a function of the initial construction effort, and other related initial construction work normally performed by members of the Unions, will be performed by members of the Unions. Nothing set forth in this Section 2.1.2 shall be construed as prohibiting or limiting permanent operating personnel, who are not members of the Unions, from operating systems prior to Covered Work being completed, or industry standard work performed by a manufacturer or vendor or its representatives to satisfy its guarantee or warranty prior to startup of a piece of equipment.

2.2.3. The handling following delivery to the Project Site and installation at the Project Site of any and all components of any electrical energy storage systems including but not limited to: battery Packs, racks, equipment and associated wiring, off loading of containerized or individual batteries, including but not limited to hoisting, handling, placement, installation, stacking, rack assembly, setting, welding, connections of all Megapacks, transformers, inverters including power cables, grounding and bonding, installation and testing of all monitoring and maintaining equipment, electrical safety components, electrically activated fire and smoke detection and protection devices, power and data cables, conduit below and above ground, AC and DC connections, start up and commissioning of all equipment, and clean up of electrical materials.

2.3. IBEW Outside Line Work includes all construction of transmission and distribution

lines, outside substations, switchyards, and sub-station or switchyard related ground grids. To the extent there is additional work needed by Employer on the Project that is outside of the above language, but covered within the scope of work for the IBEW Outside Line Construction Agreement, IBEW Local 401, 1245 and 169 and the Employer agree to meet and confer to determine if that work can be covered by IBEW Local 401, 1245 and 169.

- 2.4. Covered Work shall not include any work performed by federal, state, county, city or other governmental bodies and/or agencies or their contractors, or work performed by employees of NV Energy.
- 2.5. Purchase of any manufactured item produced in a genuine manufacturing facility for the supply of products is not Covered Work and shall not be considered subcontracting under Article 3 below. Any offsite fabrication, kitting, preparation or other assembly of components for the Project is Covered Work and shall be performed on site. For the convenience of the Employer, such work may be performed offsite if performed in accordance with the union standards for the applicable Union established by this Agreement. Covered Work does not include creating inverter skids, if they are created, built, or assembled in a genuine manufacturing facility.
- 2.6. The initial delivery of materials to the Project site, to a drop off location within the site, or to a temporary yard at/or area near the Project is not Covered Work. The loading, unloading and distributing of electrical materials within the site after the initial delivery are Covered Work.
- 2.7. This Agreement applies to employees performing Covered Work. It does not apply to supervisors not covered by a collective bargaining agreement, assistant supervisors, technical or non-manual employees including, but not limited to executives, office and clerical personnel, drafters, engineers, timekeepers, messengers, or any other employees above the classification of general foreman who perform administrative/clerical functions.
- 2.8. Notwithstanding anything to the contrary, Covered Work does not include operations or maintenance work. Further, Covered Work does not include:
 - 2.8.1. Any engineering, design or procurement for the Project;
 - 2.8.2. Any non-construction specialty services, such as technical representatives from equipment or design suppliers and project management personnel;
 - 2.8.3. Any installation of highly technical equipment, such as Supervisory Control and Data Acquisition ("SCADA") components and housing of SCADA systems, control devices, computers or servers, provided that all raceways and wire trays, and all electrical cabling and termination, including fiber optic cabling for such systems, is Covered Work and not subject to this exception;

- 2.8.4. All work of non-manual employees, including, but not limited to, superintendents, supervisors and assistant supervisors, staff engineers or designers, inspectors, quality control and quality assurance personnel, timekeepers, mail carriers, clerks, office workers, messengers, guards, security and safety personnel, emergency medical and first aid technicians, and other professional, engineering, administrative, supervisory, environmental compliance, executive and management employees or other employees not covered by the Master Agreement of one of the Unions;
- 2.8.5. Work done by a manufacturer or its representatives to satisfy its guarantee or warranty obligations after temporary certificate of occupancy or functioning turnover.

3. SUBCONTRACTING

- 3.1. Owner and each Employer agree that they will contract for the assignment, awarding or subcontracting of Covered Work, or authorize another party to assign, award or subcontract Covered Work, only to a person, firm, corporation or other entity that, at the time the contract is executed, has become a party to this Agreement by executing the Agreement To Be Bound.
- 3.2. Owner and each Employer agree that they will subcontract Covered Work only to a person, firm, or corporation who is or becomes signatory to this Work Site Agreement and who is or becomes signatory to the Union's Master Agreement. The subcontractor agrees to become a signatory of the Master Agreement under this provision only for the life of the current Master Agreement. Any Employer performing Covered Work on the Project shall, as a condition to working on the Project, become signatory to and perform all work under the terms of this Agreement and the Master Agreement. Before being authorized to perform any Covered Work, Employers (other than Primary Employer) shall become a party to this Agreement by signing an Agreement To Be Bound, which is provided as Attachment A to this Agreement. Every Employer shall notify the Unions in writing within three business days after it has subcontracted work, and shall at the same time provide to the Unions a copy of an Agreement To Be Bound executed by the Employer.
- 3.3. Nothing in this Agreement shall in any manner whatsoever limit the rights of Owner, or any other Employer, to subcontract work or to select its contractors or subcontractors, provided, however, that all Employers, at all tiers, performing Covered Work shall be required to comply with the provisions of this Agreement. Owner and every other Employer shall notify each of its contractors and subcontractors of the provisions of this Agreement and require as a condition precedent to the award of any construction contract or subcontract for Covered Work or allowing any subcontracted Covered Work to be performed, that all such contractors and subcontractors at all tiers become signatory to this Agreement and the Master Agreement. If any Employer fails to provide the Union with the Agreement To Be Bound executed by its subcontractor, that Employer shall be liable for any contributions to any trust funds that the subcontractor, or any subcontractor to that

subcontractor, fails to make.

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

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

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

UNION RECOGNITION AND REFERRAL

- 5.1. The Employers recognize the Unions signatory to this Agreement as the sole and exclusive collective bargaining agents for its construction craft employees performing Covered Work for the Project, and further recognize the traditional and customary craft jurisdiction of the Unions.
- 5.2. All employees performing Covered Work shall be or shall become and then remain members in good standing of the Union as a condition of employment on or before the eighth (8th) day of employment, or the eighth (8th) day following the execution of this Agreement, whichever is later.
- 5.3. The Unions shall be the source of all craft employees for Covered Work for the Project. Employers agree to be bound by the hiring and layoff practices of the Unions, including hiring of apprentices, and to utilize its registration facilities and referral systems. Notwithstanding this provision, Owner and the Employers shall have the right to determine the competency of all referrals; determine the number of employees required determine the selection of employees to be laid-off and reject any applicant referred by the Unions.
- 5.4. The Unions will exert their utmost efforts to recruit sufficient numbers of skilled and qualified craft employees to fulfill the requirements of each Employer. The Unions and the Employers agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, age, pregnancy, any genetic information or any other protected classification protected by law or regulation. Each Employer, Owner and the Unions agree that they will not require any employee or applicant to submit to genetic testing or non-job related medical inquiries.
- 5.5. NV Energy has always stressed the importance of local hiring on any construction project. Local hiring brings a sense of community to the initiative and supports the local economy in which it is doing business. In continuance of that initiative, the parties agree that hiring will be from the Unions books for the geographic area.
- 5.6. In the event the referral facilities maintained by the Unions do not refer the employees as requested by the Employer within a forty eight (48) hour period after such requisition is made by the Employer (Saturdays, Sundays and Holidays excepted), the Employer may employ applicants from any source.

6. STRIKES A D LOCKOUTS

- 6.1. During the term of this Agreement, the Unions, agree that they shall not (and that it shall not cause its agents, representatives and employees) to incite, encourage, condone or participate in any strike, walkout, slowdown, sit-down, stay in, boycott, sympathy strike, picketing or other work stoppage for any cause whatsoever with respect to this Project; and it is expressly agreed that any such action is in violation of this Agreement. In the event of a violation of this provision, any Employer shall be entitled to seek relief in court, specifically including injunctive relief, to restrain any such action on the part of the Unions, and/or any of their agents, representatives or employees, in addition to the Liquidated Damages for violation of Section 1.5 and/or 6.1 of this Agreement.
- 6.2. Upon written notice of a violation to the Union and its' officers, and their agents, representatives, employees and persons acting in concert with it, the Union shall take immediate action and will use its best efforts to prevent, end or avert any such activity or the threat thereof by any of its officers, members, representatives or employees, either individually or collectively, including but not limited to, publicly disavowing any such action and ordering all such officers, representatives, employees or members who participate in such unauthorized activity to cease and desist from same immediately and to return to work and comply with its orders. Nothing in this Agreement shall be construed to limit or restrict the right of any of the parties to this Agreement to pursue fully any and all remedies available under law in the event of a violation of this Article 6.
- 6.3. The parties agree that to the extent the Master Agreement provisions of the Unions current labor agreement apply to this Project, they shall continue to apply throughout the duration of this Project notwithstanding the expiration of that agreement for all affected Employers on this Project.
- 6.4. Neither Owner nor any other Employer shall incite, encourage or participate in any lockout or cause to be locked out any employee covered under the provisions of this Agreement. The term "lockout" does not refer to the discharge, termination or layoff of employees by any Employer for any reasons in the exercise of its rights as set forth in any provision of this Agreement, nor does "lockout" include a decision by Owner or any Employer to terminate or suspend work on the Project Site or any portion thereof for any reason other than a labor dispute.
- 6.5. Notwithstanding the provisions of Section 6.1, it is agreed that the Unions retain the right to withhold the services of its members from a particular Employer who fails to make timely payments to the Unions benefit plans, or fails to timely pay its weekly payroll, in accordance with the Master Agreement; provided, in the event the Unions or any of its members withholds their services from such Employer, Owner or the applicable Employer shall have the right to replace such Employer with any other Employer who executes the Agreement To Be Bound. The Unions shall not withhold the services of its members under this provision without first giving Owner and the individual Employer alleged to be delinquent in its payments at least five (5) business

days' notice, in the case of payroll delinquencies, and ten (10) business days' notice, in the case of benefit fund delinquencies, and an opportunity to cure the delinquency by tendering payment to the relevant employees or trust funds.

7. GRIEVANCE PROCEDURE

- 7.1. It is mutually agreed that any question arising out of and during the term of this Agreement involving interpretation and application of this Agreement shall be considered a grievance. Any grievances involving interpretation and application of this Agreement will be governed by this Agreement's grievance procedure as set forth below. Any grievances involving interpretation and application of the Master Agreement will be governed by the Master Agreement's grievance procedure.
- 7.2. Owner and any Employer, as well as the Unions, may bring forth grievances under this Article.
- 7.3. A grievance shall be considered null and void if not brought to the attention of the Employer(s) within five (5) working days after the incident that initiated the alleged grievance occurred or was discovered, whichever is later. The term "working days" as used in this Article shall exclude Saturdays, Sundays or holidays regardless of whether any work is actually performed on such days.
- 7.4. Grievances shall be settled according to the following procedure, except that grievances that do not involve an individual grievant shall be discussed by Owner (or the applicable Employer) and the Union, and then, if not resolved within five (5) working days of written notice unless extended by mutual consent, commence at Step 4.
- 7.5. Step 1. The steward and the grievant shall attempt to resolve the grievance with the Employer's supervisor within five (5) working days after the grievance 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 Owner and the applicable Employer.
- 7.7. Step 3. In the event the matter remains unresolved in Step 2 above after five (5) working days, within five (5) working days, the alleged grievance, in writing, may then be referred to the Business Manager of the Union and the Manager of Labor Relations of the Contractor or the Manager's designated representative and Owner (or the applicable Employer) as for discussion and resolution.
- 7.8. Step 4. If the grievance is not settled in Step 3 within five (5) working days, within five (5) days thereafter, either party may request the dispute be submitted to

arbitration or the time may be extended by mutual consent of both parties. The request for arbitration and/or the request for an extension of time must be in writing with a copy to Owner and the applicable Employer. Should the parties be unable to mutually agree on the selection of an arbitrator, selection for that given arbitration shall be made by seeking a list of seven (7) labor arbitrators with construction experience from the Federal Mediation and Conciliation Service and alternately striking names from the list of names on the list until the parties agree on an Arbitrator or until one name remains. The first party to strike a name from the list shall alternate between the party bringing forth the grievance and the party defending the grievance. Owner (or the applicable Employer) shall keep a record of the sequence and shall notify the parties to the grievance as to which party has the right to strike a name first.

- 7.9. The selected arbitrator ("Arbitrator") shall conduct a hearing at which the parties to the grievance shall be entitled to present testimonial and documentary evidence. Hearings will be transcribed by a certified court reporter. The parties shall be entitled to file written briefs after the close of the hearing and receipt of the transcript.
- 7.10. Upon expiration of the time for the parties to file briefs, the Arbitrator shall issue a written decision that will be served on all parties and on Owner and the applicable Employer. The Arbitrator shall have the authority to utilize any equitable or legal remedy to prevent and/or cure any breach or threatened breach of this Agreement. The Arbitrator's decision shall be final and binding as to all parties signatory to this Agreement. No arbitration decision or award under this Article may provide retroactive relief of any kind exceeding fifteen (15) calendar days prior to the date the grievance was first initiated at Step 1.
- 7.11. The cost of the Arbitrator and the court reporter, and any cost to pay for facilities for the hearing, shall be borne equally by the parties to the grievance. All other costs and expenses in connection with the grievance hearing shall be borne by the party who incurs them.
- 7.12. The Arbitrator's decision shall be confined to the issue(s) posed by the grievance and the Arbitrator shall not have the authority to modify, amend, alter, add to or subtract from any provision of this Agreement.
- 7.13. Any party to a grievance may invite Owner to participate in resolution of a grievance. Owner may, at its own initiative, participate in Steps 1 through 3 of the grievance procedure.
- 7.14. In determining whether the time limits of Steps 2 through 4 of the grievance procedure have been met, a written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or e-mailed within the five (5) working day period. Any of the time periods set forth in this Article may be extended in writing by mutual consent of the parties to the grievance, and any written referral or request shall be considered timely if it is personally delivered, sent by overnight mail or e-mailed during the extended time period.

7.15. For purposes of e-mailed copies of grievances to Owner, they can be sent to the following e-mail address: info@areviapower.com

8. MANAGEMENT RIGHTS

- 8.1. Except as expressly limited by the specific provisions of this Agreement, the Employers retain full and exclusive authority for the management of their Project operations including, but not limited to: the right to direct the work force, including determination as to the number to be hired and the qualifications therefore; the number assigned to any specific work, the promotion, transfer, layoff of employees; the discipline or discharge of employees; the type of equipment to be used, the assignment and schedule of work; the promulgation of reasonable Project work rules; safety rules, drug and alcohol policies pursuant to Section 10.9 and the requirement, timing and number of employees to be utilized for Covered Work. Except as provided in the Master Agreement, no rules, customs, or practices which limit or restrict productivity or efficiency of the individual, and/or joint working efforts with other employees shall be permitted or observed. The foregoing enumeration of management rights shall not be deemed to exclude other functions not specifically covered by this Agreement.
- 8.2. There shall be no limitations or restriction upon Owner's choice of materials, techniques, methods, technology or design, or, regardless of source (including but not limited to country source of origin) or location, upon the use and installation of equipment, machinery, package units, pre-cast, prefabricated, prefinished, or preassembled materials of any kind, tools, or other labor-saving devices. The Union agrees that such material and equipment is to be installed without incident.
- 8.3. In recognition of the dynamic nature of the power industry, the parties agree that Owner may apply new technologies to the Project as they are developed, (including technological advances in the construction of power plants) even if such application results in a reduction of the amount of labor on the Project.
- 8.4. All construction equipment assigned by an Employer to the Project shall be under the control of Owner. Owner shall have the right to determine how many pieces of construction equipment an individual shall operate.
- 8.5. Owner retains the right to deny access to the Project to any employee on the basis of violating Owner's safety processes and procedures.

9. SUCCESSORSHIP AND SURVIVABILITY

- 9.1. The subcontracting obligations described in Article 3 are independent obligations of Owner and all Employers which shall survive any full or partial termination of Owner's involvement in the Project for any reason, including, without limitation: (i) any full or partial termination or transfer of Owner's right to control and coordinate construction work on the Project (ii) any full or partial termination or transfer of a contract, if any, of Owner for any Covered Work; (iii) the transfer of all or any

portion of the Project or any interest in the Project by any Owner; or (iv) any other event that results in the replacement of Owner with another Owner.

- 9.2. The parties agree that: (i) if Owner's involvement in the Project is terminated and (ii) Covered Work is performed by a contractor or subcontractor that is not in compliance with the provisions of Article 3, then Owner shall pay liquidated damages, as set forth on Attachment B.
- 9.3. Upon execution and delivery of an agreement assuming all the obligations of this Agreement and determination by the Unions that the successor is financially responsible, Owner shall be released from liability for the payment of liquidated damages under this Article 9 and shall have no liability for any breach of this Agreement by a successor employer or contractor. A successor shall be considered financially responsible if the Unions, in the exercise of its' reasonable judgment, determine that the successor is financially capable of completing the Project and complying with the obligations and undertakings of Owner under this Agreement, including any obligation to pay liquidated damages under this Article 9.
- 9.4. This Article shall be enforceable in any court of competent jurisdiction, and shall not be subject to the grievance procedure.

10. GENERAL PROVISIONS

- 10.1. If any article or provision of this Agreement shall be declared invalid, inoperative, or unenforceable by any competent authority of the executive legislative, judicial or administrative branch of the federal or state government, the Employers and the Union shall suspend the operation of such article or provisions during the period of its invalidity and shall substitute by mutual consent, in its place and stead, an article or provision which will satisfy the objections to its validity and which, to the greatest extent possible, will be in accord with the intent and purpose of the article or provision in question.
- 10.2. If any article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law, or by any of the above mentioned tribunals of competent jurisdiction, the remainder of the Agreement or application of such article or provision to persons or circumstances other than to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.
- 10.3. Except as enumerated in this Agreement, all other terms and conditions of employment described in the Master Agreements that are in effect shall apply.
- 10.4. The provisions of this Agreement shall take precedence over conflicting provisions of the Master Agreement of the Unions.
- 10.5. The parties agree that all covered employees will be required to be at his or her work station and ready to begin work at the designated starting times. The parties support a pay arrangement that provides for the covered employee to be at his or her work

station and ready to work at the start of this shift without compensation for the time traveled to his or her workstation however the parties further agree that employees will be compensated at the appropriate hourly rate of pay for travel time back to their vehicles from the workstation.

- 10.6. Each person executing this Agreement represents and warrants that he or she is authorized to execute this Agreement on behalf of the party or parties indicated.
- 10.7. Rights of Owner. Nothing in this Agreement shall be construed as limiting the Owner, in its sole discretion at any time to terminate, delay, cease, or suspend construction activities, in whole or part, on this Project and/or shut down the Project Site or any part thereof for reason other than a labor dispute without any liability whatsoever, except for liability incurred prior to such action.
- 10.8. This Agreement may be executed in counterparts.
- 10.9. The parties recognize that Owner strongly supports a drug free work environment on each of its projects. To that end, the parties agree that Owner's drug testing policies shall be applied to the Project by each Employer on the site. Specifically, that policy includes pre-employment drug testing prior to starting work on the site, random drug testing on the worksite once employed and drug testing following any industrial accident resulting in an injury or any damage to Employer or Owner property. Should Owner require a pre-employment drug test of the employee(s) of the signatory Employer as noted above, and the employee(s) (through the signatory Employer) will be paid (1) hour show up pay if he successfully passes the pre-employment drug test. Should an employee(s) initial test be deemed inconclusive and require further testing that employee(s) shall be paid (2) hour waiting time per day upon successfully passing the pre-employment drug testing. This pay provision shall only apply to pre-employment drug tests.
- 10.10. Zone Pay -- Any references to Zone Pay in the Inside Construction Master Agreement shall apply outside of the Free Zone unless otherwise agreed upon.
- 10.11. Any notices required under this Agreement shall be given as follows. Either party may notify the other in writing if its person designated to receive notice is changed.

To Owner:

Mark Boyadjian
Managing Partner
Arevia Power
900 S. Pavilion Center
Las Vegas, NV 89144
mark@areviapower.com
(917) 653-8116

To the Unions:

Jacob Haas
Business Manager/Financial Secretary
IBEW Local 401
4635 Longley Lane, Suite 109
Reno, Nevada
jhaas@ibewlocal401.org
(775) 560-0355

With a copy to:

Gaurav Shil
Director, Origination
NV Energy
7155 S. Lindell
Las Vegas, NV 89118
Gaurav.shil@nvenergy.com
(702) 402-3119

Bob Dean
Business Manager
IBEW Local 1245
30 Orange Tree Circle
Vacaville, CA 95687
rldj@ibew1245.com
(707) 452-2700

Eloy Jara
Business Manager
Laborer's Union Local 169
570 Reactor Way
Reno, NV 89502
eloyjara@locall69.com
(775) 856-0169

11. TERM OF AGREEMENT

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

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of [insert date].

[Owner Company]

By: **Mark Boyadjian**
Its: **Managing Partner**

IBEW LOCAL 401


By: **Jacob Haas**
Its: **Business Manager/Financial Secretary**

IBEW LOCAL 1245

By: **Bob Dean**
Its: **Business Manager**

LABORER'S LOCAL UNION 169


By: **Eloy Jara**
Its: **Business Manager**

ATTACHMENT A
AGREEMENT TO BE BOUND
LIBRA SOLAR

The undersigned hereby certifies and agrees that:

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

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

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

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

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

DATED: _____ Name of Employer _____

(Authorized Officer & Title)

(Address)

ATTACHMENT B
SCHEDULE OF LIQUIDATED DAMAGES FOR BOTH PARTIES

WORK SITE AGREEMENT
LIBRA SOLAR

1. Strikes: In the event the Union violates the terms of Section 6.1 of the Work Site Agreement, including without limitation, by interfering with the Project or by supporting a strike at the work site, then the Union shall be jointly and severally liable for an amount equal to twenty thousand dollars (\$20,000) for each day in which the Union is in violation of the terms of Sections 1.5 and/or 6.1.
2. Failure of Successor to Assume. In the event Owner fails to cause its successor to assume the Work Site Agreement,

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

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

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

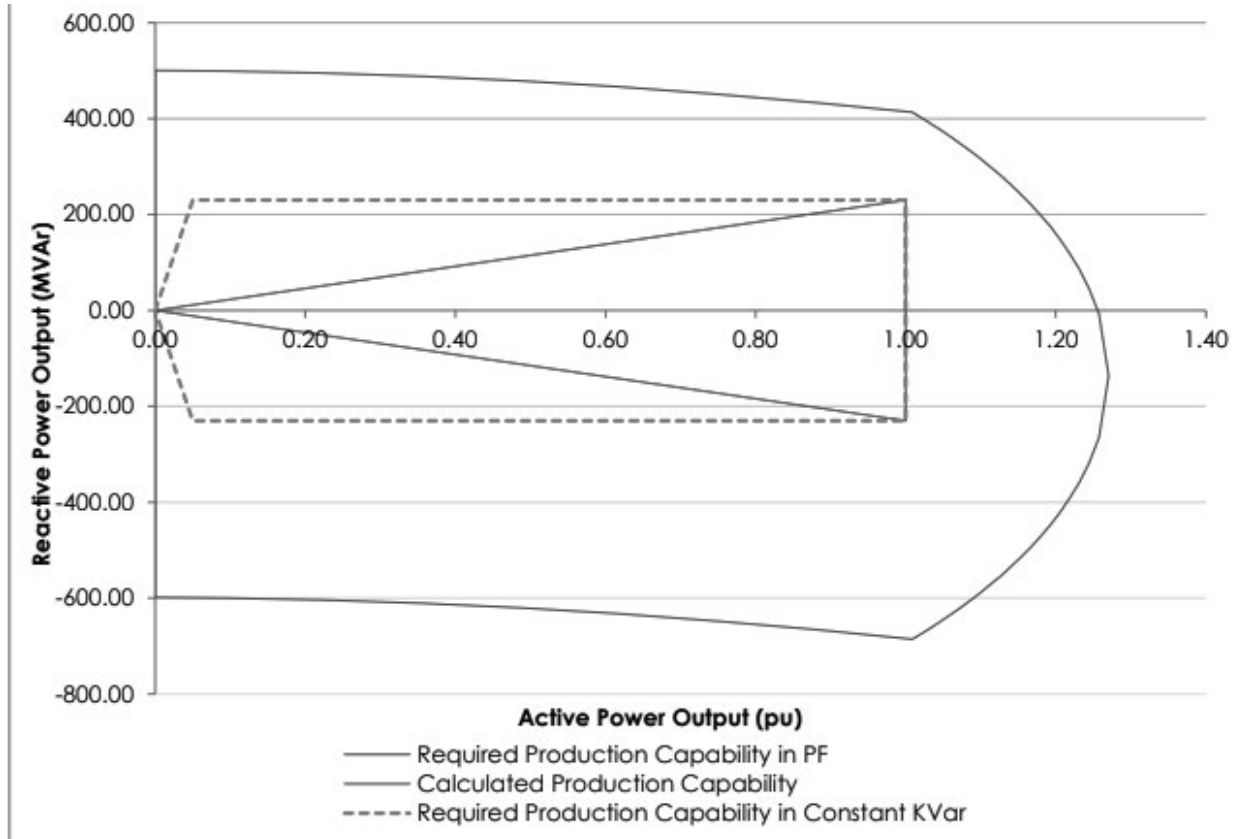
3. The liability of the Owner, any Employer and/or the Union under this Agreement shall be several and not joint. Neither the Owner, nor any Contractor shall be liable for any violations of this Agreement by any other Contractor or party; and the Union shall not be liable for any violations of this Agreement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

Draft 4/25/2024

EXHIBIT 22

REACTIVE CAPABILITY CURVES

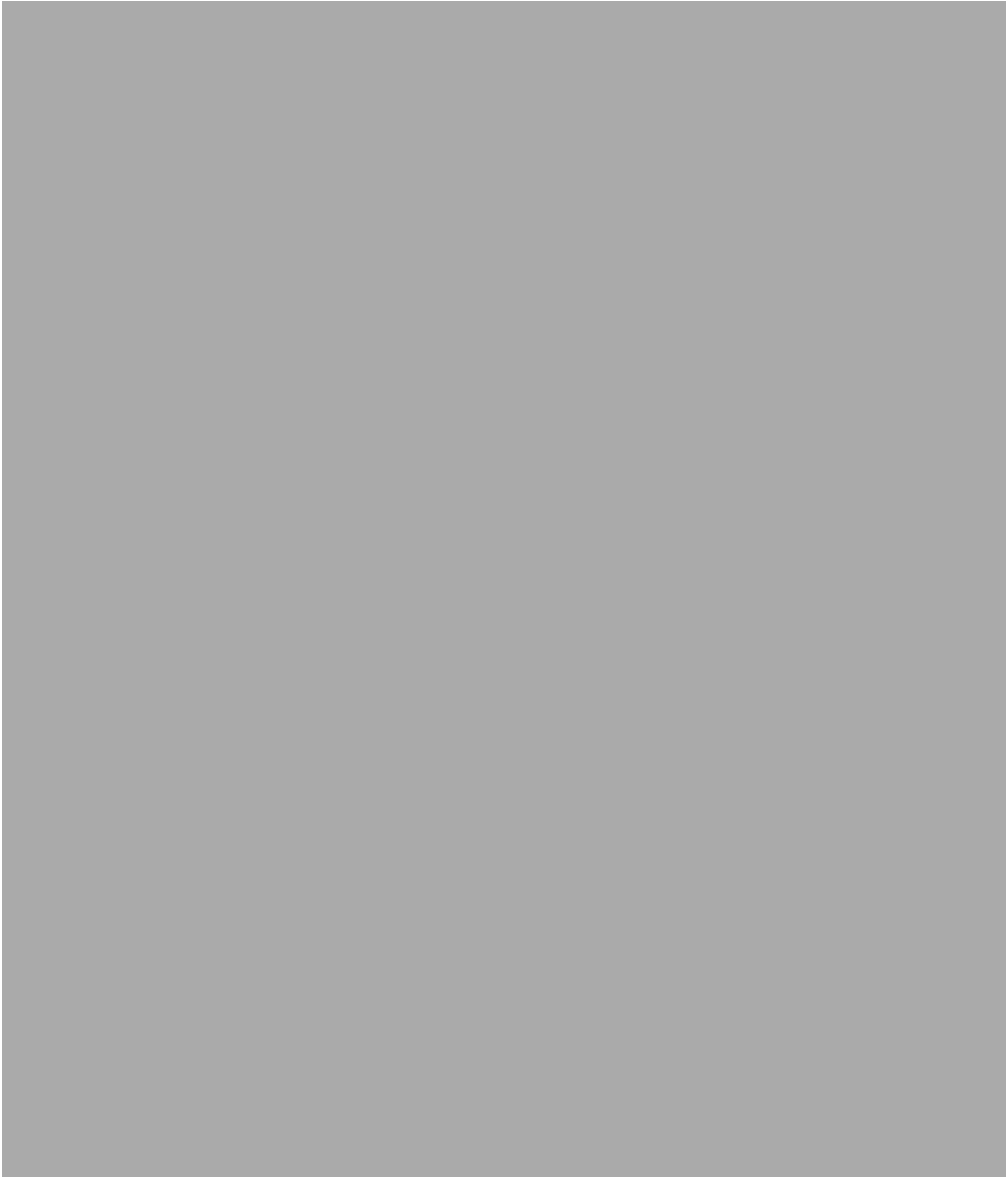
Preliminary capability curves. Supplier will provide updated curves if needed.



APPROVED VENDORS LIST







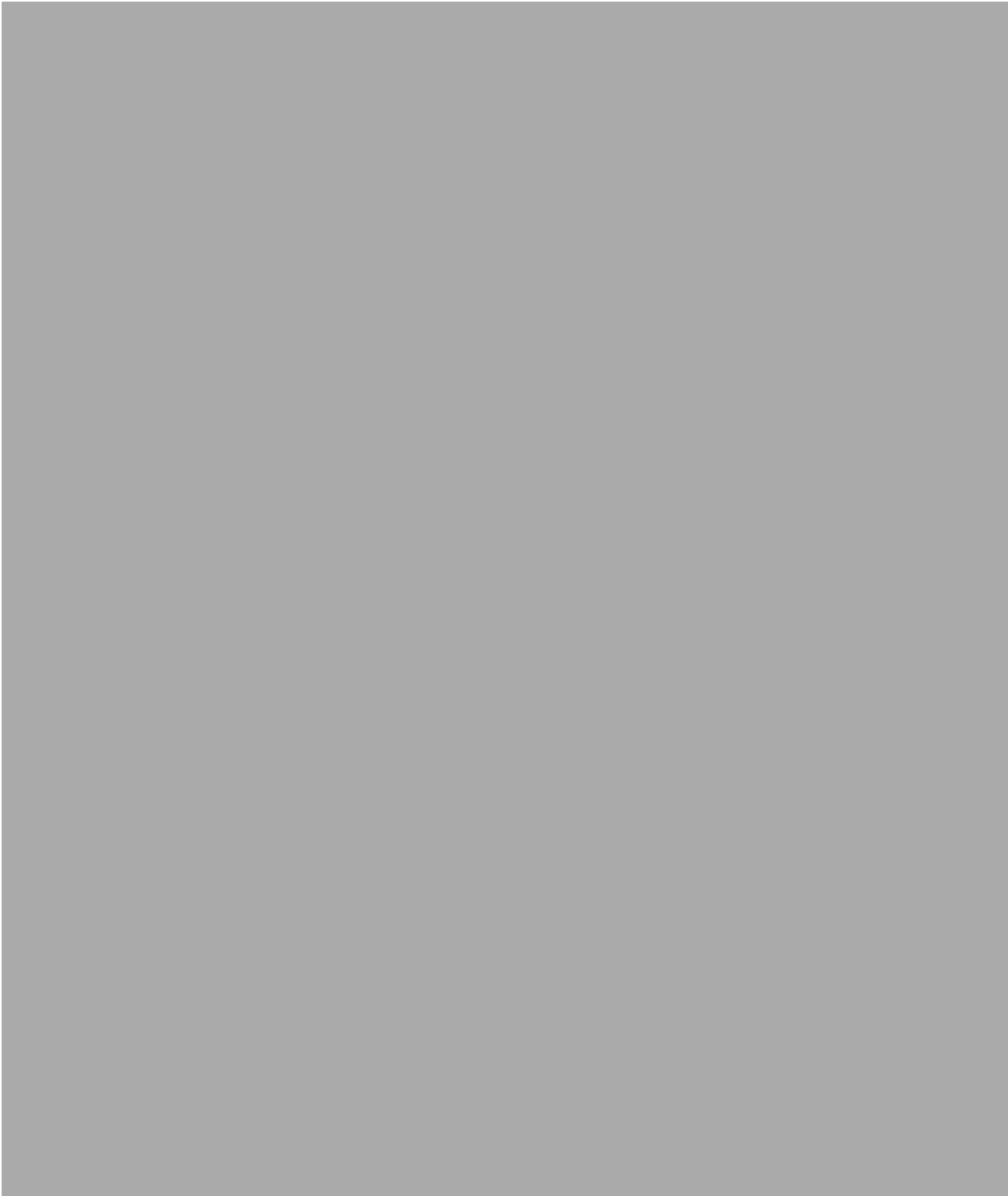








EXHIBIT 24

OPERATING PROCEDURES

The initial Operating Procedures of the Generating Facility and Storage Facility are as defined and set forth in this Exhibit 24. The final Operating Procedures for the Generating Facility and Storage Facility will be mutually developed and agreed to by the Parties no later than ninety (90) days prior to the Commercial Operation Date. The Operating Procedures shall be annually reviewed by the Parties within sixty (60) days after the beginning of each Contract Year to optimize operations of the Generating Facility and Storage Facility for both Parties. Any mutually developed and agreed to changes to the Operating Procedures shall be included in an amended and restated Exhibit 24. The Parties shall cooperate to integrate the systems and controls necessary to implement the Operating Procedures and shall, subject to the requirements set forth in the Agreement, adjust the Facility and their respective systems and controls in order to implement the Operating Procedures. If such integration or adjustments are not reasonably practicable or would violate the terms and conditions of the Agreement, the Parties shall meet and confer and use commercially reasonable efforts to make reasonable amendments to the Agreement, including these Operating Procedures, in order to integrate such systems and controls.

I. Forecasting

- A. Supplier will provide to Buyer an Availability Notice in accordance with Section 14.2 of the Agreement, and which incorporates the following information:
 - 1) Supplier's Generating Facility availability on an hourly basis;
 - 2) Supplier's optimal charging schedule, including charging window and hourly charging rate;
 - 3) hourly maximum charging rate availability of the Storage Facility;
 - 4) hourly minimum charging rate availability of the Storage Facility; and
 - 5) current status of the Storage Facility, expressed as a percentage of total availability of the Storage Facility for discharge or state of charge.
- B. Planned Outages and forced outages notifications and scheduling shall be via the Availability Notice. Additionally, in the event of a forced outage, Supplier shall notify the Buyer's Operating Representative of such forced outage and expected date and time for return to service.
- C. Supplier shall reasonably cooperate with Buyer and Buyer's Operating Representative to provide data for Buyer's Automatic Generation Control ("AGC") signals for the Generating Facility and the Storage Facility.
- D. Supplier shall use commercially reasonable efforts to support Buyer's market bidding and dispatch strategy, including adding additional required equipment, generating requested data points, assisting in programming efforts, and making adjustments to the Facility to allow it to better receive and follow AGC signals. Notwithstanding the foregoing and subject to the terms and conditions of the Agreement, Supplier shall strictly adhere to Buyer's Charging Notices and Discharging Notices.

II. Charging Notices and Discharging Notices

- A. Buyer's Energy Management System shall provide separate AGC dispatch signals for the Generating Facility and the Storage Facility. Buyer shall update the AGC signal every

five (5) minutes. If Buyer fails to update the AGC signal for either the Generating Facility or the Storage Facility, the Generating Facility or the Storage Facility, as applicable, shall continue to dispatch in accordance with the latest AGC signal received.

- B. A Discharging Notice will be delivered to Supplier in conjunction with each Charging Notice.
- C. Buyer will provide to Supplier, per the WECC pre-scheduling calendar, a forecasted Charging Notice and Discharging Notice. The Charging Notice and Discharging Notice will incorporate Supplier's solar resource availability per Supplier's 7-day hourly rolling forecast.
- D. For the Charging Notices, Buyer shall provide Supplier with the following information:
 - 1) the hours in which Supplier shall charge the Storage Facility;
 - 2) the energy in each hour Supplier shall charge the Storage Facility; and
 - 3) whenever feasible, Buyer will utilize Supplier's provided optimal charging window identified in section I.A.2.
- E. For the Discharging Notices, Buyer shall provide Supplier with the following information:
 - 1) the hours in which Supplier shall discharge the Storage Facility; and
 - 2) the energy to be discharged from the Storage Facility in each hour.
- F. Buyer's Energy Management System will provide AGC signals identifying when Buyer is economically curtailing Energy deliveries from the Generating Facility. This AGC signal will indicate that Buyer is requesting less output than the Generating Facility otherwise has been forecasted to generate and deliver.
- G. For any curtailments pursuant to Sections 10.1 or 10.2 of the Agreement, Balancing Authority Area Operator will manually adjust the Delivery Point setpoint to the required curtailment value. Such adjustments from the Balancing Authority Area Operator will also be communicated to Supplier verbally or in writing, particularly in the event of Transmission System issues that require Facility curtailment until such issues are resolved. Delivery Point setpoint will override AGC commands issued to the Generating Facility and the Storage Facility.
- H. Buyer and Supplier shall review Buyer's dispatch strategy on a quarterly basis.

III. Modifications to the Charging and Discharging Notices

- A. On the day of operation, to the degree that it is technically feasible, Buyer reserves the right to make adjustments to its Charging Notices and Discharging Notices. To this end, Supplier will provide to Buyer real-time software application(s) which allow(s) Buyer to access the Stored Energy Level status of the Storage Facility, as well as the current forecasts of PV generation from the Generating Facility.
- B. To make intraday adjustments on the day of operation, Buyer will communicate with Supplier in a manner that is mutually agreeable to both Buyer and Supplier. Such communications may be made telephonically with Supplier to verbally request adjustments

to the charge or discharge status of the Storage Facility, including the rate of charge or discharge of the Storage Facility.

- C. Supplier will communicate with Buyer, utilizing the manner of communication mutually agreed upon above, whether Buyer's requested adjustment to the charge or discharge schedule contained in Buyer's Charging Notice and Discharging Notice is feasible, both in terms of the hour(s) requested, as well as the rate of charge or discharge requested. Should Buyer's requested adjustment to the charge or discharge schedule be infeasible, due to the current charged or discharged status of the Storage Facility, Buyer and Supplier shall mutually agree to:
- 1) an alternate adjustment to the charge or discharge schedule, which adjustment is technically feasible given the Stored Energy Level or discharge of the Storage Facility; or
 - 2) reject Buyer's adjustment to the charge or discharge schedule, and resume Buyer's original charge or discharge schedule as specified in Buyer's Charging Notice and Discharging Notice; and
 - 3) any adjustments necessary to future charge or discharge schedules contained in Buyer's Charging Notices and Discharging Notices which will be rendered infeasible due to Buyer's requested adjustment to the charge or discharge schedules on the day of operation.

IV. Delivery

Supplier will deliver the Discharging Energy to the Delivery Point in a real-time response to:

- 1) in the primary instance, with a real-time dispatch command per section III above; or
- 2) an automated, scheduled Discharge Notice per section II.E above as a backup.

The total Discharging Energy in real-time will be limited to the Stored Energy Level (less any losses to deliver such stored energy to the Delivery Point) and to the available power rating of the Generating Facility and contractual limits under the Agreement.

V. Measurement and Verification

- A. "Equivalent Cycles" or "Equivalent Full Cycles" shall occur at the point at which, during any discrete period of time, the measured aggregate energy throughput (charge and discharge) of the Storage Facility during such period of time equals contracted aggregate throughput (charge and discharge) capacity of the Storage Facility during such time.
- B. Supplier will push real-time Storage Facility data to Buyer's equipment for Buyer to view Supplier's energy management system and data historian that will monitor the Storage Facility's state of health metrics as well as usage metrics such as Equivalent Cycles to date. In accordance to Exhibit 1, Buyer will be allowed to use 365 Equivalent Cycles per Contract Year with a maximum of two Equivalent Cycles per day. Buyer will be able to monitor the number of Equivalent Cycles that have occurred over the life of the Storage Facility on a real-time basis. As soon as the Storage Facility meets the Equivalent Cycle limit, Supplier will no longer be able to execute Charge Notices or Discharging Notices for that Contract Year.

VI. Scheduling Reports

Supplier will send out a daily report to Buyer so they may transmit to other parties. The report will include, at a minimum, the following day's Charging Notice and Discharging Notice as well as forecasted Energy generation from the Generating Facility, including the forecasted Net Energy of the Generating Facility to be delivered to the Delivery Point in so much as it is reduced by Charging Energy sent to the Storage Facility.

VII. Operating Parameters

#	OPERATING PARAMETER	VALUES	NOTES
1	Charging Method	Constant Power (CP)- Constant Voltage (CV)	
2	Discharging Method	Constant Power (CP)	
3	Maximum CP-rate for charging and discharging the Storage Facility	735	Measured at the Storage Facility Metering Point
5	Charging Source	Generating Facility and, subject to the requirements of Section 3.4.6.2, other sources	
6	Maximum Annual Average State of Charge (SOC)	45%	
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 Contract Year	365	
9	Delivery Point Maximum Limit	700 MW	

10	Maximum Cumulative Discharging Energy per Contract Year	1,022,000 MWh	
11	Maximum Cumulative Discharging Energy per day	Storage Contract Capacity (MW) of the Storage Facility for the given Contract Year * 4 * 2	e.g., 700 MW * 4 * 2= 5600 MWh. Allows potential for two Equivalent Cycles in a day, yet average one Equivalent Cycle per day per condition #8 above
12	Specified Charge/Discharge Ramp Rate for Roundtrip Efficiency Test Only	[TBD] / [TBD] MW/min	This is a specific ramp rate that is only used during a Round Trip Efficiency Test. It may or may not be the same ramp rate that AGC uses during normal operation.
	Specified Rest Period for Storage Facility for Roundtrip Efficiency Test Only	1 hour	This is a specific rest period that is only used during a Round Trip Efficiency Test.
	Minimum State of Charge for Roundtrip Efficiency Test Only	[TBD] % or as per manufacturer recommendation	This is a specific State of Charge that is only used during a Round Trip Efficiency Test.

VIII. Key Personnel Lists

Supplier shall provide Buyer with a list of key personnel. The key personnel list shall include, but not be limited to, positions such as Plant Manager, Operations Supervisor, Control Room Operators, Safety Officer, and Environmental Compliance Officer. This list should be reviewed and updated annually by Supplier to account for any changes in staffing, and any modifications made must be communicated promptly to Buyer and any other relevant parties.

IX. Record Keeping

All operational, maintenance, safety, and environmental records must be diligently documented and stored by Supplier in a secure and easily accessible manner. These records shall include, but not be limited to, daily operation logs, equipment maintenance records, safety inspection reports, environmental compliance documentation, and any incident reports. Records must be retained by Supplier for a minimum of five (5) years, and a systematic record archiving process should be implemented to ensure efficient retrieval when needed.

EXHIBIT 25

STORAGE CAPACITY TESTS

Upon no less than ten (10) Business Days prior notice to Buyer, Supplier shall schedule and complete a Storage Capacity Test prior to the Commercial Operation Date. Such initial Storage Capacity Test shall adjust the Storage Contract Capacity based on the actual capacity of the Storage Facility for the first Contract Year. The Storage Capacity Test shall require the Supplier to maintain Discharging Energy from the Storage Facility for four (4) 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 four (4) hour test period, as measured at the Delivery Points, divided by four (4); provided, however, that the Storage Contract Capacity cannot exceed 700 MW.

Thereafter, at least once per Contract Year within the first quarter of each Contract Year, upon no less than ten (10) Business Days prior notice to Buyer, Supplier shall schedule and complete a Storage Capacity Test. In addition, Buyer shall have the right to require a retest of the Storage Capacity Test at any time upon five (5) days prior written notice to Supplier if Buyer reasonably believes that the Storage Capacity has varied materially from the results of the most recent tests. Supplier shall have the right to run a retest of the Storage Capacity Test at any time upon five (5) days prior written notice to Buyer (or any shorter period reasonably acceptable to Buyer consistent with Good Utility Practice). 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 four (4) consecutive hours;
- 4) Supplier will add the quantity of MWh produced by the Storage Facility during the four (4) consecutive hours to produce a sum quantity of MWh for the four (4) hour full discharge of the Storage Facility;

- 5) Supplier will divide the sum quantity of MWh produced over the four (4) hour full discharge of the Storage Facility by a factor of four (4), to produce a value that will become the Storage Contract Capacity for the Contract Year.

Example:

Hour 1 Discharge = 25 MWh

Hour 2 Discharge = 25 MWh

Hour 3 Discharge = 25 MWh

Hour 4 Discharge = 25 MWh

$25 + 25 + 25 + 25 = 100$ MWh

$100 \text{ MWh} / 4 \text{ hours} = 25 \text{ MWh Storage Contract Capacity} = 25 \text{ MW}$

AVAILABILITY TESTS

1. Availability Test; Monthly Storage Availability

Test procedures for the Availability Test and calculation of the Monthly Storage Availability of the Storage Facility to be provided by Supplier, subject to Buyer’s approval.

2. Availability Liquidated Damages

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

$$\text{Availability Liquidated Damages}_m = .98 * \text{Undischarged Energy Price}_m * \text{Undischarged Energy}_m$$

Where:

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

$$\text{Undischarged Energy Price}_m = \text{Average On-Peak Mead (in \$/MWh)}$$

$$\text{Undischarged Energy}_m = \text{The total amount of Discharging Energy in Summer Month m excluding Excused Products that Buyer could have scheduled and received at the Delivery Point pursuant to Section 14.3 from the Storage Facility but was unable to schedule and receive because the Storage Facility was out of service, in whole or in part, or otherwise not performing in accordance with the operational requirements specified in Exhibits 1 and 24, such amount of Discharging Energy to be reasonably determined by Supplier (i) during the period the Storage Facility was out of service, in whole or in part, or otherwise not performing in accordance with the operational requirements specified in Exhibit 1 and (ii) consistent with the Operating Procedures and operational requirements specified in Exhibit 1 (in MWh). During the months of January, February, March, April, October, November and December, an outage that is not a Planned Outage per Section 11, but for which Supplier provided notice to Buyer prior to or included in the Availability Notice, shall not be considered as contributing to this calculation of Undischarged Energy}_m provided the total hours of such Storage Facility unplanned outages when combined with those of Planned Outages in the same Contract Year (based on the potential Discharging Energy or Supply Amounts, as applicable, for such Delivery Hours) shall not exceed four percent (4%) of the total annual Supply Amount for all hours in the applicable Contract$$

Year (prorated for the Stub Period, if any) unless otherwise approved by Buyer.

Storage Capacity at Point of Delivery_m = the Storage Capacity at Point of Delivery as adjusted from time to time in accordance with Section 3.4.7, multiplied by four then multiplied by the number of days in Month_m (in MWh).

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

CYBERSECURITY

1.1. SCOPE OF THIS ARTICLE

This Exhibit applies to Supplier and its personnel and subcontractors that provide hardware, software, or services to Buyer that may impact the confidentiality, integrity, or availability of Buyer's networks, systems, software, Data, or Confidential Information for the term of this Agreement.

1.2. DEFINITIONS

- 1.2.1. "BES Cyber System Information" or "BCSI" shall mean information concerning CIPS Covered Assets that: (i) relates to the production, generation or transmission of energy; (ii) could be useful to a person planning an attack on critical infrastructure; and (iii) provides strategic information beyond the geographic location of the critical asset, and which is identified as BCSI by Buyer.
- 1.2.2. "CIPS Covered Assets" shall mean any assets identified by Buyer as "BES assets," "BES cyber assets," "BES cyber systems," "protected cyber assets," "electronic access control or monitoring systems," "electronic access points," or "physical access control systems," as those terms are defined in the North American Electric Reliability Corporation (NERC) Glossary of Terms.
- 1.2.3. "BES" shall mean the "Bulk Electric System" as defined by NERC.
- 1.2.4. "Confidential Information" shall mean: (i) proprietary information of Buyer; (ii) information marked or designated by Buyer as confidential, sensitive, or internal; (iii) BCSI of Buyer; (iv) information, whether or not in written form and whether or not designated as confidential, which is known to Supplier as being treated by Buyer as confidential; (v) information provided to Buyer that Buyer is obligated to keep confidential (including but not limited to information that identifies an individual or customer of Buyer, such as customer account numbers, customer addresses, customer energy usage information, credit or bank account numbers, social security numbers, passport or driver's license numbers, whether or not such information is publicly available); and (vi) information developed by Supplier in connection with the performance of this Agreement.
- 1.2.5. "Data" shall mean any information, formulae, algorithms, or other content that Buyer or Buyer's employees, agents and end users upload, create or modify using any software provided pursuant to this Agreement. Data also includes user identification information and metadata which may contain Data or from which Buyer's Data may be ascertainable.
- 1.2.6. "Security Incident" shall mean any circumstance when (i) Supplier knows or reasonably believes that the confidentiality, integrity, or availability of any Buyer Data has been adversely impacted, including but not limited to, incidents where Buyer Data has been damaged, lost, corrupted, destroyed, or accessed, acquired, modified, used, or obtained by any unauthorized person, by any person in an unauthorized manner, or for an unauthorized purpose; (ii) Supplier knows or

reasonably believes that an act or omission has adversely impacted the cybersecurity of the products or services provided to Buyer by Supplier or the physical, technical, administrative, or organizational safeguards protecting Supplier's systems or Buyer's systems holding Buyer Data; or (iii) Supplier receives any complaint, notice, or communication which relates directly or indirectly to (A) Supplier's handling of Buyer Data or Supplier's compliance with the data safeguards in this Agreement or applicable law in connection with Buyer Data or (B) the cybersecurity of the products or services provided to Buyer by Supplier.

- 1.2.7. "Sensitive Personnel" shall mean all employees, agents or subcontractors of Supplier who may have authorized unescorted physical access or authorized cyber access to Buyer's CIPS Covered Assets.

1.3. CYBER SECURITY CONTROLS

- 1.3.1. Supplier shall have and maintain security controls to protect Buyer's networks, systems, software, Confidential Information, and Data that are no less rigorous than the latest published version of ISO/IEC 27001 – Information Security Management Systems–Requirements, and ISO/IEC 27002 – Code of Practice for International Security Management
- 1.3.2. Supplier agrees to disclose to Buyer known security vulnerabilities in hardware, software, and services provided under this Agreement in a timely manner.
- 1.3.3. Supplier warrants that the hardware, software, and patches provided under this Agreement, will not contain malicious code or any unwanted or unexpected features. Supplier agrees to provide a method to verify the integrity and authenticity of all software and patches provided by Supplier.
- 1.3.4. If Supplier will have remote access to Buyer systems or networks, Supplier shall follow all applicable Buyer requirements for Supplier-initiated interactive remote access and system-to-system remote access with Supplier. To the extent Supplier's personnel will have interactive remote access to Buyer's networks, systems or applications, Supplier's personnel will use multi-factor authentication provided by Buyer. Authentication tokens and passwords must not be shared. Upon either (i) personnel termination actions or (ii) changes in the status of personnel which removes their need for remote access, Supplier shall report such termination or change in status to Buyer's Service Desk by telephone and email as soon as practicable and no later than close of the same business day. In the case of Sensitive Personnel and/or involuntary termination, notification must be immediate. In all other cases, notification must be within one business day.
- 1.3.5. Supplier shall ensure that email from Supplier and any services provided under this Agreement:
- 1.3.5.1. Originates from a domain or domains with a published Domain-based Message Authentication, Reporting and Conformance ("DMARC") policy of "reject" and with a published Sender Policy Framework policy

consisting of valid senders and a “fail” directive (-all). If the optional DMARC “pct” directive is used, “pct” must be set to “100”;

- 1.3.5.2. Passes a DMARC authentication check;
- 1.3.5.3. Utilizes a DomainKeys Identified Mail (DKIM) 2048 bit key; and,
- 1.3.5.4. Supports Transport Layer Security (TLS).

1.4. OVERSIGHT OF COMPLIANCE

As evidence of compliance, Supplier shall either:

- 1.4.1. If this Agreement includes hosted or cloud services, Supplier shall provide annually to Buyer a Statement on Standards for Attestation Engagements (SSAE) Service Organization Control (SOC) 2 Type II audit covering the scope of this Agreement and pertaining directly to Supplier.
- 1.4.2. If this Agreement does not include hosted or cloud services, Supplier shall either:
 - 1.4.2.1. Annually provide a copy of ISO 27001 certification covering the scope of this Agreement and pertaining directly to Supplier; or,
 - 1.4.2.2. Annually provide a copy of a third-party audit covering the security controls relevant to hardware, software, or services provided under this Agreement and pertaining directly to Supplier. Audit results and Supplier’s plan to correct any negative findings must also be made available to Buyer; or,
 - 1.4.2.3. Allow Buyer to conduct an assessment, audit, examination, or review of Supplier’s security controls to confirm Supplier’s adherence to the terms of this Article, as well as any applicable laws, regulations, and industry standards, not more than once per year or upon notification of any Security Incident or complaint regarding Supplier’s privacy and security practices. Buyer may elect to obtain the services of a mutually-agreeable third party to conduct this assessment, audit, examination, or review on behalf of Buyer. Buyer shall give Supplier no less than thirty (30) calendar days’ notice of its intent to conduct such assessment, audit, examination, or review. As part of this assessment, audit, examination, or review, Buyer may review all controls in Supplier’s physical and/or technical environment in relation to all Confidential Information being handled and/or hardware, software, or services being provided pursuant to this Agreement. Supplier shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, application software, and systems relevant to the provision of hardware, software, or services under this Agreement.

1.5. SECURITY INCIDENT PROCEDURES; EQUITABLE RELIEF

In the event of a Supplier, or subcontractor Security Incident affecting Buyer, Buyer's networks, systems, software, Data, or Buyer's Confidential Information,

1.5.1. Supplier shall:

1.5.1.1. Notify Buyer of the Security Incident as soon as practicable, but no later than 48 hours after Supplier becomes aware of it, to 515-281-2967 and GlobalSecurityOperations@brkenenergy.com; and

1.5.1.2. Provide Buyer with the name, phone number, and email for the Supplier personnel who shall serve as Supplier's primary security contact and shall be available to assist Buyer with Security Incident management, response, and recovery associated with the Security Incident.

1.5.2. Immediately following Supplier's notification to Buyer of a Security Incident, the Parties shall coordinate with each other to investigate such Security Incident. Supplier agrees to coordinate with Buyer in Buyer's handling of the matter, including: (i) assisting with any investigation and (ii) making available all relevant records and other materials required to comply with applicable law, regulation, industry standards, or otherwise reasonably required by Buyer.

1.5.3. Supplier shall use best efforts to immediately remedy any Security Incident and prevent any further or recurrent Security Incident at Supplier's expense in accordance with applicable privacy laws, regulations, and standards. Supplier shall reimburse Buyer for actual reasonable costs incurred by Buyer in responding to, and mitigating damages caused by, any Security Incident, including all costs of notice and/or remediation pursuant to this section.

1.5.4. Supplier shall fully cooperate at its own expense with Buyer in any litigation or other formal action deemed reasonably necessary by Buyer to protect its rights relating to the use, disclosure, protection, and maintenance of its Confidential Information and Data.

1.5.5. Supplier acknowledges that any breach of Supplier's obligations set forth in this Article may cause Buyer substantial irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such a breach or threatened breach, Buyer is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which Buyer may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other available remedies at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

1.6. OBLIGATIONS ON TERMINATION AND TERMINATION ASSISTANCE

In addition to any other obligations that arise on termination or expiration of this Agreement, the Parties agree that, on any expiration or termination of this Agreement, upon completion of the

delivery of the products and services to be provided under this Agreement, or at any time upon Buyer's request, regardless of the circumstance:

- 1.6.1. Supplier shall immediately surrender to Buyer all access cards, security passes, passwords and other such devices granting access to any Work Site or to Buyer networks or computer systems; and
 - 1.6.1.1. If Supplier has access to Buyer facilities or systems, Supplier shall immediately surrender to Buyer all access cards, security passes, passwords and other such devices granting access to any Work Site or to Buyer networks or computer systems; and
 - 1.6.1.2. If Supplier has Buyer Data, Supplier shall return any Buyer Data that is in its care, custody or control to Buyer in the format requested by Buyer and Supplier shall, within 14 days of receiving Buyer's written confirmation that it can read the Data provided by Supplier, (1) permanently delete any copies of the Data in Supplier's care, custody or control and (2) send Buyer written confirmation that data has been deleted.
 - 1.6.1.3. If Supplier has Buyer hardware or removable media, Supplier will return to Buyer all hardware and removable media provided by Buyer that contains Buyer Data. Buyer Data in such returned hardware and removable media may not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by Buyer. If the hardware or removable media containing Buyer Data is owned by Supplier or a third-party, a written statement detailing the destruction method used and the data sets involved, the date of destruction and the entity or individual who performed the destruction will be sent to a designated Buyer security representative within fifteen (15) calendar days after completion of the delivery of the products and services to be provided under this Agreement, or at any time upon Buyer's request. Supplier's destruction or erasure of Buyer Data pursuant to this Exhibit must be in compliance with NIST or ISO Standards.

Prior to the expected expiration or termination of this Agreement or any agreement entered into between the Parties pursuant to this Agreement for any reason, including a default under this Agreement or any such other agreement, Supplier agrees to provide Buyer with the reasonable assistance services requested by Buyer. These services will include, at a minimum, converting data, providing parallel services until Buyer has transitioned to a new system, providing on-site technical support, cooperating with Buyer or its designated vendor in developing required interfaces, and such other assistance services as shall be necessary or appropriate to facilitate, without material or extended interruption to the services provided under this Agreement, the orderly transition of such services to Buyer or its new provider of services. The Parties agree that assistance services may extend beyond the Term as reasonably required by Buyer.

STORAGE ROUND TRIP EFFICIENCY GUARANTEE

A. Storage Round Trip Efficiency Test.

1. Testing Prior to Commercial Operation Date. Upon no less than ten (10) Business Days prior notice to Buyer, and at any time prior to the Commercial Operation Date, Supplier shall schedule and complete a Storage Round Trip Efficiency Test to verify that the Storage Facility can satisfy the Storage Round Trip Efficiency Guarantee. Round-trip efficiency, measured as a percentage, is a ratio of the Energy charged to the battery to the Energy discharged from the battery measured at the Storage Facility Metering Point. It represents the AC-AC (or DC-DC for DC-coupled Storage Facility) efficiency of the Storage Facility including losses from self-discharge and other electrical losses.

2. Testing after Commercial Operation Date. At least once per Contract Year (starting after the first Contract Year) at such time during the Contract Year as the Parties may mutually agree, Supplier shall schedule and complete a Storage Round Trip Efficiency Test. Supplier shall coordinate with Buyer to identify a mutually agreeable time for each Storage Round Trip Efficiency Test. In each Contract Year, Supplier shall have the right to run up to four (4) additional Storage Round Trip Efficiency Tests at any time upon five (5) days prior written notice to Buyer (or any shorter period reasonably acceptable to Buyer consistent with Good Utility Practice). In addition, Buyer shall have the right to require an additional Storage Round Trip Efficiency Test at any time upon five (5) days prior written notice to Supplier if Buyer reasonably believes that the Storage Round Trip Efficiency has varied materially from the results of the most recent Storage Round Trip Efficiency Test. For the avoidance of doubt, any additional Storage Round Trip Efficiency Test performed pursuant to the immediately preceding two sentences shall be considered a Storage Round Trip Efficiency Test for purposes of this Exhibit V. If Supplier runs three (3) additional Storage Round Trip Efficiency Test (whether requested by Supplier or Buyer) within a rolling three (3) year period, then promptly after the third such additional Storage Round Trip Efficiency Test Supplier shall: (i) deliver to Buyer a written plan on the maintenance or improvements that it will make with respect to the Storage Facility to ensure that the fourth Storage Round Trip Efficiency Test is passed at the Storage Round Trip Efficiency Guarantee, which plan shall be subject to Buyer's reasonable approval and (ii) thereafter promptly implement the approved plan. Notwithstanding anything to the contrary contained in this Exhibit V, in no event shall Storage Round Trip Efficiency Tests be performed more frequently than monthly.

3. Witnessing Test; Costs and Expenses. Buyer shall have the right to send one or more representative(s) to witness all Storage Round Trip Efficiency Tests. Buyer shall be responsible for all costs and expenses payable or reimbursable to its representative(s) witnessing any Storage Round Trip Efficiency Test. All other costs of any Storage Round Trip Efficiency Test shall be borne by Supplier (other than (i) any Charging Energy required to perform such Storage Round Trip Efficiency Test and (ii) any third party costs incurred by Supplier for any Storage Round Trip Efficiency Test required by Buyer, unless such Storage Round Trip Efficiency Test shall result in the Storage Round Trip Efficiency being less than the Storage Round Trip Efficiency established by the immediately preceding Storage Round Trip Efficiency Test, in which case Supplier shall be responsible for such costs).

4. Test Results. No later than five (5) days following any Storage Round Trip Efficiency Test, whether successfully passed or failed, Supplier shall deliver a testing report to Buyer detailing results and findings of the Storage Round Trip Efficiency Test (the "Storage Round Trip Efficiency Testing Report"), including screen shots of the Storage Facility's SCADA Storage Facility Metering Point data showing Charging Energy and Discharging Energy during the Storage Round Trip Efficiency Test and other reasonable supporting data. The Storage Round Trip Efficiency Testing Report shall include meter readings and plant log sheets verifying the operating conditions and output of the Storage Facility.

5. Storage Round Trip Efficiency Damages. If Storage Round Trip Efficiency determined as a result of the Storage Round Trip Efficiency Test ("Actual RTE") is less than Storage Round Trip Efficiency Guarantee ("Guaranteed RTE"), then Supplier shall be liable to pay Buyer liquidated damages ("Storage Round Trip Efficiency Damages") calculated as provided below, provided that Supplier shall not be liable for Storage Round Trip Efficiency Damages if within thirty (30) days following such failed Storage Round Trip Efficiency Test Supplier is able to conduct a Storage Round Trip Efficiency Test which verifies that the Storage Facility satisfies the Storage Round Trip Efficiency Guarantee. The Storage Round Trip Efficiency Damages shall equal the hourly product of:

- (a) Positive value of $(1 - (\text{Guaranteed RTE} / \text{Actual RTE}))$; where Actual RTE is less than Guaranteed RTE; where Actual RTE = EnergyOUT / EnergyIN (both defined below);
- (b) the Average On-Peak Mead; and

- (c) the actual Discharging Energy.

A Storage Round Trip Efficiency will be considered remedied after a successful re-test. Liquidated damages shall accrue from the day following date of Round Trip Efficiency Test and continuing until successful re-test.

Below is an example scenario and calculation for hourly Storage Round Trip Efficiency Damages:

- a) Actual RTE is 80%; Guaranteed RTE is 85%; $(1 - 0.85 / 0.80)$, or 0.0625,
- b) Applicable Average On-Peak Mead is \$50/MWh, and
- c) Discharging Energy is 50 MWhs

Storage Round Trip Efficiency Damages = $0.0625 * \$50 * 50 \text{ MWhs} = \156.25

6. Invoicing. If Storage Round Trip Efficiency determined as a result of the Storage Round Trip Efficiency Test is less than Storage Round Trip Efficiency Guarantee, then within thirty (30) days after receipt by Buyer of the Storage Round Trip Efficiency Testing Report, including reasonable supporting data, Buyer shall deliver to Supplier an invoice showing Buyer's computation of the Storage Round Trip Efficiency Damages calculated pursuant to Section A.5 of this Exhibit V. Thereafter, Buyer shall deliver to Supplier an invoice showing Buyer's computation of the Storage Round Trip Efficiency Damages calculated pursuant to Section A.5 of this Exhibit V for each subsequent month until there is a successful Storage Round Trip Efficiency Test in accordance with this Exhibit V. Within twenty (20) days of receipt of the invoice, Supplier shall pay to Buyer, by wire transfer of immediately available funds to an account specified in writing by Buyer or by any other means agreed to by the Parties in writing from time to time, the amount set forth as due in such invoice. Any Storage Round Trip Efficiency Damages not paid by Supplier when due under this Section A.6 will bear interest calculated pursuant to Section 7.3 of the Agreement from the date due until but not including the date paid. Buyer reserves its right pursuant to Section 7.5 of the Agreement to set off any amounts owed by Supplier hereunder against any amounts owed by Buyer to Supplier under this Agreement. The dispute provisions of Article 21 shall apply with respect to any dispute between the Parties with respect to the Storage Round Trip Efficiency Testing Report or Buyer's invoice of Storage Round Trip Efficiency Damages.

B. Storage Round Trip Efficiency Test Procedures.

Supplier will perform each Storage Round Trip Efficiency Test in the following manner and utilizing the following steps:

1. Supplier may conduct any pre-capacity test activities required or recommended by the Storage Facility equipment suppliers, including charging or discharging the Storage Facility, prior to commencing step 2 below. During commissioning or re-commissioning after repairs, Supplier to complete any battery balancing activities recommended by the Storage Facility equipment suppliers prior to commencing step 2 below.

2. Supplier will fully discharge the Storage Facility to the minimum recommended state of charge. This is dependent upon the Storage Facility equipment manufacturer specifications, but typically when the state of charge is at 0% as registered in the SCADA.

3. Select appropriate operating mode.

4. Set the Storage Facility ramp rate parameter to the value specified in the applicable Operating Procedures.

5. Charge the Storage Facility to the maximum state of charge. This is dependent on the Storage Facility equipment manufacturer specifications but typically when the state of charge is at 100% as registered in the SCADA. Complete the specified Storage Facility rest period in accordance with the applicable Operating Procedures, if applicable, based on the Storage Facility equipment manufacturer specifications.

6. Review the Storage Facility Metering Point data, and determine and record the "EnergyIN", which is the amount of energy used to charge the Storage Facility from minimum state of charge to maximum state of charge.

7. Discharge the Storage Facility according to the Storage Capacity Test procedures at the higher of the full capacity or the Storage Contract Capacity for the full [DURATION]. Do not cease discharging at the [DURATION], but instead discharge shall be stopped based upon the lower of (a) the minimum state of charge specified in the applicable Operating Procedures and (b) any of the following conditions: a critically low state of charge, power foldbacks, or other safety and system stability reasons.

8. Complete the Storage Facility rest period as provided in the applicable Operating Procedures, if applicable, based on equipment manufacturer specifications.

9. Review the Storage Facility Metering Point data, and determine and record the “EnergyOUT”, which is the amount of energy used to discharge the Storage Facility from maximum state of charge to minimum state of charge.

10. If the Storage Facility will not follow a Discharging Notice within the rest period as specified in the applicable Operating Procedures, then Supplier shall return the state of charge to within the range specified by the Storage Facility equipment manufacturer for standby operations.

REN-5-LS(b)

**CONFIDENTIAL
FILED UNDER SEAL**

REN-5-LS(c)

TECHNICAL APPENDIX REN-5-LS(c)

Summary of Nevada Administrative Codes applicable to Libra 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 long-term 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 \$93.69/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 Companies’ 2024 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 \$34.97/MWh with no escalation for the 25-year term of the contract.

The capacity price for the storage portion of the PPA is \$13,350/MW-month with no escalation for the term of 20 years, and \$0.00/MW-month for years 21-25.

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 Libra 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	SO2	CO	VOC	NOX	PM
Libra Solar/BESS Projects	4.37	13.65	2.73	54.16	13.47
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 storage, and has minimal impacts on wildlife.

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

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

- *A temporary increase in workforce during the construction phase of the facility of an estimated 1,100 positions.*
- *A permanent long-term increase in the workforce for the operation and maintenance of the facility of an estimated 30 positions at an estimated average salary of \$138,314 annually, and a total payroll of \$103.7 million over 25 years.*
- *Overall, based on information provided by the supplier, the Companies estimate that the total investment in Nevada's economy directly associated with the Libra Solar project will be more than \$579 million.*
- *The environmental benefit will be a reduction in air emissions as shown in the table above.*

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

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

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

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

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

Arevia Power LLC represents the Libra Solar project. Arevia Power, a U.S.-based company headquartered in Las Vegas, NV, is a subsidiary of Arevia Power Holdings LLC.

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 market competitive 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, 2027.

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

The agreement calls for Nevada Power Company (“NPC”) to take delivery of the net energy, including any excess energy, discharging 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 such curtailed product. The agreement permits NPC the flexibility to economically curtail the facility. Excess energy that exceeds one hundred five percent (105%) of the adjusted annual supply amount, shall be paid for at the test product rate of the lesser of fifty percent of the energy rate, or the Hourly Mead Index published by Powerdex. NPC has no obligation to pay for generation in excess of the maximum amount of 735 MW per hour, excluding charging energy. 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 System Impact Study and Facilities Study for this project have been completed and the project has an executed Large Generator Interconnection Agreement (“LGIA”). 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 study. The project generates electricity which will provide benefits to the transmission grid by providing real and reactive power at the point of interconnection. See Technical Appendix TRAN-4 for information on the LGIA.

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

When compared to the long-term avoided costs approved by the Commission in Docket No. 21-06001, the blended rate for energy and PCs is lower than the long-term avoided costs in years 2028 through 2051.

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 2023 Open Resource RFP.

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

The term of the PPA is 25 years, with a storage term of 25 years.

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

The project is located in Mineral County, Nevada, near the Lyon County border.

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 345 kV-Ft. Churchill substation. A one-line diagram depicting the interconnection can be found in Exhibit 5 of the PPA.

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 Gemini Solar. 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 Large Generator Interconnection Agreement for this project has been executed. Network Upgrades identified for this project are at the Ft. Churchill 345 kV Substation Terminal. The estimated total cost for the Network Upgrades is \$3,900,000.00. This project will require transmission provider interconnection facilities, which includes associated protection, communications, and metering, that are directly paid for by the interconnection customer.

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

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

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

In the event the project does not meet certain performance requirements, the supplier is obligated to compensate 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.

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.

Arevia Power, LLC, a subsidiary of Arevia Power Holdings, LLC, is a U.S.-based company, headquartered in Las Vegas, Nevada. Founded in 2015, Arevia Power is an independent U.S. utility-scale solar and wind developer. Arevia Power, LLC has a pipeline of projects totaling over 12 GW of net generating capacity in the United States of America.

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 345 kV Ft. Churchill Substation. 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 to support the Libra interconnection position was originally executed in January 2023. The Libra site received a Change in Pro-Rata Share of Network Upgrades notice in February of 2023. The in-service date is projected to be achieved December 31, 2029.

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 Libra Solar project is located on land owned by the Bureau of Land Management (“BLM”). An Environmental Impact Statement (EIS), in compliance with NEPA and with BLM serving as lead agency, has been published. The project is targeted to receive its Final Environmental Impact Statement (FEIS) and Record of Decision (ROD) by 3Q 2024.

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 Libra Solar project are listed in Exhibit 10 and Exhibit 12 of the PPA, Technical Appendix REN-5-LS(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 Libra Solar project are listed in Exhibit 10 and Exhibit 12 of the PPA, Technical Appendix REN-5-LS(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 site is located on BLM land. An application for a Right-of-Way Grant (SF-299) was submitted on July 23, 2020 and serialized as Case No. N-99846 on August 26, 2020. The project will require a number of crossing permits for the gen-tie(s) including permits from Nevada Department of Transportation (NDOT) for utility crossing(s) over U.S.

Highway 95A and Union Pacific Railroad (UPRR) for a utility crossing(s) over their rail lines. Libra is in the process of obtaining permits for the various ROW crossing permits the gen-tie(s) will require. A project Plan of Development (POD) has been drafted, submitted, and accepted by the BLM subsequent to site control through application for a ROW grant (SF-299). The POD includes applicant committed measures that will minimize potential impacts to protected resources. During the NEPA process, any residual impacts will be disclosed and mitigated through development of resource-specific management plans and mitigation stipulations.

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

The Company has economic curtailment rights, but must compensate Supplier for economic curtailment. Curtailment or re-dispatch of up to 100 percent of the net energy can be ordered by the transmission provider, electric system authority, or market operator. The Company has no obligation to pay for curtailed product ordered by the transmission provider. Company has no obligation to pay for generation in excess of the maximum amount.

NRS 704.741.4(a) and (b) (Application by small-scale provider of last resort to be regulated as competitive supplier.) requires that the Company provide specific information regarding each new energy resource for which it is seeking approval. The information responsive to NAC 704.741.4(a) and (b) is set forth below:

NRS 704.741.4(a) addresses information required for each energy resource proposed.

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

The Libra Solar project is located in Mineral County, Nevada, on approximately 5,200 acres of Bureau of Land Management (BLM) land. It is a 700 MW photovoltaic facility with a co-located 700 MW AC-Coupled Battery Energy Storage System.

The power purchase agreement is with NPC for a term of 25-years for the photovoltaic portion and 25-years for the storage system. The project is anticipated to achieve commercial operation by December 1, 2027. It is expected to generate 1,948,197 MWh and 1,798,716 PCs in the first year.

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

The PPA has a flat energy price of \$34.97/MWh for a term of 25 years. The storage system has a capacity price of \$13,350/MW-month for a term of 20 years and \$0.00/MW-month for years 21 through 25.

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

The energy resource will be utilized by the utility pursuant to a power purchase agreement with Libra Solar LLC.

NRS 704.741.4(a)4 Any other information required by the Commission to evaluate the prudence of the scenario.

This project is required for resource adequacy and RPS compliance needs.

NRS 704.741.4(b) addresses evaluations required for alternative plans, including rate impact analysis required for *all* of the alternative plans. It requires an evaluation of the impact that the implementation of the scenario will have on:

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

Arevia Power LLC estimates that the Libra Solar project will provide 1,100 construction jobs over the expected construction phase of 2 years. After commercial operation, the facility is expected to provide 30 O&M jobs with an hourly wage of \$61.13 for Energy Storage and \$51.50 for Solar PV. With an average salary of \$1,38,314 annually, and a total payroll of \$103.7 million over the 25-year term of the PPA. Overall, based on information provided by Arevia Power, the Companies

estimate that the total investment, including but not limited to job training, apprenticeships, etc., in Nevada's economy directly associated with the Libra Solar project will be more than \$579 million. A work site agreement, in the form included in the executed PPA, will be executed between Libra Solar LLC, IBEW Local Union 1245, IBEW Local Union 401, and Laborer's Union Local 169.

REN-5-LS(d)

**KEY PROVISIONS OF THE LIBRA SOLAR LLC
POWER PURCHASE AGREEMENT**

PROVISION	SOLAR + STORAGE
Owner	Libra Solar LLC, a subsidiary of Arevia Power Holdings LLC
Off Taker	Nevada Power Company, dba NV Energy
Term	<p>The Term shall commence on the Commercial Operation Date and shall continue for a period of twenty-five (25) Contract Years. (§2.2.1)</p> <p>The Terminated Storage Provisions shall automatically terminate, be null and void and of no further force and effect effective as of the hour ending at 2400 on the last day of the twentieth (20th) Contract Year. (§2.2.2)</p>
Contract Capacity	700 MW of solar and 700 MW of battery storage (Exhibit 1)
Expected Commercial Operation	December 1, 2027 (Exhibit 6)
Product Description	Solar Photovoltaic Generation and Battery Storage
Annual Supply amount MWh (Contract Year 1)	1,948,197 MWhs (Exhibit 13)
Yearly PC Amount (Contract Year 1)	1,798,716 kPCs (Exhibit 18)
Maximum Amount	735 MWh in any Delivery Hour (Exhibit 13)
Supply Degradation	Annual Supply Amount and Yearly PC Amount each decline by 0.5% per year. (§3.8)
Pricing	
Product Rate	Solar: \$34.97 per MWh, the solar Product Rate Storage: \$13,350 per MW-month, the Storage Rate (Exhibit 2A)
Provisional Rate	Seventy-five percent (75%) of the Product Rate for each MWh of Provisional Energy (§4.1.1.2)
Provisional Energy (Defined)	Net Energy (but not Test Energy), that the Generating Facility is capable of consistently generating, that is delivered by Supplier to Buyer prior to Commercial Operation Date. Supplier shall provide notice when Provisional Energy is available and Buyer and Supplier shall mutually agree to the date and time when Provisional Energy shall be supplied. (§4.1.1.3)
Excess Energy (Rate)	All Product (except Storage Product) associated with Excess Energy from and after the Commercial Operation Date shall be paid for at the Provisional Rate for each MWh of Excess Energy. (§4.1.2.3)

Excess Energy (Defined)	(a) with respect to the Stub Period, the portion of the Delivered Amount for the Stub Period, if any, that exceeds one hundred five percent (105%) of the Adjusted Stub Period Supply Amount, and (b) with respect to a Contract Year, the portion of the Delivered Amount for such Contract Year, if any, that exceeds one hundred five percent (105%) of the Adjusted Annual Supply Amount for such Contract Year; provided, however, that Delivered Amount in excess of the Maximum Amount for any Delivery Hour shall be excluded for purposes of determining Excess Energy. (§1.84)
Test Product Rate	the lesser of: (i) fifty percent (50%) of the Product Rate; or (ii) the Mead for each Delivery Hour of Test Energy for each MWh of Delivered Amounts of Net Energy (§4.1.1.1)
Test Energy (Defined)	Net Energy delivered by Supplier to Buyer after the Operation Date and prior to the Commercial Operation Date that is not Provisional Energy or Excess Energy. (§1.217)
Maximum Amount (Rate)	No payment for Delivered Amounts above the Maximum Amount. (§4.1.4)
Energy Delivery Requirements	
Measurement Period	Each two (2) consecutive Contract Years commencing with the first two (2) Contract Years of the Term (§1.116) (i.e., Contract Years 1 and 2 shall comprise the first such Measurement Period, Contract Years 3 and 4 shall comprise the second Measurement Period, Contract Years 5 and 6 shall comprise the third Measurement Period, etc.).
Shortfall Threshold	With respect to the Summer Months in any Measurement Period, the product of (a) 0.90 multiplied by (b) the difference between (i) the sum of the Monthly On-Peak Supply Amount for such Summer Months minus (ii) the total amount of Net Energy associated with Excused Product (if any) during the On-Peak hours of such Summer Months.(§3.6.1.1)
Shortfall Amount	With respect to the Summer Months in any Measurement Period, an amount expressed in MWh equal to the Shortfall Threshold for such Summer Months minus the sum of all Delivered Amounts during the On-Peak hours of such Summer Months, provided that if the calculation of Shortfall Amount yields an amount of zero or less for the Summer Months in any Measurement Period, then no Shortfall Amount will be deemed to exist with respect to such Summer Months. (§3.6.1.2)
Replacement Cost	With respect to any Summer Months in any Measurement Period shall equal (a) the Shortfall Amount for such Summer Months multiplied by (b) the greater of (i) ten percent (10%) of the Product Rate or (ii) an amount equal to Average On-Peak Mead for the Summer Months minus the Product Rate, provided that if the calculation of Replacement Costs yields an amount of zero or less for such Summer Months, then no Replacement Costs will be

	payable with respect to such Summer Months. (§3.6.1.3)
Voltage Support	The IA requires the Facility to maintain a composite power delivery at continuous rated power output at the point of interconnection at a power factor within the range of 0.95 leading to 0.95 lagging, unless Transmission Provider has established different requirements that apply to the Facility and all generators in the control area on a comparable basis. In addition to the requirements of the IA, the Facility will provide voltage set point control at the point of interconnection within the range of 0.90 leading to 0.90 lagging at full rated real-power output, as available, within the capabilities of the Facility. Additional details are included in Section 3.4.5 of the PPA. (§3.4.5)
PC Delivery Requirements	
Measurement Period	Each two (2) consecutive Contract Years commencing with the first two (2) Contract Years of the Term (§1.116)
PC Shortfall Amount	(A) . The sum of the Yearly PC Amount for the Contract Years in such Measurement Period; minus (B) the total amount of PCs associated with Excused Product during such Measurement Period; minus (C) the Delivered PCs during such Measurement Period. If the calculation of the PC Shortfall Amount set forth in this Section 3.7.1 yields an amount of zero or less for any Measurement Period, then no PC Shortfall will be deemed to exist with respect to such Measurement Period. (§3.7.1)
PC Replacement Cost	Determined by Buyer exercising its reasonable discretion based on the estimated cost of purchasing PCs to replace the PC Shortfall Amount from the same resource type with a comparable expiration date or the cost of replacing the PC Shortfall Amount with PCs of Buyer’s choice already in Buyer’s PC Account; provided, however, that Buyer shall not be required to actually purchase replacement PCs in order to receive payment from Supplier for PC Replacement Costs. Buyer shall include in the PC Replacement Costs any Penalties allocable to Supplier’s proportionate amount of Buyer’s aggregate shortfall under the applicable Portfolio Standard (factoring in Supplier’s shortfall in prior years carried forward as a deficit or reducing the surplus in such prior years). (§3.7.2)
Delay Damages, Deficit Damages	

<p>Daily Delay Damages</p>	<p>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 Eighty-Eight Dollars and Eighty-Nine Cents (\$388.89) per MW of the 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, Seven Hundred Seventy-Seven Dollars and Seventy-Eight Cents (\$777.78) per MW of the Expected Nameplate Capacity Rating per day; and (c) with respect to the one-hundred-twenty-first (121st) through and including the one hundred and eightieth (180th) day subsequent to the Commercial Operation Deadline, One Thousand One Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$1,166.67) per MW of the Expected Nameplate Capacity Rating per day. (§1.50)</p>
<p>Nameplate Damages</p>	<p>8.6.1 If the Certified Nameplate Capacity Rating is less than the Expected Nameplate Capacity Rating, Supplier shall provide Buyer a onetime payment in an amount equal to (a) subtracting (i) Certified Nameplate Capacity Rating from (ii) the Expected Nameplate Capacity Rating in MW, multiplied by (b) Deficit Damages Rate per MW of difference (“Deficit Damages”), provided that in no event shall the Certified Nameplate Capacity Rating be less than the Required Nameplate Capacity Rating. Supplier’s total liability for Deficit Damages shall not exceed Twenty-One Million Dollars (\$21,000,000). Additional details are included in Section 8.6 of the PPA. (§8.6.1)</p>
<p>Termination Rights</p>	
<p>Force Majeure</p>	<p>This Agreement may be terminated by Buyer, without payment or penalty or liability of any kind, 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. (§2.3.3)</p> <p>The sole relief available for an event of Force Majeure or claim of Force Majeure shall be an extension of time on a day-for-day basis for the period of demonstrated delay caused by the event of Force Majeure. In no event shall a Force Majeure Event or claim of Force Majeure entitle Supplier to an increase to any compensation due Supplier hereunder. (§20.1)</p>